



**CONSULTING AND TECHNICAL SERVICES (CATS)  
TASK ORDER REQUEST FOR PROPOSALS (TORFP)**

**PROJECT MANAGEMENT SUPPORT  
CATS TORFP PROJECT R62P7200025**

**MARYLAND HIGHER EDUCATION COMMISSION**

**ISSUE DATE: SEPTEMBER 27, 2006**

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### 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. 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. 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.

<b>TORFP Title:</b>	Project Management Support
<b>Functional Area:</b>	FA10 IT Management Consulting Services
<b>TORFP Issue Date:</b>	09/27/2006
<b>Closing Date and Time:</b>	10/18/06 at 04:00 PM
<b>TORFP Issuing Agency:</b>	Maryland Higher Education Commission (MHEC)
<b>Send Questions and Proposals to:</b>	Charles N. Benil, CIO, TO Manager, cbenil@mhec.state.md.us
<b>TO Procurement Officer:</b>	Ed Ommert, eommert@mhec.state.md.us Office Phone Number: 410-260-4510 Office FAX Number: 410-260-3200
<b>TO Manager:</b>	Charles N. Benil, CIO, TO Manager Office Phone Number: 410-260-4524 Office FAX Number: 410-260-3203
<b>TO Project Number:</b>	#R62P7200025
<b>TO Type:</b>	Project Manager (PM) Services: Time and Materials Request for Proposal (RFP) Services: Fixed price
<b>Period of Performance:</b>	PM Services – One year plus two optional years. RFP Services – Three months
<b>MBE Goal:</b>	Zero percent
<b>Small Business Reserve (SBR):</b>	No
<b>Primary Place of Performance:</b>	Maryland Higher Education Commission 839 Bestgate Rd. Suite 400 Annapolis, MD 21401
<b>TO Pre-proposal Conference:</b>	Maryland Higher Education Commission 839 Bestgate Rd. Suite 400 Annapolis, MD 21401 10/12/2006 at 09:00 AM See Attachment 6 for directions.

## **SECTION 1 - ADMINISTRATIVE INFORMATION**

### **1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT**

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 2.7 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 MHEC's e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format by functional area... The "subject" line in the e-mail submission shall state the TORFP #R62P7200025. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP #R62P7200025 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP #R62P7200025 Financial". The proposal document that must be submitted with a signature, Attachment 4 - Conflict of Interest and Disclosure Affidavit, must be submitted as .PDF files with signatures clearly visible.

### **1.4 eMARYLANDMARKETPLACE FEE**

COMAR 21.02.03.06 requires that each Master Contractor that wins a TO Agreement under this TORFP pay a fee to support the operation of eMarylandMarketplace. The fee will be due on each TO Agreement that exceeds \$25,000. The applicable fee will be based on TO value, including any options. Contractors shall pay the fee as provided by COMAR 21.02.03.06 and in accordance with guidelines issued by the Maryland Department of General Services. A copy of COMAR 21.02.03.06 and the guidelines issued by the Maryland Department of General Services can be found on the eMarylandMarketplace web site at [www.eMarylandMarketplace.com](http://www.eMarylandMarketplace.com).

The rate(s) or price(s) of the proposal/bid shall include the appropriate fee as per the COMAR 21.02.06.03 fee schedule. Fees may not be quoted as a separate add-on price. A total TO Agreement value that is other than an even dollar amount will be rounded to the nearest whole dollar to determine the appropriate fee level. For example, a total TO Agreement value of \$50,000.49 will be rounded to \$50,000 and a Level 1 fee will apply. A total TO Agreement value of \$50,000.50 will be rounded to \$50,001 and a Level 2 fee will apply.

## **1.5 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.

## **1.6 NON-DISCLOSURE AGREEMENT**

Certain system documentation may be available for potential Offerors to review at a reading room at MHEC, 839 Bestgate Rd. Suite 400 Annapolis, MD 21401. 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.

## **1.7 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**

MHEC is issuing this CATS TORFP to obtain support for a Major Information Technology Development Project (MITDP). Two functional service needs are required:

- Project management services (PM Services) of a qualified project manager for the MITDP
- RFP Services for developing a requirement based Request for Proposals (compliant with Maryland requirements) to obtain a New State Student Financial Aid System

MHEC reserves the right to make two awards, one per functional area. Master Contractors may respond to one or both Functional Areas. This task order would also allow MHEC to extend the project management services past the first year award of contract for two additional years through the life of the MITDP. The request and approval process for these additional future resources would follow the CATS Task Order Change Order Process as identified in Section 2.7

#### **2.1.2 REQUESTING AGENCY BACKGROUND**

MHEC is the State of Maryland's higher education coordinating board responsible for establishing statewide policies for Maryland public and private colleges and universities and for-profit career schools. MHEC's Office of Student Financial Assistance (OSFA) also administers state financial aid programs that affect students on a statewide basis.

OSFA is responsible for the administration of 28 State student financial aid programs that process approximately 150,000 applications from Maryland students. Over 55,000 students receive awards in these programs each year providing almost \$117 million dollars in aid to Maryland students. This processing is accomplished through the use of a computerized system to deliver the services necessary for 18 OSFA staff and our customers. Each year OSFA requires modifications to this system to address federal and State program requirements.

A new Student Financial Aid (SFA) project will provide OSFA with an efficient and consumer-friendly web-based operational system to be used for:

- initial application (both Institutional Student Information Report (ISIR) download and online program application);
- processing of new and renewal awards to include manual and automated awarding, student notification, and online and manual student award acceptance;
- notifying higher education institutions and legislators of awards and awarding information;
- verifying awards;
- paying funds for awards and reconciling accounts;
- the maintenance, tracking, fulfillment and repayment of service obligations associated with certain programs

- Internet access for financial aid status for students and financial aid administrators. It will provide optimum benefits to OSFA, higher education institutions, and students while maximizing technology.

This SFA project will replace a current legacy system running on a minicomputer platform that is being discontinued after 2008. HP will stop support of the HPe3000 line, which is the server the current system runs on.

### **2.1.3 PROJECT BACKGROUND**

MHEC recognizes that Information Systems development efforts must be well-managed in order to meet the needs of the business areas and to be accomplished on-time and within budget. Due to MHEC's small size, staff resources limitations and limited expertise internally, the objective of this Task Order RFP is to acquire the needed services to support a MITDP. The TO Contractor for this support project will work with the MHEC project team staff to provide PM Services and/or RFP services under this TORFP. This work with the MHEC project team will be at the MHEC facility located at 839 Bestgate Rd., Annapolis MD.

## **2.2 TECHNICAL REQUIREMENTS**

There are two separate services required in this TO. One is for a project manager to oversee the MITDP for MHEC and to assist in managing the implementation contractor who will develop the system. The PM services shall be quoted on a time and material basis. The second service is to develop a requirement-based RFP for MHEC to obtain an implementation contractor who will develop the new system from functional requirements analysis through operations and maintenance. The RFP service shall be quoted on a fixed price basis.

### PM Services:

Over the first year of this contract it is required that an amount not-to-exceed 2000 hours of work will be needed from a full-time project manager. The time required for the project manager will vary during the first year of this contract depending upon the demands of the MITDP and the amount of time spent by the project manager to meet the deliverables required in this TO. For the additional two option years it is expected that the PM services will be lower due to a part-time role (not-to-exceed 1000 hours per year).

### RFP Services:

The RFP Services requires TO Contractor staff familiar with Maryland State procurement requirements, Maryland's System Development Life Cycle methodology and development of requirement based RFPs for MITDPs of MHEC's size. Master Contractor shall propose the hours and type of staff necessary to complete the RFP document as supporting documentation to the fixed price.

### **2.2.1 DELIVERABLES**

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with Microsoft Office 2003, Microsoft Project 2003 and/or Visio 2003.

An outline of each major deliverable will be required before beginning of development of the deliverable. This outline will be reviewed by the TO project team and approved by the TO

Manager. It is anticipated at least one if not several meetings will be required with TO project team to insure content coverage is complete.

Drafts of all final deliverables, except status reports, are required at least two weeks in advance of when all final deliverables are due. Written deliverables defined as draft documents must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but must:

Be presented in a format appropriate for the subject matter and depth of discussion.

Be organized in a manner that presents a logical flow of the deliverable's content.

Represent factual information reasonably expected to have been known at the time of submittal.

Present information that is relevant to the Section of the deliverable being discussed.

Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (Attachment 8). The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 9). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.5 Invoicing).

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

Be presented in a format appropriate for the subject matter and depth of discussion.

Be organized in a manner that presents a logical flow of the deliverable's content.

Represent factual information reasonably expected to have been known at the time of submittal.

Present information that is relevant to the Section of the deliverable being discussed.

The State required deliverables for each service are defined below. Within each task, the TO Contractor may suggest other subtasks or deliverables to improve the quality and success of the project.

### **2.2.1.1 PM Services – SDLC System Boundary Document**

A System Boundary Analysis document is required that meets the State SDLC methodology under the System Concept Development Phase.

### **2.2.1.2 PM Services – SDLC Risk Management Plan**

A Risk Management Plan document is required that meets the State SDLC methodology under the System Concept Development Phase.

### **2.2.1.3 PM Services – SDLC Project Management Plan**

A Project Management Plan document is required that meets the State SDLC methodology under the Planning Phase. It must document project scope, tasks, schedules, resources and any interrelationships with other projects. The plan must detail the functional units involved, required job tasks, cost and schedule performance measurement, milestone and review scheduling. It must include a work breakdown structure for the project using Microsoft Project 2003. The plan must have a change management section to define the process to address project scope changes. It must be revised at the end of each phase of the SDLC.

### **2.2.1.4 PM Services – Project Management**

Ongoing project manager services shall include but are not limited to the following:

- Develops and then maintains WBS on MHEC activities using Microsoft Project2003 on a weekly basis;
- Manages the collaborative project workspace environment for the program or project and updates the workspace on a weekly basis;
- All meetings between MHEC staff and the TO Contractor require a Meeting Minutes to be completed and filed in the project workspace;
- Prepares a monthly project status report for MHEC;
- Prepares a quarterly Department of Budget and Management status report for the TO Manager in DBM prescribed format according to deliverable schedule;
- Manages Change Control, Issues escalation and resolution, Schedule, Costs, and Resources as defined in the project management plan;
- Review of deliverables by the major project development contractor for completeness, adherence to standards and contract requirements;
- Works closely with functional managers to resolve team members' workload conflicts;
- Ensures appropriate product-related training and documentation are developed and made available to customers through project team meetings; and
- Develops a communications plan for project
- Validates functional requirements and provides support for the RFP process

### **2.2.1.5 PM Services – Project Monthly Status Report**

The TO Contractor will prepare a monthly status report of the project 5 business days after the end of each month. The status report must cover the milestones due that month and any overdue

milestones, status of all tasks, new risks identified, scope changes and any other project issues. Issues must include identification, escalation and resolution steps. (Reference 2.6 Reporting).

### 2.2.1.6 PM Services – Project Quarterly DBM Status Report

The TO Contractor will prepare for the TO Manager a quarterly status report 5 business days after the end of each calendar quarter. Report shall be in a format as required by DBM.

### 2.2.1.7 PM Services – Deliverable/Delivery Schedule

MHEC will provide to the Contractor Notice to Proceed for services.

2.2.1.1	PM Services – SDLC System Boundary Document	NTP + 30 Calendar Days
2.2.1.2	PM Services – SDLC Risk Management Plan	NTP + 45 Calendar Days
2.2.1.3	PM Services – Project Management Plan	NTP + 60 Calendar Days
2.2.1.4	PM Services – Project management	NTP + ongoing
2.2.1.5	PM Services – Project Monthly Status Report	NTP + 5 business days after end of each month
2.2.1.6	PM Services – Project Quarterly DBM Status Report	NTP + 5 business days after end of each calendar quarter

### 2.2.1.8 RFP Services – RFP Draft Document

The development of a State Request for Proposal document to allow the procurement of a developmental contractor to do the phases 4, functional requirements, through 8, implementation, of the Maryland SDLC process. The document must meet all COMAR Title 21 Procurement Regulations requirements applicable to the procurement. The development of the scope of work for the MITDP for the New State Student Financial Aid System is the main focus of work within the RFP. The development of a technical and financial evaluation methodology for the proposal submitted is also considered to be part of the RFP services. The TO Contractor will work with the MHEC project team to gather information for the RFP.

### 2.2.1.9 RFP Services – Deliverable/Delivery Schedule

MHEC will provide to the contractor Notice to Proceed for this service. Deliverable will be a draft RFP that is acceptable by MHEC.

2.2.1.8	RFP Services –RFP Draft document	NTP + 60 Calendar Days
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## 2.2.2 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. These may include, but are not limited to:

- A) The State’s System Development Life Cycle (SDLC) methodology at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: SDLC.
- B) The State Information Technology Security Policy and Standards at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: Security Policy.
- C) The State Information Technology Project Oversight at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: IT Project

Oversight.

- D) The State of Maryland Enterprise Architecture at [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: MTAF Guiding Principles.
- E) The State of Maryland Title 21 State Procurement Regulations at [www.dsd.state.md.us/comar/subtitle\\_chapters/21\\_Chapters.htm](http://www.dsd.state.md.us/comar/subtitle_chapters/21_Chapters.htm)
- F) 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.

#### CONTRACTOR EXPERTISE REQUIRED

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

### 2.3 CONTRACTOR STAFF MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory.

#### PM Services

Individuals proposed for the project manager area of this Task Order must possess current certification as Project Managers – Project Management Institute (PMI) certified Project Management Professional (PMP®) or Industry equivalent. While MHEC prefers the PMP® certification, equivalent certifications will be acceptable provided the TO Contractors proposing alternate certifications can demonstrate that they are functionally equivalent to the PMP® certification.

Individuals proposed for this TORFP must have excellent verbal and written communication skills, contract management, and coordination and organizational skills. Resumes must demonstrate at least five (5) years experience where these skills were applied.

#### RFP Services

Proposed staff for this TORFP must be or become quickly familiar with and adhere to the system development life cycle (SDLC) methodology established by the Department of Budget & Management (DBM), for all major Information System efforts. Proposed staff must document working knowledge of COMAR Title 21 and have experience in creating and updating SDLC documents. Resumes must demonstrate at least five (5) years experience leading efforts where an SDLC methodology would have been employed.

### 2.4 INVOICING

For PM Services, payments will be made monthly based upon time and materials and with the completion and acceptance of any deliverables defined within that month in section 2.2.1.7.

For RFP Services, payment will be made upon the acceptance of a draft RFP by MHEC as defined in section 2.2.1.9.

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 a signed Acceptance of Deliverable form – Attachment 9, is not submitted.

The TO Contractor shall submit invoices for payment upon acceptance of separately priced deliverables, on or before the 15<sup>th</sup> day of the month following receipt of the approved notice(s) of acceptance from the TO Manager. A copy of the notice(s) of acceptance shall accompany all invoices submitted for payment.

#### **2.4.1 INVOICE SUBMISSION PROCEDURE**

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the Maryland Higher Education Commission as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form – Attachment 9, for each deliverable being invoiced) submitted for payment to the Maryland Higher Education Commission at the following address: Charles N. Benil, 839 Bestgate Rd. Suite 400, Annapolis, MD 21401.
- C) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

#### **2.5 REPORTING**

The TO Contractor and the TO Requesting Agency shall conduct monthly progress meetings. A monthly project status report shall be submitted 5 business days after the end of the month and prior to the progress meeting with the TO Manager and shall contain, at a minimum, the following information:

##### PM Services

- TO Requesting Agency name, TO Agreement number, functional area name, reporting period and “Progress Report” to be included in the e-mail subject line.
- Work accomplished during the monthly period.
- Deliverable progress, as a percentage of completion.
- Problem areas, including scope creep or deviation from the work plan.
- Planned activities for the next reporting period.
- Microsoft Project 2003 file updated to show actual progress; as applicable, explanations for variances and plan for completion on schedule.
- An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date.

##### RFP Services

- TO Requesting Agency name, TO Agreement number, functional area name, reporting period and “Progress Report” to be included in the e-mail subject line.
- Work accomplished during the monthly period.

- Deliverable progress, as a percentage of completion.
- Problem areas, including scope creep or deviation from the work plan.
- Planned activities for the next reporting period.
- An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date.

## **2.6 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.

## **2.7 PERFORMANCE EVALUATION**

TO Contractor personnel for PM services – project management will be evaluated by the TO Manager on a monthly basis. TO Contractor personnel working on all other deliverables will be evaluated based upon meeting the schedule for each deliverable. If as a result of an evaluation the TO Manager has determined there are issues with the performance of TO Contractor personnel, the TO Manager will notify both the TO Contractor and the TO Contractor personnel by email, identifying the issue and the expected action(s) to correct the issue. Within 3 business days the TO Contractor must provide a response to the notice for the correction of issues.

## **2.8 NON PERFORMANCE OF PERSONNEL**

In the event that MHEC is dissatisfied with the TO Contractor's personnel for not performing to the standards as specified in Section 2.8, the TO Contractor personnel may be removed at the TO Manager's discretion. Replacement personnel must have qualifications equal to or greater than that of the non-performing person initially proposed and evaluated and accepted in the TO Agreement. The TO Manager will determine the amount of time the TO Contractor has to provide a replacement.

## **2.9 SUBSTITUTION OF PERSONNEL**

The TO Contractor shall propose only staff available at the time of the TO Proposal and that satisfy the personnel qualifications specified in the Master Contract. In addition, the TO Contractor shall abide by the substitution of personnel requirements in the Master Contract.

## **2.10 MAJOR PROJECT BIDDING RESTRICTION**

This is a notification that any TO contractor or sub-contractor receiving an award of any part of this TORFP will be precluded them from participating in the procurement of the MITDP for the New State Student Financial Aid System.

## **SECTION 3 - TASK ORDER PROPOSAL FORMAT AND 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**

- 1) **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.
- 2) **Assumptions:** A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.
- 3) **Risk Assessment:** An assessment of any risks inherent in the work requirements and actions to mitigate these risks.
- 4) **Proposed Solution:** A description of the Master Contractor's proposed solution to accomplish the specified work requirements.
- 5) **Proposed Tools:** A description of all proposed tools that will be used to facilitate the work.
- 6) **Tasks and Deliverables:** A description of and the schedule for each task and deliverable, illustrated by a Gantt chart. Start and completion dates for each task, milestone, and deliverable shall be indicated. The Gantt chart will form the baseline for task order monitoring, and will be updated bi-weekly as part of progress reporting (see Section 2.7.1).
- 7) **Work Breakdown Structure:** A detailed work breakdown structure and staffing schedule, with labor hours by skill category that will be applied to meet each milestone and deliverable, and to accomplish all specified work requirements.
- 8) **Acceptance Criteria:** A statement acknowledging the Master Contractor's understanding of the acceptance criteria.

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

- 1) Identify and provide resumes for all proposed personnel by labor category.
- 2) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.
- 3) Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary.

##### **C) Subcontractors**

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

##### **D) 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 complete with the following:
  - A) Name of organization.
  - B) Name, title, and telephone number of point-of-contact for the reference.
  - C) Type, and duration of contract(s) supporting the reference.
  - D) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
  - E) Whether the 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.

E) Proposed Facility

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

F) State Assistance

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

G) 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 RESPONSE OF THE TO PROPOSAL SHALL INCLUDE**

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based;
- B) Attachment 1 - Completed Financial Proposal, including:

Separate proposal for each of the two services in this TORFP;

Attachment 1 must be used for PM service; and

Attachment 1A must be used for RFP service.

## **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.

- The experience and certifications required in Section 2.4, of the Master Contractor's proposed personnel.
- Experience of the Master Contractor's proposed personnel performing the duties and responsibilities required in Sections 2.2 through 2.2.1.9.
- Proposed personnel experience with general administrative systems, preferably with education financial aid delivery systems.
- The Master Contractor's understanding of the work to be accomplished.

### **4.3 SELECTION PROCEDURES**

Duties and responsibilities for each service as defined separately within referenced sections.

- A. Proposed personnel will be assessed for compliance with the minimum qualifications in Section 2.4 of the TORFP. Master Contractors' proposing personnel who fail to meet the minimum qualifications will be disqualified and their proposals eliminated from further consideration.
- B. 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.
- C. The State will conduct interviews of all personnel proposed in each TO Proposal that meets minimum qualifications.
- D. Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- E. The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit has greater weight than price.

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

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, Purchase Order and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed.



# ATTACHMENT 1B - PRICE PROPOSAL FORM, RFP SERVICES

## PRICE PROPOSAL FOR CATS TORFP # R62P7200025

Identification	Deliverable	Proposed Price
1	Draft RFP Document	
	Total Proposed Fixed Price	

\_\_\_\_\_

Authorized Individual Name

\_\_\_\_\_

Company Name

\_\_\_\_\_

Title

\_\_\_\_\_

Company Tax ID #

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

**ATTACHMENT 2 - NOT USED IN THIS TO RFP**

## ATTACHMENT 3 – TASK ORDER AGREEMENT

### CATS TORFP# R62P7200025 Number 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 # R62P7200025.
  - b. “CATS TORFP” means the Task Order Request for Proposals # R62P7200025, 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.
2. Scope of Work
  - 1) This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
  - 2) 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

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

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of insert time for performance, commencing on the date of Notice to Proceed and terminating on Month Day, Year.

4. Consideration and Payment

- 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.
- 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.
- 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.
- 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: insert name, TO Procurement Officer

\_\_\_\_\_  
Date

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

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

- B) "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.
- C) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- D) 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.
- E) 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):
- F) 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.
2. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.

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.

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



# **ATTACHMENT 6 – DIRECTIONS**

## **TO THE PRE-TO PROPOSAL CONFERENCE**

**Event:** Pre-Proposal Conference

**Place:** Maryland Higher Education Commission

839 Bestgate Road, Suite 400

Annapolis, MD 21401

**Date:** Thursday, October 12, 2006

**Time:** 9:00 a.m.

### **Directions:**

#### **From Baltimore**

From I-695, take I-97 South toward Annapolis and follow the directions "From Route 50" below.

Or exit I-97 at MD-178 in Crownsville and continue about 6 miles to left on Bestgate Road.

#### **From Washington**

From I-495, take US 50 East toward Annapolis and follow the directions "From Route 50" below.

#### **From Route 50**

Take MD 450 exit number 23 toward MD-178/Parole. Keep right at the fork in the ramp. Route 450 becomes West Street and then Generals Highway. Turn right on Bestgate Road. Go up Bestgate Road through 2 lights. After the second light make the first right turn into the parking lot and another quick right going up to the second entrance at the top of the lot. Please park in white lined spaces.

#### **From the Eastern Shore**

Take US 50 West toward Annapolis. Take exit number 24B and follow signs to Bestgate Road. Follow Bestgate Road for 1.5 miles and make a U-Turn at Westfield Mall to reach 839. After the U-turn make the first right turn into the parking lot and another quick right going up to the second entrance at the top of the lot. Please park in white lined spaces.

## ATTACHMENT 7 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS Task Order Agreement #R62P7200025

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, Office of Information Technology, DBM

Project Management Office, Office of Information Technology, DBM

## ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: Project Name for TORFP

TO Agreement Number: #R62P7200025

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

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

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

Name of TO Manager: TO Manager

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

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

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

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

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

SUBMIT AS REQUIRED IN SECTION 2.2.1 OF THE TORFP.

## ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: TO Requesting Agency

TORFP Title: TORFP Project Name

TO Manager: TO Manager and Phone Number

### To:

The following deliverable, as required by TO Agreement #R62P7200025, has been received and reviewed in accordance with the TORFP.

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

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

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

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

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

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

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.2.1 OF THE TORFP.

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

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").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP #R62P7200025 for TORFP Project Name. 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 the TO Procurement Officer, TO Requesting Agency on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

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

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

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

SUBMIT AS REQUIRED IN SECTION 1.6 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 Requesting Agency (the “Department”), and \_\_\_\_\_ (“TO Contractor”), a corporation with its principal business office located at \_\_\_\_\_ and its principal office in Maryland located at \_\_\_\_\_.

## RECITALS

**WHEREAS**, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for TORFP Title TORFP No. R62P7200025 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 1.6 OF THE TORFP

## ATTACHMENT 12 – 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 cbenil@mhec.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:	PM Services and RFP Services
TORFP Project Number:	ADPICS Purchase Order Number (R62P7200025 #)

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.)
  - ( ) MBE requirements. (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:

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Master Contractor

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

Contact Person: \_\_\_\_\_ Phone \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Email \_\_\_\_\_

**EXHIBIT A - ACCESS**

**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

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