

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

**ENTERPRISE BUDGETING SYSTEM (EBS) PROJECT
STAFFING TORFP**

CATS+ TORFP # F50B5400021



Department of Information Technology (DoIT)

Issue Date: December 29, 2014

**NOTICE TO OFFERORS
SMALL BUSINESS RESERVE PROCUREMENT**

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KEY INFORMATION SUMMARY SHEET

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

TORFP Title:	EBS Project Staffing TORFP
TO Project Number (TORFP #):	F50B5400021
Functional Area:	Functional Area 5 – Software Engineering
TORFP Issue Date:	12/29/2014
Questions Due Date and Time:	1/15/2015 at 5:00 PM Local Time
Closing Date and Time:	01/29/2015 at 2:00 PM Local Time
TORFP Requesting Agency:	Department of Information Technology (DoIT)
Send Questions and Proposals to:	Gayle Mealy Gayle.mealy@maryland.gov
TO Procurement Officer:	Gayle Mealy Office Phone Number: 410-260-4074
TO Manager:	Mark Conrad Office Phone Number: 410-260-7396 e-mail address: mark.conrad1@maryland.gov
TO Type:	Time and Materials
Period of Performance:	One (1) year with four (4) one (1) year renewal options.
MBE Goal:	0%
VSBE Goal:	0%
Small Business Reserve (SBR):	Yes
Primary Place of Performance:	45 Calvert Street, Annapolis Maryland 21401
TO Pre-proposal Conference:	45 Calvert Street, Annapolis, Maryland 21401 1/12/2014 at 11:00 AM Local Time See Attachment 6 for directions.

NOTICE TO BIDDERS/OFFERORS
SMALL BUSINESS RESERVE SOLICITATION

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

A. It is independently owned and operated;

B. It is not a subsidiary of another business;

C. It is not dominant in its field of operation; and

D.1 With respect to employees:

(a) Its wholesale operations did not employ more than 50 persons in its most recently completed 3 fiscal years;

(b) Its retail operations did not employ more than 25 persons in its most recently completed 3 fiscal years;

(c) Its manufacturing operations did not employ more than 100 persons in its most recently completed 3 fiscal years;

(d) Its service operations did not employ more than 100 persons in its most recently completed 3 fiscal years;

(e) Its construction operations did not employ more than 50 persons in its most recently completed 3 fiscal years; and

(f) The architectural and engineering services of the business did not employ more than 100 persons in its most recently completed 3 fiscal years; or

D.2 With respect to gross sales:

(a) The gross sales of its wholesale operations did not exceed an average of \$4,000,000 in its most recently completed 3 fiscal years;

(b) The gross sales of its retail operations did not exceed an average of \$3,000,000 in its most recently completed 3 fiscal years;

(c) The gross sales of its manufacturing operations did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;

(d) The gross sales of its service operations did not exceed an average of \$10,000,000 in its most recently completed 3 fiscal years;

(e) The gross sales of its construction operations did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years; and

(f) The gross sales of its architectural and engineering operations did not exceed an average of \$4,500,000 in its most recently completed 3 fiscal years.

Note: If a business has not existed for 3 years, the employment and gross sales average or averages shall be the average for each year or part of a year during which the business has been in existence.

Further information on the certification process is available at eMaryland Marketplace.

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT

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

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

1.2 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the TO:

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

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

- **TO Contractor** – The CATS+ Master Contractor awarded the TO Agreement. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- **TO Contractor Manager** - TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolve any issues that may arise pertaining to the TO Contractor Personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.
- **TO Contractor Personnel** – Any resource provided by the TO Contractor in support of the TO over the course of the TO period of performance.
- **Proposed Personnel** – Any individual named in a Master Contractor’s TO Proposal to perform work under the scope of this TORFP.
- **Offeror** – A Master Contractor submitting a TO Proposal in response to this TORFP.

1.3 TO AGREEMENT

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

1.4 TO PROPOSAL SUBMISSIONS

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

Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, Proposals received by the Procurement Officer after the due date will not be considered.

1.5 ORAL PRESENTATIONS/INTERVIEWS

All Offerors' Proposed Personnel will be required to make an oral presentation to State representatives in the form of interviews. Significant representations made by an Offeror during the interviews shall be submitted in writing. All such representations will become part of the Offeror's TO Proposal and are binding if the TO is awarded to the Master Contractor. The TO Procurement Officer will notify Offerors of the time and place of interviews.

Interviews, which are a type of oral presentation, will be performed by **EITHER** phone and/or internet (e.g., Skype, GotoMeeting, WebEx) **OR** in person for all Offerors meeting minimum qualifications. All candidates shall be interviewed in substantially the same manner. The Procurement Officer shall, for each round of interviews, determine whether phone/internet or in-person interviews will be utilized.

In the event that more than ten (10) qualified proposals are received, the TO Procurement Officer may elect to follow a down-select process as more fully described in Section 4.3.

1.6 QUESTIONS

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

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

1.7 TO PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at the time, date and location indicated on the Key Information Summary Sheet. Attendance at the pre-proposal conference is not mandatory, but all Master Contractors are encouraged to attend in order to facilitate better preparation of their proposals.

Seating at the pre-proposal conference will be limited to two (2) attendees per company. Attendees should bring a copy of the TORFP and a business card to help facilitate the sign-in process.

The pre-proposal conference will be summarized in writing. As promptly as is feasible subsequent to the pre-proposal conference, the attendance record and pre-proposal conference summary will be distributed via email to all Master Contractors known to have received a copy of this TORFP.

In order to ensure adequate seating and other accommodations at the pre-proposal conference, please email the TO Procurement Officer indicating your planned attendance no later than three (3) business days prior to the pre-proposal conference. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please contact the TO Procurement Officer no later than five (5) business days prior to the pre-proposal conference. DoIT will make reasonable efforts to provide such special accommodation.

1.8 CONFLICT OF INTEREST

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

Master Contractors should be aware that the State Ethics Law, Md. Code Ann., General Provisions Article, Title 5, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

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

1.9 LIMITATION OF LIABILITY

The TO Contractor's liability is limited in accordance with Section 2.7 of the CATS+ Master Contract. TO Contractor's liability for this TORFP is limited to 2 times the total TO Agreement amount.

1.10 CHANGE ORDERS

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

1.11 TRAVEL REIMBURSEMENT

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

1.12 MINORITY BUSINESS ENTERPRISE (MBE)

This TORFP has an MBE goal as stated in the Key Information Summary Sheet above, representing the percentage of total fees paid for services under this TO. By submitting a response to this solicitation, the Offeror agrees that this percentage of the total dollar amount of the contract will be performed by verified MBEs.

1.12.1 MBE PARTICIPATION REPORTS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

1.13 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)

This TORFP has a VSBE goal as stated in the Key Information Summary Sheet above, representing the percentage of total fees paid for services under this TO. By submitting a response to this solicitation, the Offeror agrees that this percentage of the total dollar amount of the contract will be performed by verified VSBEs.

1.13.1 VSBE PARTICIPATION REPORTS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

1.14 NON-DISCLOSURE AGREEMENT

1.14.1 NON-DISCLOSURE AGREEMENT (OFFEROR)

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

Certain system documentation may be available for Master Contractors to review at a reading room at DoIT's address. Master Contractors 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 to schedule an appointment.

1.14.2 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

Certain system documentation may be required by the TO Contractor 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 a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 11.

1.15 LIVING WAGE

The TO Contractor shall abide by the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations adopted by the Commissioner of Labor and Industry.

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

1.16 IRANIAN NON-INVESTMENT

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

1.17 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

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

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

1.18 MERCURY AND PRODUCTS THAT CONTAIN MERCURY

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

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SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

DoIT is issuing this CATS+ TORFP to obtain professional services in the areas of Information Technology Architecture, Quality Assurance, and Computer Software Analysis/Integration for the EBS project, in accordance with the scope of work described in this Section 2.

As part of the TO Proposal, **Offerors shall propose exactly one (1) named resource** to be available as of the start date specified in the Notice to Proceed (NTP), and shall describe in a Staffing Plan how additional resources shall be acquired to meet DoIT's needs. All other planned positions shall be described generally in the Staffing Plan, and may not be used as evidence of fulfilling company or personnel minimum qualifications.

DoIT will have the option of adding up to seven (7) additional resources to this TO for a maximum total of eight (8) concurrent resources. All resources beyond the initial one (1) will be requested through a Work Order process (See Section 2.12). Specific duties and responsibilities for these additional resources, if requested, will be defined in each work order.

Duties and responsibilities for the initial one (1) named support resource are described in Section 2.6.2. The specific labor categories for all personnel resources are listed in the Price Sheet form, Attachment 1. Default labor category descriptions are located in the CATS + RFP document, online at: <http://doit.maryland.gov/contracts/Documents/CATSPPlus/CATSPPlusRFP.pdf>.

DoIT plans to award this Task Order to one (1) Master Contractor who proposes the initial one (1) resource and a Staffing Plan that best satisfies the TO requirements.

2.2 REQUESTING AGENCY BACKGROUND

DoIT has responsibility for IT and telecommunication services and support for the agency and statewide application systems. This includes: infrastructure development, acquisition and maintenance; application development and maintenance; issue resolution through a central help desk; and user level systems training in support of the user community.

2.3 PROJECT BACKGROUND

DoIT is in the initial phases of the EBS project, an initiative to modernize the State's legacy budgeting system. The current effort is to elicit, gather, and analyze requirements for an RFP to acquire a solution for the Department of Budget and Management (DBM). The scope for this initiative is focused on DBM, which has primary responsibility for developing and analyzing the State budget. However, all agencies within the Maryland government are contributors to the budget development process, and are ongoing stewards of their individual budgets.

Many of the budgeting processes in DBM, as well as the State Agencies, have evolved over many years to accommodate the current budgeting system, built on a mainframe platform and unsupported programming technologies. There are also a number of locally installed software systems, spreadsheets, and other self-service tools used to support budgeting in many of the agencies.

The current project team, consisting of a Project Manager and a Business Analyst, has completed the as-is business process documentation and has compiled the supporting requirements for those processes. Over the remaining phases of the current project scope, the project team is being expanded to include a Technical Project Manager to lead the effort to detail current and future system and non-system data interfaces. In addition, this role will support the development of the DoIT RFP documents

and participate in the development of selection criteria, vendor demo scripts and vendor scoring matrices.

To manage the effort of producing a complete set of requirements for EBS, a structured, disciplined framework for requirements gathering, test planning and execution, change management, project management, and quality management has been developed to efficiently and effectively collaborate across stakeholders, management, budget staff, and the DoIT implementation team. This framework, based on the IBM Rational CLM suite, is being used to produce and manage a high quality suite of requirements and related artifacts that will be used for requirements definition, tracking and traceability, project and task management, solutions definition, solutions delivery, deployment, testing, full-cycle change and risk management, and on-going maintenance. In order to maximize the State of Maryland's investment in this framework, experience with the IBM Rational CLM suite is extremely desirable for all Proposed Personnel.

2.4 PROFESSIONAL DEVELOPMENT

Any IT services personnel provided under this TORFP shall maintain all required professional certifications for the duration of the TO period of performance.

The TO Contractor shall ensure continuing education opportunities for TO Contractor Personnel.

With DoIT prior approval, the time allocated to these continuing education activities for TO Contractor Personnel deployed to DoIT on a full-time basis **may** be charged to this task order. Actual course costs, travel, and related expenses are the responsibility of the TO Contractor. Eligible continuing education shall be associated with technologies currently used or anticipated for use by DoIT in the near future.

2.5 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

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

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

The foregoing may include, but are not limited to, the following policies, guidelines and methodologies that can be found at the DoIT site

(<http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>):

- The State of Maryland System Development Life Cycle (SDLC) methodology
- The State of Maryland Information Technology Security Policy and Standards
- The State of Maryland Information Technology Non-Visual Access Standards
- The TO Contractor shall follow project management methodologies consistent with the Project Management Institute's Project Management Body of Knowledge Guide.
- TO Contractor assigned personnel shall follow a consistent methodology for all TO activities.
- The State's Information Technology Project Oversight Policies

2.6 REQUIREMENTS

2.6.1 TO CONTRACTOR RESPONSIBILITIES

The TO Contractor shall provide TO Contractor Personnel to perform the requirements as described in Section 2.6.2.

2.6.2 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

At a minimum, TO Contractor Personnel under this TORFP shall perform the following:

Technical Project Manager

ID #	Duties / Responsibilities	Associated Deliverable ID # from Section 2.8.4 below as applicable
2.6.2.1	Lead effort to detail current system and non-system data interfaces.	2.8.4.1
2.6.2.2	Lead effort to detail future system and non-system data interfaces.	2.8.4.1
2.6.2.3	Develop or lead development of Technical Requirements Document, Section 3 – Operational Requirements.	2.8.4.2
2.6.2.4	Develop or lead development of Reports, Interfaces, Configurations, Enhancements and Workflows (RICE-W) matrices	2.8.4.1
2.6.2.5	Support the development of all DoIT documents and artifacts required to produce and publish an RFP for the acquisition of a technical system solution.	2.8.4.3
2.6.2.6	Support the development of all DoIT documents and artifacts required to produce and publish an RFP for the acquisition of an implementation partner.	2.8.4.3
2.6.2.7	Lead, participate in, or oversee other activities and duties in support of the project as necessary and as directed by the TO Manager, Program Manager or other senior project staff.	N/A
2.6.2.8	Exercise full use of IBM Rational CLM tools to perform all project functions related to Requirements Analysis, Traceability and Verification, Project Planning and Reporting, and Testing and Verification as it applies to assigned tasks and responsibilities.	N/A
2.6.2.9	Coordinate all project and task activities and status with TO Manager, Program Manager or other senior project staff as directed.	N/A

In addition to the above listed role, DoIT may issue future Work Order(s) against this TO in order to obtain one or more additional resources to perform work within the scope of this TORFP and in support of the EBS project. Additional areas of expertise that may be needed may include Functional Project Management, Quality Assurance Management, Project Administration, Data and Systems Architecture, Financial Systems Analysis, Personnel Systems Analysis, Technical Writing, and Implementation Planning. Personnel may also be required to backfill existing State and contractual resources needed on the project.

2.6.3 SERVICE LEVEL AGREEMENT (SLA)

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.6.4 BACKUP / DISASTER RECOVERY

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.6.5 REQUIREMENTS FOR HARDWARE, SOFTWARE, AND MATERIALS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.7 PERFORMANCE AND PERSONNEL

2.7.1 WORK HOURS

- Business Hours Support: TO Contractor Personnel shall support core business hours (08:00 AM to 05:00 PM), Monday through Friday except for State holidays, Service Reduction days, and Furlough days observed by DoIT.
- Non-Business Hours Support: TO Contractor Personnel may also be required to provide occasional support outside of core business hours, including evenings, overnight, and weekends, to support specific project efforts. Hours would be billed on actual time worked at the rates proposed.
- State-Mandated Service Reduction Days: TO Contractor personnel shall be required to participate in the State-mandated Service Reduction Days as well as State Furlough Days. In this event, the TO Contractor will be notified in writing by the TO Manager of these details.
- Minimum and Maximum Hours: Full-time TO Contractor Personnel shall work a minimum of 40 hours per week with starting and ending times as approved by the TO Manager. A flexible work schedule may be used with TO Manager approval, including time to support any efforts outside core business hours. TO Contractor Personnel may also be requested to restrict the number of hours TO Contractor Personnel can work within a given period of time that may result in less than an eight hour day or less than a 40 hour work week.
- Vacation Hours: Requests for leave shall be submitted to the TO Manager at least two weeks in advance. The TO Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.

2.7.2 PERFORMANCE EVALUATION

TO Contractor Personnel will be evaluated by the TO Manager on a monthly basis for assignments performed during that period using the established performance evaluation form (PEF) included as Attachment 18.

2.7.3 PERFORMANCE ISSUE MITIGATION

At any time during the TO period of performance, should the performance of any TO Contractor Personnel be unsatisfactory as determined by the TO Manager, DoIT will pursue the following mitigation procedures prior to requesting a replacement employee:

- A) The TO Manager shall document performance issues and give written notice to the TO Contractor, clearly describing problems and delineating remediation requirement(s).

- B) The TO Contractor shall respond with a written remediation plan within three (3) business days and implement the plan immediately upon written acceptance by the TO Manager.
- C) Should performance issues persist, the TO Manager may give written notice directing the immediate removal of person(s) whose performance is at issue, and determine whether a substitution is required.

2.7.4 SUBSTITUTION OF PERSONNEL BEFORE AWARD

The substitution of Proposed Personnel during the evaluation period, prior to award, is prohibited. A substitution of any kind, post TO Proposal due date, but prior to award, is considered to be the equivalent of an alternate proposal, and is prohibited.

2.7.5 SUBSTITUTION OF PERSONNEL AFTER AWARD

TO Contractor Personnel may be substituted after award in accordance with the following procedures:

- A) The TO Contractor may not substitute TO Contractor Personnel without the prior approval of the TO Manager.
- B) To replace any TO Contractor Personnel, the TO Contractor shall submit resumes of the proposed individual specifying the intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.
- C) The TO Manager shall have the option to interview the proposed substitute personnel and may require that such interviews be in person and shall notify the TO Contractor of acceptance or denial of the requested substitution. If no acceptable substitute personnel is proposed within the time frame established by the TO Manager, the TO Agreement may be cancelled.

2.8 DELIVERABLES

2.8.1 DELIVERABLE SUBMISSION

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

For any written deliverable, the TO Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in Section 2.8.3.

2.8.2 DELIVERABLE ACCEPTANCE

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

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

In the event of rejection, the TO Manager will formally communicate in writing any deliverable deficiencies or non-conformities to the TO Contractor, describing insufficient detail what shall be

corrected in order for the deliverable to be accepted. The TO Contractor shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.

2.8.3 MINIMUM DELIVERABLE QUALITY

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

Each deliverable shall meet the following minimum acceptance criteria:

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

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

2.8.4 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

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

All deliverables will be reviewed for acceptability under the criteria described in Section 2.8.3 and will be subject to approval by the TO Manager and/or other State personnel. In the event that any deliverable is rejected by any of these approvers, procedures as described in Section 2.8.2 will be initiated.

ID #	Deliverable Description	Due Date / Frequency
2.8.4.1	<u>Functional Requirements</u> Section 2.1 - Data Requirements	Initial Delivery: NTP + 120 Final Delivery TBD Updates: Status Reports as directed by TO Manager
2.8.4.2	<u>Functional Requirements</u> Section 3 – Operational Requirements	Initial Delivery: NTP + 120 Final Delivery TBD Updates: Status Reports as directed by TO Manager
2.8.4.3	<u>DoIT Procurement RFP</u> Software and System Implementation	Initial Delivery: NTP + 120 Final Delivery: 2/2015 Updates: Status Reports as directed by

	Services	TO Manager
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2.9 MINIMUM QUALIFICATIONS

2.9.1 OFFEROR’S COMPANY MINIMUM QUALIFICATIONS

Only those Offerors that fully meet all minimum qualification criteria shall be deemed eligible for TO Proposal evaluation. An Offeror’s TO Proposal and references will be used to verify minimum qualifications.

Only Master Contractor experience may be used to demonstrate meeting company minimum qualifications.

TO Proposals shall demonstrate meeting the following minimum requirements:

- 1) At least three (3) years of experience on an engagement(s) providing support services to U.S. based commercial or government entities in the area of Technical Project Management. The engagement(s) must meet the following criteria:
 - i) The Offeror has placed at least one resource on each engagement listed, serving in the role of Technical Project Manager (or equivalent), as demonstrated by the resource’s resume(s) and work history, which must be included in the TO Proposal.
 - ii) Resource(s) was/were assigned to engagement(s) as Technical Project Manager (or equivalent) for at least one (1) continuous year.
 - iii) Engagements must have begun or ended within the last five (5) years.

2.9.2 OFFEROR’S PERSONNEL MINIMUM QUALIFICATIONS

Only those Offerors supplying key Proposed Personnel that fully meet all minimum qualification criteria shall be deemed eligible for TO Proposal evaluation.

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

Master Contractors may only propose **one (1) named personnel** in response to this TORFP. All other planned positions shall be described generally in the Staffing Plan, and may not be used as evidence of fulfilling company or personnel minimum qualifications. The following Personnel Minimum Qualifications must be clearly documented in the Offeror’s proposal or the Personnel resume and work history.

Technical Project Manager

- At least seven (7) years of experience in IT Project Management in the area of application development or COTS implementation.
- At least five (5) years of experience in all of the following skill areas: Data Analysis, System Interface Analysis, Systems Architecture, RFP development, proposal analysis.
- At least five (5) years of experience in Technical / Functional Requirements Analysis.
- Current Project Management Professional (PMP) Certification.

2.10 TO CONTRACTOR AND PERSONNEL PREFERRED QUALIFICATIONS

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

Technical Project Manager

- Master's Degree in Computer Science, IT Project Management, Business, or related field of study.
- Previous experience working with IBM Rational or similar project lifecycle tools.
- Previous experience with Budgeting or Financial systems.
- Previous experience with State Government or Higher Education.

Required and preferred qualifications for personnel to be added via Work Order shall be described in the Work Order.

2.11 RETAINAGE

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.12 WORK ORDER PROCESS

- A) Additional services and/or resources will be provided via a Work Order process. Work Orders under this TORFP will be issued for time and materials (T&M) pricing. T&M Work Orders will be issued in accordance with pre-approved Labor Categories with the fully loaded rates proposed in Attachment 1.
- B) The TO Manager shall e-mail a Work Order Request (See Attachment 17) to the TO Contractor to provide services or resources that are within the scope of this TORFP. The Work Order Request will include:
- 1) Technical requirements and description of the service or resources needed
 - 2) Performance objectives and/or deliverables, as applicable
 - 3) Due date and time for submitting a response to the request
 - 4) Required place(s) where work must be performed
- C) The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
- 1) A response that details the TO Contractor's understanding of the work;
 - 2) A price to complete the Work Order Request using the format provided in Attachment 17.
 - 3) A description of proposed resources required to perform the requested tasks, with CATS+ labor categories listed in accordance with Attachment 1.
 - 4) An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks.
 - 5) State-furnished information, work site, and/or access to equipment, facilities, or personnel.
 - 6) The proposed personnel resources, including any subcontractor personnel, to complete the task.
- D) For a T&M Work Order, the TO Manager will review the response and will confirm the proposed labor rates are consistent with this TORFP.

- E) The TO Manager may contact the TO Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the TO Procurement Officer for approval. The TO Procurement Officer could issue a change order to the TORFP if appropriate.
- F) Proposed personnel on any type of Work Order shall be approved by the TO Manager. The TO Contractor shall furnish resumes of proposed personnel specifying their intended labor category from the CATS+ Labor Categories proposed in the TO Proposal. The TO Manager shall have the option to interview the proposed personnel and shall notify the TO Contractor of acceptance or denial of the personnel.
- G) The TO Manager will issue the NTP after the Work Order is approved.

2.13 INVOICING

Invoices shall be submitted monthly. Signed PEF's shall accompany all invoices submitted for payment. Payment of invoices will be withheld if a signed PEF (Attachment 18) is not submitted.

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

2.13.1 T&M Invoicing

2.13.1.1 TIME SHEET SUBMISSION AND ACCEPTANCE

Within three (3) business days after the last day of the month, the TO Contractor shall submit a monthly timesheet for the preceding month providing data for all resources provided under the TO.

At the direction of the TO Manager, each monthly timesheet shall show:

- A) Title: "Time Sheet for Enterprise Budgeting Project"
- B) Issuing company name, address, and telephone number
- C) For each employee /resource:
 - a) Employee / resource name
 - b) For each Period ending date, e.g., "Period Ending: mm/yyyy"
 - (1) Tasks completed that period and the associated deliverable names and ID#s
 - (2) Number of hours worked each day
 - (3) Total number of hours worked that Period
 - (4) Weekly variance above or below 40 hours
 - (5) Annual number of hours planned under the TO
 - (6) Annual number of hours worked to date
 - (7) Balance of hours remaining
 - (8) Annual variance to date (Sum of periodic variances)
- D) TO Contractor signature acknowledging the accuracy of the time reported.
- E) Signature and date lines for the TO Manager
- F) Time sheets shall be submitted to the TO Manager for approval by signature.

2.13.1.2 T&M INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) A proper invoice shall identify “DoIT” as the recipient and contain the following information: date of invoice, TO Agreement number, deliverable description, deliverable number (e.g., “2.7.4.1.”), period of performance covered by the invoice, a total invoice amount, and a TO Contractor point of contact with telephone number. Include for each person covered by the invoice the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount and a copy of each person’s timesheet for the period signed by the TO Manager.
- B) The TO Contractor shall email the original of each invoice, and signed PEF, for each deliverable being invoiced to DoIT at doitfiscal.invoiceservice@maryland.gov, with a copy to the TO Manager.
- 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.

2.13.2 FIXED PRICE INVOICE SUBMISSION PROCEDURE

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.14 SOC TYPE II AUDIT

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

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SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

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

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

3.2 SUBMISSION

The TO Proposal shall be submitted via two e-mails, each not to exceed 10MB.

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

- Subject line “CATS+ TORFP # F50B5400021 Technical” plus the Master Contractor Name
- One attachment labeled “TORFP F50B5400021 Technical - Attachments” containing all Technical Proposal Attachments (see Section 3.3 below), signed and in PDF format.
- One attachment labeled “TORFP F50B5400021 Technical – Proposal” in Microsoft Word format (2007 or later).

The TO Financial Proposal shall be contained in one email, with one attachment, with password protection. DoIT will contact Offerors for the password to open each file. Each file shall be encrypted with the same password. This email shall include:

- Subject line “CATS+ TORFP # F50B5400021 Financial” plus the Master Contractor Name
- One attachment labeled “TORFP F50B5400021 Financial” containing the Financial Proposal contents, signed and in PDF format.

3.3 SUMMARY OF ATTACHMENTS

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

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

- Attachment 4 – Conflict of Interest Affidavit and Disclosure - Signed PDF
- Attachment 5A – Minimum Qualifications Summary
- Attachment 5B – Personnel Resume Form - Signed PDF
- Attachment 13 – Living Wage Affidavit of Agreement - Signed PDF
- Attachment 16 - Certification Regarding Investments in Iran - Signed PDF

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

- Attachment 1 Price Sheet – Signed PDF

3.4 PROPOSAL FORMAT

A TO Proposal shall contain the following sections in order:

3.4.1 TO TECHNICAL PROPOSAL

A) Proposed Services

- 1) Executive Summary: A one-page summary describing the Offeror's understanding of the TORFP scope of work (Section 2) and proposed solution.
- 2) Proposed Solution: A more detailed description of the Offeror's understanding of the TORFP scope of work, proposed methodology and solution. The proposed solution shall be organized to exactly match the requirements outlined in Section 2.
- 3) Assumptions: A description of any assumptions formed by the Offeror in developing the Technical Proposal. Offerors should avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.
- 4) Tools the Master Contractor owns and proposes for use to meet any requirements in Section 2.

B) Compliance with Offeror's Company Minimum Qualifications

Offerors will complete the following table to demonstrate compliance with the Offeror's Company Minimum Requirements in Section 2.9.1.

Reference	Offeror Company Minimum Requirement	Evidence of Compliance
2.9.1.1	At least three (3) years of experience on an engagement(s) providing support services to U.S. based commercial or government entities in the area of Technical Project Management.	Offeror documents evidence of compliance here.
2.9.1.1.i	The Offeror has placed at least one resource on each engagement listed, serving in the role of Technical Project Manager (or equivalent), as demonstrated by the resource's resume(s) and work history, which must be included in proposal.	Offeror documents evidence of compliance here.
2.9.1.1.ii	Resource(s) was/were assigned to engagement(s) as Technical Project Manager (or equivalent) for at least one (1) continuous year.	Offeror documents evidence of compliance here.
2.9.1.1.iii	Engagements must have begun or ended within the last five (5) years.	Offeror documents evidence of compliance here.

C) Proposed Personnel and TORFP Staffing

Offerors shall propose **exactly one (1)** named resource in response to this TORFP.

- 1) Complete and provide for Proposed Personnel Attachment 5A Minimum Qualifications Summary and Attachment 5B Personnel Resume Form.
- 2) Provide evidence Proposed Personnel possesses the required skills and certifications in accordance with Section 2.9.2 Offeror's Personnel Minimum Qualifications.
- 3) Provide three (3) references for Proposed Personnel containing the information listed in Attachment 5B.
- 4) Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources in addition to the personnel requested in this TORFP, and how the TO Contractor Personnel shall be managed. Include:
 - a) Process and proposed lead time for locating and bringing on board resources that meet TO needs
 - b) Supporting descriptions for all labor categories proposed in response to this TORFP
 - c) Description of approach for quickly substituting qualified personnel after start of TO
- 5) Provide the names and titles of the Offeror's management staff who will supervise the TO Contractor Personnel and quality of services rendered under the TO Agreement.

D) MBE, SBE Participation and VSBE Participation

Offerors shall be a Small Business Enterprise (SBE) certified entity.

E) Subcontractors

Identify any proposed subcontractors and their roles in the performance of Section 2 - Scope of Work.

F) Overall Offeror team organizational chart

Provide an overall team organizational chart with all team resources available to fulfill the TO scope of work.

G) Master Contractor and Subcontractor Experience and Capabilities

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

- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland.

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

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

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

H) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

I) Confidentiality

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

3.4.2 TO FINANCIAL PROPOSAL

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

Note: Failure to specify a CATS+ labor category in the completed Price Sheet for each proposed resource will make the TO proposal non-responsive to this TORFP.

SECTION 4 - TASK ORDER AWARD PROCESS

4.1 OVERVIEW

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

4.2 TO PROPOSAL EVALUATION CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance. Failure to meet the Section 2.9 minimum qualifications shall render a TO Proposal not reasonably susceptible for award:

- A) The overall experience, capability and references for the Master Contractor as described in the Master Contractor's TO Technical Proposal.
- B) The capability of the proposed resource to perform the required tasks and produce the required deliverables in the TORFP Scope of Work – Section 2. Capability will be determined from each proposed individual's resume, reference checks, and interviews (See Section 1.5 – Oral Presentations/Interviews).
- C) The Master Contractor's overall understanding of the TORFP Scope of Work – Section 2. Level of understanding will be determined by the quality and accuracy of the technical proposal in adherence with Section 3.4.
- D) The ability for the Master Contractor to meet staffing expectations relative to supplying additional personnel for this TORFP meeting qualifications in Section 2.9 and 2.10.

4.3 SELECTION PROCEDURES

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 2 of this TORFP, and quality of responses to Section 3.4.1.
- B) Interviews will be performed for Proposed Personnel from all TO Proposals deemed technically qualified.

[For staffing TORFPs only when individual awards will be made] As described in Section 1.5, in the event that more than ten (10) responsive TO Proposals are received, the Procurement Officer may perform a down select. The Procurement Officer will notify the Offeror at time of scheduling initial interviews whether subsequent rounds of interviews are required. When used, the down select procedures to be followed by the Procurement Officer are as follows:

- a) An initial interview will be performed for all Proposed Personnel meeting minimum requirements.
- b) A technical ranking will be performed for all Proposed Personnel based on initial interview. Proposed Personnel will be ranked from highest to lowest for technical merit based on the quality of the proposals submitted and interview results.
- c) The top XX *[by percentage or quantity]* personnel by technical ranking will be notified of additional interviews. All other Offerors will be notified of non-selection for this TORFP.

- C) For TO Proposals deemed technically qualified, excluding Offerors notified of non-selection following any down-select, the associated TO Financial Proposal will be opened. All others, including Offerors notified of non-selection following any down-select, will be deemed not reasonably susceptible for award and the TO Procurement Officer will notify the Master Contractor it has not been selected to perform the work.
- D) DoIT will contact Offerors for the password to access TO Financial Proposal data. The TO Procurement Officer will only contact those Offerors with TO Proposals that are reasonably susceptible for award. Offerors that are unable to provide a password that opens the TO Financial Proposal documents will be deemed not susceptible for award. Subsequent submissions of financial content will not be allowed.
- E) Qualified TO Financial Proposal responses will be reviewed and ranked from lowest to highest price proposed.
- F) The most advantageous TO Proposal considering both the technical and financial submissions shall be selected for TO award. In making this selection, technical merit has greater weight.
- G) All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

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

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LIST OF ATTACHMENTS

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

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

ATTACHMENT 1 PRICE SHEET

PRICE SHEET (TIME AND MATERIALS) FOR CATS+ TORFP # F50B5400021

The total class hours (Column B) are not to be construed as “guaranteed” hours; the total number of hours is an estimate only for purposes of price sheet evaluation.

A year for this task order shall be calculated as one calendar year from NTP. **Labor Rate**

Maximums: The maximum labor rate that may be proposed for any CATS+ Labor Category shall not exceed the maximum for the CATS+ Master Contract year in effect on the TO Proposal due date.

Job Title from TORFP	CATS+ Labor Category	Hourly Labor Rate (A)	Total Class Hours (B)	Total Proposed CATS+ TORFP Price (C)
Year 1				
Technical Project Manager	Project Manager	\$	2000	\$
<i>Additional resources that may be added via Work Order</i>				
Functional Project Manager	Project Manager	\$	2000	\$
Quality Assurance Manager	Quality Assurance Manager	\$	2000	\$
Project Administrator	Program Administration Specialist, Project Control Specialist	\$	2000	\$
Data Architect	Architect, Information Technology (Senior)	\$	1000	\$
Evaluated Price Year 1				\$
Year 2 - Optional				
Technical Project Manager	Project Manager	\$	2000	\$
<i>Additional resources that may be added via Work Order</i>				
Functional Project Manager	Project Manager	\$	2000	\$
Quality Assurance Manager	Quality Assurance Manager	\$	2000	\$
Project Administrator	Program Administration Specialist, Project Control Specialist	\$	2000	\$
Data Architect	Architect, Information Technology (Senior)	\$	1000	\$
Evaluated Price Year 2				\$
Year 3 - Optional				
Technical Project Manager	Project Manager	\$	2000	\$
<i>Additional resources that may be added via Work Order</i>				
Functional Project Manager	Project Manager	\$	2000	\$
Quality Assurance Manager	Quality Assurance Manager	\$	2000	\$
Project Administrator	Program Administration Specialist, Project Control Specialist	\$	2000	\$
Interface Manager	Architect, Application	\$	2000	\$
QA Tester	Quality Assurance Specialist	\$	1000	\$
Evaluated Price Year 3				\$

Job Title from TORFP	CATS+ Labor Category	Hourly Labor Rate (A)	Total Class Hours (B)	Total Proposed CATS+ TORFP Price (C)
Year 4 - Optional				
Technical Project Manager	Project Manager	\$	2000	\$
<i>Additional resources that may be added via Work Order</i>				
Functional Project Manager	Project Manager	\$	2000	\$
Quality Assurance Manager	Quality Assurance Manager	\$	2000	\$
Project Administrator	Program Administration Specialist, Project Control Specialist	\$	2000	\$
Interface Manager	Architect, Application	\$	2000	\$
QA Tester	Quality Assurance Specialist	\$	2000	\$
			Evaluated Price Year 4	\$
Year 5 - Optional				
Technical Project Manager	Project Manager	\$	2000	\$
<i>Additional resources that may be added via Work Order</i>				
Functional Project Manager	Project Manager	\$	2000	\$
Quality Assurance Manager	Quality Assurance Manager	\$	2000	\$
Project Administrator	Program Administration Specialist, Project Control Specialist	\$	2000	\$
Interface Manager	Architect, Application	\$	2000	\$
QA Tester	Quality Assurance Specialist	\$	2000	\$
			Evaluated Price Year 5	\$
Total Evaluated Price (Years 1 – 5)				\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

Signature

Date

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

ATTACHMENT 2 MINORITY BUSINESS ENTERPRISE FORMS

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP

ATTACHMENT 3 TASK ORDER AGREEMENT

CATS+ TORFP# F50B5400021 OF MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this _____ day of _____, 2015 by and between _____ (TO Contractor) and the STATE OF MARYLAND, Department of Information Technology (DoIT).

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 DoIT, as identified in the CATS+ TORFP # F50B5400021.
 - b) “CATS+ TORFP” means the Task Order Request for Proposals # F50B5400021, dated _____, including any addenda.
 - c) “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated _____.
 - d) “TO Procurement Officer” means Gayle Mealy. 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 DoIT and TO Contractor.
 - f) “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g) “TO Manager” means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h) “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
 - i) “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
 - j) “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a) The TO Agreement,
 - b) Exhibit A – CATS+ TORFP
 - c) Exhibit B – TO Technical Proposal
 - d) Exhibit C – TO Financial Proposal

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

3. Time for Performance

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

4. Consideration and Payment

4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS+ TORFP and shall not exceed \$_____, which includes \$_____ for the base year and \$_____ for option year #1, \$_____ for option year #2, \$_____ for option year #3, and \$_____ for option year #4. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.

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

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

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

THE NEXT PAGE IS THE SIGNATURE PAGE

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, DoIT

By:

Date

Witness: _____

Approved for form and legal sufficiency this _____ day of _____ 2015.

Assistant Attorney General

ATTACHMENT 4 CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

- A) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, offeror, contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C) The bidder or offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):
- E) The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

Date: _____

By: _____

(Authorized Representative and Affiant)

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

- 1) For this TORFP,
 - a) Master Contractors shall comply with all personnel requirements defined under the Master Contract RFP 060B2490023.
 - b) Master Contractors shall propose the CATS+ Labor Category that best fits each proposed resource. A Master Contractor may only propose against labor categories in the Master Contractor's CATS+ Master Contract Financial Proposal.
 - c) A Master Contractor's entire TO Technical Proposal will be deemed not susceptible for award if any of the following occurs:
 - i) Failure to follow these instructions.
 - ii) Failure to propose a resource for each job title or labor category identified in the TORFP as a required submission.
 - iii) Failure of any proposed resource to meet minimum requirements as listed in this TORFP and in the CATS+ Master Contract.
 - iv) Placing content on the Minimum Qualifications Summary that is not also on the Personnel Resume Form. *The function of the Minimum Qualifications Summary is to aid the agency to make a minimum qualification determination. Information on the Minimum Qualification Summary must correspond with information on the Personnel Resume form and shall not contain additional content not found on the other form.*
 - v) A resource proposed in response to this TORFP is not available as of TO award. Substitutions prior to award are considered alternate proposals and will not be allowed.
 - d) Complete and sign the **Minimum Qualifications Summary** (Attachment 5A) and the **Personnel Resume Form** (Attachment 5B) for each resource proposed. Alternate resume formats are not allowed.
 - i) The **Minimum Qualifications Summary** demonstrates the proposed resource meets minimum qualifications for the labor category, as defined in the CATS+ Master Contract RFP Section 2.10, and any additional minimum requirements stated in this TORFP. For each minimum qualification, indicate the location on the Personnel Resume Form (5B) demonstrating meeting this requirement.

Only include the experience relevant to meeting a particular minimum qualification. Every skill must be linked to specific work experience and/or education. *The Minimum Qualification Summary shall not contain content that cannot be correlated to the Personnel Resume form.*

Every experience listed on the Minimum Qualifications Resume Summary must be explicitly listed with start and stop dates. 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 the mandatory time requirement; in this case, three months. Note: Overlapping time periods shall only count once against a specific minimum qualification (i.e., a minimum qualification may not be met by listing two examples occurring during the same time period.).

- ii) The **Personnel Resume Form** provides resumes in a standard format. Additional information may be attached to each Personnel Resume Summary if it aids a full and complete understanding of the individual proposed.

ATTACHMENT 5A– MINIMUM QUALIFICATIONS SUMMARY
CATS+ TORFP # F50B5400021

*All content on this form must also be on the Personnel Resume Form.
ONLY include information on this summary that supports meeting a minimum qualification.*

Proposed Individual's Name and Company/Sub-Contractor:	List how the proposed individual meets each requirement by including a reference to relevant entries in Form 5B						
LABOR CATEGORY TITLE – (INSERT CATS+ LABOR CATEGORY NAME)							
Education: Insert the education description from a. The CATS+ Master Contract RFP from Section 2.10 for the applicable labor category	(Identify school or institution Name; Address; Degree obtained and dates attended.)						
Generalized Experience: Insert the generalized experience description from the CATS+ RFP a. The CATS+ Master Contract RFP from Section 2.10 for the applicable labor category Provide dates in the format of MM/YY to MM/YY	(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Generalized Experience.) <table border="1"><thead><tr><th>FROM</th><th>TO</th><th>Job Title and Company</th></tr></thead><tbody><tr><td colspan="2">Match to Form 5B:</td><td><insert cross-reference(s) to the full description on Form 5B></td></tr></tbody></table>	FROM	TO	Job Title and Company	Match to Form 5B:		<insert cross-reference(s) to the full description on Form 5B>
FROM	TO	Job Title and Company					
Match to Form 5B:		<insert cross-reference(s) to the full description on Form 5B>					
Specialized Experience: Insert the specialized experience description from the CATS+ RFP a. The CATS+ Master Contract RFP from Section 2.10 for the applicable labor category Provide dates in the format of MM/YY to MM/YY	(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Specialized Experience.) <table border="1"><thead><tr><th>FROM</th><th>TO</th><th>Job Title and Company</th></tr></thead><tbody><tr><td colspan="2">Match to Form 5B:</td><td><insert cross-reference to the full description on Form 5B></td></tr></tbody></table>	FROM	TO	Job Title and Company	Match to Form 5B:		<insert cross-reference to the full description on Form 5B>
FROM	TO	Job Title and Company					
Match to Form 5B:		<insert cross-reference to the full description on Form 5B>					
TORFP Additional Requirements Minimum qualifications and required certifications as defined in Section 2.9.2 of this TORFP. Provide dates in the format of MM/YY to MM/YY							

The information provided on this form for this labor class is true and correct to the best of my knowledge (Signatures must be included):

Master Contractor Representative:

Signature

Date

Proposed Individual:

Signature

Date

ATTACHMENT 5B – PERSONNEL RESUME FORM
CATS+ TORFP # F50B5400021

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

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

Education / Training (start with most recent degree / certificate)

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

Relevant Work Experience*

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

[Organization] [Title / Role] [Period of Employment / Work (MM/YY – MM/YY)] [Location] [Contact Person (Optional if current employer)] [Technologies Used]	Description of Work (recommended: organize work descriptions to address minimum qualifications and other requirements)
[Organization] [Title / Role] [Period of Employment / Work MM/YY – MM/YY] [Location] [Contact Person] [Technologies Used]	Description of Work (recommended: organize work descriptions to address minimum qualifications and other requirements)

*Fill out each box. Do not enter “see resume” as a response.

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

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

Reference Number:	1
Date From:	<mm/yy>
Date To:	<mm/yy>
Organization Name:	<insert organization name>
Contact Name:	<insert contact>
Contact Phone:	<insert phone>

Contact e-mail:	<insert e-mail>
Details:	<insert details>

The information provided on this form for this labor class is true and correct to the best of my knowledge (Signatures must be included):

Master Contractor Representative:

Signature

Date

Proposed Individual:

Signature

Date

Instruction: Sign each form.

ATTACHMENT 6 PRE-PROPOSAL CONFERENCE DIRECTIONS

From Baltimore Area:

Take I-97 off the Baltimore Beltway heading south to Annapolis.

I-97 will end and turn into Route 50 East.

Take Rowe Blvd. exit toward downtown Annapolis.

From the Eastern Shore or Route 2:

Cross the Severn River Bridge and exit on Rowe Blvd.

From Either Direction:

Follow Rowe Blvd. to the third traffic light.

Stay to the right when the road splits before the Treasury Building.

Turn right onto Calvert St.

45 Calvert Street is the first building immediately on the right.

Room 164 is on the first floor.

Stop and register with the Security Guard; you will be directed to Room 242.

Parking:

The closest garage is next to 45 Calvert St. but must be entered from Clay St. This is the second right turn after turning onto Calvert St. Turn right onto Clay St. immediately after passing 45 Calvert St.

Another garage is available about a half of a block down from 45 Calvert St. on the left, called Gotts' Garage.

There is also limited metered parking available on Calvert and surrounding streets.

ATTACHMENT 7 NOTICE TO PROCEED (SAMPLE)

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ TO Project Number (TORFP #): F50B5400021

Dear TO Contractor Contact:

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

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

Sincerely,

TO Procurement Officer

Task Order Procurement Officer

Enclosures (2)

cc: TO Manager

Procurement Liaison Office, Department of Information Technology

Project Oversight Office, Department of Information Technology

ATTACHMENT 8 AGENCY RECEIPT OF DELIVERABLE FORM

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

ATTACHMENT 9 AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

ATTACHMENT 10 NON-DISCLOSURE AGREEMENT (OFFEROR)

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

ATTACHMENT 11 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ____ day of _____, 20__, by and between the State of Maryland ("the State"), acting by and through its Department of IT (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 EBS PROJECT STAFFING TORFP No. F50B5400021 dated _____, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B2490023; and

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

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

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

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

TO Contractor/TO Contractor's Personnel:

DoIT:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT 12 TO CONTRACTOR SELF-REPORTING CHECKLIST

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

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

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

SUBMIT AS INSTRUCTED IN TORFP.

ATTACHMENT 13 LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

Bidder/Offeror is a nonprofit organization

Bidder/Offeror is a public service company

Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000

Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

If the Contract is a Living Wage Contract

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

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

All employee(s) proposed to work on the State contract will spend less than one-half of the employee's time during every work week on the State contract;

All employee(s) proposed to work on the State contract will be 17 years of age or younger during the duration of the State contract; or

All employee(s) proposed to work on the State contract will work less than 13 consecutive weeks on the State contract.

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

Name of Authorized Representative: _____

Signature of Authorized Representative _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

ATTACHMENT 14 MERCURY AFFIDAVIT

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

**ATTACHMENT 15 VETERAN SMALL BUSINESS ENTERPRISE PARTICIPATION (VSBE)
FOR STATE OF MARYLAND**

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

ATTACHMENT 16 CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

The Investment Activities in Iran list is located at: www.bpw.state.md.us

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

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

CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

ATTACHMENT 17 SAMPLE WORK ORDER

WORK ORDER	Work Order #	Contract #		
This Work Order is issued under the provisions of Task Order F50B5400021 contract. The services authorized are within the scope of services set forth in the <i>Purpose</i> of the Work Order.				
Purpose				
Statement of Work Requirements:				
Deliverable(s), Acceptance Criteria and Due Date(s):				
Deliverables are subject to review and approval by DoIT prior to payment. <i>(Attach additional sheets if necessary)</i>				
Start Date	End Date			
Cost				
Description for Task / Deliverables	Quantity (if applicable)	Labor Hours (Hrs.)	Labor Rate	Estimate Total
1.			\$	\$
2.			\$	\$
*Include WBS, schedule and response to requirements.			DoIT shall pay an amount not to exceed	\$
Contractor		Agency Approval		
(Signature) Contractor Authorized Representative (Date)		(Signature) TO Manager (Date)		
POC	(Print Name)	TO Manager	(Print Name)	
Telephone No.		Telephone No.		
Email:		Email:		

ATTACHMENT 18 PERFORMANCE EVALUATION FORM

TORFP Title: EBS PROJECT STAFFING TORFP

TORFP # F50B5400021

Name of individual being evaluated: <insert name>

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

Evaluation Month & Year: _____

Role (TORFP Section 2.9.2): _____

Labor Category: _____

TO Contractor Name: _____

TO Contractor Contact: _____

TO Manager: _____

TO Requesting Agency: DoIT

PROJECT PERSONNEL PERFORMANCE RATING*

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

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

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

Employee performance overall is accepted.

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

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

OTHER COMMENTS:

Signature of Evaluator

Date

Signature of TO Contractor

Date

ATTACHMENT 19 CRIMINAL BACKGROUND CHECK AFFIDAVIT

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.