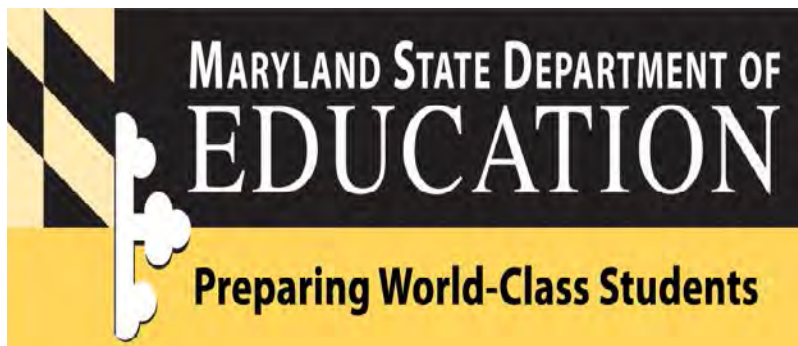


Consulting and Technical Services+ (CATS+)  
Task Order Request for Proposals (TORFP)

**Help Desk, Training and Application Support for  
Child Care Administrative Tracking System  
(CCATS)**

CATS+ TORFP # **R00B4400073**



MARYLAND STATE DEPARTMENT OF EDUCATION (MSDE)  
**Office of Information Technology (OIT)**

Issue Date: Thursday, April 17, 2014

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**HELP DESK TRAINING AND APPLICATION SUPPORT FOR CHILD CARE  
ADMINISTRATIVE TRACKING SYSTEM  
TORFP #R00B4400073  
PRE-PROPOSAL CONFERENCE INTENT TO ATTEND  
Print or Type**

NAME OF COMPANY:

ADDRESS OF COMPANY:

FAX NUMBER:

E-Mail ADDRESS:

MINORITY BUSINESS ENTERPRISE (MBE): YES \_\_\_\_\_ NO \_\_\_\_\_

EXPECTED NUMBER OF ATTENDEES:

NAME OF PRIMARY CONTACT FOR  
PURPOSES OF SENDING INFORMATION:

If you are unable to attend the Pre-Proposal conference or submit a proposal, for this project please fill out the bottom portion of this letter and return to:

**Maryland State Department of Education  
Attention: Dorothy Richburg: [drichburg@msde.state.md.us](mailto:drichburg@msde.state.md.us)  
Procurement Section  
200 West Baltimore Street  
Baltimore, Maryland 21201**

**I will, will not attend the pre-proposal conference**

**I will, will not submit a proposal for this project. If not, please explain:**

**Too busy at this time**

**Not engaged in this type of work**

**Site location too distant**

**Project too large/small (circle one)**

Other (specify)

Signature \_\_\_\_\_ Title \_\_\_\_\_

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

DATE \_\_\_\_\_ TELEPHONE NO. \_\_\_\_\_

## 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:	Help Desk, Training and Application Support for Child Care Administrative Tracking System (CCAT)
TO Project Number (TORFP #):	R00B4400073
Functional Area:	10 IT Management and Consulting Services
TORFP Issue Date:	Thursday, April 17, 2014
Questions Due Date and Time:	Monday, May 5, 2013 no later than 2:00 PM ET
Closing Date and Time:	Wednesday, May 28, 2014 no later than 2:00 PM ET
TORFP Requesting Agency:	Maryland Department of Education (MSDE) Office of Information Technology for Education 200 West Baltimore Street, Baltimore, MD 21201
Send Questions and Proposals to:	Dorothy Richburg, Procurement Office <a href="mailto:drichburg@msde.state.md.us">drichburg@msde.state.md.us</a>
TO Procurement Officer:	Dorothy Richburg, Procurement Officer Office Phone: 410-767-0628 Office Fax: 410-332-2017
TO Manager:	Peter Cevenini, Chief Information Officer Office Phone: 410-767-8108 Fax: 410-333-0257
TO Type:	Time and Materials
Period of Performance:	3 Years with two (2) 1-year renewal Option Periods
MBE Goal:	15 %
VSBE Goal:	0%
Small Business Reserve (SBR):	No
Primary Place of Performance:	Maryland State Department of Education Nancy S. Grasmick State Education Building 200 West Baltimore Street, Baltimore, MD 21201
TO Pre-proposal Conference:	Maryland State Department of Education Nancy S. Grasmick State Education Building 200 West Baltimore Street, 8 <sup>th</sup> Floor, CR 1 Baltimore, MD 21201 Tuesday, May 13, 2014 @ 1:00 PM ET See Attachment 6 for Directions

## SECTION 1 - ADMINISTRATIVE INFORMATION

### 1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT

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

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

### 1.2 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the TO:

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

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

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

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

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

### **1.3 TO AGREEMENT**

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

### **1.4 TO PROPOSAL SUBMISSIONS**

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

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

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

Interviews will be performed at the oral presentation and will be performed by in person for all Offerors meeting minimum qualifications. All candidates shall be interviewed in substantially the same manner.

### **1.6 QUESTIONS**

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

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

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

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

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

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

In order to assure adequate seating and other accommodations at the pre-proposal conference please email the 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 Procurement Officer no later than five (5) business days prior to the pre-proposal conference. The MSDE will make reasonable efforts to provide such special accommodation.



## 1.8 CONFLICT OF INTEREST

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

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

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

## 1.9 LIMITATION OF LIABILITY

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

## 1.10 CHANGE ORDERS

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

## 1.11 TRAVEL REIMBURSEMENT

Expenses for travel and other costs shall be reimbursed only with prior approval by the TO Manager.

## 1.12 MINORITY BUSINESS ENTERPRISE (MBE)

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

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation at the time of TO Proposal submission (See Attachment 2 Minority Business Enterprise Forms and Section 3 Task Order Proposal Format and Submission Requirements). **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time of TO Proposal submission will result in the State's rejection of the Master Contractor's TO Proposal.**

### 1.12.1 MBE PARTICIPATION REPORTS

MSDE will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements.



- A) Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS+ Master Contract by the 15th day of each month.
- B) The TO Contractor shall provide a completed MBE Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment 2, Form D-5) to MSDE at the same time the invoice copy is sent.
- C) The TO Contractor shall ensure that each MBE Subcontractor provides a completed Subcontractor Paid/Unpaid MBE Invoice Report (Attachment 2, Form D-6).
- D) Subcontractor reporting shall be sent directly from the subcontractor to the MSDE. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Manager.

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

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

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

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

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

A reading room is currently not anticipated for this TORFP, however in the event that the need arises, the following applies: Certain system documentation may be available for potential Offerors to review at a reading room at MSDE's address. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

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

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

### **1.15 LIVING WAGE**

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

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

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

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

**1.17 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES**

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

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

**1.18 MERCURY AND PRODUCTS THAT CONTAIN MERCURY**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

**1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

## SECTION 2 - SCOPE OF WORK

### 2.1 PURPOSE

MSDE is issuing this CATS+ TORFP to obtain expert Application Help Desk , Training and Application Support to approximately 1,000 CCATS end users. The end users are located at MSDE, thirteen (13) MSDE Regional Licensing Offices and the Department of Human Resources (DHR).

CCATS has been in production since February 2007. The scope of the TORFP is focused on the:

- Support and training for the existing system in production,
- Testing support for maintenance releases as it relates to MSDE's role, and
- Support for project enhancements as it relates to agency responsibilities for testing and training on enhancements.

MSDE is issuing this CATS+ TORFP to obtain four (4) qualified resources that can best satisfy the TO requirements. As part of the evaluation of the proposal for this TO, Master Contractors shall propose **exactly four (4) named resources** and shall describe in a Staffing Plan how additional resources will be acquired to meet the needs of MSDE. MSDE expects four (4) resources to be available as of the Notice to Proceed (NTP) and OIT will initiate work orders in accordance with the Work Order process in Section 2.12, to obtain additional resources as needed.

Upon contract award, four full-time help desk and testing personnel shall be available to support an unusually high volume of testing and system support. This increased workload is due to the federal early learning challenge grant funded system improvements which will continue through December 31, 2015.

Additional duties may be performed on a time and materials "work order" basis as needed.

MSDE will have the option of adding additional resources to this TO for a maximum total of eight (8) resources at any time. All additional resources will be requested through a Work Order process (See Section 2.12.3).

### 2.2 REQUESTING AGENCY BACKGROUND

MSDE provides leadership, support and accountability to the effective systems of public education, library services and rehabilitation services. The OIT manages CCATS which is used by the Division of Early Childhood Development (DECD) Office of Child Care to track child care provider and customer information, as well as process applications for the Office of Licensing, the Office of Child Care Subsidy and the Office of Credentialing.

### 2.3 SYSTEM DESCRIPTION

MSDE OIT is issuing a CATS + TORFP to provide expert Application Help Desk Support, Testing and Training to approximately 1000 CCATS end users. The end users are staffed at MSDE, thirteen (13) Regional Licensing Offices and the Department of Human Resources (DHR). In addition, payment processing has been outsourced to Affiliated Computer Services (ACS), a Xerox company. The number of payment processing users ranges from 7 to 10, depending on workload.

The TO Contractor shall provide a minimum of one person to support MSDE, Xerox, and DHR CCATS end users statewide with Application Level Two Help Desk Support during regular workdays at the MSDE central office unless scheduled for off-site training or meetings. MSDE OIT internal staff currently provides a Level One Help Desk which is the first point of contact for all technical issues including workstation maintenance, network connectivity, and desktop software as well as custom applications such as CCATS which are managed by the agency. When a Help Desk call is received that requires specialized knowledge of the CCATS application, the caller is referred to the Level Two Help Desk. The TO Contractor shall provide personnel for Level Two Help Desk only. (MSDE does not utilize a Level Three Help Desk.) As maintenance changes and project enhancements are released to production, the TO Contractor shall provide Level Two Help Desk support and training on new or modified features. The TO Contractor shall also provide remedial training to CCATS support staff as required which may be at field locations in Maryland or through “webinars”. The TO Contractor shall provide coordination, guidance and support for User Acceptance Testing of new releases.

In addition the TO Contractor shall provide three (3) testing personnel. The primary duties of the Testers will be to test against change order requirements, perform regression testing, prepare test plans, set up test data for specific scenarios, analyze the causes and consequences of defects, document problems, track problems through resolution, verify corrections following deployment and conduct other tasks required by the Agency to insure acceptable operation of the system. Testers may provide training and other guidance to other users in proper use of the system. Testers may assist with Level Two Help Desk calls, assisting callers and tracking problems through resolution. Testers may assist in maintaining system documentation. Testers will participate in requirements gathering and status meetings. MSDE may issue work orders for additional Help Desk, Testing and Training Personnel to perform help desk support, testing support, and training activities as it relates to MSDE’s role during major system changes (i.e. play the role of users during User Acceptance Testing (UAT) for CCATS Enhancement Project).

CCATS is a web-based application developed in Java 2 Enterprise Edition (J2EE). In 2013 the system was migrated from International Business Machines (IBM) Websphere application server (v5.1) to Dell servers running Windows 2008 and Weblogic. The database continues to be IBM Database 2 (DB2) (v9.5). The application environment consists of a production application server, a test application server, a training application server and a database server running as virtual environments.

The Business Objects XI software has been implemented as the reporting solution. The reporting environment includes a production Business Objects Server and a test Business Objects server.

Currently the application is implemented on the MSDE secure intranet utilizing networkMaryland as the wide area network for 13 regional offices and approximately 50 local Departments of Social Services (LDSS) offices. Application and database servers are hosted by an external vendor. The CCATS Hosting, via a separate task order, provides for server administration, physical database administration, operations support, back-up and recovery services. Application maintenance, including application programming corrections and enhancements are under an additional task order for CCATS maintenance and major enhancements which includes the eCCATS project work.

## 2.4 PROFESSIONAL DEVELOPMENT

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

With MSDE prior approval, the time allocated to these continuing education activities for staff deployed to MSDE 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 MSDE in the near future.

## 2.5 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

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

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

The following policies, guidelines and methodologies can be found at the DoIT site (<http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>). These may include, but are not limited to:

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

## 2.6 REQUIREMENTS

### 2.6.1 TO CONTRACTOR RESPONSIBILITIES

The TO Contractor shall provide staffing and resources to fully supply the following services.

### 2.6.2 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

At a minimum, the work to be accomplished by the TO Contractor personnel under this TORFP shall consist of the following:

Requirement ID	Requirement	Deliverable ID (if applicable)
2.6.2.1	<p>TO Contractor shall provide Level 2 Help Desk Support on application issues that cannot be addressed by the MSDE OIT Level One Help Desk such as:</p> <ul style="list-style-type: none"> <li>• Inability to process a record due to erroneous data entered by users or remaining from data migrations.</li> <li>• Defects in the system that prevent correct data processing</li> <li>• System operations that do not conform to agency requirements</li> </ul>	

Requirement ID	Requirement	Deliverable ID (if applicable)
	<ul style="list-style-type: none"> <li>Lack of user knowledge on the correct use of the system for a business process</li> </ul>	
(a)	TO Contractor shall log Level Two Help Desk calls in the MSDE KACE System and track issues through resolution.	2.7.4.1
(b)	TO Contractor shall assist in Incident Management by reporting the occurrence, status and resolution of incidents that prevent normal use of the CCATS application in the Agency ticket system.	2.7.4.1
(c)	TO Contractor shall log issues resulting from slow response time in UAT or production environments in conjunction with MSDE and/or the CCATS vendors.	2.7.4.1
(d)	TO Contractor shall track all issues and identify recurring issues reported by Payment Processing, Subsidy, Accounting, Licensing, and Credentialing users.	2.7.4.1
2.6.2.2	TO Contractor shall investigate the root causes of severe or recurring system problems.	2.7.4.1
(a)	TO Contractor shall document the symptoms, causes and potential solutions of system problems in a word template for further action by the Agency.	2.7..44
(b)	TO Contractor shall develop recommended procedural or system changes to prevent operational problems.	
(c)	TO Contractor shall coordinate with the Department of Human Resources Information Systems (DHRIS) on Client Information System (CIS) related issues; identify CIS related errors and communicate them to the CCATS PM.	
(d)	TO Contractor shall collect and resolve bad records (i.e. duplicate records).	
(e)	TO Contractor shall provide one (1) Help Desk Manager	
(f)	TO Contractor shall provide three (3) Testing Personnel until such time as the Agencies no longer requires this staffing	
(g)	TO Contractor shall provide additional resources in any of the pre-approved labor categories	

<b>Requirement ID</b>	<b>Requirement</b>	<b>Deliverable ID (if applicable)</b>
2.6.2.3	TO Contractor shall assist in change management processes.	
(a)	TO Contractor shall assist in developing work requests for CCATS changes and in recording approvals required for changes in the CCATS application. A SharePoint workflow application is used to record changes and approvals.	2.7.4.8
(b)	TO Contractor shall maintain current versions of CCATS documentation In a SharePoint document library designated for that purpose. TO Contractor may assist in preparing and updating CCATS documentation.	2.7.4.8
(c)	TO Contractor shall advise staff regarding the development of requests to address issues.	2.7.4.8
(d)	TO Contractor shall review time-cost estimates and design documents to ensure that issues will be addressed.	2.7.4.1
(e)	TO Contractor shall notify MSDE, LDSS and Payment Processing staff of system changes and deployments.	2.7.4.3/2.7.4.10
2.6.2.4	TO Contractor shall coordinate, plan and lead CCATS training programs.	2.7.4.2
(a)	TO Contractor shall organize and provide training to Payment Processing, Licensing, Credentialing and Subsidy staff for major releases and to address recurring issues.	2.7.4.2
(b)	TO Contractor shall provide presentations to regularly scheduled user group and regional meetings.	2.7.4.7
(c)	TO Contractor shall, with agency staff, prepare topic based webinars on the correct use of the system.	2.7.4.7
(d)	TO Contractor shall prepare and provide training materials if necessary.	2.7.4.5
2.6.2.5	TO Contractor shall assist with test planning, script development and reporting for UAT of new releases.	2.7.4.3
(a)	TO Contractor shall prepare and document in test plans.	
(b)	TO Contractor shall provide feedback to licensing, subsidy and credentialing regarding script execution and test outcomes.	



Requirement ID	Requirement	Deliverable ID (if applicable)
(c)	TO Contractor shall provide test case scenarios based on actual use of the system and approved requirements for changes, including regression tests.	2.7.4.3
(d)	TO Contractor shall coordinate testing activities with all users including other divisions or offices (i.e., accounting). TO Contractor shall document issues identified during testing.	
2.6.2.6	TO Contractor shall provide support to CCATS security with user set up or questions as required	
(a)	TO Contractor shall monitor correct use of security guidelines by activities such as auditing user privileges and report findings to PM and Security.	2.7.4.6
2.6.2.7	<p>TO Contractor shall provide monthly progress reports. Monthly progress report will contain information on:</p> <ul style="list-style-type: none"> <li>○ Work accomplished during the reporting period.</li> <li>○ Problem areas.</li> <li>○ Planned activities for the next reporting period.</li> </ul>	2.7.4.1
(a)	TO Contractor shall, upon request, perform random audits of counties to insure no data entry related issues are occurring; report audit concerns to program staff.	
(b)	TO Contractor shall, upon request, facilitate meetings regarding use of the system.	
(c)	TO Contractor shall, upon request, assist MSDE personnel in data mapping to understand and improve reports and extracts for data analysis.	
(d)	TO Contractor shall, upon request, assist in testing for UAT, regression testing or to define a problem.	
(e)	TO Contractor shall, upon request, attend and support site specialist meetings with MSDE, Payment Processing and LDSS with regard to CCATS issues.	
2.6.2.8	TO Contractor shall turn over all electronic and paper work products, including documentation, email, meeting notes and training materials, to the MSDE TO Manager at the conclusion of the TO.	
2.6.2.9	<p>At the conclusion of the Task Order, TO Contractor will provide at least eighty (80) hours of training to the incoming contractor covering the normal use of system processes and common problems in:</p> <ul style="list-style-type: none"> <li>• Licensing modules</li> </ul>	

Requirement ID	Requirement	Deliverable ID (if applicable)
	<ul style="list-style-type: none"> <li>• Subsidy modules</li> <li>• Credentialing modules</li> <li>• Grant modules</li> <li>• Public Portal features</li> <li>• System Administration</li> </ul> <p>Training scheduled will be determined by MSDE.</p>	

**2.6.3 SERVICE LEVEL AGREEMENT (SLA)**

The TO Contractor shall provide a monthly report on performance for service levels for the Level Two Help Desk. If service levels are not met, the TO Contractor shall provide a corrective action plan to remedy performance. The corrective action plans for “Calls to the Help Desk” and “Availability” shall be implemented at no cost to the State.

The Level Two Help Desk service levels are based on the assignment of one person as Help Desk Manager for regular duties and the expectation that the Help Desk Manager may be scheduled to perform training or meetings related to supporting the correct use of the system and contributing to the resolution of system problems.

Resolution of a Help Desk issue shall include any of the following:

- Provide guidance to the user in the correct use of the system, including instructions for “work arounds”.
- Referring policy or training issues to the appropriate DECD Manager.
- Escalating the issue to the OIT PM or eCCATS PM for action by OIT or other CCATS contractors. (For example, if the system is down or if a programming change is needed.)

Category	Work Outage / Exposure	Response Time	Response Availability	Resolution Time	Comments
Urgent	A large number of users are unable to use the system or perform a significant portion of their job. There is no work around.	Phone response or email response in 30 minutes	8 hour work days, scheduled between 7:00 A.M. to 6 P.M.	Escalated for resolution within an additional 30 minutes.	Arrangements will be made with the agency for contact or alternate coverage when off-site work is scheduled.
High	The issue will result in incorrect calculations, delays in payments for customers, or otherwise stop work on a record.	Phone response or email response in 1 business day	8 hour work days, 7:30 A.M. to 6 P.M.	Resolved in 2 additional business days.	
Normal	The issue causes the user to be unable to perform some small portion of their job, but they are still able to complete most other tasks. This includes questions from users on system behavior and reports of bad data.	Phone response or email response in 2 business days.	8 work days, 7:30 A.M. to 6 P.M.	As agreed by Project Manager.	

#### 2.6.4 BACKUP / DISASTER RECOVERY

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

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

TO Contractor shall provide Intel based workstations or laptops running Windows 7 for TO Contractor personnel. Workstations will have a minimum of 8 Gigabytes of RAM, 300 Gigabyte hard drive.

MSDE will provide an image with basic Agency software including Microsoft Office version 2007 or greater.

All Agency software shall be removed from the workstation/laptop at the conclusion of the task order.

All work products related to application support, including system documentation, meeting notes and emails, will be organized and turned over to MSDE at the conclusion of the task order.

TO Contractor Personnel shall support the CCATS application, which is a web application using the following software:

- Oracle Weblogic
- DB2
- CCATS application developed in J2EE (v 6 )
- Business Objects XI software

#### 2.7 PERFORMANCE AND PERSONNEL

##### 2.7.1 WORK HOURS

- Business Hours Support: The TO Contractor's collective assigned personnel shall support core business hours (7:00 AM to 6:00 PM), Monday through Friday except for State holidays, Service Reduction days, and Furlough days observed by the MSDE. TO Contractor personnel may also be required to provide occasional support outside of core business hours, including evenings, overnight, and weekends, to support: specific efforts and emergencies to resolve system repair or restoration.
- Scheduled Non-Business Hours Support: After hours support may be necessary to respond to IT Security emergency situations. Additionally, services may also involve some evening and/or weekend hours performing planned system upgrades in addition to core business hours. Hours performing system upgrades would be billed on actual time worked at the rates proposed.
- State-Mandated Service Reduction Days: TO Contractor personnel shall be required to participate in the State-mandated Service Reduction Days as well as State Furlough Days. In this event, the TO Contractor will be notified in writing by the TO Manager of these details.

- **Minimum and Maximum Hours:** Full-time TO Contractor personnel shall work a minimum of 40 hours per week with starting and ending times as approved by the TO Manager. A flexible work schedule may be used with TO Manager approval, including time to support any efforts outside core business hours. TO Contractor personnel may also be requested to restrict the number of hours TO Contractor personnel can work within a given period of time that may result in less than an eight hour day or less than a 40 hour work week.
- **Vacation Hours:** Requests for leave shall be submitted to the TO Manager at least two weeks in advance. The TO Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.

### **2.7.2 PERFORMANCE EVALUATION**

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

### **2.7.3 PERFORMANCE ISSUE MITIGATION**

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

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

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

The substitution of personnel procedures is as follows:

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

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

- A) Prior to commencement of work, TO Contractor employees and subcontractors to be assigned to perform work under the resulting TO Agreement shall be required to submit background check certification to MSDE from recognized Law Enforcement Agencies, including the FBI. TO Contractor shall be responsible for ensuring that its employees’ and subcontractors’ background

check certifications are renewed annually, and at the sole expense to the TO Contractor. MSDE reserves the right to disqualify any TO Contractor employees or subcontractors whose background checks suggest conduct, involvements, and/or associations that MSDE determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this TORFP. MSDE reserves the right to perform additional background checks on TO Contractor and subcontractor employees.

- B) Further, TO Contractor employees and subcontractors may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Contractor employees and subcontractors to be accompanied while on secured premises.
- C) TO Contractor employees shall, while on State premises, display their State issued identification cards without exception.
- D) TO Contractor shall require its employees to follow the State of Maryland and MSDE IT Security Policy and Standards throughout the term of the Contract.
- E) The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States citizens, prior to commencement of work under the resulting Contract.
- F) TO Contractor shall remove any employee from working on the resulting Contract where the State of Maryland provides evidence to the TO Contractor that said employee has not adhered to the security requirements specified herein.
- G) The cost of complying with all security requirements specified herein are the sole responsibilities and obligations of the TO Contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

## **2.8 DELIVERABLES**

### **2.8.1 DELIVERABLE SUBMISSION**

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

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

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

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

For any written deliverable, the TO Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in Section 2.8.3. Drafts of each final deliverable, except status reports, are required at least one week in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not

possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in Section 2.8.3.

### **2.8.2 DELIVERABLE ACCEPTANCE**

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

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

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

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

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

### **2.8.3 MINIMUM DELIVERABLE QUALITY**

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

Each deliverable shall meet the following minimum acceptance criteria:

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

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

#### 2.8.4 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

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

ID#	Deliverables	Acceptance Criteria	Due Date/Frequency
2.7.4.1	Deliverable A - Monthly Progress Report	MS Word or Excel Document that shall contain a listing of Level Two calls received, status and resolution.	Monthly on 10 day.
2.7.4.2	Deliverable B - Training Plan, when requested	MS Word Document that Shall contain content in compliance with State's System Development Life Cycle (SDLC) as applicable to MSDE CCATS. Documents are timely, clear, pertinent, and grammatically correct.	As needed
2.7.4.3	Deliverable C - UAT Test Scripts for application releases, when requested	MS Word that shall contain Test Description content in compliance with State's SDLC as applicable to MSDE CCATS.	As directed by the To Manager or CCATS PM
2.7.4.4	Deliverable D - Problem Reports	MS Word that shall contain content in compliance with State's SDLC as applicable to MSDE CCATS and following MSDE processes for problem reporting. Problem reports are timely, clear, pertinent, and grammatically correct.	As directed by the To Manager or CCATS PM
2.7.4.5	Deliverable E- Training Manuals and Desk Aides, when requested	MS Word or PowerPoint that shall contain content specified by MSDE CCATS. Documents are timely, clear, pertinent, and grammatically correct.	As directed by the To Manager or CCATS PM
2.7.4.6	Deliverable F - Security audit reports, when requested	MS Word that identifies the roles assigned to specific individuals and verifies that access is consistent with the approved role.	As directed by the To Manager or CCATS PM
2.7.4.7	Deliverable G - Presentations/Webinars	Shall utilize presentation tools provided by the Agency such as E-Illuminate. Clearly demonstrate the correct utilization of the CCATS application for a typical user. Frequency and schedule will be determined by MSDE based on release schedule.	As directed by the To Manager or CCATS PM



2.7.4.8	Deliverable H - CCATS Work Requests (for programming changes)	MS Word template that shall be prepared using the appropriate format for a system modification, change request or work order and recorded in the agency change control system (SharePoint). Frequency and schedule will be in response to user requests.	As directed by the To Manager or CCATS PM
2.7.4.9	Deliverable I - Provide help text and frequently asked questions	MS Word or HTML document to assist users in the correct use of the system. Text is consistent with system operation and current user policy. Frequency and schedule will be determined by MSDE based on release schedule and user needs.	As directed by the To Manager or CCATS PM

## 2.9 MINIMUM QUALIFICATIONS

### 2.9.1 OFFEROR'S COMPANY MINIMUM QUALIFICATIONS

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

2.9.1.1 At least ten (10) year of demonstrated experience providing help desk, training and support services to U.S. based commercial or government entities with at least 5,000 end-users.

2.9.1.2 In addition, TO Contractor must have had one or more engagements meeting the following criteria:

- (a) At least one engagement of three (3) years or more must have involved the provision of support to public users for a federal or state government agency website.
- (b) At least one engagement of three (3) years or more must have involved supporting staff users in a transactional system with eligibility determination and payment or benefit processing functions.

### 2.9.2 OFFEROR'S PERSONNEL MINIMUM QUALIFICATIONS

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

The proposed staff shall meet the following minimum qualification criteria for the Master Contractor to be eligible for consideration in the evaluation of this TORFP.

Resumes shall clearly outline starting dates and ending dates for each applicable experience or skills. Required experience and skills must be explicitly identified in Attachment 5 with the appropriate job or engagement.

#### 2.9.2.1 Required Named Personnel

##### (a) Help Desk Manager

The TO Contractor shall provide one Help Desk Manager. This is a required, named position. MSDE will interview the proposed personnel. The Help Desk Manager must meet the criteria for the labor category “Help Desk Manager” as defined in the CATS+ Master Contract.

In addition the Help Desk Manager must have the following qualifications as determined by resume, work experience, education and interview questions at the oral presentation:

- (i) Minimum of five (5) years experience supporting information technology systems which included:
  1. providing help desk support for a custom computer application, preferably in the public sector;
  2. analyzing data issues in a relational database environment;
  3. testing and documenting defects;
  4. analyzing user behavior and the system performance to clearly identify the cause of reported issues and recommend solutions; and
  5. developing user desk guides or similar aids for the use of computer applications.

##### (b) Testing Specialist

The TO Contractor shall provide three (3) Testing Specialists. These are required, named positions. MSDE will interview the proposed personnel. The Help Desk Manager must meet the criteria for the labor category “Testing Specialist” as defined in the CATS+ Master Contract.

In addition the Testing Specialist must meet the following qualifications as determined by resume, work experience, education and interview questions at the oral presentation:

- (i) Minimum of three (3) years computer systems experience in at least three (3) of the following:
  - providing help desk support for a custom computer application, preferably in the public sector;
  - analyzing data issues in a relational database environment;
  - testing and documenting defects;

- analyzing user behavior and the system performance to clearly identify the cause of reported issues and recommend solutions;
- preparing and maintaining technical documentation;
- preparing and delivering training via web tools or in person;
- developing user desk guides or similar aids for the use of computer applications;
- programming applications with user data entry screens, searches, displays of data and reports; or
- development and documentation of system requirements.

## **2.10 TO CONTRACTOR AND PERSONNEL OTHER REQUIREMENTS**

### **2.10.1 Other Qualifications for Required Personnel**

The following qualifications are expected and will be evaluated as part of the technical proposal:

- Strong technical writing ability based on submission of a writing sample as part the oral presentation and interview.
- Personnel experience in supporting information technology systems for public child care programs including:
  - Child Care Subsidy
  - Child Care Licensing
  - Child Care Credentialing or similar Quality programs.

### **2.10.2 Other Requirements for Supplemental Personnel**

Any supplemental personnel provided in support of this TO using the work order process shall meet the minimum qualifications for the labor category as defined in Section 10 of the CATS+ Master Contract.

Supplemental personnel may be requested utilizing the work order process in the following labor categories:

Subject Matter Expert  
Quality Assurance Manager  
Quality Assurance Specialist  
Training Specialist/Instructor  
Computer Operator (Senior)  
Computer Operator  
Office Automation Specialist  
Help Desk Specialist (Senior)  
Help Desk Specialist (Junior)  
Documentation Specialist  
Technical Writer/Editor  
Program Administration Specialist  
Business Process Consultant (Senior)

Group Facilitator (Senior)

## 2.11 RETAINAGE

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

## 2.12 INVOICING

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

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

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

### 2.12.1 TIME SHEET SUBMISSION AND ACCEPTANCE

Within three business days after the 15th and last day of the month, the TO Contractor shall submit a semi-monthly timesheet for the preceding half month providing data for all resources provided under the TO.

At a minimum, each semi-monthly timesheet shall show:

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

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

### 2.12.2 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) A proper invoice shall identify “MSDE” as the recipient and contain the following information: date of invoice, TO Agreement number, deliverable description, deliverable number (e.g., “2.7.4.1.”), period of performance covered by the invoice, a total invoice amount, and a TO Contractor point of contact with telephone number. Also include for each person covered by the invoice the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount.
- B) The TO Contractor shall send the original of each invoice and signed DPAF (Attachment 9), for each deliverable being invoiced to the MSDE at the following address:
- Original and one copy to the:  
Accounts Payable Section  
Maryland State Department of Education  
200 West Baltimore Street  
Baltimore, Maryland 21201
- And one copy to:  
Chief Information Officer  
Maryland State Department of Education  
Office of Information Technology  
200 West Baltimore Street  
Baltimore, MD 21201
- 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.

### **2.12.3 WORK ORDER PROCESS**

- A) Additional services and resources will be provided via a Work Order process. A Work Order may be issued for either fixed price or 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; For a fixed price Work Order, the TO Manager will review the response and will confirm the proposed prices are acceptable.
- E) The TO Manager will 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. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the personnel.
- G) The TO Manager will issue the Notice to Proceed (NTP) after the Work Order is approved and/or any interviews are completed.

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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 8 MB.

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

- Subject line “CATS+ TORFP # R00B4400073 Technical” plus the Master Contractor Name
- One attachment labeled “TORFP R00B4400073 Technical - Attachments” containing all Technical Proposal Attachments (see Section 3.3 below), signed and in PDF format.
- One attachment labeled “TORFP R00B4400073 Technical – Proposal” in Microsoft Word format (2007 or later).

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

- Subject line “CATS+ TORFP # R00B4400073 Financial” plus the Master Contractor Name
- One attachment labeled “TORFP R00B4400073 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 2 - MBE Forms D-1 and D-2 - Signed PDF
- Attachment 4 – Conflict of Interest Affidavit and Disclosure - Signed PDF
- Attachment 5 and Attachment 5A- Labor Classification Personnel Resume Summary (Forms LC1 and TM1) - 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:

- Attachment 1 Price Proposal – Signed PDF



### 3.4 PROPOSAL FORMAT

A TO Proposal shall contain the following sections in order:

#### 3.4.1 TO TECHNICAL PROPOSAL

##### A) Proposed Services

- 1) Executive Summary: A one-page summary describing the Master Contractor's understanding of the TORFP scope of work (Section 2) and proposed solution.
- 2) Proposed Solution: A more detailed description of the Master Contractor's understanding of the TORFP scope of work, proposed methodology and solution. The proposed solution shall be organized to exactly match the requirements outlined in Section 2.
- 3) Draft Work Breakdown Structure (WBS): A matrix or table that shows a breakdown of the tasks required to complete the requirements and deliverables in Section 2 - Scope of Work. The WBS should reflect the chronology of tasks without assigning specific time frames or start / completion dates. The WBS may include tasks to be performed by the State or third parties, for example, independent quality assurance tasks. If the WBS appears as a deliverable in Section 2 – Scope of Work, the deliverable version will be a final version. Any subsequent versions shall be approved through a formal configuration or change management process.
- 4) Draft Project or Work Schedule: A Gantt or similar chart containing tasks and estimated time frames for completing the requirements and deliverables in Section 2 - Scope of Work. The final schedule should come later as a deliverable under the TO after the TO Contractor has had opportunity to develop realistic estimates. The Project or Work Schedule may include tasks to be performed by the State or third parties.
- 5) Draft Risk Assessment: Identification and prioritization of risks inherent in meeting the requirements in Section 2 - Scope of Work. Includes a description of strategies to mitigate risks. If the Risk Assessment appears as a deliverable in Section 2 – Scope of Work, that version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.
- 6) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal. Master Contractors should avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.
- 7) Tools the TO 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 ten (10) year of demonstrated experience providing help desk, training and support	<i>Offeror documents evidence of compliance here.</i>

	services to U.S. based commercial or government entities with at least 5,000 end-users.	
2.9.1.2.1	At least one engagement of at least three (3) years must have involved the provision of support to public users for a federal or state government agency website.	<i>Offeror documents evidence of compliance here.</i>
2.9.1.2.2	At least one engagement of at least three (3) years must have involved supporting staff users in a transactional system with eligibility determination and payment or benefit processing functions.	<i>Offeror documents evidence of compliance here.</i>

### C) Proposed Personnel and TORFP Staffing

- 1) Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary for each proposed resource (forms LC1 and TM1). The information should show:
  - a) In Form LC1 - Each proposed person's skills and experience as they relate to the Master Contractor's proposed solution and Section 2 – Scope of Work.
  - b) In Form TM1 – List how each proposed person's background meets all minimum personnel requirements listed in this TORFP and the CATS+ Master Contract for the relevant labor category.
- 2) Provide evidence proposed personnel possess the required certifications in accordance with Section 2.9.2 Offeror's Personnel Minimum Qualifications.
- 3) Provide three (3) references per proposed personnel containing the information listed in Attachment, Form LC1 section A.
- 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) Planned team composition by role (**Important! Identify specific names and provide history only for the proposed resources required for evaluation of this TORFP.**)
  - b) Process and proposed lead time for locating and bringing on board resources that meet TO needs
  - c) Supporting descriptions for all labor categories proposed in response to this TORFP
  - d) Description of approach for quickly substituting qualified personnel after start of TO
- 5) Provide the names and titles of the Master Contractor's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.

D) MBE, SBE Participation and VSBE Participation

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

E) Subcontractors

Identify all proposed subcontractors, including MBEs, and their roles in the performance of Section 2 - Scope of Work.

F) Overall Master Contractor 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 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. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

**3.4.2 TO FINANCIAL PROPOSAL**

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

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## SECTION 4 - TASK ORDER AWARD PROCESS

### 4.1 OVERVIEW

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

### 4.2 TO PROPOSAL EVALUATION CRITERIA

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

- A) The capability of the proposed resources to perform the required tasks and produce the required deliverables in the TORFP Scope of Work – Section 2. Capability will be determined from each proposed individual's resume, reference checks, and oral presentation (See Section 1.5 Oral Presentations/Interviews).
- B) The 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.
- C) Demonstration of how the Master Contractor plans to staff the task order at the levels set forth in Section 2 and also for potential future resource requests.
- D) The overall experience, capability and references for the Master Contractor as described in the Master Contractor's TO Technical Proposal.
- E) 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 to Section 3.4.

### 4.3 SELECTION PROCEDURES

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 2 of this TORFP, and quality of responses to Section 3.4.1 TO Technical Proposal.
- B) The State will conduct a in person oral presentation at the MSDE location with each qualified TO Contractor which will include the proposed team of Required Personnel defined in Section 2.9.2.1. The TO Contractor's Required Personnel (1Help Desk Manager, 3 Testing Specialists) proposed in the TO Proposal shall be present at orals presentation to be interviewed. These Required Personnel shall meet minimum qualifications in Section **Error! Reference source not found.**
- C) If the evaluation committee determines that based on interviews at the oral presentations the proposed required resources are unable to correctly respond to the technical questions, it will be documented and the proposed TO Contractor will be determined non-susceptible for award and financials will not be considered.
- D) For TO Proposals deemed technically qualified, the associated TO Financial Proposal will be opened. All others will be deemed not reasonably susceptible for award and the TO Procurement Officer will notify the Master Contractor it has not been selected to perform the work.

- 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 than price.
- 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), Criminal Background Check Affidavit (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 Proposal	Applicable	Submit with TO Financial Proposal
Attachment 2	Minority Business Enterprise Participation (Attachments D-1 – D-7)	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	Applicable	Do Not Submit with Proposal
Attachment 9	Agency Deliverable Product Acceptance Form (DPAF)	Applicable	Do Not Submit with Proposal
Attachment 10	Non-Disclosure Agreement (Offeror)	<i>Not Applicable</i>	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	<i>Not Applicable</i>	Do Not Submit with Proposal
Attachment 15	Veteran Owned Small Business Enterprise Utilization Affidavit	<i>Not Applicable</i>	Do Not Submit with Proposal
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	Applicable	Do Not Submit with Proposal

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



**ATTACHMENT 1 PRICE PROPOSAL****PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS+ TORFP # R00B4400073**

The total class hours (Column B) are not to be construed as “guaranteed” hours; the total number of hours is an estimate only for purposes of price proposal evaluation. The Total Proposed CATS+ TORFP Price should be calculated only for Required Resources. Supplemental Personnel to be requested under future work orders will not be used in the price proposal evaluation

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

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

CATS+ Labor Category	Resource Name for Required Personnel	Hourly Labor Rate (A)	Total Class Hours (B)	Total Proposed CATS+ TORFP Price (C)
Year 1 – Initial Period				
<b>REQUIRED PERSONNEL</b>				
Help Desk Manager	<i>Resource Name</i>	\$	2080	\$
Testing Specialist – Position 1	<i>Resource name</i>	\$	2080	\$
Testing Specialist – Position 2	<i>Resource name</i>	\$	2080	\$
Testing Specialist – Position 3	<i>Resource name</i>	\$	2080	\$
<b>SUPPLEMENTAL PERSONNEL (TO BE REQUESTED UNDER FUTURE WORK ORDERS IF NEEDED)</b>				
Subject Matter Expert		\$	0	
Quality Assurance Manager		\$	0	
Quality Assurance Specialist		\$	0	
Training Specialist/Instructor		\$	0	
Computer Operator (Senior)		\$	0	
Computer Operator		\$	0	
Office Automation Specialist		\$	0	
Help Desk Specialist (Senior)		\$	0	
Help Desk Specialist (Junior)		\$	0	
Documentation Specialist		\$	0	
Technical Writer/Editor		\$	0	
Program Administration Specialist		\$	0	
Business Process Consultant (Senior)		\$	0	
Group Facilitator (Senior)		\$	0	
		Evaluated Price Year 1		\$

CATS+ Labor Category	Resource Name for Required Personnel	Hourly Labor Rate (A)	Total Class Hours (B)	Total Proposed CATS+ TORFP Price (C)
<b>Year 2 – Initial Period</b>				
<b>REQUIRED PERSONNEL</b>				
Help Desk Manager	<i>Resource Name</i>	\$	2080	\$
Testing Specialist – Position 1	<i>Resource name</i>	\$	2080	\$
Testing Specialist – Position 2	<i>Resource name</i>	\$	2080	\$
Testing Specialist – Position 3	<i>Resource name</i>	\$	2080	\$
<b>SUPPLEMENTAL PERSONNEL (TO BE REQUESTED UNDER FUTURE WORK ORDERS IF NEEDED)</b>				
Subject Matter Expert		\$	0	
Quality Assurance Manager		\$	0	
Quality Assurance Specialist		\$	0	
Training Specialist/Instructor		\$	0	
Computer Operator (Senior)		\$	0	
Computer Operator		\$	0	
Office Automation Specialist		\$	0	
Help Desk Specialist (Senior)		\$	0	
Help Desk Specialist (Junior)		\$	0	
Documentation Specialist		\$	0	
Technical Writer/Editor		\$	0	
Program Administration Specialist		\$	0	
Business Process Consultant (Senior)		\$	0	
Group Facilitator (Senior)		\$	0	
		Evaluated Price Year 2		\$
<b>Year 3 – Initial Period</b>				
<b>REQUIRED PERSONNEL</b>				
Help Desk Manager	<i>Resource Name</i>	\$	2080	\$
Testing Specialist – Position 1	<i>Resource name</i>	\$	2080	\$
Testing Specialist – Position 2	<i>Resource name</i>	\$	2080	\$

CATS+ Labor Category	Resource Name for Required Personnel	Hourly Labor Rate (A)	Total Class Hours (B)	Total Proposed CATS+ TORFP Price (C)
Testing Specialist – Position 3	<i>Resource name</i>	\$	2080	\$
<b>SUPPLEMENTAL PERSONNEL (TO BE REQUESTED UNDER FUTURE WORK ORDERS IF NEEDED)</b>				
Subject Matter Expert		\$	0	
Quality Assurance Manager		\$	0	
Quality Assurance Specialist		\$	0	
Training Specialist/Instructor		\$	0	
Computer Operator (Senior)		\$	0	
Computer Operator		\$	0	
Office Automation Specialist		\$	0	
Help Desk Specialist (Senior)		\$	0	
Help Desk Specialist (Junior)		\$	0	
Documentation Specialist		\$	0	
Technical Writer/Editor		\$	0	
Program Administration Specialist		\$	0	
Business Process Consultant (Senior)		\$	0	
Group Facilitator (Senior)		\$	0	
		Evaluated Price Year 3		\$
Year 4 – Option Year				
<b>REQUIRED PERSONNEL</b>				
Help Desk Manager	<i>Resource Name</i>	\$	2080	\$
Testing Specialist – Position 1	<i>Resource name</i>	\$	2080	\$
Testing Specialist – Position 2	<i>Resource name</i>	\$	2080	\$
Testing Specialist – Position 3	<i>Resource name</i>	\$	2080	\$
<b>SUPPLEMENTAL PERSONNEL (TO BE REQUESTED UNDER FUTURE WORK ORDERS IF NEEDED)</b>				
Subject Matter Expert		\$	0	
Quality Assurance Manager		\$	0	
Quality Assurance Specialist		\$	0	
Training Specialist/Instructor		\$	0	

CATS+ Labor Category	Resource Name for Required Personnel	Hourly Labor Rate (A)	Total Class Hours (B)	Total Proposed CATS+ TORFP Price (C)
Computer Operator (Senior)		\$	0	
Computer Operator		\$	0	
Office Automation Specialist		\$	0	
Help Desk Specialist (Senior)		\$	0	
Help Desk Specialist (Junior)		\$	0	
Documentation Specialist		\$	0	
Technical Writer/Editor		\$	0	
Program Administration Specialist		\$	0	
Business Process Consultant (Senior)		\$	0	
Group Facilitator (Senior)		\$	0	
		Evaluated Price Year 4		\$
Year 5 – Option Year				
<b>REQUIRED PERSONNEL</b>				
Help Desk Manager	<i>Resource Name</i>	\$	2080	\$
Testing Specialist – Position 1	<i>Resource name</i>	\$	2080	\$
Testing Specialist – Position 2	<i>Resource name</i>	\$	2080	\$
Testing Specialist – Position 3	<i>Resource name</i>	\$	2080	\$
<b>SUPPLEMENTAL PERSONNEL (TO BE REQUESTED UNDER FUTURE WORK ORDERS IF NEEDED)</b>				
Subject Matter Expert		\$	0	
Quality Assurance Manager		\$	0	
Quality Assurance Specialist		\$	0	
Training Specialist/Instructor		\$	0	
Computer Operator (Senior)		\$	0	
Computer Operator		\$	0	
Office Automation Specialist		\$	0	
Help Desk Specialist (Senior)		\$	0	
Help Desk Specialist (Junior)		\$	0	
Documentation Specialist		\$	0	
Technical Writer/Editor		\$	0	
Program Administration Specialist		\$	0	
Business Process Consultant (Senior)		\$	0	

CATS+ Labor Category	Resource Name for Required Personnel	Hourly Labor Rate (A)	Total Class Hours (B)	Total Proposed CATS+ TORFP Price (C)
Group Facilitator (Senior)		\$	0	
		Evaluated Price Year 5		\$
Total Evaluated Price (Years 1 – 5)				\$

VENDOR'S NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE AND ZIP CODE \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_ FAX NO. \_\_\_\_\_

FIN \_\_\_\_\_ DUNS NO \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

SIGNATURE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

TITLE \_\_\_\_\_ 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****TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS**

CATS+ TORFP # R00B4400073

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

- 1) As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
- 2) The TO Contractor must complete a separate Form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15th of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless whether there was any MBE payment activity for the reporting month.
- 3) The TO Contractor is responsible for ensuring that each subcontractor receives a copy of Form D-6 (e-copy of and/or hard copy). The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, including all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.
- 4) It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15th of each month, including reports showing zero MBE payment activity. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

## ATTACHMENT 2 D-1 MDOT CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

This document and document D-2 **MUST BE** included with the bid or offer. If the Bidder or Offeror fails to complete and submit this form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

In conjunction with the bid or offer submitted in response to Solicitation No. \_\_\_\_\_, I affirm the following:

1.  I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of \_\_\_\_ percent and, if specified in the solicitation, the following subgoals (complete for only those subgoals that apply):

\_\_\_\_ percent African American                      \_\_\_\_ percent Asian American

\_\_\_\_ percent Hispanic American                      \_\_\_\_ percent Woman-Owned

Therefore, I will not be seeking a waiver pursuant to COMAR 21.11.03.11.

OR

- I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.03.11.
2. I understand that if I am notified that I am the apparent awardee of a TORFP, I must submit the following additional documentation as directed in the TORFP.
- Outreach Efforts Compliance Statement (D-3)
  - Subcontractor Project Participation Certification (D-4)
  - Any other documentation, including D-7 waiver documentation, if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

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

3. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.
4. Set forth below are the (i) certified MBEs I intend to use and (ii) the percentage of the total contract amount allocated to each MBE for this project and the items of work each MBE will provide under the contract. I hereby affirm that the MBE firms are only providing those items of work for which they are MDOT certified.

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



\_\_\_\_\_  
Bidder/Offeror Name  
(please print or type)

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

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

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

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

**ATTACHMENT 2 D-2 MBE PARTICIPATION SCHEDULE**

Prime Contractor: (Firm Name, Address, Phone)	Project Description:
Project Number:	

List Information For Each Certified MBE Subcontractor On This Project

Minority Firm Name MBE Certification Number  FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category) <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other
Percentage of Total Contract Value to be provided by this MBE _____% Description of Work to Be Performed:
Minority Firm Name MBE Certification Number  FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category) <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other
Percentage of Total Contract Value to be provided by this MBE _____% Description of Work to Be Performed:
Minority Firm Name MBE Certification Number  FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category) <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other
Percentage of Total Contract Value to be provided by this MBE _____% Description of Work to Be Performed:
Minority Firm Name MBE Certification Number  FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category) <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other
Percentage of Total Contract Value to be provided by this MBE _____% Description of Work to Be Performed:

Continue on a separate page, if needed.

Summary

Total African-American MBE Participation: \_\_\_\_\_%

Total Asian American MBE Participation: \_\_\_\_\_%

Total Hispanic American MBE Participation: \_\_\_\_\_%

Total Woman-Owned MBE Participation: \_\_\_\_\_%

Total Other Participation: \_\_\_\_\_%

Total All MBE Participation: \_\_\_\_\_%

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

\_\_\_\_\_  
 Bidder/Offeror Name  
 (please print or type)

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

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

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

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

**SUBMIT AS INSTRUCTED IN TORFP**



### ATTACHMENT 2 D-4 MBE SUBCONTRACTOR PROJECT PARTICIPATION CERTIFICATION

Please complete and submit one form for each MDOT certified MBE listed on Attachment D-1 within 10 working days of notification of apparent award.

\_\_\_\_\_ (prime contractor) has entered into a contract with  
 \_\_\_\_\_ (subcontractor) to provide services in connection with the Solicitation described below.

Prime Contractor Address and Phone	Project Description
Project Number	Total Contract Amount \$
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	

The undersigned Prime Contractor and Subcontractor hereby certify and agree that they have fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority business enterprise in its bid or proposal;
- (2) fail to notify the certified minority business enterprise before execution of the contract of its inclusion of the bid or proposal;
- (3) fail to use the certified minority business enterprise in the performance of the contract; or
- (4) pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

**Prime Contractor Signature**

By: \_\_\_\_\_  
 Name, Title  
 Date

**Subcontractor Signature**

By: \_\_\_\_\_  
 Name, Title  
 Date

*This form must be completed monthly by the prime contractor.*

**ATTACHMENT 2 D-5 MBE PRIME CONTRACTOR PAID/UNPAID MBE INVOICE REPORT**

Maryland Department of Information Technology  
 Minority Business Enterprise Participation  
 Prime Contractor Paid/Unpaid MBE Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ <b>Report is due to the MBE Officer by the 10th of the month following the month the services were provided.</b> <b>Note: Please number reports in sequence</b>	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ MBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
---	--

Prime Contractor:		Contact Person:																															
Address:																																	
City:		State:	ZIP:																														
Phone:	FAX: Email:																																
Subcontractor Name:		Contact Person:																															
Phone:	FAX:																																
Subcontractor Services Provided:																																	
List all payments made to MBE subcontractor named above during this reporting period: <table border="1"> <thead> <tr> <th></th> <th>Invoice#</th> <th>Amount</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> </tbody> </table> Total Dollars Paid: \$ _____			Invoice#	Amount	1.			2.			3.			4.			List dates and amounts of any outstanding invoices: <table border="1"> <thead> <tr> <th></th> <th>Invoice #</th> <th>Amount</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> </tbody> </table> Total Dollars Unpaid: \$ _____			Invoice #	Amount	1.			2.			3.			4.		
	Invoice#	Amount																															
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	Invoice #	Amount																															
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<b>**If more than one MBE subcontractor is used for this contract, you must use separate D-5 forms.</b> <b>**Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):</b>																																	
(TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)		(AGENCY MBE LIASION OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)																															

This form must be completed by MBE subcontractor

**ATTACHMENT 2 D-6 SUBCONTRACTOR PAID/UNPAID MBE INVOICE REPORT**  
 Minority Business Enterprise Participation

Report#: _____	Contract #
Reporting Period (Month/Year): _____	Contracting Unit:
<b>Report is due by the 10th of the month following the month the services were performed.</b>	MBE Subcontract Amount:
	Project Begin Date:
	Project End Date:
	Services Provided:

MBE Subcontractor Name:																															
MDOT Certification #:																															
Contact Person:	Email:																														
Address:																															
City:	State:	ZIP:																													
Phone:	FAX:																														
Subcontractor Services Provided:																															
List all payments received from Prime Contractor during reporting period indicated above.	List dates and amounts of any unpaid invoices over 30 days old.																														
	<table border="1"> <thead> <tr> <th>Invoice</th> <th>Amount</th> <th>Date</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> </tbody> </table>	Invoice	Amount	Date	1.			2.			3.			4.			<table border="1"> <thead> <tr> <th>Invoice</th> <th>Amount</th> <th>Date</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> </tbody> </table>	Invoice	Amount	Date	1.			2.			3.			4.	
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Total Dollars Paid: \$ _____	Total Dollars Unpaid: \$ _____																														
Prime Contractor:	Contact Person:																														
**Return one copy of this form to the following address (electronic copy with signature & date is preferred):																															
TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)	(AGENCY MBE LIASION OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)																														

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Required)



**ATTACHMENT 2 CODE OF MARYLAND REGULATIONS (COMAR)**

## Title 21, State Procurement Regulations

(regarding a waiver to a Minority Business Enterprise subcontracting goal)

**COMAR 21.11.03.11 - Waiver.**

- A. If, for any reason, the apparent successful bidder or offeror is unable to achieve the contract goal for certified MBE participation, the bidder or offeror may request, in writing, a waiver to include the following:
- 1) A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBEs in order to increase the likelihood of achieving the stated goal;
  - 2) A detailed statement of the efforts made to contact and negotiate with certified MBEs including:
    - a) The names, addresses, dates, and telephone numbers of certified MBEs contacted, and
    - b) A description of the information provided to certified MBEs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;
  - 3) As to each certified MBE that placed a subcontract quotation or offer that the apparent successful bidder or offeror considers not to be acceptable, a detailed statement of the reasons for this conclusion;
  - 4) A list of minority subcontractors found to be unavailable. This list should be accompanied by an MBE unavailability certification (MBE Attachment D6) signed by the minority business enterprise, or a statement from the apparent successful bidder or offeror that the minority business refused to give the written certification: and
  - 5) The record of the apparent successful bidder or offeror's compliance with the outreach efforts required under Regulation .09B(2)(b).

A waiver may only be granted upon a reasonable demonstration by that MBE participation could not be obtained or could not be obtained at a reasonable price.

If the waiver request is determined not to meet this standard, the bidder or offeror will be found non-responsive (bid) or not reasonably susceptible for award (proposal) and removed from further consideration.

- B. A waiver of a certified MBE contract goal may be granted only upon reasonable demonstration by the bidder or offeror that certified MBE participation was unable to be obtained or was unable to be obtained at a reasonable price and if the agency head or designee determines that the public interest is served by a waiver. In making a determination under this section, the agency head or designee may consider engineering estimates, catalogue prices, general market availability, and availability of certified MBEs in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE and non-MBE cost of participation, and their impact on the overall cost of the contract to the State and any other relevant factor.

- C. An agency head may waive any of the provisions of Regulations .09-.10 for a sole source, expedited, or emergency procurement in which the public interest cannot reasonably accommodate use of those procedures.
- D. When a waiver is granted, except waivers under Section C, one copy of the waiver determination and the reasons for the determination shall be kept by the MBE Liaison Officer with another copy forwarded to the Office of Minority Affairs.

**ATTACHMENT 2 MBE D-7 MINORITY CONTRACTOR UNAVAILABILITY  
CERTIFICATE**

**Section I (to be completed by PRIME CONTRACTOR)**

I hereby certify that the firm of \_\_\_\_\_

(Name of Prime Contractor)

located at \_\_\_\_\_

(Number) (Street) (City) (State) (Zip)

on \_\_\_\_\_ contacted certified minority business enterprise, \_\_\_\_\_

(Date) (Name of Minority Business) ,

located at \_\_\_\_\_ ,

(Number) (Street) (City) (State) (Zip)

seeking to obtain a bid for work/service for project number \_\_\_\_\_, project name \_\_\_\_\_.

List below the type of work/ service requested:

Indicate the type of bid sought, \_\_\_\_\_. The minority business enterprise identified above is either unavailable for the work /service in relation to project number \_\_\_\_\_, or is unable to prepare a bid for the following reasons(s):

The statements contained above are, to the best of my knowledge and belief, true and accurate.

\_\_\_\_\_  
(Name) (Title)

\_\_\_\_\_  
(Number) (Street) (City) (State) (Zip)

\_\_\_\_\_  
(Signature) (Date)

Note: Certified minority business enterprise must complete Section II

**Section II (to be completed by CERTIFIED MINORITY BUSINESS ENTERPRISE)**

I hereby certify that the firm of \_\_\_\_\_ MBE Cert #

(Name of MBE Firm)

located at \_\_\_\_\_

(Number) (Street) (City) (State) (Zip)

was offered the opportunity to bid on project number \_\_\_\_\_ , ON \_\_\_\_\_ .

(Date)

by: \_\_\_\_\_

(Prime Contractor's Name) (Prime Contractor's Official's Name) (Title)

The statements contained in Section I and Section II of this document, to the best of my knowledge and belief, true and accurate.

\_\_\_\_\_  
(Name) (Title) (Phone)

\_\_\_\_\_  
(Signature) (Fax Number)

**ATTACHMENT 3 TASK ORDER AGREEMENT**

CATS+ TORFP# R00B4400073 Number OF MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this day of Month, 20XX by and between \_\_\_\_\_ (TO Contractor) and the STATE OF MARYLAND, MSDE.

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
  - a) “Agency” means the MSDE, as identified in the CATS+ TORFP # R00B4400073.
  - b) “CATS+ TORFP” means the Task Order Request for Proposals # R00B4400073, dated MONTH DAY, YEAR, including any addenda.
  - c) “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated MONTH DAY, YEAR.
  - d) “TO Procurement Officer” means Dorothy Richburg, TO Procurement Officer. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
  - e) “TO Agreement” means this signed TO Agreement between MSDE and TO Contractor.
  - f) “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_.
  - g) “TO Manager” means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h) “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
  - i) “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
  - j) “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
  - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or super-cede the Master Contract.
  - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
    - a) The TO Agreement,
    - b) Exhibit A – CATS+ TORFP
    - c) Exhibit B – TO Technical Proposal
    - d) Exhibit C – TO Financial Proposal

- 2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this Section. Except as otherwise provided in this TO Agreement, if any change under this Section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this Section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this Section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this Section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.
3. Time for Performance
- Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS+ TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of \_\_\_\_\_, commencing on the date of Notice to Proceed and terminating on *Month Day, Year*.
4. Consideration and Payment
- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS+ TORFP and shall not exceed \$\_\_\_\_\_. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS+ TORFP, but no later than thirty (30) days after the Agency's receipt of a proper invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is \_\_\_\_\_. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

TO Contractor Name

By: Type or Print TO Contractor POC

Date

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

STATE OF MARYLAND, MSDE

\_\_\_\_\_  
By: Dorothy Richburg, TO Procurement Officer

\_\_\_\_\_  
Date

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



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

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

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

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

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

- 1) For this solicitation,
  - a) Master Contractors shall propose a specific resource to fill every job title listed below. If allowed by the solicitation, one resource may be proposed to fill more than one job title. Failure to propose a resource for each job title identified as part of the TO Proposal will result in the TO Technical Proposal being deemed not susceptible for award.
  - b) Master Contractors shall propose the CATS+ Labor Category that best fits each proposed resource. Master Contractors shall comply with all personnel requirements under the Master Contract RFP 060B2490023.
  - c) Master Contractors shall propose a maximum of 1 resource per job title listed below.
  - d) Failure of any proposed resource to meet minimum requirements as listed in this TORFP and in the CATS+ Master Contract will result in the entire TO Technical Proposal being deemed not susceptible for award.
- 2) Job Titles
  - a) Help Desk Manager – 1 position
  - b) Testing Specialist – 3 positions
- 3) For each job title and position above, the Master Contractor shall complete one Attachment 5 form and one Attachment 5A form using the templates provided. Alternate worksheets are not allowed. The Attachment 5A – Form TM1- is a separate form labeled *Attachment 5A Form TM1 - Requirements Qualification Traceability Matrix.xls*.
- 4) Form Completion
  - a) Complete one Personnel Resume Summary (Attachment 5 Form LC1) per proposed person to present each proposed person's resume in a standard format.
  - b) Additional information may be attached to each Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.
  - c) Instructions for Attachment 5A – Form TM1 - Requirements Qualification Traceability Matrix. Complete the following parts:
    - Part A) CATS+ Minimum Qualifications:** For each job title above, the Master Contractor shall insert each specific minimum qualification requirement from the CATS+ Master Contract for the proposed labor category. Each minimum requirement shall be followed by one or more examples that demonstrate how the proposed resource meets the minimum requirement. Account for all minimum qualifications, including any experience, education, or professional certifications.
      - (1) Where there is a time requirement such as three months' experience, *you shall provide the dates from and to showing an amount of time that equals or exceeds the mandatory time requirement*. Enter multiple examples if necessary to show the required time is met using multiple experiences.
      - (2) Include the data to support the example within the table. Cross-referencing other cells within the matrix or other portions of the TO Technical Proposal shall only be

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

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

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

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

CATS+ TORFP # R00B4400073

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

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

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

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

**Relevant Work Experience\***

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

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

**Employment History\***

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

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



**ATTACHMENT 5(A) FORM TM1 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY**

Form TM1 – Labor Classification Personnel Resume Summary is a Microsoft Excel Spreadsheet provided separately.

## ATTACHMENT 6 PRE-PROPOSAL CONFERENCE DIRECTIONS

The Pre-Proposal Conference will be held:

Tuesday, May 13, 2014 @ 1:00 PM ET  
Maryland State Department of Education  
200 West Baltimore Street, 8<sup>th</sup> Floor, CR 1  
Baltimore, MD 21201

### **From Interstate 95 (Washington, D. C.)**

95 to Exit 53 – “Route 395 North/Downtown”. On 395, take exit “Downtown/Inner Harbor”, which is the left lane. Stay in left lane. “Downtown/Inner Harbor” exit becomes Howard Street. Cross Conway, Camden, and Pratt Streets. After Pratt, get in the right lane. Cross Lombard Street, turn right at next light which is Baltimore Street. You can turn right from both lanes, but the left lane of Howard Street puts you into the left lane of Baltimore Street and gives easy access to the parking lot, and directly across from the First Mariners Arena (Formerly the Baltimore Arena).

### **From Interstate 95 (North of Baltimore—Philadelphia/New York)**

95 South to Baltimore. Pass the exits to 695 – Baltimore Beltway. As soon as you pass the 695 exits, get in the right two lanes. Stay to the right and follow signs to 95 South/Ft. McHenry Tunnel. (The left two lanes go to 895 and the “old” Harbor Tunnel.) When you exit the Ft. McHenry tunnel stay on the right and take the first exit – 395/Baltimore/Downtown. On the exit ramp you shall begin to move to the left and continue to follow the signs that say “Downtown/Inner Harbor”. Downtown/Inner Harbor” exit becomes Howard Street. Cross Conway, Camden, and Pratt Streets. After Pratt, get in the right lane. Cross Lombard Street, turn right at next light which is Baltimore Street. You can turn right from both lanes, but the left lane of Howard Street puts you into the left lane of Baltimore Street and gives easy access to the parking lot next to the building. MSDE is in the middle of the block, on the left, right next to the parking lot, and directly across from the First Mariners Arena (formerly the Baltimore Arena).

### **From Annapolis – Route 50**

Route 50 West to Route 97 North to Baltimore to exit “695 (Baltimore Beltway) West” to Baltimore. Exit 7B from the Beltway to Baltimore-Washington Parkway “295 North to Baltimore”. Follow directions below for 295 North to Baltimore.

### **From the Baltimore-Washington Parkway (Route 295)**

295 North to Baltimore – all the way into Baltimore City. The name of the road/street changes from BW Parkway to Russell Street to Paca Street. As you come into the city you will pass the site of the new Camden Yards (Oriole Ballpark) on the right, you will cross Pratt Street, Lombard Street, and Redwood Street. At Baltimore Street turn right. Cross Eutaw Street and Howard Street. MSDE is in the middle of the block, on the left, right next to the parking lot, and directly across from the 1st Mariners Arena (Formerly the Baltimore Arena).



**ATTACHMENT 7 NOTICE TO PROCEED (SAMPLE)**

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ TO Project Number (TORFP #): R00B4400073

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 9 AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM**

Agency Name: MSDE

TORFP Title: CCATS Help Desk, Training and Application Support

TO Manager: Pete Cevenini, 410-767-8108

To:

The following deliverable, as required by TO Project Number (TORFP #): #R00B4400073 has been received and reviewed in accordance with the TORFP.

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

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

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

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

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

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

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

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

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS+ TORFP # R00B4400073 for CCATS Help Desk, Training and Application Support. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to \_\_\_\_\_. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

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

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

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

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

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

**THIS NON-DISCLOSURE AGREEMENT** (“Agreement”) is made as of this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the State of Maryland ("the State"), acting by and through its MSDE (the “Department”), and \_\_\_\_\_ (“TO Contractor”), a corporation with its principal business office located at \_\_\_\_\_ and its principal office in Maryland located at \_\_\_\_\_.

### RECITALS

**WHEREAS**, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for CCATS Help Desk, Training and Application Support TORFP No. R00B4400073 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:**

**MSDE:**

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

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

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

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

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

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

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

Printed Name and Address  
of Employee or Agent

Signature

Date

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

## ATTACHMENT 12 TO CONTRACTOR SELF-REPORTING CHECKLIST

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

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



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

SUBMIT AS INSTRUCTED IN TORFP.

**ATTACHMENT 13 LIVING WAGE AFFIDAVIT OF AGREEMENT**

Contract No. \_\_\_\_\_

Name of Contractor \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

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

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

Bidder/Offeror is a nonprofit organization

Bidder/Offeror is a public service company

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ATTACHMENT 14 MERCURY AFFIDAVIT**

**AUTHORIZED REPRESENTATIVE THEREBY AFFIRM THAT:**

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

**MERCURY CONTENT INFORMATION:**

The product(s) offered do not contain mercury.

**OR**

The product(s) offered do contain mercury.

(1) Describe the product or product component that contains mercury.

(2) Provide the amount of mercury that is contained in the product or product component. Indicate the unit of measure being used.

I ACKNOWLEDGE THAT this affidavit is to be furnished to the procurement officer and may be distributed to units of (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland;

(3) other states; and

(4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify, or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this affidavit, (2) the contract, and (3) other affidavits comprising part of the contract.

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.

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

Date

Signature

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

Authorized Representative and Affiant

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

DOES NOT APPLY TO THIS TORFP

**ATTACHMENT 16 CERTIFICATION REGARDING INVESTMENTS IN IRAN**

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

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

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

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

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

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

**CERTIFICATION REGARDING INVESTMENTS IN IRAN**

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

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

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

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

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

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

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

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

## ATTACHMENT 17 SAMPLE WORK ORDER

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

**ATTACHMENT 18 PERFORMANCE EVALUATION FORM**

TORFP Title: CCATS Help Desk, Training and Application Support

TORFP # R00B4400073

Name of Contractor being evaluated: <insert name>

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

Evaluation Month & Year:

Role (TORFP Section 2.9.2.1 2):

Labor Category:

TO Contractor Name:

TO Contractor Contact:

MSDE TO Manager:

Agency: MSDE

**PROJECT PERSONNEL PERFORMANCE RATING\***

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

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

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

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

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

OTHER COMMENTS:

Signature of Evaluator

Date

Signature of TO Contractor

Date

**ATTACHMENT 19 CRIMINAL BACKGROUND CHECK AFFIDAVIT**

**AUTHORIZED REPRESENTATIVE**

**I HEREBY AFFIRM THAT:**

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

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date