

Consulting and Technical Services+ (CATS+)

Task Order Request for Proposals (TORFP)

CATS+TORFP #R00B4400139 Senior Computer Security System Specialist

MARYLAND STATE DEPARTMENT OF EDUCATION (MSDE)

ISSUE DATE: TUESDAY, AUGUST 22, 2014

SMALL BUSINESS RESERVE (SBR) ONLY

NOTICE TO BIDDERS/OFFERORS SMALL BUSINESS RESERVE SOLICITATION

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

For the purposes of a Small Business Reserve Solicitation, a small business is a for-profit business, other than a broker, that meets the following criteria:

- A. It is independently owned and operated;
- B. It is not a subsidiary of another business;
- C. It is not dominant in its field of operation; and
- D. Either:
 - (1) With respect to employees:
 - (a) Its wholesale operations did not employ more than 50 persons in its most recently completed three (3) fiscal years;
 - (b) Its retail operations did not employ more than 25 persons in its most recently completed three (3) fiscal years;
 - (c) Its manufacturing operations did not employ more than 100 persons in its most recently completed three (3) fiscal years;
 - (d) Its service operations did not employ more than 100 persons in its most recently completed three (3) fiscal years;
 - (e) Its construction operations did not employ more than 50 persons in its most recently completed 3 fiscal years; and
 - (f) The architectural and engineering services of the business did not employ more than 100 persons in its most recently completed three (3) fiscal years; or
 - (2) With respect to gross sales:
 - (a) The gross sales of its wholesale operations did not exceed an average of \$4,000,000 in its most recently completed three (3) fiscal years;
 - (b) The gross sales of its retail operations did not exceed an average of \$3,000,000 in its most recently completed three (3) fiscal years;
 - (c) The gross sales of its manufacturing operations did not exceed an average of \$2,000,000 in its most recently completed three (3) fiscal years;
 - (d) The gross sales of its service operations did not exceed an average of \$10,000,000 in its most recently completed three (3) fiscal years;
 - (e) The gross sales of its construction operations did not exceed an average of \$7,000,000 in its most recently completed three (3) fiscal years; and
 - (f) The gross sales of its architectural and engineering operations did not exceed an average of \$4,500,000 in its most recently completed three (3) fiscal years.

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

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

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KEY INFORMATION SUMMARY SHEET

This CATS+ TORFP is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS+ Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Master Contractors choosing not to submit a proposal shall submit a Master Contractor Feedback form. The form is accessible via, your CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS+ RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments.

Solicitation Name	Senior Computer Security System Specialist	
Functional Area:	FA 7 – Information System Security	
Issue Date:	Thursday, August 21, 2014	
Closing Date and Time:	Tuesday, September 30, 2014 no later than 2:00 PM ET	
TO Requesting Agency:	Maryland State Department of Education (MSDE)	
	200 West Baltimore Street	
	Baltimore, MD 21201	
Send Questions and Proposals to:	Dorothy M. Richburg, TO Procurement Officer	
	Dorothy.richburg@maryland.gov	
Question Due Date and Time	Monday, August 25, 2014 at 9:00 AM Local Time	
TO Procurement Officer:	Dorothy M. Richburg, TO Procurement Officer	
	Office Phone Number: 410-767-0628	
	Office FAX Number: 410-333-2017	
TO Manager:	Peter Cevenini, Chief Information Officer	
	Office Phone Number: 410-404-1536	
	Office FAX Number: 410-333-2017	
	Email address: pcevenini@msde.state.md.us	
Solicitation Number:	R00B4400139	
TO Type:	Time and Materials	
Period of Performance:	One (1) Base Year with Four (4) One (1)-year renewal options	
MBE Goal:	0%	
VSBE Goal:	0%	
Small Business Reserve (SBR):	YES	
Primary Place of Performance:	MSDE	
	200 West Baltimore Street	
	Baltimore, MD 21201	
TO Pre-proposal Conference:	MSDE	
	200 West Baltimore Street, 8 th Floor, CR 6	
	Baltimore, MD 21201	
	Monday, August 25,2014 @ 10:00 AM	
	See Attachment 5 for directions.	

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 ROLES AND RESPONSIBILITIES

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.

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

1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, multiple Master Contractors may be selected to conduct the work defined in Section 2 - Scope of Work. A specific TO Agreement, Attachment 2, 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 .

1.3 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 box. The TO Proposal is to be submitted via e-mail attachment in PDF format and shall not exceed 10MB. The "subject" line in the e-mail submission shall state the TORFP #R00B4400139. The first file will be the TO Technical Proposal to this TORFP and shall be titled, "CATS+ TORFP #R00B4400139 Technical". The second file will be the TO Financial Proposal to this CATS+ TORFP and shall be titled, "CATS+ TORFP #R00B400139 Financial". The following proposal documents shall be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 Price Proposal
- Attachment 3 Conflict of Interest Affidavit and Disclosure
- Attachment 4 Labor Classification Personnel Resume Summary
- Attachment 12 Living Wage Affidavit of Agreement
- Attachment 13 Certification Regarding Investments in Iran

1.4 ORAL PRESENTATIONS/INTERVIEWS

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

1.5 MINORITY BUSINESS ENTERPRISE (MBE)

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

1.6 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide information technology (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 a Conflict of Interest Affidavit in the form included as Attachment 3 of this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

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

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at MSDE – 200 West Baltimore Street, Baltimore, MD 21201. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 9. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 10.

1.8 LIMITATION OF LIABILITY CEILING

Pursuant to Section 27 (C) of the CATS+ Master Contract, the limitation of liability per claim under this TORFP shall not exceed the total TO Agreement amount.

1.9 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 CATS+ task orders (TO). 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 11 is a sample of the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable TO Contractors approximately three (3) months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the checklist. Subsequently, at six (6) month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

1.10 QUESTIONS

All questions shall 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.

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

1.12 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 SOW change. No SOW changes shall be performed until a change order is approved by DoIT and executed by the TO Procurement Officer.

1.13 TRAVEL REIMBURSEMENT

Expenses for travel performed in completing tasks for this TORFP shall be reimbursed in accordance with the CATS+ Master Contract.

1.14 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.

A proposal submitted by an Offeror shall be accompanied by a completed Living Wage Affidavit of Agreement. See Attachment 12 for a copy of the Living Wage Affidavit of Agreement.

1.15 IRANIAN NON-INVESTMENT

A proposal submitted by an Offeror shall be accompanied by a completed Certification Regarding Investments in Iran. A copy of this Certification is included as Attachment 13 of this TORFP.

1.16 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)

This TORFP has a VSBE subcontract participation goal as stated in the Key Information Summary Sheet above, representing the percentage of total fees paid for services under this TO. By submitting a response to this solicitation, the bidder or offeror agrees that this percentage of the total dollar amount of the contract will be performed by verified veteran-owned small business enterprises.

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SECTION 2 SCOPE OF WORK

2.1 PURPOSE

MSDE is issuing this CATS+ TORFP to obtain up to two (2) onsite Senior Computer Security System Specialists to develop and implement Multilevel Security (MLS) using Oracle Adaptive Access Manager (OAAM) and Identity Management (IDM) 11g R2 security software. Given the sensitivity of data associated with the work, the TO Contractor Personnel assigned to this project shall comply with the requirements of CATS+ RFP Section 2.4.3.2 and sign non-disclosure agreements as described in Section 1.7 above.

As part of the evaluation of the proposal for this TO, Master Contractors may propose **exactly one** (1) **named resource**. MSDE expects the two (2) resources to be available as of Notice to Proceed (NTP).

MSDE may award this Task Order to multiple Master Contractors that propose a resource that can satisfy the TO requirements. Selection for award shall be based on best value to the State.

2.2 REQUESTING AGENCY BACKGROUND

MSDE is a State agency that was established in 1916, and is overseen by The State Board of Education, to provide for the "general care and supervision of public education" in Maryland. MDSE is currently made up of 16 Divisions that oversee, develop, and support the delivery of PreK-12 education through 24 county schools systems.

MSDE exemplifies energetic leadership and innovative products and services to improve public education, library services, and rehabilitation services. The Agency has receives funds from the US Department of Education and other entities to implement educational reforms in Maryland and improve the collection and dissemination of information on school and student performance.

2.3 ROLES AND RESPONSIBILITIES

<u>TO Procurement Officer</u> – 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.

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

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.

<u>TO Contractor</u> – 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.

<u>TO Contractor Personnel</u> - The Senior Computer Security System Specialist, the resource(s) assigned by the TO Contractor, will support educational performance and accountability information preparation and analysis to support agency initiatives.

2.4 DUTIES AND RESPONSIBILITIES

The Senior Computer Security System Specialist shall perform duties including, but not limited to, the responsibilities outlined below:

ID#	Senior Computer Security System Specialist Responsibilities	Associated Deliverable ID # (From section 2.5.3 below):
2.4.1	Provide support during core business hours. The core business hours are defined in Section 2.11.1.	2.5.3.1
2.4.2	Analyze and define security requirements for MLS issues.	2.5.3.2
2.4.3	Design, develop, engineer, and implement solutions to MLS requirements.	2.5.3.2
2.4.4	Gather and organize technical information about an organization's mission goals and needs, existing security products, and ongoing programs in the MLS arena.	2.5.3.2
2.4.5	Perform risk analyses, to include risk assessment.	2.5.3.2
2.4.6	Install, setup configure, support, and maintain settings for Oracle OAAM and IDM for access management, strong authentication, Federation, and single sign-on (SSO).	2.5.3.2
2.4.7	Install, setup configure, support, and maintain SSO integration with Oracle 11g Business Intelligence Enterprise suite (OBIEE).	2.5.3.2
2.4.8	Install, setup configure, support, and maintain SSO integration with Oracle 11g WebCenter Portal suite and content management.	2.5.3.2
2.4.9	Produce weekly status report.	2.5.3.3

2.5 DELIVERABLES

2.6 DELIVERABLE SUBMISSION PROCESS

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one (1) hard copy and one (1) electronic copy compatible with the latest versions of Microsoft Office, Microsoft Project and/or Microsoft Visio applications.

Drafts of all final deliverables are required at least two (2) weeks in advance of when all final deliverables are due. Written deliverables defined as draft documents shall demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but shall:

- 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) Present information that is relevant to the Section of the deliverable being discussed.
- E) Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 8). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.9 Invoicing).

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

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

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

2.7 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 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

ID#	Deliverable	Acceptance Criteria	Due Date /
	Description		Frequency
2.5.3.1	Timesheets	The TO Contractor personnel shall submit to the TO Manager a time sheet of hours worked which	Within three (3) business days after
		will be signed by the TO Manager and submitted with the monthly invoice.	the 15th and last day of the month.
2.5.3.2	Weekly Status Reports	At the conclusion of each work week, the TO Contractor shall be responsible for compiling and submitting to the TO Manager, a weekly status report that summarizes the following: • Assigned work efforts and status (completed, in progress, on-hold) and issues identified. • Emergency work efforts and issues identified. • Proposed activities for the upcoming workweek.	Delivered complete and on time - Submitted Monday,12:00PM (Noon) via email *If Monday is a holiday or a service reduction day, the TO Contractor shall submit the report no later than12:00 pm

Hours worked by individual TO	business day.
Contractor personnel.	
 Any application, data anomaly, or bug 	
worked on and fixed.	

2.9 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

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

- The State of Maryland System Development Life Cycle (SDLC) methodology
- The State of Maryland Information Technology Security Policies
- The State of Maryland Information Technology Project Oversight
- The State of Maryland Enterprise Architecture

2.10 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS

For the personnel proposed under this TORFP, the proposed resources shall meet all minimum qualifications for the labor category proposed, as identified in the CATS + Master Contract Section 2.10 plus the following minimum qualifications. Resumes shall clearly outline starting dates and ending dates for each applicable experience or skill.

As part of the evaluation of the proposal for this TO, Master Contractors will propose **exactly one** (1) named resources.

The following minimum qualifications are mandatory. Each of the Master Contractor's staff shall demonstrate expertise in the following:

- Minimum of four (4) years of experience with Oracle 11gR2 OAAM and IDM product installations and setups for access manager, OAAM, single sign-on (SSO), and federated security with Active Directory (AD) and LDAP.
- Minimum of one (1) year of experience with Oracle 11g Business Intelligence Enterprise suite (OBIEE) SSO integration.
- Minimum of one (1) year of experience with Oracle 11g WebCenter Portal suite and content management SSO integration.

2.11 TO CONTRACTOR PERSONNEL OTHER REQUIREMENTS

Good oral and written communication skills. This will be validated during the interview
process. Candidates shall submit samples of past written communications or documents for
review. Sensitive information can be redacted. Oral communication skills can and will be
validated during the interview process.

2.12 INVOICING

Invoicing shall be submitted monthly, and shall be based on a time and materials contract where invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract. A proper invoice 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 of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 8, is not submitted.

2.13 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the MSDE as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form Attachment 8, for each deliverable being invoiced submitted for payment to the MSDE at the following address:

Maryland State Department of Education Attention: Accounts Payable 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

2.14 TIME SHEET SUBMISSION AND ACCEPTANCE

Within three (3) 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 Senior Computer Security System Specialist"
- 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.

2.15 PROFESSIONAL DEVELOPMENT

The TO Contractor shall ensure continuing education opportunities for the personnel provided to support this TORFP. This education would be associated with the technologies currently utilized by MSDE or anticipated to be implemented by MSDE in the near future. With MSDE prior approval, the time allocated to these continuing education activities for staff deployed to MSDE on a <u>full</u>-time basis may be charged to this task order. Actual course costs are the responsibility of the TO Contractor.

2.16 PERFORMANCE AND PERSONNEL

2.16.1 WORK HOURS

- Business Hours Support: The TO Contractor's collective assigned personnel shall support core business hours (Monday-Friday 8am 5pm), except for State holidays, Service Reduction days, and Furlough days observed by the Agency. 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.
- <u>State Mandated Service Reduction Days</u>: 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 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 (8) hour day or less than a 40 hour work week.
- <u>Vacation Hours</u>: Requests for leave shall be submitted to the TO Manager at least two (2) 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.

2.16.2 PERFORMANCE EVALUATION

TO Contractor personnel shall be evaluated by the TO Manager on an as needed basis. The TO Manager shall evaluate performance of each TO Contractor resource using the established performance evaluation form included as Attachment 14.

2.16.3 PERFORMANCE ISSUE MITIGATION

At any time during the task order period of performance, should the performance of a TO Contractor resource be rated "unsatisfactory" as determined by the TO Manager, 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 (3) business days and implement the plan immediately upon written acceptance by the TO Manager.
- C) Should performance issues persist, the TO Manager may give written notice or request the immediate removal of person(s) whose performance is at issue, and determine whether a substitution is required.

2.16.4 SUBSTITUTION OF PERSONNEL

- 1. The TO Contractor may not substitute personnel without the prior approval of the TO Manager.
- 2. 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.
- 3. 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.

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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 within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal; or 2) a completed 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 TO PROPOSAL FORMAT

A TO Proposal shall contain the following sections in order.

3.3 TO TECHNICAL PROPOSAL

A) Proposed Services

- 1) **Executive Summary:** A high level overview of the Master Contractor's understanding of the background, purpose, and objectives of the TORFP. The Executive Summary shall summarize the Master Contractor's capabilities and experience, and summarize the proposed methodology and solution for achieving the objectives of the TORFP.
- 2) **Proposed Solution:** A detailed narrative of the Master Contractor's proposed methodology and solution for completing the requirements and deliverables in Section 2 Scope of Work. This section shall include a comprehensive schedule of tasks and estimated time frames for completing all requirements and deliverables, including any tasks to be performed by State or third party personnel.
- 3) **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.
- 4) **Tools:** The TO Contractor owns and proposes for use to meet any requirements in Section 2.

B) Proposed Personnel and TORFP Staffing Master Contractors will propose exactly one named resource.

- Identify and provide one (1) resume for the proposed personnel by labor category.
 The resume shall feature prominently the proposed personnel's skills and experience as they relate to the Master Contractor's proposed solution and Section 2 Scope of Work.
- 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in accordance to Section 2.7.

- 3) 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.
- 4) Complete and provide, Attachment 4 Labor Classification Personnel Resume Summary.

C) Subcontractors

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

- D) Master Contractor and Subcontractor Experience and Capabilities
 - 1) Provide up to three (3) references for projects or contracts the Master Contractor or Subcontractor have completed that were similar to Section 2 Scope of Work. Each example shall include contact information for the client organization complete with the following:
 - a) Name of organization.
 - b) Point of contact name, email, title, and telephone number (point of contact shall be accessible and knowledgeable regarding work performed).
 - c) Services provided as they relate to Section 2 Scope of Work.
 - d) Start and end dates for each example project or contract. 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 (5) years with any entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
 - a) Name of organization.
 - b) Point of contact name, email, title, and telephone number (point of contact shall be accessible and knowledgeable regarding work performed).
 - c) Services provided as they relate to Section 2 Scope of Work.
 - d) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
 - e) Dollar value of the contract.
 - f) Whether the contract was terminated before the original expiration date.
 - g) Whether any renewal options were not exercised.

Note - State of Maryland experience can be included as part of Section D2 above as project or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

E) Proposed Facility

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

F) State Assistance

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

G) Confidentiality

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

3.4 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 Completed Financial Proposal with all rates fully loaded. The Master Contractor shall indicate on Attachment 1 the appropriate Labor Category being proposed and the Fixed Hourly Labor Category Rate. Proposed rates are fully loaded and not to exceed the rates defined in the Master Contract. Prices shall be valid for 120 days.
- C) 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 TO Requesting Agency will consider all information submitted in accordance with Section 3.

4.2 TECHNICAL PROPOSAL EVALUATION CRITERIA

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

- 1. Experience on the resume and from the references of the candidates to perform the roles and skills listed in Sections 2.
- 2. Experience and expertise of the candidates in providing similar services for similar technology configurations.
- 3. Master Contractor's overall understanding of TORFP Scope of work Section 2.

4.3 SELECTION PROCEDURES

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2.7 of this TORFP and quality of responses to Section 3.2.1 of the TORFP. TO Proposals deemed technically qualified will have their financial proposal considered. All others will be deemed not reasonably susceptible for award and will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- B) The State will require interviews with all qualified personnel proposed by each of the qualified Master Contractors.
- C) If the evaluation committee determines the Interviewee is unable to correctly respond to the technical questions, the vendor will be determined non-susceptible for award and financials will not be considered.
- D) Qualified TO Financial Proposals will be reviewed and ranked from lowest to highest price proposed.
- E) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, the technical will have greater weight than the financial.
- F) All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, a Non-Disclosure Agreement (To Contractor), a Purchase Order, and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 6 - Notice to Proceed (sample).

ATTACHMENT 1 – PRICE PROPOSAL

SENIOR COMPUTER SECURITY SYSTEM SPECIALIST CATS+ TORFP # R00B4400139

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.

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 Categories Resource:	A Fully Loaded Hourly Labor Rate	B ESTIMATED Class Hours Annually	C Total Proposed CATS+ TORFP Price
Senior Computer Security System			
Specialist	\$	2080 (Year 1)	\$
Senior Computer Security System			
Specialist	\$	2080 (Option Year 1)	\$
Senior Computer Security System			
Specialist	\$	2080 (Option Year 2)	\$
Senior Computer Security System			
Specialist	\$	2080 (Option Year 3)	\$
Senior Computer Security System			
Specialist	\$	2080 (Option Year 4)	\$
TOTAL EVALUATED PRICE			\$

VENDOR'S NAME	
ADDRESS	
CITY, STATE AND ZIP CODE	
TELEPHONE NO	FAX NO
FIN	DUNS NO
EMAIL ADDRESS	
SIGNATURE	
PRINTED NAME	
TITI E	DATE

ATTACHMENT 2 – TASK ORDER AGREEMENT

CATS+ TORFP# R00B4400139 OF MASTER CONTRACT #060B2490023

This Task Order Agreement ("TO Agreement") is made this day of Month, 2014 by and between Task Order Contractor (TO Contractor) and the MARYLAND STATE DEPARTMENT OF EDUCATION (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 Maryland State Department of Education, as identified in the CATS+ TORFP #.
 - b. "CATS+ TORFP" means the Task Order Request for Proposals #, 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. 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.
 - i. "TO Proposal" collectively refers to the TO Technical Proposal and TO Financial Proposal.

2. Scope of Work

- 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede 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 one (1) year, commencing on the date of Notice to Proceed and terminating on Month Day, Year. At the sole option of the State, this TO Agreement may be extended for four (4) additional, one (1) year periods for a total TO Agreement period ending on Month, Day, Year.

4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS+ TORFP and shall not exceed the total amount of the task order. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 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 an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 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 Accounts Payable, Maryland State Department of Education, 200 West Baltimore Street, Baltimore, MD. 21201.
- 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 Con	tractor Name	
By: Type or Print TO Contractor POC	Date	
Witness:		
MARYLAND STATE DE	PARTMENT OF EDUC	ATION
By: Dorothy Richburg, TO Procurement Officer	Date	
Witness:		
Approved for form and legal sufficiency this	day of	20
Assistant Attorney General		

ATTACHMENT 3 – 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)	

SUBMIT AS A .PDF FILE WITH TO TECHNICAL PROPOSAL

ATTACHMENT 4 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

- Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B2490023.
- 2. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS+ TORFP process.
- 3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. This summary is required at the time of the interview.
 - For example: If you propose John Smith, who is your subcontractor, and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as three months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement; in this case, three (3) months.
- 4. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
- 5. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.
- 6. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

ATTACHMENT 4 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (CONTINUED)

Proposed individual's Name/Company:	requirement?
LABOR CLASSIFICATION TITL	E – (INSERT LABOR CATEGORY NAME)
Education: Insert the education description from a. The CATS+ RFP from Section 2.10 for the applicable labor category b. The minimum qualifications and required certifications in Section 2.10 of this TORFP	
Experience: Insert the experience description from the CATS+ a. The CATS+ RFP from Section 2.10 for the applicable labor category b. The minimum qualifications and required certifications in Section 2.10 of this TORFP Provide dates in the format of MM/YY to MM/YY	
Duties: (Insert the duties description from the CATS+ RFI Section 2.10 for the applicable labor category.)	P from
The information provided on this form for this knowledge:	s labor class is true and correct to the best of my
TO Contractor's Contract Administrator:	
Signature	Date
Proposed Individual:	
Signature -	Date

ATTACHMENT 5 – PRE-PROPOSAL CONFERENCE DIRECTIONS

The Pre-Proposal Conference will be held: **Monday, August 25, 2014** @ **10:00 AM** Maryland State Department of Education 8th Floor, CR 6/7 200 West Baltimore Street 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 should begin to move to the left and continue to follow the signs that say "Downtown/Inner Harbor". Downtown/Inner Harbor" exit becomes Howard Street. Cross Conway, Camden, and Pratt Streets. After Pratt, get in the right lane. Cross Lombard Street, turn right at next light which is Baltimore Street. You can turn right from both lanes, but the left lane of Howard Street puts you into the left lane of Baltimore Street and gives easy access to the parking lot next to the building. MSDE is in the middle of the block, on the left, right next to the parking lot, and directly across from the First Mariners Arena (formerly the Baltimore Arena).

From Annapolis – Route 50

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

From the Baltimore-Washington Parkway (Route 295)

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

ATTACHMENT 6 NOTICE TO PROCEED (SAMPLE)

Month, Day, Year

TO Contractor Name TO Contractor Mailing Address
Re: CATS+ Task Order Agreement # R00B4400139
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,
Dorothy M. Richburg
Task Order Procurement Officer
Enclosures (2)
cc:
Procurement Liaison Office, Department of Information Technology
Project Management Office, Department of Information Technology

ATTACHMENT 7 AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:		
TORFP Title: Senior Computer Security Syst	em Specialist	
TO Agreement Number: #		
Title of Deliverable:		
TORFP Reference Section #		
Deliverable Reference ID #		
Name of TO Manager:		
TO Manager Signature	Date Signed	
Name of TO Contractor's Project Manager:		
TO Contractor's Project Manager Signature	Date Signed	

SUBMIT AS REQUIRED IN THE TORFP.

ATTACHMENT 8 AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Maryland State Department of Education	
TORFP Title: Senior Computer Security System Specialist	
ΓO Manager:	
Γο:	
The following deliverable, as required by TO Agreement #accordance with the TORFP.	t, has been received and reviewed in
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:	
REASON(O) I OR RESECTING BELIVERABLE.	
OTHER COMMENTS:	
TO Manager Signature	Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN THE TORFP.

ATTACHMENT 9 – NON-DISCLOSURE AGREEMENT (OFFEROR)

	Agreement") is made this day of 201_, by and between eferred to as "the OFFEROR") and the State of Maryland (hereinafter referred to		
as "the State").			
Manager to Support the Expansion Instruction necessary for the State to provide the OFFER All such information of the form, format, or media upon which or oral, written, electronic, or any other form, an	ntends to submit a TO Proposal in response to CATS+ TORFP # for Project onal Toolkit. In order for the OFFEROR to submit a TO Proposal, it will be tOR with access to certain confidential information including, but not limited, to on provided by the State shall be considered Confidential Information regardless in which such information is contained or provided, regardless of whether it is d regardless of whether the information is marked as "Confidential Information". Confidential Information described above, the OFFEROR agrees as follows:		
	publish, release, transfer, disseminate or use for any purpose in any form any scept in connection with the preparation of its TO Proposal.		
copy of this Agreement and the OFF employee or agent of the OFFERC	EROR who receives or has access to the Confidential Information shall execute a FEROR shall provide originals of such executed Agreements to the State. Each DR who signs this Agreement shall be subject to the same terms, conditions, herein that are applicable to the OFFEROR.		
recommended award. If the OFFE	ntial Information to the State within five business days of the State's Notice of ROR does not submit a Proposal, the OFFEROR shall return the Confidential arg, Maryland State Department of Education on or before the due date for		
and agrees that the State may obtain a Confidential Information. The State' any and all rights, remedies, claims Information and/or to seek damages	sclosure of the Confidential Information may cause irreparable harm to the State an injunction to prevent the disclosure, copying, or other impermissible use of the s rights and remedies hereunder are cumulative and the State expressly reserves and actions that it may have now or in the future to protect the Confidential for the OFFEROR'S failure to comply with the requirements of this Agreement. jurisdiction in the Maryland State Courts.		
attorneys' fees and disbursements) to employee or agent of the OFFERO	sses, damages, liabilities, expenses, or costs (including, by way of example only, hat are attributable, in whole or in part to any failure by the OFFEROR or any DR to comply with the requirements of this Agreement, OFFEROR and such a shall hold harmless and indemnify the State from and against any such losses, costs.		
6. This Agreement shall be governed by	the laws of the State of Maryland.		
Annotated Code of Maryland, a pers material fact in connection with a pro conviction subject to a fine of not me	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 material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and or 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.		
and conditions specified in this Agr	ts and represents that they are fully authorized to bind the OFFEROR to the terms reement. If signed below by an individual employee or agent of the OFFEROR such individual acknowledges that a failure to comply with the requirements alt in personal liability.		
FFEROR:	BY:		
NAME:			

SUBMIT AS REQUIRED IN THE TORFP

ADDRESS:_____

ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made as of this day of, 200, by and between the State of Maryland ("the State"), acting by and through its Maryland State Department of Education (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 Senior Computer Security System Specialist TORFP No. 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:

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

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

TO Contractor/TO Contractor's Personnel:	Maryland State Department of Education:
Name:	Name:
Title:	Title:
Date:	Date:

SUBMIT AS REQUIRED IN THE TORFP

EXHIBIT A

TO CONTRACTOR'S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE CONFIDENTIAL INFORMATION

Printed Name and Address of Employee or Agent	Signature	Date

ATTACHMENT 11 – TO CONTRACTOR SELF-REPORTING CHECKLIST

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

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

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

ATTACHMENT 12 – LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No.			_
Address			
City	State	Zip Code	
If the Contract is Exempt 1	rom the Living Wage Law	V	
the Contract is exempt from apply) Bidder/Offeror is Bidder/Offeror en \$500,000	m Maryland's Living Wage a nonprofit organization a public service company mploys 10 or fewer employ	f the above named Contractor, he e Law for the following reasons yees and the proposed contract voyees and the proposed contract voyees and the proposed contract vo	s: (check all that
If the Contract is a Living	Wage Contract		
our commitment to comply Maryland and, if required, t regard to the above stated co to living wage at least the liv contract activities, and to er wage rate to their covered contract for services. The C the rate requirements during	with Title 18, State Finance of submit all payroll reports ontract. The Bidder/Offeror wing wage rate in effect at the sure that its Subcontractors employees who are subject ontractor agrees to comply the initial term of the contract established by the Correct of submitted the contract of the contract	we of the above named Contractor and Procurement Article, And it to the Commissioner of Labor as agrees to pay covered employees the time service is provided for house who are not exempt also pay that to the living wage for hours with, and ensure its Subcontract aract and all subsequent renewal promissioner of Labor and Industrial	anotated Code of and Industry with s who are subject ars spent on State he required living spent on a State ors comply with, periods, including
Bemployees for the following		e) The Bidder/Offeror affirms it ly):	has no covered
employee's time during All employee(s) during the duration o	ing every work week on the proposed to work on the S of the State contract; or proposed to work on the S	State contract will spend less than State contract; State contract will be 17 years of State contract will work less than	f age or younger
The Commissioner of Labor the Commissioner deems sur		right to request payroll records ar irmations at any time.	nd other data that
Name of Authorized Represe	entative:		
Signature of Authorized Rep	oresentative:		
Date: Title	:		
Witness Name (Typed or Pri	ınted):		
Witness Signature & Date:			

ATTACHMENT 13 CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

Rule: A company listed on the Investment Activities In Iran list is ineligible to bid on, submit a proposal for, or renew a contract for goods and services with a State Agency or any public body of the State. Also ineligible are any parent, successor, subunit, direct or indirect subsidiary of, or any entity under common ownership or control of, any listed company. *NOTE: This law applies only to new contracts and to contract renewals. The law does not require an Agency to terminate an existing contract with a listed company.*

CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

Name of Authorized Representative:	
Signature of Authorized Representative:	
Date: Title:	
Witness Name (Typed or Printed):	
Witness Signature and Date:	

ATTACHMENT 14 - PERFORMANCE EVALUATION FORM

Name of Contractor being evaluated: (The TO Contractor shall submit one	<insert name<="" th=""><th></th><th></th></insert>		
Evaluation Month & Year: Role (TORFP Section 2.X): Labor Category:			
TO Contractor Name:			
TO Contractor Contact:			
MSDE TO Manager:			
TO Requesting Agency: TO Requ	esting Agency		
PROJECT PERSONNEL PERFORMAN	ICE RATING*		
The information below shall be complete	d by the TO Mar	nager or Designee a	nd 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 "Sati Contractor shall take action to address an employee performance may be rejected a mitigation or employee substitution.	y unsatisfactory and payment with	rating. At the TO National nations and the sending employed	Manager's discretion, oyee performance
Employee performance overall is accepted.		asons indicated belo	ce overall is rejected (for ow).
REASON(S) FOR UNSATISFACTORY	EMPLOYEE PI	ERFORMANCE R	ATING/S:
OTHER COMMENTS:			
Signature of Evaluator		Date	
Signature of TO Contractor		Date	