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

Senior Computer Network Engineer
CATS+ TORFP # R00B4400170

Maryland State Department of Education (MSDE)

Issue Date: JUNE 14, 2014

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.
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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 3 fiscal years;
      (b) Its retail operations did not employ more than 25 persons in its most recently completed 3 fiscal years;
      (c) Its manufacturing operations did not employ more than 100 persons in its most recently completed 3 fiscal years;
      (d) Its service operations did not employ more than 100 persons in its most recently completed 3 fiscal years;
      (e) Its construction operations did not employ more than 50 persons in its most recently completed 3 fiscal years; and
      (f) The architectural and engineering services of the business did not employ more than 100 persons in its most recently completed 3 fiscal years; or
   (2) With respect to gross sales:
      (a) The gross sales of its wholesale operations did not exceed an average of $4,000,000 in its most recently completed 3 fiscal years;
      (b) The gross sales of its retail operations did not exceed an average of $3,000,000 in its most recently completed 3 fiscal years;
      (c) The gross sales of its manufacturing operations did not exceed an average of $2,000,000 in its most recently completed 3 fiscal years;
      (d) The gross sales of its service operations did not exceed an average of $10,000,000 in its most recently completed 3 fiscal years;
      (e) The gross sales of its construction operations did not exceed an average of $7,000,000 in its most recently completed 3 fiscal years; and
      (f) The gross sales of its architectural and engineering operations did not exceed an average of $4,500,000 in its most recently completed 3 fiscal years.

Note: If a business has not existed for 3 years, the employment and gross sales average or averages shall be the average for each year or part of a year during which the business has been in existence. Further information on the certification process is available at eMaryland Marketplace.
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 (email: 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  Company Name _______________________________________________________
Date ______________________________ Telephone No. ____________________________
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KEY INFORMATION SUMMARY SHEET

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

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<th><strong>TORFP Title:</strong></th>
<th>Senior Computer Network Engineer</th>
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<td><strong>Functional Area:</strong></td>
<td>Functional Area 6 – Systems/facilities Management and Maintenance</td>
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<tr>
<td><strong>TORFP Issue Date:</strong></td>
<td>Saturday, June 14, 2014</td>
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<tr>
<td><strong>Questions Due Date and Time:</strong></td>
<td>Wednesday, June 18, 2014 at 12 Noon Local Time</td>
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<td><strong>Closing Date and Time:</strong></td>
<td>Tuesday, July 21, 2014 at 2:00 PM Local Time</td>
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<td><strong>TORFP Requesting Agency:</strong></td>
<td>Maryland State Department of Education (MSDE) Office of Information Technology (OIT)</td>
</tr>
</tbody>
</table>
| **Send Questions and Proposals to:** | Dorothy Richburg  
e-mail address: drichberg@msde.state.md.us |
| **TO Procurement Officer:** | Dorothy Richburg  
Office Phone Number: 410-767-0628  
Office Fax Number: 410-333-2017 |
| **TO Manager:** | Peter Cevenini  
Office Phone Number: 410-767-8108  
Office Fax Number: 410-333-2017  
e-mail address: pcevenini@msde.state.md.us |
| **TO Type:** | Time and Materials |
| **Period of Performance:** | Three (3) years with two (2) one-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  
Baltimore, MD 21201  
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. 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 2.13 Invoicing. The TO Contractor is responsible for making payments to the TO Contractor personnel.

- **TO Contractor Personnel** – Any resource provided by the TO Contractor in support of this TO over the course of the TO 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 Offerors 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 TO is awarded to the Master Contractor. The TO Procurement Officer will notify Master Contractor of the time and place of interviews.

Interviews, which are a type of oral presentation, will be performed by phone or internet (e.g., Skype, GotoMeeting, WebEx) or in person for all Offerors meeting minimum qualifications. All candidates shall be interviewed in substantially the same manner

In the event of more than 10 responsive bids to this TORFP, MSDE may schedule at the Procurement Officer’s discretion multiple rounds of interviews that narrow the number of subsequent interviews to the most qualified proposed resources (i.e., perform down selects). Additional details regarding the multiple interview process and down selects are described in Section 4.3 Selection Procedures.

1.6  QUESTIONS
All questions must be submitted via email to the TO Procurement Officer no later than the date and time indicated in the Key Information Summary Sheet. Answers applicable to all Master Contractors will be distributed to all Master Contractors who are known to have received a copy of the TORFP. Answers can be considered final and binding only when they have been answered in writing by the State.

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

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

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

In order to 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 MSDE will make reasonable efforts to provide such special accommodation.

1.8 CONFLICT OF INTEREST

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

Master Contractors should be aware that the State Ethics Law, 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 Offeror shall be construed as certifying all personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.

1.9 LIMITATION OF LIABILITY

The TO Contractor’s liability is limited in accordance with Section 27 of the CATS+ Master Contract. TO Contractor’s liability for this TORFP is limited to 1 times the total TO Agreement amount.

1.10 CHANGE ORDERS

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

1.11 TRAVEL REIMBURSEMENT

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

1.12 MINORITY BUSINESS ENTERPRISE (MBE)

For MBE goal and sub-goal information, reference the Key Information Summary Sheet above.

1.13 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)

For VSBE goal information, reference 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 VSBEs.
1.14 NON-DISCLOSURE AGREEMENT

1.14.1 NON-DISCLOSURE AGREEMENT (OFFEROR)

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

Certain system documentation may be available for Master Contractors to review at a reading room at MSDE’s address. Master Contractors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. Please contact the TO Procurement Officer to schedule an appointment.

1.14.2 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

Certain system documentation may be required by the TO in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 11.

1.15 LIVING WAGE

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

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

1.16 IRANIAN NON-INVESTMENT

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

1.17 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

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

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

1.18 MERCURY AND PRODUCTS THAT CONTAIN MERCURY

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.
SECTION 2 - SCOPE OF WORK

2.1 PURPOSE
The MSDE/OIT is issuing this CATS+ TORFP in order to obtain a Senior Computer Network Engineer to support the agency’s information technology - computer network infrastructure, system implementation, security, and maintenance needs.

Master Contractors shall propose exactly one (1) named resource in response to this TORFP.

MSDE intends to award this Task Order to one (1) Master Contractor that proposes a team of resources and a Staffing Plan that can best satisfy the TO requirements.

2.2 REQUESTING AGENCY BACKGROUND
The MSDE has a multitude of smaller business units that perform a variety of functions associated with a comprehensive correctional system. MSDE also interacts with various local, State, and Federal agencies. The OIT is responsible for all aspects of Information Technology and Communications within MSDE. This includes deploying, maintaining, and administering all computer, network, and communication functions. OIT is also responsible for establishing connectivity to several OIT maintained criminal justice databases for outside agencies (State, County, and Federal). All connectivity is handled via closed circuits or virtual private network (VPN) tunnels via the Internet. In all cases, criminal data transfer and communications is encrypted.

2.3 EXISTING SYSTEM DESCRIPTION
MSDE provides a variety of networking and client service resources using primarily a Microsoft Windows environment and Cisco routers and switches. Microsoft’s Active Directory provides a directory of all users and most technology resources supporting the department. MSDE is planning to convert its email system to Google Mail by June 2014. Remote user access over the Internet is provided by a VPN using CISCO VPN. A Microsoft Exchange Server provides email, calendar, contact, task, public folder, and other services. Mission critical databases are hosted by Microsoft SQL and Oracle databases. MSDE’s web content is managed using a Microsoft Content Management Server 2002 on a Windows 2003 Server.

Web-based document management is provided by Xerox DocuShare and Microsoft SharePoint hosted on a Microsoft Windows 2003 and 2008 Servers. Rhumba is the terminal emulation software that provides access to the State of Maryland Financial Management Information System (FMIS) and is hosted on a Windows 2003 Server that connects via the State Government Intranet managed by NetworkMaryland. Symantec Enterprise Antivirus software provided agency protection from computer virus and adware. Active Server pages provided correspondence management. System backups are provided through an EMC SAN system and Commvault. MSDE has several cloud-based programs and is exploring desktop virtualization for agency use. MSDE participates in Maryland Enterprise Architecture Repository (EAR) and will continue to do so as requested.

2.4 PROFESSIONAL DEVELOPMENT
Any IT services personnel provided under this TORFP shall maintain any required professional certifications for the duration of the resulting TO.
2.5 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

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

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

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

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

2.6 REQUIREMENTS

Senior Network Engineer will need to perform the following tasks:

The Senior Network Engineer will be involved in highly technical work of considerable difficulty and shall support connectivity to all MSDE data center locations and contracted hosting facilities in support of education initiatives including Race To The Top (RTTT) using Cisco and F5 Big IP Content Switches, Cisco ASA firewalls/concentrators, Juniper SSL VPN cluster, Cisco Wireless Access Points, Cisco Managed Switches and Routers, and multiple network monitoring systems (Cymtec, ArcSight, SolarWinds and Cisco Works).

The TO Contractor FTE must have in-depth level of routing, switching, and network security knowledge and experience.

In addition to designing and managing the WAN configuration, this resource shall use software for evaluation loads, uptime, and intrusion detection tools. The following are additional roles and responsibilities:

1. Implement security releases, network upgrades, and operation of Local, Wide Area Networks, Network systems software, and Cisco, Juniper, and F5 hardware.

2. Provide quality up-time performance of Internet Services, LAN/WAN protocols, design, operations of physical and virtual server technology, management, and control.

3. Maintain firewalls at all MSDE sites, Cisco IPSEC and Juniper SSL VPN connectivity.

4. Maintain local wireless virtual networks and the Enterprise to the State’s Network Maryland initiative.

5. Design and Implement and test a Remote Business Continuance solution of critical applications related to existing MSDE and RTTP.

6. Design and Implement multifactor authentication for MSDE VPN users and Network Administrators.
7. Preferred understanding of Federal HIPAA Regulations & Standards.
8. Comprehend complex verbal and written instructions in English with the ability to interface with other WAN, and SAN technology specialists.
9. Analyze user needs and design effective PC/LAN/SAN/WAN solutions.
10. Solve problems and ensure effective operations of physical and virtual networks and hardware using VMware on rack mounted and blade servers.
11. Perform long range capacity planning; make configuration, enhancement and security recommendations.
12. Document various support process such as: Restart procedures, Review of log files, actions taken, and new processes.
13. Train MSDE network specialists to perform daily support functions, and to verify network conditions.
14. Manage a highly available WAN configuration, which includes, but is not limited to Cisco fail-over firewall configurations and Hot Standby Router Protocol (HSRP) Configurations
15. Manage and Configure Cisco ASA® solutions, and F5 Big IP load balancers
16. Design and administer VLAN technologies, in discrete and imbedded devices (Dell blade chassis switches, for example) including HSRP MSFC configurations
17. Design, certify, implement, integrate and administer a wired and wireless VLAN, using 802.11x technologies
18. Install and manage secure access using Cisco ASA VPN and Juniper SSL VPN termination. Configuration efforts also include client-to-site and site-to-site connectivity.
19. Execute vulnerability assessments and network penetration tests, using third party tools
20. Provide management, with high-level analysis of all vulnerability tests and reports
21. Manage a multi-site Cisco firewall, router, and switched network at all five Data Center locations, including such technologies as: EIGRP, OSPF, and BGP
22. Assist in security policy review and design related to Server, LAN and WAN Connectivity
23. Monitor performance and security, using network management tools
24. Use of SolarWinds and Cisco Works® for SNMP management of LAN/WAN devices
25. Implement and manage Cisco QOS prioritization and Ethernet virtual circuits.
26. Monitor performance and patch management using Cisco Works
27. Configure and handle upgrades of Junos® and Cisco IOS®
28. Develop and update Network Diagrams using Microsoft Visio®
29. Use NetTracker Web Log Analyzer® to monitor utilization
30. Configure and manage F5 Big IP and Cisco Content Switches®
31. Manage and configure secure FTP services
32. Configure, update, and manage the Secure Transport® Server/Secure FTP processes and technologies
33. Implementing and supporting KVM over IP solutions
34. Mentor other staff members on network technologies
35. Migrate and extend VMware 4.X host server environments to VMware 5.X
36. Provide network configuration of fiber channel components in the upgrade and migration of EMC fiber channel fabric, and the implementation of data backup replication services between hosted sites and MSDE
37. Assist in disaster recovery efforts as directed by the TO Manager.
38. Perform additional network engineering functions as directed by the TO Manager.
39. The resource for this position will be on call during evenings and weekend to respond to emergency conditions.

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 (8:00 AM to 5:00 PM), Monday through Friday except for State holidays, Service Reduction days, and Furlough days observed by 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 monthly basis for assignments performed during that period. The TO Manager shall evaluate performance of each TO Contractor resource using the established performance evaluation form (PEF) included as Attachment 18.

2.7.3 PERFORMANCE ISSUE MITIGATION
At any time during the TO period of performance, should the performance of a TO Contractor resource be 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.

2.7.4 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
THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.8 DELIVERABLES

2.8.1 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.

2.9 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.

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.

For the personnel proposed under this TORFP, proposed resources must meet all minimum qualifications for the Senior Network Engineer, 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.

Minimum Qualifications for Senior Network Engineer:

- A Bachelor’s degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering or other related scientific or technical discipline.

- Shall have current certifications as follows: certified as network or security engineer with a Certified Information Systems Security professional (CISSP) certificate, Microsoft Certified Systems Engineer (MCSE) certificate, and Citrix VMware certifications.

- Fifteen years experience in computer networking or IT security field.

- Seven years of experience in planning, designing, implementing, and analyzing IT networks in a Windows environment.

2.10 TO CONTRACTOR AND PERSONNEL OTHER REQUIREMENTS

The following qualifications will be evaluated as part of the TO technical proposal.

Operating Environments:

• Ten (10) years of experience working with Microsoft SQL Server 2000+ (within a SQL Server Cluster).
• Ten (10) years working with Microsoft Domain Controllers, DHCP, IIS, and Active Directory Servers.
• Ten (10) years of experience with either Microsoft Exchange Server 2003 & 2010 (clustered environment).
• Four (4) years working with any SharePoint versions and at least one (1) year of experience with SharePoint 2010.
• Five (5) years of experience working with Oracle Database.
• Seven (7) years of experience working with VMWare in a Clustered Server Environment.
• Five (5) years of experience working with AIX.
• Ten (10) years of experience working with Citrix in a Server Farm Environment.
• Five (5) years of experience working with HP Openview.
• Seven (7) years of experience working with ISA.
• Ten (10) years of experience working with WINS.
• Seven (7) years of experience working with WSUS.
• Seven (7) years of experience working with Symantec Anti-Virus.
• Three (3) years of experience working with NetOp.
• Ten (10) years of experience working with Linux.

Hardware Environment:
• Seven (7) years of experience working with Dell Servers (various models).
• Five (5) years of experience working with EMC CX380 SAN Environment.
• Three (3) years of experience working with EMC VNX Unified Storage.
• Seven (7) years of experience working with ACE Modules/SSL appliances.
• Two (2) years of experience working with Avamar.

Security Environment:
• Ten (10) years experience working with CISCO Routers and Switches (configurations) and CISCO certifications.
• Ten (10) years working with Checkpoint Firewalls (configurations).
• Ten (10) years working with ASA Firewall (configurations).
• Ten (10) years working with TCP/IP (implementation and configuration).

2.11 RETAINAGE
THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.12 WORK ORDER PROCESS
THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.13 INVOICING
Invoicing shall be submitted monthly. Invoicing shall be accompanied by signed notice(s) of acceptance (PEF) for all invoices submitted for payment. Payment of invoices will be withheld if a signed PEF (Attachment 18) is not submitted.

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

2.13.1 T&M Invoicing

2.13.1.1 T&M 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.

B) The TO Contractor shall send the original of each invoice, supporting documentation and signed PEF, for each deliverable being invoiced to MSDE at address below with a copy to the TO Manager:

Maryland State Department of Education
Attention: Accounts Payable
200 East 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.
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 10 MB.

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

- Subject line “CATS+ TORFP # R00B4400170 Technical” plus the Master Contractor Name
- One attachment labeled “TORFP R00B4400170 Technical - Attachments” containing all Technical Proposal Attachments (see Section 3.3 below), signed and in PDF format.
- One attachment labeled “TORFP R00B4400170 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 # R00B4400170 Financial” plus the Master Contractor Name
- One attachment labeled “TORFP R00B4400170 Financial” containing the Financial Proposal contents, signed and in PDF format.

3.3 SUMMARY OF ATTACHMENTS
No attachment forms shall be altered. Signatures shall be clearly visible.

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

- Attachment 4 – Conflict of Interest Affidavit and Disclosure - Signed PDF
- Attachment 5 - Labor Classification Personnel Resume Summary - 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 Sheet – Signed PDF

3.4 PROPOSAL FORMAT
A TO Proposal shall contain the following sections in order:
3.4.1 TO TECHNICAL PROPOSAL

A) Proposed Services

1) Executive Summary: A one-page summary describing the Offeror’s understanding of the TORFP scope of work (Section 2) and proposed solution.

2) A more detailed description of the Offeror’s understanding of the TORFP scope of work, proposed methodology and solution. The proposed solution shall be organized to exactly match the requirements outlined in Section 2.

3) Assumptions: A description of any assumptions formed by the Offeror in developing the Technical Proposal. Offerors should avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.

4) Tools: The TO Contractor owns and proposes for use to meet any requirements in Section 2.

B) Proposed Personnel and TORFP Staffing

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

1) Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary for each proposed resource. The information should show each proposed person’s skills and experience as they relate to the Offeror’s proposed solution and Section 2 – Scope of Work.

2) Provide evidence proposed personnel possess the required certifications in accordance with Section 2.9.2 Offeror’s Personnel Minimum Qualifications. Also provide copy of the proposed personnel’s certificates.

3) Provide three (3) references per proposed personnel containing the information listed in Attachment, Form LC1 section A.

4) Provide the names and titles of the Offeror’s management staff who will supervise the personnel and quality of services rendered under this TO Agreement.

C) MBE, SBE Participation and VSBE Participation

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

D) Subcontractors

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

E) Master Contractor and Subcontractor Experience and Capabilities

1) Provide up to three examples of engagements or contracts the Master Contractor or subcontractor, if applicable, has completed that were similar to Section 2 - Scope of Work. Include contact information for each client organization complete with the following:

   a) Name of organization.

   b) Point of contact name, title, email and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
c) Services provided as they relate to Section 2 - Scope of Work.
d) Start and end dates for each example engagement or contract.
e) Current Master Contractor team personnel who participated on the engagement.
f) If the Master Contractor is no longer providing the services, explain why not.

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

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

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

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

F) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

G) Confidentiality

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

3.4.2 TO FINANCIAL PROPOSAL

A) A description of any assumptions on which the Master Contractor’s TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the TO Financial Proposal);
B) Attachment 1– Price Sheet, completed in .PDF format with all proposed labor categories including all rates fully loaded. Master Contractors shall list all proposed resources by approved CATS+ labor categories in the price proposal. Prices shall be valid for 120 days.

C) To be responsive to this TORFP, the Price Sheet (Attachment 1) shall provide labor rates for all labor categories. Proposed rates are not to exceed the rates defined in the Master Contract for the Master Contract year(s) in effect at the time of the TO Proposal due date.

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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, 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 render a TO Proposal not reasonably susceptible for award:

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 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.

C) The ability for the Master Contractor to meet staffing expectations relative to supplying additional personnel for this TORFP meeting qualifications in Section 2.9 and 2.10.

4.3 SELECTION PROCEDURES
A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 2 of this TORFP, and quality of responses to Section 3.4.1 TO Technical Proposal.

B) Interviews will be performed for proposed personnel from all TO Proposals deemed technically qualified. As described in Section 1.5, in the event that more than 10 responsive proposals, the Procurement Officer may perform a down select. The Procurement Officer will notify the Offeror at time of scheduling initial interviews whether subsequent rounds of interviews are required. When used, the down select procedures to be followed by the Procurement Officer are as follows:

   a) An initial interview will be performed for all proposed personnel meeting minimum requirements.

   b) A technical ranking will be performed for all proposed personnel based on initial interview. Proposed personnel will be ranked from highest to lowest for technical merit based on the quality of the proposals submitted and interview results.

   c) 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) The top five (5) personnel by technical ranking will be notified of additional interviews. All other personnel will be notified of non-selection for this TORFP.
C) 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.

D) Qualified TO Financial Proposal responses will be reviewed and ranked from lowest to highest price proposed.

E) 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.

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 7 - Notice to Proceed (sample).

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## LIST OF ATTACHMENTS

<table>
<thead>
<tr>
<th>Attachment Label</th>
<th>Attachment Name</th>
<th>Applicable to this TORFP?</th>
<th>Submit with Proposal?* (Submit, Do Not Submit, N/A)</th>
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<tbody>
<tr>
<td>Attachment 1</td>
<td>Price Sheet</td>
<td>Always Applicable</td>
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</tr>
<tr>
<td>Attachment 2</td>
<td>Minority Business Enterprise Participation (Attachments D-1 – D-7)</td>
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<td>Attachment 3</td>
<td>Task Order Agreement (TO Agreement)</td>
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<td>Do Not Submit with Proposal</td>
</tr>
<tr>
<td>Attachment 4</td>
<td>Conflict of Interest Affidavit and Disclosure</td>
<td>Always Applicable</td>
<td>Submit with TO Technical Proposal</td>
</tr>
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<td>Attachment 5</td>
<td>Labor Classification Personnel Resume Summary</td>
<td>Applicable</td>
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<td>Attachment 6</td>
<td>Pre-Proposal Conference Directions</td>
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<td>Attachment 7</td>
<td>Notice to Proceed (Sample)</td>
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<td>Attachment 8</td>
<td>Agency Receipt of Deliverable Form</td>
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<td>Attachment 9</td>
<td>Agency Deliverable Product Acceptance Form (DPAF)</td>
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<td>Non-Disclosure Agreement (TO Contractor)</td>
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<td>Attachment 12</td>
<td>TO Contractor Self-Reporting Checklist</td>
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<td>Attachment 13</td>
<td>Living Wage Affidavit of Agreement</td>
<td>Always Applicable</td>
<td>Submit with TO Technical Proposal</td>
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<td>Attachment 14</td>
<td>Mercury Affidavit</td>
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<td>Veteran Owned Small Business Enterprise Utilization Affidavit</td>
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<td>Attachment 16</td>
<td>Certification Regarding Investments in Iran</td>
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<td>Attachment 17</td>
<td>Sample Work Order</td>
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<td>Attachment 18</td>
<td>Performance Evaluation Form</td>
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<td>Attachment 19</td>
<td>Criminal Background Check Affidavit</td>
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*if not specified in submission instructions, any attachment submitted with response shall be in PDF format and signed
ATTACHMENT 1 PRICE SHEET

PRICE SHEET (TIME AND MATERIALS) FOR CATS+ TORFP # R00P4400170

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

A year for this task order shall be calculated as one calendar year from NTP. **Labor Rate Maximums:** The maximum labor rate that may be proposed for any CATS+ Labor Category shall not exceed the maximum for the CATS+ Master Contract year in effect on the TO Proposal due date.

<table>
<thead>
<tr>
<th>Job Title from TORFP</th>
<th>CATS+ Labor Category</th>
<th>Hourly Labor Rate (A)</th>
<th>Total Class Hours (B)</th>
<th>Total Proposed CATS+ TORFP Price (C)</th>
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Authorized Individual Name

Company Name

Title

Company Tax ID #

Signature

Date

The Hourly Labor Rate is the actual rate the State will pay for services and shall be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate but may be lower. Rates shall be fully loaded, all-inclusive, i.e., include all direct and indirect costs and profits for the Master Contractor to perform under the TO Agreement.
ATTACHMENT 2 MINORITY BUSINESS ENTERPRISE FORMS
TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS
CATS+ TORFP # R00B4400170

THIS ATTACHMENT DOES NOT APPLY
ATTACHMENT 3 TASK ORDER AGREEMENT
CATS+ TORFP# R00B4400170 OF MASTER CONTRACT #060B2490023

This Task Order Agreement ("TO Agreement") is made this day of Month, 2014 by and between (TO Contractor) and the STATE OF MARYLAND, MARYLAND STATE DEPARTMENT OF EDUCATION.

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
   a) “Agency” means the TO Requesting Agency, as identified in the CATS+ TORFP # ADPICS PO.
   b) “CATS+ TORFP” means the Task Order Request for Proposals # ADPICS PO, dated MONTH DAY, YEAR, including any addenda.
   c) “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated MONTH DAY, YEAR.
   d) “TO Procurement Officer” means TO Procurement Officer. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
   e) “TO Agreement” means this signed TO Agreement between TO Requesting Agency and TO Contractor.
   f) “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is ___________________________________________.
   g) “TO Manager” means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
   h) “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
   i) “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
   j) “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.

2. Scope of Work
   2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or 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
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. At the sole option of the State, this TO Agreement may be extended for two (2) 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 $___________. 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, MARYLAND STATE DEPARTMENT OF EDUCATION

By: Alan Delman, Procurement Officer  

Date

Witness: _______________________

State of Maryland- MARYLAND STATE DEPARTMENT OF EDUCATION
ATTACHMENT 4 CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

A) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, offeror, contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C) The bidder or offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

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

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

Date:____________________ By:______________________________________
(Authorized Representative and Affiant)
ATTACHMENT 5 LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

(INSTRUCTIONS)

1) For this 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) Senior Network Engineer

3) For each job title 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.
ATTACHMENT 5 FORM LC1 - LABOR CLASSIFICATION PERSONNEL RESUME

SUMMARY

CATS+ TORFP # R00B4400170

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.

<table>
<thead>
<tr>
<th>Candidate Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Master Contractor:</td>
</tr>
<tr>
<td>Proposed CATS+ Labor Category:</td>
</tr>
<tr>
<td>Job Title (As listed in TORFP):</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Institution Name / City / State</th>
<th>Degree / Certification</th>
<th>Year Completed</th>
<th>Field Of Study</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;add lines as needed&gt;</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**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)]

<table>
<thead>
<tr>
<th>Organization</th>
<th>Description of Work…</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Title / Role]</td>
<td></td>
</tr>
<tr>
<td>[Period of Employment / Work]</td>
<td></td>
</tr>
<tr>
<td>[Location]</td>
<td></td>
</tr>
<tr>
<td>[Contact Person]</td>
<td></td>
</tr>
</tbody>
</table>

**Employment History***

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

<table>
<thead>
<tr>
<th>Start and End Dates</th>
<th>Job Title or Position</th>
<th>Organization Name</th>
<th>Reason for Leaving</th>
</tr>
</thead>
<tbody>
<tr>
<td>MM/YY – MM/YY</td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

*Fill out each box. Do not enter “see resume” as a response.
A) References for Proposed Resource (if requested in the TORFP)

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

<table>
<thead>
<tr>
<th>Reference Number:</th>
<th>1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date From:</td>
<td>&lt;mm/yy&gt;</td>
</tr>
<tr>
<td>Date To:</td>
<td>&lt;mm/yy&gt;</td>
</tr>
<tr>
<td>Organization Name:</td>
<td>&lt;insert organization name&gt;</td>
</tr>
<tr>
<td>Contact Name:</td>
<td>&lt;insert contact&gt;</td>
</tr>
<tr>
<td>Contact Phone:</td>
<td>&lt;insert phone&gt;</td>
</tr>
<tr>
<td>Contact e-mail:</td>
<td>&lt;insert e-mail&gt;</td>
</tr>
<tr>
<td>Details:</td>
<td>&lt;insert details&gt;</td>
</tr>
</tbody>
</table>

B) Requirements Qualification Traceability Matrix

Complete the matrix (Attachment 5A) for each requirement listed for the position in either the CATS+ Master Contract and/or this TORFP.

The information provided on this form for this resource is true and correct to the best of my knowledge:

Master Contractor Representative:

_________________________________________  _______________________________  ______________
Print Name  Signature    Date

Proposed Individual:

________________________  ______________________
Signature      Date
ATTACHMENT 6 PRE-PROPOSAL CONFERENCE DIRECTIONS

The Pre-Proposal Conference will be held:
**Thursday, June 19, 2014 @ 10:00 AM ET**
Maryland State Department of Education
8th Floor, CR 1
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

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).

PARKING
Public Parking Lot is available next to the building.
NOTICE TO PROCEED (sample)

Month Day, Year

TO Contractor Name
TO Contractor Mailing Address

Re: CATS+ TO Project Number: TORFP #R00B4400170

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 7 AGENCY RECEIPT OF DELIVERABLE FORM

THIS ATTACHMENT DOES NOT APPLY.
ATTACHMENT 8 AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM

THIS ATTACHMENT DOES NOT APPLY.
ATTACHMENT 9 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 # ADPICS PO for TORFP Title. 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 TO Procurement Officer, TO Requesting Agency on or before the due date for Proposals.

4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State’s rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR’S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.

5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys’ fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.

6. This Agreement shall be governed by the laws of the State of Maryland.

7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than $20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.

8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: ___________________________ BY: _______________________________
NAME: ____________________________ TITLE: _______________________________
ADDRESS:_______________________________________________________________________

State of Maryland- MARYLAND STATE DEPARTMENT OF EDUCATION
ATTACHMENT 10 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 TO Requesting Agency (the “Department”), and ____________________ (“TO Contractor”), a corporation with its principal business office located at ______________________ and its principal office in Maryland located at ______________________.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for TORFP Title TORFP No. ADPICS PO 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:                      TO Requesting Agency:  
Name:__________________________           Name: _____________________________  
Title:___________________________  Title:_______________________________  
Date: ___________________________  Date: ______________________________  

State of Maryland- MARYLAND STATE DEPARTMENT OF EDUCATION 41
<table>
<thead>
<tr>
<th>Printed Name and Address of Employee or Agent</th>
<th>Signature</th>
<th>Date</th>
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<tbody>
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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.

<table>
<thead>
<tr>
<th>Master Contractor:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Master Contractor Contact / Phone:</td>
<td></td>
</tr>
<tr>
<td>Procuring State Agency Name:</td>
<td></td>
</tr>
<tr>
<td>TO Title:</td>
<td></td>
</tr>
<tr>
<td>TO Number:</td>
<td></td>
</tr>
<tr>
<td>TO Type (Fixed Price, T&amp;M, or Both):</td>
<td></td>
</tr>
<tr>
<td>Checklist Issue Date:</td>
<td></td>
</tr>
<tr>
<td>Checklist Due Date:</td>
<td></td>
</tr>
</tbody>
</table>

**Section 1 – Task Orders with Invoices Linked to Deliverables**

A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria?  
   Yes [ ] No [ ] (If no, skip to Section 2.)

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 Invoices Linked to Time, Labor Rates and Materials**

A) If the TO involves material costs, are material costs passed to the agency without markup by the Master Contractor?  
   Yes [ ] 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 personnel?  
   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)

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 subcontractor; $10,000 was paid to date on the TO; the MBE percentage is 30% (3,000 ÷ 10,000 = 0.30))

Is this consistent with the planned MBE percentage at this stage of the project?
Yes ☐ No ☐ (If no, explain why)

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)

SUBMIT AS INSTRUCTED IN TORFP.
ATTACHMENT 12 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 13 MERCURY AFFIDAVIT
ATTACHMENT 14
THIS ATTACHMENT DOES NOT APPLY.
ATTACHMENT 15 STATE OF MARYLAND
VETERAN SMALL BUSINESS ENTERPRISE PARTICIPATION (VSBE)

THIS ATTACHMENT DOES NOT APPLY.
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: ______________________________________________________

The Investment Activities in Iran list is located at: www.bpw.state.md.us
ATTACHMENT 17 SAMPLE WORK ORDER

THIS ATTACHMENT DOES NOT APPLY
ATTACHMENT 18 PERFORMANCE EVALUATION FORM

TORFP Title: SENIOR NETWORK ENGINEER
TORFP # R00B4400170

Name of individual being evaluated: <insert name>

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

Evaluation Month & Year:
Role (TORFP Section 2.X):
Labor Category:

TO Contractor Name:
TO Contractor Contact:
TO Manager:
TO Requesting Agency:

PROJECT PERSONNEL PERFORMANCE RATING*
The information below shall be completed by the TO Manager or Designee and returned to the TO Contractor

<table>
<thead>
<tr>
<th>Performance Area</th>
<th>Satisfactory</th>
<th>Unsatisfactory</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attendance and Timeliness</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Work Productivity</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Work Quality</td>
<td></td>
<td></td>
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<tr>
<td>Teamwork</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Communication</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Customer Service</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

OTHER COMMENTS:

Signature of Evaluator Date

Signature of TO Contractor Date
ATTACHMENT 19 CRIMINAL BACKGROUND CHECK AFFIDAVIT

THIS ATTACHMENT DOES NOT APPLY