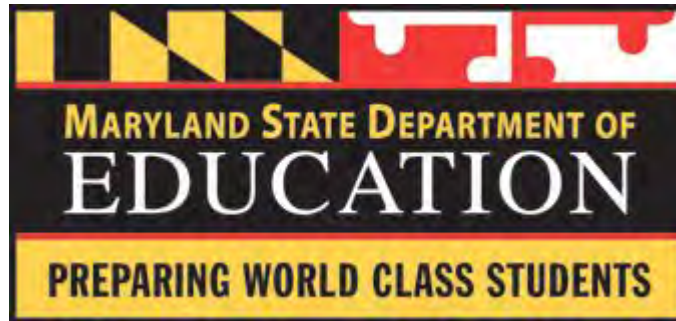


# Consulting and Technical Services+ (CATS+) Task Order Request for Proposals (TORFP)

## **SUBJECT MATTER EXPERT**

CATS+ TORFP # R00B5400055



Maryland State Department of Education (MSDE)

Issue Date: March 23, 2015

### **SMALL BUSINESS RESERVE**

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.

**NOTICE TO BIDDERS/OFFERORS**  
**SMALL BUSINESS RESERVE SOLICITATION**

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

A. It is independently owned and operated;

B. It is not a subsidiary of another business;

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

D.1 With respect to employees:

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

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

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

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

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

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

D.2 With respect to gross sales:

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

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

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

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

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

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

Note: If a business has not existed for 3 years, the employment and gross sales average or averages shall be the average for each year or part of a year during which the business has been in existence. Further information on the certification process is available at eMaryland Marketplace.

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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).

Solicitation Title:	Subject Matter Expert
Solicitation Number (TORFP #):	R00B5400055
Functional Area:	Functional Area 10: IT Management and Consulting Services
Issue Date:	03-23-2015
Questions Due Date and Time:	04-03-2015 at 3:00/PM Local Time
Closing Date and Time:	04-17-2015 at 2:00 /PM Local Time
TO Requesting Agency:	Maryland State Department of Education (MSDE)
Send Questions and Proposals to:	June Dwyer june.dwyer@maryland.gov june.dwyer@maryland.gov <b><i>Email submissions strongly preferred</i></b>
TO Procurement Officer:	June Dwyer Office Phone Number: 410-767-0116 June.dwyer@maryland.gov
TO Manager:	Pete Cevenini Office Phone Number: 410-767-8108 e-mail address: pete.cevenini@maryland.gov
TO Type:	Time and Materials
Period of Performance:	Three (3) year base period and two (2) one-year option periods
MBE Goal:	0%
VSBE Goal:	0%
Small Business Reserve (SBR):	Yes
Primary Place of Performance:	Nancy S. Grasmick State Education Building 200 West Baltimore Street Baltimore, MD 21122
TO Pre-proposal Conference:	Nancy S. Grasmick State Education Building 200 West Baltimore Street Baltimore, MD 21201 04/01/2015 at 11:00 AM Local Time 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:

- A. **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.
- B. **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.

- C. **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.
- D. **TO Contractor Manager** - TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolve any issues that may arise pertaining to the TO Contractor Personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.

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.

- E. **TO Contractor Personnel** – Any resource provided by the TO Contractor, its agents, subcontractors, or subcontractor agents in support of this TO over the course of the TO period of performance.
- F. **Key Personnel** – Any individual identified in the TO Proposal by the Master Contractor to perform work under the scope of this TORFP. Key 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 an e-mail TORFP submission is determined by the date and time of arrival of all required files in the TO Procurement Officer's e-mail inbox. In the case of a paper TO Proposal submission, Offerors shall take such steps necessary to ensure the delivery of the paper submission by the date and time specified in the Key Information Summary Sheet and as further described in Section 3.

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

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

All Offerors 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 in person for all Offerors meeting minimum qualifications. All candidates shall be interviewed in substantially the same manner. The Procurement Officer shall, for each round of interviews, determine whether phone/internet or in-person interviews will be utilized.

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

### **1.6 QUESTIONS**

All questions must be submitted via e-mail 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.

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

### **1.8 CONFLICT OF INTEREST**

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

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

By submitting a Conflict of Interest Affidavit and Disclosure, the Offeror shall be construed as certifying all personnel and subcontractors are also without conflicts 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 and other costs shall be reimbursed only with prior approval by the TO Manager.

### **1.12 MINORITY BUSINESS ENTERPRISE (MBE)**

This TORFP does not contain a MBE goal.

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

This section does not apply to this TORFP.

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

Certain system documentation may be available for Master Contractors to review at a reading room at MSDE's address as listed in the Key Information Summary Sheet. 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 proposed 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 may 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

MSDE is issuing this CATS+ TORFP to obtain Subject Matter Expert services in accordance with the scope of work described in this Section 2.

As part of the evaluation of the proposal for this TO, Master Contractors shall propose exactly one (1) key resource. MSDE expects one (1) resource to be available as of the start date specified in the Notice To Proceed (NTP).

MSDE intends to award this Task Order to one (1) Master Contractor that proposes one resource that can best satisfy the TO requirements.

### 2.2 REQUESTING AGENCY BACKGROUND

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

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

### 2.3 PROJECT BACKGROUND / EXISTING SYSTEM DESCRIPTION

Through Maryland’s Race to the Top Grant, MSDE was able to enhance its longitudinal data system (LDS), develop an instructional improvement system, and upgrade its Educator Information System. The Subject Matter Expert will support the implementation and enhancements to these systems. These systems utilize a number of software packages, including, but not limited to Oracle Business Intelligence software, Webcenter Suite, Sharepoint, and Blackboard. These systems are supported by Oracle OBIEE Applications Programmers, ETL Programmers, Webcenter Portal Programmers, CRM Programmers, database administrators and business analysts. The Subject Matter Expert is expected to connect the technology, the business and the end user by coordinating and managing analysis and evaluation and make recommendations for proper implementation or system specifications and processes.

### 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>).

- A. The State of Maryland System Development Life Cycle (SDLC) methodology
- B. The State of Maryland Information Technology Security Policy and Standards
- C. The State of Maryland Information Technology Non-Visual Access Standards
- D. The TO Contractor shall follow project management methodologies consistent with the Project Management Institute's Project Management Body of Knowledge Guide.
- E. TO Contractor assigned personnel shall follow a consistent methodology for all TO activities.
- F. The State's Information Technology Project Oversight Policies for any work performed under this TORFP for one or more Major IT Development Projects (MITDPs)

## 2.6 REQUIREMENTS

2.6.1.1 The TO Contractor shall provide resources on a continual basis for all assigned tasks, including the personnel required in this TORFP within the timeframe required as specified by the TO Manager.

2.6.1.2 The TO Contractor shall provide support during the business hours of 8:30 – 5:00 Pm Monday through Friday.

2.6.1.3 The resource shall not work more than 40 hours in a week unless authorized and approved by the Project Manager prior to work being performed.

2.6.1.4 The resource shall produce a weekly status report.

2.6.1.5 The resource shall submit monthly work logs to the project manager within the first five (5) days of each month. If additional time is needed the TO Manager shall be notified and must approve.

2.6.1.6 The resource shall work with the business analysts and the end-users to define system and reporting requirements for the components of the longitudinal data system (LDS), the Educator Information System (EIS), the Instructional Improvement System (IIS), the State's Blackboard site, and any other systems deemed necessary by the project manager.

2.6.1.7 The resource shall work with the business analysts and the end-users to document system and reporting requirements for the components of the LDS, the EIS, the IIS, the State's Blackboard site, and any other systems deemed necessary by the project manager.

2.6.1.8 The resource shall work with the ETL and Webcenter staff to define BI data structures for data loading for the components of LDS, the EIS, the IIS, the State's Blackboard site, and any other systems deemed necessary by the project manager.

2.6.1.9 The resource shall define a BI and Publisher reporting strategy for the components of the LDS, the EIS, the IIS, the State's Blackboard site, and any other systems deemed necessary by the project manager.

2.6.1.10 The resource shall define Connection pools and work with the ETL to connect and report on necessary data for the components of the LDS, the EIS, the IIS, the State's Blackboard site, and any other systems deemed necessary by the project manager.

2.6.1.11 The resource shall design, develop, and maintain the BI business models for the components of the LDS, the EIS, the IIS, the State's Blackboard site, and any other systems deemed necessary by the project manager.

2.6.1.12 The resource shall manage and report on the results of unit tests and data validation of the individual components of the LDS and the EIS.

2.6.1.13 The resource shall define alerts and events as needed for each of the dashboards within the LDS, the EIS, and any other systems deemed necessary by the project manager.

2.6.1.14 The resource, in conjunction with the Business Analysts, ETL and Webcenter developer shall ensure the data structure/model and the security configuration is documented for each dashboard within the LDS, the EIS, and any other systems deemed necessary by the project manager.

2.6.1.15 The resource shall work with the Business Analysts and Project Managers to manage end-users approval and signoff of dashboards within the LDS, the EIS, and any other systems deemed necessary by the project manager.

## **2.6.2 TRANSITION-IN REQUIREMENTS**

Not applicable to this TORFP

## **2.6.3 TRANSITION-OUT REQUIREMENTS**

Not Applicable to this TORFP

## **2.6.4 TO CONTRACTOR RESPONSIBILITIES**

The TO Contractor shall provide staffing and resources to fully supply the following services as identified in Section 2.6 Requirements:

- A. Technical Support Services
- B. Maintain a list of defects
- C. Maintain a list of requested changes
- D. Perform other related duties as assigned by the TO Manager.

## **2.6.5 SERVICE LEVEL AGREEMENT (SLA)**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

## **2.6.6 BACKUP / DISASTER RECOVERY**

The TO Contractor shall assist with backups of the web, application, and database servers on an as needed basis as requested by the Project Manager.

## **2.6.7 REQUIREMENTS FOR HARDWARE, SOFTWARE AND MATERIALS**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

## 2.7 PERFORMANCE AND PERSONNEL

### 2.7.1 WORK HOURS

- Business Hours Support: 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.
- 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 activities 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 DIRECTED PERSONNEL REPLACEMENT

- A. The TO Manager may direct the TO Contractor to replace any TO Contractor Personnel who, in the TO Manager's opinion, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, Department, or Contract or Task Order requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in Section 2.7.2.C. If after such remediation the TO Manager determines that the personnel performance has not improved to the level necessary to continue under the Task Order, if at all possible at least fifteen (15) days notification by the TO Manager of a directed replacement will be provided. However, if the TO Manager deems it necessary and in the State's best interests to remove the TO Contractor Personnel with less than fifteen (15) days' notice, the TO Manager can direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.
- B. In circumstances of directed removal, the TO Contractor shall provide a suitable replacement for approval within fifteen (15) days of the notification of the need for removal, or the actual removal, whichever occurs first.

- C. If deemed appropriate in the discretion of the TO Manager, the TO Manager shall give written notice of any personnel performance issues to the TO Contractor, describing the problem and delineating the remediation requirement(s). The TO Contractor shall provide a written Remediation Plan within three (3) days of the date of the notice and shall implement the Remediation Plan immediately upon written acceptance by the TO Manager. If the TO Manager rejects the Remediation Plan, the TO Contractor shall revise and resubmit the plan to the TO Manager within five (5) days, or in the timeframe set forth by the TO Manager in writing.
- D. Should performance issues persist despite the approved Remediation Plan, the TO Manager will give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the substitution of TO Contractor Personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the TO Contractor Personnel at issue.
- E. Replacement or substitution of TO Contractor Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Task Order or which otherwise may be available at law or in equity.

### 2.7.3 SUBSTITUTION OF PERSONNEL

#### 2.7.3.1 PRIOR TO TASK ORDER EXECUTION

Prior to Task Order Execution or within thirty (30) days after Task Order Execution, the Offeror may substitute proposed Key Personnel only under the following circumstances: vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an Extraordinary Personnel Event, or death of such personnel. To qualify for such substitution, the Offeror must demonstrate to the State's satisfaction the event necessitating substitution and that the originally proposed staff is actual full-time personnel employed directly with the Offeror (subcontractors, temporary staff or 1099 contractors do not qualify). Proposed substitutions shall be of equal caliber or higher, in the State's sole discretion. Proposed substitutes deemed by the State to be less qualified than the originally proposed individual may be grounds for pre-award disqualification or post-award termination.

An **Extraordinary Personnel Event** – means Leave under the Family Medical Leave Act; or an incapacitating injury or incapacitating illness; or other circumstances that in the sole discretion of the State warrant an extended leave of absence, such as extended jury duty or extended military service.

#### 2.7.3.2 SUBSTITUTION AFTER TASK ORDER EXECUTION

The substitution of key personnel during the evaluation period, prior to award, is prohibited. Substitutions of any kind, post proposal due date, but prior to award, is considered to be the equivalent of an alternate proposal, and is prohibited.

The procedure for substituting personnel after award 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 individual specifying the intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.
- C) Proposed substitute individual shall be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute personnel and may require that such interviews be in person. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution. If no acceptable substitute personnel is proposed within the time frame established by the TO Manager, the TO Agreement may be cancelled.

#### **2.7.4 PREMISES AND OPERATIONAL SECURITY**

- A) Prior to commencement of work, TO Contractor Personnel to be assigned to perform work under the resulting Task Order shall be required to submit background check certification to MSDE from recognized Law Enforcement Agencies, including the FBI. TO Contractor shall be responsible for ensuring that TO Contractor Personnel background check certifications are renewed annually, and at the sole expense to the TO Contractor. MSDE reserves the right to disqualify any TO Contractor employees or subcontractors whose background checks suggest conduct, involvements, and/or associations that MSDE determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this TORFP. MSDE reserves the right to perform additional background checks on TO Contractor Personnel.
- B) Further, TO Contractor Personnel may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Contractor Personnel to be accompanied while on secured premises.
- C) TO Contractor employees shall, while on State premises, display their State issued identification cards without exception.
- D) TO Contractor shall require its employees to follow the State of Maryland and MSDE IT Security Policy and Standards throughout the term of the TO Agreement.
- E) The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States citizens, prior to commencement of TO Contractor Personnel work under the Task Order.
- F) TO Contractor shall remove any TO Contractor Personnel from working on the resulting TO Agreement where the State of Maryland provides evidence to the TO Contractor that said TO Contractor Personnel has not adhered to the security requirements specified herein.
- G) The cost of complying with all security requirements specified herein are the sole responsibilities and obligations of the TO Contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

TO Contractor shall complete a criminal background check prior to any individual TO Contractor Personnel being assigned work on the project. TO Contractor shall provide a Criminal Background Check Affidavit (Attachment 19) within 45 days of notice to proceed.



## **2.8 DELIVERABLES**

### **2.8.1 DELIVERABLE SUBMISSION**

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

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

For any written deliverable, the TO Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in Section 2.8.3. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in Section 2.8.3.

### **2.8.2 DELIVERABLE ACCEPTANCE**

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

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

TO Manager will issue to the TO Contractor a notice of acceptance or rejection of the deliverable in the DPAF (Attachment 9).

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

### **2.8.3 MINIMUM DELIVERABLE QUALITY**

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

Each deliverable shall meet the following minimum acceptance criteria:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) In each section of the deliverable, include only information relevant to that section of the deliverable.

- E) Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
- F) Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
- G) Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.

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

**2.8.4 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA**

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

	<b>Deliverable Description</b>	<b>Acceptance Criteria</b>	<b>Due Date / Frequency</b>
2.8.4.1	Work Products	Perform assigned tasks, and complete those assigned tasks within the timeframe required, as specified by the TO Manager.	Delivered on time as required (timeframe varies).
2.8.4.2	Weekly Status Reports	At the conclusion of each work week, the TO Contractors shall be responsible for compiling and submitting to the TO Manager, a weekly status report that summarizes the following: <ul style="list-style-type: none"> <li>• Assigned work efforts and status (completed, in progress, on-hold) and issues identified.</li> <li>• Emergency work efforts and issues identified.</li> <li>• Proposed activities for the upcoming workweek.</li> <li>• Hours worked by individual TO Contractors personnel (Not to exceed 40 hours unless otherwise approved)</li> <li>• Any application, data anomaly, or bug worked on and fixed.</li> </ul>	Delivered complete and on time - Submitted Monday, 12:00PM (Noon) via email <i>*If Monday is a holiday or a service reduction day, the TO Contractors shall submit the report no later than 12:00 pm (Noon) the following business day.</i>
2.8.4.3	Monthly Work Logs	At the conclusion of each month the TO Contractors shall submit a monthly work log to the TO Manager. The monthly status shall include: detailed explanation of all	

		work completed on each day of the month.	
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**2.9 MINIMUM QUALIFICATIONS**

**2.9.1 OFFEROR’S COMPANY MINIMUM QUALIFICATIONS**

Only those Master Contractors that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation. The Master Contractor’s proposal and references will be used to verify minimum qualifications.

The Master Contractor’s proposal shall demonstrate meeting the following minimum requirements:

- 2.9.1.1 The Offeror must be a registered Small Business Reserve (SBR) Vendor in the State of Maryland.

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

Master Contractors may only propose **one (1) key personnel** in response to this TORFP.

- A. Education: Bachelor’s Degree in Business Management, Computer Science, Information Systems, a combination of disciplines or related degree.
- B. Three (3) years’ experience using the following products / systems: Oracle, SQL, Sharepoint, Webcenter, CRM.
- C. Three (3) years’ experience supervising a team of IT professionals
- D. Three (3) years’ experience documenting business practices
- E. Three (3) years’ experience developing back-up and recovery strategies
- F. Three (3) years’ experience with risk management and contingency planning; scheduling and implementation planning
- G. Three (3) years’ experience reviewing design documents; validating data, writing and deploying test scripts

**2.10 TO CONTRACTOR AND PERSONNEL PREFERRED QUALIFICATIONS**

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

- A. Three years of experience with a State or Federal Educational Agency.

- B. Proven track record of understanding and communicating in non-technical terms; ability to translate business needs into IT solutions.
- C. Knowledge of State's SDLC for IT Projects.

## **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**

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 be submitted to the TO Manager for payment approval as described below. Invoices shall be submitted monthly.

### **2.13.1 INVOICE SUBMISSION PROCEDURE**

- A) Proper invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, MSDE as the recipient, 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) All invoices submitted for payment shall be accompanied by signed notice(s) of acceptance as described below. Payment of invoices will be withheld if the appropriate signed acceptance form is not submitted.
  - 1) To be considered a proper T&M invoice (for Task Order requirements and for T&M Work Orders issued under this Task Order) the TO Contractor shall include with the signed invoice a signed DPAF for each deliverable being invoiced **and** signed timesheet as described in 2.13.2. Include for each person covered by the invoice the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount and a copy of each person's timesheet for the period signed by the TO Manager.
- C) The TO Contractor shall email the original of each invoice and signed DPAF to the TO Manager.
- D) Invoices for final payment shall be clearly marked as "FINAL" and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

### **2.13.2 TIME SHEET SUBMISSION AND ACCEPTANCE**

Time sheets shall be submitted to the TO Manager for approval by signature.

Within three (3) business days after the 15th and last day of the month, the TO Contractor shall submit a semi-monthly timesheet for the preceding half month providing data for all resources provided under the TO.

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

- A) Title: "Time Sheet for Subject Matter Expert"
- B) Issuing company name, address, and telephone number
- C) For each employee /resource:
  - a) Employee / resource name
  - b) For each Period ending date, e.g., "Period Ending: mm/dd/yyyy" (Periods run 1<sup>st</sup> through 15<sup>th</sup> and 16<sup>th</sup> through last day of the month.
    - (1) Tasks completed that week and the associated deliverable names and ID#s
    - (2) Number of hours worked each day
    - (3) Total number of hours worked that Period
    - (4) Period variance above or below 40 hours
    - (5) Annual number of hours planned under the TO
    - (6) Annual number of hours worked to date
    - (7) Balance of hours remaining
    - (8) Annual variance to date (Sum of periodic variances)
- D) Signature and date lines for the TO Manager

#### **2.14 SOC TYPE II AUDIT**

A SOC 2 Type II Report is not a requirement for this TO.

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## SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

### 3.1 REQUIRED RESPONSE

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

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

### 3.2 SUBMISSION

#### 3.2.1 E-MAIL SUBMISSION

The TO Proposal shall be submitted via two e-mails.

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

- A. Subject line “CATS+ TORFP # R00B5400055 Technical” plus the **Master Contractor Name with:**
- B. One attachment labeled “TORFP R00B5400055 Technical – Proposal Master Contractor Name” in Microsoft Word format (2007 or later).
- C. One attachment labeled “TORFP R00B5400055 Technical - Attachments” containing all Technical Proposal Attachments (see Section 3.3 below), signed and in PDF format.

The TO Financial Proposal shall be contained in one e-mail containing as attachments all submission documents detailed in section 3.4.2, with password protection. MSDE will contact Offerors for the password to open each file. Each file shall be encrypted with the same password.

- A. Subject line “CATS+ TORFP # R00B5400055 Financial” plus the **Master Contractor Name**
- B. One attachment labeled “TORFP R00B5400055 Financial” containing the TO Financial Proposal contents, signed.

#### 3.2.2 PAPER SUBMISSION

**MSDE strongly desires TO Proposal submissions in e-mail format.**

- 3.3 An Offeror wishing to deliver a hard copy (paper) TO Proposal shall contact the TO Procurement Officer for instructions.

### 3.4 SUMMARY OF ATTACHMENTS

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

The following signed attachments shall be included with the TO Technical Proposal in PDF format (for e-mail delivery). For paper submissions, submit two (2) copies of each with original signatures.

- A. Attachment 4 – Conflict of Interest Affidavit and Disclosure

- B. Attachment 5A and 5B- Attachment 5A Minimum Qualifications Summary and Attachment 5B Personnel Resume Form
- C. Attachment 13 – Living Wage Affidavit of Agreement
- D. Attachment 16 - Certification Regarding Investments in Iran

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

- E. Attachment 1 Price Sheet – Signed PDF

**3.5 PROPOSAL FORMAT**

A TO Proposal shall contain the following sections in order:

**3.5.1 TO TECHNICAL PROPOSAL**

**Important: A TO Technical Proposal shall include NO pricing information.**

A) Proposed Services

- 1) Executive Summary: A brief summary describing the Offeror’s understanding of the TORFP scope of work (Section 2) and proposed solution.
- 2) Proposed Solution: A more detailed description of the Offeror’s understanding of the TORFP scope of work, proposed methodology and solution. The proposed solution shall be organized to exactly match the requirements outlined in Section 2.

B) Compliance with Offeror’s Company Minimum Qualifications

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

Reference	Offeror Company Minimum Requirement	Evidence of Compliance
2.9.1.1	The Offeror must be a registered Small Business Reserve (SBR) Vendor in the State of Maryland.	Small Business Reserve number must be provided.

C) Proposed Personnel and TORFP Staffing

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

- 1) Complete and provide for each proposed resource Attachment 5A Minimum Qualifications Summary and Attachment 5B Personnel Resume Form.
- 2) Provide evidence proposed personnel possess the required certifications in accordance with Section 2.9.2 Offeror’s Personnel Minimum Qualifications.
- 3) Provide three (3) references per proposed personnel containing the information listed in Attachment 5B.
- 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.

D) MBE, SBR Participation and VSBE Participation

The Offeror shall be a Small Business Reserve (SBR) certified entity.

E) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide up to three examples of engagements or contracts the Master Contractor has completed that were similar to Section 2 - Scope of Work. Include contact information for each client organization complete with the following:
  - a) Name of organization.
  - b) Point of contact name, title, e-mail 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, e-mail, 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) 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 4, of the General Provisions 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.

### 3.5.2 TO FINANCIAL PROPOSAL

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

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

- D) Prices shall be valid for 120 days.

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## SECTION 4 - TASK ORDER AWARD PROCESS

### 4.1 OVERVIEW

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

### 4.2 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 overall experience, capability and references for the Master Contractor as described in the Master Contractor’s TO Technical Proposal.
- C) The Master Contractor’s overall understanding of the TORFP Scope of Work – Section 2. Level of understanding will be determined by the quality and accuracy of the technical proposal in adherence with Section 3.4.

### 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) The top eight (8) 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) For TO Proposals submitted via e-mail, MSDE will contact Offerors for the password to access TO Financial Proposal data. The TO Procurement Officer will only contact those Offerors with TO Proposals that are reasonably susceptible for award. Offerors that are unable to provide a password that opens the TO Financial Proposal documents will be deemed not susceptible for award. Subsequent submissions of financial content will not be allowed.
- E) Qualified TO Financial Proposal responses will be reviewed and ranked from lowest to highest price proposed.
- F) The most advantageous TO Proposal considering both the technical and financial submissions shall be selected for TO award. In making this selection, technical merit has greater weight.
- G) All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

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

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, a Non-Disclosure Agreement (To Contractor), a Purchase Order, and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed (sample). TO Contractor shall provide a Criminal Background Check Affidavit (Attachment 19) as specified in 2.7.4.

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## LIST OF ATTACHMENTS

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

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

**ATTACHMENT 1 PRICE SHEET**

PRICE SHEET (TIME AND MATERIALS) FOR CATS+ TORFP # R00B5400055

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

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

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

Job Title from TORFP	CATS+ Labor Category <<Proposed by Master Contractor>>	Hourly Labor Rate (A)	Total Class Hours (B)	Total Proposed CATS+ TORFP Price (C)
<b>Year 1</b>				
Subject Matter Expert	Insert CATS+ Labor Category	\$	2080	\$
		<b>Evaluated Price Year 1</b>		\$
<b>Year 2</b>				
Subject Matter Expert	Insert CATS+ Labor Category	\$	2080	\$
		<b>Evaluated Price Year 2</b>		\$
<b>Year 3</b>				
Subject Matter Expert	Insert CATS+ Labor Category	\$	2080	\$
		<b>Evaluated Price Year 3</b>		\$
<b>Year 4 (Option period)</b>				
Subject Matter Expert	Insert CATS+ Labor Category	\$	2080	\$
		<b>Evaluated Price Year 4</b>		\$
<b>Year 5 (Option period)</b>				
Subject Matter Expert	Insert CATS+ Labor Category	\$	2080	\$
		<b>Evaluated Price Year 5</b>		\$
<b>Total Evaluated Price (Years 1 – 5)</b>				\$

\_\_\_\_\_  
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**

The Minority Business Enterprise (MBE) subcontractor participation goal for this solicitation is 0%.

**ATTACHMENT 3 TASK ORDER AGREEMENT**

## CATS+ TORFP# R00B5400055 OF MASTER CONTRACT #060B2490023

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

IN CONSIDERATION of the mutual promises 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 Maryland State Department of Education, as identified in the CATS+ TORFP # R00B5400055.
  - b) “CATS+ TORFP” means the Task Order Request for Proposals # R00B5400055, dated March 23, 2015, including any addenda and amendments.
  - c) “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated April 22, 2013.
  - d) “TO Procurement Officer” means June Dwyer. The Agency may change the TO Procurement Officer at any time by written notice.
  - e) “TO Agreement” means this signed TO Agreement between MSDE and TO Contractor.
  - f) “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_.
  - g) “TO Manager” means Pete Cevenini. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h) “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
  - i) “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
  - j) “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work
  - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
  - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
    - a) The TO Agreement,
    - b) Exhibit A – CATS+ TORFP
    - c) Exhibit B – TO Technical Proposal
    - d) Exhibit C – TO Financial Proposal

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

\_\_\_\_\_  
By: Teresa Dantzer, Chief Administrative Services Branch

\_\_\_\_\_  
Date

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

Approved for form and legal sufficiency this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Assistant Attorney General

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

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

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

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

(Authorized Representative and Affiant)

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

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

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

Every experience listed on the Minimum Qualifications Resume Summary must be explicitly listed with start and stop dates. Where there is a time requirement such as three months' experience, you must provide the dates from and to showing an amount of time that equals or exceeds the mandatory time requirement; in this case, three months. Note: Overlapping time periods shall only count once against a specific

minimum qualification (i.e., a minimum qualification may not be met by listing two examples occurring during the same time period.).

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

**ATTACHMENT 5 5A – MINIMUM QUALIFICATIONS SUMMARY**

CATS+ TORFP # R00B5400055

*All content on this form must also be on the Personnel Resume Form.*

*ONLY include information on this summary that supports meeting a minimum qualification.*

Proposed Individual’s Name and Company/Sub-Contractor:	List how the proposed individual meets each requirement by including a reference to relevant entries in Form 5B									
<b>LABOR CATEGORY TITLE – (Subject Matter Expert)</b>										
Education: Insert the education description from the CATS+ Master Contract RFP from Section 2.10 for the applicable labor category	(Identify school or institution Name; Address; Degree obtained and dates attended.)									
Generalized Experience: Insert the generalized experience description from the CATS+ Master Contract RFP from Section 2.10 for the applicable labor category Provide dates in the format of MM/YY to MM/YY	(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Generalized Experience.) <table border="1" data-bbox="799 751 1469 884"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>Job Title and Company</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td colspan="2">Match to Form 5B:</td> <td>&lt;insert cross-reference(s) to the full description on Form 5B&gt;</td> </tr> </tbody> </table>	FROM	TO	Job Title and Company				Match to Form 5B:		<insert cross-reference(s) to the full description on Form 5B>
FROM	TO	Job Title and Company								
Match to Form 5B:		<insert cross-reference(s) to the full description on Form 5B>								
Specialized Experience: Insert the specialized experience description from the CATS+ Master Contract RFP from Section 2.10 for the applicable labor category Provide dates in the format of MM/YY to MM/YY	(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Specialized Experience.) <table border="1" data-bbox="799 1016 1469 1148"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>Job Title and Company</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td colspan="2">Match to Form 5B:</td> <td>&lt;insert cross-reference to the full description on Form 5B&gt;</td> </tr> </tbody> </table>	FROM	TO	Job Title and Company				Match to Form 5B:		<insert cross-reference to the full description on Form 5B>
FROM	TO	Job Title and Company								
Match to Form 5B:		<insert cross-reference to the full description on Form 5B>								
TORFP Additional Requirements Minimum qualifications and required certifications as defined in Section 2.9 of this TORFP. Provide dates in the format of MM/YY to MM/YY										

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

**Master Contractor Representative:**

\_\_\_\_\_  
Signature Date

**Proposed Individual:**

\_\_\_\_\_  
Signature Date

**ATTACHMENT 5 5B – PERSONNEL RESUME FORM**

CATS+ TORFP # R00B540055

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

Resource Name:	
Master Contractor:	<insert Master Contractor name> Sub-Contractor (if applicable):
Proposed CATS+ Labor Category:	Functional Area 10
Job Title (As listed in TORFP):	Subject Matter Expert

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

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

**Relevant Work Experience\***

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

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

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

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

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

Reference Number:	1
Date From:	<mm/yy>
Date To:	<mm/yy>

Organization Name:	<insert organization name>
Contact Name:	<insert contact>
Contact Phone:	<insert phone>
Contact e-mail:	<insert e-mail>
Details:	<insert details>

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

**Master Contractor Representative:**

\_\_\_\_\_  
Signature Date

**Proposed Individual:**

\_\_\_\_\_  
Signature Date

*Instruction: Sign each form.*

**ATTACHMENT 6 PRE-PROPOSAL CONFERENCE DIRECTIONS**

The Pre-Proposal Conference will be held: **Wednesday, April 1, 2015 at 11:00 AM**

Maryland State Department of Education  
8<sup>th</sup> Floor, CR 8  
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 Royal Farms Arena (Formerly the First Mariners 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 Royal Farms Arena (formerly the First Mariner Arena).

**From Annapolis – Route 50**

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

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

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



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

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ Solicitation Number (TORFP #): R00B540055

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 Maryland State Department of Education (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,

June Dwyer

Task Order Procurement Officer

Enclosures (2)

cc: <<TO Manager Name>>, TO Manager

Procurement Liaison Office, Department of Information Technology

Project Oversight Office, Department of Information Technology

**ATTACHMENT 8 AGENCY RECEIPT OF DELIVERABLE FORM**

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

**ATTACHMENT 9 AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM**

Agency Name: MSDE

Solicitation Title: Subject Matter Expert

TO Manager: Pete Cevenini 410-767-0861

To: TO Contractor Name

The following deliverable, as required by Solicitation Number (TORFP #): R00B5400055 has been received and reviewed in accordance with the TORFP.

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

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

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

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

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

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

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

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

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS+ TORFP # R00B5400055 for Subject Matter Expert. 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 Student and Educational Data, Financial data, State data and other confidential data. 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 June Dwyer, MSDE on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: \_\_\_\_\_ BY: \_\_\_\_\_  
 NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_

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

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the State of Maryland (“the State”), acting by and through its Maryland State Department of Education, (MSDE) (the “Department or Agency”), 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 Subject Matter Expert TORFP No. R00B5400055 dated \_\_\_\_\_, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department or Agency, 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 student and educational data, MSDE financial information and other confidential data as required under this TORFP (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. 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 means (1) any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement and (2) any and all personally identifiable information (PII) (including but not limited to personal information as defined in Md. Ann. Code, State Govt. § 10-1301) and protected health information (PHI) that is provided by a person or entity to the TO Contractor in connection with this TO Agreement. 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 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 or Agency, all Confidential Information in its care, custody, control or possession upon request of the Agency or on termination of the TO Agreement.
7. A breach of this Agreement by the TO Contractor or by the TO Contractor's Personnel shall constitute a breach of the Master Contract Agreement between the TO Contractor and the State.
8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
  - This Agreement shall be governed by the laws of the State of Maryland;
  - The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
  - The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
  - The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
  - Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
  - The Recitals are not merely prefatory but are an integral part hereof.

**TO Contractor/TO Contractor's Personnel:**

**MSDE:**

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

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

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

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

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

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

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

Printed Name and Address  
of Employee or Agent

Signature

Date

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

## ATTACHMENT 12 TO CONTRACTOR SELF-REPORTING CHECKLIST

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

Master Contractor:	
Master Contractor Contact / Phone:	
Procuring State Agency Name:	
TO Title:	Subject Matter Expert
TO Number:	R00B5400055
TO Type (Fixed Price, T&M, or Both):	
Checklist Issue Date:	
Checklist Due Date:	
<b>Section 1 – Task Orders with Invoices Linked to Deliverables</b>	
A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 2.)	
B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
C) Is the deliverable acceptance process being adhered to as defined in the TORFP? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
<b>Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials</b>	
A) If the TO involves material costs, are material costs passed to the agency without markup by the Master Contractor? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
<b>Section 3 – Substitution of Personnel</b>	
A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 4.)	
B) Did the Master Contractor request each personnel substitution in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	



<p>C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel?  Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>Was the substitute approved by the agency in writing?  Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p><b>Section 4 – MBE Participation</b></p>
<p>A) What is the MBE goal as a percentage of the TO value?                    % (If there is no MBE goal, skip to Section 5)</p>
<p>B) Are MBE reports 2-4A, 2-4B, and 2-5 submitted monthly?  Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO)                    %  (Example - \$3,000 was paid to date to the MBE subcontractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% (<math>3,000 \div 10,000 = 0.30</math>))</p>
<p>Is this consistent with the planned MBE percentage at this stage of the project?  Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>Has the Master Contractor expressed difficulty with meeting the MBE goal?  Yes <input type="checkbox"/> No <input type="checkbox"/>  (If yes, explain the circumstances and any planned corrective actions)</p>
<p><b>Section 5 – TO Change Management</b></p>
<p>A) Is there a written change management procedure applicable to this TO?  Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>B) Does the change management procedure include the following?    Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for change description, justification, and sign-off  Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements)  Yes <input type="checkbox"/> No <input type="checkbox"/> A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)</p>
<p>C) Have any change orders been executed?  Yes <input type="checkbox"/> No <input type="checkbox"/>  (If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)</p>
<p>D) Is the change management procedure being followed?  Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>

SUBMIT AS INSTRUCTED IN TORFP.

## ATTACHMENT 13 LIVING WAGE AFFIDAVIT OF AGREEMENT

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

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

Address \_\_\_\_\_

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

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

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

Bidder/Offeror is a nonprofit organization

Bidder/Offeror is a public service company

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ATTACHMENT 14 MERCURY AFFIDAVIT**

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

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

The VSBE subcontractor participation goal for this solicitation is 0%.

**ATTACHMENT 16 CERTIFICATION REGARDING INVESTMENTS IN IRAN**

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

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

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

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

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

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

**CERTIFICATION REGARDING INVESTMENTS IN IRAN**

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

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

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

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

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

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

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

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

**ATTACHMENT 17 SAMPLE WORK ORDER**

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

**ATTACHMENT 18 PERFORMANCE EVALUATION FORM**

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

**ATTACHMENT 19 CRIMINAL BACKGROUND CHECK AFFIDAVIT**

**AUTHORIZED REPRESENTATIVE**

**I HEREBY AFFIRM THAT:**

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

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

I hereby affirm that the \_\_\_\_\_ (Master Contractor)\_\_\_\_\_ has provided Maryland State Department of Education with a summary of the security clearance results for all of the candidates that will be working on Task Order Subject Matter Expert R00B5400055 and all of these candidates have successfully passed all of the background checks required under Section 2.4.3.2 of the CATS + Master Contract. Master Contractors hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this Task Order.

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Submit upon notification of apparent award.**