

**CONSULTING AND TECHNICAL SERVICES+ (CATS+)
TASK ORDER REQUEST FOR PROPOSALS (TORFP)**



MARYLAND STATE DEPARTMENT OF EDUCATION (MSDE)

SOLICITATION NUMBER R00R0600952

**EDUCATION INFORMATION SYSTEM (EIS) TECHNICAL
PROJECT MANAGER (TPM)**

ISSUANCE DATE: 2/11/20

SMALL BUSINESS RESERVE PROCUREMENT

This is a Small Business Reserve Procurement 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 Governor's Office of Small, Minority & Women Business Affairs (GOSBA) Small Business Reserve Program are eligible for award of a contract.

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MARYLAND STATE DEPARTMENT OF EDUCATION (MSDE) KEY INFORMATION SUMMARY SHEET

| | |
|--|---|
| Solicitation Title: | IT Services - Maryland Educator Information System (EIS) Technical Project Manager (TPM) |
| Solicitation Number (TORFP#): | R00R0600952 |
| Functional Area: | Functional Area 10 – IT Management Consulting Services |
| TORFP Issuing Date: | 2/11/2020 |
| TORFP Issuing Office: | Maryland State Department of Education (MSDE or the "Department") |
| Department Location: | Nancy S. Grasmick State Education Building 200 West Baltimore Street Baltimore, MD 21201 |
| TO Procurement Officer: e-mail: Office Phone: | Kenyatta.Decosta Kenyatta.Decosta 200 West Baltimore Street, Baltimore MD 21201 Kenyatta.decosta@maryland.gov -kenyatta.decosta@maryland.gov (410)767-0628 |
| TO Manager: e-mail: Office Phone: | Sarah Spross 200 West Baltimore Street, Baltimore MD 21201 Sarah.Spross@Maryland.Gov (410)767-0386 |
| TO Proposals are to be sent to: | Kenyatta.decosta@maryland.gov |
| TO Questions to be sent: | Questions to be submitted no later than 2/27/2020 prior to 4:00PM to Kenyatta.decosta@maryland.gov . |
| Pre-Proposal Conference Date: | 3/3/2020 10:00AM Local Time |
| TO Proposals Due (Closing) Date and Time: | 3/27/2020 3:00PM Local Time 4/6/2020 5:00 PM local Time Offerors are reminded that a completed Feedback Form is requested if a no-bid decision is made (see Section 5). |
| MBE Subcontracting Goal: | 0% |
| VSBE Subcontracting Goal: | 0% |
| Task Order Type: | Fixed price |
| Task Order Duration: | Three (3) year base period with two (2), one year option periods |

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|--------------------------------------|---|
| Primary Place of Performance: | Maryland Educator Information System (EIS) System Management Department, 8 th Floor Nancy S. Grasmick State Education Building 200 West Baltimore Street Baltimore, MD 21201 |
| SBR Designation: | Yes |
| Federal Funding: | Yes |
| Questions Due Date and Time | 2/27/2020, 4:00 PM Local Time |

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1 Minimum Qualifications

1.1 Offeror Personnel Minimum Qualifications

The personnel proposed under this TORFP must meet all minimum qualifications for the labor category proposed, as identified in the CATS+ RFP, Section 2.10.96 for Project Manager.

<http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016CATSPPlus2016RFP.pdf>. And subsequent Amendment #4 & Amendment – Section 2.10 update-see: http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016_Section2.10_Amendment.pdf

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2 TO Contractor Requirements: Scope of Work

2.1 Summary Statement

- 2.1.1 The Maryland State Department of Education (MSDE or the "Department") is issuing this CATS+ TORFP in order to obtain a Technical Project Manager (TPM) to meet the project requirements, deliverables, and outcomes specified for the Maryland Educator Information System (EIS), a separate contract. This system must interface with several organizations, i.e. National Association of State Directors of Teacher Education and Certification (NASDTEC), Department of Public Safety and Correctional Services /Criminal Justice Information Services (CJIS), Department of Human Services (DHS), PayPal, the current contracted resource, and other contractors, as well as, include an educator portal and public search functions.
- 2.1.2 This TORFP is intended to obtain a TPM who will be responsible for the oversight of the management, design, development, and implementation of the Educator Information System (EIS) for teacher certification in the State of Maryland.
- 2.1.3 The Master Contractor shall propose one (1) (CATS + Project Manager) who will be available as of the Notice to Proceed (NTP) Date.

2.2 Background and Purpose

In Maryland, educators working with students in publicly funded institutions are required to meet the criteria for certification outlined in Code of Maryland Regulations. The EIS is a database and document warehouse for all current and past educators in Maryland. This database is the mechanism for the Department to issue certificates for Maryland educators.

Educator certification data is important for research and analytics that can be utilized by all branches of government to access statistical data that will support initiatives and policies to:

- A. Implement an electronic means to collect State and legislatively mandated data (i.e., staffing data, certification data, educator preparation program data); and
- B. Improve educator effectiveness, as well as encourage family engagement, that will promote the supply of high-quality educators. The Department and Local Education Agencies (LEAs) along with policymakers will benefit from the availability of accurate, timely, and reliable statistical data.

There are currently an approximate 300,000 educator records in the MSDE certification database. The MSDE's Certification Branch located within the Division of Educator Certification and Program Approval (DEPCA) bears responsibility for the issuance, renewal, reinstatement, endorsement, suspension and revocation, and maintenance of these certificates. There are approximately 125 licensed users with direct access from either inside the MSDE or from the twenty-four (24) LEAs. Users, under varied permission levels, access certification data, upload materials, check certification statuses, run canned reports, and process educator certificates.

In addition to maintaining licensure data and qualification/eligibility results, MSDE's ability to implement a system that can track the data for overall effectiveness of its licensed educators, especially when correlated to the successful achievement of students, will ultimately help guide policymakers and stakeholders on where to invest time and energy to most effectively improve professional development in the State.

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Additionally, the Department uses this system to generate reports as needed for a variety of different end users, including offices within the department, Maryland school districts, federal agencies, and other governmental and non-governmental entities.

2.2.1 EIS Project Goals

The MSDE requires an updated EIS to house Maryland educators' records, issue licenses, and track various data. To increase the efficiency of data reporting and collection, an electronic certification system is necessary to not only link educator licensing and qualification data, including test results, but also to increase the State's ability to identify those individuals that have had disciplinary action taken on their certificate in another state through the National State Directors of Teacher Education and Certification clearinghouse website and interface with the Maryland Department of Public Safety and Correctional Services to obtain criminal history background check information through CJIS for current and prospective educators in Maryland.

- A. The EIS external web portal is accessible to Maryland educators who have established an account online for fee payment, status checks, and downloading their educator certificates. Since the launch of the EIS portal, educators have the ability to check certification status, update information, pay fees online, and download their respective certificates.
- B. Using this current system, the Department issues up to seven different types of educator certificates with up to 471 available areas of endorsement between these different license types.

2.2.2 State Responsibilities

- A. **State Project Staff:** The State Project Staff consists of specific MSDE project personnel and other permanently or temporarily assigned State and TO Contractor resources. These project team members provide core business and technical information and skills required for the project. Additionally, the State Project Staff provides knowledge, input and review for project deliverables and work products.
 - 1) The successful TO Contractor will be expected to work closely with the State Project Staff assigned to the project. State Project Staff will be available to attend meetings and interviews and assist in reviewing requirements, and test criteria. State Project Staff will be assigned to the project on an as-needed basis, as determined by project and technical management to represent the various functional and technical areas. State Project Staff will report to the State project manager who will coordinate project activities with the successful TO Contractor.
 - 2) The successful TO Contractor will need to consider the peak load time and decreased availability (June – August) frame for State Project Staff when planning project tasks.
 - 3) State Project Staff members include:
 - a) Subject Matter Experts: These individuals ensure that the project meets the program and business processing needs of the MSDE. Subject Matter Experts provide input and resources to help define the requirement and test the functionality, user-interface, reports and functional training and documentation when necessary.
 - b) Technical Leads and Team Members: These individuals will be part of the team for specific disciplines including database management, programming,

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interfacing, experience with current licensure system, and business rule knowledge, these individuals will participate on the project to help set forth technical system requirements.

- c) Other State Resources: Other State agency personnel will be involved with the project to leverage their capability and expertise through consultation or partnership. These include, but are not limited to: technical resources from DoIT to ensure compliance with State security requirements.
- C. The State will provide normal office working facilities and equipment reasonably necessary for TO Contractor performance under this Task Order. Any special requirements (e.g., reprographic services, computer time, and key data entry) shall be identified.
- D. The State is responsible for providing required information, data, documentation, and test data to facilitate the TO Contractor's performance of the work, and will provide such additional assistance and services as is specifically set forth.

2.3 Responsibilities and Tasks

2.3.1 Functional

At a minimum, the TO Contractor TPM under this TORFP shall:

- A. Work closely with the State Project Staff and EIS Contractor staff assigned to this project;
- B. Attend meetings, interviews and assist assigned staff in reviewing functions with the Contractor;
- C. Assign project staff on an as-needed basis, as determined by project and technical management to represent the various functional and technical areas;
- D. Resolve project problems and conflicts and escalate issues as needed;
- E. Serve as the primary contact with the successful implementation contractor's project management team;
- F. Serve as the primary contact for other State resources involved with the project;
- G. Receive, review, approve and document project status information from other project participants;
- H. Coordinate project deliverable and work product review and approval and set priorities when choices of alternatives are required; and
- I. Reports project status information to Project Executive Sponsor, Project Committees, and other stakeholders.

Completion of project documentation activities by TO Contractor TPM, including:

1. Update, manage Project Management Plan, including project schedule and work breakdown structure (WBS)
2. Update, maintain a Business Requirements Document (BRD), a Functional Requirements Document (FRD), and Requirements Traceability Matrix (RTM) as part of the FRD with new or modified requirements
3. Update, and manage System Test Plans, including test scripts for internal Quality Assurance (QA) testing and stakeholder User-Acceptance Testing (UAT)

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4. Update, and manage an Operations and Maintenance Plan for the EIS.
5. Create, update, and manage Lessons Learned Documentation for post-project reference

2.3.2 Recurring Activities

A. Daily TO Contractor TPM requirements:

1. Collaborate with the MSDE Certification staff.
2. Gather and document requirements for reports and perform source data analysis for data extract.
3. Maintain data security and privacy for the EIS system.
4. Update the project plan with revisions or modifications to project scope, tasks, dates, estimated and actual dates, estimated and actual task duration, assigned resources, risk log, and issue log.
5. Update status report documentation with the completion of all tasks and milestones related to the successful, on time, under budget delivery of the EIS.
6. Update MSDE contractor work log with daily activities and tasks completed.
7. Obtain sign-off from TO Manager, team on all project documentation, including the Project Management Plan, Business Requirements Document, Functional Requirements Document, Source to Target Mappings, Data Dictionary, System Test Plan, User Acceptance Testing, and Operations and Maintenance Plan.

B. Weekly TO Contractor TPM requirements:

1. Hold meetings as needed with MSDE Certification staff to review project status and identified risks or issues that may impact scope, schedule, or budget.
2. Provide weekly status report to MSDE stakeholders.
3. Send emails to stakeholders providing status of scheduled and reported issues.
4. Prepare required documentation, including business requirements, functional requirements, testing plans/scenarios/scripts, and acceptance delivery documentation to ensure that deliverables meet State and Federal requirements.

C. Bi-Monthly TO Contractor TPM requirements:

1. Attend bi-monthly Team meeting as scheduled and provide written & verbal project status updates.
2. Obtain sign-off on MSDE contractor work log from TO Manager and project executive sponsor showing the efforts and time spent on project tasks during the previous 15 days.

D. Monthly TO Contractor TPM requirements:

1. Maintain documents in accordance to EIS standards.

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2. Maintain development, QA/test, UAT, and production environment issue logs.
 3. Create and update system Operations and Maintenance plan.
 4. Obtain sign-off as needed on project management plan, requirements documentation, and test plans.
- E. TO Contractor TPM may suggest additional requirements to assist in the successful deployment of the EIS system. MSDE shall approve all suggestions.

2.3.3 Required Project Policies, Guidelines, and Methodologies

The TO Contractor TPM shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting Information Technology projects, which may be created or changed periodically. Offeror is required to review all applicable links provided below and state compliance in its response.

It is the responsibility of the TO Contractor TPM to ensure adherence and to remain abreast of new or revised laws, regulations, policies, standards and guidelines affecting project execution. These include, but are not limited to:

- A. The State of Maryland System Development Life Cycle (SDLC) methodology at: www.DoIT.maryland.gov - keyword: SDLC;
- B. The State of Maryland Information Technology Security Policy and Standards at: www.DoIT.maryland.gov - keyword: Security Policy;
- C. The State of Maryland Information Technology Non-Visual Standards at: <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>;
- D. The TO Contractor shall follow project management methodologies consistent with the most recent edition of the Project Management Institute's Project Management Body of Knowledge Guide; and
- E. TO Contractor Personnel shall follow a consistent methodology for all Task Order activities.

2.3.4 Deliverable Submission

- A. For every deliverable, the TO Contractor shall request the TO Manager confirm receipt of that deliverable by sending an e-mail identifying the deliverable name and date of receipt.
- B. Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project and/or Microsoft Visio within two (2) versions of the current version. At the TO Manager's discretion, the TO Manager may request one hard copy of a written deliverable.
- C. 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.
- D. 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 2.3.6 Minimum Deliverable Quality**. 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 2.3.6 Minimum Deliverable Quality**.

2.3.5 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 2.3.7 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 TPM is responsible for coordinating comments and input from various MSDE team members and stakeholders. The TO Manager is responsible for providing clear guidance and direction to the TO Contractor in the event of divergent feedback from various team members.

The TO Manager will 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 period for correction.

For all deliverables that meet the TO Manager's acceptance criteria, the TO Manager will provide written acceptance and sign-off. A copy of the signed deliverable will be made available to the TO Contractor for record-keeping purposes.

2.3.6 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 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.
- H. Must contain the date, author, and page numbers. When applicable for a deliverable, a revision table must be included.
- I. 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.

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2.3.7 Deliverable Descriptions/Acceptance Criteria

In addition to the items identified in the table below, the TO Contractor may suggest other subtasks, artifacts, or deliverables to improve the quality and success of the assigned tasks.

| ID # | Deliverable Description | Acceptance Criteria | Due Date / Frequency |
|------|-------------------------------------|---|--|
| 01 | Project Management Plan | Clearly identifies the project scope, stakeholders, deliverables, milestones, high-level requirements, risks, and integrated project schedule. The schedule should demonstrate tasks, task estimates, resource assignments, and dependencies for both Department and TO Contractor personnel, with tasks no less than 8 hours and no greater than 80 hours. | Initial Delivery: NTP+ 14 Business Days Updates: Weekly |
| 03 | Status Reports | Status report should highlight key accomplishments, action items, milestones, risks with severity ranking, and issues with mitigation strategies | Initial Delivery: NTP+ 10 Business Days Updates: Weekly |
| 04 | Business Requirements Document(s) | The BRD(s) should document the business requirements obtained from the EIS team and MSDE stakeholders. | Initial Delivery: NTP+ 25 Business Days Updates: Weekly |
| 05 | Functional Requirements Document(s) | Formal statement of a system's functional requirements, including, but not limited to: functional process requirements, data requirements, system interface requirements, and non-functional or operational requirements. | Initial Delivery: NTP+ 45 Business Days Updates: Weekly |
| 06 | Lessons Learned Documentation | Document defining the lessons learned from the | Upon successful deployment of EIS and |

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| ID # | Deliverable Description | Acceptance Criteria | Due Date / Frequency |
|-------------|--------------------------------|--|--|
| | | system implementation for future reference | acceptance of the EIS by the TO Manager. |

3 TO Contractor Requirements: General

3.1 Task Order Initiation Requirements

- A. TO Contractor shall schedule and hold a kickoff meeting within 10 Business Days of NTP Date. At the kickoff, the TO Contractor shall furnish an updated Project Schedule describing the activities for the TO Contractor and the State.
- B. TO Contractor shall review all previous work completed by MSDE staff within 15 Business Days of NTP Date.
- C. TO Contractor shall provide a memorandum to MSDE Executive Director and TO Manager outlining all recommendations, clarifications, risks, and issues regarding the successful delivery of the EIS project key values and outcomes on the 15th Business Day following the NTP date.

3.2 End of Task Order Transition

The TO Contractor shall provide transition assistance as requested by the State to facilitate the orderly transfer of services to the MSDE or a follow-on contractor, for a period up to 60 days prior to Task Order end date, or the termination thereof. Such transition efforts shall consist, not by way of limitation, of:

- A. Provide additional services and/or support as requested to successfully complete the transition;
 - B. Maintain the services called for by the Task Order at the required level of proficiency;
 - C. Provide current operating procedures (as appropriate).
- 3.2.1 The TO Contractor shall work toward a prompt and timely transition, proceeding in accordance with the directions of the TO Manager. The TO Manager may provide the TO Contractor with additional instructions to meet specific transition requirements prior to the end of Task Order.
- 3.2.2 The TO Contractor shall ensure that all necessary knowledge and materials for the tasks completed are transferred to the custody of State personnel or a third party, as directed by the TO Manager.
- 3.2.3 The TO Contractor shall support end-of-Task Order transition efforts with technical and project support to include but not be limited to:
- A. The TO Contractor shall provide a draft Transition-Out Plan 120 business days in advance of Task Order end date.

The Transition-Out Plan shall address at a minimum the following areas:

- 1) Procedures or documentation outlined in the Operations and Maintenance Plan that must be immediately implemented upon the TO Contractor's departure;
- 2) Any staffing concerns/issues related to the closeout of the Task Order;
- 3) Communications and reporting process between the TO Contractor, the Department and the TO Manager;
- 4) Any final training/orientation of Department staff;
- 5) Plans to complete tasks and any unfinished work items (including open change requests, and known bug/issues); and

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- 6) Any risk factors with the timing and the Transition-Out schedule and transition process. The TO Contractor shall document any risk factors and suggested solutions.

3.2.4 Return and Maintenance of State Data

- A. Upon termination or the expiration of the TO Agreement term, the TO Contractor shall: (a) return to the State all State data in either the form it was provided to the TO Contractor or in a mutually agreed format along with the schema necessary to read such data; (b) preserve, maintain, and protect all State data until the earlier of a direction by the State to delete such data or the expiration of 90 days (“the retention period”) from the date of termination or expiration of the TO Agreement term; (c) after the retention period, the TO Contractor shall securely dispose of and permanently delete all State data in all of its forms, such as disk, CD/DVD, backup tape and paper such that it is not recoverable, according to National Institute of Standards and Technology (NIST) approved methods with certificates of destruction to be provided to the State; and (d) prepare an accurate accounting from which the State may reconcile all outstanding accounts. The final monthly invoice for the services provided hereunder shall include all charges for the 90-day data retention period.
- B. During any period of service suspension, the TO Contractor shall maintain all State data in its then existing form, unless otherwise directed in writing by the TO Manager.
- C. In addition to the foregoing, the State shall be entitled to any post-termination/expiration assistance generally made available by TO Contractor with respect to the services.

3.3 Invoicing

3.3.1 Definitions

- A. “Proper Invoice” means a bill, written document, or electronic transmission, readable by the MSDE, provided by a vendor requesting an amount that is due and payable by law under a written procurement contract for property received or services rendered that meets the requirements of COMAR 21.06.09.02.
- B. “Late Payment” means any amount that is due and payable by law under a written procurement contract, without deferral, delay, or set-off under COMAR 21.02.07.03, and remains unpaid more than 45 days after a Department receives a Proper Invoice.
- C. “Payment” includes all required processing and authorization by the Comptroller of the Treasury, as provided under COMAR 21.02.07, and may be deferred, delayed, or set-off as applicable under COMAR 21.02.07.03.

3.3.2 General

- A. Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract.
- B. The TO Contractor shall e-mail the original of each invoice and signed authorization to the TO Manager at e-mail address: Kelly.meadows@maryland.gov. .

All invoices for services shall be verified by the TO Contractor as accurate at the time of submission. Invoices submitted without the required information cannot be processed for payment. A Proper Invoice, required as Payment documentation, must include the following information, without error:

- 1) TO Contractor name and address;
- 2) Remittance address;

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- 3) Federal taxpayer identification (FEIN) number, social security number, as appropriate;
- 4) Invoice period (i.e. time period during which services covered by invoice were performed);
- 5) Invoice date;
- 6) Invoice number;
- 7) State assigned TO Agreement number;
- 8) State assigned (Blanket) Purchase Order number(s);
- 9) Goods or services provided;
- 10) Amount due; and
- 11) Any additional documentation required by regulation or the Task Order.

Invoices that contain both fixed price and time and material items shall clearly identify the items as either fixed price or time and material billing.

The Department reserves the right to reduce or withhold Task Order payment in the event the TO Contractor does not provide the Department with all required deliverables within the time frame specified in the Task Order or otherwise breaches the terms and conditions of the Task Order until such time as the TO Contractor brings itself into full compliance with the Task Order.

Any action on the part of the Department, or dispute of action by the TO Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.

The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The TO Contractor; however, is not exempt from such sales and use taxes and may be liable for the same.

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.

3.3.3 Invoice Submission Schedule

The TO Contractor shall submit invoices in accordance with the following schedule:

Invoices are due by the 15th of the month following the month in which services were performed. Invoices shall include the TO Contractor’s work log with a daily description of activities and tasks performed.

- A. For items of work for which there is one-time pricing (see **Attachment B** – TO Financial Proposal Form) those items shall be billed in the month following the acceptance of the work by the Department.
- B. For items of work for which there is annual pricing, see **Attachment B**– TO Financial Proposal Form, those items shall be billed in equal monthly installments for the applicable Task Order year in the month following the performance of the services.
- C. Invoices shall be submitted monthly and within 30 days of delivery of goods and services unless otherwise accepted in the TO Proposal or Work Order response.

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3.3.4 Time Sheet Reporting

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 Task Order.

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

- 1) Title: "Maryland State Department of Education Contractor Work Log"
- 2) Division, Office, or Agency: "MSDE"
- 3) Issuing vendor name
- 4) Contractor name
- 5) TO Manager Name
- 6) Contract Number
- 7) From (Begin Date) and To (End Date) of the timesheet
- 8) For each calendar day:
 - a) Date
 - b) Begin Time
 - c) Lunch
 - d) End Time
 - e) Total Hours Worked for that Day
 - f) Location of Work
 - g) Activities performed
 - h) Project Name: Educator Information System
- 9) Signature and date lines for the TO Manager
- 10) Time sheets shall be submitted to the TO Manager prior to invoicing. The TO Manager shall sign the timesheet to indicate authorization to invoice.

3.3.5 For the purposes of this Task Order an amount will not be deemed due and payable if:

1. The amount invoiced is inconsistent with the Task Order.
2. The proper invoice has not been received by the party or office specified in the Task Order.
3. The invoice or performance is in dispute or the TO Contractor has failed to otherwise comply with the provisions of the Task Order.
4. The item or services have not been accepted.
5. The quantity of items delivered is less than the quantity ordered.
6. The items or services do not meet the quality requirements of the Task Order

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7. If the Task Order provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule.
8. If the Task Order provides for withholding a retainage and the invoice is for the retainage, not all stipulated conditions for release of the retainage have been met.
9. The TO Contractor has not submitted satisfactory documentation or other evidence reasonably required by the TO Procurement Officer or by the contract concerning performance under the contract and compliance with its provisions.

3.3.6 Travel Reimbursement

Travel will not be reimbursed under this TORFP.

3.3.7 Retainage

This solicitation does not require retainage.

3.4 Liquidated Damages

This solicitation does not require additional liquidated damages.

3.5 Insurance Requirements

Offeror shall confirm that, as of the date of its proposal, the insurance policies incorporated into its Master Contract are still current and effective at the required levels (See Master Contract Section 2.7).

The Offeror shall also confirm that any insurance policies intended to satisfy the requirements of this TORFP are issued by a company that is licensed to do business in the State of Maryland.

The recommended awardee must provide a certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this Section 3.5 “Insurance Requirements” within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts the TO Contractor shall update certificates of insurance annually, or as otherwise directed by the TO Manager.

3.5.1 Cyber Security/Data Breach Insurance

The Contractor shall maintain Cyber Security / Data Breach Insurance in the amount of five million dollars (\$5,000,000) per occurrence covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, and network security and insuring against liability to cover expenses arising from or related to the foregoing, including: notification costs, credit monitoring, recovery and remediation, restoration of personal identities, costs incurred in the defense of claims, and fines and penalties and loss resulting from identity theft. The coverage must be valid for ~~in at~~ all locations where work is performed or data or other information concerning the State’s claimants and/or employers is processed or stored..

3.6 Security Requirements

3.6.1 Employee Identification

- A. TO Contractor Personnel shall display his or her company ID badge in a visible location at all times while on State premises. Upon request of authorized State personnel, each such TO Contractor Personnel shall provide additional photo identification.

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- B. TO Contractor Personnel shall cooperate with State site requirements, including but not limited to, being prepared to be escorted at all times, and providing information for State badge issuance.
- C. TO Contractor shall remove any TO Contractor Personnel from working on the Task Order where the State determines, in its sole discretion, that said TO Contractor Personnel has not adhered to the Security requirements specified herein.
- D. The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the Task Order.
- E. Unless otherwise specified, the cost of complying with all security requirements specified herein are the sole responsibility and obligation 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.

3.6.2 Criminal Background Checks

- 3.6.3 The TO Contractor shall obtain from all Contractor Personnel assigned to work on the Task Order a signed statement permitting a criminal background check. Prior to commencement of work, the TO Contractor shall secure at its own expense a national criminal history record check and provide the TO Contract Manager with completed checks on such Contractor Personnel prior to assignment. This check may be performed by a public or private entity.
- 3.6.4 At a minimum, these background checks must include all convictions and probation before judgment (PBJ) dispositions. The TO Contractor may not assign an individual whose background check reflects any criminal activity to work under this Task Order unless prior written approval is obtained from the TO Contract Manager.
- 3.6.5 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.
- 3.6.6 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.

3.6.7 Information Technology

The TO Contractor shall:

- A. Implement Administrative, physical, and technical safeguards to protect State data that are no less rigorous than accepted industry best practices for information security such as those listed below (see **Section 3.6.8**);
- B. Ensure that all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws as well as the terms and conditions of the TO Agreement; and
- C. The TO Contractor, and TO Contractor Personnel, shall (i) abide by all applicable federal, State and local laws, rules and regulations concerning security of Information Systems and Information Technology and (ii) comply with and adhere to the State IT Security Policy and Standards as each may be amended or revised from time to time. Updated and revised versions of the State IT Policy and Standards are available online at: www.doit.maryland.gov – keyword: Security Policy.

3.6.8 Data Protection and Controls

Data Protection and Controls shall be managed by the issuing Department while the TO Contractor completes work at a State location using State equipment. While working on the SDP project with State data, the TO Contractor shall ensure the following:

- A. A secure environment for all State data and any hardware and software (including but not limited to servers, network and data components) is used in connection with the performance of the TO Agreement and shall apply or cause application of appropriate controls so as to maintain such a secure environment (“Security Best Practices”). Such Security Best Practices shall comply with an accepted industry standard, such as the NIST cybersecurity framework.
- B. Appropriate data protection safeguards and controls are in place and followed by the TO Contractor at all times throughout the term of the TO Agreement (the TO Contractor may augment this list with additional controls):
 - 1) Separate production, test, and training environments are established for systems supporting the services provided under this TO Agreement and production data is not replicated in test and/or training environment(s) unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements. The TO Contractor shall ensure the appropriate separation of production and non-production environments by applying the data protection and control requirements listed in **Section 3.6.8**.
 - 2) State data is not comingled with non-State data through the proper application of compartmentalization security measures.
 - 3) Data encryption is used to protect Sensitive Data at all times, including in transit, at rest, and when archived for backup purposes. Unless otherwise directed, the TO Contractor is responsible for the encryption of all Sensitive Data.
 - 4) For all State data the TO Contractor manages or controls, data encryption shall be applied to such data in transit over untrusted networks. Encryption algorithms which are utilized for encrypting data shall comply with current Federal Information Processing Standards (FIPS), “Security Requirements for Cryptographic Modules”, FIPS PUB 140-2:
<http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf>
<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>
 - 5) Appropriate logging parameters are enabled to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers and information security standards, including Maryland Department of Information Technology’s Information Security Policy.
 - 6) Aforementioned logs are maintained and reviewed by MSDE EIS staff and the TO Contractor to identify suspicious or questionable activity for investigation and documentation as to their cause and remediation, if required.
 - 7) Enforce strong user authentication and password control measures to minimize the opportunity for unauthorized access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current Maryland Department of Information Technology’s Information Security Policy

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(<http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>), including specific requirements for password length, complexity, history, and account lockout.

- 8) Ensure State Data is not processed, transferred, or stored outside of the United States (“U.S.”). The TO Contractor shall provide its services to the State and the State’s end users solely from data centers in the U.S. Unless granted an exception in writing by the State, the TO Contractor shall not allow TO Contractor Personnel to store State data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The TO Contractor shall permit the TO Contractor Personnel to access State data remotely only as required to provide technical support.
- 9) All work detailed under this TO shall be performed on location at the Department’s secure location. No data shall reside on the TO Contractor’s personal computer or company system/devices.
- 10) Ensure TO Contractor’s Personnel shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State, which may be revoked at any time for any reason. The TO Contractor/subcontractor shall complete any necessary paperwork as directed and coordinated with the TO Agreement Monitor to obtain approval by the State to connect TO Contractor/subcontractor-owned equipment to a State LAN/WAN.

3.6.9 Security Incident Response

- A. The TO Contractor shall notify the Department in accordance with **Section 3.6.9A-D** when any TO Contractor system that may access, process, or store State data or State systems experiences a Security Incident or a Data Breach as follows:
 - 1) notify the Department within twenty-four (24) hours of the discovery of a Security Incident by providing notice via written or electronic correspondence to the TO Manager, Department chief information officer and Department chief information security officer;
 - 2) notify the Department within two (2) hours if there is a threat to TO Contractor’s Solution as it pertains to the use, disclosure, and security of State data; and
 - 3) provide written notice to the Department within one (1) Business Day after TO Contractor’s discovery of unauthorized use or disclosure of State data and thereafter all information the State (or Department) requests concerning such unauthorized use or disclosure.
- B. TO Contractor’s notice shall identify:
 - 1) the nature of the unauthorized use or disclosure;
 - 2) the State data used or disclosed,
 - 3) who made the unauthorized use or received the unauthorized disclosure;
 - 4) what the TO Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
 - 5) what corrective action the TO Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.

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- 6) The TO Contractor shall provide such other information, including a written report, as reasonably requested by the State.
- C. The TO Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the TO Agreement. Discussing Security Incidents with the State should be handled on an urgent as-needed basis, as part of TO Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the TO Agreement.
- D. The Contractor shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of State data or other event requiring notification, and, where notification is required, assume responsibility for informing all such individuals in accordance with applicable law and to indemnify and hold harmless the State (or Department) and its officials and employees from and against any claims, damages, and actions related to the event requiring notification.

3.6.10 Data Breach Responsibilities

- A. If the TO Contractor reasonably believes or has actual knowledge of a Data Breach, the TO Contractor shall, unless otherwise directed:
 - 1) Notify the appropriate State-identified contact within 24 hours by telephone in accordance with the agreed upon security plan or security procedures unless a shorter time is required by applicable law;
 - 2) Cooperate with the State to investigate and resolve the data breach;
 - 3) Promptly implement commercially reasonable remedial measures to remedy the Data Breach; and
 - 4) Document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services.

3.6.11 If a Data Breach is a direct result of the TO Contractor's breach of its TO Agreement obligation to encrypt State data or otherwise prevent its release, the TO Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by State law; (3) a credit monitoring service required by State or federal law; (4) a website or a toll-free number and call center for affected individuals required by State law; and (5) complete all corrective actions as reasonably determined by TO Contractor based on root cause; all [(1) through (5)] subject to the TO Agreement's limitation of liability.

3.6.12 The State shall, at its discretion, have the right to review and assess the Contractor's compliance to the security requirements and standards defined in the TO Agreement.

3.6.13 Provisions in **Sections 3.6.1 – 3.6.12** shall survive expiration or termination of the TO Agreement. Additionally, the TO Contractor shall flow down the provisions of **Sections 3.6.7 – 3.6.12** (or the substance thereof) in all subcontracts.

3.7 Performance and Personnel

3.7.1 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the Task Order:

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- 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, and for 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 TO Contractor is the CATS+ Master Contractor awarded this Task Order. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- D. **TO Contractor Manager** – The 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 resolution of 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.
- E. **TO Contractor Personnel** – Any official, employee, agent, Subcontractor, or Subcontractor agents of the TO Contractor who is involved with the Task Order over the course of the Task Order period of performance.

3.7.2 TO Contractor Personnel Preferred Experience

The following preferred experience is expected and will be evaluated as part of the TO Technical Proposal (see the capability of proposed resources evaluation factor from **Section 6.2**). An Offeror may be evaluated higher if proposed personnel meet or exceed the preferred experience and qualifications listed below:

- 3.7.2.1 At least five (5) years of the required ten (10) years of experience in Information Technology must be in the direct supervision and management of projects requiring the integration, implementation, and transition of complex system and subsystem architectures.
- 3.7.2.2 Must have played a project management leadership role in at least three (3) major database and/or data warehouse migrations or implementations successfully delivered on time and under budget.
- 3.7.2.3 At least two (2) years of experience designing, coding, and implementing custom extract/transform/load (ETL) and source to target mappings between system source files and a data warehouse.
- 3.7.2.4 Must possess excellent communication skills to work with stakeholders and mentor technical team members, as demonstrated during oral presentations with MSDE.

3.7.3 Substitution of Education for Experience

A Bachelor's Degree or higher may be substituted for the general and specialized experience for those labor categories requiring a High School Diploma. A Master's Degree may be substituted for two years of

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the general and specialized experience for those labor categories requiring a Bachelor's Degree. Substitution shall be reviewed and approved by the State at its discretion.

3.7.4 Substitution of Experience for Education

- A. Substitution of experience for education may be permitted at the discretion of the State.
- B. Substitution of Professional Certificates for Experience:
Professional certification (e.g., Microsoft Certified Solutions Expert, SQL Certified Database Administrator) may be substituted for up to two (2) years for general and specialized experience at the discretion of the State.

3.7.5 TO Contractor Personnel Maintain Certifications

Any TO Contractor Personnel provided under this TORFP shall maintain in good standing their Project Management Professional (PMP) certification from the Project Management Institute (PMI) for the duration of the TO Agreement.

3.7.6 Work Hours

- A. Business Hours Support: TO Contractor shall assign TO Contractor Personnel to support Department business hours (8:00 AM to 5:00 PM), Monday through Friday except for State holidays.
- B. TO Contractor Personnel may also be required to provide occasional support outside of normal State Business Hours, including evenings, overnight, and weekends, to support specific efforts and emergencies, such as to resolve system repair or restoration. Hours performing activities would be billed on an actual time worked basis at the rates proposed.
- C. State-Mandated Closings: TO Contractor Personnel shall be required to participate in any State-mandated closings. In this event, the TO Contractor will be notified in writing by the TO Manager of these details.
- D. Minimum and Maximum Hours: Full-time TO Contractor Personnel shall work 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.
- E. 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.

3.8 Substitution of Personnel

3.8.1 Directed Personnel Replacement

- A. The TO Manager may direct the TO Contractor to replace any TO Contractor Personnel who, in the sole discretion of the TO Manager, 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 or Department, Contract, or Task Order requirement.

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- B. If deemed appropriate in the discretion of the TO Manager, the TO Manager shall give written notice of any TO Contractor 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. 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 of the rejection, or in the timeframe set forth by the TO Manager in writing. Once a Remediation Plan has been accepted in writing by the TO Manager, the TO Contractor shall immediately implement the Remediation Plan.
- C. 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 removal and replacement of the TO Contractor Personnel whose performance is at issue. A request for a new Remediation Plan will follow the procedure described in **Section 3.8.1.B**.
- D. In circumstances of directed removal, the TO Contractor shall provide a suitable replacement for TO Manager approval within fifteen (15) days of the date of the notification of directed removal, or the actual removal, whichever occurs first, or such earlier time as directed by the TO Manager in the event of a removal on less than fifteen days' notice
- E. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described above. However, the TO Manager reserves the right to direct immediate personnel replacement without utilizing the remediation procedure described above.
- F. 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.

3.8.2 Substitution Prior to and 30 Days After Task Order Execution

- A. 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 describe to the State's satisfaction the event necessitating substitution and must demonstrate that the originally proposed personnel are actual full-time direct employees 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.
- B. An *Extraordinary Personnel Event* – means Leave under the Family Medical Leave Act; 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.

3.8.3 Substitution More Than 30 Days After Task Order Execution

The procedure for substituting personnel after Task Order execution is as follows:

- A. The TO Contractor may not substitute personnel without the prior approval of the TO Manager.

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- 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 timeframe established by the TO Manager, the TO Agreement may be cancelled.

3.9 Minority Business Enterprise (MBE) Reports

There is no MBE Participation Goal for this Task Order.

3.10 Veteran Small Business Enterprise (VSBE) Reports

There is no VSBE Goal for this Task Order.

3.11 No-Cost Extensions

In the event there are unspent funds remaining on the TO Agreement, prior to the TO's expiration date the TO Procurement Officer may modify the TO Agreement to extend the TO Agreement beyond its expiration date for the performance of work within the TO's scope of work. Notwithstanding anything to the contrary, no funds may be added to the TO Agreement in connection with any such extension.

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4 TORFP Instructions

4.1 TO Pre-Proposal Conference

- 4.1.1 A pre-Proposal conference (Conference) will be held at the date, time, and location indicated on the Key Information Summary Sheet.
- 4.1.2 Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their Proposals.
- 4.1.3 Following the Conference, the attendance record and summary of the Conference will be distributed via the same mechanism described for amendments and questions (see **Section 4.2.1 eMM**).
- 4.1.4 Attendees should bring a copy of the solicitation and a business card to help facilitate the sign-in process.
- 4.1.5 In order to assure adequate seating and other accommodations at the Conference, please e-mail the Pre-Proposal Conference Response Form (Attachment A) no later than the time and date indicated on the form. In addition, if there is a need for sign language interpretation or other special accommodations due to a disability, please notify the Procurement Officer at least five (5) Business Days prior to the Conference date. The Department will make a reasonable effort to provide such special accommodation.

4.2 Questions

- 4.2.1 All questions shall identify in the subject line the Solicitation Number and Title R00R0600952-Educator Information System (EIS), and shall be submitted in writing via e-mail to the TO Procurement Officer no later than the date and time specified the Key Information Summary Sheet.
- 4.2.2 Answers to all questions that are not clearly specific only to the requestor will be provided to all Master Contractors who are known to have received a copy of the TORFP.
- 4.2.3 The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the Department unless it issues an amendment in writing.

4.3 TO Proposal Due (Closing) Date and Time

- 4.3.1 TO Proposals, in the number and form set forth in **Section 5 TO Proposal Format**, must be received by the TO Procurement Officer no later than the TO Proposal due date and time indicated on the Key Information Summary Sheet in order to be considered.
- 4.3.2 Requests for extension of this date or time shall not be granted.
- 4.3.3 Offerors submitting TO Proposals should allow sufficient delivery time to ensure timely receipt by the TO Procurement Officer. Except as provided in COMAR 21.05.03.02.F and 21.05.02.10, TO Proposals received after the due date and time listed in the Key Information Summary Sheet will not be considered.
- 4.3.4 The date and time of an e-mail submission is determined by the date and time of arrival in the e-mail address indicated on the Key Information Summary Sheet.

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- 4.3.5 TO Proposals may be modified or withdrawn by written notice received by the TO Procurement Officer before the time and date set forth in the Key Information Summary Sheet for receipt of TO Proposals.

4.4 Award Basis

Based upon an evaluation of TO Proposal responses as provided in **Section 6.4**, below, a Master Contractor will be selected to conduct the work defined in **Sections 2 and 3**. A specific TO Agreement, **Attachment M**, 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.

4.5 Oral Presentation

- 4.5.1 Offerors and proposed TO Contractor Personnel will be required to make an oral presentation to State representatives. Offerors must confirm in writing any substantive oral clarification of, or change in, their Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Master Contractor's TO Proposal. The TO Procurement Officer will notify Offerors of the time and place of oral presentations and interviews, should interviews be scheduled separately.
- 4.5.2 All Offerors meeting minimum qualifications shall participate in interviews, which are a type of oral presentation. All candidates shall be interviewed in substantially the same manner. The TO Procurement Officer shall, for each round of interviews, determine whether phone or in-person interviews will be utilized. At the TO Procurement Officer's discretion, interviews may be conducted via the internet (e.g., Skype, GotoMeeting, WebEx) in lieu of in-person interviews.

4.6 Limitation of Liability

The TO Contractor's liability is limited in accordance with the Limitations of Liability section of the CATS+ Master Contract. TO Contractor's liability for this TORFP is limited to one (1) times the total TO Agreement amount.

4.7 MBE Participation Goal

There is no MBE subcontractor participation goal for this procurement.

4.8 VSBE Goal

There is no VSBE participation goal for this procurement.

4.9 Living Wage Requirements

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 F** of this TORFP.

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4.10 Federal Funding Acknowledgement

- 4.10.1 There are programmatic conditions that apply to this TO Agreement due to federal funding (see **Attachment G**).
- 4.10.2 The total amount of federal funds allocated for the MSDE headquarters is \$209,785,382 in Maryland State fiscal year 2019. This represents 64.9% of all funds budgeted for the unit in that fiscal year. This does not necessarily represent the amount of funding available for any particular grant, contract, or solicitation.
- 4.10.3 The TO Agreement contains federal funds. The source of these federal funds is the 2015 Student Longitudinal Data System Grant: Building Capacity to Utilize Data to Inform Instructional Practices and Improve Student Outcomes. The CFDA number is 84.372A. The conditions that apply to all federal funds awarded by the Department are contained in Federal Funds **Attachment G**. Any additional conditions that apply to this particular federally funded contract are contained as supplements to Federal Funds **Attachment G** and Offerors are to complete and submit these Attachments with their TO Proposals as instructed in the Attachments. Acceptance of this agreement indicates the Offeror's intent to comply with all conditions, which are part of the TO Agreement.

4.11 Conflict of Interest Affidavit and Disclosure

- 4.11.1 Offerors shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment H**) and submit it with their Proposals. All Offerors are advised that if a TO Agreement is awarded as a result of this solicitation, the TO Contractor's Personnel who perform or control work under this TO Agreement and each of the participating subcontractor personnel who perform or control work under this TO Agreement shall be required to complete agreements substantially similar to **Attachment H**, conflict of interest Affidavit and Disclosure.
- 4.11.2 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.
- 4.11.3 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.
- 4.11.4 By submitting a Conflict of Interest Affidavit and Disclosure, the Offeror shall be construed as certifying all TO Contractor Personnel and Subcontractors are without a conflict of interest as defined in COMAR 21.05.08.08A.

4.12 Non-Disclosure Agreement

All Offerors are advised that this solicitation and any TO Agreement(s) be subject to the terms of the Non-Disclosure Agreement (NDA) contained in this solicitation as **Attachment I**. This Agreement must be provided within five (5) Business Days of notification of recommended award; however, to expedite processing, it is suggested that this document be completed and submitted with the TO Proposal.

4.13 Small Business Reserve (SBR) Set-Aside

- 4.13.1 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

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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.

4.13.2 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
 - 1) With respect to employees:
 - a) Its wholesale operations did not employ more than 50 persons in its most recently completed three (3) fiscal years;
 - b) Its retail operations did not employ more than 25 persons in its most recently three (3) fiscal years;
 - c) Its manufacturing operations did not employ more than 100 persons in its most recently three (3) fiscal years;
 - d) Its service operations did not employ more than 100 persons in its most recently three (3) fiscal years;
 - e) Its construction operations did not employ more than 50 persons in its most recently three (3) fiscal years; and
 - f) The architectural and engineering services of the business did not employ more than 100 persons in its most recently three (3) fiscal years; and
 - 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 three (3) fiscal years;
 - b) The gross sales of its retail operations did not exceed an average of \$3,000,000 in its most recently three (3) fiscal years;
 - c) The gross sales of its manufacturing operations did not exceed an average of \$2,000,000 in its most recently three (3) fiscal years;
 - d) The gross sales of its service operations did not exceed an average of \$10,000,000 in its most recently three (3) fiscal years;
 - e) The gross sales of its construction operations did not exceed an average of \$7,000,000 in its most recently three (3) fiscal years; and
 - f) The gross sales of its architectural and engineering operations did not exceed an average of \$4,500,000 in its most recently three (3) fiscal years.

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

5 TO Proposal Format

5.1 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 TO Proposal; or 2) a completed Master Contractor Feedback Form (available online within the Master Contractor Admin System). 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.

5.2 Two Part Submission

Offerors shall submit TO Proposals in separate volumes:

- Volume I – TO TECHNICAL PROPOSAL
- Volume II – TO FINANCIAL PROPOSAL

5.3 TO Proposal Packaging and Delivery

5.3.1 TO Proposals delivered by facsimile shall not be considered.

5.3.2 Provide no pricing information in the TO Technical Proposal. Provide no pricing information on the media submitted in the TO Technical Proposal.

5.3.3 Offerors may submit TO Proposals by electronic means as described.

- A. Electronic means includes e-mail to the TO Procurement Officer address listed on the Key Information Summary Sheet.
- B. An Offeror wishing to deliver a hard copy (paper) TO Proposal shall contact the TO Procurement Officer for instructions.

5.3.4 E-mail submissions

- A. All TO Proposal e-mails shall be sent with password protection.
- B. The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. Time stamps on outgoing email from Master TO Contractors shall not be accepted. Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, TO Proposals received by the TO Procurement Officer after the due date will not be considered.
- C. The State has established the following procedure to restrict access to TO Proposals received electronically: all Technical and TO Financial Proposals must be password protected, and the password for the TO TECHNICAL PROPOSAL must be different from the password for the TO Financial Proposal. Offerors will provide these two passwords to MSDE upon request or their TO Proposal will be deemed not susceptible for award. Subsequent submissions of TO Proposal content will not be allowed.
- D. The TO Procurement Officer will only contact those Offerors with TO Proposals that are reasonably susceptible for award.

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- E. TO Proposals submitted via e-mail must not exceed 25 Mb. If a submission exceeds this size, split the submission into two or more parts and include the appropriate part number in the subject (e.g., part 1 of 2) after the subject line information below.
- F. The e-mail submission subject line shall state the TORFP R00R0600952 and either “Technical” or “Financial.”

5.3.5 Two Part Submission:

- A. TO Technical Proposal consisting of:
 - 1) TO Technical Proposal and all supporting material in Microsoft Word format, version 2007 or greater,
 - 2) the TO Technical Proposal in searchable Adobe PDF format,
 - 3) a second searchable Adobe copy of the TO Technical Proposal, redacted in accordance with confidential and/or proprietary information removed (see **Section 5.4.2.G**, and
- B. TO Financial Proposal consisting of:
 - 1) TO Financial Proposal and all supporting material in Excel format,
 - 2) the TO Financial Proposal in searchable Adobe PDF format,
 - 3) a second searchable Adobe copy of the TO Financial Proposal, redacted in accordance with confidential and/or proprietary information removed (see **Section 5.4.2.G**).

5.4 Volume I - TO Technical Proposal

IMPORTANT: Provide **no pricing information** in the TO Technical Proposal (Volume I). Include pricing information only in the TO Financial Proposal (Volume II).

- 5.4.1 In addition to the instructions below, responses in the Offeror’s TO Technical Proposal shall reference the organization and numbering of Sections in the TORFP (e.g., “Section 2.2.1 Response . . .; “Section 2.2.2 Response . . .”). All pages of both TO Proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page “x”).
- 5.4.2 The TO Technical Proposal shall include the following documents and information in the order specified as follows:
 - A. Proposed Services:
 - 1) Executive Summary: A one-page summary describing the Offeror’s understanding of the TORFP scope of work (**Sections 2-3**) and proposed resource.
 - 2) Assumptions: A description of any assumptions formed by the Offeror in developing the TO Technical Proposal.
 - 3) Non-Compete Clause Prohibition:

The Department seeks to maximize the retention of personnel working under this Task Order whenever there is a transition of the Task Order from one contractor to another to minimize disruption due to a change in contractor and maximize the maintenance of institutional knowledge accumulated by such personnel. To help achieve this objective of staff retention, each Offeror shall agree that if awarded the Task Order, the Offeror’s employees and agents filling the positions set forth in the staffing

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requirements of Section 2, working on the State contract shall be free to work for the contractor awarded the State contract notwithstanding any non-compete clauses to which the employee(s) may be subject. The Offeror agrees not to enforce any non-compete restrictions against the State with regard to these employees and agents if a different vendor succeeds it in the performance of the Task Order. To evidence compliance with this noncompete clause prohibition, each Offeror must include an affirmative statement in the TO Technical Proposal that the Offeror, if awarded a Task Order, agrees that its employees and agents shall not be restricted from working with or for any successor contractor that is awarded the State business.

B. Proposer Information Sheet and Transmittal Letter

The Offeror Information Sheet (see **Appendix 2**) and a Transmittal Letter shall accompany the TO Technical Proposal. The purpose of the Transmittal Letter is to transmit the TO Proposal and acknowledge the receipt of any addenda to this TORFP issued before the TO Proposal due date and time. Transmittal Letter should be brief, be signed by an individual who is authorized to commit the Offeror to its TO Proposal and the requirements as stated in this TORFP, and contain acknowledgement of all addenda to this TORFP issued before the TO Proposal due date.

C. Minimum Qualifications Documentation (If applicable)

- 1) The Offeror shall submit any Minimum Qualifications documentation that may be required, as set forth in TORFP **Section 1**.
- 2) 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.

B. Proposed Personnel and TORFP Staffing

Offeror shall propose exactly **one** (1_ Key Personnel in response to this TORFP. Offeror shall:

- 1) Identify the qualifications and types of staff proposed to be utilized under the Task Order. The Offeror shall describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities, including any staff of proposed subcontractor(s), as detailed in the Staffing Plan.
- 2) Complete and provide for each proposed resource resume in the format of **Appendix 4 Work Order Resume Form**.
- 3) Provide scanned copies of current documents to substantiate any certificates, degrees and awards that the Offeror has listed in **Appendix 4, Work Order Resume Form**.
- 4) Provide two (2) references per proposed Key Personnel containing the information listed in the references section of **Appendix 4**.
- 5) Provide a Staffing Plan that demonstrates how the Offeror will provide resources in addition to the personnel requested in this TORFP, and how the TO Contractor Personnel shall be managed. Include:
 - a) Planned team composition by role (Important: Identify specific names and provide history only for the proposed Key Personnel resources required for evaluation of this TORFP).
 - b) Process and proposed lead time for locating and bringing on board resources that meet the Task Order needs.

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- c) Supporting descriptions for all labor categories proposed in response to this TORFP.
 - d) Description of approach for quickly substituting qualified personnel after start of the Task Order.
- D. Provide the names and titles of the Offeror's management staff who will supervise the personnel and quality of services rendered under the TO. Subcontractors

Identify all proposed Subcontractors, including MBEs, and their roles in the performance of the scope of work hereunder.

E. Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide up to three examples of engagements or contracts the Master Contractor or Subcontractor, if applicable, has completed that were similar to the requested 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 the 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 E 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 E.1 above as engagement or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

F. State Assistance

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Provide an estimate of expectation concerning participation by State personnel.

G. Confidentiality

A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 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.

Offeror shall furnish a list that identifies each section of the TO Technical Proposal where, in the Offeror's opinion, the Offeror's response should not be disclosed by the State under the Public Information Act.

H. Additional Submissions:

- 1) Attachments and Exhibits;
 - a) All forms required for the TO Technical Proposal are identified in **Section 7** – Exhibits and Attachments. Unless directed otherwise by instructions within an individual form, complete, sign, and include all required forms in the TO Technical Proposal.
 - b) No attachment forms shall be altered. Signatures shall be clearly visible.
- 2) Offerors shall furnish with their Technical TO Proposal any and all agreements the Offeror expects the State to sign or to be subject to in connection with or in order to use the Offeror's services under this Task Order Agreement, including but not limited to software license agreement(s), end user license agreement(s), AUP. This includes the complete text of all agreements referenced or incorporated in primary documents (i.e., links to the relevant agreements are not allowed).

5.5 Volume II – TO Financial Proposal

- 5.5.1 The TO Financial Proposal shall contain all price information in the format specified in **Attachment B** - Financial Proposal Form. The Offeror shall complete the Financial Proposal Form only as provided in the Financial Proposal Form Instructions and the Financial Proposal Form itself.
- 5.5.2 The TO Financial Proposal shall contain 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 Financial Proposal Form);
- 5.5.3 **Attachment B**– Financial Proposal Form, with all proposed labor categories including all rates fully loaded. **Note: Failure to specify a CATS+ labor category in the completed Financial Proposal Form for each proposed resource will make the TO Proposal non-responsive to this TORFP.**
- 5.5.4 Prices shall be valid for 120 days.

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6 Evaluation and Selection Process

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 Department will consider all information submitted in accordance with Section 5.

6.1 Evaluation Committee

Evaluation of TO Proposals will be performed in accordance with COMAR 21.05.03 by a committee established for that purpose and based on the evaluation criteria set forth below. The Evaluation Committee will review TO Proposals, participate in Offeror oral presentations and discussions, and provide input to the TO Procurement Officer. The Department reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

During the evaluation process, the TO Procurement Officer may determine at any time that a particular Offeror is not susceptible for award.

6.2 TO Technical Proposal Evaluation Criteria

The criteria to be used to evaluate each TO Technical Proposal are listed below in descending order of importance. Unless stated otherwise, any sub-criteria within each criterion have equal weight.

6.2.1 Experience and Qualifications of Proposed Staff (See TORFP § 5.4.2.)

The capability of the proposed resource to perform the required tasks and produce the required deliverables in the TORFP Sections 2-3. Capability will be determined from the proposed individual's resume reference check and oral presentation (See Section 4.5 Oral Presentation).

6.2.2 Offeror's Technical Response to TORFP Requirements (See TORFP § 5.4.2)

The State prefers an Offeror's response to work requirements in the TORFP that illustrates a comprehensive understanding of work requirements and mastery of the subject matter, including an explanation of how the work will be performed. TO Proposals, which include limited responses to work requirements such as "concur or will comply", will receive a lower ranking than those TO proposals that demonstrate an understanding of the work requirements and include plans to meet or exceed them.

6.3 TO Financial Proposal Evaluation Criteria

All Qualified Offerors (see **Section 6.4**) will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Proposal Price within the stated guidelines set forth in this TORFP and as submitted on **Attachment B - TO Financial Proposal Form**.

6.4 Selection Procedures

6.4.1 Down-Select Procedure

In the event that more than ten (10) qualified TO Proposals are received, the TO Procurement Officer may elect to follow a down-select process as follows:

- A. A technical ranking will be performed for all TO Proposals based on the resumes submitted. TO Proposals will be ranked from highest to lowest for technical merit based on the quality of the resumes submitted and the extent to which the proposed individuals' qualifications align with the position needs as described in this TORFP.

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- B. The top ten (10) TO Proposals identified by the technical ranking will be invited to interviews. All other Offerors will be notified of non-selection for this TORFP.

6.4.2 TO Technical Proposals shall be evaluated based on the criteria set forth above in **Section 6.2**. TO Technical Proposals and TO Financial Proposals will be evaluated independently of each other.

- A. TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 1 of this TORFP, and quality of responses to **Section 5.3** TO Technical Proposal. Failure to meet the minimum qualifications shall render a TO Proposal not reasonably susceptible for award. The TO Procurement Officer will notify those Offerors who have not been selected to perform the work.
- B. TO Technical Proposals will be evaluated for technical merit and ranked. Oral presentations and discussions may be held to assure full understanding of the State's requirements and of the qualified Offeror's proposals and abilities to perform, and to facilitate arrival at a TO Agreement that is most advantageous to the State.
- C. The Procurement Officer will only open the TO Financial Proposals where the associated TO Technical Proposals have been classified as reasonably susceptible for award.
- D. After review of TO Financial Proposals, TO Financial Proposals for qualified Offerors will be reviewed and ranked from lowest to highest price proposed.
- E. When in the best interest of the State, the TO Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO.
- F. The Procurement Officer shall make a determination recommending award of the TO to the responsible Offeror who has the TO Proposal determined to be the most advantageous to the State, considering price and the evaluation criteria set forth above. In making this selection, the TO Technical Proposal will be given equal weight with the TO Financial Proposal.

All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

6.5 Documents Required upon Notice of Recommendation for Task Order Award

Upon receipt of a Notification of Recommendation for Task Order award, the apparent awardee shall complete and furnish the documents and attestations as directed in Table 1 of **Section 7 – TORFP Attachments and Appendices**.

1. Commencement of work in response to a TO Agreement shall be initiated only upon the completed documents and attestations, plus:
2. Issuance of a fully executed TO Agreement, Purchase Order, and by a Notice to Proceed authorized by the TO Procurement Officer. See online example at <http://doit.maryland.gov/contracts/Documents/CATSPlus/CATS+NoticeToProceedSample.pdf>.

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7 TORFP ATTACHMENTS AND APPENDICES

Instructions Page

A TO Proposal submitted by an Offeror must be accompanied by the completed forms and/or affidavits identified as “with proposal” in the “When to Submit” column in Table 1 below. All forms and affidavits applicable to this TORFP, including any applicable instructions and/or terms, are identified in the “Label” columns in Table 1.

For e-mail submissions, submit one (1) copy of each with signatures.

All Offerors are advised that if a Task Order is awarded as a result of this solicitation, the successful Offeror will be required to complete certain forms and affidavits after notification of recommended award. The list of forms and affidavits that must be provided is described in Table 1 below in the “When to Submit” column.

For documents required after award, submit three (3) copies of each document within the appropriate number of days after notification of recommended award, as listed in Table 1 below in the “When to Submit” column.

Document greyed out in Table 1 are NOT REQUIRED.

Table 1: TORFP ATTACHMENTS AND APPENDICES

| When to Submit | Label | Attachment Name |
|---|-------|--|
| Within 5 Days | A | Pre-Proposal Conference Response Form |
| With TO Proposal | B | TO Financial Proposal Instructions and Form |
| With TO Proposal | C | Bid/Proposal Affidavit |
| N/A | D | MBE Forms D-1A. |
| N/A | D | MBE Forms D-1B, D-1C,D-2, D-3A, D-3B Important: Attachment D-1C, if a waiver has been requested, is also required within 10 days of recommended award. |
| N/A | | MBE Forms D-4A, D-4B, D-5 |
| N/A | E | Veteran-Owned Small Business Enterprise (VSBE) Form E-1 |
| N/A | E | VSBE Forms E-2, E-3 |
| With TO Proposal | F | Maryland Living Wage Requirements for Service Task Orders and Affidavit of Agreement |
| With TO Proposal | G | Federal Funds Attachments |
| With TO Proposal | H | Conflict of Interest Affidavit and Disclosure |
| 5 Business Days after recommended award | I | Non-Disclosure Agreement (TO Contractor) |

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| When to Submit | Label | Attachment Name |
|---|-------|--|
| N/A | J | HIPAA Business Associate Agreement |
| N/A | K | Mercury Affidavit |
| N/A | L | Location of the Performance of Services Disclosure |
| 5 Business Days after recommended award | M | Task Order Agreement |
| With TO Proposal | App 2 | Offeror Information Sheet |
| 45 days after NTP | App 3 | Criminal Background Check Affidavit |
| With TO Proposal | App 4 | Labor Classification Personnel Resume Summary (Appendix 2A and 2B) |
| 5 Business Days after recommended award | -- | Evidence of meeting insurance requirements (see Section 3.6); 1 copy |

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Attachment A. TO Pre-Proposal Conference Response Form

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Education Information System Technical Project Manager

A TO Pre-proposal conference will be held on 3/3/2020 at 200 West Baltimore Street, Baltimore Maryland 21201, 8th floor, conference room 4.

Please return this form by 3/2/2020 advising whether or not you plan to attend. The completed form should be returned via e-mail or fax to the TO Procurement Officer at the contact information below:

Kenyatta.Decosta
MSDE
E-mail: Kenyatta.decosta@maryland.gov
Fax #: N/A

Please indicate:

_____ Yes, the following representatives will attend.
Attendees (Check the TORFP for limits to the number of attendees allowed):

- 1.
- 2.
- 3.

_____ No, we will not attend.

Please specify whether any reasonable accommodations are requested (see TORFP § 4.1“TO Pre-proposal conference”):

Offeror:

Offeror Name (please print or type)

By:

Signature/Seal

Printed Name:

Printed Name

Title:

Title

Date:

Attachment B. TO Financial Proposal Instructions & Form

See separate Excel TO Financial Proposal Form labeled Attachment B.

Attachment C. Bid/Proposal Affidavit

A. AUTHORITY

I hereby affirm that I, _____ (name of affiant) am the _____ (title) and duly authorized representative of _____ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned Bidder/Offeror hereby certifies and agrees that the following information is correct: In preparing its Bid/proposal on this project, the Bidder/Offeror has considered all Bid/proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in “discrimination” as defined in § 19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. “Discrimination” means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual’s refusal to submit to a genetic test or make available the results of a genetic test, disability, or any otherwise unlawful use of characteristics regarding the vendor’s, supplier’s, or commercial customer’s employees or owners. “Discrimination” also includes retaliating against any person or other entity for reporting any incident of “discrimination”. Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the Bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/proposal. As part of its Bid/proposal, the Bidder/Offeror herewith submits a list of all instances within the past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the Bidder/Offeror discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder/Offeror agrees to comply in all respects with the State’s Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, § 14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a Bid/proposal and:

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

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the Bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/proposal.

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B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES.

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, § 14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a Bid/proposal preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.13; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of § B-2(1) -(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, § 6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

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D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of:
 - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of Bids/Proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)— (5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Bids/Proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
 - (a) §7201, Attempt to Evade or Defeat Tax;
 - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
 - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information;
 - (d) §7206, Fraud and False Statements, or
 - (e) §7207 Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;

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- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:
- (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review;
- (13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:
- (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review;
- (14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:
- (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review; or
- (15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D(1)—(14) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):
-
-

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the

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business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
 - (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):
-
-

G. SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Bid/proposal that is being submitted; or
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Bid/proposal price of the Bidder/Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying Bid/proposal is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, State Department of Assessments and Taxation, and Department of Labor, Licensing, and

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Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

- (1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:
 - (a) 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 State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and
 - (b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.
- (2) The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. PROHIBITING DISCRIMINATORY BOYCOTTS OF ISRAEL

In preparing its bid/proposal on this project, the Bidder/Offeror has considered all bid/proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor, vendor, or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel and its territories. The Bidder/Offeror also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. Without limiting any other provision of the solicitation for bid/proposals for this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the bid/proposal.

N. I FURTHER AFFIRM THAT:

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Any claims of environmental attributes made relating to a product or service included in the bid or bid/proposal are consistent with the Federal Trade Commission’s Guides for the Use of Environmental Marketing Claims as provided in 16 C.F.R. §260, that apply to claims about the environmental attributes of a product, package or service in connection with the marketing, offering for sale, or sale of such item or service.

O. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this Bid/proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

By:

Signature of Authorized Representative and Affiant

Printed Name:

Printed Name of Authorized Representative and Affiant

Title:

Title

Date:

Date

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Attachment D. Minority Business Enterprise (MBE) Forms

This solicitation does not include a Minority Business Enterprise (MBE) subcontractor participation goal.

Attachment E. Veteran-Owned Small Business Enterprise (VSBE) Forms

This solicitation does not include a Veteran-Owned Small Business Enterprise (VSBE) goal.

Attachment F. Maryland Living Wage Requirements Affidavit of Agreement

Maryland Living Wage Affidavit of Agreement for Service Contracts

- A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any workweek on the State Contract.
- B. The Living Wage Law does not apply to:
- (1) A Contractor who:
 - (a) Has a State contract for services valued at less than \$100,000, or
 - (b) Employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
 - (2) A subcontractor who:
 - (a) Performs work on a State contract for services valued at less than \$100,000,
 - (b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
 - (c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B (3) or C below.
 - (3) Service contracts for the following:
 - (a) Services with a Public Service Company;
 - (b) Services with a nonprofit organization;
 - (c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
 - (d) Services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.
- E. Each Contractor/subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan

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area, or any successor index, for the previous calendar year, no later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.

- G. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.
- H. A Contractor/subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.
- I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml> and clicking on Living Wage for State Service Contracts.

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F-1 Maryland Living Wage Requirements Affidavit of Agreement

Contract No. R00R0600952

Name of Contractor:

Address:

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):

- Offeror is a nonprofit organization
- Offeror is a public service company
- Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000
- 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 its commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The 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 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 Offeror affirms it has no covered employees for the following reasons: (check all that apply):
 - The employee(s) proposed to work on the contract will spend less than one-half of the employee's time during any work week on the contract
 - The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or
 - The employee(s) proposed to work on the 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:

Educational Information System Technical Project Manager
(TPM)

CATS+ TORFP

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Witness Name (Typed or Printed) _____

Witness Signature: _____ Date: _____

SUBMIT THIS AFFIDAVIT WITH PROPOSAL

Attachment G. Federal Funds Attachments

A Summary of Certain Federal Fund Requirements and Restrictions

1. Form and rule enclosed: 18 U.S.C. 1913 and Section 1352 of P.L. 101-121 require prospective and present sub-grantees (this includes all levels of funding) who receive more than \$100,000 in federal funds must submit the form "Certification Against Lobbying." It assures, generally, that recipients will not lobby federal entities with federal funds, and that, as is required, they will disclose other lobbying on form SF- LLL.
2. Form and instructions enclosed: "Form LLL, Disclosure of Lobbying Activities" must be submitted by those receiving more than \$100,000 in federal funds, to disclose any lobbying of federal entities (a) with profits from federal contracts or (b) funded with nonfederal funds.
3. Form and summary of Act enclosed: Sub-recipients of federal funds on any level must complete a "Certification Regarding Environmental Tobacco Smoke," required by Public Law 103-227, the Pro-Children Act of 1994. Such law prohibits smoking in any portion of any indoor facility owned, leased, or contracted for regular provision of health, day care, early childhood development, education, or library services for children under the age of 18. Such language must be included in the conditions of award (they are included in the certification, which may be part of such conditions.) This does not apply to those solely receiving Medicaid or Medicare, or facilities where WIC coupons are redeemed.
4. In addition, federal law requires that:
 - A) Title 2 of the Code of Federal Regulations (CFR) 200, specifically Subpart D, requires that grantees (both recipients and sub-recipients) which expend a total of \$750,000 in federal assistance shall have a single or program-specific audit conducted for that year in accordance with the provisions of the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156 and Title 2 CFR 200, Subpart D. All sub-grantee audit reports, performed in compliance with Title 2 CFR 200 shall be forwarded within 30 days of report issuance to the TO Manager.
 - B) All sub-recipients of federal funds comply with Sections 503 and 504 of the Rehabilitation Act of 1973, the conditions of which are summarized in item (C).
 - C) Recipients of \$10,000 or more (on any level) must include in their contract language the requirements of Sections 503 (language specified) and 504 referenced in item (B).

Section 503 of the Rehabilitation Act of 1973, as amended, requires recipients to take affirmative action to employ and advance in employment qualified disabled people. An affirmative action program must be prepared and maintained by all contractors with 50 or more employees and one or more federal contracts of \$50,000 or more.

This clause must appear in subcontracts of \$10,000 or more:

- 1) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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- 2) The contractor agrees to comply with the rules, regulations, and relevant orders of the secretary of labor issued pursuant to the act.
- 3) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the secretary of labor issued pursuant to the act.
- 4) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting office. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- 5) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- 6) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the [federal] secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 791 *et seq.*) prohibits discrimination because of handicap in all federally assisted programs and activities. It requires the analysis and making of any changes needed in three general areas of operation- programs, activities, and facilities and employment. It states, among other things, that:

Grantees that provide health ... services should undertake tasks such as ensuring emergency treatment for the hearing impaired and making certain that persons with impaired sensory or speaking skills are not denied effective notice with regard to benefits, services, and waivers of rights or consents to treatments.

- D) All sub-recipients comply with Title VI of the Civil Rights Act of 1964 that they must not discriminate in participation by race, color, or national origin.
- E) All sub-recipients of federal funds from SAMHSA (Substance Abuse and Mental Health Services Administration) or NIH (National Institute of Health) are prohibited from paying any direct salary at a rate more than Executive Level II of the Federal Executive pay scale, per year. (This includes, but is not limited to, sub-recipients of the Substance Abuse Prevention and Treatment and the Community Mental Health Block Grants and NIH research grants.)
- F) There may be no discrimination based on age, according to the requirements of the Age Discrimination Act of 1975.
- G) For any education program, as required by Title IX of the Education Amendments of 1972, there may be no discrimination based on sex.

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- H) For research projects, a form for Protection of Human Subjects (Assurance/ Certification/ Declaration) should be completed by each level funded, assuring that either: (1) there are no human subjects involved, or (2) an Institutional Review Board (IRB) has given its formal approval before human subjects are involved in research. [This is normally performed during the application process rather than after the award is made, as with other assurances and certifications.]
- I) In addition, there are conditions, requirements, and restrictions, which apply only to specific sources of federal funding. These should be included in your grant/contract documents when applicable.

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**G-1
CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

| | |
|---|-----------------------------------|
| Award No. R00R0600952 | Organizational Entry |
| Name and Title of Official Signing for Organizational Entry | Telephone No. Of Signing Official |
| Signature of Above Official | Date Signed |

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G-2
DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

| | | |
|---|--|---|
| 1. Type of Federal Action: <input type="checkbox"/> a. Contract <input type="checkbox"/> b. Grant <input type="checkbox"/> c. Cooperative Agreement <input type="checkbox"/> d. Loan <input type="checkbox"/> e. Loan guarantee <input type="checkbox"/> f. Loan insurance | 2. Status of Federal Action: <input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. Initial award <input type="checkbox"/> c. Post-award | 3. Report Type: <input type="checkbox"/> a. Initial filing <input type="checkbox"/> b. Material change For Material Change Only: Year _____ quarter _____ Date of last report _____ |
| 4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, <i>if known</i> : _____ | | 5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, <i>if known</i> : _____ |
| 6. Federal Department/Department: | 7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____ | |
| 8. Federal Action Number, if known: | 9. Award Amount, if known: \$ _____ | |
| 10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): | b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): | |
| 11. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned | 13. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____ | |
| 12. Form of Payment (check all that apply) <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind, specify: nature _____ value: _____ | | |
| 14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) SF-LLLA, if necessary) | | |
| 15. Continuation Sheet(s) SF-LLLA attached: <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 16. Information requested through this form is authorized by title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____ | |
| Federal Use Only | | Authorized for Local Reproduction Standard Form LLL (Rev. 7-97) |

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INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal Department making the award or loan commitment. Include at least one organizational level below Department name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal Department). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal Department, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
11. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
12. The certifying official shall sign and date the form and print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

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G-3

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro Children Act of 1994, Part C Environmental Tobacco Smoke, requires that smoking not be permitted in any portion of any indoor facility owned, or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children’s services that are provided in indoor facilities that are constructed, operated or maintained with such federal funds. The law does not apply to children’s services provided in private residences, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole sources of applicable federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the Offeror/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization further agrees that it will require the language of this certification be included in any sub-awards, which contain provisions for children’s services, and that all sub-recipients shall certify accordingly.

Signature of Authorized Certifying Individual

Attachment H. Conflict of Interest Affidavit and Disclosure

Reference COMAR 21.05.08.08

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 Offeror, TO Contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a Proposal is made.

C. The 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 Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Offeror shall immediately make a full disclosure in writing to the TO Procurement Officer of all relevant facts and circumstances. This disclosure shall include a description of actions, which the 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 TO Contractor shall continue performance until notified by the TO Procurement Officer of any contrary action to be taken.

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

Date: _____ By: _____

(Authorized Representative and Affiant)

SUBMIT THIS AFFIDAVIT WITH Bid/PROPOSAL

Attachment I. Non-Disclosure Agreement (TO Contractor)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made by and between the State of Maryland (the “State”), acting by and through (Maryland State Department of Education) (the “Department”), and _____ (the “TO Contractor”).

RECITALS

WHEREAS, the TO Contractor has been awarded a contract (the “TO Agreement”) following the solicitation for State Longitudinal Data System (SLDS) Technical Project Manager (TPM) Solicitation # R00R0600952; and

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

NOW, THEREFORE, in consideration of being given access to the Confidential Information in connection with the solicitation 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, General Provisions §4-101(h)) 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. The 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. The 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 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 **Attachment I-2**. TO Contractor shall update **Attachment I-2** by adding additional names (whether TO Contractor’s Personnel or a subcontractor’s personnel) 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 TO Agreement or will otherwise have a role in performing any aspect of the TO Agreement, 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. The TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, adopt or establish operating procedures and physical security measures, and take all other measures necessary to protect the Confidential Information from inadvertent release or

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- 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. The 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. The TO Contractor shall, at its own expense, return to the Department all Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.
 7. A breach of this Agreement by the TO Contractor or the TO Contractor's Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.
 8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and 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 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, in no event less restrictive than as set forth in this Agreement, and the TO Contractor shall provide originals of such executed Agreements to the State.
 10. The parties further agree that:
 - a. This Agreement shall be governed by the laws of the State of Maryland;
 - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures;
 - f. The Recitals are not merely prefatory but are an integral part hereof; and

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- g. The effective date of this Agreement shall be the same as the effective date of the TO Agreement entered into by the parties.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Agreement as of the day and year first above written.

TO Contractor: _____

MSDE _____

By: _____
(seal)

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Solicitation #: R00R0600952

I-3 NON-DISCLOSURE AGREEMENT

**CERTIFICATION TO ACCOMPANY RETURN OR DELETION OF CONFIDENTIAL
INFORMATION**

I AFFIRM THAT:

To the best of my knowledge, information, and belief, and upon due inquiry, I hereby certify that: (i) all Confidential Information which is the subject matter of that certain Non-Disclosure Agreement by and between the State of Maryland and _____ (“TO Contractor”) dated _____, 20____ (“Agreement”) is attached hereto and is hereby returned to the State in accordance with the terms and conditions of the Agreement; and (ii) I am legally authorized to bind the TO Contractor to this affirmation. Any and all Confidential Information that was stored electronically by me has been permanently deleted from all of my systems or electronic storage devices where such Confidential Information may have been stored.

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, HAVING MADE DUE INQUIRY.

DATE: _____

NAME OF TO CONTRACTOR: _____

BY: _____
(Signature)

TITLE: _____
(Authorized Representative and Affiant)

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Attachment J. HIPAA Business Associate Agreement

This solicitation does not require a HIPAA Business Associate Agreement.

Attachment K. Mercury Affidavit

This solicitation does not include the procurement of products known to include mercury as a component.

Attachment L. Location of the Performance of Services Disclosure

This solicitation does not require a Location of the Performance of Services Disclosure.

Attachment M. Task Order

CATS+ TORFP# R00R0600952 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 or the “Department”).

IN CONSIDERATION of the mutual promises, 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 MSDE, as identified in the CATS+ TORFP # R00R0600952.
 - b. “CATS+ TORFP” means the Task Order Request for Proposals # R00R0600952, dated MONTH DAY, YEAR, including any addenda and amendments.
 - c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor.
 - d. “TO Procurement Officer” means Kenyatta.Decosta. The Maryland State Department of Education 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 Gary Kenney. The Maryland State Department of Education 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 3 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:

The TO Agreement,
Exhibit A – CATS+ TORFP

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Exhibit B – TO Technical Proposal

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 term of this TO Agreement shall commence as of the "Effective Date" and expire on . At the sole option of the State, this TO Agreement may be extended for two, one-year option periods for a total TO Agreement period of five years 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 3 of the CATS+ TORFP, but no later than thirty (30) days after the Maryland State Department of Education's receipt of a proper invoice for services provided by the TO Contractor, acceptance by the Maryland State Department of Education 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 Maryland State Department of Education 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.

SIGNATURES ON NEXT PAGE

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

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TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, MSDE

By: Kenyatta.Decosta, TO Procurement Officer

Date

Witness: _____

Approved for form and legal sufficiency this _____ day of _____ 20__.

Assistant Attorney General

Appendix 1. Abbreviations and Definitions

For purposes of this TORFP, the following abbreviations or terms have the meanings indicated below:

- A. Access - The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any information system resource
- B. Business Day(s) – The official working days of the week to include Monday through Friday. Official working days excluding State Holidays (see definition of “Normal State Business Hours” below).
- C. COMAR – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
- D. Database Administrator (DBA) – Individual responsible for the overall administration of a database or set of databases, including but not limited to database security, monitoring, troubleshooting, planning, creation, and user management.
- E. Data Breach – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data
- F. Data Dictionary - An agreed-upon set of clearly defined elements, including definitions, and attributes, that comprise an information system. It helps an organization maintain consistency in its information systems. Database users and managers refer to a data dictionary to find out where specific data are located, whether they were reported correctly, how to use them appropriately, and what their values mean.
- G. Data Schema - A diagram, outline, or data model used to illustrate the pattern or structure of information.
- H. Division of Assessment, Accountability, and Information Technology (DAAIT): The branch within MSDE that manages and oversees assessment, accountability, and information technology in the state of Maryland public secondary schools.
- I. Educator Information System (EIS)- Database and document warehouse for all Maryland educators' certification records.
- J. Entity-Relationship Diagram (ERD) - Data modeling technique that graphically illustrates an information system's entities and the relationships between those entities. The ERD serves as a conceptual and representational model of data used to represent the entity framework infrastructure.
- K. Extract, Transform, and Load (ETL) Processes: Three core database functions involved with extracting data from one source database or file and loading into another database.
- L. Information Technology (IT): All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services
- M. Local Education Agency (LEA): 24 county school systems in the State of Maryland.
- N. Maryland Longitudinal Data System (MLDS): The Maryland Longitudinal Data System (MLDS) was established by State law in 2010. The purpose of the Maryland Longitudinal Data System (MLDS) is to generate timely and accurate information about student performance that can be used to improve the State’s education system and guide decision makers at all levels. To accomplish this task, the MLDS collects and organizes individual-level student and workforce data from all levels of education and the State’s workforce.

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- O. Maryland Longitudinal Data System Center (MLDSC): In July of 2013, the MLDS Center began operations as an independent unit of State Government and currently operates and maintains the Maryland Longitudinal Data System (MLDS).
- P. Maryland State Department of Education or (MSDE or the “Department”): The unit of the Executive Branch of Maryland State government issuing the TORFP
- Q. Effective Date - The date of mutual TO Agreement execution by the parties
- R. Enterprise License Agreement (ELA) – An agreement to license the entire population of an entity (employees, on-site contractors, off-site contractors) accessing a software or service for a specified period for a specified value.
- S. Information System – A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
- T. Information Technology (IT) – All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services
- U. Key Personnel – All TO Contractor Personnel identified in the solicitation as such that are essential to the work being performed under the Task Order. See TORFP **Section 3.10**.
- V. Local Time – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times should be Local Time, even if not expressly designated as such.
- W. Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- X. Normal State Business Hours - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays.
- Y. Notice to Proceed (NTP) – A written notice from the TO Procurement Officer that work under the Task Order, project or Work Order (as applicable) is to begin as of a specified date. The NTP Date is the start date of work under the Task Order, project or Work Order. Additional NTPs may be issued by either the TO Procurement Officer or the TO Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- Z. NTP Date – The date specified in a NTP for work on Task Order, project or Work Order to begin.
- AA. Operational Data Store (ODS): A data warehouse containing de-identified data from multiple contributing partners and data sources.
- BB. Offeror – A Master Contractor that submits a Proposal in response to this TORFP.
- CC. Personally Identifiable Information (PII) – Any information about an individual maintained by the State, including (1) any information that can be used to distinguish or trace an individual identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, Education, financial, and employment information.

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- DD. P20W – This acronym stands for “Pre-Kindergarten through grade 20 (eight years past 12th grade) and the workforce.” The term is used to represent and describe data across the entire Education spectrum used to address, define, and calculate metrics and indicators such as graduation rates, program enrollment, and academic outcomes.
- EE. Protected Health Information (PHI) – Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- FF. Security Incident – A violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies, or standard security practices. “Imminent threat of violation” is a situation in which the organization has a factual basis for believing that a specific incident is about to occur.
- GG. Security or Security Measures – The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data
- HH. Sensitive Data - Means PII;PHI; other proprietary or confidential data as defined by the State, including but not limited to “personal information” under Md. Code Ann., Commercial Law § 14-3501(d) and Md. Code Ann., St. Govt. § 10-1301(c) and information not subject to disclosure under the Public Information Act, Title 4 of the General Provisions Article; and .information about an individual that (1) can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; (2) is linked or linkable to an individual, such as medical, Education, financial, and employment information
- II. Source to Target Mapping (STM) Document: An STM document contains the mapping of source system fields to the fields of a target system. This document also contains any applicable transformation rules or logic requires for transferring data from the source system to the target database columns/fields.
- JJ. Software - The object code version of computer programs licensed pursuant to this TO Agreement. Embedded code, firmware, internal code, microcode, and any other term referring to software that is necessary for proper operation is included in this definition of Software. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections. Software also includes any upgrades, updates, bug fixes, modified versions, or backup copies of the Software licensed to the State by TO Contractor or an authorized distributor.
- KK. Software as a Service (SaaS) - A software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted. For the purposes of this TORFP, the terms SaaS and PaaS are considered synonymous and the term SaaS will be used throughout this document
- LL. Solution - All Software, deliverables, services and activities necessary to fully provide and support the TORFP scope of work. This definition of Solution includes all System Documentation developed because of this TO Agreement. Also included are all Upgrades, patches, break/fix activities, enhancements and general maintenance and support of the Solution and its infrastructure.
- MM. State Longitudinal Data System (SLDS): System designed to help districts, schools, and teachers make informed, data-driven decisions to improve student learning.

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- NN. State Longitudinal Data System (SLDS) Grant Program: A program run by the United States Department of Education that provides grants to states to design, develop, and implement statewide P-20 longitudinal data systems to capture, analyze, and use student data from preschool to high school, college, and the workforce. Since it started in fiscal year 2005, the SLDS program has awarded grants worth \$265 million to 41 states and the District of Columbia.
- OO. State – The State of Maryland.
- PP. Source Code – Executable instructions for Software in its high level, human readable form that are in turn interpreted, parsed and/or compiled to be executed as part of a computing system.
- QQ. System Availability – The period of time the Solution works as required excluding non-operational periods associated with planned maintenance.
- RR. System Documentation – Those materials necessary to wholly reproduce and fully operate the most current deployed version of the Solution in a manner equivalent to the original Solution including, but not limited to:
- SS. Source Code: this includes source code created by the TO Contractor or subcontractor(s) and source code that is leveraged or extended by the TO Contractor for use in the Task Order.
- a) All associated rules, reports, forms, templates, scripts, data dictionaries and database functionality.
 - b) All associated configuration file details needed to duplicate the run time environment as deployed in the current deployed version of the system.
 - c) All associated design details, flow charts, algorithms, processes, formulas, pseudo-code, procedures, instructions, help files, programmer’s notes and other documentation.
 - d) A complete list of Third Party, open source, or commercial software components and detailed configuration notes for each component necessary to reproduce the system (e.g., operating system, relational database, and rules engine software).
 - e) All associated user instructions and/or training materials for business users and technical staff, including maintenance manuals, administrative guides and user how-to guides.
 - f) Operating procedures
- TT. Task Order (TO) – The scope of work described in this TORFP.
- UU. Technical Project Manager (TPM) – Project manager with technical background and skills responsible for the development and maintenance of the project plan as well as performing development work contained in this task order.
- VV. TO Agreement - The contract awarded to the successful Offeror pursuant to this Task Order Request for Proposals, the form of which is attached to this TORFP as **Attachment M**.
- WW. TO Contractor Personnel - Employees and agents and subcontractor employees and agents performing work at the direction of the TO Contractor under the terms of the Task Order awarded from this TORFP.

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- XX. TO Proposal – As appropriate, either or both of an Offeror’s TO Technical or TO Financial Proposal.
- YY. Technical Safeguards – The technology and the policy and procedures for its use that protect State Data and control access to it.
- ZZ. Third Party Software – Software and supporting documentation that:
- a) are owned by a third party, not by the State, the TO Contractor, or a subcontractor,
 - b) are included in, or necessary or helpful to the operation, maintenance, support or modification of the Solution; and
 - c) were specifically identified and listed as Third Party Software in the Proposal.
- AAA. Total Proposal Price - The Offeror’s total proposed price for services in response to this solicitation, included in the TO Financial Proposal with **Attachment B** – TO Financial Proposal Form, and used in the financial evaluation of Proposals (see TORFP **Section 5.5**).
- BBB. United States Department of Education (USDE): The U.S. Education Department (ED) is a department within the United States federal government that was created in 1980 by combining offices from several federal agencies. USDE has over 400 employees and a \$68 billion dollar budget.
- CCC. Establishing policies on federal financial aid for education, and distributing as well as monitoring those funds.
- DDD. Collecting data on America's schools and disseminating research.
- EEE. Focusing national attention on key Education issues.
- FFF. Prohibiting discrimination and ensuring equal access to education.
- GGG. Veteran-owned Small Business Enterprise (VSBE) – A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.

Solicitation #: R00R0600952

Appendix 2. Offeror Information Sheet

| Offeror | |
|--|--|
| Company Name | |
| Street Address | |
| City, State, Zip Code | |
| TO Contractor Federal Employer Identification Number (FEIN) | |
| TO Contractor eMM ID number | As of the date of Proposal submission, are you registered to do business with the state of Maryland? |
| SBE / MBE/ VSBE Certification | |
| SBE | Number: Expiration Date: |
| VSBE | Number: Expiration Date: |
| MBE | Number: Expiration Date: Categories to be applied to this solicitation (dual certified firms must choose only one category). |
| Offeror Primary Contact | |
| Name | |
| Title | |
| Office Telephone number (with area code) | |
| Cell Telephone number (with area code) | |
| e-mail address | |
| Authorized Offer Signatory | |
| Name | |
| Title | |
| Office Telephone number (with area code) | |
| Cell Telephone number (with area code) | |
| e-mail address | |

Appendix 3. 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 Transportation Authority with a summary of the security clearance results for all of the candidates that will be working on Task Order MICROSOFT DYNAMICS SL SOFTWARE TECHNICAL AND USER SUPPORT R00R0600952 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

Appendix 4 Labor Classification Personnel Resume Summary

INSTRUCTIONS:

1. For each resource proposed, complete one Labor Category Personnel Resume Summary. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.
2. For this TORFP,
 - A. Master Contractors shall comply with all personnel requirements defined under the Master Contract RFP 060B2490023.
 - B. 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:
 - 1) Failure to follow these instructions.
 - 2) Failure to propose a resource for each job title or labor category identified in the TORFP as a required submission.
 - 3) Failure of any proposed resource to meet minimum requirements as listed in this TORFP and in the CATS+ Master Contract.

Appendix 4A LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

CATS+ TORFP # R00R0600952

| | | | | | |
|--|----------------------------|------------|--------------------------|--|--------------|
| Proposed Individual: | Master Contractor: | | | CATS+ Labor Category: Project Manager | |
| | | | | | |
| Education: Insert the education description from the CATS+ RFP from Section 2.10 for the applicable labor category | Institution/Address | | | Degree or Certification | Dates |
| Generalized Experience: Insert the generalized experience description from the CATS+ RFP from Section 2.10 for the applicable labor category. | Start | End | Company/Job Title | Relevant Work Experience | |
| | | | | | |
| | | | | | |
| | | | | | |
| Specialized Experience: Insert the specialized experience description from the CATS+ RFP from Section 2.10 for the applicable labor category, Project Manager | | | | | |
| TORFP Additional Requirements Minimum qualifications and required certifications as defined in Section 3.7.2 of this TORFP. Provide dates in the format of MM/YY to MM/YY | | | | | |

Solicitation #: R00R0600952

CANDIDATE REFERENCES (List persons the State may contact as employment references)

| Reference Name | Job Title or Position | Organization Name | Telephone / Email |
|----------------|-----------------------|-------------------|-------------------|
| | | | |
| | | | |
| | | | |

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

TO Contractor Representative:

Proposed Individual:

Signature

Signature

Printed Name:

Printed Name

Date

Date