



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

PROJECT MANAGEMENT  
MDK12 AND MARYLAND REPORT CARD WEBSITES  
CATS TORFP PROJECT NUMBER # R00P7203853

Maryland State Department of Education  
Division of Accountability and Assessment

ISSUE DATE:  
WEDNESDAY, OCTOBER 3, 2007

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## KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services (CATS) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS RFP issued by the Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT) and subsequent Master Contract Project Number 050R5800338, including any amendments.

<b>TORFP Title:</b>	Project Management MDK12 and Report Card Websites
<b>Functional Area:</b>	<b>FA 10 – IT Management Consulting Services</b>
<b>TORFP Issue Date:</b>	Wednesday, October 3, 2007
<b>Closing Date and Time:</b>	Thursday, November 1, 2007 @ 2:00 PM
<b>TORFP Issuing Agency:</b>	Maryland State Department of Education (MSDE) Division of Accountability and Assessment (DAA)
<b>Send Questions and Proposals to:</b>	Dorothy M. Bonner, Procurement Officer dbonner@msde.state.md.us
<b>TO Procurement Officer:</b>	Dorothy M. Bonner, Procurement Officer Maryland State Department of Education 200 West Baltimore Street Baltimore, MD 21201 Telephone: 410-767-0628; Fax: 410-333-2017 email: dbonner@msde.state.md.us
<b>TO Manager:</b>	Janice Johnson, Branch Chief, Educational Accountability Maryland State Department of Education Division of Accountability and Assessment 200 West Baltimore Street, 1 <sup>st</sup> Floor Baltimore, MD 21201 Telephone: 410-767-0861 Fax: 410-333-0257 email: <a href="mailto:jjohnson@msde.state.md.us">jjohnson@msde.state.md.us</a>
<b>TO Project Numbers:</b>	Project Management - MDK12 and Report Card Websites - R00P7203853
<b>TO Type:</b>	Time and Material
<b>Period of Performance:</b>	Base Period from award to December 31, 2008 Option Year One: January 1, 2009 to December 31, 2009 Option Year Two: January 1, 2010 to December 31, 2010
<b>MBE Goal:</b>	0%
<b>Small Business Reserve (SBR)</b>	No

<b>Primary Place of Performance:</b>	Maryland State Department of Education Division of Accountability and Assessment 200 West Baltimore Street Baltimore, MD 21201
<b>State Furnished Work Site and/or Access to Equipment, Facilities or Personnel:</b>	Workspace, telephones and workstations with Internet access will be provided for the Contractor's personnel. Hours of work are 8:30 am to 5:00 pm, local time.
<b>TO Pre-Proposal Conference:</b>	Thursday, October 18, 2007 @ 10:00 AM 8 <sup>th</sup> Floor, Conference Room 8

# NOTICE TO MASTER CONTRACTORS

All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. If you have chosen not to propose to this TORFP, you must complete and email this notice to the TO Procurement Officer [cbonner@msde.state.md.us](mailto:cbonner@msde.state.md.us). If you are submitting a TO Proposal, we also ask that you take a few minutes and provide comments and suggestions regarding the enclosed TORFP.

**TORFP Titles:** Project Management – MDK12 and Report Card Websites

**TORFP No.:** R00P7203853

1. If you have responded with a "not submitting Task Order Proposal", please indicate the reason(s) below:

- Other commitments preclude our participation at this time.
- The subject of the TORFP is not something we ordinarily provide.
- We are inexperienced in the services required.
- Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- The scope of work is beyond our present capacity.
- Doing business with the State of Maryland is too complicated. (Explain in REMARKS section.)
- We cannot be competitive. (Explain in REMARKS section.)
- Time allotted for completion of a Task Order Proposal is insufficient.
- Start-up time is insufficient.
- Bonding/Insurance requirements are too restrictive. (Explain in REMARKS section.)
- TORFP requirements (other than specifications) are unreasonable or too risky.  
(Explain in REMARKS section.)
- Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- Payment schedule too slow.
- Other: \_\_\_\_\_.

2. If you have submitted a Task Order Proposal, but wish to offer suggestions or express concerns, please use the Remarks section below.

Remarks:

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Master Contractor

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Person: \_\_\_\_\_ E-mail \_\_\_\_\_

**CATS TORFP PROJECT NUMBER # R00P7203853  
PROJECT MANAGEMENT**

**PRE-PROPOSAL CONFERENCE INTENT TO ATTEND  
Print or Type**

**NAME OF COMPANY:**

**ADDRESS OF COMPANY:**

**E-Mail Address:**

**EXPECTED NUMBER OF ATTENDEES:**

**NAME OF PRIMARY CONTACT FOR**

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

Maryland State Department of Education  
Attention: Dorothy Bonner  
200 West Baltimore Street  
Baltimore, Maryland 21201

**I \_\_\_ will \_\_\_ will not attend the pre-proposal conference**

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

**\_\_\_ Too busy at this time                      \_\_\_ Not engaged in this type of work**

**\_\_\_ Site location too distant                      \_\_\_ Project too large/small (please check one)**

**\_\_\_ Other (Specify) \_\_\_\_\_**

**Signature \_\_\_\_\_ Company Name \_\_\_\_\_**

**Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_**

**E-mail Address \_\_\_\_\_ Date \_\_\_\_\_**

## SECTION 1 - ADMINISTRATIVE INFORMATION

### 1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

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. See Section 2.14 for information on change orders.

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

### 1.2 TO AGREEMENT

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

### 1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by MSDE's e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the following: CATS TORFP # R00P7203853, Project Management. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP # R00P7203853 Project Management Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP # R00P7203853 Project Management Financial". The proposal document that must be submitted with a signature, Attachment 3 – Conflict of Interest and Disclosure Affidavit must be submitted as .PDF file with signatures clearly visible. **Each Contractor shall not submit more than 1 resume under this TO Agreement.**

### 1.4 CONFLICT OF INTEREST

Each TO Contractor awarded the TO Agreement shall provide Information Technology (IT) and/or consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit and Disclosure form included as Attachment 3 to this TORFP, with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

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

### 1.5 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at DBM, 45 Calvert Street, Annapolis, Maryland. Offerors who review such documentation will be required to sign the Non-Disclosure Agreement (Offeror) form included as Attachment 8 to this TORFP. Please contact the TO Procurement Officer of this TORFP to schedule an appointment if interested.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) form included as Attachment 8.

## **1.6 LIMITATION OF LIABILITY CEILING**

- A) Pursuant to Section 28(C) of the CATS Master Contract, the limitation of liability per claim under this TORFP shall not exceed the total TO Agreement amount established.



## SECTION 2 - SCOPE OF WORK

### 2.1 PURPOSE

A) The Maryland State Department of Education (MSDE) is issuing this TORFP to acquire project management services to support the management of MSDE Accountability projects on a time-and-materials basis. These services include the provision of one project manager to manage a specified MSDE educational accountability project. This TORFP is meant to satisfy MSDE's foreseeable requirements for project management of the educational accountability project for the following period:

Base Period from award to December 31, 2008

Option Year One: January 1, 2009 to December 31, 2009

Option Year Two: January 1, 2010 to December 31, 2010

B) This task order will allow DAA to extend the project management services past the first year of award of contract with renewal options through December 31, 2010. The request and approval process for these additional future resources would follow the CATS Task Order Change Order Process as identified in Section 2.7

#### 2.1.1 REQUESTING AGENCY BACKGROUND

A) The MSDE/DAA requires a dedicated project manager for an on-going contract pertaining to the State's Accountability program. The project for which MSDE requires project management services is the MDK12 and Report Card Websites. The project is being managed by the Accountability Branch of the Division of Accountability and Assessment. This TORP is limited to project management services only.

### 2.2 PROJECT BACKGROUND

#### 2.2.1 MDK12 AND REPORT CARD WEBSITES

The MDK12 website was created to help schools analyze their State assessment data and guide them in making data-based instructional decisions that would support improved performance for all students.

The MDK12 website is designed to serve as a comprehensive tool usable by a variety of stakeholders to assist in understanding, analyzing, and making use of student achievement data.

The system is designed to serve as a tool to help educators and parents understand:

1. Maryland's School Reform Initiatives;
2. Maryland's Content Standards;
3. Maryland's Assessment Systems;
4. Maryland's School Accountability System;
5. School improvement planning tools;
6. How to use data to inform school improvement planning.

The Report Card website was first released in December, 1998. The Report Card website reports school, LEA and Statewide performance data including the annual Adequate Yearly Progress (AYP) results required by the Federal Public Law 107-110, the No Child Left Behind Act of 2001 signed into law January 2002 (NCLB). This law is intended to reform the Elementary and Secondary Education Act (ESEA),

The NCLB sets requirements and deadlines for States to expand the scope and frequency of student testing, revamp accountability systems and guarantee that every classroom is staffed by a Highly Qualified Teacher in the subject matter.

NCLB requirements also include providing information regarding demonstrable progress from year to year (Adequate Yearly Progress) in raising the percentage of students proficient in reading and mathematics, and capturing data that measures the test-score gap between advantaged and disadvantaged students.

Please see Exhibit B (separate document) for the Scope of Services the MDK12 and Report Card Websites contractor will be implementing. The Project Manager selected will be required to perform project management services for that work.

## **2.3 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES**

### **2.3.1 REQUIRED PROJECT MANAGEMENT DUTIES AND RESPONSIBILITIES**

The Contractors shall perform the following:

#### **a) Project Management Services**

1. The Contractor will provide a project manager to manage the MDK12 and Report Card Websites. The Contractors' Project Manager shall allocate 100% of their effort to managing the project.
2. The Contractors' Project Manager shall be required to perform the duties described in Attachment 9: MSDE Project Manager Duties and Responsibilities to fulfill the project requirements of the MDK12 and Report Card Websites projects.  
(see Exhibit B: MDK12 and Report Card Websites)
3. The Contractor shall be responsible for the ongoing professional development of the Contractor Project Manager assigned to MSDE. If MSDE delivers training or education for the Contractor Project Manager that is required to perform their duties for a specific project, the Contractor will provide MSDE a credit invoice for 50% of the cost of that education or training within 30 days of receipt of notification from MSDE of the completion of that education or training.
4. The Contractors' Project Manager shall work at the Maryland State Education Building on a full-time work schedule (see Section 3.1 for materials provided). The Contractors may not bill for hours worked on weekends, State holidays, or in excess of forty hours per week without prior approval from the MSDE Task Order Manager. The Contractors may bill only for hours worked, not incidental or other expenses (parking, transit, books, etc.).
5. The Contractors' Project Manager may not be replaced during the duration of this Task. The Contractors' Project Manager must be replaced at MSDE request, for any reason.
6. All projects must be managed in accordance with the following standards:
  - Maryland Systems Development Life Cycle Methodology (SDLC) (see <http://dbm.maryland.gov/communities/community.asp?UserID=2&CommunityID=226&Folder=2512|2519|2520>).
  - State of Maryland Department of Budget & Management Information Technology Security Policy and Standards (<http://www.dbm.maryland.gov/communities/community.asp?UserID=2&CommunityID=234&Folder=3025|3037>).
  - State of Maryland Department of Budget & Management Disaster Recovery Guidelines (<http://www.dbm.maryland.gov/communities/community.asp?UserID=2&CommunityID=234&Folder=3025|3039>).

### **2.3.2 CONTRACTOR EXPERTISE REQUIRED**

Individuals proposed for this TORFP shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The TO Contractors shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services. Each of the TO Contractor(s) shall effectively communicate in English both verbally and in writing (e.g. e-mail)

### 2.3.3 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractors shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology work, which may be created or changed periodically. The TO Contractors shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting work execution. These may include, but are not limited to:

- A) THE STATE’S SYSTEM DEVELOPMENT LIFE CYCLE (SDLC) METHODOLOGY AT: WWW.DBM.MARYLAND.GOV - KEYWORD: SDLC.
- B) MSDE STANDARDS AND POLICIES.
- C) ACCESS TO THE MSDE INTRANET WEBSITE.
- D) THE STATE INFORMATION TECHNOLOGY SECURITY POLICY AND STANDARDS AT: WWW.DBM.MARYLAND.GOV - KEYWORD: SECURITY POLICY.
- E) THE STATE INFORMATION TECHNOLOGY PROJECT OVERSIGHT AT: WWW.DBM.MARYLAND.GOV - KEYWORD: IT PROJECT OVERSIGHT.
- F) THE STATE OF MARYLAND ENTERPRISE ARCHITECTURE AT WWW.DBM.MARYLAND.GOV - KEYWORD: MTAF GUIDING PRINCIPLES.
- G) The Maryland State Department of Education Enterprise Data Network standards and procedures.
- H) The TO Contractors resources for this TORFP shall obtain a Criminal Justice Information System (CJIS) State and Federal criminal background check.

### 2.3.4 DELIVERABLES

This TORFP is for services only. No software or hardware to be purchased using this TORFP. Hardware and software required by the Contractors’ Project Manager shall be provided by MSDE as described in Section 3.1, and shall be returned to MSDE at their termination and/or termination of this task. The Contractor may not invoice MSDE for any hardware or software.

The TO Contractor shall be responsible for providing, on a continual basis for all assigned tasks as stated in this TORFP within the required timeframe as specified by the TO Manager.

This task order is a time and materials task order, but will require the following milestones and deliverables:

#### Milestone 1: Project Management Services Delivered

Deliverable 1-1: Project management services for MDK12 and Report Card Websites.

Criteria: Project Manager provides services consistent with Attachment 9, MSDE Project Managers Duties and Responsibilities.

Project Work Plan for the MDK12 and Report Card Websites (see 2.3.1)

#### Delivery Schedule

ID	Deliverable	Expected Completion:
A	Initial Project Work Plan (2.4.5)	Within 30 days of NTP
B	Draft of the Status Report (2.4.6)	Within 30 days of NTP
C	Draft of the Monthly Progress Report (2.4.7)	Within 30 days of NTP

### 2.3.5 Project Work Plan

The Contractors Project Manager shall be responsible for developing and updating a Project Work Plan in Microsoft Project 2003 to track project tasks, sub-tasks, and the project milestones on a bi-weekly basis. See Attachment 11 for the current Project Work Plan. The project plan must include:

- A) the task name, task duration, and resources assigned to the task, the project start and end dates, and the percentage of completion of the task and task dependencies;
- B) the project plan must be updated as necessary or requested by the State to remain current;
- C) the project plan must include work breakdown structures that comprise 40 hours of less;

### **2.3.6 STATUS REPORT**

The Contractor shall be responsible for compiling and submitting to the TO Manager, a bi-weekly status report to the TO Manager, a bi-weekly status report that summarizes the following information:

- A) Individual bi-weekly timesheets for TO Contractors 3 FTE (Full Time Employee). The information on the timesheets must match the billed hours on the invoice for the covered period.
- B) Assigned work efforts and status (completed, work-in-progress, on-hold with anticipated date of completion) and issues identified.
- C) Emergency work efforts, including any issues identified.
- D) Proposed activities for the next two weeks.
- E) An accounting report of expenditures for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting data shall include the hours worked by each of the Contractor's personnel and amount invoiced and paid-to-date.
- F) Gantt chart, updated from original to show actual progress; as applicable, explanations for variances and plan for completion on schedule.

### **2.3.7 MONTHLY PROGRESS REPORTING**

The Contractors shall submit a monthly progress report to the Agency TO Manager. The progress report and copy shall be submitted on or before the fifteenth day of the month following the reporting period and shall contain, at a minimum, the following information:

- a. Work accomplished during the reporting period;
- b. Deliverable progress, as a percentage of completion;
- c. Problem areas;
- d. Planned activities for the next reporting period;
- e. An accounting report of expenditures for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting data shall include the hours worked by each of the Contracts and Project Management Division. Additionally, the Contractors shall provide written notification to the Agency Contract Administrator, with a copy to DBM OIT Contracts and Project Management Division, when the Contractors reach 75% of the ceiling price for each component Task Order.

## **2.4 PM DUTIES, MINIMUM QUALIFICATIONS, CERTIFICATIONS**

### **2.4.1 Project Manager Duties, Minimum Qualifications and Certifications**

The Project Manager performs day-to-day management of the project, identifies issues and risks and recommends possible issue and risk mitigation strategies associated with the project. Act as a facilitator between a State agency and IT contractor. Is responsible for ensuring that work performed under the MDK12 and Report Card Websites is within scope, consistent with requirements, and delivered on time and on budget. Identifies critical paths, tasks, dates, testing, and acceptance criteria. Provides solutions to improve efficiency (e.g., reduce costs while maintaining or improving

performance levels). Monitors issues and provides resolutions for up-to-date status reports. Demonstrates excellent writing and oral communications skills.

Individuals proposed for this TORFP must possess a Bachelor's degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business other related discipline. Current Project management certification, for a minimum of five (5) years by PMI is required. This certification must be maintained during the course of this TO.

**General Experience:** At least five (5) years of experience in project management.

**Specialized Experience:** At least five (5) years project management experience in the design, development, and implementation of technology projects and demonstrated experience in a leadership role in at least three successful projects that were developed on time and on budget.

## **2.5 INVOICING**

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

Invoice payments to the TO Contractors shall be governed by the terms and conditions defined in the CATS Master Contract. Invoices for payment shall contain the TO Contractor's Federal Employer Identification Number, as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed TO Requesting Agency Acceptance of Deliverable form included as Attachment 6, is not submitted.

The TO Contractors shall submit invoices for payment upon acceptance of separately priced deliverables, on or before the 15<sup>th</sup> day of the month following receipt of the approved notice(s) of acceptance from the TO Manager. A copy of the notice(s) of acceptance shall accompany all invoices submitted for payment.

### **2.5.1 INVOICE SUBMISSION PROCEDURE**

This procedure consists of the following requirements and steps:

The invoice shall identify the MSDE/DAA as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.

The reference for employees and any subcontractor and signed Acceptance of Deliverable form included as Attachment 6, for each deliverable being invoiced submitted for payment and any supporting documents. MSDE reserves the right to return all invoices if not itemized properly. All invoices shall be issued in triplicate and submitted as follows:

Original and one copy to the: Accounts Payable Section  
Maryland State Department of Education  
200 West Baltimore Street  
Baltimore, Maryland 21201

And one copy to:  
Janice Johnson, Branch Chief, Educational Accountability  
Maryland State Department of Education  
Division of Accountability and Assessment  
200 West Baltimore Street, 1<sup>st</sup> Floor  
Baltimore, MD 21201

Invoices for final payment shall be clearly marked as "FINAL" and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

## **2.6 CHANGE ORDERS**

If the TO Contractor is required to perform additional work, or if there is a work reduction due to unforeseen scope changes, the TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO

Contractor's proposed rates in the Master Contract and SOW change. No Statement of Work (SOW) modifications shall be performed until a change order is executed by the TO Procurement Officer.

## **2.7 MITIGATION PROCEDURES**

Should an evaluation of any TO Contractor's personnel indicate poor or non-performance, the TO Manager will follow the established mitigation process, prior to requesting that the TO Contractors provide a replacement employee. The MSDE TO Manager will:

- A) Document and validate the problem.
- B) Allow the employee to take corrective measures, with scheduled re-evaluations to occur within 30 days.

### **2.7.1 WORK HOURS**

- A) Services are expected to start within 10 days of Notice to Proceed and continue, Monday through Friday, at least 35 hours a week, local time until the service hours have been expended. Total number of hours shall not exceed 40 hours per week.
- B) A flexible work schedule will be used to handle any efforts outside the core hours.
- C) At times, the TO Contractors will need to be available outside the hours of 7:00 AM – 6:00 PM. During this time an escort by MSDE staff is required.
- D) The Contractors must notify the TO Manager of any scheduled absence. Request for scheduled absences of more than three contiguous business days should occur three weeks in advance.
- E) The Contractors will supply coverage during scheduled absences of more than 4 contiguous business days, excluding weekends.
- F) The TO Manager must formally approve any deviations from the required work schedule.

## **2.8 SUBSTITUTION OF PERSONNEL**

The TO Contractor shall only propose staff available at the time of the TO Proposal and satisfy the personnel qualifications specified in the Master Contract. In addition, the TO Contractor shall abide by the substitution of personnel requirements in the Master Contract, Section 2.11.8.

## **2.9 NON-PERFORMANCE OF PERSONNEL**

In the event that MSDE DAA is dissatisfied with the TO Contractor's personnel for not performing to the specified standards specified herein, the TO Contractors personnel may be removed from the project at the TO Manager's discretion. Both parties will be in full communication as to the nature of the dissatisfaction and will utilize previous mitigation efforts included herein, see section 2.8. Replacement personnel must have qualifications at least equal to or greater than that of the non-performing person initially proposed and evaluated and accepted in the TO Agreement. The TO Manager will determine the amount of time the TO Contractors shall provide a replacement.

# **SECTION 3 – TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS**

## **3.1 REQUIRED RESPONSE**

Each Master Contractor receiving this TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal or 2) a completed Notice to Master Contractors explaining why the Master Contractor will not be submitting a proposal. Vendors who have been awarded the MDK12 and Report Card Websites contracts are precluded from submitting a response to this TORFP.

## 3.2 FORMAT

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements of this CATS TORFP. The TO Proposal shall provide the following:

### 3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE:

- A) Proposed Services
  - 1) Requirements: A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
  - 2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.
- B) Proposed Personnel
  - 1) Identify and provide one resume for the Project Manager.
  - 2) Certification that the proposed personnel meet the minimum required qualifications and possess the required certifications in Section 2.5.1.
  - 3) Complete and provide Attachment 4 – Labor Classification Personnel Resume Summary.
  - 4) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.
- C) Subcontractors
  - 1) Identify all proposed subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.
- D) Master Contractor and Subcontractor Experience and Capabilities
  - 1) Provide three examples of work assignments that the proposed personnel have completed that were similar in scope to the one defined in this TORFP. Each of the three examples must include a reference complete with the following:
    - a) Name of organization.
    - b) Name, title, and telephone number of point-of-contact for the reference.
    - c) Type and duration of contract(s) supporting the reference.
    - d) The services provided scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
    - e) Whether the proposed personnel are still providing these services and, if not, an explanation of why services are no longer provided to the client organization.
    - f) As part of its offer, each Offeror is to provide a list of all contracts with any entity of the State of Maryland that it is currently performing or which have been completed within the last 5 years. For each identified contract the Offeror is to provide:
  - 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of Contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
    - The State contracting entity
    - A brief description of the services/goods provided
    - The dollar value of the contract
    - The term of the contract
    - The State employee contact person (name, title, telephone number and if possible e-mail address)

- Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

Information obtained regarding the offeror's level of performance on State contracts will be considered as part of the experience and past performance evaluation criteria of the RFP.

E) State Assistance

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

F) Confidentiality

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

**3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE:**

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based.
- B) Completed Financial Proposal - Attachment 1 including:

The Master Contractor should indicate on Attachment 1 the appropriate Labor Category being proposed, and the Fixed Hourly Labor Category Rate. Proposed rates are not to exceed the rates defined in the Master Contract.

## **SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT**

### **4.1 EVALUATION CRITERIA**

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

### **4.2 TECHNICAL CRITERIA**

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



- The experience and certification required in Section 2.3 of the Master Contractor’s proposed personnel.
- The Master Contractor’s understanding of the work to be accomplished.
- Experience performing the duties and responsibilities specified, experience, certifications, and education as described herein, of the Master Contractor’s proposed personnel.
- Experience of the Master’s Contractor’s proposed personnel performing the duties and responsibilities required in Sections 2.2 through 2.4.7.

### **4.3 SELECTION PROCEDURES**

- 4.3.1 Proposed personnel will be assessed for compliance with the minimum qualifications as outlined in this TORFP. Master Contractor’s proposing personnel who fail to meet the minimum qualifications will be disqualified and their proposal eliminated from further consideration.
- 4.3.2 TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- 4.3.3 The State will conduct interviews with all personnel proposed in each TO Proposal that meets minimum qualifications.
- 4.3.4 Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- 4.3.5 The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit has greater weight than price.

### **4.4 COMMENCEMENT OF WORK UNDER TASK ORDER AGREEMENT**

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, Purchase Order and by a Notice to Proceed authorized by the TO Procurement Officer.

**ATTACHMENT 1 - PRICE PROPOSAL**

**MDK12 and Report Card Websites  
PROJECT MANAGER**

**PRICE PROPOSAL (TIME AND MATERIALS) FOR TORFP # R00P7203853  
LABOR CATEGORIES**

Labor Categories for each proposed resource	A	B	C
	Hourly Labor Rate	Total Class Hours	Total Proposed TORFP Price
<b>Base Period from award to December 31, 2008</b>	\$	2080	\$
<b>Option Year 1</b>	\$	2080	\$
<b>Option Year 2</b>	\$	2080	
<b>Total Evaluated Price</b>			\$

\_\_\_\_\_  
Authorized Individual Name

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

Title

Company Tax ID #

Signature

Fax number

Email Address

\* The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower.

Submit AS A .PDF FILE with the FINANCIAL Response

## ATTACHMENT 2 - TASK ORDER AGREEMENT

CATS TORFP # \_\_\_\_\_ OF MASTER CONTRACT #050R5800338

This Task Order Agreement (“TO Agreement”) is made this \_\_\_ day of MONTH, 2006 by and between the Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, Department of Budget and Management (DBM).

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
  - a. “CATS TORFP” means the Task Order Request for Proposals # \_\_\_\_\_ and/or dated XXXXXXXXXX, including any addenda.
  - b. “Master Contract” means the CATS Master Contract between DBM and the Master Contractor dated December 19, 2005.
  - c. “SBR Master Contractor” means Master Contractor for purposes of this TORFP.
  - d. “TO Procurement Officer” means Albert Annan. DBM may change the TO Procurement Officer at any time by written notice to the TO Contractor.
  - e. “TO Agreement” means this signed TO Agreement between DBMTO and TO Contractor.
  - f. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_ and whose principal office in Maryland is \_\_\_\_\_.
  - g. “TO Manager” means Janice Johnson of MSDE. MSDE may change the TO Manager at any time by written notice to the TO Contractor.
  - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated MONTH DAY, YEAR of TO Proposal – Technical.
  - i. “TO Proposal – Financial” means the Task Order Contractor’s financial response to the CATS TORFP dated MONTH DAY, YEAR of TO Proposal - Financial.
  - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
  - k. “TO Requesting Agency” means the Department of Budget and Management, as identified in the CATS TORFP.

### Scope of Work

- 1.1 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.
- 1.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 - Scope of Work of the CATS TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
  - a. The TO Agreement,
  - b. Exhibit A – CATS TORFP;

- c. Exhibit B – TO Proposal-Technical; and
  - d. Exhibit C – TO Proposal-Financial.
- 1.3 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.

#### Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS TORFP upon receipt of a NTP from the TO Manager. The term of this TO Agreement is for a period of insert time for performance, commencing on the date of NTP and terminating on **MONTH DAY, YEAR**.

#### Consideration and Payment

- 1.4 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS TORFP and shall not exceed the total dollar amount of task order. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment. See Section 2.9 Change Orders of the TORFP.
- 1.5 Payments to the TO Contractor shall be made as outlined Section 2 - Scope of Work of the CATS TORFP, but no later than thirty (30) days after the TO Requesting Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the TO Requesting Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 1.6 Each invoice for services rendered must include the TO Contractor's Federal Employer Identification Number. 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 TO Manager unless otherwise specified herein.
- 1.7 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

TO Contractor Name

\_\_\_\_\_  
By: Type or Print TO Contractor POC

\_\_\_\_\_  
Date

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

STATE OF MARYLAND, TO Requesting Agency

\_\_\_\_\_  
By: TO Procurement Officer

\_\_\_\_\_  
Date

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

**ATTACHMENT 3 - CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

"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.

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

The Offeror warrants that, except as disclosed in Section 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.

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 as necessary):

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 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 TO Agreement has been awarded and performance of the TO Agreement 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 WITH THE TECHNICAL RESPONSE.**

## **ATTACHMENT 4 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY**

### **INSTRUCTIONS:**

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.

Only labor classifications proposed in the Master Contractors Technical proposal may be proposed under the CATS TORFP process.

For each person proposed in any of the labor classifications, complete one Labor Classification Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.

For example: If you propose John Smith who is your subcontractor and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as three months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement.

Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.

For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.

Additional information may be attached to each Labor Classification Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

**ATTACHMENT 4 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY  
(CONTINUED)**

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
<b>LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)</b>	
Education: (Insert the education description from the CATS RFP from Section 2.12 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS RFP from Section 2.12 for the applicable labor category.)	
Duties: (Insert the duties description from the CATS RFP from Section 2.12 for the applicable labor category.)	

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

**Master Contractor's Contract Administrator:**

B) \_\_\_\_\_  
 Signature Date

**Proposed Individual:**

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

**SUBMIT WITH THE TECHNICAL THE RESPONSE.**



## **ATTACHMENT 5 - DIRECTIONS TO THE PRE-TO PROPOSAL CONFERENCE**

The Pre-Proposal Conference will be held:

10:00 AM

Maryland State Department of Education  
Nancy S. Grasmick Education Building  
8<sup>th</sup> Floor, Conference Room 8  
200 West Baltimore Street  
Baltimore, MD 21201

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

95 to Exit 53 – “Route 395 North/Downtown”. On 395, take exit “Downtown/Inner Harbor”, which is the left lane. Stay in left lane. “Downtown/Inner Harbor” exit becomes Howard Street. Cross Conway, Camden, and Pratt Streets. After Pratt, get in the right lane. Cross Lombard Street, turn right at next light which is Baltimore Street. You can turn right from both lanes, but the left lane of Howard Street puts you into the left lane of Baltimore Street and gives easy access to the parking lot, and directly across from the 1st Mariners Arena (Formerly the Baltimore Arena).

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

95 South to Baltimore. Pass the exits to 695 – Baltimore Beltway. As soon as you pass the 695 exits, get in the right two lanes. Stay to the right and follow signs to 95 South/Ft. McHenry Tunnel. (The left two lanes go to 895 and the “old” Harbor Tunnel.) When you exit the Ft. McHenry tunnel stay on the right and take the first exit – 395/Baltimore/Downtown. On the exit ramp you should begin to move to the left and continue to follow the signs that say “Downtown/Inner Harbor”. “Downtown/Inner Harbor” exit becomes Howard Street. Cross Conway, Camden, and Pratt Streets. After Pratt, get in the right lane. Cross Lombard Street, turn right at next light which is Baltimore Street. You can turn right from both lanes, but the left lane of Howard Street puts you into the left lane of Baltimore Street and gives easy access to the parking lot next to the building. MSDE is in the middle of the block, on the left, right next to the parking lot, and directly across from the 1st Mariners Arena (formerly the Baltimore Arena).

### **From Annapolis – Route 50**

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

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

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

**ATTACHMENT 6 - ACCEPTANCE OF DELIVERABLE FORM**

Agency Name: Maryland State Department of Education

TORFP Title: **MDK12 AND MARYLAND REPORT CARD WEBSITES**

TO Manager: Janice Johnson, Branch Chief, Accountability

**To: TO Contractor's Contract Manager**

The following deliverable, as required by TO Agreement # \_\_\_\_\_, has been received and reviewed in accordance with the TORFP.

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

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

**2. Deliverable Reference ID #** \_\_\_\_\_

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

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

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

**ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.11 OF THE TORFP.**

## ATTACHMENT 7 - NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non-Disclosure Agreement (the "Agreement") is made this \_\_\_ day of \_\_\_\_\_ 200\_, by and between \_\_\_\_\_ (hereinafter referred to as "the OFFEROR") and the State of Maryland (hereinafter referred to as "the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP #\_\_\_\_\_ for TORFP Project \_\_\_\_\_. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to \_\_\_\_\_. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in Section 1.7 Non-Disclosure Agreement of the TORFP, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7 Non-Disclosure Agreement of the TORFP, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Susan S. Woomer (TO Procurement Officer) Department of Budget and Management on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.

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

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

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

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

**SUBMIT AS REQUIRED IN SECTION 1.6 (NON-DISCLOSURE AGREEMENT OF THE TORFP.)**

## ATTACHMENT 8 - NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

This Non-Disclosure Agreement (the "Agreement") is made as of this \_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the State of Maryland ("the State"), acting by and through its Department of Budget and Management (the "Department"), and \_\_\_\_\_ ("TO Contractor"), a corporation with its principal business office located at \_\_\_\_\_ and its principal office in Maryland located at \_\_\_\_\_.

### RECITALS

**WHEREAS**, the TO Contractor has been awarded a Task Order Agreement (the "TO Agreement") for IV&V \_\_\_\_\_ (Assessment Name) TORFP # \_\_\_\_\_ dated \_\_\_\_\_, (the "TORFP" issued under the CATS procurement issued by the Department, Project Number 050R5800338; and

**WHEREAS**, in order for the TO Contractor to perform the work required under the TO Agreement, it will be necessary for the State to provide the TO Contractor and the TO Contractor's employees and agents (collectively the "TO Contractor's Personnel") with access to certain confidential information regarding \_\_\_\_\_ (the "Confidential Information").

**NOW, THEREFORE**, in consideration of being given access to the Confidential Information in connection with the TORFP and the TO Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

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

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

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

**Department of Budget and Management:**

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

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

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

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

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

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

**SUBMIT AS REQUIRED IN SECTION 1.6 NON-DISCLOSURE AGREEMENT OF THE TORFP.**

# **ATTACHMENT 9 - PROJECT MANAGER**

## **MSDE/DAA Project Manager Duties and Responsibilities**

The following describe the major duties and responsibilities to be performed by individuals charged with managing technology projects for the Maryland State Department of Education:

### **Planning**

1. Become completely familiar with all contract documents
2. Develop and communicate the basic plan for executing and controlling the project
3. Prepare and communicate project procedures
4. Prepare the project budget
5. Prepare the project schedule
6. Prepare plans for accepting deliverables
7. Prepare a project charter
8. Prepare a risk management plan
9. Prepare a change control plan to track and control project change proposals

### **Organizing**

10. Develop project organization chart and contact list
11. Develop project role and responsibility descriptions
12. Organize MSDE resources to ensure their availability as committed.
13. Organize (and generate as necessary) project documentation to ensure an accurate record of project events and availability of project deliverables and controlling documents.

### **Directing**

14. Direct the work of MSDE resources to meet contractual obligations
15. Develop and maintain a system for project decision making
16. Foster and develop a spirit of teamwork
17. Assist in resolving project problems and conflicts
18. Minimize problem occurrence by maintaining current knowledge of project status and avoiding potential issues
19. Record and track issues as they arise and direct the development of issue action plans and task assignments to ensure the issues are resolved.

### **Controlling**

20. Monitor project activities for compliance with project purpose, philosophy, and existing standards or policy.
21. Interpret, communicate, and require compliance with the contract, the approved plan, project procedures, and MSDE directives.
22. Monitor project activities for conformity to contract scope provisions. Establish change control process to evaluate and communicate scope changes.
23. Ensure that plans for controlling and reporting costs, schedule, and quality are executed.
24. Maintain effective communication with the customer and all project resources.
25. Schedule and attend all project meetings.
26. Submit bi-monthly reports on tasks begun, tasks complete, and tasks behind schedule.
27. Meet weekly with the MSDE TO Manager.

# ATTACHMENT 10 - ACKNOWLEDGEMENT

## Acknowledgement of Engagement Limits

A) I affirm that as an official of (company) \_\_\_\_\_, that I acknowledge that acceptance of this task order will limit my company's ability to perform IT services for the Maryland State Department of Education during the term of this task to only providing project management or other IT consulting services not related to the development of requirements or specifications for IT systems. I understand my company will not be eligible to bid on task orders or contracts for IT services involving the development of requirements or specifications for IT systems or for IT system design, development, or maintenance services for the Maryland State Department of Education while engaged on this task order.

B)

C) \_\_\_\_\_

Contractor Signature

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

Name, Title and Phone Number

\_\_\_\_\_  
Date



# **ATTACHMENT 11 - PROJECT WORK PLAN**

**(SEPARATE DOCUMENT)**

**EXHIBIT A – ACCESS TO CONFIDENTIAL INFORMATION**

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

Printed Name and Address  
of Employee or Agent

Signature

Date

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