

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

**PBX III PURCHASE ORDER REQUEST FOR PROPOSAL (PORFP)
WRITER**

CATS+ TORFP #F50B4400027



Department of Information Technology (DoIT)

Issue Date: January 30, 2014

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KEY INFORMATION SUMMARY SHEET

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

| | |
|----------------------------------|--------------------------------------------------------------------------------------------|
| TORFP Title: | PBX III PORFP Writer |
| TO Project Number (TORFP #): | F50B4400027 |
| Functional Area: | Functional Area 17 – Documentation/Technical Writing |
| TORFP Issue Date: | 01/30/2014 |
| Questions Due Date and Time: | 02/12/2014 at 02:00 PM Local Time |
| Closing Date and Time: | 02/24/2014 at 02:00 PM Local Time |
| TORFP Requesting Agency: | Department of Information Technology (DoIT) |
| Send Questions and Proposals to: | Dale Eutsler Dale.Eutsler@Maryland.gov |
| TO Procurement Officer: | Dale Eutsler Office Phone Number: 410-260-7863 Office Fax Number: 410-974-5615 |
| TO Manager: | Alan Sabol Office Phone Number: 410-260-7970 e-mail address: Alan.Sabol@Maryland.gov |
| TO Type: | Time and Materials |
| Period of Performance: | Three (3) years with two (2) one year options at the State's discretion |
| MBE Goal: | 0 % |
| VSBE Goal: | 0% |
| Small Business Reserve (SBR): | No |
| Primary Place of Performance: | 45 Calvert Street Annapolis MD 21401 |
| TO Pre-proposal Conference: | A Pre-proposal conference will not be held. |

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT

In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS+ RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments.

All times specified in this document are local time, defined as Eastern Standard Time or Eastern Daylight Time, whichever is in effect.

1.2 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the TO:

- **TO Procurement Officer** – The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement.
- **TO Manager** - The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administrative functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS+ Master Contract.

The TO Manager will assign tasks to the personnel provided under this TORFP and will track and monitor the work being performed through the monthly accounting of hours deliverable for work types; actual work produced will be reconciled with the hours reported.

- **TO Contractor** – The CATS+ Master Contractor awarded the TO Agreement. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- **TO Contractor Manager** - TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolve any issues that may arise pertaining to the TO Contractor support personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.
- **TO Support Personnel** – Any resource provided by the TO Contractor in support of this TORFP over the course of the TORFP period of performance.
- **Proposed Personnel** – Any individual named in the TO Proposal by the Master Contractor to perform work under the scope of this TORFP.

1.3 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific TO Agreement, Attachment 3, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal.

1.4 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail inbox.

1.5 ORAL PRESENTATIONS/INTERVIEWS

All Master Contractors submitting a proposal (Offerors) and proposed staff will be required to make an oral presentation to State representatives in the form of interviews. Significant representations made by a Master Contractor during the oral presentation shall be submitted in writing. All such representations will become part of the Offeror's proposal and are binding on the selected Master Contractor. The Procurement Officer will notify Offerors of the time and place of interviews. In the event that more than ten (10) technically qualified TO Proposals are received, DoIT may utilize a down select procedure per Section 4.3.

Interviews, which are a type of oral presentation, will be performed in person for all Offerors meeting minimum qualifications. All candidates shall be interviewed in substantially the same manner.

1.6 QUESTIONS

All questions must be submitted via email to the TO Procurement Officer no later than the date and time indicated in the Key Information Summary Sheet. Answers applicable to all Master Contractors will be distributed to all Master Contractors who are known to have received a copy of the TORFP.

Answers can be considered final and binding only when they have been answered in writing by the State.

1.7 TO PRE-PROPOSAL CONFERENCE

A pre-proposal conference will not be held for this TORFP.

1.8 CONFLICT OF INTEREST

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

By submitting a Conflict of Interest Affidavit and Disclosure, the Master Contractor shall be construed as certifying all personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.

1.9 LIMITATION OF LIABILITY

The TO Contractor's liability is limited in accordance with Section 27 of the CATS+ Master Contract. TO Contractor's liability for this TORFP is limited to one (1) time the total TO Agreement amount.

1.10 CHANGE ORDERS

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

1.11 TRAVEL REIMBURSEMENT

Expenses for travel and other costs shall not be reimbursed.

1.12 MINORITY BUSINESS ENTERPRISE (MBE)

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

1.13 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)

This TORFP has a VSBE goal as stated in the Key Information Summary Sheet above.

1.14 NON-DISCLOSURE AGREEMENT

1.14.1 NON-DISCLOSURE AGREEMENT (OFFEROR)

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

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

1.14.2 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

Certain system 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 a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 11.

1.15 LIVING WAGE

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

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

1.16 IRANIAN NON-INVESTMENT

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

1.17 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

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

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

1.18 MERCURY AND PRODUCTS THAT CONTAIN MERCURY

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

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SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

DoIT is issuing this CATS+ TORFP in order to obtain appropriately skilled and experienced telecommunications professionals. The goal is to assist agencies in the gathering of required specifications and the creation of Purchase Order Request for Proposals (PORFPs) that will be issued to Master Contractors to procure telecommunications equipment, maintenance and services.

Responses to this TORFP shall contain exactly **one (1) named** resource for a Technical Writer/Editor, for a maximum of one (1) will be obtained to meet the requirements of the TO.

DoIT intends to award this Task Order to one (1) Master Contractor that proposes the best named resource and that satisfies the TO requirements.

Please note that the Offeror awarded this Contract may NOT submit proposal(s) in response to the resulting PORFPs.

2.2 REQUESTING AGENCY BACKGROUND

DoIT is responsible for the State's telecommunications platform at multi-agency locations and for managing several of the DoIT Telecom Contracts, to ensure State agencies and Master Contractors adhere to the terms defined in the various contracts.

2.3 PROJECT BACKGROUND

The new PBX III contract was issued in March of 2011 to replace the existing PBX I and II contracts, which were sole awardee contracts. The PBX III contract has multiple awardees, and resulted in a new process that requires agencies to issue PORFPs to all qualified Master Contractors. State agencies utilize Telecom Coordinators, each with different levels of telecommunications expertise in the PORFP development process. This project is intended to procure the services of a Technical Writer/Editor to assist Telecom Coordinators and procurement personnel in the preparation of the PORFPs and the award package documentation for purchases made using the PBX III contract.

2.4 PROFESSIONAL DEVELOPMENT

The TO Contractor shall ensure continuing education opportunities for the personnel provided to support this TORFP. Further, any IT services personnel obtained under this TORFP shall maintain any required professional certifications for the duration of the resulting TO.

Actual course costs, travel, and related expenses are the responsibility of the TO Contractor. Eligible continuing education shall be associated with technologies currently used or anticipated for use by DoIT in the near future.

2.5 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

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

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

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

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

2.6 REQUIREMENTS

Work to be performed by the TO Contractor personnel shall be at the direction of DoIT, encompassing a broad range of responsibilities, activities, and work product associated with the PBX III PORFP creation and tracking, and any transition duties that may be necessary. The TO Contractor personnel shall be responsible for performing duties as identified below, plus other duties as assigned by the TO Manager within the general scope of this TORFP.

These duties may be for a fixed or not-to-exceed number of hours per day / week / month under the TO. TO Contractor task responsibilities shall include but not be limited to:

| ID # | Requirements | Associated Deliverable ID# from Section 2.8.4 below as applicable |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|
| 2.6.1 | Author, review and assist with awards of PORFPs. <ul style="list-style-type: none"> • Assist agencies with PORFP questions. • Author PORFPs and make edits as required to meet agency needs, which include but are not limited to editing written material for clarity, flow, proper English and unobtrusive grammar. • Review agency requirements, and assist with PORFP development as needed. • Author and review the PORFP documentation prior to issuance. | <i>Deliverable 2.8.4.1 - PORFPs</i> |
| 2.6.2 | Ensure the award package documentation is compliant with current audit policies notify the agency when it is appropriate to proceed with PO issuance. | <i>Deliverable 2.8.4.2 – Award Packets</i> |
| 2.6.3 | Modify and maintain PORFP Templates. Maintain and update existing PORFP templates and create any necessary new templates, by working with all necessary stakeholders. | <i>Deliverable 2.8.4.3 – PORFP Templates</i> |

| | | |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|
| 2.6.4 | <p>Manage Manufacturer Letters of Authorization, which allow a Master Contractor to add manufacturers to its offerings:</p> <ul style="list-style-type: none"> • Review all Letters of Authorization from the manufacturer to ensure all requirements of the RFP are met • Ensure all approved Letters of Authorization on the LOA Update Spreadsheet are updated • Update the PBX III Master Contract Contact List on the PBX III webpage | <i>Deliverable 2.8.4.4 – Letter of Authorization Updates</i> |
| 2.6.5 | <p>Maintain PORFP Tracking Logs in MS Excel.</p> <ul style="list-style-type: none"> • Daily PORFP Tracking Log. Monitor the PBX III incoming mailbox daily and input new requests into the PORFPs tracking log daily. Update the tracking log as the PORFP status changes. • Awarded PORFPs by Vendor Log identifies what PORFPs have been issued on a vendor by vendor basis. | <i>Deliverable 2.8.4.5 – Maintain Tracking Logs</i> |
| 2.6.6 | <p>Archive PORFP Documents. Move approved PORFPs from the work in progress location to the archive location every six (6) months.</p> | |

2.6.7 SERVICE LEVEL AGREEMENT (SLA)

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.6.8 BACKUP / DISASTER RECOVERY

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.6.9 REQUIREMENTS FOR HARDWARE, SOFTWARE, AND MATERIALS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.7 PERFORMANCE AND PERSONNEL

2.7.1 WORK HOURS

- Business Hours Support: The TO Contractor's named resource shall support core business hours (8:30 AM to 5:00 PM), Monday through Friday except for State holidays, Service Reduction days, and Furlough days observed by DoIT. TO Contractor personnel may also be required to provide occasional support outside of core business hours, including evenings, overnight, and weekends, to support specific efforts and emergencies to resolve system repair or restoration.
- State-Mandated Service Reduction Days: TO Contractor personnel shall be required to participate in State-mandated Service Reduction Days as well as State Furlough Days, if any. In this event, the TO Contractor will be notified in writing by the TO Manager of these details.

- **Minimum and Maximum Hours:** Full-time TO Contractor personnel shall work a minimum of 40 hours per week with starting and ending times as approved by the TO Manager. A flexible work schedule may be used with TO Manager approval, including time to support any efforts outside core business hours. TO Contractor personnel may also be requested to restrict the number of hours TO Contractor personnel can work within a given period of time that may result in less than an eight hour day or less than a 40 hour work week.
- **Vacation Hours:** Requests for leave shall be submitted to the TO Manager at least two weeks in advance. The TO Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.

2.7.2 PERFORMANCE EVALUATION

TO Contractor personnel will be evaluated by the TO Manager on a monthly basis for assignments performed during that period. The TO Manager shall evaluate performance of each TO Contractor resource using the established performance evaluation form (PEF) included as Attachment 18.

2.7.3 PERFORMANCE ISSUE MITIGATION

At any time during the TO period of performance, should the performance of a TO Contractor resource be rated “unsatisfactory” as documented in the performance evaluation, DoIT will pursue the following mitigation procedures prior to requesting a replacement employee:

- A) The TO Manager shall document performance issues and give written notice to the TO Contractor, clearly describing problems and delineating remediation requirement(s).
- B) The TO Contractor shall respond with a written remediation plan within three business days and implement the plan immediately upon written acceptance by the TO Manager.
- C) Should performance issues persist, the TO Manager may give written notice or request the immediate removal of person(s) whose performance is at issue, and determine whether a substitution is required.

2.7.4 SUBSTITUTION OF PERSONNEL AFTER AWARD

The substitution of personnel procedure is as follows:

- A) The TO Contractor may not substitute personnel without the prior approval of the TO Manager.
- B) To replace any personnel, the TO Contractor shall submit resumes of the proposed personnel specifying their intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.
- C) The TO Manager shall have the option to interview proposed substitute personnel and may require that such interviews be in person. The TO Manager shall notify the TO Contractor of acceptance or denial of any requested substitution. If no acceptable substitute personnel is proposed within the time frame established by the TO Manager, the TO Contract will be cancelled.

2.7.5 PREMISES AND OPERATIONAL SECURITY

DoIT reserves the right to perform background checks on TO Contractor personnel and may disqualify any TO Contractor personnel whose background checks suggest conduct, involvements, and/or

associations that DoIT determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this TORFP. Further, the TO Contractor personnel may be subject to random security checks during entry and leaving State secured areas. The State reserves the right to require TO Contractor personnel to be accompanied while in secured premises.

The TO Contractor personnel shall, while on State premises, display their State issued identification cards without exception. The TO Contractor shall require its employees to follow the State of Maryland Information Technology Security Policy and Standards throughout the term of the Contract. 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 resulting Contract. The TO Contractor shall remove any employee from working on the resulting TO Agreement where the State of Maryland determines that said employee has not adhered to the security requirements specified herein. The cost of complying with all security requirements specified herein shall be the sole responsibility and obligation of the TO Contractor.

2.8 DELIVERABLES

Offerors shall provide personnel with skills and knowledge sufficient to complete all duties and responsibilities described in Section 2.6, who create, update, and maintain high quality deliverables as described in Section 2.8.2.

Proposals shall demonstrate that Offerors can provide such personnel from in-house and/or through strategic alliances with other firms as named in Offeror proposals.

2.8.1 MINIMUM DELIVERABLE QUALITY

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

Each deliverable shall meet, and be evaluated for, the following minimum acceptance criteria:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) In each section of the deliverable, include only information relevant to that section of the deliverable.
- E) Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
- F) Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
- G) Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.

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

2.8.2 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

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 |
|---------|---------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| 2.8.2.1 | Writing Services | Encompasses all of the duties and responsibilities in Section 2.6 above and culminates in the overall effective execution of the TORFP. Acceptance of this deliverable is based on the quality of other deliverables described in this section, plus monthly PEFs. | Daily tasks |
| 2.8.2.2 | Author and Review PORFPs | Author or assist with authoring accurate PORFPs that meet the agency's needs, including but not limited to, clarity, flow, proper English and unobtrusive grammar. | As required by the workflow process |
| 2.8.2.3 | Award Packets | Assemble and ensure all documentation needed for the award process is present and compliant with current audit policies when appropriate to issue PO. | As required by the workflow process. |
| 2.8.2.4 | PORFP Templates | Correctly updated or newly created PORFP Templates, in conjunction with the TO Manager. | As directed by TO Manager |
| 2.8.2.5 | Letter of Authorization Updates | Updated Letters of Authorization are reviewed to ensure all requirements of the RFP are met, updated the LOA Updated Spreadsheet with all approved Letters or Authorization and updated PBX III Master Contract Contact list on the PBX webpage. | As required by the workflow process. |
| 2.8.2.6 | Maintain PORFP Tracking Logs | Updated Daily PORFP PBX III Log with new requests and status changes Updated PORFPs by Vendor Log with which PORFPs have been used on a vendor by vendor basis | As required by the workflow process. |

2.9 MINIMUM QUALIFICATIONS

2.9.1 OFFEROR'S PERSONNEL MINIMUM QUALIFICATIONS

Only those Master Contractors proposing personnel that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation.

The proposed Technical Writer/Editor shall meet the minimum qualification established in the CATS+ Master Contractor for the Labor Category Technical Writer/Editor:

- Have five (5) years of sales or operations experience in Telecommunications, with at least three (3) years of experience with two (2) of the following telephony systems: traditional PBX, VoIP PBX, ACD, and Voice Mail systems.
- Have five (5) years establishing functional requirements for telecommunications systems experience.
- Have three (3) years creating RFPs or similar procurement documents, or as a technical writer in the telecommunications field experience.

2.10 RETAINAGE

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.11 INVOICING

Invoicing shall be submitted monthly. All invoices shall reflect costs for hours worked during the month and shall be accompanied by a signed PEF. Payment of invoices will be withheld if a signed PEF is not submitted.

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

2.11.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) A proper invoice shall identify “DoIT” as the recipient and contain the following information: date of invoice, TO Agreement number, period of performance covered by the invoice, a total invoice amount, and a TO Contractor point of contact with telephone number. Also include for each person covered by the invoice the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount. Each invoice shall also include a copy of all accepted time sheets for the invoice period and a signed copy of the PEF.
- B) The TO Contractor shall email the original of each invoice to DoIT at the following email address: Doitfiscal.invoiceservice@maryland.gov, with a copy to the TO Manager.
- C) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.12 TIME SHEET SUBMISSION AND ACCEPTANCE

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

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

- A) Title: “Time Sheet for PBX III PORFP Writer”
- B) Issuing company name, address, and telephone number

- C) For each employee /resource:
- a) Employee / resource name
 - b) For each Period ending date, e.g., “Period Ending: mm/dd/yyyy” (Periods run 1st through 15th and 16th through last day of the month.
 - (1) Tasks completed that Period and the associated deliverable names and ID#s
 - (2) Number of hours worked each day
 - (3) Total number of hours worked that Period
 - (4) Period variance above or below 40 hours
 - (5) Annual number of hours planned under the TO
 - (6) Annual number of hours worked to date
 - (7) Balance of hours remaining
 - (8) Annual variance to date (Sum of periodic variances)

D) Signature and date lines for the TO Manager

Time sheets shall be submitted to the TO Manager for approval by signature. TO Manager acceptance of timesheets shall acknowledge the accuracy of the time reported.

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SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

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

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

3.2 SUBMISSION

The TO Proposal shall be submitted via two e-mails, each not to exceed 25 MB.

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

- Subject line “CATS+ TORFP # F50B4400027 Technical” plus the Master Contractor Name
- One attachment labeled “TORFP F50B4400027 Technical - Attachments” containing all Technical Proposal Attachments (see Section 3.3 below), signed and in PDF format.
- One attachment labeled “TORFP F50B4400027 Technical – Proposal” in Microsoft Word format (2007 or later).

The TO Financial Proposal shall be contained in one email, with one attachment. This email shall include:

- Subject line “CATS+ TORFP # F50B4400027 Financial” plus the Master Contractor Name
- One attachment labeled “TORFP F50B4400027 Financial” containing the Financial Proposal contents, signed and in PDF format.

3.3 SUMMARY OF ATTACHMENTS

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

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

- Attachment 4 – Conflict of Interest Affidavit and Disclosure - Signed PDF
- Attachment 5 and Attachment 5A- Labor Classification Personnel Resume Summary (Forms LC1 and TM1) - Signed PDF
- Attachment 13 – Living Wage Affidavit of Agreement - Signed PDF
- Attachment 16 - Certification Regarding Investments in Iran - Signed PDF

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

- Attachment 1 Price Proposal – Signed PDF

3.4 PROPOSAL FORMAT

A TO Proposal shall contain the following sections in order:

3.4.1 TO TECHNICAL PROPOSAL

A) Proposed Services

- 1) Executive Summary: A one-page summary describing the Offeror's understanding of the TORFP scope of work (Section 2) and proposed solution.
- 2) Proposed Solution: A more detailed description of the Offeror's understanding of the TORFP scope of work, proposed methodology and solution. The proposed solution shall be organized to exactly match the requirements outlined in Section 2.
- 3) Assumptions: A description of any assumptions formed by the Offeror in developing the Technical Proposal. Master Contractors should avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.
- 4) Tools the Offeror owns and proposes for use to meet any requirements in Section 2.

B) Proposed Personnel and TORFP Staffing

Offerors shall propose exactly **one (1) resource** in response to this TORFP.

- 1) Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary for the proposed resource (forms LC1 and TM1). The information should show:
 - a) In Form LC1 - The proposed person's skills and experience as they relate to the Offeror's proposed solution and Section 2 – Scope of Work.
 - b) In Form TM1 – List how the proposed person's background meets all minimum personnel requirements listed in this TORFP and the CATS+ Master Contract for the relevant labor category.
- 2) Provide three (3) references for the proposed personnel containing the information listed in Attachment, Form LC1 section A.
- 3) Provide the names and titles of the Offeror's management staff who will supervise the personnel and quality of services rendered under the TO Agreement.

C) MBE, SBE Participation and VSBE Participation

NO MBE, SBE, or VSBE forms are required for this TORFP.

D) Subcontractors

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

E) Offeror and Subcontractor Experience and Capabilities

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

- b) Point of contact name, title, email and telephone number (point of contact shall be accessible and knowledgeable regarding experience).
 - c) Services provided as they relate to Section 2 - Scope of Work.
 - d) Start and end dates for each example engagement or contract.
 - e) Current Master Contractor team personnel who participated on the engagement.
 - f) If the Master Contractor is no longer providing the services, explain why not.
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland.

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

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

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

F) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

G) Confidentiality

An Offeror 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. Offerors 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 must be disclosed.

3.4.2 TO FINANCIAL PROPOSAL

- A) A description of any assumptions on which the Offeror's TO Financial Proposal is based (assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal).

- B) Attachment 1– Price Proposal, completed in .PDF format with all proposed labor categories including all rates fully loaded. Offerors shall list all proposed resources by approved CATS+ labor categories in the price proposal. Prices shall be valid for 120 days.
- C) To be responsive to this TORFP, the Price Proposal (Attachment 1) shall provide labor rates for all labor categories. Proposed rates are not to exceed the rates defined in the Master Contract for the Master Contract year(s) in effect at the time of the TO Proposal due date.

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SECTION 4 - TASK ORDER AWARD PROCESS

4.1 OVERVIEW

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

4.2 TO PROPOSAL EVALUATION CRITERIA

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

- A) Length and relevance of named resource's experience. Relevance will be determined by the alignment of experience with the services requested in Section 2.8.
- B) Knowledge of the telecommunications equipment/networks as determined by the interview.
- C) The capability of the proposed resources to perform the required tasks and produce the required deliverables in the TORFP Scope of Work – Section 2.
- D) The Master Contractor's overall understanding of the TORFP Scope of Work – Section 2. Level of understanding will be determined by the quality and accuracy of the technical proposal in adherence to Section 3.4.
- E) Reference feedback for proposed named resource.

4.3 SELECTION PROCEDURES

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 2 of this TORFP, and quality of responses to Section 3.4.1 TO Technical Proposal.
- B) Interviews will be performed for proposed personnel from all TO Proposals deemed technically qualified. In the event that more than ten (10) such proposals are received, the Procurement Officer may perform a down select. The Procurement Officer will notify the Offeror at time of scheduling initial interviews whether subsequent rounds of interviews are required. When used, the down select procedures to be followed by the Procurement Officer are as follows:
 - a) An initial interview will be performed for all proposed personnel meeting minimum requirements.
 - b) A technical ranking will be performed for all proposed personnel based on the initial interview. Proposed personnel will be ranked from highest to lowest for technical merit based on the quality of the proposals submitted and interview results.
 - c) The top five (5) personnel by technical ranking will be notified of additional interviews. All other personnel will be notified of non-selection for this TORFP.
- C) For TO Proposals deemed technically qualified, the associated TO Financial Proposal will be opened. All others will be deemed not reasonably susceptible for award and the TO Procurement Officer will notify the Offeror it has not been selected to perform the work. The unopened TO Financial Proposal will not be reviewed.
- D) Qualified TO Financial Proposal responses will be reviewed and ranked from lowest to highest price proposed.

- E) The most advantageous TO Proposal considering both the technical and financial submissions shall be selected for TO award. In making this selection, technical merit has greater weight.
- F) All Offerors shall receive written notice from the TO Procurement Officer identifying the awardee.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

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

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LIST OF ATTACHMENTS

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

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

ATTACHMENT 1 PRICE PROPOSAL

PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS+ TORFP # F50B4400027

The total class hours (Column B) are not to be construed as “guaranteed” hours; the total number of hours is an estimate only for purposes of price proposal evaluation. Potential additional resources under work order are not guaranteed.

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

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

| Job Title from TORFP | CATS+ Labor Category Proposed by Master Contractor | Hourly Labor Rate (A) | Total Class Hours (B) | Total Proposed CATS+ TORFP Price (C) |
|--------------------------------------------|----------------------------------------------------|------------------------|-----------------------|--------------------------------------|
| Year 1 | | | | |
| Resource #1 | Technical Writer/Editor | \$ | 2000 | \$ |
| | | Evaluated Price Year 1 | | \$ |
| Year 2 | | | | |
| Resource #1 | Technical Writer/Editor | \$ | 2000 | \$ |
| | | Evaluated Price Year 2 | | \$ |
| Year 3 | | | | |
| Resource #1 | Technical Writer/Editor | \$ | 2000 | \$ |
| | | Evaluated Price Year 3 | | \$ |
| Year 4 (Option Year) | | | | |
| Resource #1 | Technical Writer/Editor | \$ | 2000 | \$ |
| | | Evaluated Price Year 4 | | \$ |
| Year 5 (Option Year) | | | | |
| Resource #1 | Technical Writer/Editor | \$ | 2000 | \$ |
| | | Evaluated Price Year 5 | | \$ |
| Total Evaluated Price (Years 1 – 5) | | | | \$ |

Authorized Individual Name

Company Name

Title

Company Tax ID #

Signature

Date

The Hourly Labor Rate is the actual rate the State will pay for services and shall be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate but may be lower. Rates shall be fully loaded, all-inclusive, i.e., include all direct and indirect costs and profits for the Master Contractor to perform under the TO Agreement.

ATTACHMENT 2 MINORITY BUSINESS ENTERPRISE FORMS

ATTACHMENT NOT APPLICABLE OR REQUIRED FOR THIS TORFP.

ATTACHMENT 3 TASK ORDER AGREEMENT

CATS+ TORFP# F50B4400027 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, Department of Information Technology (DoIT).

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a) “Agency” means the DoIT, as identified in the CATS+ TORFP # F50B4400027.
 - b) “CATS+ TORFP” means the Task Order Request for Proposals # F50B4400027, dated January 30, 2014 including any addenda.
 - c) “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated April 22,2013.
 - d) “TO Procurement Officer” means the individual identified as such in the CATS+ TORFP. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e) “TO Agreement” means this signed TO Agreement between DoIT and TO Contractor.
 - f) “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is 45 Calvert Street, Annapolis, MD 21401.
 - g) “TO Manager” means individual identified as such in the CATS+ TORFP. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h) “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
 - i) “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
 - j) “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a) The TO Agreement;
 - b) Exhibit A – CATS+ TORFP;
 - c) Exhibit B – TO Technical Proposal;

d) Exhibit C – TO Financial Proposal.

2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this Section. Except as otherwise provided in this TO Agreement, if any change under this Section causes an increase or decrease in the TO Contractor’s cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this Section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this Section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this Section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS+ TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of three (3) years. At the sole option of the State, this TO Agreement may be extended for two (2) additional, one (1) year periods for a total TO Agreement period ending on _____.

4. Consideration and Payment

4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS+ TORFP and shall not exceed \$_____. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor’s risk of non-payment.

4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS+ TORFP, but no later than thirty (30) days after the Agency’s receipt of a proper invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.

4.3 Each invoice for services rendered must include the TO Contractor’s Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.

4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, DoIT

By: Dale Eutsler, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 4 CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

Date: _____ By: _____
(Authorized Representative and Affiant)

ATTACHMENT 5 LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (INSTRUCTIONS)

- 1) For this solicitation,
 - a) Master Contractors shall propose a specific resource to fill every job title listed below. If allowed by the solicitation, one resource may be proposed to fill more than one job title. Failure to propose a resource for each job title identified as part of the TO Proposal will result in the TO Technical Proposal being deemed not susceptible for award.
 - b) Master Contractors shall propose the CATS+ Labor Category that best fits each proposed resource. Master Contractors shall comply with all personnel requirements under the Master Contract RFP 060B2490023.
 - c) Master Contractors shall propose a maximum of 1 resource per job title listed below.
 - d) Failure of any proposed resource to meet minimum requirements as listed in this TORFP and in the CATS+ Master Contract will result in the entire TO Technical Proposal being deemed not susceptible for award.
- 2) Job Title
 - a) Technical Writer/Editor
- 3) For each job title above, the Master Contractor shall complete one Attachment 5 form and one Attachment 5A form using the templates provided. Alternate worksheets are not allowed. The Attachment 5A – Form TM1- is a separate form labeled *Attachment 5A Form TM1 - Requirements Qualification Traceability Matrix.xls*.
- 4) Form Completion
 - a) Complete one Personnel Resume Summary (Attachment 5 Form LC1) per proposed person to present each proposed person's resume in a standard format.
 - b) Additional information may be attached to each Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.
 - c) Instructions for Attachment 5A – Form TM1 - Requirements Qualification Traceability Matrix. Complete the following parts:
 - Part A) CATS+ Minimum Qualifications:** For each job title above, the Master Contractor shall insert each specific minimum qualification requirement from the CATS+ Master Contract for the proposed labor category. Each minimum requirement shall be followed by one or more examples that demonstrate how the proposed resource meets the minimum requirement. Account for all minimum qualifications, including any experience, education, or professional certifications.
 - (1) Where there is a time requirement such as three months' experience, *you shall provide the dates from and to showing an amount of time that equals or exceeds the mandatory time requirement*. Enter multiple examples if necessary to show the required time is met using multiple experiences.
 - (2) Include the data to support the example within the table. Cross-referencing other cells within the matrix or other portions of the TO Technical Proposal shall only be allowed when referencing proof of certification provided elsewhere in the TO

Technical Proposal. *For example, proof of current Oracle Certified Professional status may be cross referenced from the matrix if a copy of the certification is submitted as part of the TO Technical Proposal.*

Part B) Other TORFP Minimum Qualifications: For each job title above, the Master Contractor shall insert each specific minimum qualification requirement listed in the solicitation. Each minimum requirement shall be followed by one or more examples that demonstrate how the proposed resource meets the minimum requirement. Account for all minimum qualifications, including any experience, education, or professional certifications.

Part C) Other Personnel Requirements: After all minimum qualification requirements, the Master Contractor shall insert any other personnel requirements listed within this TORFP and describe how the proposed resource meets those requirements.

ATTACHMENT 5 FORM LC1 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

CATS+ TORFP # F50B4400027

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

| | |
|---------------------------------|---------------------------------|
| Candidate Name: | |
| Master Contractor: | <insert Master Contractor name> |
| Proposed CATS+ Labor Category: | <proposed by Master Contractor> |
| Job Title (As listed in TORFP): | <proposed by Master Contractor> |

Education / Training (start with latest degree / certificate)

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

Relevant Work Experience*

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

| | |
|----------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| [Organization] [Title / Role] [Period of Employment / Work (MM/YY – MM/YY)] [Location] [Contact Person (Optional if current employer)] | Description of Work... |
| [Organization] [Title / Role] [Period of Employment / Work] [Location] [Contact Person] | Description of Work... |

Employment History*

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

| Start and End Dates | Job Title or Position | Organization Name | Reason for Leaving |
|---------------------|-----------------------|-------------------|--------------------|
| MM/YY – MM/YY | | | |

ATTACHMENT 5 FORM LC1 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (CONTINUED)

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

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

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

| | |
|--------------------|----------------------------|
| Reference Number: | 1 |
| Date From: | <mm/yy> |
| Date To: | <mm/yy> |
| Organization Name: | <insert organization name> |
| Contact Name: | <insert contact> |
| Contact Phone: | <insert phone> |
| Contact e-mail: | <insert e-mail> |
| Details: | <insert details> |

B) Requirements Qualification Traceability Matrix

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

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

Master Contractor Representative:

| | | |
|------------|-----------|------|
| | | |
| Print Name | Signature | Date |

Proposed Individual:

| | |
|-----------|------|
| | |
| Signature | Date |

ATTACHMENT 6 PRE-PROPOSAL CONFERENCE DIRECTIONS

ATTACHMENT NOT APPLICABLE OR REQUIRED FOR THIS TORFP.

ATTACHMENT 7 NOTICE TO PROCEED (SAMPLE)

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ TO Project Number (TORFP #): F50B440027

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Mr. / Ms. _____ of _____ (Agency Name) will serve as the TO Manager and your contact person on this Task Order. He / She can be reached at telephone _____.

Enclosed is an original, fully executed Task Order Agreement and purchase order.

Sincerely,

TO Procurement Officer

Task Order Procurement Officer

Enclosures (2)

cc: TO Manager

Procurement Liaison Office, Department of Information Technology

Project Oversight Office, Department of Information Technology

ATTACHMENT 8 AGENCY RECEIPT OF DELIVERABLE FORM

ATTACHMENT NOT APPLICABLE OR REQUIRED FOR THIS TORFP.

ATTACHMENT 9 AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM

ATTACHMENT NOT APPLICABLE OR REQUIRED FOR THIS TORFP.

ATTACHMENT 10 NON-DISCLOSURE AGREEMENT (OFFEROR)

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

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS+ TORFP # F50B440027 for PBX III PORFP Writer. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

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

OFFEROR: _____ BY: _____
 NAME: _____ TITLE: _____
 ADDRESS: _____

ATTACHMENT 11 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ____ day of _____, 20__, by and between the State of Maryland ("the State"), acting by and through its Department of Information Technology (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 PBX III PORFP Writer TORFP No. F50B4400027 dated _____, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B2490023; and

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

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

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

Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).

- 6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.
- 7. A breach of this Agreement by the TO Contractor or by the TO Contractor’s Personnel shall constitute a breach of the Master Contract Agreement between the TO Contractor and the State.
- 8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor’s Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State’s rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor’s Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys’ fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor’s Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
- 9. TO Contractor and each of the TO Contractor’s Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
- 10. The parties further agree that:

This Agreement shall be governed by the laws of the State of Maryland;

The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;

The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;

Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and

The Recitals are not merely prefatory but are an integral part hereof.

TO Contractor/TO Contractor’s Personnel:

DoIT:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

Printed Name and Address
of Employee or Agent

Signature

Date

| | | |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

ATTACHMENT 12 TO CONTRACTOR SELF-REPORTING CHECKLIST

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

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

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

SUBMIT AS INSTRUCTED IN TORFP.

ATTACHMENT 13 LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____
 Name of Contractor _____
 Address _____
 City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

- Bidder/Offeror is a nonprofit organization
 Bidder/Offeror is a public service company
 Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000
 Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

If the Contract is a Living Wage Contract

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

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

- All employee(s) proposed to work on the State contract will spend less than one-half of the employee's time during every work week on the State contract;
 All employee(s) proposed to work on the State contract will be 17 years of age or younger during the duration of the State contract; or
 All employee(s) proposed to work on the State contract will work less than 13 consecutive weeks on the State contract.

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

Name of Authorized Representative: _____

Signature of Authorized Representative _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

ATTACHMENT 14 MERCURY AFFIDAVIT

ATTACHMENT NOT APPLICABLE OR REQUIRED FOR THIS TORFP.

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

ATTACHMENT NOT APPLICABLE OR REQUIRED FOR THIS TORFP.

ATTACHMENT 16 CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

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

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

CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

ATTACHMENT 17 SAMPLE WORK ORDER

| | | | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------|----------------------------------------|-------------------|-----------------------|
| WORK ORDER | | Work Order # | Contract # | | |
| This Work Order is issued under the provisions of a XXX contract. The services authorized are within the scope of services set forth in the <i>Purpose</i> of the Work Order. | | | | | |
| Purpose | | | | | |
| Statement of Work Requirements: | | | | | |
| Deliverable(s), Acceptance Criteria and Due Date(s): | | | | | |
| Deliverables are subject to review and approval by the Department of Information Technology (DoIT) prior to payment. <i>(Attach additional sheets if necessary)</i> | | | | | |
| Start Date | | End Date | | | |
| Cost | | | | | |
| Description for Task / Deliverables | | Quantity (if applicable) | Labor Hours (Hrs.) | Labor Rate | Estimate Total |
| 1. | | | | \$ | \$ |
| 2. | | | | \$ | \$ |
| *Include WBS, schedule and response to requirements. | | | DoIT shall pay an amount not to exceed | | \$ |
| TO Contractor | | | Agency Approval | | |
| (Signature) Contractor Authorized Representative (Date) | | | (Signature) TO Manager (Date) | | |
| POC (Print Name) | | TO Manager (Print Name) | | | |
| Telephone No. | | Telephone No. | | | |
| Email: | | Email: | | | |

ATTACHMENT 18 PERFORMANCE EVALUATION FORM

TORFP Title: PBX III PORFP Writer

TORFP # F50B4400027

Name of individual being evaluated: <insert name>

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

Evaluation Month & Year: _____

Role (TORFP Section 2.6): _____

Labor Category: _____

TO Contractor Name: _____

TO Contractor Contact: _____

TO Manager: _____

DoIT: _____

PROJECT PERSONNEL PERFORMANCE RATING*

The information below shall be completed by the TO Manager or Designee and returned to the TO Contractor

| Performance Area | Satisfactory | Unsatisfactory |
|---------------------------|--------------|----------------|
| Attendance and Timeliness | | |
| Work Productivity | | |
| Work Quality | | |
| Teamwork | | |
| Communication | | |
| Customer Service | | |

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

Employee performance overall is accepted.

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

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

OTHER COMMENTS:

Signature of Evaluator

Date

Signature of TO Contractor

Date

ATTACHMENT 19 CRIMINAL BACKGROUND CHECK AFFIDAVIT

NOT APPLICABLE OR REQUIRED FOR THIS TORFP.