



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

**ELECTRONIC LICENSING INSPECTION SYSTEM (ELIS)
DEVELOPMENT AND OPERATIONS AND MAINTENANCE**

**CATS TORFP PROJECT #
R00B9200093**

**MARYLAND STATE DEPARTMENT OF EDUCATION
DIVISION OF EARLY CHILDHOOD DEVELOPMENT**

**ISSUE DATE:
FRIDAY, APRIL 2, 2010**

TABLE OF CONTENTS

KEY INFORMATION SUMMARY SHEET	3
NOTICE TO MASTER CONTRACTORS	4
SECTION 1 - ADMINISTRATIVE INFORMATION	7
1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT	7
1.2 TO AGREEMENT	7
1.3 TO PROPOSAL SUBMISSIONS	7
1.4 ORAL PRESENTATIONS/INTERVIEWS	7
1.5 CONFLICT OF INTEREST	7
1.6 NON-DISCLOSURE AGREEMENT	8
1.7 LIMITATION OF LIABILITY CEILING	8
1.8 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES	8
SECTION 2 - SCOPE OF WORK.....	9
2.1 PURPOSE	9
2.2 PROJECT BACKGROUND	9
2.3 CURRENT SYSTEM DESCRIPTION	10
2.4 GENERAL SCOPE DESCRIPTION	11
2.5 SPECIFIC REQUIREMENTS	13
2.6 CUSTOM SOFTWARE	15
2.7 MILESTONES AND DELIVERABLES	16
2.8 DELIVERABLE DELIVERY SCHEDULE	19
2.9 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES	20
2.10 CONTRACTOR EXPERIENCE.....	21
2.11 RETAINAGE	22
2.12 INVOICING	22
2.13 REPORTING.....	23
2.14 CHANGE ORDERS	23
2.15 TERM OF CONTRACT.....	23
2.16 TYPE OF CONTRACT.....	23
2.17 CONTRACTOR PERFORMANCE EVALUATION	23
SECTION 3 – TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS	25
3.1 REQUIRED RESPONSE.....	25
3.2 FORMAT	25
SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT	27
4.1 EVALUATION CRITERIA	27
4.2 TECHNICAL CRITERIA	27
4.3 SELECTION PROCEDURES.....	27
4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT	27
ATTACHMENT 1 – PRICE PROPOSALS.....	28
ATTACHMENT 2 – TASK ORDER AGREEMENT	31
ATTACHMENT 3 - CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE	34
ATTACHMENT 4 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY	35
ATTACHMENT 5 – DIRECTIONS TO THE PRE-TO PROPOSAL CONFERENCE.....	37
ATTACHMENT 6 - NON-DISCLOSURE AGREEMENT (OFFEROR)	38
ATTACHMENT 7 - NON-DISCLOSURE AGREEMENT (TO CONTRACTOR).....	40
ATTACHMENT 8 – TO CONTRACTOR SELF-REPORTING CHECKLIST	42
EXHIBIT A	44

KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services (CATS II) 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. All Master Contractors must complete and submit a Master Contractor Feedback form via the CATS web site regardless of whether a TO Proposal is submitted or not. The form is accessible via your CATS II Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS II RFP issued by the Maryland Department of Information Technology and subsequent Master Contract Project Number 060B9800035, including any amendments.

TORFP Title:	ELECTRONIC LICENSING INSPECTION SYSTEM (ELIS)
Functional Area:	Functional Area 8 – Application Service Provider
TORFP Issue Date:	FRIDAY, APRIL 2, 2010
Closing Date and Time:	THURSDAY, APRIL 29, 2010 BY 2:00 PM
TORFP Issuing Agency:	Maryland State Department of Education (MSDE) Division of Early Childhood Development
Send Questions and Proposals to:	Dorothy M. Richburg, Procurement Officer drichburg@msde.state.md.us
TO Procurement Officer:	Dorothy M. Richburg, Procurement Officer Maryland State Department of Education 200 West Baltimore Street Baltimore, MD 21201 Telephone: 410-767-0628; Fax: 410-333-2017 email: drichburg@msde.state.md.us
TO Manager:	Phil Koshkin Maryland State Department of Education Division of Early Childhood Development 200 West Baltimore Street Baltimore, MD 21201 Telephone: 410-767-7823; FAX 410-333-6226 email: phil.koshkin@msde.state.md.us
TO Project Number:	R00B9200093
TO Type:	Fixed price (project) / time and materials (O&M)
Period of Performance:	Development activities 06/01/2010 – 09/30/2010 O&M annual renewals (3 years base period with 1 renewal option period through 05/31/2014)
MBE Goal:	35%
Small Business Reserve (SBR)	No
Primary Place of Performance:	Maryland State Department of Education 200 West Baltimore Street Baltimore, MD 21201
State Furnished Work Site and/or Access to Equipment, Facilities or Personnel:	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.
TO Pre-Proposal Conference:	Maryland State Department of Education - 8 th Floor, CR 1 200 West Baltimore Street Baltimore, MD 21201 FRIDAY, APRIL 9, 2010 @ 2:00 PM

NOTICE TO MASTER CONTRACTORS

All CATS II 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 must submit a Master Contractor Feedback form. The form is accessible via your CATS II Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. If you have chosen not to propose to this TORFP, you must complete and email this notice to the TO Procurement Officer. 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 Title: Electronic Licensing Inspection System (ELIS)

TORFP No.: R00B9200093

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:

Master Contractor Name: _____ Date: _____

Contact Person: _____ Phone _____ email _____

**PRE-PROPOSAL CONFERENCE INTENT TO ATTEND
ELECTRONIC LICENSING INSPECTION SYSTEM
R00B9200093**

PRINT OR TYPE

NAME OF COMPANY:

ADDRESS OF COMPANY:

FAX NUMBER:

E-MAIL ADDRESS:

EXPECTED NUMBER OF ATTENDEES:

**NAME OF PRIMARY CONTACT FOR
PURPOSES OF SENDING INFORMATION:**

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

**MARYLAND STATE DEPARTMENT OF EDUCATION
ATTENTION: DOROTHY M. RICHBURG, PROCUREMENT OFFICER
200 WEST BALTIMORE STREET
BALTIMORE, MARYLAND 21201**

I ___ will ___ will not attend the pre-proposal conference

I ___ will ___ will not submit a proposal for this project. If not, please explain:

**___ Too busy at this time ___ Not engaged in this type of work
___ Site location too distant ___ Project too large/small (circle one)**

___ Other (specify)

Do you wish to receive solicitations for similar/other projects in the future? ___ Yes ___ No

Signature _____ Company Name _____

Date _____ Telephone No. _____

Insert RFP# _____ Fax No. _____

Are you a member of the Small Business Reserve Program? ___ Yes ___ No

Are you a MBE Yes _____ No _____

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 II 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, a 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 OIT'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 TORFP #R00B9200087. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP #R00B9200087 Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP #R00B9200087 Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 4 – Conflict of Interest and Disclosure Affidavit

1.4 ORAL PRESENTATIONS/INTERVIEWS

All Master Contractors and proposed staff will be required to make an oral presentation to State representatives. Significant representations made by a Master Contractor during the oral presentation shall be submitted in writing. All such representations will become part of the Master Contractor's proposal and are binding, if the Contract is awarded. The Procurement Officer will notify Master Contractor of the time and place of oral presentations.

1.5 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT 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 in the form included as Attachment 4 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.

1.6 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 6 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 7.

1.7 LIMITATION OF LIABILITY CEILING

Pursuant to Section 27 (C) of the CATS II Master Contract, the limitation of liability per claim under this TORFP shall not exceed the total TO Agreement amount established.

1.8 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

DoIT is responsible for contract management oversight on the CATS II master contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of CATS II task orders (TO). This process shall typically apply to active TOs for operations, maintenance, and support valued at \$1 million or greater, but all CATS II TOs are subject to review.

Attachment 8 is the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the checklist. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

Under this TORFP, the Maryland State Department of Education is seeking an experienced Master Contractor to develop, implement, and support an end-to-end Web-based electronic licensing inspection system (“ELIS”); maintain and store licensing inspection data developed through ELIS; and provide Internet hosting services that include compilation, formatting, and online posting of electronic licensing inspection findings.

2.2 PROJECT BACKGROUND

The Maryland State Department of Education (the "Department") houses the Division of Early Childhood Development (the "Division"), which is responsible for the regulation and oversight of all licensed child care in Maryland. Within the Division, the Office of Child Care (“OCC”), through its Licensing Branch, is specifically responsible for inspecting all licensed child care programs in Maryland and for maintaining records of inspection findings. The OCC Licensing Branch maintains 13 regional offices of varying size across Maryland through which all licensing inspections are conducted. Approximately half of these regional offices each covers only one of Maryland’s 24 local jurisdictions; each of the rest comprises multiple jurisdictions. Inspections are conducted by OCC regional office licensing specialists, of whom there are currently 110 across all 13 regional offices.

As of July 31, 2009, there were 11,486 licensed child care programs in Maryland: 8,749 family child care homes and 2,737 center-based programs (comprising 2,542 “licensed child care centers” and 195 “letter of compliance facilities”). Annually, a total of approximately 30,000 licensing inspections (all types in all programs) are conducted, for an average of approximately 2,500 inspections per month. Licensing inspections are used to monitor and assess child care program compliance with child care licensing regulations. Program inspections are conducted for general compliance reviews, focused compliance reviews, complaint investigations, and follow-up reviews to assess the status of required corrective actions from earlier inspections.

Since mid-2007, the OCC Licensing Branch has used scannable forms to record findings from licensing inspections. Three different forms are currently in use: Form 356 (Family Child Care Home Inspection Report); Form 1255 (Child Care Center Inspection Report); and Form 1210-A (Letter of Compliance Inspection Report). Samples of these forms can be accessed at:

http://www.marylandpublicschools.org/MSDE/divisions/child_care/licensing_branch/forms.

In February 2007, the Division went to full implementation of its Child Care Automated Tracking System (“CCATS”), which is a comprehensive case management system that encompasses all of the Division’s child care business processes. CCATS is a J2EE-compliant Web-based application running on an AIX operating system with DB2 backend data storage. Via direct user entry, CCATS can capture certain inspection-related information such the date and type of inspection and child enrollment and attendance, but it is not structured to capture any information related to compliance findings during an inspection. The scannable inspection form system is entirely independent of

CCATS, and scanned inspection reports are not integrated in any way with program records maintained in CCATS.

The complete text of current child care licensing regulations can be accessed online as follows:

Family Child Care Homes: http://www.marylandpublicschools.org/NR/rdonlyres/FF4D42D2-46A0-44E6-9CEC-546C5641F978/18364/Sub15_FCC_Oct08vDSD2.pdf

Licensed Child Care Centers: http://www.marylandpublicschools.org/NR/rdonlyres/FF4D42D2-46A0-44E6-9CEC-546C5641F978/18359/Sub16_CTR_Oct08vDSD.pdf

Letter of Compliance Facilities: http://www.marylandpublicschools.org/NR/rdonlyres/FF4D42D2-46A0-44E6-9CEC-546C5641F978/18360/Sub17_LOC_Oct08vDSD.pdf

2.3 CURRENT SYSTEM DESCRIPTION

2.3.1 Licensing Inspection Reports.

A. OCC licensing staff in the 13 regional offices use the scannable forms referenced above to conduct all licensing inspections. Each of these forms contains three main components: child care program information, licensing inspection information, and a review and acknowledgement section that is completed and signed by OCC licensing staff. The licensing inspection section comprises a compliance review checklist and a comment area. Completed inspection forms are collected in each regional office and forwarded to the Division central office for scanning, after which the forms are returned to the regional office. All scanned inspection data are maintained by the Division central office in Excel spreadsheets. The data contained in these spreadsheets, together with certain program information from the CCATS database, provide the basis for subsequent Internet posting of inspection results.

B. While the use of scanning technology has expanded considerably the Division's ability to analyze and report inspection data, the process is unwieldy, prone to user entry errors, and does not permit the level of online reporting detail desired by the Division. Maryland's regulatory codification scheme contains the following levels (highest level to lowest level): Title-Subtitle-Chapter-Regulation-Section-Subsection-Paragraph-Subparagraph. The compliance review checklist portions of the scannable inspection forms used by the Division generally allow licensing staff to record findings only down to the Regulation level.

C. From time to time, child care licensing regulations and policies are revised, and licensing inspection reports must be revised accordingly to reflect these changes. With printed scannable forms, the process of making these revisions, having revised forms printed in quantity, and then distributing the new forms for field use by OCC licensing staff is slow, cumbersome, expensive, and wasteful.

2.3.2 Online Posting of Inspection Results.

A. Beginning in January 2009, the Division, through a contracted hosting service, has been posting inspection findings on the Internet. To accomplish this, data tables of scanned inspection results are generated then joined with certain child care program-specific data tables from CCATS. The inspection result data tables are mapped, via electronic templates, to chart-like report formats that are posted for public view by the hosting service contractor. This process, to be successful,

requires records from two different databases to be matched, and this is not always immediately possible because of erroneous or incomplete records in the inspection database.

B. Several weeks may elapse between the time an inspection form is completed by OCC licensing staff and the time it is submitted to the Division central office for scanning. Also, preparation of inspection findings for posting on the Internet typically involves extensive and time-consuming clean-up of the inspection database. For this reason, it is not currently feasible to refresh the online inspection listings more often than once per month. So it may take a couple of months for the results of a given inspection to appear on the Internet.

C. As noted above, the Division's scannable inspection forms include compliance review components that do not go below the Regulation level of codification. Consequently, the inspection finding reports posted online also do not go below that level. Therefore, when a noncompliance is identified during an inspection, the online report is unable to provide details about the specific nature of that noncompliance, since the full description typically involves the statement of a related Section, Subsection, Paragraph, or Subparagraph .

D. During a given two-year period, each child care program must undergo at least three licensing inspections. Due to current technical limitations, the results of each of these inspections can be displayed online only as a separate record. To review a given program's compliance performance across multiple inspections, each of the program's inspection records must be retrieved individually. This makes it difficult for an online viewer to compare the findings from different inspections and gain perspective on the program's overall compliance history.

E. At present, it is not technically feasible to provide an online update on the status of a previously reported noncompliance. There is no satisfactory method of associating the result of a follow-up inspection with a finding of noncompliance from an earlier inspection.

2.4 GENERAL SCOPE DESCRIPTION

2.4.1 Task Goals and Components.

A. By means of this TORFP, the Division intends to move the child care licensing inspection process to a fully electronic system. The Division's goals in this action are to: achieve greater overall inspection process efficiency; ensure a complete, accurate, and consistent database of inspection results; enhance the evaluation of regulatory compliance by child care programs; and enhance the Internet presentation of licensing inspection findings for public review.

B. The main components of the work to be performed under this TO are to:

1. Produce a software application for the purpose of ELIS that meets all requirements set forth in this TORFP;
2. Ensure full consistency, completeness, and accuracy of all inspection reports generated by the ELIS software application;
3. Enable a deeper level of detail in inspection report findings;
4. Create full and summary reports, in electronic and hard-copy formats, of inspection findings;

5. Develop and maintain a comprehensive database of inspection report results;
6. Create and update routine statistical reports of inspection results, and enable creation of ad hoc statistical reports;
7. Facilitate inspection form revisions to accommodate changes in child care regulations and licensing policies;
8. Enable limited integration of inspection reports with CCATS program records;
9. Ensure inspection data integrity and eliminate mismatches between inspection records and CCATS program records;
10. Provide Internet hosting services that include development, presentation, and maintenance of online inspection reports and permit a daily inspection-to-posting cycle;
11. Ensure that all designated OCC licensing staff are fully trained on the ELIS software application; and
12. Provide continuing technical support (help desk services) to OCC licensing staff as needed.

2.4.2 Measures of Success.

A. The licensing inspection software application to be produced meets all applicable requirements set forth below in Section 2.5A.

B. The inspection result database to be created and maintained meets all applicable requirements set forth below in Section 2.5A.

C. Routine and ad hoc statistical reports are created and made available to Division personnel as set forth below under Section 2.5A.

D. Internet hosting and reporting services to be performed meet all requirements set forth below in Section 2.5E.

E. Prior to implementation of ELIS, limited integration of ELIS with CCATS as set forth below in Section 2.5A and B, Specific Requirements, is accomplished.

F. Prior to implementation of ELIS, all designated Division central office staff and all OCC regional licensing specialists and supervisory licensing personnel are fully trained as set forth below in Section 2.5C.

G. Prior to implementation of ELIS, procedures for continuing technical support activities (help desk services) that meet all requirements set forth below in Section 2.5D are fully established and ready for communication to OCC regional licensing personnel. Subsequent to implementation of ELIS, these procedures are followed. Any changes to these procedures are made in consultation with, and with the prior approval of, the Division.

2.5 SPECIFIC REQUIREMENTS

A. The Contractor shall develop, deliver, and maintain a Web-based software application for the Division that meets the requirements listed below at Subsections A(3)(a)-(m) of this Section 2.5. The Division will consider a software application previously developed by the Contractor specifically for state child care licensing inspection purposes if that application can be modified by the Contractor to meet these requirements. The software application shall:

(1) Enable an integrated electronic child care licensing inspection system configured to Maryland's child care licensing regulations and licensing inspection business processes;

(2) Completely, accurately, and consistently collect, record, manage, distribute, and archive licensing inspection data;

(3) Present for use by OCC licensing staff an electronic inspection report form template that:

(a) Captures all identifying and operational child care program information required by the Division, including a given program's quality rating and accreditation status;

(b) For each type of licensed child care program, displays for completion by licensing staff a compliance checklist that can display all current regulatory requirements, at all levels of Maryland's regulatory codification scheme, that are subject to inspection for that program type, and that can be modified by Division personnel as needed to accommodate regulatory changes or changes in inspection business processes;

(c) Requires licensing staff, through the use of prompts and hard edits as necessary, to complete certain inspection form fields and compliance checklist items, as specified by the Department, in order to complete the inspection process;

(d) Contains at least one standardized statement of noncompliance for each regulatory requirement subject to inspection review that can be selected and, if needed, modified on demand by the licensing staff end-user;

(e) In addition to the standardized statement of noncompliance cited at Subsection (d) of this Section 2.5, provides a text field for each identified noncompliance that permits the end-user to enter program-specific details about that noncompliance;

(f) Permits user-entered free-form comments for each inspection item reviewed, regardless of that item's compliance status, and provides a free-form general remarks area that an end-user can use to comment on the overall inspection;

(g) Enables sandbox text notes for use in temporarily recording observations during an inspection;

(h) Allows entry of inspection findings and comments by using either a keyboard or a stylus;

(i) Includes handwriting recognition capability in areas of forms that may be completed manually by licensing staff or child care providers;

(j) Allows electronic signatures by licensing staff and child care program staff;

(k) Automatically records the date and time of the start and end of each inspection, and displays the total time spent on the inspection;

(l) For a given inspection during which a noncompliance is identified, associates the date and findings of a subsequent follow-up inspection with the corresponding finding of noncompliance from the original inspection; and

(m) As a reference resource, contains the complete text of all current child care licensing regulations, accessible on demand to licensing staff during inspections via a keyword

search, look-up table, or similar functionality, and able to be modified as needed by the Department to accommodate regulatory changes;

(4) Contain inspection-related forms (including, but not limited to, a child record review checklist and a personnel record review checklist) that can be completed by OCC licensing staff during an inspection, associated in the application's data files with the appropriate inspection record, and independently generated in hard copy format;

(5) Enable a hard copy of each inspection report to be generated in a standardized, printer-friendly format;

(6) For each inspection conducted, produce:

(a) On demand, a printed full report of all inspection findings, including item-specific comments and general remarks;

(b) On demand, a printed summary report of inspection findings, in a form and format to be determined by the Division; and

(c) An electronic Internet-ready summary report of inspection findings and identifying program information, including but not limited to quality rating status and accreditation status, in a form and format to be determined by the Division, that permits automated posting of the report to the Internet;

(7) Allow on-demand retrieval of findings from previous inspections by end-users who do not have computer programming, database management, or other specialized information technology knowledge or skills;

(8) Permit review and, as needed, direct modification of inspection findings by supervisory licensing personnel;

(9) Allow creation and storage, by non-technical end-users, of routine and ad hoc statistical reports of inspection report data in Microsoft Excel Workbook (2003) format;

(10) Be ODBC-compliant and compatible with CCATS;

(11) For each licensing inspection, import specified current child care program information from CCATS into the inspection report template in order to pre-populate the report with that information;

(12) Permit child care program data used to pre-populate inspection reports to be refreshed at least daily through an interface with CCATS system data;

(13) For each completed inspection, export to the CCATS environment for storage in the program's system record the following inspection-related information: inspection date and type; and child attendance and enrollment at the time of inspection;

(14) Upon completion of each inspection, produce a complete report of inspection findings that can be exported to the CCATS environment for storage and retrieval within the child care program's CCATS record;

(15) Allow inspection form changes to be made as needed by the Division and deployed quickly and simultaneously for use in the field by OCC licensing staff; and

(16) Be able to run with full functionality on any Windows-compatible tablet PC, laptop computer, or notebook.

B. The Division does not wish ELIS to be subsumed or fully integrated within CCATS. Instead, ELIS must be designed to work as a stand-alone system. However, ELIS must be able to interact with CCATS as stated above at Subsection A(11) – (14) of this Section 2.5.

C. The Contractor shall provide initial and, as needed by the Division, follow-up training for OCC regional licensing staff and other designated Division personnel on the use of the software application provided under this TO and the use of computer hardware, including portable printers

and related equipment, needed to run that application. Initial training shall include development and distribution to each training participant of a user manual that details the proper use of the software application and the associated hardware.

D. For each Division licensing staff member who will be using the software to be provided under this TO, the Contractor shall prepare a laptop, pc tablet, or other suitable computer hardware item and, if necessary, a portable printer to accommodate the proper operation of that software and enable printing of inspection reports. All computer hardware and printers shall be supplied by the Division. Since it is anticipated that 145 Division licensing staff will use the software, the Contractor shall prepare that number of computers and printers to accommodate the software.

E. The Contractor shall provide help desk support for the ELIS application as required by OCC regional licensing staff throughout normal Division business hours (8:00 AM – 5:00 PM, weekdays) during the life of this TO.

F. The Contractor shall provide Internet hosting services for posting inspection results that include development, formatting, display, updating, and maintenance of licensing inspection finding reports.

(1) The content and format of online inspection reports shall be developed in consultation with, and subject to the approval of, Division personnel.

(2) The inspection completion-to-online posting cycle shall be five business days to permit time for the findings from each inspection to be reviewed and, if necessary, modified by Division licensing supervisory personnel.

(3) For each child care program, findings from each of that program's inspections shall be presented separately from the program's other inspections but within a single continuous inspection record for the program.

(4) The online report shall display the corrective status of a previously identified noncompliance.

2.6 CUSTOM SOFTWARE

A. The State of Maryland shall solely own any custom software developed under any resulting contract. This includes source-codes, maintenance updates, documentation, etc.

B. If the Contractor proposes use of an existing software system for which they or others have copyright/ownership rights, the offer shall escrow their source code with an independent third party that shall act as an escrow agent.

C. If the Contractor has established source code policies, the Contractor shall provide the following:

1. Name and address of third party who acts as escrow agent
2. Source code escrow procedures
3. Name and address of party who audits escrow account
4. Frequency of updates and maintenance of source code at escrow agent.
5. Description of licensing arrangements and associated costs.

D. If the Contractor supplies existing software for which the Contractor or others have copyright/ownership rights, the Contractor shall either provide the source code to the State directly in a form acceptable to the State. The source code shall be in a format acceptable to the State. Two copies of the source code shall be provided.

2.7 MILESTONES AND DELIVERABLES

A. Each milestone under this TO requires the Contractor to provide one or more deliverables. For each written deliverable that must be submitted to the MSDE project manager, the Contractor, the Contractor shall submit one hard copy and one electronic copy compatible with Microsoft Office 2003 or 2007.

B. All deliverables shall be submitted to the MSDE project manager by the Expected Completion date stated in the Delivery Schedule shown below at Section 2.9.

C. Upon completion of a deliverable, the Contractor shall document each deliverable in final form to the Project Manager for acceptance. The Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (Exhibit H). The Project Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

D. Upon receipt of a deliverable, the Project Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the Project Manager shall issue to the Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Exhibit H).

(1) In the event of rejection, the Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the Project Manager or the Project Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the Project Manager, the Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance.

(2) Accepted deliverables shall be invoiced within 30 days upon completion of the entire Milestone phase.

E. When presented for acceptance, a written deliverable must satisfy the scope and requirements of this RFP for that deliverable. Written deliverables must:

- (1) Be presented in a format appropriate for the subject matter and depth of discussion.
- (2) Be organized in a manner that presents a logical flow of the deliverable's content.
- (3) Represent factual information reasonably expected to have been known at the time of submittal.
- (4) Present information that is relevant to the Section of the deliverable being discussed.

F. A milestone shall be considered accomplished when all deliverables associated with that milestone have been accepted by the Department. The project's milestones and their associated deliverables are described in Subsections 2.8.1 – 2.8.6 below. For each milestone task, the Contractor may suggest other subtasks or deliverables to improve the quality and success of the

project. The expected timeframes for completion of each milestone and delivery of each associated deliverable is presented at Section 2.9 below.

2.7.1 Milestone 1: Planning Phase

A. The Contractor must prepare a project plan that documents the project scope, tasks, schedule, and allocated resources. Resources must be identified and planned, including internal and contractual staff, hardware and software, and facilities. The Contractor shall submit a draft project plan to the MSDE project manager for review. The Contractor shall incorporate any changes deemed necessary by the MSDE project manager and submit the final project plan to the MSDE project manager for approval. With the written approval of the MSDE Project Manager, subsequent revisions, if any, to the project plan shall occur at the completion of a milestone and as new information pertinent to accomplishment of the milestone or the overall project becomes available. The final project plan must address all project activities, including:

- Design, development, and implementation of the ELIS software application
- Communications strategy and planning
- Change Management
- Financial and Budget milestones
- Establishment of the project office and governance process

B. The Division shall identify program staff familiar with child care licensing business processes to serve on the project team. These staff shall assist the Contractor in developing detailed requirements for the ELIS application and shall perform user-acceptance testing of that application.

C. The Department's Office of Information Technology (OIT) shall identify technical staff familiar with the CCATS environment and database to serve on the project team. These staff shall assist the Contractor in developing and maintaining the above-described interface of the ELIS application and database with the CCATS environment.

2.7.2 Milestone 2: Requirements Analysis Phase

The ELIS software application shall be defined in more detail with regard to application inputs, processes, outputs, and interfaces (both internal and external). The application shall be described in terms of the functions to be performed. During the Requirements Analysis phase, the project team will:

- Further define and refine functional and data requirements,
- Complete business process engineering of the functions to be supported,
- Develop detailed data and process models,
- Define functional, application, and system requirements that are not easily expressed in data and process models. Functional and system requirements also include the requirements of the business process, the user requirements, and operational requirements once the system is completed.
- Refine the high level architecture and logical design to support the application and functional requirements, and
- Determine format and content requirements for online display of inspection findings.

The contractor shall deliver a Functional Requirements Document that captures user, application, system, and online posting requirements as decided by the project team. This document serves as the foundation for the design and development of the ELIS software application.

2.7.3 Milestone 3: Design Phase

The Design Phase addresses, in detail, how the application will meet the defined requirements for function; data capture, reporting, and maintenance; interaction with the CCATS environment; and online posting of inspection results. The Contractor shall perform a written Security Risk Assessment that analyzes threats to and vulnerabilities of the ELIS solution to determine the risks (potential for losses) to identify appropriate and cost-effective measures to mitigate any security risks. The Contractor shall deliver a System Design Document that specifies how the application will meet the defined requirements for function, data, and interaction with the CCATS environment, and includes the written Security Risk Assessment. This document must be approved by the MSDE Project Manager.

2.7.4 Milestone 4: Development and Training Phase

A. The Contractor shall create a Software Development Document pertaining to the development of the ELIS application that includes test cases, software descriptions, test results, approvals, and any other items that will help explain the functionality of the software. The Software Development Document must be approved by the MSDE Project Manager.

B. The Contractor shall provide formal documentation of software testing and online posting solution testing in a Test Analysis Report. Software testing shall include user acceptance testing by designated Division staff. The testing process shall be iterative and shall allow Division testers sufficient time to complete each iteration of acceptance testing. The Contractor must correct any and all errors in functionality that does not conform to the previously validated specifications for design or functionality. The Test Analysis Report shall include the final result of the test reviews, document any problems encountered, and evaluate the perceived readiness of the software and the related website for full implementation. The Test Analysis Report shall be submitted to the MSDE Project Manager for approval.

C. The Contractor shall complete the Implementation Plan describing how ELIS will be rolled out for implementation. This document shall contain an overview of the software application and the online hosting of inspection findings, a brief description of the major tasks involved in implementation, the overall resources needed to support the implementation effort (such as hardware, training facilities, materials, and personnel), and any site-specific implementation requirements. As needed, Division program staff and OIT technical staff shall assist the Contractor in developing the Implementation Plan. The Implementation Plan must be approved by the MSDE Project Manager.

D. The Contractor shall complete a Training Plan describing how, where, and when ELIS training for Division staff pursuant to Section 2.5C above shall occur. It is anticipated that a total of 145 Division staff will need to be trained. The Contractor shall prepare training materials, including the user manual specified above at Section 2.5C, in sufficient quantities to accommodate 145 training participants. To help familiarize training participants with using the application on the computer hardware and printers identified for use during the project's implementation phase, the Division

shall make those items available for training purposes. The Training Plan must be approved by the MSDE Project Manager.

E. The Contractor shall fix any and all errors in software or website functionality that may be identified during the user acceptance testing and staff training processes and submit these fixes to designated Division personnel for re-testing. The Contractor shall submit to the MSDE Program Manager an Application Final Status Report stating either that no need for fixes was identified by Division personnel, or that all identified fixes have been made and successfully re-tested. Upon approval of this Status Report by the Program Manager, the Department shall consider the application software and website solution as having been delivered and ready for implementation.

2.7.5 Milestone 5: Implementation Phase

A. The delivered ELIS software application is installed and made operational by the Contractor on Division computers and portable printers, and all forms and procedures needed to begin online posting of inspection findings are ready for activation. The Contractor shall submit a Notification of Readiness to the MSDE Project Manager when installation is complete, all hardware units and printers are properly prepared, and the website is ready for uploading of inspection results and public viewing.

B. Upon receipt of the Notification of Readiness, the Division shall send an Implementation Notice to all OCC regional offices stating the date on which regional licensing staff are expected begin using ELIS for inspections.

2.7.6 Milestone 6: Operational and Maintenance Phase

Provide user and website support, train new users, fix problems, possibly add features or make improvements to the system if those features or improvements are within the scope of this TO. As problems are detected or new needs arise that require modification of the developed application or the prepared website, the application is modified accordingly.

2.8 DELIVERABLE DELIVERY SCHEDULE

The following chart identifies each of the project's milestones, identifies each of the deliverables associated with a milestone, and sets forth a timeframe for Expected Completion by identifying the number of calendars days estimated for the Contractor to complete the deliverable after receiving the Notice to Proceed (NTP).

ID	Deliverables	Expected Completion:
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2.7.1	Planning Phase	NTP + 30 Calendar Days
	Draft Project Plan	
	Final Project Plan	
2.7.2	Requirements Analysis Phase	NTP + 60 Calendar Days
	Functional Requirements Document	
2.7.3	Design Phase	NTP + 60 Calendar Days
	System Design Document	
2.7.4	Development and Training Phase	NTP + 120 Calendar Days
	Software Development Document	
	Test Analysis Report	
	Implementation Plan	
	Training Plan	
	Application Final Status Report	
2.7.5	Implementation Phase	NTP + 15 Calendar Days
	Implementation of the delivered system	
2.7.6	Operational and Maintenance Phase	NTP + 3 years + 1 optional additional year

2.9 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

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

- (1) The State's System Development Life Cycle (SDLC) methodology, available at: <http://doit.maryland.gov/policies/Pages/sdlc.aspx>
- (2) The State Information Technology Security Policy and Standards, available at: <http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>
- (3) The State Information Technology Project Oversight, available at: <http://doit.maryland.gov/policies/Documents/pmo/itoversight.pdf>
- (4) The State of Maryland Enterprise Architecture, available at: <http://doit.maryland.gov/policies/Documents/entarchitecture/mtafguidingprinciples.pdf>

B. The Contractor shall follow the project management methodologies that are consistent with the Project Management Institute's Project Management Body of Knowledge Guide. The Contractor's staff and subcontractors are to follow a consistent methodology for all project activities.

C. IT Non-Visual Access Standards. The Contractor must ensure compliance in any applicable support to the State of Maryland IT Non-Visual Access Standards. The standards should be incorporated to the fullest extent possible for Information Technology. These standards/policies

may be revised from time to time and the Contractor must comply with all such revisions. The non visual access standards are promulgated by the State Finance and Procurement Article, Section 3-410. The Non Visual Access Clause is promulgated by Section 3-412 of the State Finance and Procurement articles and its implementing regulations are found at COMAR 17.06.02 and 21.05.08.05, which are available at: www.dsd.state.md.us/comar/subtitle_chapters/Titles.aspx – select Title numbers 17 and 21.

2.10 CONTRACTOR EXPERIENCE

A. Contractor Expertise Required

The Contractor 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 Contractor shall demonstrate in its response to this TORFP that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services. Only Contractors with a proven track record for designing, developing and implementing successful Web-based state child care licensing inspection and reporting systems will be considered for an award under this TO.

B. Contractor Minimum Qualifications

The following minimum qualifications are **mandatory**. Failure to meet **all** of the following qualifications shall disqualify an Offeror's proposal. The Offeror shall provide documentation of:

(1) A minimum of eight (8) years' corporate experience in providing information technology services to businesses and government agencies.

(2) A minimum of five (5) years' experience in designing and developing Web-based software applications or software application modifications for state child care licensing purposes. These applications or modifications must have been designed and developed specifically and solely for the purpose of:

- (a) Conducting and recording licensing inspections of child care programs;
- (b) Creating and maintaining a complete database of child care licensing inspection findings;
- (c) Providing statistical and ad hoc reports of collected child care licensing inspection data; and
- (d) Organizing and formatting child care licensing inspection data for posting to the Internet.

(3) A minimum of three (3) years' experience in providing Internet hosting services to a state child care licensing agency for the purpose of posting child care licensing inspection findings;

(4) Successful completion of a contract awarded by at least one (1) state to develop and deliver a child care licensing inspection software application that substantially met the requirements described at Section 2.5A (Specific Requirements) of this TORFP.

- (a) "Successful completion" means that:
 - (i) All contract terms and deliverables were met or provided as originally required;
 - (ii) Completion of all originally specified work occurred within the term of the original contract, and that the work did not require an extension or renewal of the original contract in order to reach completion; and

(iii) Total costs billed to the state in connection with the contract did not exceed the original cost proposal amount.

(b) "Substantially met" means that the software application met at least 20 of the 30 requirements listed in Section 2.5A. In making this determination, the Offeror should count each of Subsections 2.5A(1), (2), (4), (5), and (7) – (16) as one requirement apiece, Subsection 2.5A(3) as 13 requirements, and 2.5A(6) as 3 requirements.

2.11 RETAINAGE

MSDE shall retain an amount equal to at least 10% from the total annual contract price. This retainage amount shall be dispersed only upon full satisfactory performance and acceptance of the deliverables as set forth in, and all work covered by, the contract.

2.12 INVOICING

A. Payment will only be made upon completion and acceptance of all deliverables within the milestone. Payments are made at the milestone completion level not each individual deliverable within the milestone as defined in Section 2.8 Milestones and Deliverables.

B. Invoice payments to the Contractor shall be governed by the terms and conditions defined in the procurement. Invoices for payment shall contain the Contractor's Federal Tax Identification Number, as well as the information described below, and must be submitted to the Project Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Exhibit H, is not submitted.

C. The Contractor shall submit invoices for payment upon acceptance of all deliverables within each milestone, on or before the 15th day of the month following receipt of the approved notice(s) of acceptance from the Project Manager. A copy of the notice(s) of acceptance shall accompany all invoices submitted for payment.

D. Invoice Submission Procedure. This procedure consists of the following requirements and steps:

(1) The invoice shall identify the Maryland Department of Education as the Requesting Agency, deliverable description, associated Agreement number, date of invoice, period of performance covered by the invoice, and a Contractor point of contact with telephone number.

(2) The Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form – Exhibit I, for each deliverable being invoiced) submitted for payment to the Maryland Department of Education at the following address:

Accounts Payable Section, 200 West Baltimore Street, Baltimore, Maryland 21201
Division of Accountability and Assessment, Attn: Janice Johnson
200 West Baltimore Street, Baltimore, Maryland 21201

(3) 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 Agreement. In no event shall any invoice be submitted later than 60 calendar days from the Agreement termination date.

2.13 REPORTING

The Contractor and the Maryland Department of Education shall conduct monthly progress meetings. A monthly project progress report shall be submitted 3 days in advance prior to the discussion to the TO Manager and shall contain, at a minimum, the following information:

- Requesting Agency name, Contract Agreement number, reporting period and “Progress Report” to be included in the e-mail subject line.
- Work accomplished during the monthly period.
- Deliverable progress, as a percentage of completion.
- Problem areas, including scope creep or deviation from the work plan.
- Planned activities for the next reporting period.
- Gantt chart updated from the original to show actual progress; as applicable, explanations for variances and plan for completion on schedule.
- An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date.

2.14 CHANGE ORDERS

If the Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, the Contractor and Project Manager shall negotiate a mutually acceptable price modification based on the Contractor’s rates in the Contract and scope of the work change. No scope of work modifications shall be performed until a change order is executed by MSDE’s Procurement Officer.

2.15 TERM OF CONTRACT

The term of this contract shall be for a base period of 3 years from the date of final notification of Contract award and 1 option renewal period, subject to State appropriations.

2.16 TYPE OF CONTRACT

This contract is an **indefinite quantity fixed price contract** per COMAR 21.06.03, which is available at: www.dsd.state.md.us/comar/subtitle_chapters/Titles.aspx – select Title number 21.

2.17 CONTRACTOR PERFORMANCE EVALUATION

A. To assure that MSDE receives quality services from the Contractor, MSDE will conduct semi-annual Performance Evaluations of the Contractor. An evaluation is considered acceptable if there are no marks in the Needs Improvement Column. All evaluations with marks in the “Needs Improvement” column must require the Contractor’s Contract Administrator to submit a Remediation Plan within 10 business days from the date of notification to the Contractor on the evaluation form, unless due to unforeseen events where the Contractor may request in writing an extension that must be approved by the MSDE Project Manager.

B. An initial evaluation will be conducted within 90 days of the contract start date. After the initial evaluation, the Contractor must be evaluated every six months until the Contractor receives an evaluation with no checks in the “Needs Improvement” column. After two acceptable evaluations, the Contractor will be evaluated once a year. If the Contractor fails to receive acceptable evaluations for two successive periods, the State of Maryland may begin proceedings to terminate the contract.

C. Contractor staff will be evaluated every six months until the Contractor staff receives two acceptable evaluations. After two acceptable evaluations, the Contractor staff will be evaluated once a year. Evaluation end-date will be either six months and/or year anniversary of contract start date. If the Contractor staff fails to receive acceptable evaluations for two successive periods, the MSDE Project Manager will work with the Contractor to replace the non-productive Contractor employee with another agreed-upon Contractor employee that MSDE approves. MSDE reserves the right to replace any Contractor employee at MSDE’s discretion.

SECTION 3 – TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS II TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one or two possible responses: 1) a proposal and/or 2) a completed Master Contractor Feedback form submitted electronically via the CATS II web site explaining why the Master Contractor will not be submitting a proposal. The form is accessible via, your CATS II Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

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 II 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 resumes for all proposed personnel by labor category.
- 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in Section 2.9.
- 3) Complete and provide at the interview, Attachment 5 – 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) MBE Participation

- 1) Submit completed MBE documents Attachment 2 - Forms D-1 and D-2.

D) Subcontractors

- 1) Identify all proposed subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.

E) 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, to be provided at the interview, 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.
- 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 government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
- a) The State contracting entity,
 - b) A brief description of the services/goods provided,
 - c) The dollar value of the contract,
 - d) The term of the contract,
 - e) Whether the contract was terminated prior to the specified original contract termination date,
 - f) Whether any available renewal option was not exercised,
 - g) The State employee contact person (name, title, telephone number and e-mail address).

This information will be considered as part of the experience and past performance evaluation criteria in the TORFP.

F) State Assistance

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

G) 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) A description of any assumptions on which the Master Contractor's Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal).
- B) B) Completed Financial Proposal - Attachment 1

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 II TORFP. In making the TO Agreement award determination, MSDE/OIT 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 Master Contractor's proposed solution and understanding of the TORFP Scope of Work based on the required response in Section 3.2.1.A.1.
- Personnel experience required in Section 3.2.1.B.

4.3 SELECTION PROCEDURES

4.3.1 TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2.9 and quality of responses to Section 3.2.1 of the TORFP. Master Contractor proposals that fail to meet the minimum qualifications will be deemed not reasonably susceptible for award, i.e., disqualified and their proposals 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 of 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.

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 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.

ATTACHMENT 1 – PRICE PROPOSALS

ELECTRONIC LICENSING INSPECTION SYSTEM (ELIS)

TORFP #R00B9200093

PRICE PROPOSAL

IDENTIFICATION	DELIVERABLE	PROPOSED PRICE
2.7.1	PLANNING PHASE	
	Draft Project Plan	\$
	Final Project Plan	\$
2.7.2	REQUIREMENTS ANALYSIS PHASE	
	Functional Requirements Document	\$
2.7.3	DESIGN PHASE	
	System Design Document	\$
2.7.4	DEVELOPMENT AND TRAINING PHASE	
	Software Development Document	\$
	Test Analysis Report	\$
	Implementation Plan	\$
	Training Plan	\$
	Application Final Status Report	\$
2.7.5	IMPLEMENTATION PHASE	
	Implementation of Delivered System	\$
TOTAL FOR DEVELOPMENT PHASE		\$

**ELECTRONIC LICENSING INSPECTION SYSTEM (ELIS)
TORFP #R00B9200093**

OPERATIONS AND MAINTENANCE PRICE PROPOSAL

Labor Categories	A	B	C
	Hourly Labor Rate	Total Est. Hours	Total Proposed CATS TORFP Price
YEAR 1			
(Labor Cat 2) Project Manager	\$	100	\$
(Labor Cat 11) Applications Dev Expert	\$	100	\$
(Labor Cat 22) Senior Database Mgmt Spec	\$	100	\$
(Labor Cat 45) Senior Help Desk Specialist	\$	100	\$
(Labor Cat 59) Internet/Intranet Site Developer, Sr.	\$	100	\$
(Labor Cat 28) Training Specialist/Instructor	\$	100	\$
Hosting Services			
YEAR 2			
(Labor Cat 2) Project Manager	\$	100	\$
(Labor Cat 11) Applications Dev Expert	\$	100	\$
(Labor Cat 22) Senior Database Mgmt Spec	\$	100	\$
(Labor Cat 45) Senior Help Desk Specialist	\$	100	\$
(Labor Cat 59) Internet/Intranet Site Developer, Sr.	\$	100	\$
Hosting Services			
YEAR 3			
(Labor Cat 2) Project Manager	\$	100	\$
(Labor Cat 11) Applications Dev Expert	\$	100	\$
(Labor Cat 22) Senior Database Mgmt Spec	\$	100	\$
(Labor Cat 45) Senior Help Desk Specialist	\$	100	\$
(Labor Cat 59) Internet/Intranet Site Developer, Sr.	\$	100	\$
Hosting Services			
OPTION PERIOD			
(Labor Cat 2) Project Manager	\$	100	\$
(Labor Cat 11) Applications Dev Expert	\$	100	\$
(Labor Cat 22) Senior Database Mgmt Spec	\$	100	\$
(Labor Cat 45) Senior Help Desk Specialist	\$	100	\$
(Labor Cat 59) Internet/Intranet Site Developer, Sr.	\$	100	\$
Hosting Services			
TOTAL EVALUATED PRICE			\$

ELECTRONIC LICENSING INSPECTION SYSTEM (ELIS)

TORFP #R00B9200093

SUMMARY

DESCRIPTION	PERIOD		COST	TOTAL COST
DEVELOPMENT				\$
OPERATIONS & MAINTENANCE (YEAR 1)	Annually	X		\$
OPERATIONS & MAINTENANCE (YEAR 2)	Annually	X		\$
OPERATIONS & MAINTENANCE (YEAR 3)	Annually	X		\$
OPTION PERIOD	Monthly	X		
GRAND TOTAL				

Authorized Individual Name

Company Name

Title

Federal ID

Vendor's Address

City, State and Zip Code

Telephone Number

Fax Number

Authorized Signature

Email Address

Date

ATTACHMENT 2 – TASK ORDER AGREEMENT

CATS II TORFP# R00B9200093 OF MASTER CONTRACT 060B9800035

This Task Order Agreement (“TO Agreement”) is made this **day** of **Month**, 2009 by and between **MASTER CONTRACTOR** and the STATE OF MARYLAND, MARYLAND STATE DEPARTMENT OF EDUCATION.

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means the MARYLAND STATE DEPARTMENT OF EDUCATION, as identified in the CATS II TORFP # R00B9200087.
 - b. “CATS II TORFP” means the Task Order Request for Proposals # **ADPICS PO**, dated **MONTH DAY, YEAR**, including any addenda.
 - c. “Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and **MASTER CONTRACTOR** dated **xxx 2009**.
 - d. “TO Procurement Officer” means Albert Annan. 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 the **TO Requesting Agency** and **MASTER CONTRACTOR**.
 - f. “TO Contractor” means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is _____ and whose principal office in Maryland is _____.
 - g. “TO Manager” means **TO Manager** of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS II TORFP dated **date of TO Proposal – Technical**.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS II TORFP dated **date of TO Proposal - FINANCIAL**.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
 - 2.1. This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
 - 2.2. The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS II 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 II TORFP
 - c. Exhibit B – TO Proposal-Technical
 - d. Exhibit C – TO Proposal-Financial
- 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 II TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of one year, commencing on the date of Notice to Proceed and terminating on **MONTH DAY, YEAR**.
4. Consideration and Payment
- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS II TORFP and shall not exceed \$**total 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.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS II TORFP, but no later than thirty (30) days after the Agency's receipt of an 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.
- C) 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is **Federal ID 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 Agency TO Manager unless otherwise specified herein.
- . 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

TO CONTRACTOR NAME

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, MARYLAND STATE DEPARTMENT OF EDUCATION

By: Albert Annan, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 3 - 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 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.
- 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 as necessary):
- E) The Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the 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 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 060B9800035.
2. Only labor classifications proposed in the Master Contractors Technical proposal may be proposed under the CATS II TORFP process.
3. 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.

4. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
5. 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.
6. 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 5 – DIRECTIONS TO THE PRE-TO PROPOSAL CONFERENCE

The Pre-Proposal Conference will be held:

FRIDAY, APRIL 9, 2010 @ 2:00 PM

Maryland State Department of Education
200 West Baltimore Street
Baltimore, MD 21201
8th Floor, Conference Room 1

From Interstate 95 (Washington, D. C.)

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

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

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

From Annapolis – Route 50

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 - 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 II TORFP #ADPICS PO for TORFP Title. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in Section 1.8 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 1.8, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to TO Procurement Officer, TO Requesting Agency on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 7 - NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ____ day of _____, 200__, by and between the State of Maryland ("the State"), acting by and through its **TO Requesting Agency** (the “Department”), and _____ (“TO Contractor”), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for **TORFP Title** TORFP No. **ADPICS PO** dated **release date for TORFP**, (the “TORFP”) issued under the Consulting and Technical Services II procurement issued by the Department, Project Number 060B9800035; 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.

CONTRACTOR/CONTRACTOR'S PERSONNEL:

TO REQUESTING AGENCY:

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Submit as required in Section 1.7 of the TORFP

ATTACHMENT 8 – TO CONTRACTOR SELF-REPORTING CHECKLIST

The purpose of this checklist is for CATS II Master Contractors to self-report on adherence to procedures for task orders (TO) awarded under the CATS II master contract. Requirements for TO management can be found in the CATS II 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.state.md.us 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	
<p>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.)</p>	
<p>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) _____</p>	
<p>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) _____</p>	
Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials	
<p>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) _____</p>	
<p>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) _____</p>	
<p>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) _____</p>	

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) _____
D) 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 sub-contractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% (3,000 ÷ 10,000 = 0.30))
D) 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) _____
E) 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) _____

EXHIBIT A

**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
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____