



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

**Hosting and System Management Services for  
Child Care Administration Tracking System (CCATS)**

**CATS II TORFP # R00B9200098**

**Maryland State Department of Education**

**ISSUE DATE: THURSDAY, MAY 27, 2010**

# TABLE OF CONTENTS

NOTICE TO MASTER CONTRACTORS.....	5
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    MINORITY BUSINESS ENTERPRISE (MBE).....	7
1.6    CONFLICT OF INTEREST .....	8
1.7    NON-DISCLOSURE AGREEMENT.....	8
1.8    LIMITATION OF LIABILITY CEILING.....	8
1.9    CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES .....	8
SECTION 2 – SCOPE OF WORK.....	9
2.1    PURPOSE .....	9
2.2    REQUESTING AGENCY INFORMATION .....	9
2.3    MANAGEMENT ROLES AND RESPONSIBILITIES .....	9
2.4    SYSTEM BACKGROUND AND DESCRIPTION .....	10
2.4.1    Objectives.....	10
2.4.2    Technical Environment.....	10
2.4.3    User Community .....	11
2.4.4    External Interfaces.....	11
2.4.5    MSDE Provided Capabilities .....	11
2.5    PROFESSIONAL DEVELOPMENT .....	12
2.6    REQUIREMENTS.....	13
2.6.1    TO Contractor Personnel Duties and Responsibilities .....	13
2.6.2    WORK HOURS.....	21
2.6.3    SERVICE LEVEL AGREEMENT.....	22
2.6.4    PERFORMANCE EVALUATION.....	22
2.6.5    PERFORMANCE PROBLEM MITIGATION.....	22
2.6.6    SUBSTITUTION OF PERSONNEL.....	22
2.6.7    BACKUP / DISASTER RECOVERY .....	23
2.6.8    HARDWARE, SOFTWARE, AND MATERIALS.....	25
2.7    DELIVERABLES.....	29

2.8	REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES .....	30
2.9	TO CONTRACTOR PERSONNEL QUALIFICATIONS.....	30
2.9.1	<i>Personnel for System Management (Fixed Price)</i> .....	30
2.9.2	<i>Personnel for Work Orders (Time and Materials)</i> .....	31
2.10	TO CONTRACTOR EXPERTISE REQUIRED .....	32
2.11	INVOICE SUBMISSION .....	32
2.11.1	<i>INVOICE FORMAT</i> .....	32
2.11.2	<i>MBE PARTICIPATION REPORTS</i> .....	33
SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS .....		34
3.1	REQUIRED RESPONSE .....	34
3.2	FORMAT .....	34
3.2.1	<i>The technical portion of the TO Proposal shall include:</i> .....	34
3.2.2	<i>The financial response of the TO Proposal shall include:</i> .....	35
SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT .....		36
4.1	EVALUATION CRITERIA .....	36
4.2	TECHNICAL CRITERIA .....	36
4.3	SELECTION PROCEDURES .....	36
4.4	COMMENCEMENT OF WORK UNDER A TO AGREEMENT .....	36
SECTION 5 - ATTACHMENT 1 .....		37
PRICE PROPOSAL CATS II TORFP # R00B9200098 .....		37
SECTION 5- ATTACHMENT 1 .....		38
PRICE PROPOSAL CATS II TORFP # R00B9200098 .....		38
ATTACHMENT 1.....		39
PRICE PROPOSAL CATS II TORFP # R00B9200098 .....		39
ATTACHMENT 1A – TIME AND MATERIALS PRICE PROPOSAL .....		40
ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS .....		43
SECTION 6 ATTACHMENT 3 - TASK ORDER AGREEMENT.....		54
ATTACHMENT 4.....		57
CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE .....		57
ATTACHMENT 5.....		58
LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY .....		58
ATTACHMENT 6 - DIRECTIONS TO THE PRE-TO PROPOSAL CONFERENCE.....		60
ATTACHMENT 7 - NON-DISCLOSURE AGREEMENT (OFFEROR).....		61

ATTACHMENT 8..... 63  
NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)..... 63  
ATTACHMENT 9 – TO CONTRACTOR SELF-REPORTING CHECKLIST..... 66  
ATTACHMENT 10 – LIVING WAGE AFFIDAVIT OF AGREEMENT..... 69  
ATTACHMENT 11 CONTRACTOR PERFORMANCE EVALUATION ..... 71  
EXHIBIT A..... 72

# 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 are required to submit the reason(s) why per Section 3.1 of the TORFP. If you have chosen not to propose to this TORFP, you must complete and email this notice to the TO Procurement Officer. 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: HOSTING AND SYSTEM MANAGEMENT AND OPERATIONS SERVICES FOR CHILD CARE ADMINISTRATION TRACKING SYSTEM (CCATS)**

**TORFP No.: R00B9200098**

1. If you have responded with a "not submitting Task Order Proposal", please indicate the reason(s) below:
  - ( ) Other commitments preclude our participation at this time.
  - ( ) The subject of the TORFP is not something we ordinarily provide.
  - ( ) We are inexperienced in the services required.
  - ( ) Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
  - ( ) The scope of work is beyond our present capacity.
  - ( ) Doing business with the State of Maryland is too complicated. (Explain in REMARKS section.)
  - ( ) We cannot be competitive. (Explain in REMARKS section.)
  - ( ) Time allotted for completion of a Task Order Proposal is insufficient.
  - ( ) Start-up time is insufficient.
  - ( ) Bonding/Insurance requirements are too restrictive. (Explain in REMARKS section.)
  - ( ) TORFP requirements (other than specifications) are unreasonable or too risky.  
(Explain in REMARKS section.)
  - ( ) Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
  - ( ) Payment schedule too slow.
  - ( ) Other: \_\_\_\_\_.
  
2. If you have submitted a Task Order Proposal, but wish to offer suggestions or express concerns, please use the Remarks section below.

Remarks:

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Master Contractor Name: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone \_\_\_\_\_

E-Mail \_\_\_\_\_ Fax No. \_\_\_\_\_

## KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services II (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 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. Master Contractors choosing not to submit a 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. 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 NAME:	Hosting and System Management and Operations Services for Child Care Administration Tracking System (CCATS)
FUNCTIONAL AREA:	System Facility Management and Maintenance (SFMM) Functional Area 6
TORFP ISSUE DATE:	<b>THURSDAY, MAY 27, 2010</b>
Closing Date and Time:	<b>MONDAY, JULY 12, 2010 BY 2:00 PM</b>
TORFP Issuing Office:	Maryland State Department of Education (MSDE) Office of Information Technology 200 West Baltimore Street Baltimore, MD 21201
Questions and Proposals are to be sent to:	Dorothy Richburg, Procurement Officer <a href="mailto:drichburg@msde.state.md.us">drichburg@msde.state.md.us</a>
TO Procurement Officer	Dorothy Richburg, Procurement Officer Office Phone: 410-767-0628 Office Fax: 410-333-2017
TO Manager:	Sidney Drake, Chief Information Officer Office Phone: 410-767-8108 Office Fax: 410-333-0257
Project Number:	R00P9200098
TO Type:	Fixed price / Time and Materials
Period of Performance:	2 years plus 18 month option period (May 31, 2014)
MBE Goal:	10 percent
Small Business Reserve (SBR):	No
Primary Place of Performance:	TO Contractor Facility
State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:	Subject to proposal options accepted, MSDE may provide the facility to house CCATS Servers and Equipment.
TO Pre-Proposal Conference:	Maryland State Department of Education (MSDE) 200 West Baltimore Street, 8 <sup>th</sup> Floor, CR 2 Baltimore, MD 21201 <b>TUESDAY, JUNE 15, 2010 @ 1:00 PM</b> See Attachment 6 for Directions

## 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 (TOA) scope issues, and for authorizing any changes to the TOA.

The TO Manager has the primary responsibility for the management of the work performed under the TOA; 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 TOA, Attachment 3, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal.

### 1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. 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 #R00P9200098. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP #R00P9200098 Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP #R00P9200098 Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

Attachment 1 – Price Proposal

Attachment 2 - MBE Forms D-1 and D-2

Attachment 4 - Conflict of Interest and Disclosure Affidavit

Attachment 10 – Living Wage Affidavit of Agreement

### 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 MINORITY BUSINESS ENTERPRISE (MBE)

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation (Attachment 2 - Forms D-1 and D-2) at the time it submits its TO Proposal. **Failure of the**

**Master Contractor to complete, sign, and submit all required MBE documentation at the time it submits its TO Proposal will result in the State's rejection of the Master Contractor's TO Proposal.**

## **1.6 CONFLICT OF INTEREST**

The TO Contractor awarded the TOA 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.

## **1.7 NON-DISCLOSURE AGREEMENT**

Certain system documentation may be available for potential Offerors to review at a reading room at

Maryland State Department of Education (MSDE)  
Office of Information Technology  
200 West Baltimore Street  
Baltimore, MD 21201.

Offerors who review such documentation will be required to sign a Non-Disclosure Agreement in the form of Attachment 7. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TOA in order to fulfill the requirements of the TOA. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement in the form of Attachment 7.

## **1.8 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 TOA amount.

## **1.9 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 9 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

The Maryland State Department of Education is issuing this CATS II TORFP to obtain system management and operations support services for the Child Care Administration's Tracking system (CCATS) production, training and testing environments. TO Contractor personnel shall perform activities that support system operations, maintenance and support, including administration and management of the application and database. Proposals are invited on two alternative approaches for these services:

- 1) The TO Contractor will provide the required administration, management and operations support for state owned servers at a facility provided by the TO Contractor.
- 2) The TO Contractor will provide the required administration, management and operations support for state owned servers at MSDE's facility, utilizing the data center at 200 West Baltimore Street, Baltimore, MD.

A separate price proposal will be required for each of these alternatives.

### 2.2 REQUESTING AGENCY INFORMATION

The Maryland State Department of Education (MSDE) provides leadership, support, and accountability for effective systems of public education, library services and rehabilitation services. The Division of Early Childhood Development, which includes the Office of Child Care, contributes to the department's mission by working to enable all children to enter kindergarten ready to learn. The Office of Child Care administers federal Child Care Development Block Grants and is responsible for the implementation of Maryland child care legislation and regulations.

Extensive background information about the Division of Early Childhood Development is available on the Department website by selecting Early Childhood Development from the Divisions menu.

### 2.3 MANAGEMENT ROLES AND RESPONSIBILITIES

The roles and responsibilities of this Task Order's Key Management Personnel are defined as follows:

1. TO Procurement Officer – MSDE representative responsible for managing the TO solicitation and award process, change order process, substitution of personnel process.
2. MSDE MBE Compliance Officer – MSDE representative responsible for working with the TO Procurement Officer and TO Manager to ensure MBE compliance of issued Task Orders and to gather payment data from both the Prime Contractor and MBE Sub-Contractor(s) for the reporting of MBE participation on procurements.
3. TO Manager – MSDE representative responsible for managing the day to day activities of the TO including the direct supervision of the on-site TO Contractor personnel. The TO Manager will also be responsible for preparing the TO solicitation, review and approval of proposed change orders, review and approval of proposed substitution of personnel, reviewing and approving invoices and monitoring and reporting TO Contractor personnel performance.
4. TO Contractor Key Management Personnel – Representative of the TO Contractor who oversee their personnel assigned under this TO. This representative will be the point of contact for managing and correcting any disputes related to this TO. This representative will also be responsible for the preparation and submittal of invoices and MBE reports by the due date defined in this TO as well as any other correspondence relating to this TO and its activities.

## **2.4 SYSTEM BACKGROUND AND DESCRIPTION**

The Child Care Administrative Tracking System (CCATS) is a comprehensive, integrated web-based application that supports DECD transaction processing in five major business process areas:

1. Licensing, to ensure that child care facilities are safe and healthy.
2. Subsidies, to assist eligible low-income families in purchasing quality child care including payment processing.
3. Credentialing, to provide access to quality training, to encourage and support child care providers and child care programs in upgrading their professional skills and certifying their level of skill attainment and improving the quality of the program. This includes payment processing.
4. Grants, to provide targeted financial assistance that enables providers to become licensed, to improve the quality of service offered or otherwise benefits the child care community.
5. Accounting, to manage program finances; make prompt and accurate payments to providers; and to recover improper payments.
6. Currently the application is being used on a private intranet, by MSDE personnel and partners with explicit network access. The agency plans to also implement a public portal that will enable child care providers, customers, and trainers to view and update their own data.

### **2.4.1 Objectives**

The specific objectives MSDE seeks to accomplish through the CCATS server hosting services described in this TORFP are to:

1. Achieve substantial improvements in the efficiency and performance of IT services.
2. Support and manage the MSDE CCATS servers for successful operations of CCATS application. Hosting will be secure, stable, cost competitive, and provide sufficient scale for growth.
3. Provide predictable processing cost with high levels of productivity.
4. Incur manageable incremental processing costs as growth occurs.
5. To provide the ability to acquire additional workload, products and service through a work order process.
6. Provide users with improved service (e.g., response time).
7. Ensure that the transition to a new environment will be transparent to MSDE, thirteen (13) Regional Offices and the twenty four (24) subdivisions of Maryland.

### **2.4.2 Technical Environment**

CCATS is developed in J2EE (v1.4). In Maryland the system has been implemented with the IBM Websphere application server (v5.1) and DB2 (v9.5). The hardware infrastructure is primarily IBM P series servers with AIX v5.2. The application environment consists of a production application server, a test application server, a training application server and a database server.

The Business Objects software has been implemented as the reporting solution with an upgrade to version XI planned for spring of 2010. The reporting environment includes a Production Business Objects Server and a test Business Objects server.

Currently the application is implemented on the MSDE secure intranet utilizing networkMaryland as the WAN for 13 regional offices and approximately 50 local Departments of Social Services (LDSS) offices. Access is also provided to the Subsidy Payment Processing Vendor. A network diagram is provided in Section 2.4.5 and specifications for hardware and software are provided in Section 2.6.8.

### **2.4.3 User Community**

The current internal application on the MSDE Intranet is used by the following:

1. MSDE personnel in the central Office of Child Care and in 13 Regional Licensing Offices.
2. Department of Human Resources / Local Department of Social Services Subsidy Case Managers
3. The Payment Processing Vendor staff

In the future, the public portal will be used by the following:

1. Local Child Care Resource and Referral Partner Agencies
2. Child Care Centers and staff
3. Registered Family Child Care Providers
4. Informal Providers
5. Subsidy Customers (Parents)
6. Approved Individual Trainers and Training Organizations

### **2.4.4 External Interfaces**

The application utilizes connections for real time and batch interfaces which are provided through MSDE and network Maryland. Interfaces include:

1. Real time and batch interfaces exist with the Department of Human Resources CIS and CARES applications to exchange information on social services and confidential data from child protective services.
2. Batch interfaces exist with the Maryland Financial Management Information System (FMIS) to process payments for child care subsidies and quality incentive payments.
3. Batch interfaces exist with the Mail House Vendor.

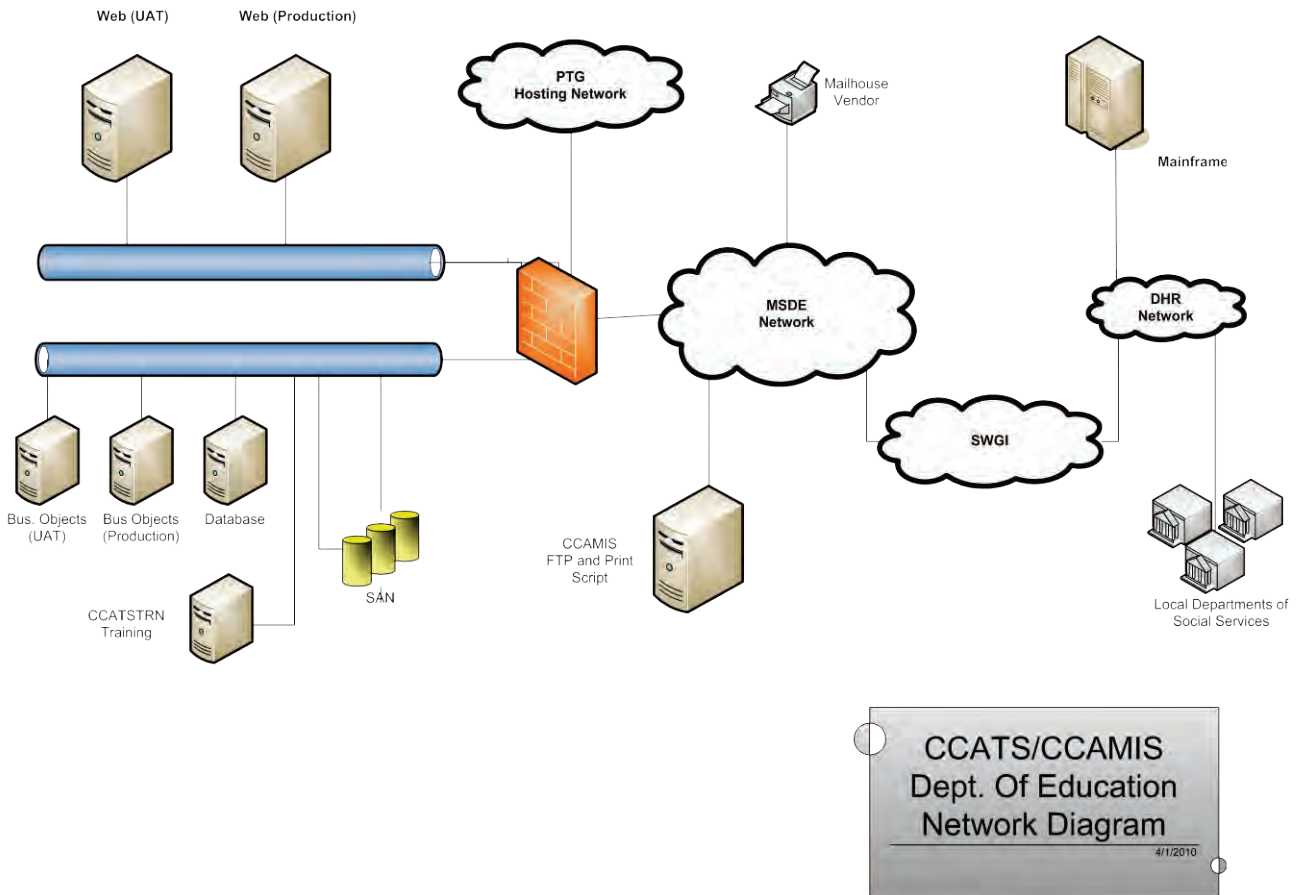
### **2.4.5 MSDE Provided Capabilities**

MSDE will provide

1. Internet connectivity if required through networkMaryland. MSDE will provide the circuit to access networkMaryland.
2. Development and maintenance of the CCATS application code.
3. Procure WebSphere and Universal Database (UDB) licenses and maintenance for the CCATS production and test environments if new licenses become necessary.
4. Handle end-user communication, support and administration with respect to the hardware and application access as well as user access. This includes administration of user accounts.
5. Provide a focal point for this project through which inquiries may be directed.

6. Provide Help Desk services for end users.
7. Provide Domain Name System (DNS) support.
8. Allow access to the environment for support and monitoring through a DMZ environment in the MSDE Network provided by the Secure Network Interface solution.

The network architecture currently in place for CCATS is depicted in the following diagram:



## 2.5 PROFESSIONAL DEVELOPMENT

Technology and software products continuously change. The TO Contractor must ensure continuing education opportunities for the personnel provided. This education would be associated with the technologies currently utilized by MSDE or anticipated to be implemented by MSDE in the near future. All costs, including, but not limited to, the actual course costs and course attendance time are the responsibility of the TO Contractor. MSDE will not cover any costs associated with the professional development of the TO Contractor personnel.

## **2.6 REQUIREMENTS**

### **2.6.1 TO Contractor Personnel Duties and Responsibilities**

The work to be accomplished by the TO Contractor personnel under this TORFP shall consist of the following:

#### **A) Hosting Facility provided by the TO Contractor (Recurring Duties – Fixed Price Based – Optional)**

MSDE may elect to house the CCATS servers and equipment at the MSDE Data Center at 200 West Baltimore Street, Baltimore MD. If MSDE houses the equipment, the Hosting Facility option will not be exercised.

The CCATS Servers and related equipment will be housed at an external facility provided by the TO Contractor. The TO Contractor will be responsible for relocating the CCATS Servers from the existing hosting facility in Linthicum, MD with minimal disruption of service during business hours of 7:30 to 5:30 Monday through Friday. The re-location must be completed and accepted no later than December 31, 2010.

When an external facility is required, the TO Contractor shall provide a hosting facility for CCATS Servers with the following capabilities:

- a. Raised floor space, power, and network connectivity at the hosting facility.
- b. Provide support for Internet & networking connectivity to the hosting facility and the existing servers.
- c. Provide local area networking for the CCATS production & testing environments.
- d. Provide networking communications connections support between the Department of Human Resources mainframe, currently located in Dallas, Texas , and the CCATS located at the Hosting Facility through the MSDE network.
- e. Provide Network connectivity support from the hosting facility to 200 West Baltimore Street, Baltimore, MD 21201.
- f. Provide a hosting facility within 50 miles radius of 200 West Baltimore Street, Baltimore, MD 21201.
- g. Provide MSDE and/or its designee(s) access to the server environment at the hosting facility upon request.

#### **B) System Management (Recurring Duties – Fixed Price Based)**

##### **1. Operation and Maintenance**

The TO Contractor shall provide day to day operational services/support for the CCATS application and supporting systems including the following capabilities:

- a. Provide a single point of contact through which inquiries or service issues may be directed.
- b. Provide operation and maintenance of the existing Application, Database, Testing and SAP BusinessObjects servers with the required software listed in section 2.6.8.
- c. Provide support for WebSphere and its associated web development software products,

updates and patches.

- d. Provide support for the application servers, Database server, Testing Server and SAP BusinessObjects servers with the appropriate system updates and patches.
- e. Manage and maintain the servers detailed in section 2.6.8.
- f. Support the Operating System, IBM support tools, and MSDE provided middleware software detailed in section 2.6.8.
- g. Provide Basic Operating System (BOS) build of the CCATS IBM PSeries AIX servers and xSeries Windows servers with the operating system and standard monitoring tools if new servers are introduced into the environment through the Change Order process.
- h. Provide monitoring services for the servers described in section 2.6.8. Monitoring services include processor utilization: swap space utilization: file system full: and availability. Alerts for action by the Help Desk are generated when mutually agreed upon thresholds are exceeded. The TO Contractor shall make commercially reasonable efforts to verify that the Web Hosting Environment is operational and available to users and to identify any problems that occur, and to take corrective action.
- i. Provide Help Desk support services for any issues that may arise regarding the environment described in this proposal.
- j. Prepare and maintain a Procedures Manual for the CCATS system addressing the topics in the MD SDLC templates for Operations and System Administration, as appropriate to CCATS.
- k. Provide a monthly report on performance against service level agreement standards. The report is due by the fifteenth day of the month following the end of the report period.
- l. Attend meetings at MSDE Headquarters, 200 West Baltimore Street, Baltimore MD upon request. It is expected that meeting requests would average less than once a month.

## **2. System and Database Administration**

The TO Contractor shall administer the system and the database as required to provide the services and meet the service levels, in accordance with this Agreement and as described below:

- a. Perform modifications, enhancements, or changes necessary to correct errors and operational modifications, such that each item of software operates according to its documentation, specifications, and any applicable service levels, and such that the services dependent on such software are provided in accordance with the service levels.
- b. Monitor systems on a periodic basis through appropriate tools to ensure that processing is performed efficiently.
- c. Install and upgrade software so as to remain within one generation of the then-current release. MSDE will determine the implementation timing of any upgrades. Notwithstanding the above, TO Contractor shall not upgrade software if TO Contractor notifies MSDE that such an upgrade will have an adverse impact on MSDE and, after receiving such notice, MSDE decides not to proceed with the upgrade. The set of software supporting CCATS is listed in Section 2.6.8.

- d. Install new releases of existing software (listed in Section 2.6.8) or new software products in a test environment prior to its introduction into the production environment. The tests will determine functional deficiencies of the new release, compatibility with other production systems software and compatibility with production applications software. Any detected problems will be resolved in accordance with procedures set forth in the Procedures Manual before any software is moved to the production environment.
- e. Provide physical DBA support including highly technical expertise and support in the operation and production support of DB2. Analyze, recommend and implement improvements in file organization, indexing methods, and security procedures for the CCATS applications. Provide database tuning and performance monitoring. Develop, implement, and maintain database back-up and recovery procedures for the processing environments, and ensures that data integrity, security, and recoverability are built into CCATS operation and maintenance.
- f. Be responsible for scripts, schedules, and automation for databases and maintain database backup and recovery related scripts
- g. Own ROOT passwords on the servers and provide Super User Do (SUDO) access to application or web servers as needed.
- h. Assign IP addresses for the WebSphere LAN environment in the current facility including servers, switches and routers within a range of MSDE approved addresses.
- i. Provide support for WebSphere on the application servers including upgrades, patches, and fixes and support of the native WebSphere v5.1 or above.
- j. Routinely scan servers for viruses and other malware, and take immediate corrective action to remove threats to server operation and performance.
- k. Install, configure and support administrative tools for reporting and analysis to improve the management of the server environment and application.
- l. Provide appropriate information and documentation for any new, enhanced or modified systems software installed by TO Contractor at the data center or other facilities as requested by MSDE, and thereafter provide appropriate updates to such materials.
- m. To the extent not included above, implement other preventive and remedial maintenance and updates for systems software approved by MSDE.
- n. Provide reports and analysis to MSDE about the functionality, architecture, data, and other information related to the systems software (listed in Section 2.6.8), as requested by MSDE.
- o. Cooperate with third parties performing development and maintenance work on the systems software. Subject to security and confidentiality restrictions (as noted below in the State Security Manual), provide such third parties with access to the data center and the use of equipment, software (other than Third Party software, if any, where the underlying license agreement does not authorize such access and the necessary consent cannot be obtained), other facilities, computer time and other resources used by TO Contractor to perform the services.

### **3. Security**



The TO Contractor shall maintain security procedures for its data center in accordance with MSDE guidelines. The TO Contractor's data center Site Security Administrator shall follow the State's and MSDE's security procedures and resolve exception report issues in order to protect the Host Facility from any misuse. The TO Contractor shall use the same security software that is currently in use. The State Security Policies can be found on-line at <http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx> .

MSDE will have control over the Department's security environment, including the ability to perform user maintenance, reset passwords and generate exception reports.

The TO Contractor shall ensure that MSDE's internal auditors and/or appointed third party auditors will be granted access and given the right to audit the physical, logical, and environmental security of contractor's facility. The TO Contractor also agrees and will ensure that MSDE's third party auditors will have security access at TO Contractor's facility as authorized in writing by MSDE.

The TO Contractor, in consultation with, and with the approval of, MSDE, will develop and implement a plan for protected access. Included in such responsibilities, the TO Contractor shall:

- a. Review with MSDE all documented information security procedures. Develop security procedures for MSDE's review and approval, including a breach of security action plan. Adhere to MSDE data security policies.
- b. Capture data for audit trail purposes of all access exceptions, and make data available to MSDE upon request.
- c. Provide ongoing operational support of system security processes to supported environments.
- d. Establish and administer violation and access attempts report mechanism. Promptly provide written reports of all information security breaches discovered or made known to the TO Contractor.
- e. Initiate corrective actions to ensure breach will not occur again if it is within the TO Contractor's scope of responsibility. Prepare and retain documentation of breach investigations and provide copies to MSDE.
- f. In consultation with MSDE, identify security risks, recommend procedures to minimize them and implement such procedures, as appropriate, unless directed otherwise by MSDE.
- g. Assist in the recovery of lost/damaged information that result from security violations.

#### **4. Tape Management**

The TO Contractor shall perform automated tape management functions both on- and off-site in the manner currently performed in the support of MSDE. In connection with these tape management services, the TO Contractor shall:

- a. Provide logging and tracking of all physical tapes in and out of the data center, and provide required rotation of tapes for off-site vault storage.
- b. Develop procedures with MSDE governing time periods for retention of tapes, including reasonable periods for retention of tapes for auditing purposes. Such procedures will be included in the Procedures Manual.



- c. Store tapes at secure off-site vault storage as required by MSDE.
- d. Notify the tape storage provider when it is time to return a tape.
- e. Provide MSDE the capability to monitor compliance with retention and storage requirements.
- f. Complete tape mounts in sufficient time to meet production-processing requirements and, with respect to non-production processing, in accordance with agreed-to service levels.
- g. Ensure tape media is reliable and read/write errors are kept to a minimum.
- h. Ensure equipment is properly cleaned and maintained at the required intervals to minimize problems and outages.
- i. Ensure adequate supplies for the tape environment are maintained and that the scratch tape pool is sufficient to fulfill all data center needs.
- j. Store tapes in the manner stored by current outsourcer. Authorized MSDE representatives will be granted access to inspect storage areas.
- k. Retrieve archived tapes and restore required files and datasets as directed by MSDE within three days of notice.
- l. Provide MSDE with the capability to monitor tape management operations, mailing and receipt control.
- m. Report tape utilization and requirements.

## **5. File Services**

The TO Contractor shall manage all data, across all media that will ensure the availability and integrity of all MSDE data. In connection with these file services, the TO Contractor shall:

- a. Manage file services so that all files under its control are current, to the extent that the end user has provided necessary information, and available during requested access times.
- b. Develop procedures with MSDE governing time periods for retention of files. Such procedures will be included in a Procedures Manual.
- c. Initiate and complete required processing management functions to ensure the integrity of all data.
- d. Verify (using tools and procedures acceptable to MSDE) the successful receipt of all incoming files and the successful transmission of all outgoing files.
- e. Develop, document, maintain, update and execute MSDE-approved file backup and recovery procedures.
- f. Provide a recovery procedure for restoring a data image to a previous Level within an agreed amount of time.
- g. Provide recommendations to MSDE regarding backup and recovery considerations, such as improved levels of protection, efficiencies and cost reductions.
- h. Conduct routine backup and recovery procedures (e.g. dataset restore) so as not to adversely impact scheduled operations.

- i. Conduct routine monitoring and corrective action according to procedures approved by MSDE for intermediate files used for on-line and batch processing.
- j. Provide MSDE with documentation of essential files, including name, and utilization statistics to the extent available.
- k. Ensure that adequate file space is available for processing.
- l. Report MSDE disk space utilization and requirements on a monthly basis in addition to on demand reporting.
- m. Utilize disk storage resources in an efficient and cost effective manner.

## **6. Production Control/Job Scheduler**

The TO Contractor shall maintain production schedules in the response to all processing requests and new processing requirements. In connection with these production control services, the TO Contractor shall:

- a. Prioritize and schedule batch jobs and report distribution systems in accordance with MSDE's schedule parameters so that on-line applications dependent on batch processing will be available as scheduled.
- b. Distribute and obtain MSDE approval of all schedules prior to implementation.
- c. Coordinate and modify schedules for special requests and follow MSDE priorities. Promptly notify MSDE if special requests will affect the timely completion of other tasks.
- d. Respond to requests from MSDE for priority job execution.

## **7. Backup and Disaster Recovery Services**

The TO Contractor personnel shall provide the Backup and Disaster Recovery Support services described in Section 2.6.7.

### **C) Knowledge Transfer at Initiation of Contract**

#### **(Non-Recurring Duties – Fixed Price Based)**

1. Knowledge Transfer at the beginning of the contract period

The transition period will begin immediately following Contract award and the date the first NTP is issued. TO Contractor personnel that are identified as key staff are expected to work closely with both state employees and the prior TO Contractor staff during the transition period.

The State has planned for a 90 day transition period to complete verification and performance testing through a complete business cycle. The TO Contractor shall have a transition plan for transferring all maintenance and support activities and documentation from the incumbent to the TO Contractor. Additionally, the TO Contractor shall be provided with the incumbent's transition plan. The TO Contractor shall use this as the basis for the subsequent implementation of its startup transition plan and as part of the transition performance period.

The TO Contractor's transition solution and period of performance shall commence with the date of the NTP which will be issued at the kick-off meeting. The TO Contractor shall submit the final transition plan within 5 business days following the issuance of the NTP for transition. Upon acceptance of the plan, the plan is to be implemented in accordance with the timeframe specified in the TO Contractor's final transition plan.

The transition solution shall include a project plan that addresses:

1. Staffing including AIX, Websphere, and DB2 software expertise;
2. Communication between the TO Contractor, MSDE, the incumbent contractor and other State contractors;
3. Security access and system connectivity;
4. Hardware/software and office administrative needs;
5. Training and orientation of TO Contractor's staff on state applications;
6. Attaining working knowledge of standard operating procedures to support and maintain the CCATS application and reporting environments;
7. Attaining working knowledge of all technical and functional matters associated with the network and security architecture, the database and system applications;
8. Attaining working knowledge of various utilities and software products used to support CCATS;
9. Timing of transition; status reporting and meetings with MSDE;
10. Demonstrate team's operational readiness to move into maintenance and support phase.

#### **D) Knowledge Transfer at Conclusion of Contract**

##### **(Non-Recurring Duties – Fixed Price Based)**

The TO Contractor shall support requested activities for technical, business and administrative support to ensure effective and efficient end-of-contract transition to the State or another State contractor. Examples of these activities include a final project debriefing meeting, organization and hand-off of project materials, documentation, electronic media, any final reports, updated work plans, and final invoices. The TO Contractor shall ensure that all necessary knowledge and materials for the tasks completed is transferred to the custody of State personnel.

A Transition Plan shall be due from the TO Contractor within 30 days of being notified by the TO Contract Manager of a final contract end date. The transition plan shall include:

- A) Any Staffing concerns/issues;
- B) Communications between the TO Contractor and the TORFP Contract Manager;
- C) Security and system access: review and closeout as needed;
- D) Any hardware/software and telecommunications requirements and setup, other general office needs;
- E) Any final training/Orientation of State staff or another State contractor's staff;
- F) Knowledge transfer to include:
  1. A working knowledge of the system environment as well as the general business practices of the State;

2. Review with DoIT the procedures and practices that support the business process and system;
  3. Working knowledge of all technical and functional matters associated with the system, its system architecture, data file structure, system interfaces, any batch programs, and any hardware or software tools utilized in the performance of this Contract;
  4. Documentation that lists and describes all hardware and software tools utilized in the performance of this Contract;
  5. A working knowledge of various utilities and corollary software products used in support and operation of the system;
  6. A working knowledge of all processes and procedures, both functional and technical, concerning all the system's interfaces.
- G) Completion of tasks and any unfinished work plan items;
- H) A working knowledge of standard operating procedures;
- I) Provide for the development and content of a checklist to document the State's readiness;
- J) Demonstrate and document TO Contractor's team readiness, allowing them to move into any follow-on phase such as maintenance;
- K) Document any risk factors and suggested solutions;
- L) Methodology for Status reporting and meetings;
- M) Timing of transition;
- N) All documentation and data is current and complete with a hard and soft copy in a format prescribed by the Contract Manager;
- O) Copies of current daily and weekly back-ups as of the final date of transition back to the State or State's Contractor, but no later than the final date of the Contract.

## **E) Server Relocation**

### **(Non-Recurring Duties – Fixed Price – Optional)**

#### **1. Equipment Re-location**

The TO Contractor shall transport, install, test and implement the CCATS Servers and Equipment to the selected facility based on the accepted proposal.

- a. The facility may be either:
  - The proposed TO Contractor facility that meets the requirements of Section 2.6.1.A) 1. , or
  - The MSDE Data Center at 200 West Baltimore Street, Baltimore, MD.
- b. There will be minimal disruption in services during business hours of 7:30 to 5:30, Monday through Friday, as a result of the re-location.

#### **2. Implementation Plan**

The TO Contractor shall provide an implementation plan for the equipment re-location.

- a. The Implementation Plan Template from the MD SDLC shall be used, including a schedule of tasks and responsibilities.
- b. The Implementation Plan shall include at least one full day for testing by MSDE following the re-location.
- c. The Plan shall identify risks and provide a contingency plan for potential significant problems.
- d. The Implementation shall be completed by December 31, 2010.

#### **F) Work Orders**

##### **(Non-Recurring Duties – Time & Materials - Work Order Based)**

The TO Contractor shall provide additional related services when issued a work order by the agency. The agency will specify the specific work to be performed and the appropriate SDLC steps as part of the work order.

The TO Contractor will provide a written not-to-exceed estimate for each work order describing the work to be performed, any additional duties and the estimated hours for the task. No work will be performed unless the agency approval is given to start the work order. Deliveries will be subject to user acceptance testing and approval by the agency prior to implementation in the production environment. The TO Contractor will report the progress and status of the work order as requested by the agency to meet project reporting and issue tracking requirements.

The estimate will not exceed the labor rates provided in the Price Proposal for Time and Materials. If other labor categories are needed for a specific task, the TO Contractor shall identify the labor category, expected hours and rate in the work order estimate.

An example of a work order would be the implementation of a web server to provide public access to the CCATS public portal when implemented. The web server would need to be architected and hardened to meet the requirements of the state security policy.

The TO Contractor will provide a written not-to-exceed estimate for each work order describing the work to be performed, any additional duties and the estimated hours for the task. No work will be performed unless the agency approval is given to start the work order. Deliveries will be subject to user acceptance testing and approval by the agency prior to implementation in the production environment. The TO Contractor will report the progress and status of the work order as requested by the agency to meet project reporting and issue tracking requirements.

Following implementation, work orders will be under warranty. If defects are identified in a work order following acceptance, a corrective action plan will be developed to remedy the issue. After the agency has approved the corrective action plan, the corrective action will be implemented at no cost to the state.

#### **2.6.2 WORK HOURS**

The CCATS system requires 24 x 7 x 365 support. The TO Contractor support will include:

- The TO Contractor will have skilled personnel available during state business hours of 8:00 AM to 4:30 PM to consult with the agency and immediately respond to system issues.

- The TO Contractor shall establish an emergency on-call schedule for non-business hour support to enable the agency to contact skilled personnel for assistance with critical issues at any time.
- The TO Contractor shall assign personnel as needed to perform system activities on evening and/or weekend hours in addition to core business day hours.

### 2.6.3 SERVICE LEVEL AGREEMENT

The TO Contractor will provide a monthly report on performance for service levels. If service levels are not met, the TO Contractor will provide a corrective action plan to remedy performance. The corrective action plans for “Calls to Help Desk” and “Availability” shall be implemented at no cost to the state.

Service Level	Standard
<b>Calls to Help Desk</b>	Urgent Calls receive a response within 15 minutes 7 days/week, 24 hours a day. High Calls receive a response within 1 hour 7 days/week, 24 hours a day. Normal Calls receive a response within 1 hour 5 days a week, Mon-Fri 8AM-4:30 PM.
<b>Availability</b>	The production system is available 99% of the time, measured monthly and excepting pre-approved maintenance periods.
<b>Response Time</b>	Pages are served within 5 seconds and reports are delivered within 3 minutes. This service level will be met in cooperation with the application maintenance vendor.

### 2.6.4 PERFORMANCE EVALUATION

The TO Contractor will be evaluated by the TO Manager on a quarterly basis for work performed during that period. The established performance evaluation and standards are included as Attachment 11. Performance issues identified by the agency are subject to the mitigation process described in Section 2.6.5 below.

### 2.6.5 PERFORMANCE PROBLEM MITIGATION

In the event the agency is not satisfied with the performance of TO Contractor personnel, the mitigation process is as follows. The TO Manager will notify the TO Contractor in writing describing the problem and delineating remediation requirements. The TO Contractor will have three business days to respond with a written remediation plan. The plan will be implemented immediately upon acceptance by the TO Manager. Should performance issues persist, the TO Manager may give written notice or request immediate removal of the individual whose performance is at issue.

### 2.6.6 SUBSTITUTION OF PERSONNEL

The substitution of personnel procedures is as follows. The TO Contractor may not substitute personnel without the prior approval of the agency. To replace any personnel, the TO Contractor shall submit resumes of the proposed personnel specifying their intended approved labor category. All proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel and must be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute

personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.

## **2.6.7 BACKUP / DISASTER RECOVERY**

### **A) Back up procedures**

The TO Contractor shall perform backups of the web, application, and database servers on a regular basis using backup software (such as Veritas and BMC) provided by the TO Contractor. This shall include daily incremental backups and full weekly backups of all volumes of servers. Daily backups shall be retained for one month, and weekly backups shall be retained for two years, by the TO Contractor. Daily backups will be stored off-site by the TO Contractor. System backups for each of the listed servers will be on a quarterly basis, with two additional during the year, for a total of 6 system backups per server.

### **B) Disaster Recovery Services**

Disaster Recovery Services will include realistic planning and on-going operational duties to mitigate the effect of a disaster. Included in such responsibilities, the TO Contractor shall:

- Develop, in coordination with MSDE a disaster recovery plan. The plan will include the required recovery time for each system, sub system and/or MSDE functional area as well as for MSDE's business recovery requirements. MSDE will approve any resulting disaster recovery plan.
- Ensure security measures, as defined for normal operations, are satisfied in the disaster recovery plan.
- Ensure that the Disaster Recovery Plan meets or exceeds all audit specifications listed in the disaster recovery documents available on DBM's website.
- Assume responsibility for development, implementation, maintenance and testing the plan. MSDE must approve any change or modification to the Disaster Recovery Plan.
- Test the Disaster Recovery Plan in cooperation with MSDE, if so required.
- If tested, provide MSDE with a formal report of the test results.
- If implemented, provide proposed Disaster Recovery Plan modifications and ensure that problem resolution and re-testing of all unsuccessful test components is performed.

#### **1. Disaster Recovery Plan**

The TO Contractor shall document their ability to provide Disaster Recovery as described in their Disaster Recovery Plan. This Disaster Recovery Plan must integrate with the MSDE's Disaster Recovery Plan and adhere to State Disaster Recovery Plan guidelines available on DBM's website ( <http://doit.maryland.gov/support/Pages/SecurityDisasterRecovery.aspx> )

The TO Contractor shall develop a Disaster Recovery Plan that shall provide:

- The manner in which TO Contractor will perform backup and disaster recovery functions,
- The business recovery functions the TO Contractor will perform in the event of a disaster; and
- MSDE's priorities for backup and disaster recovery and methods for changing those priorities. The TO Contractor shall provide MSDE with a draft of the plan for MSDE's review and

comment, and will incorporate any reasonable comments or suggestions by MSDE into the Plan.

- Proposals for Hot and Warm sites as defined here:
  - Hot-Site - Service provides a fully redundant configuration mirroring your production systems. Systems, applications and data are pre-installed and are continuously maintained to mirror mission-critical production environments. Recovery time in the event of a disaster – 5 to 30 minutes
  - Warm-Site - MSDE data is periodically updated in the at the Disaster Recovery site. Although systems are not continuously mirrored, system and data synchronization occurs over a secure network, which enables MSDE to promptly restore critical systems in the event of a disaster. Recovery time in the event of a disaster – 30 minutes to 8 hours.

The TO Contractor shall provide the final Plan for MSDE’s approval by 30 days following the Effective Date of the contract. Pending development of the Disaster Recovery Plan, the TO Contractor shall use MSDE’s existing disaster recovery plan in effect as of the Effective Date.

**2. Duties to Safeguard System Operations and Continuity of Services**

- a. The TO Contractor shall carry out other backup and disaster recovery duties to safeguard system operations and continuity of services including:
  - Maintain off-site storage of MSDE’s data, software and documentation to support disaster recovery.
  - In the event of a disaster, the TO Contractor in consultation with the MSDE Project Manager shall implement the Disaster Recovery Plan.
  - Provide a single-point-of-contact for disaster recovery related communications and activities.
  - Modify its disaster recovery capability as necessary, during the contract term, to accommodate changes in MSDE business volumes, application enhancements or functions requested.
  - Identify opportunities for improvement and efficiencies in disaster recovery functions.
- b. The TO Contractor must demonstrate that it will consistently meet or exceed the following disaster recovery requirements:

<b>CCATS Computing Services</b>	
Disaster recovery source	Offeror to specify
Disaster recovery site type	Warm site or hot site as defined in
Disaster recovery site locations	Offeror to specify



% of Processing covered	MIPS - 100%
% of Data storage covered	DASD GB - 100% Tape drives - 100%
% of Output services covered	Print - 100%
Time to recovery	Critical – less than 5 hours Total – less than 1 business day
Annual test allowance	Tests per year - 2 Test days – 2
Contract expiration date	Full term of the contract

- c. Routine system-wide backup and recovery procedures are an integral part of the disaster recovery process. The TO Contractor must also meet or exceed the following MSDE standards in this area.

<b>CCATS Computing Services – Backup Schedule</b>			
<b>Type of Backup</b>	<b>Backup Frequency</b>	<b>Storage Site</b>	<b>Retention Period</b>
Incremental	Daily	On-site	30 days
Full (Backup)	Weekly	Off-site	1 year
Full (Archive)	Monthly	Off-site	5 years

<b>CCATS Computing Services - Recovery Goals</b>	
<b>Age of Data</b>	<b>Time to Restore</b>
1 month or less	2 hours
6 months or less	4 hours
More than 6 months	2 days

## **2.6.8 HARDWARE, SOFTWARE, AND MATERIALS**

### **A) Acquisition of new equipment and materials**

In most cases, MSDE will purchase any additional hardware, software and materials needed and make them available to the TO Contractor for installation in the appropriate environment.

Any hardware, software or materials purchased by the TO Contractor under this TOA must have the prior approval of the TO Manager in order to be billed against this TO.

### 1. Current Environments

The CCATS infrastructure currently includes environments for production, user acceptance testing, training and reporting. The current equipment and software owned by the state will be maintained under this TORFP. The specific components are listed in the following table.

Component	Hardware	System Software
CCATS Production Application Server	IBM P6302x 1.5Ghz Processor Two CPUs 4GB RAM 2x 36GB Hard Drives (OS/Mirror) 2x 2 Gigabit Fiber Channel Adapter 2x IBM Gigabit Ethernet 1x 10/100 Ethernet Customer Data on NAS	<ul style="list-style-type: none"> <li>• AIX v5.2 TL-10 SP-5 (as of 3/2/2010)</li> <li>• WebSphere v5.1 (with JAVA 1.4.2 and Host Integration Solution),</li> <li>• DB2 Connect 8.1</li> <li>• Tomcat 4.1</li> </ul>
CCATS UAT Application Server	IBM P6302x 1.5Ghz Processor Two CPUs 4GB RAM 2x 36GB Hard Drives (OS/Mirror) 2x 2 Gigabit Fiber Channel Adapter 2x IBM Gigabit Ethernet 1x 10/100 Ethernet Customer Data on NAS	<ul style="list-style-type: none"> <li>• AIX v5.2 TL-10 SP-5 (as of 3/2/2010)</li> <li>• WebSphere v5.1 (with JAVA 1.4.2 and Host Integration Solution),</li> <li>• DB2 Connect 8.1</li> <li>• Tomcat 4.1</li> </ul>
CCATS Database Server	IBM P650 8x 1.45Ghz Power4 Processor Eight CPUs 16GB RAM 2x 36GB Hard Drives (OS/Mirror) Customer data on SAN 4 x IBM Gigabit Ethernet•SX PCI-X Adapter 3 x 2 Gigabit Fiber Channel PCI-X Adapter	<ul style="list-style-type: none"> <li>• AIX v5.3 TL-7 SP-1</li> <li>• DB2 Enterprise Server Edition 9.5 FP-3B (as of 3/2/2010)</li> </ul>



<p>CCATS Production Business Objects Server (to be retired or re-purposed)</p>	<p>IBM xSeries 345 2 x Xeon Processor 2GB Total Memory 2 x 36.4GB HOD (BOS [RAID-11 36.4GB Usable]) 2 x 36.4GB ADD (Client Data [RAID-1] 36.4GB Usable) 1 x RAID Adapter 2 x Gig Ethernet</p>	<ul style="list-style-type: none"> <li>• Windows 2000 Server</li> <li>• Apache Tomcat 4.1,</li> <li>• Business Objects Enterprise 6 - Version 61.030.00000_2523</li> <li>• DB2 Connect 8.1</li> <li>• Microsoft SQL Server 2000 GOLD Version 8.00.194</li> </ul>
<p>CCATS UAT Business Objects Server (to be retired or re-purposed)</p>	<p>IBM xSeries 345 4 x 34.715 GB Hard Drives 2 x RAID 1 Configurations 2 x Logical Disks configured with 34715MR of space</p>	<ul style="list-style-type: none"> <li>• Windows 2000 Server</li> <li>• Apache Tomcat 4.1</li> <li>• DB2 Connect</li> <li>• Microsoft SQL Server 2000 GOLD - Version 8.00.194</li> <li>• Business Objects Enterprise 6 - Version 61.030.00000.2523</li> </ul>
<p>CCATS Training Server</p>	<p>IBM P520 2x2.1GHz CPUs 8GB RAM 4x146GB 15K RPM hard drives</p>	<ul style="list-style-type: none"> <li>• AIX v5.3 TL-7 SP-1</li> <li>• DB2 ESE 9.5 FP-3B</li> </ul>
<p>CCATS Business Objects Server</p>	<p>Dell PowerEdge R710 2xXeon 5500 2.93GHz 4 Core 16GB RAM 3x146GB 15K RPM hard drives</p>	<ul style="list-style-type: none"> <li>• Windows Server 2008 R2 Standard</li> <li>• Business Objects XI 3.1</li> <li>• Tomcat 5.5.20</li> <li>• DB2 9.5 Runtime Client</li> </ul>
<p>CCATS Business Objects Server</p>	<p>Dell PowerEdge R710 2xXeon 5500 2.93GHz 4 Core 16GB RAM 3x146GB 15K RPM hard drives</p>	<ul style="list-style-type: none"> <li>• Windows Server 2008 R2 Standard</li> <li>• Business Objects XI 3.1</li> <li>• Tomcat 5.5.20</li> <li>• DB2 9.5 Runtime Client</li> </ul>

CCATS Storage Array SAN (Quantity 1) located at the current hosting facility.	FastT600 (Qty 1) (3 RU) 1722-60U FASTT600 Storage Server 28 x 73GB Hard Drives 2 - Fiber Switches 2109-F16 SAN Switch F16 16-Port	Not applicable
Rack Consoles:	Rack console IBM model 7016-TF2 for local console access to the Production and UAT application servers, the Business Object Production and UAT servers, and the database server.  Rack console IBM model 7316-TF3 for local console access to the training application server. This will also serve as local console access for the business objects servers in the future.	
Network Components	The CCATS LAN environment consists of a single Cisco 2960 24 port 10/100/1000 switch which is uplinked to a Cisco 3825 router via fiber cabling. The 3825 router has the following connections: <ul style="list-style-type: none"> <li>• Connection back to the Department of Education Building in Baltimore, MD via 4 bonded T1s</li> <li>• Connection to DHR mainframe for data exchange</li> <li>• Connection(s) to the 2960 switch which houses the CCATS Application, database servers, and business object servers as well as connections to the storage devices.</li> </ul>	
Network Parts:	Cisco ASA 5510 Cisco Catalyst 2960G Cisco 3800 Overture ISG140 Model 5261-900	Not applicable

## 2.7 DELIVERABLES

Deliverables	Acceptance Criteria
Knowledge Transfer Plan for Initiation of Task Order	Due dates are met Addresses the issues listed in Section 2.6.1 C) 1.
Re-location Implementation Plan <ul style="list-style-type: none"> <li>• Draft due 15 days following NTP</li> </ul>	Due dates are met Consistent with MD SDLC template for Implementation Plan

<ul style="list-style-type: none"> <li>Final due 30 days following NTP</li> </ul>	Technical document is of good quality
<b>Procedures Manual</b> <ul style="list-style-type: none"> <li>Draft due 60 days following NTP</li> <li>Final due 90 days following NTP</li> </ul>	Due dates are met. Covers topics in the MD SDLC templates for Operations Manual and System Administration Manual, as appropriate to CCATS. Technical document is of good quality
<b>Monthly Service Levels Report</b> <ul style="list-style-type: none"> <li>Due the fifteenth day of the month following the end of the report period.</li> </ul>	Due dates are met Reports are provided for each service level standard.
<b>Disaster Recovery Plan</b> <ul style="list-style-type: none"> <li>Draft due 60 days following NTP</li> <li>Final due 90 days following NTP</li> </ul>	Due dates are met. Meets requirements of Section 2.6.7.B) 1. Technical document is of good quality
<b>Transition Plan for Conclusion of Task Order</b>	Time deadlines are met Addresses the items required in Section 2.6.1 C) 2.

## 2.8 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO 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 TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. The following policies, guidelines and methodologies can be found at <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx> under “Policies and Guidance.” These may include, but are not limited to:

- The State’s System Development Life Cycle (SDLC) methodology
- The State Information Technology Security Policy and Standards
- The State of Maryland Enterprise Architecture.

## 2.9 TO CONTRACTOR PERSONNEL QUALIFICATIONS

The Master Contractor’s staff must demonstrate a professional level of expertise in network systems, server administration, database administration and the ability to host web based applications as described in this TORFP.

### 2.9.1 Personnel for System Management (Fixed Price)

The Master Contractor key personnel must include individuals with at least 3 years of experience in CCATS technologies, specifically including

- DBA experience with DB2 database for a transaction processing system.
- Websphere application server
- AIX or Linux operating system in a web server environment

- Windows 2008 operating system in a web server environment
- Business Object reporting server administration

## 2.9.2 Personnel for Work Orders (Time and Materials)

The Master Contractor shall provide personnel in the following labor categories for work order tasks to be performed on a time and material basis. These labor categories provide the most likely skills to be needed for work orders under this TORFP. If other labor categories are needed for a work order, the TO Contractor shall identify the labor category, expected hours and rates in the work order estimate.

### A) Labor Category 22. DATABASE MANAGEMENT SPECIALIST - SENIOR

**Duties:** Must be capable of providing highly technical expertise and support in the use of DBMS. Must be able to evaluate and recommend available DBMS products to support validated user requirements. Defines file organization, indexing methods, and security procedures for specific user applications. Develops, implements, and maintains database back-up and recovery procedures for the processing environments, and ensures that data integrity, security, and recoverability are built into the DBMS applications.

**Education:** A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field.

**General Experience:** Must have six (6) years experience in DBMS systems analysis and programming.

**Specialized Experience:** At least three (3) years of experience in using current DBMS technologies, application design utilizing various database management systems and experience with DBMS internals.

**Experience in CCATS Technologies:** At least three (3) years of experience in using current DB2 technologies, application design utilizing DB2 systems and experience with DB2 internals.

### B) Labor Category 47. SYSTEMS ADMINISTRATOR

**Duties:** Monitor and coordinate all data system operations, including security procedures, and liaison with end users. Ensure that necessary system backups are performed and storage and rotation of backups is accomplished. Monitor and maintain records of system performance and capacity to arrange vendor services or other actions for reconfiguration and anticipate requirements for system expansion. Assist managers to monitor and comply with State data security requirements. Coordinate software development, user training, network management and minor installation and repair of equipment.

**Education:** An Associate's degree from an accredited college or university in Computer Science, Information Systems, Business or other related technical discipline. A Bachelor's Degree in one of the above disciplines equals one-year specialized and two years general experience. An additional year of specialized experience may be substituted for the required education.

**General Experience:** Two years experience in a computer-related field.

**Specialized Experience:** One year experience administering multi-user, shared processor systems and data communications networks.

**Experience in CCATS Technologies:** One year experience administering multi-user, shared processor systems and data communications networks including administration of AIX, Linux and Windows 2008 operating systems and IBM Websphere Application Server.

### C) Labor Category 51. SYSTEM SECURITY SPECIALIST

**Duties:** Provides expert-level advice, analysis, and functional expertise to tasks. Demonstrates exceptional oral and written communication skills. Reviews requirements and task documentation for accuracy and applicability.

**Education:** A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline.

**General Experience:** This position requires a minimum of twelve (12) years of experience in system security.

**Specialized Experience:** At least seven (7) years of highly specialized experience in one or more information, computer, or network security disciplines. These disciplines could include penetration testing, intrusion detection and audit analysis, public key infrastructure, cryptography, strong authentication, risk analysis, and multilevel security.

## **2.10 TO CONTRACTOR EXPERTISE REQUIRED**

The TO 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 Master Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services:

The offeror shall have a minimum of five (5) years experience in hosting multi servers that operate on multiple networks.

The offeror shall describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities as detailed in this task order. The description shall include position titles, position in the organization and functions of key personnel. Include individual resumes for the key personnel who are to be assigned to the project if the offeror is awarded the contract. Each resume shall include the amount of experience the individual has had relative to the work called for in this solicitation. Letters of intended commitment to work on the project shall be included in this section.

Substitutions of key personnel identified in the proposal will be allowable only with written approval from Project Manager.

The offeror must provide an Organizational Chart outlining personnel and their related duties. Include job titles and the percentage of time each individual will spend on their assigned tasks.

## **2.11 INVOICE SUBMISSION**

Invoices will be submitted by the TO Contractor on a monthly basis by the 15th business day of each month for all work completed in the previous month. Invoices for O&M work should be submitted within the first 5 business days of each month for the work performed in the previous month. Invoices submitted more than 30 calendar days late, will be reduced by 10% and will continue to be reduced every subsequent 30 calendar days until submitted.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS II Master Contract. Proper invoices for payment shall contain the TO Contractor's Federal Employer Identification Number (FEIN), as well as the information described below, and must be submitted to the TO Manager for payment approval.

### **2.11.1 INVOICE FORMAT**

A proper invoice shall identify the Maryland State Department of Education as the TO Requesting Agency, labor category, associated TOA number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.

The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees, including detail of work hours) submitted for payment to the Maryland State Department of Education at the following address:

Accounts Payable



Maryland State Department of Education  
200 West Baltimore Street  
Baltimore, MD 20201-2595

And a copy to:

eCCATS Project Manager  
Division of Early Childhood Development  
Maryland State Department of Education  
200 West Baltimore Street  
Baltimore, MD 21201-2595

Proper 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 TOA. In no event shall any invoice be submitted later than 60 calendar days from the TOA termination date.

### **2.11.2 MBE PARTICIPATION REPORTS**

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS II Master Contract by the 15<sup>th</sup> day of each month. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to the Maryland State Department of Education at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to the Maryland State Department of Education at the following address:

ATTN: Allan Robinson  
MBE Liaison  
Maryland State Department of Education  
200 West Baltimore Street  
Baltimore, MD 21201-2595

And a copy to:

eCCATS Project Manager  
Division of Early Childhood Development  
Maryland State Department of Education  
200 West Baltimore Street  
Baltimore, MD 21201-2595

The Maryland State Department of Education will monitor both the TO Contractor’s efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Procurement Officer and TO Manager.

## 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 of two possible responses: 1) a proposal; or 2) a completed Master Contractor Feedback form. The feedback form helps the State understand for future contract development why Master Contractors did not submit proposals. The form is accessible via 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 with the technical proposal, 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 TOA.

##### **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 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) Attachments 1 and 1A - Completed Financial Proposal with fully loaded labor rates.

Proposed rates are fully loaded and should 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 TOA award determination, MSDE 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:

- A. 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.
- B. Contractor Experience and Capabilities
- C. Qualifications of Key Personnel experience required in Section 3.2.1.B.
- D. Hosting Proposal

### **4.3 SELECTION PROCEDURES**

- A. 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.
- B. 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.
- C. The State will conduct interviews of all personnel proposed in each TO Proposal that meets minimum qualifications.
- D. Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- E. 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.

**SECTION 5 - ATTACHMENT 1  
PRICE PROPOSAL CATS II TORFP # R00B9200098**

**A. HOSTING AT VENDOR'S FACILITY**

<b>PERIOD</b>	<b>NO. OF MONTHS</b>	<b>MONTHLY COST</b>	<b>TOTAL</b>
Year 1	12 Months		\$
Year 2	12 Months		\$
Option Period*	18 Months		\$
<b>TOTAL HOSTING COST</b>			\$

**B. SYSTEM MANAGEMENT AT VENDOR'S FACILITY**

<b>PERIOD</b>	<b>NO. OF MONTHS</b>	<b>MONTHLY COST</b>	<b>TOTAL</b>
Year 1	12 Months		\$
Year 2	12 Months		\$
Option Period*	18 Months		\$
<b>TOTAL SYSTEM MANAGEMENT COST</b>			\$

**SECTION 5- ATTACHMENT 1  
PRICE PROPOSAL CATS II TORFP # R00B9200098**

**A. HOSTING AT MSDE**

<b>PERIOD</b>	<b>NO. OF MONTHS</b>	<b>MONTHLY COST</b>	<b>TOTAL</b>
Year 1	12 Months		\$
Year 2	12 Months		\$
Option Period*	18 Months		\$
<b>TOTAL HOSTING COST</b>			\$

**B. SYSTEM MANAGEMENT AT MSDE**

<b>PERIOD</b>	<b>NO. OF MONTHS</b>	<b>MONTHLY COST</b>	<b>TOTAL</b>
Year 1	12 Months		\$
Year 2	12 Months		\$
Option Period*	18 Months		\$
<b>TOTAL SYSTEM MANAGEMENT COST</b>			\$

**ATTACHMENT 1  
PRICE PROPOSAL CATS II TORFP # R00B9200098**

**C. KNOWLEDGE TRANSFER AT INITIATION OF CONTRACT**

<b>PERIOD</b>	<b>FULLY LOADED RATE</b>
YEAR 1	

**D. KNOWLEDGE TRANSFER AT CONCLUSION OF CONTRACT**

<b>PERIOD</b>	<b>FULLY LOADED RATE</b>
OPTION PERIOD	

**E. EQUIPMENT RELOCATION**

<b>PERIOD</b>	<b>FULLY LOADED RATE</b>
YEAR 1	

VENDOR'S NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE AND ZIP CODE \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_ FAX NO. \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

SIGNATURE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

TITLE \_\_\_\_\_ DATE \_\_\_\_\_

**ATTACHMENT 1A – TIME AND MATERIALS PRICE PROPOSAL  
PRICE PROPOSAL FOR CATS II TORFP # R00B9200098**

**F. WORK ORDERS**

**YEAR 1**

LABOR CATEGORIES	A	B	C
	Hourly Labor Rate	Total Class Hours Annually	Total Proposed CATS II TORFP Price
Senior Database Management Specialist	\$	160	\$
Systems Administration	\$	160	\$
System Security Specialist	\$	160	\$
TOTAL EVALUATED PRICE			\$

**YEAR 2**

LABOR CATEGORIES	A	B	C
	Hourly Labor Rate	Total Class Hours Annually	Total Proposed CATS II TORFP Price
Senior Database Management Specialist	\$	160	\$
Systems Administration	\$	160	\$
System Security Specialist	\$	160	\$
TOTAL EVALUATED PRICE			\$



**OPTION YEAR 1\***

LABOR CATEGORIES	A	B	C
	Hourly Labor Rate	Total Class Hours Annually	Total Proposed CATS II TORFP Price
Senior Database Management Specialist	\$	160	\$
Systems Administration	\$	160	\$
System Security Specialist	\$	160	\$
TOTAL EVALUATED PRICE			\$

**OPTION PERIOD 2\***

LABOR CATEGORIES	A	B	C
	Hourly Labor Rate	Total Class Hours Annually	Total Proposed CATS II TORFP Price
Senior Database Management Specialist	\$	160	\$
Systems Administration	\$	160	\$
System Security Specialist	\$	160	\$
TOTAL EVALUATED PRICE			\$

VENDOR'S NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE AND ZIP CODE \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_ FAX NO. \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

SIGNATURE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

TITLE \_\_\_\_\_ DATE \_\_\_\_\_

**HOSTING AND SYSTEM MANAGEMENT SERVICES CHILD CARE ADMINISTRATION  
TRACKING SYSTEM (CCATS)**

**PRICE PROPOSAL SUMMARY  
TORFP #R00B9200098**

DESCRIPTION	TOTAL COST
A. Hosting At Vendor's Facility	\$
B. System Management at Vendor's Facility	\$
C. Knowledge Transfer at Initiation of Contract	\$
D. Knowledge Transfer at Conclusion of Contract	\$
E. Equipment Relocation	\$
F. Work Orders (Year 1 – Option Period 2)	\$
<b>TOTAL EVALUATED PRICE</b>	<b>\$</b>

VENDOR'S NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE AND ZIP CODE \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_ FAX NO. \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

SIGNATURE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

TITLE \_\_\_\_\_ DATE \_\_\_\_\_

**\*NOTE: ALL OPTION PERIODS ARE ESTIMATES ONLY! This is for evaluation purposes only. The actual option periods may be more or less, but will go through May 31, 2010.**

## ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

### TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS CATS II TORFP # R00B9200098

These instructions are meant to accompany the customized reporting forms sent to you by the TO Manager. If, after reading these instructions, you have additional questions or need further clarification, please contact the TO Manager immediately.

1. As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
2. The TO Contractor must complete a separate Form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15<sup>th</sup> of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15<sup>th</sup> of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.
3. The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form D-6. The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.
4. It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15<sup>th</sup> of each month, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS  
FORM D – 1**

Certified MBE Utilization and Fair Solicitation Affidavit

This document shall be included with the submittal of the Offeror's TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the Offeror's TO Proposal is not reasonably susceptible of being selected for award.

In conjunction with the offer submitted in response to TORFP No R00B9200098, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of [ ] percent and, if specified in the TORFP, sub-goals of [ ] percent for MBEs classified as African American-owned and [ ] percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

**OR**

2. After having made a good faith effort to achieve the MBE participation goal, I conclude that I am unable to achieve it. Instead, I intend to achieve an MBE goal of [ ] percent and request a waiver of the remainder of the goal. If I am selected as the apparent TO Agreement awardee, I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.
3. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment 2 - Form D-2) with the proposal.
4. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.
5. I understand that if I am notified that I am the apparent TO Agreement awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
  - (a) Outreach Efforts Compliance Statement (Attachment D-3)
  - (b) Subcontractor Project Participation Statement (Attachment D-4)
  - (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
  - (d) Any other documentation required by the TO Procurement Officer to ascertain offeror's responsibility in connection with the certified MBE participation goal.

If I am the apparent TO Agreement awardee, I acknowledge that if I fail to return each completed document within the required time, the TO Procurement Officer may determine that I am not responsible and therefore not eligible for TO Agreement award. If the TO Agreement has already been awarded, the award is voidable.

6. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

\_\_\_\_\_  
Offeror Name

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

**Submit as a .pdf file with TO response**

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 2**

Minority Business Enterprise Participation Schedule

This document shall be included with the submittal of the TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the TO Proposal is not reasonably susceptible of being selected for award.

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number R00B9200098	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

**USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED**  
**SUMMARY**

TOTAL MBE PARTICIPATION: \_\_\_\_\_ %  
TOTAL WOMAN-OWNED MBE PARTICIPATION: \_\_\_\_\_ %  
TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION: \_\_\_\_\_ %

Document Prepared By: (please print or type)

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

**Submit as a .pdf file with TO Response**

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMSFORM D – 2  
 Minority Business Enterprise Participation Schedule (Continued)

List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	



Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

**Submit as a .pdf file with TO response**

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 3**

**Outreach Efforts Compliance Statement**

In conjunction with the bid or offer submitted in response to TORFP # R00B9200098, I state the following:

1. Offeror identified opportunities to subcontract in these specific work categories:
  
2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.
  
3. Offeror made the following attempts to contact personally the solicited MBEs:
  
4.  Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.  
(Describe efforts)
  
5.  This project does not involve bonding requirements.
6.  Offeror did/did not attend the pre-proposal conference
7.  No pre-proposal conference was held.

\_\_\_\_\_  
Offeror Name

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Submit within 10 working days of receiving notice of the potential award**

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS  
FORM D – 4  
Subcontractor Project Participation Statement**

Submit one form for each Certified MBE listed in the MBE Participation Schedule

Provided that \_\_\_\_\_ is awarded the TO Agreement in  
(Prime TO Contractor Name)  
conjunction with TORFP No. R00P9200098, it and \_\_\_\_\_,  
(Subcontractor Name)

**MDOT Certification No. \_\_\_\_\_, intend to enter into a contract by which the subcontractor shall:**

(Describe work to be performed by MBE):

---

---

---

- No bonds are required of Subcontractor
- The following amount and type of bonds are required of Subcontractor:

By:

By:

\_\_\_\_\_  
Prime Contractor Signature

\_\_\_\_\_  
Subcontractor Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Submit within 10 working days of receiving notice of the potential award**

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 5**

Report #: _____	CATS II TORFP #R00B9200098
Reporting Period (Month/Year): _____	Contracting Unit _____
<b>Report is due by the 15<sup>th</sup> of the following month.</b>	Contract Amount _____
	MBE Sub Contract Amt _____
	Contract Begin Date _____
	Contract End Date _____
	Services Provided _____

Prime TO Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
<b>List all unpaid invoices over 30 days old received from the MBE subcontractor named above:</b>			
1.			
2.			
3.			
<b>Total Dollars Unpaid: \$ _____</b>			

Minority Business Enterprise Participation TO Contractor Paid/Unpaid Invoice Report

\*\*If more than one MBE subcontractor is used for this contract, please use separate forms.

**Return one copy of this form to the following address:**

(TO MANAGER OF APPLICABLE POC NAME, TITLE)	ALLAN ROBINSON, MBE LIASION
(AGENCY NAME)	MARYLAND STATE DEPARTMENT OF EDUCATION
(ADDRESS, ROOM NUMBER)	200 WEST BALTIMORE STREET
(CITY, STATE ZIP)	BALTIMORE, MD 21201
(EMAIL ADDRESS)	<a href="mailto:arobinson@msde.state.md.us">arobinson@msde.state.md.us</a>

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

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 6**

Minority Business Enterprise Participation Subcontractor Paid/Unpaid Invoice Report

Report #: _____  Reporting Period (Month/Year): ___/_____  Report Due By the 15 <sup>th</sup> of the following Month.	CATS II TORFP # <b>ADPICS PO</b> Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
MBE Subcontractor Name:	
MDOT Certification #:	
Contact Person:	
Address:	
City:	State:                      ZIP:
Phone:	FAX:
Subcontractor Services Provided:	
List all payments received from Prime TO Contractor during reporting period indicated above.  1. 2. 3.  Total Dollars Paid: \$ _____	List dates and amounts of any unpaid invoices over 30 days old.  1. 2. 3.  Total Dollars Unpaid: \$ _____
Prime TO Contractor:	Contact Person:

Return one copy of this form to the following address:

(TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)	ALLAN ROBINSON, MBE LIASION MARYLAND STATE DEPARTMENT OF EDUCATION 200 WEST BALTIMORE STREET BALTIMORE, MD 21201 <a href="mailto:arobinson@msde.state.md.us">arobinson@msde.state.md.us</a>
--	---

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

Submit as required in TO Contractor MBE Reporting Requirements

## SECTION 6 ATTACHMENT 3 - TASK ORDER AGREEMENT

CATS II TORFP # **ADPICS PO number** OF MASTER CONTRACT # 060B9800035

This Task Order Agreement (“TO Agreement”) is made this **day** of **Month**, 200**X** by and between **MASTER CONTRACTOR** and the STATE OF MARYLAND, **TO Requesting Agency**.

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:

“Agency” means the **TO Requesting Agency**, as identified in the CATS II TORFP # **ADPICS PO**.

“CATS II TORFP” means the Task Order Request for Proposals # **ADPICS PO**, dated **MONTH DAY, YEAR**, including any addenda.

“Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and **MASTER CONTRACTOR** dated \_\_\_\_\_.

“TO Procurement Officer” means **TO Procurement Officer**. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.

“TO Agreement” means this signed TO Agreement between the **TO Requesting Agency** and **MASTER CONTRACTOR**.

“TO Contractor” means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_.

“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.

“TO Proposal - Technical” means the TO Contractor’s technical response to the CATS II TORFP dated **date of TO Proposal – Technical**.

“TO Proposal – Financial” means the TO Contractor’s financial response to the CATS II TORFP dated **date of TO Proposal - FINANCIAL**.

“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 supercede the Master Contract.

2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS 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  
Exhibit B – TO Proposal-Technical  
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 [REDACTED], 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 the total amount of the 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.

4.3 Each invoice for services rendered must include the TO Contractor’s Federal Tax Identification Number which is [redacted]. 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.

[redacted]

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

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

STATE OF MARYLAND, [redacted]

\_\_\_\_\_  
By: [redacted], TO Procurement Officer      Date

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



## ATTACHMENT 4 CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

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

C. The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

E. The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

Date: \_\_\_\_\_ By: \_\_\_\_\_  
(Authorized Representative and Affiant)

**Submit As a .PDF File with Technical Response**

# ATTACHMENT 5

## LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

### INSTRUCTIONS:

Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B9800035.

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

For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. The summary is required at the time of the interview.

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 3 months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement.

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

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

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

## ATTACHMENT 5 - Labor Classification Personnel Resume Summary (Continued)

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
<b>LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)</b>	
Education: (Insert the education description from the CATS II RFP from section 2.10 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS II RFP from section 2.10 for the applicable labor category.)	
Duties: (Insert the duties description from the CATS II RFP from section 2.10 for the applicable labor category.)	

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

**Contractor's Contract Administrator:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Proposed Individual:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**SUBMIT WITH THE TECHNICAL RESPONSE**

**Signature required at the time of the interview**

# ATTACHMENT 6 - DIRECTIONS TO THE PRE-TO PROPOSAL CONFERENCE

The Pre-Proposal Conference will be held:

**TUESDAY, JUNE 15, 2010 @ 1:00 PM**

Maryland State Department of Education  
200 West Baltimore Street Baltimore, MD 21201  
8<sup>th</sup> Floor, CR 2

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

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

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS 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 referenced above, OFFEROR agrees as follows:

OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received, except in connection with the preparation of its TO Proposal.

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.

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.

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.

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.

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

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.

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 8 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 \_\_\_\_\_, (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:

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.

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.

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.

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.

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).

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.

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.

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.



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.

The parties further agree that:

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

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

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

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

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

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

Contractor/Contractor's Personnel:

TO Requesting Agency:

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

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

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

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

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

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

**Submit as required in Section 1.7 of the TORFP**

# ATTACHMENT 9 – 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](mailto: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:	
<b>Section 1 – Task Orders with Invoices Linked to Deliverables</b>	
<p>A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, skip to Section 2.)</b></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>	
<b>Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials</b>	
<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>	

C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices?

Yes  No  (If no, explain why) \_\_\_\_\_

Section 3 – Substitution of Personnel

A) Has there been any substitution of personnel?

Yes  No  (If no, skip to Section 4.)

B) Did the Master Contractor request each personnel substitution in writing?

Yes  No  (If no, explain why) \_\_\_\_\_

C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel?

Yes  No  (If no, explain why) \_\_\_\_\_

Was the substitute approved by the agency in writing?

Yes  No  (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  No  (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% ( $3,000 \div 10,000 = 0.30$ ))

Is this consistent with the planned MBE percentage at this stage of the project?

Yes  No  **(If no, explain why)** \_\_\_\_\_

Has the Master Contractor expressed difficulty with meeting the MBE goal?

Yes  No

(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  No  (If no, explain why) \_\_\_\_\_

B) Does the change management procedure include the following?

Yes  No  Sections for change description, justification, and sign-off

Yes  No  Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements)

Yes  No  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  No

(If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)

\_\_\_\_\_

D) Is the change management procedure being followed?

Yes  No  (If no, explain why) \_\_\_\_\_

# ATTACHMENT 10 – LIVING WAGE AFFIDAVIT OF AGREEMENT

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

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

Address \_\_\_\_\_

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

If the Contract is Exempt from the Living Wage Law

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

Bidder/Offeror is a nonprofit organization

Bidder/Offeror is a public service company

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

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

If the Contract is a Living Wage Contract

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

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

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

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

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

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

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

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

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

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

Witness Signature & Date: \_\_\_\_\_

## ATTACHMENT 11 CONTRACTOR PERFORMANCE EVALUATION

Criteria	Exceeds	Acceptable	Needs Improvement
Service Levels were met			
Work Order deliveries were on time and acceptable			
Deliverables were completed on time			
Deliverables were of high quality			
Personnel were responsive to inquiries			
Personnel were professional			
Personnel were courteous			
Overall level of service			
Comments:			

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

**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**

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