



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

**Application Support and Training Services for Child Care
Administration Tracking System (CCATS)**

CATS II TORFP # R00B9200104

**Maryland State Department of Education (MSDE)
Office of Information Technology (OIT)**

ISSUE DATE: TUESDAY, MAY 24, 2011

TABLE OF CONTENTS

NOTICE TO MASTER CONTRACTORS	5
PRE-PROPOSAL CONFERENCE INTENT TO ATTEND	6
SECTION 1 - ADMINISTRATIVE INFORMATION	7
1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT	7
1.2 TO AGREEMENT	7
1.3 TO PROPOSAL SUBMISSIONS	7
1.4 ORAL PRESENTATIONS/INTERVIEWS	7
1.5 CONFLICT OF INTEREST.....	7
1.6 NON-DISCLOSURE AGREEMENT.....	8
1.7 LIMITATION OF LIABILITY CEILING.....	8
1.8 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES	8
SECTION 2 -- SCOPE OF WORK	9
2.1 PURPOSE	9
2.2 REQUESTING AGENCY INFORMATION	9
2.3 MANAGEMENT ROLES AND RESPONSIBILITIES	9
2.4 SYSTEM BACKGROUND AND DESCRIPTION.....	9
2.5 PROFESSIONAL DEVELOPMENT	10
2.6 REQUIREMENTS.....	10
2.6.1 <i>TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES</i>	10
2.6.2 <i>WORK ORDER SERVICES</i>	13
2.6.3 <i>WORK HOURS</i>	14
2.6.4 <i>SERVICE LEVEL AGREEMENT (SLA)</i>	14
2.6.5 <i>PERFORMANCE EVALUATION</i>	14
2.6.6 <i>PERFORMANCE PROBLEM MITIGATION</i>	15
2.6.7 <i>SUBSTITUTION OF PERSONNEL</i>	15
2.6.8 <i>BACKUP / DISASTER RECOVERY</i>	15
2.6.9 <i>HARDWARE, SOFTWARE, AND MATERIALS</i>	15
2.7 DELIVERABLES	15
2.8 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES	16
2.9 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS.....	16
2.10 TO CONTRACTOR EXPERTISE REQUIRED.....	17
2.11 INVOICE SUBMISSION	17
2.11.1 <i>INVOICE FORMAT</i>	17
2.12 WORK ORDER PROCESS	17
SECTION 3 -- TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS	19
3.1 REQUIRED RESPONSE.....	19
3.2 FORMAT	19
SECTION 4 -- PROCEDURE FOR AWARDING A TO AGREEMENT	21
4.1 EVALUATION CRITERIA	21
4.2 TECHNICAL CRITERIA.....	21
4.3 SELECTION PROCEDURES	21
4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT.....	21

ATTACHMENT 1 - PRICE PROPOSAL	22
ATTACHMENT 1 –PRICE PROPOSAL	24
ATTACHMENT 2 - TASK ORDER AGREEMENT	25
ATTACHMENT 3 - CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE	28
ATTACHMENT 4 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY	29
ATTACHMENT 5 – DIRECTIONS	31
ATTACHMENT 6 - NON-DISCLOSURE AGREEMENT (OFFEROR)	32
ATTACHMENT 7 - NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)	33
ATTACHMENT 8 – TO CONTRACTOR SELF-REPORTING CHECKLIST	35
ATTACHMENT 9 – LIVING WAGE AFFIDAVIT OF AGREEMENT	37
ATTACHMENT 10 - PERFORMANCE EVALUATION	38
ATTACHMENT 10 - PERFORMANCE EVALUATION	38
EXHIBIT A	39

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 Request For Proposals (RFP) issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B9800035, including any amendments.

TORFP NAME:	Application Support and Training Services for Child Care Administrative Tracking System (CCATS)
FUNCTIONAL AREA:	System Facilities management and Maintenance (SFMM) Functional Area 6.
TORFP ISSUE DATE:	TUESDAY, MAY 24, 2011
Closing Date and Time:	WEDNESDAY, JUNE 29, 2011; 2:00 PM
TORFP Issuing Office:	Maryland State Department of Education Office of Information Technology (OIT) 200 West Baltimore Street; Baltimore, MD 21201
Questions and Proposals are to be sent to:	Dorothy Richburg, Procurement Officer drichburg@msde.state.md.us
TO Procurement Officer	Dorothy Richburg, Procurement Officer Telephone: 410-767-0628; Office Fax: 410-332-2017
TO Manager:	Sidney Drake, Chief Information Officer (CIO) Office Phone: 410-767-8108; Fax: 410-333-0257
Project Number:	R00B9200104
TO Type:	Time and Materials
Period of Performance:	1 Year Base Period; 1 Year Renewal Option and One Nine Month Option Renewal Period (Not to Exceed May 31, 2014)
MBE Goal:	Zero Percent
Small Business Reserve (SBR):	No
Primary Place of Performance:	Maryland State Department of Education Nancy S. Grasmick State Education Building 200 West Baltimore Street, Baltimore, MD 21201
State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:	MSDE will provide worksite, workstation and equipment
TO Pre-Proposal Conference:	Maryland State Department of Education Nancy S. Grasmick State Education Building 200 West Baltimore Street, Baltimore, MD 21201 8 th Floor, CR 2 FRIDAY, JUNE 3, 2011 @ 9:00 AM See Attachment 5 for Directions

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: APPLICATION SUPPORT AND TRAINING SERVICES FOR CHILD CARE ADMINISTRATION TRACKING SYSTEM (CCATS)

TORFP No.: R00B9200104

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

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

Remarks:

Master Contractor Name: _____ Date: _____
Contact Person: _____ Phone _____ email _____

**APPLICATION SUPPORT AND TRAINING SERVICES FOR ENHANCED CHILD
 CARE ADMINISTRATION TRACKING SYSTEM (eCCATS)
 R00B9200104**

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

NAME OF COMPANY:

ADDRESS OF COMPANY:

FAX NUMBER:

E-MAIL ADDRESS:

EXPECTED NUMBER OF ATTENDEES:

NAME OF PRIMARY CONTACT FOR

PURPOSES OF SENDING INFORMATION:

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

**Maryland State Department of Education
 ATTENTION: DOROTHY M. RICHBURG
 PROCUREMENT OFFICER
 200 WEST BALTIMORE STREET
 BALTIMORE, MARYLAND 21201**

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

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

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

Do you wish to receive solicitations for similar/other projects in the future? ___Yes ___No

Signature _____ Company Name _____

Date _____ Telephone No. _____

Insert RFP# _____ Fax No. _____

Are you a member of the Small Business Reserve Program? _____Yes _____No

Are you a MBE Yes _____ No _____

SECTION 1 - ADMINISTRATIVE INFORMATION

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; administrative 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.

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.

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 Microsoft Word 2003 format. The total size of the email with both attachments may not exceed 5 megabytes. The "subject" line in the e-mail submission shall state the TORFP #R00B9200104. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP #R00B9200104 Technical". The second file will be the financial response to this CATS II TORFP #R00B9200104 and titled, "CATS II TORFP #R00B9200104 Financial". The following proposal documents must be submitted with required signatures as portable document format (PDF) files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 4 – Labor Classification Personnel Resume Summary
- Attachment 3 - Conflict of Interest and Disclosure Affidavit
- Attachment 10 – Living Wage Affidavit of Agreement

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.

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 Code of Maryland Regulations (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.

NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at Maryland State Department of Education. 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.

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.

CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

The Department of Information Technology (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 1 - – SCOPE OF WORK

PURPOSE

The MSDE is issuing this CATS II TORFP to obtain expert Application Help Desk Support and Training to approximately 1,000 CCATS end users. The end users are located at MSDE, thirteen (13) MSDE Regional Licensing Offices and the Department of Human Resources (DHR).

CCATS has been in production since February 2007. The scope of the TORFP is focused on the:

- Support and training for the existing system in production,
- Testing support for maintenance releases as it relates to MSDE's role, and
- Support for project enhancements as it relates to agency responsibilities for testing and training on enhancements.

A separate TORFP has been issued for a major IT project to perform enhancements to CCATS, hereafter referred to as "eCCATS Enhancement Project". This TORFP is only for Help Desk Support and Training.

REQUESTING AGENCY INFORMATION

MSDE provides leadership, support and accountability to the effective systems of public education, library services and rehabilitation services. The OIT manages CCATS which is used by the Division of Early Childhood Development (DECD) Office of Child Care to track child care provider and customer information, as well as process applications for the Office of Licensing, the Office of Child Care Subsidy and the Office of Credentialing.

MANAGEMENT ROLES AND RESPONSIBILITIES

The MSDE CIO will be the TO Manager for this TORFP. The TO Manager will approve change orders including substitution of personnel and corrective action associated with the Task Order. The CIO will assign an OIT project manager (PM) to provide daily direction and oversight of the services provided under this TORFP, including approval of invoices, performance evaluation and acceptance of deliverables.

The TO Contractor will work closely with the Office of Child Care and end users at both MSDE and DHR in providing help desk support and training in the use of the CCATS application. The TO Contractor will carry out administrative tasks promptly and accurately including invoice submission and reporting.

The TO Contractor Personnel will provide day to day user support for the CCATS system including internal testing of maintenance releases. Along with DECD users and managers, the Help Desk Manager may be invited to participate in requirements sessions, review documentation, and provide input on testing scenarios for eCCATS project enhancements. The OIT PM, in consultation with the eCCATS PM, will determine the level of participation on user teams for project enhancements.

SYSTEM BACKGROUND AND DESCRIPTION

The MSDE, OIT is issuing a CATS II TORFP to provide expert Application Help Desk Support and Training to approximately 1000 CCATS end users. The end users are staffed at MSDE, thirteen (13) Regional Licensing Offices and the Department of Human Resources (DHR). In addition, payment processing has been outsourced to Affiliated Computer Services (ACS), a Xerox company. The number of payment processing users ranges from 7 to 10, depending on workload.

The TO Contractor is required to provide a minimum of one person to support MSDE, ACS, and DHR CCATS end users statewide with Application Level Two Help Desk Support during regular workdays at the MSDE central office unless scheduled for off-site training or meetings. MSDE OIT internal staff currently provides a Level One Help Desk which is the first point of contact for all technical issues including workstation maintenance, network connectivity, and desktop software as well as custom applications such as CCATS which are managed by the agency. When a Help Desk call is received that requires specialized knowledge of the CCATS application, the

caller is referred to the Level 2 Help Desk. The TO Contractor will provide personnel for Level Two Help Desk only. (MSDE does not utilize a Level 3 Help Desk.) As maintenance changes and project enhancements are released to production, the TO Contractor will provide Level Two Help Desk support and training on new or modified features. The TO Contractor is also required to provide remedial training to CCATS support staff as required which may be at field locations in Maryland or through “webinars”.

MSDE may issue work orders for additional Help Desk, Testing and Training Personnel to perform help desk support, testing support, and training activities as it relates to MSDE’s role during a major system changes (i.e. play the role of users during User Acceptance Testing (UAT) for eCCATS Enhancement Project)..

CCATS is a web-based application developed in Java 2 Enterprise Edition (J2EE) (v1.4). In Maryland the system has been implemented with the International Business Machines (IBM) Websphere application server (v5.1) and IBM Database 2 (DB2) (v9.5). The hardware infrastructure is primarily IBM P series servers with Advanced Interactive eXecutive (AIX) v5.2 as the operating system. The application environment consists of a production application server, a test application server, a training application server and a database server.

The Business Objects XI software has been implemented as the reporting solution. 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 wide area network for 13 regional offices and approximately 50 local Departments of Social Services (LDSS) offices. Application and database servers are hosted by an external vendor. The CCATS Hosting task order provides for server administration, physical database administration, operations support, backup and recovery services. Application maintenance, including application programming corrections and enhancements are under an additional task order for CCATS maintenance and major enhancements which includes the eCCATS project work.

PROFESSIONAL DEVELOPMENT

Technology and software products continuously change. MSDE encourages the TO Contractor to provide continuing education opportunities for the personnel provided, however 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.

REQUIREMENTS

1.1.1 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

At a minimum, the work to be accomplished by the TO Contractor personnel under this TORFP shall consist of the following requirements:

Requirement ID	Requirement	Deliverable ID
1.1.1.1	<p>TO Contractor shall provide Level 2 Help Desk Support on application issues that cannot be addressed by the MSDE OIT Level 1 Help Desk such as:</p> <ul style="list-style-type: none"> ▪ Inability to process a record due to erroneous data entered by users or remaining from data migrations. ▪ Defects in the system that prevent correct data processing ▪ System operations that do not conform to agency requirements ▪ Lack of user knowledge on the correct use of the system for a business process 	
1.1.1.1.1	TO Contractor shall log Level 2 Help Desk calls in the agency ticket system and track issues through resolution. The agency is currently transitioning the ticket system from Hewlett Packard Openview to Manage Engine Service Desk Plus v 8.00 Professional Edition.	
1.1.1.1.2	TO Contractor shall assist in Incident Management by reporting the occurrence, status and resolution of incidents that prevent normal use of the CCATS application in the agency ticket system	
1.1.1.1.3	TO Contractor shall log issues resulting from slow response time in UAT or production environments in conjunction with MSDE and/or the CCATS vendors.	
1.1.1.1.4	TO Contractor shall track all issues and identify recurring issues reported by Payment Processing, Subsidy, Accounting, Licensing, and Credentialing users.	
1.1.1.2	TO Contractor shall investigate the root causes of severe or recurring system problems.	
1.1.1.2.1	TO Contractor shall document the symptoms, causes and potential solutions of systems problems in a word template for further action by the agency.	2.7.4
1.1.1.2.2	TO Contractor shall develop recommended procedural or system changes to prevent operational problems.	
1.1.1.2.3	TO Contractor shall coordinate with the Department of Human Resources Information Systems (DHRIS) on Client Information System (CIS) related issues; identify CIS related errors and communicate them to the CCATS PM.	
1.1.1.2.4	TO Contractor shall collect and resolve bad records (i.e. duplicate records).	

1.1.1.3	TO Contractor shall assist in change management processes.	
1.1.1.3.1	TO Contractor shall assist in developing work requests for CCATS changes and in recording approvals required for changes in the CCATS application. A Sharepoint workflow application is used to record changes and approvals.	2.7.8
1.1.1.3.2	TO Contractor shall maintain current versions of CCATS documentation In a Sharepoint document library designated for that purpose.	
1.1.1.3.3	TO Contractor shall advise staff regarding the development of requests to address issues.	
1.1.1.3.4	TO Contractor shall review time-cost estimates and design documents to ensure that issues will be addressed.	
1.1.1.3.5	TO Contractor shall notify MSDE, LDSS and Payment Processing staff of system changes and deployments.	
1.1.1.4	TO Contractor shall coordinate, plan and lead CCATS training programs.	2.7.2
1.1.1.4.1	TO Contractor shall organize and provide training to Payment Processing, Licensing, Credentialing and Subsidy staff for major releases and to address recurring issues.	
1.1.1.4.2	TO Contractor shall provide presentations to regularly scheduled user group and regional meetings.	2.7.7
1.1.1.4.3	TO Contractor shall, with agency staff, prepare topic based webinars on the correct use of the system.	2.7.7
1.1.1.4.4	TO Contractor shall prepare and provide training materials if necessary.	2.7.5
1.1.1.5	TO Contractor shall assist with test script development for UAT of new releases.	2.7.3
1.1.1.5.1	TO Contractor shall participate in test planning.	
1.1.1.5.2	TO Contractor shall provide feedback to licensing, subsidy and credentialing regarding script execution and test outcomes.	
1.1.1.5.3	TO Contractor shall provide test case scenarios based on actual use of the system and approved requirements for changes, including regression tests.	
1.1.1.5.4	TO Contractor shall coordinate testing activities with all users including other divisions or offices (i.e., accounting). TO Contractor shall document issues identified during testing.	

1.1.1.6	TO Contractor shall provide support to CCATS Security with user set up or questions as required	
1.1.1.6.1	TO Contractor shall monitor correct use of security guidelines by activities such as auditing user privileges and report findings to PM and Security.	2.7.6
1.1.1.7	TO Contractor shall provide monthly progress reports. Monthly progress report will contain information on: <ul style="list-style-type: none"> o Work accomplished during the reporting period. o Problem areas. o Planned activities for the next reporting period. 	2.7.1
1.1.1.7.1	TO Contractor shall, upon request, perform random audits of counties to insure no data entry related issues are occurring; report audit concerns to program staff.	
1.1.1.7.2	TO Contractor shall, upon request, facilitate meetings regarding use of the system.	
1.1.1.7.3	TO Contractor shall, upon request, assist MSDE personnel in data mapping to understand and improve reports and extracts for data analysis.	
1.1.1.7.4	TO Contractor shall, upon request, assist in testing for UAT, regression testing or to define a problem.	
1.1.1.7.5	TO Contractor shall, upon request, attend and support site specialist meetings with MSDE, Payment Processing and LDSS with regard to CCATS issues.	

1.1.2 WORK ORDER SERVICES

From time to time the agency may determine that the work load for the help desk will require additional resources and will issue a work order to the contractor for additional personnel as described in Section 2.12. Work Orders. In this case, the personnel duties and responsibilities will be specified in the work order.

Examples of circumstances that may require additional resources are:

- Testing resources to assist agency personnel in completing UAT timely for a release with extensive critical changes.
- Training specialists to assist in a large scale training effort due to unusual turnover among users.
- Training specialists to prepare extensive updates in training documentation and curriculum due to new or modified features in the application, or policy changes affecting guidelines for system use.
- Help Desk Specialists to assist in responding to high call volume following the release of complex new or modified features in the application.
- Help Desk Specialists to assist in the responding to public calls following implementation of a publicly accessible web portal for CCATS services.

1.1.3 WORK HOURS

A) The TO Contractor’s assigned personnel will work an eight-hour day Monday through Friday except for State holidays and service reduction days.

B) Services may also involve some evening and/or weekend hours performing planned system upgrades in addition to core business-day hours. Hours performing system upgrades would be billed on actual time worked at the rates proposed.

1.1.4 SERVICE LEVEL AGREEMENT (SLA)

The TO Contractor will provide a monthly report on performance for service levels for the Level 2 Help Desk. 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 the Help Desk” and “Availability” shall be implemented at no cost to the state.

The Level 2 Help Desk service levels are based on the assignment of one person as Help Desk Manager for regular duties and the expectation that the Help Desk Manager may be scheduled in training or meetings related to supporting the correct use of the system and contributing to the resolution of system problems.

Resolution of a Help Desk issue will include any of the following:

- Provide guidance to the user in the correct use of the system, including instructions for “work arounds”.
- Referring policy or training issues to the appropriate DECD Manager.
- Escalating the issue to the OIT PM or eCCATS PM for action by OIT or other CCATS contractors. (For example, if the system is down or if a programming change is needed.)

Category	Work Outage / Exposure	Response Time	Response Availability	Resolution Time	Comments
Urgent	A large number of users are unable to use the system or perform a significant portion of their job. There is no work around.	Phone response or email response in 30 minutes	8 hour work days, scheduled between 7:30 A.M. to 6 P.M.	Escalated for resolution within an additional 30 minutes.	Arrangements will be made with the agency for contact or alternate coverage when off-site work is scheduled.
High	The issue will result in incorrect calculations, delays in payments for customers, or otherwise stop work on a record.	Phone response or email response in 1 business day	8 hour work days, 7:30 A.M. to 6 P.M.	Resolved in 2 additional business days.	
Normal	The issue causes the user to be unable to perform some small portion of their job, but they are still able to complete most other tasks. This includes questions from users on system behavior and reports of bad data.	Phone response or email response in 2 business days.	8 work days, 7:30 A.M. to 6 P.M.	As agreed by Project Manager.	

1.1.5 PERFORMANCE EVALUATION

The TO Contractor Personnel will be evaluated by the TO Manager every 6 months for work performed during this period. The established performance evaluation and standards are included as Attachment 10. The level of performance is expected to be “Meets Requirements” in every category. Performance issues identified by the agency are subject to the mitigation process described in Section 2.6.5 below.

1.1.6 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.

1.1.7 SUBSTITUTION OF PERSONNEL

The substitution of personnel procedures will follow Section 2.9.6 of the CATS II Master Contract.

1.1.8 BACKUP / DISASTER RECOVERY

N/A

1.1.9 HARDWARE, SOFTWARE, AND MATERIALS

TO Contractor Personnel will support the CCATS application, which uses the following hardware and software:

- IBM Websphere application server (v5.1)
- DB2 (v9.5)
- CCATS application developed in J2EE (v1.4)
- Business Objects XI software
- IBM P series servers with AIX v5.2.

DELIVERABLES

Deliverable ID	Deliverables	Acceptance Criteria
1.1.10	Monthly Progress Report	Shall contain work completed during the reporting period, any problem areas and planned activities for the next reporting period; due on the last day of the month; table or narrative form. Provide a listing of Level 2 calls received, status and resolution.
1.1.11	Training Plan, when requested	Shall contain content in compliance with State's System Development Life Cycle (SDLC) as applicable to MSDE CCATS. Documents are timely, clear, pertinent, and grammatically correct.
1.1.12	UAT Test Scripts for application releases, when requested	Shall contain Test Description content in compliance with State's SDLC as applicable to MSDE CCATS.
1.1.13	Problem Reports	Shall contain content in compliance with State's SDLC as applicable to MSDE CCATS and following MSDE processes for problem reporting. Problem reports are timely, clear, pertinent, and grammatically correct.

1.1.14	Training Manuals and Desk Aides, when requested	Shall contain content specified by MSDE CCATS. Documents are timely, clear, pertinent, and grammatically correct.
1.1.15	Security audit reports, when requested	Identifies the roles assigned to specific individuals and verifies that access is consistent with the approved role.
1.1.16	Presentations/Webinars	Shall utilize presentation tools provided by the agency such as E-Illuminate. Clearly demonstrate the correct utilization of the CCATS application for a typical user.
1.1.17	CCATS Work Requests (for programming changes)	Shall be prepared using the appropriate format for a system modification, change request or work order and recorded in the agency change control system (Sharepoint).
1.1.18	Provide help text and frequently asked questions	Clear, pertinent, and grammatically correct.

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 SDLC methodology
- The State Information Technology Security Policy and Standards
- The State of Maryland Enterprise Architecture.

TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory. The Master Contractor’s staff must demonstrate expertise in the following:

- Knowledge of complex Child Care Applications such as but not limited to the CCATS application determined by at least 3 years minimum experience supporting a Child Care application and interview questions regarding widespread Child Care business processes.
- Minimum of 1 year basic software applications—i.e., Microsoft Office Suite as determined by interview questions.
- Minimum of 3 years computer systems experience which includes:
 - providing help desk support for a custom computer application, preferably in the public sector;
 - analyzing data issues in a relational database environment;
 - testing and documenting defects;
 - analyzing user behavior and the system performance to clearly identify the cause of reported issues and recommend solutions; and
 - developing user desk guides or similar aids for the use of computer applications. as determined by resume work experience, education and interview questions.
- Strong technical writing ability based on submission of a writing sample as part the interview.
- Minimum of 5 years instructional skills based work experience and education reflected on the resume.

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.

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.

If a work order has been issued, the work order may be included with the invoice for the Help Desk Manager routine duties; however, work order items shall be clearly marked and listed separately from the Help Desk Manager routine duties.

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.

1.1.19 INVOICE FORMAT

- A) A proper invoice shall identify MSDE, 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.
- B) 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 MSDE at the following address:

Original and one copy to the:

Accounts Payable Section
Maryland State Department of Education
200 West Baltimore Street
Baltimore, Maryland 21201

And one copy to:

Sidney Drake, Chief Information Officer
Maryland State Department of Education
Office of Information Technology
200 West Baltimore Street
Baltimore, MD 21201

- C) 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.

WORK ORDER PROCESS

- A) Services beyond the regular duties described in Section 2.6.1 shall be provided via a work order process using the pre-approved fully-loaded labor rates applicable to their labor categories. Work Orders will be for time and materials work.

- B) The TO Manager shall e-mail a Work Order request to the TO Contractor to provide services. The request may include:
- a. technical requirements and description of the services needed;
 - b. performance objectives and/or deliverables, as may be applicable;
 - c. due date and time for submitting a response to the request;
 - d. other specific information as requested from the TO Contractor.
- C) The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
- a. a response that details the TO Contractor's understanding of the work;
 - b. a description of the proposed work plan in narrative format including time schedules, and if required a GANTT/Work Breakdown Structure chart. This description shall include a schedule of resources including proposed subcontractors and related tasks, including an explanation of how tasks will be completed.
 - c. Identification of those activities or phases that can be completed independently or simultaneously versus those that must be completed before another activity or phase can commence.
 - d. required place(s) where work must be performed;
 - e. State furnished information, work site, and/or access to equipment, facilities, or personnel;
 - f. The personnel resources, including those of subcontractors, and estimated hours to complete the task.
 - g. Note any materials and the cost or the estimated costs (if the situation absolutely requires an estimate versus an actual cost at the time).
- D) The TO Manager will review the response and will either, approve the work and provide a Notice to Proceed (NTP), or contact the TO Contractor to obtain additional information, clarification or revision to the work. If satisfied, the TO Manager will then provide the NTP.

SECTION 2 - - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

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.

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 return with Technical Proposal, Attachment 4 – Labor Classification Personnel Resume Summary.
- 4) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TOA.

C) Subcontractors

- 1) Identify all proposed subcontractors, including Minority Business Enterprises (MBE), and their full roles in the performance of this TORFP Scope of Work.

D) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of work assignments that the proposed personnel have completed that were similar in scope to the one defined in this TORFP. Each of the three examples, 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.

E) State Assistance

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

F) Confidentiality

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

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE:

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

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

SECTION 3 - - PROCEDURE FOR AWARDING A TO AGREEMENT

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.

TECHNICAL CRITERIA

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

- The Master Contractor's proposed solution and understanding of the TORFP Scope of Work based on the required response in Section 3.2.1.A.1.
- Personnel experience required in Section 3.2.1.B.

SELECTION PROCEDURES

- 4.3.1 TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2.9 and quality of responses to Section 3.2.1 of the TORFP. Master Contractor proposals that fail to meet the minimum qualifications will be deemed not reasonably susceptible for award, i.e., disqualified and their proposals eliminated from further consideration.
- 4.3.2 TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- 4.3.3 The State will conduct interviews of all personnel proposed in each TO Proposal that meets minimum qualifications.
- 4.3.4 Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- 4.3.5 The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit has greater weight than price.

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 NTP authorized by the TO Procurement Officer.

**ATTACHMENT 1 - PRICE PROPOSAL
CATS II TORFP # R00P9200104**

Year 1 (8/1/2011 – 7/31/2012)

Labor Categories	A	B	C
	Hourly Labor Rate	Total Class Hours Annually	Total Proposed CATS II TORFP Price
Help Desk Manager Class Hours for evaluation only	\$	2080	\$
Optional Help Desk Specialist – Jr (CATS II Labor Category #46) Class Hours for evaluation only		2080	
Optional Training Specialist (28) Class Hours for evaluation only		2080	
Optional Testing Specialist (27) Class Hours for evaluation only		2080	
Total Evaluated Price			\$

Option Year 1 (8/1/2012 – 7/31/2013)

Labor Categories	A	B	C
	Hourly Labor Rate	Total Class Hours Annually	Total Proposed CATS II TORFP Price
Help Desk Manager Class Hours for evaluation only	\$	2080	\$
Optional Help Desk Specialist – Jr (46) Class Hours for evaluation only		2080	
Optional Training Specialist (28) Class Hours for evaluation only		2080	
Optional Testing Specialist (27) Class Hours for evaluation only		2080	
Total Evaluated Price			\$

Option Period 2 (8/1/2013 – 5/31/2014)

Labor Categories	A	B	C
	Hourly Labor Rate	Total Class Hours Annually	Total Proposed CATS II TORFP Price
Help Desk Manager Class Hours for evaluation only	\$	2080	\$
Optional Help Desk Specialist – Jr (46) Class Hours for evaluation only		2080	
Optional Training Specialist (28) Class Hours for evaluation only		2080	
Optional Testing Specialist (27) Class Hours for evaluation only		2080	
Total Evaluated Price			\$

VENDOR'S NAME _____ FIN _____

SIGNATURE _____

***NOTE: PERIOD 2 ARE ESTIMATES ONLY! All prices are for evaluation purposes only. The actual period 2 may be more or less, but will only go up to May 31, 2014.**

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower. Rates must include all direct and indirect costs and profit for the Master Contractor to perform under the TOA.

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

**ATTACHMENT 1 –PRICE PROPOSAL
PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS II
TORFP # R00P9200104
SUMMARY**

DESCRIPTION	APPROX. TOTAL PROPOSED CATS II TORFP PRICE
Year 1	\$
Option Year 1	\$
Option Period 2 (9 Months)	\$
TOTAL EVALUATED PRICE	\$

VENDOR'S NAME _____

ADDRESS _____

CITY, STATE AND ZIP CODE _____

TELEPHONE NO. _____ FAX NO. _____

FIN _____ DUNS NUMBER _____

EMAIL ADDRESS _____

SIGNATURE _____

PRINTED NAME _____

TITLE _____ DATE _____

***NOTE: PERIOD 2 ARE ESTIMATES ONLY! All prices are for evaluation purposes only. The actual period 2 may be more or less, but will only go up to May 31, 2014.**

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

ATTACHMENT 2 - 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:
 - a. “Agency” means the **TO Requesting Agency**, as identified in the CATS II TORFP # **ADPICS PO**.
 - b. “CATS II TORFP” means the Task Order Request for Proposals # **ADPICS PO**, dated **MONTH DAY, YEAR**, including any addenda.
 - c. “Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and **MASTER CONTRACTOR** dated _____.
 - d. “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.
 - e. “TO Agreement” means this signed TO Agreement between the **TO Requesting Agency** and **MASTER CONTRACTOR**.
 - f. “TO Contractor” means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g. “TO Manager” means **TO Manager** of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS II TORFP dated **date of TO Proposal – Technical**.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS II TORFP dated **date of TO Proposal - FINANCIAL**.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
 - 2.1. This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or 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
 - c. Exhibit B – TO Proposal-Technical
 - d. Exhibit C – TO Proposal-Financial

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

3. Time for Performance.

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS II TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of [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.

TO CONTRACTOR NAME

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, **TO Requesting Agency**

By: **insert name**, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 3 - Conflict Of Interest Affidavit And Disclosure

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

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

C. The 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 4 - Labor Classification Personnel Resume Summary

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B9800035.
2. Only labor categories proposed in the Master Contractors Technical proposal may be proposed under the CATS II TORFP process.
3. For each person proposed in any of the labor 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.

4. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
5. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.
6. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

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

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)	
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 TO RESPONSE
SIGNATURE REQUIRED AT THE TIME OF THE INTERVIEW

ATTACHMENT 5 – DIRECTIONS TO THE PRE-TO PROPOSAL CONFERENCE

The Pre-Proposal Conference will be held:

FRIDAY, JUNE 3, 2011 @ 9:00 AM

Maryland State Department of Education
200 West Baltimore Street Baltimore, MD 21201
8th 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).

Parking

The parking facility mentioned above is operated by Arrow Garage and is next to the MSDE Building. Rates are \$4 for one hour, \$8 for two hours and \$10 for all day. There is additional parking located within 2 blocks of the MSDE on Fayette, Howard, Liberty and Lombard Streets.

Light Rail

The Light Rail travels from Baltimore County’s Hunt Valley through the heart of Downtown Baltimore to Cromwell Station/Glen Burnie in Anne Arundel County. Seven light rail stops are in Downtown, Baltimore. There is a stop on Howard Street, half a block from the entrance of MSDE. Hours of operation: Mon - Fri 6am-11pm; Sat 8am-11pm; Sun 11am-7pm.

Metro Subway

The Baltimore Metro runs between Owings Mills and Johns Hopkins Hospital. It operates Mon-Fri - 5am-midnight and Sat, Sun and Holidays - 6am-midnight. The nearest stop to the MSDE is the Metro-Charles Center Station, 2 blocks east.

ATTACHMENT 6 - NON-DISCLOSURE AGREEMENT (OFFEROR)

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

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

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

OFFEROR: _____

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.6 OF THE TORFP

ATTACHMENT 7 - NON-DISCLOSURE AGREEMENT (TO Contractor)

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

RECITALS

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

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

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

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

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

Contractor/Contractor's Personnel:

TO Requesting Agency:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 8 – TO CONTRACTOR SELF-REPORTING CHECKLIST

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

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

D) 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% ($3,000 \div 10,000 = 0.30$))

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

Yes No (If no, explain why) _____

E) 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 9 – 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 10 - PERFORMANCE EVALUATION

DATE: _____

CATS II TORFP PROJECT NUMBER (XXXXX)

EVALUATION PERIOD: XX/XX/XXXX – XX/XX/XXXX

TO MANAGER:

TO PERSONNEL:

Evaluation Criteria	<u>Rating (This 6 Months)</u>	<u>Mediation Required (Yes or No)</u>	<u>Mediation</u>
<u>All tasks for this reporting period were completed.</u>			
<u>Accuracy of work completed</u>			
<u>Lateness / Punctuality</u>			
<u>Overall satisfaction with Contractor Performance this period.</u>			
<u>Invoices delivered in timely fashion</u>			
<u>Accuracy of Invoices submitted</u>			

Rating

- 3. Exceeded the customer expectation
- 2. Met the customers expectation
- 1. Did not meet the customers expectation

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
