



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

**HOSTING FOR CHILD CARE ADMINISTRATION
TRACKING SYSTEM (CCATS)**

CATS TORFP PROJECT R00P8203853

MARYLAND STATE DEPARTMENT OF EDUCATION

ISSUE DATE: WEDNESDAY, APRIL 23, 2008

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KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services (CATS) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. All Master Contractors must complete and submit a Master Contractor Feedback form via the CATS web site regardless of whether a TO Proposal is submitted or not. The form is accessible via, your CATS 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 RFP issued by the Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT) and subsequent Master Contract Project Number 050R5800338, including any amendments.

TORFP Title:	HOSTING – Child Care Administration Tracking System (CCATS)
Functional Area:	System Facility Management and Maintenance (SFMM) Functional Area 6
TORFP Issue Date:	Wednesday, April 23, 2008
Closing Date and Time:	MAY 16, 2008 BY 2:00 PM
TORFP Issuing Agency:	Maryland State Department of Education Office of Information Technology 200 West Baltimore Street Baltimore, MD 21201
Send Questions and Proposals to:	Dorothy Richburg, Procurement Officer drichburg@msde.state.md.us
TO Procurement Officer:	Dorothy Richburg 410-767-0628 410-333-2017 (FAX)
TO Manager:	Sidney Drake, Chief Information Officer 410767-8108 410-333-0257 (FAX)
TO Project Number:	R00P8203853
TO Type:	Fixed Price
Period of Performance:	1 year with 18 months renewal option (December 31, 2010)
MBE Goal:	10 percent
Small Business Reserve (SBR):	NO
Primary Place of Performance:	Option 1 Maryland State Department of Education Nancy S. Grasmick State Education Building 200 West Baltimore Street Baltimore, Maryland 21201 Option 2 Vendor Facility
TO Pre-proposal Conference:	Maryland State Department of Education 200 West Baltimore Street - 8 th Floor, CR 6 Baltimore, Maryland 21201 WEDNESDAY, APRIL 30, 2008 @ 11:30 PM

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 2.8 for information on change orders.

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

1.2 TO AGREEMENT

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

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by MSDE's e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #R00P8203853. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP #R00P8203853 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP #R00P8203853 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

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 TO Agreement shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit 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 a reading room at MSDE. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 11.

1.8 LIMITATION OF LIABILITY CEILING

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

1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

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

Attachment 12 is a sample of the TO Contractor Self-Reporting Checklist template. DBM OIT will send checklists out to applicable TO Contractors approximately three months after the Notice To Proceed date for a TO Agreement, and approximately every six months thereafter. The TO Contractor awarded the TO Agreement shall complete and return the TO Contractor Self-Reporting Checklist within two weeks of receipt as instructed on the checklist.

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE AND BACKGROUND

2.1.1 PURPOSE

The Maryland State Department of Education (MSDE) Office of Information Technology (OIT) is issuing this CATS TOREP to acquire a Hosting Provider for the Child Care Administration's Tracking System (CCATS) production and testing environments.

2.1.2 BACKGROUND

The Office of Child Care (OCC), formerly the Child Care Administration at the Department of Human resource, became part of the Division of Early Childhood Development within the Maryland State Department of Education (MSDE). Its responsibilities include licensing and monitoring child care centers and family child care providers. The Office also issues contracts and grants to child care providers to improve the quality of early care, and it administers the state's Child Care Credentialing System. CCATS is a statewide system that provides services to three business functions within the Office of Child Care, Credentialing, Licensing and the Purchase of Care Program (POC). The end users are staffed statewide. They are located in 13 OCC Regional Offices and approximately 50 Local Departments of Social Services (LDSS) offices.

2.2 TECHNICAL REQUIREMENTS

2.2.1 Operation and Maintenance

1. Provide a single point of contact through which inquiries or service issues may be directed.
2. Operation and maintenance of the existing Application, Database, Testing and Business Objects servers with the required system software (AIX, Windows, WebSphere, DB2, Business Objects).
3. Provide support for WebSphere and its associated web development software products, updates and patches.
4. Provide support for the application servers, Database server, Testing Server and Business Objects server with the appropriate system updates and patches.
5. Provide support for Internet & networking connectivity to the hosting facility and the existing servers.
6. Provide a local Area network/networks for the CCATS production & testing environments.
7. Provide networking communications connections support between the Department of Human Resources mainframe, located in Gaithersburg Maryland, and the CCATS located at the Hosting Facility.
8. Provide Network connectivity support from the hosting facility to 200 West Baltimore Street, Baltimore, MD 21201.
9. Provide a hosting facility within 100 miles of 200 west Baltimore Street, Baltimore, MD 21201. Note: preference will be given to hosting facilities in Maryland.
10. Provide day to day operational services/support for the CCATS application and supporting systems.

2.2.2 Responsibilities

2.2.2.1 The TO Contractor will provide the following services as part of this proposal;

1. Provide raised floor space, power, and network connectivity at the hosting facility.
2. Provide Basic Operating System (BOS) build of CCATS PSeries and xSeries servers with AIX RISC and other standard monitoring tools if new servers are introduced into the environment through the Change Order process.
3. Provide monitoring services for the servers described in section 2.2.2.1. 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 hosting facility will 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.
4. Manage and maintain the servers detailed in section 2.2.2.1.
5. Support the Operating System, IBM support tools, and MSDE provided middleware software detailed in section 2.2.2.1.
6. Provide physical DBA support.
7. Be responsible for scripts, schedules, and automation for databases and maintain database backup and recovery related scripts
8. Own ROOT passwords on the servers and provide Super User Do (SUDO) access to application or web servers as needed.
9. Provide IP addresses for the WebSphere LAN environment in the current facility including servers, switches and routers within a range of MSDE approved addresses.
10. Provide support for WebSphere on the application servers including upgrades, patches, and fixes and support of the native WebSphere v5.1 or above.
11. Provide the capability to connect the DHR mainframe.
12. Provide MSDE and/or its designee(s) access to the server environment at the hosting facility upon request.
13. Provide Help Desk support services for any issues that may arise regarding the environment described in this proposal.

2.2.2.2 System Administration

The contractor shall perform all processing and work on the systems software as required to provide the services and meet the service levels, in accordance with this Agreement and as described below:

1. 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.
2. Monitor software on a periodic basis through appropriate tools to ensure that processing is performed efficiently.
3. Install and upgrade systems 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, contractor shall not upgrade software if 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.

4. Install new releases of existing systems software or new systems 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.
5. Provide appropriate information and documentation for any new, enhanced or modified systems software installed by contractor at the data center or other facilities, and thereafter provide appropriate updates to such materials.
6. To the extent not included above, implement other preventive and remedial maintenance and updates for systems software, including maintenance directed by MSDE.
7. Provide reports and analysis to MSDE about the functionality, architecture, data, and other information related to the systems software, as requested by MSDE.
8. Provide support to users of systems software.
9. 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 contractor to perform the services.

2.2.2.3 Security

The Contractor shall maintain security procedures for its data center in accordance with MSDE guidelines. The 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 Contractor shall use the same security software that is currently in use. The State Security Manual can be found on-line at <http://www.dbm.maryland.gov/>

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

The 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 contractor also agrees and will ensure that MSDE's third party auditors will have security access at contractor's facility as authorized in writing by MSDE.

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

1. 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.
2. Capture data for audit trail purposes of all access exceptions, and make data available to MSDE upon request.
3. Provide ongoing operational support of system security processes to supported environments.

4. Establish and administer violation and access attempts report mechanism. Promptly provide written reports of all information security breaches discovered or made known to the contractor.
5. Initiate corrective actions to ensure breach will not occur again if it is within the contractor's scope of responsibility. Prepare and retain documentation of breach investigations and provide copies to MSDE.
6. In consultation with MSDE, identify security risks, recommend procedures to minimize them and implement such procedures, as appropriate, unless directed otherwise by MSDE.
7. Assist in the recovery of lost/damaged information that result from security violations

2.2.2.4 Tape Management

The 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 contractor shall:

1. 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.
2. 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.
3. Store tapes at secure off-site vault storage as required by MSDE.
4. 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.
5. 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.
6. Ensure tape media is reliable and read/write errors are kept to a minimum.
7. Ensure equipment is properly cleaned and maintained at the required intervals to minimize problems and outages.
8. Ensure adequate supplies for the tape environment are maintained and that the scratch tape pool is sufficient to fulfill all data center needs.
9. Store tapes in the manner stored by current outsourcer. Authorized MSDE representatives will be granted access to inspect storage areas.
10. Retrieve archived tapes and restore required files and datasets as directed by MSDE within three days of notice.
11. Provide MSDE with the capability to monitor tape management operations, mailing and receipt control.
12. Report tape utilization and requirements.

2.2.2.5 File Services

The 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 contractor shall:

1. 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.
2. Develop procedures with MSDE governing time periods for retention of files. Such procedures will be included in a Procedures Manual.
3. Initiate and complete required processing management functions to ensure the integrity of

all data.

4. Verify (using tools and procedures acceptable to MSDE) the successful receipt of all incoming files and the successful transmission of all outgoing files.
5. Develop, document, maintain, update and execute MSDE-approved file backup and recovery procedures.
6. Provide a recovery procedure for restoring a data image to a previous Level within an agreed amount of time.
7. Provide recommendations to MSDE regarding backup and recovery considerations, such as improved levels of protection, efficiencies and cost reductions.
8. Conduct routine backup and recovery procedures (e.g. dataset restore) so as not to adversely impact scheduled operations.
9. Conduct routine monitoring and corrective action according to procedures approved by MSDE for intermediate files used for on-line and batch processing.
10. Provide MSDE with documentation of essential files, including name, and utilization statistics to the extent available.
11. Ensure that adequate file space is available for processing.
12. Report MSDE disk space utilization and requirements on a monthly basis in addition to on demand reporting.
13. Utilize disk storage resources in an efficient and cost effective manner.

2.2.2.6 Production Control/Job Scheduler

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

1. 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.
2. Distribute and obtain MSDE approval of all schedules prior to implementation.
3. 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.
4. Respond to requests from MSDE for priority job execution.

2.2.2.7 Disaster Recovery

The 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://www.dbm.maryland.gov>)

2.2.2.7.1 Disaster Recovery Plan

Disaster Plan Elements

The contractor shall develop a Disaster Recovery Plan that shall provide:

- A) The manner in which contractor will perform backup and disaster recovery functions,
- B) The business recovery functions the contractor will perform in the event of a disaster; and
- C) MSDE's priorities for backup and disaster recovery and methods for changing those priorities. The

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.

D) 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 – 30minutes to 8 hours.

2.2.2.7.2 Disaster Recovery Plan Development

The 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 contractor shall use MSDE's existing disaster recovery plan in effect as of the Effective Date. Included in such responsibilities, the contractor shall:

- A) 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.
- B) Ensure security measures, as defined for normal operations, are satisfied in the disaster recovery plan.
- C) Ensure that the Disaster Recovery Plan meets or exceeds all audit specifications listed in the disaster recovery documents available on DBM's website.
- D) Assume responsibility for development, implementation, maintenance and testing the plan. MSDE must approve any change or modification to the Disaster Recovery Plan.
- E) Test the Disaster Recovery Plan in cooperation with MSDE. If so required.
- F) If tested, provide MSDE with a formal report of the test results.
- G) If implemented, provide proposed Disaster Recovery Plan modifications and ensure that problem resolution and re-testing of all unsuccessful test components is performed.

2.2.2.7.3 Other backup and disaster recovery duties shall include the following:

- A) Maintain off-site storage of MSDE's data, software and documentation to support disaster recovery.
- B) In the event of a disaster, the contractor in consultation with the MSDE Project manager shall implement the Disaster Recovery Plan.
- C) Provide a single-point-of-contact for disaster recovery related communications and activities.
- D) Modify its disaster recovery capability as necessary, during the contract term, to accommodate changes in MSDE business volumes, application enhancements or functions requested.
- E) Identify opportunities for improvement and efficiencies in disaster recovery functions.

2.2.2.7.4 Disaster Recovery Requirements

The Contractor must demonstrate that it will consistently meet or exceed the following disaster recovery requirements:

CCATS Computing Services	
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

Routine system-wide backup and recovery procedures are an integral part of the disaster recovery process. The contractor must also meet or exceed MSDE’s performance in this area.

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

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

2.3 HARDWARE, SOFTWARE & NETWORKING ENVIRONMENT

2.2.3 Hardware – Software components

CCATS Production and UAT Application Servers (Quantity 2) located at the current hosting facility. (MSDE Owned)

- 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
- System software
 - AIX v5.2 TL-08 SP-1, BMC Monitoring
- Web development software provided by MSDE or its application vendor:
 - WebSphere v%.1 (with JAVA and HIS), DB2 Connect 8.1

CCATS Database Server (Quantity 1) located at the current hosting facility - MSDE Owned)

- **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
- System software
- AD(v5.2 TL-08 SP-01, BMC Monitoring
- Software provided by MSDE or its application vendor:
- DB2/6000 v8.1.4

CCATS Production Business Objects Server (Quantity 1) located at the current hosting facility - MSDES Owned)

- **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
- System software
 - Windows 2000 Server
- Software provided by MSDE or its application vendor:
 - Apache Tomcat 4.1,
 - Business Objects Enterprise 6 - Version 61.030.00000_2523
 - DB2 Connect 8.1 Microsoft SQL Server 2000 GOLD Version 8.00.194

CCATS UAT Business Objects Server (Quantity 1) located at the current hosting facility - Hosting Facility Owned)

- IBM X345
- 4 x 34.715 GB Hard Drives
- **2 x RAID 1 Configurations**
- **2 x Logical Disks** configured with 34715MR of space
- **C: Drive - 9 770B**
- **D: Drive ^{7:} 24.12 GB**
- **E: Drive - 33.89 GB**
- Software provided by hosting facility
 - Windows 2000 Server
 - Apache Tomcat 4.1
 - DB2 Connect
 - Microsoft SQL Server 2000 GOLD - Version 8.00 194
- Software provided by MSDE or its application vendor:
 - Business Objects Enterprise 6 - Version 61,030.00000.2523

CCATS Storage Array (SAN) (Quantity 1) located at the current hosting facility.

- FastT600 (Qty 1) (3 RU)
- 1722-60U FASTT600 Storage Server

- 18 x 73 4613 Drive
- 2 - Fiber Switches
- 2109-F16 SAN Switch F16 16-Port

2.2.4 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:

- Connection back to the Department of Education Building in Baltimore, MD via 4 bonded T1s
- Connection to DHR mainframe for data exchange
- 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.

2.3 SERVERS HOSTING 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. Host the MSDE CCATS servers for successful operations of CCATS application. Hosting will be performed at a contractor supplied facility that is secure, stable, cost competitive, and has 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, through the take order process, the ability to acquire additional workload, products and service.
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.

Hosting support/maintenance services will be provided by the Offeror based on a fixed price model. The model will include a Level 1 Service Support and Level 2 Service Support differentiator of 250 hours. Note: Current or existing system interfaces will fall under Level 1 Service Support. Any new system interfaces will be developed under the Level 2 Service Support requiring a level of effort estimate as part of the change in scope process.

2.4 MSDE OR THEIR DESIGNATED AGENT

1. MSDE will provide Internet connectivity if required
2. Install, administer and be fully responsible for the CCATS applications being developed by MSDE or its application vendor.
3. Procure WebSphere and Universal Database (UDB) licenses and maintenance for the CCATS production and test environments if new licenses become necessary.

4. Provide support for applications other than those explicitly identified here (i.e.. any applications developed by **MSDE** or **its** application vendor or shrink-wrap software not provided with this proposal)_
5. Handle end-user communication, support and administration with respect to the hardware and application access as well as logical user access This logical access includes user administration.
6. Provide a focal point for this project through which inquiries may be directed.
7. Provide Help Desk services
8. Provide Domain Name System (DNS) support.
9. Allow access to the environment for support and monitoring through a DMZ environment provided by the Secure Network Interface solution.
10. Provide one (1) registered, Internet accessible **IP** address for the VPN appliance for remote support of **the** Hosting LAN.
11. Provide logical DBA support.

2.5 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 www.dbm.maryland.gov. Select “TO Contractor” and “IT Policies, Standards and Guidelines”. 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 Information Technology Project Oversight
- The State of Maryland Enterprise Architecture
- The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute’s Project Management Body of Knowledge Guide. TO Contractor’s staff and sub Contractors are to follow a consistent methodology for all TO activities.

2.6 CONTRACTOR EXPERTISE REQUIRED

The Master Contractor must document a professional level of expertise in network systems and the ability to Host Hardware and Applications as outline in this TORFP.

2.7 CONTRACTOR MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory. 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:

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

- C. No substitutions of key personnel identified in the proposal will be allowable only with written approval from Project Manager.
- D. 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

2.8 INVOICING

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS Master Contract. Invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 9, is not submitted.

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

2.8.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the MSDE as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form – Attachment 9, for each deliverable being invoiced) submitted for payment to the Maryland State Department of Education at the following address 200 West Baltimore Street, Baltimore, MD 21021.
- C) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.9 MBE PARTICIPATION REPORTS

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS Master Contract by the 15th day of each month. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to MSDE 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 MSDE. MSDE 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.

2.10 REPORTING

The TO Contractor and the TO Requesting Agency shall conduct bi-weekly progress meetings. A monthly project progress report shall be submitted five in advance prior to the discussion to the TO Manager and shall contain, at a minimum, the following information:

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

2.11 CHANGE ORDERS

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

SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one or two possible responses: 1) a proposal and/or 2) a completed Master Contractor Feedback form submitted electronically via the CATS web site explaining why the Master Contractor will not be submitting a proposal. The form is accessible via, your CATS 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 TORFP. A TO Proposal shall provide the following:

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE

A) Proposed Services – Work Plan

- 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.
- 3) Risk Assessment: An assessment of any risks inherent in the work requirements and actions to mitigate these risks.
- 4) Proposed Solution: A description of the Master Contractor's proposed solution to accomplish the specified work requirements.
- 5) Proposed Tools: A description of all proposed tools that will be used to facilitate the work.
- 6) Tasks and Deliverables: A description of and the schedule for each task and deliverable, illustrated by a Gantt chart. Start and completion dates for each task, milestone, and deliverable shall be indicated. The Gantt chart will form the baseline for task order monitoring, and will be updated bi-weekly as part of progress reporting (see Section 2.7.1).
- 7) Work Breakdown Structure: A detailed work breakdown structure and staffing schedule, with labor hours by skill category that will be applied to meet each milestone and deliverable, and to accomplish all specified work requirements.
- 8) Acceptance Criteria: A statement acknowledging the Master Contractor's understanding of the acceptance criteria.

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category. The resume should highlight the proposed personnel's applicable responsibilities and accomplishments as they relate to the requirements of this TORFP.
- 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in accordance to Section 2.8.
- 3) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.
- 4) Complete and provide, at the interview, Attachment 5 – Labor Classification Personnel Resume Summary.

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

- 2) Provide three examples of projects that you have completed that were similar in scope to the one defined in this TORFP Scope of Work. Each of the three examples must include a reference, to be provided at the interview, 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 Master Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization.
- 3) 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) Proposed Facility

- 1) Identify Master Contractor's facilities, including address, from which any work will be performed.

G) State Assistance

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

H) Confidentiality

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

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE

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

SECTION 4 PROCEDURE FOR AWARDING A TASK ORDER AGREEMENT

4.1 EVALUATION CRITERIA

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS TORFP. In making the TO Agreement award determination, the TO Requesting Agency 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) The evaluated qualifications of the proposed personnel.
- B) The overall understanding of the work required.
- C) Quality of past performance on engagements provided as reference accounts in the Offeror's Technical Proposal to the TO, or other engagements not provided in the Technical Proposal but known to the State.

4.3 SELECTION PROCEDURES

- A) 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.
- B) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.

The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit has greater weight.

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, Purchase Order and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed (sample).

ATTACHMENT 1 –PRICE PROPOSAL
PRICE PROPOSAL (TIME AND MATERIALS)
CATS TORFP # R00P8203853

LABOR CATEGORIES

PERIOD	NO. OF MONTHS	MONTHLY COST	TOTAL
Base Period -Year 1 July 1, 2008 - June 30, 2009	12 Months		
Option Period 1 July 1, 2009 - December 31, 2010	18 Months		
TOTAL CONTRACT COST			

VENDOR'S NAME _____

ADDRESS _____

CITY, STATE AND ZIP CODE _____

TELEPHONE NO. _____ FAX NO. _____

EMAIL ADDRESS _____

SIGNATURE _____

PRINTED NAME _____

TITLE _____ DATE _____

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS
TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING
REQUIREMENTS

CATS TORFP # R00P8203853

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 15th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15th 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 15th 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. R00P8203853, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 10 percent and, if specified in the TORFP, sub-goals of 0 percent for MBEs classified as African American-owned and 0 percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

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 [redacted] 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.

2. 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.
3. 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.
4. 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.

5. 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 R00P8203853	
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 FORMS

FORM 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 # R00P8203853, 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)

 This project does not involve bonding requirements.

5. Offeror did/did not attend the pre-proposal conference
 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. R00P8203853 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

MINORITY BUSINESS ENTERPRISE PARTICIPATION TO CONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): _____ Report is due by the 15th of the following month.	CATS TORFP #R00P8203853 Contracting Unit _____ 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:			
List all unpaid invoices over 30 days old received from the MBE subcontractor named above:			
1.			
2.			
3.			
Total Dollars Unpaid: \$ _____			

**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) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)	ALLAN ROBINSON, PROCUREMENT OFFICER MARYLAND STATE DEPARTMENT OF EDUCATION 200 WEST BALTIMORE STREET BALTIMORE, MD 21201 ARobinson@msde.state.md.us
--	---

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 15th of the following Month.	CATS TORFP #R00P8203853 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, PROCUREMENT OFFICER MARYLAND STATE DEPARTMENT OF EDUCATION 200 WEST BALTIMORE STREET BALTIMORE, MD 21201 ARobinson@msde.state.md.us
--	---

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS TORFP# R00P8203853 OF MASTER CONTRACT #050R5800338

This Task Order Agreement (“TO Agreement”) is made this day of Month, 200X by and between Task Order Contractor (TO 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 TORFP # ADPICS PO.
 - b. “CATS TORFP” means the Task Order Request for Proposals # ADPICS PO, dated MONTH DAY, YEAR, including any addenda.
 - c. “Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and TO Contractor dated December 19, 2005.
 - 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 TO Requesting Agency and TO Contractor.
 - f. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is _____ and whose principal office in Maryland is _____.
 - g. “TO Manager” means 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 TORFP dated date of TO Proposal – Technical.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated date of TO Proposal - Financial.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Agreement,
 - b. Exhibit A – CATS TORFP
 - c. Exhibit B – TO Proposal-Technical
 - 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 TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of **insert time for performance**, 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 TORFP and shall not exceed \$**total amount of task order**. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS 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 **Federal ID number**. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the **Agency TO Manager unless otherwise specified herein**.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, **TO Requesting Agency**

By: **insert name**, 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 TO RESPONSE

ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.
2. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS 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. This 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 three months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement; in this case, three months.

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 5 – 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 RFP from Section 2.12 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS RFP from Section 2.12 for the applicable labor category.)	
Duties: (Insert the duties description from the CATS RFP from Section 2.12 for the applicable labor category.)	

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

Contractor’s Contract Administrator:

Signature Date

Proposed Individual:

Signature Date

SUBMIT WITH TECHNICAL PROPOSAL
SIGNATURE REQUIRED AT THE TIME OF THE INTERVIEW

ATTACHMENT 6 – DIRECTIONS

TO THE PRE-TO PROPOSAL CONFERENCE

The Pre-Proposal Conference will be held:

WEDNESDAY, APRIL 30, 2008

11:30 AM

MARYLAND STATE DEPARTMENT OF EDUCATION

200 West Baltimore Street

Baltimore, MD 21201

8th Floor, CR6

From Interstate 95 (Washington, D. C.)

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

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

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

From Annapolis – Route 50

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

From the Baltimore-Washington Parkway (Route 295)

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

ATTACHMENT 7 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS Task Order Agreement #ADPICS PO

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. TO Manager of the TO Requesting Agency will serve as your contact person on this Task Order. TO Manager can be reached at telephone # and email address.

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

Sincerely,

TO Procurement Officer

Task Order Procurement Officer

Enclosures (2)

cc: TO Manager

Procurement Liaison Office, Office of Information Technology, DBM

Project Management Office, Office of Information Technology, DBM

ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: **Project Name for TORFP**

TO Agreement Number: #**ADPICS PO**

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: **TO Manager**

TO Manager Signature

Date Signed

Name of TO Contractor's Project Manager: _____

TO Contractor's Project Manager Signature

Date Signed

SUBMIT AS REQUIRED IN SECTION **ERROR! REFERENCE SOURCE NOT FOUND.** OF THE TORFP.

ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: TO Requesting Agency

TORFP Title: TORFP Project Name

TO Manager: TO Manager and Phone Number

To:

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

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION **ERROR! REFERENCE SOURCE NOT FOUND.** OF THE TORFP.

ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)

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

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

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

OFFEROR: _____ BY: _____

NAME: _____ TITLE: _____

ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

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

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for **TORFP Title TORFP No. ADPICS PO** dated **release date for TORFP**, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; and

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

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

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

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

TO Contractor/TO Contractor's Personnel:

TO Requesting Agency:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 12 – TO CONTRACTOR SELF-REPORTING CHECKLIST

The Department of Budget and Management, Office of Information Technology is requesting that within two weeks of receipt, the TO Contractor complete and submit this checklist for the TO listed below to contractoversight@dbm.state.md.us. All sections are to be completed. TO Contractors may attach supporting documentation as needed.

TO Number	
TO Title	
TO Requesting Agency	
TO Contractor	
TO Contractor Contact	
TO Contractor Contact Phone Number	
Section 1 – Deliverable to Invoice	
A) Does the TORFP link payments to distinct, defined deliverables with acceptance criteria? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, complete B and C below. If no, skip to Section 2.)	
B) Are the invoice amounts the same as the corresponding deliverable amounts listed in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, please explain why)	
C) Is the deliverable acceptance process defined in the TORFP followed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, please explain what process is followed)	
Section 2 – Materials and Labor Rate to Invoice	
A) Are material costs charged to the TO Requesting Agency as pass-through costs (no TO Contractor markup)? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, please explain why)	
B) Are the labor rates charged to the TO Requesting Agency the same or less than the rates proposed in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, please explain why)	
C) Are timesheets and/or associated supporting documents provided with the invoices? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, please explain why)	
Section 3 – Substitution of Personnel	
A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, complete B through D below. If no, skip to Section 4.)	
B) Was each substitution requested in writing? Yes <input type="checkbox"/> No <input type="checkbox"/>	
C) Does each of the accepted substitutes possess equivalent or better education, experience and qualifications than the personnel being replaced? Yes <input type="checkbox"/> No <input type="checkbox"/>	
D) Were each of the substitutes approved by the TO Manager in writing? Yes <input type="checkbox"/> No <input type="checkbox"/>	

Section 4 – MBE Participation

- A) What is the MBE goal that the TO Contractor agreed to meet for this TORFP? __% (If none, skip to Section 5.)
- B) Are the MBE reports (D-5 and D-6) submitted monthly? Yes No (If no, please explain why)
- C) What is the MBE participation to date (i.e., amount paid to MBE sub-contractor divided by total TO value)? \$
- D) Is the MBE participation to date consistent with the planned MBE participation at this stage of the project? Yes No (If no, please explain including any corrective action being taken.)
- E) Does the TO Contractor anticipate any difficulty in achieving the MBE goal?
Yes No (If yes, please explain including any corrective action being taken.)

Section 5 – Change Management

- A) Is there a formal Change Management Plan for this TO? Yes No (If no, skip remaining questions)
- B) Does the Change Management Plan contain the following?
 - Yes No A written change management procedure.
 - Yes No A change management procedure that includes change description, justification, and impact analysis on cost, scope, schedule, risk and quality (i.e., meeting TORFP requirements).
 - Yes No An established body (e.g., Change Control Board, steering committee, management team, etc.) charged with reviewing/approving/declining changes.
- C) Have any Change Orders been executed? Yes No (If Yes, please indicate the anticipated impact on time, cost and/or scope.)
- D) Is the change management procedure being followed? Yes No

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

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