



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

**DISASTER RECOVERY SYSTEM FOR DDA
CATS TORFP PROJECT MOOP8204619**

**DEVELOPMENTAL DISABILITIES ADMINISTRATION (DDA)
DEPARTMENT OF HEALTH AND MENTAL HYGIENE (DHMH)**

ISSUE DATE: SEPTEMBER 25, 2007

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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:	Disaster Recovery System for DDA
Functional Area:	FA6 - Systems/Facilities Mgmt. And Maintenance
TORFP Issue Date:	September 25, 2007
Closing Date and Time:	October 25, 2007, 2:00 PM
TORFP Issuing Agency:	DHMH / DDA
Send Questions and Proposals to:	Justina Apaw JApaw@dhhm.state.md.us
TO Procurement Officer:	Sharon Gambrell Office Phone Number: 410-767-5117 Office FAX Number: 410-334-5958 Email: GambrellS@dhhm.state.md.us
TO Manager:	Justina Apaw Office Phone Number: 410-767-6644 Office FAX Number: 410-333-7441
TO Project Number:	MOOP8204619
TO Type:	Fixed Price
Period of Performance:	Base Period (3 years).
MBE Goal:	none
Small Business Reserve (SBR):	no
Primary Place of Performance:	TO Contractor's choice of hosting facility
TO Pre-proposal Conference:	October 15, 2007 2:00 PM See Attachment 5 for directions.

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement 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 2, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal.

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by DHMH'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 # MOOP8204619. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP # MOOP8204619 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP # MOOP8204619 Financial". The proposal documents that must be submitted with a signature, and Attachment 3 - Conflict of Interest and Disclosure Affidavit, must be submitted as .PDF files with signatures clearly visible.

1.4 ORAL PRESENTATIONS/INTERVIEWS

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

1.5 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT 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 3 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

Master Contractors should be aware that the State Ethics Law, State Government Article, §15-508, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

1.6 NON-DISCLOSURE AGREEMENT

Certain 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 in the form of Attachment(s) 9 & 10.

1.7 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 11 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 DHMH/DDA is issuing this CATS TORFP to select a TO Contractor who will provide a hosting facility that will coordinate network infrastructure with MD DHMH network.

The TO Contract will implement and maintain backup and disaster recovery systems and processes for an existing Oracle Database and Oracle application server (PCIS2) at a hosting facility.

2.1.2 REQUESTING AGENCY BACKGROUND

The mission of the Developmental Disabilities Administration (DHMH/DDA) is to provide leadership to assure the full participation of individuals with developmental disabilities and their families in all aspects of community life. In addition, DDA's goal is to promote their empowerment to access quality supports and services necessary to foster personal growth, independence, and productivity.

DDA is committed to enabling all individuals with developmental disabilities to exercise the four principles of self-determination:

- FREEDOM to make choices
- AUTHORITY over services and support
- RESPONSIBILITY for organizing resources
- SUPPORTS necessary to live in the community

The DHMH/DDA provides a coordinated service delivery system so that individuals with developmental disabilities receive appropriate services oriented toward the goal of integration into the community. These services are provided through a combination of four state residential centers, Rosewood, Potomac, Holly, and Brandenburg Centers (providing services to individuals with mental retardation) and a wide array of community based services delivered primarily through a network of non-profit providers.

The DHMH/DDA takes the leadership role in building partnerships and trust with families, providers, local and state agencies, and advocates assuring those individuals with developmental disabilities and their families have access to the resources necessary to foster growth, including those available to the general public. Because of our inherent belief in the rights and dignity of the individual, we are committed to:

- The empowerment of all individuals with developmental disabilities and their families to choose the services and supports that meet their needs.
- The integration of individuals with developmental disabilities into community life to foster participation.
- The provision of quality supports, based on consumer satisfaction, which maximizes individual growth and development.
- The establishment of a fiscally responsible, flexible service system that makes the best use of the resources that the citizens of Maryland have allocated for serving individuals with developmental disabilities.

2.1.3 PROJECT BACKGROUND

DHMH/DDA has not implemented its disaster recovery plan and an alternate site does not exist. This project will allow for the implementation of a Disaster Recovery Hot Site for the PCIS2 application and related database that DHMH/DDA has deemed critical. The Hot site will become a mirrored site for the application and database which reside in our data center. The PCIS2 application and database reside on servers at DDA Headquarters at 201 W. Preston Street, Baltimore, MD 21201. Users located at DDA Headquarters connect to the system through the existing wide area network (WAN). Remote users access the system through the Internet.

The Provider Consumer Information System (PCIS2) provides the DDA with a tool to manage, track, and deliver improved business and service processes. It is an Internet enabled, database application, which is accessed by its providers; regional offices, headquarters staff, and other authorized users. The system tracks licensed statewide information on the following areas: Provider Demographics, Consumer Demographics, Rates, Contracts, Payments, Community Services Budget, and Amount Spent on Individual consumers, Waiting List, Federal Fund Participation

The design and information security of PCIS2 ensures that only authorized users can have access to it. PCIS2 uses industry standards for information assurance. To maintain data security and integrity, the system uses user authentication, data encryption, and secure Internet site.

User authentication involves checking to make sure that when users log into PCIS2, they are using valid login information. Each user's name and password are compared against an authorized list, and if the system detects a match, access is granted to the system, its functions, and information that the user is allowed to access.

In addition to employing user authentication, data encryption, and a secure Internet site, all of the procedures that DHMH/DDA currently uses to protect privacy and confidentiality are in effect with PCIS2. This includes the policy provisions based on the Health Insurance Portability and Accountability Act (HIPAA)

2.2 TECHNICAL REQUIREMENTS

The DHMH/DDA requires a TO Contractor to assist in implementing a hot backup site for DDA's applications. The TO Contractor shall combine software, hardware and networking technologies to offer service-based applications to handle Maryland State specific requests as required. The TO Contractor shall have the ability to work with software integrators, if necessary, for application customization. The TO Contractor shall attend and support a Kick-Off Meeting within 10 days of contract award with the DHMH team to understand and communicate timeline(s) and known requirements.

2.2.1 Hardware/Software Requirements for the hosted site

- a) The TO Contractor shall be configure the site to DHMH/DDA PCIS2 software and Applications, Oracle 9i/10g, Oracle Application server 10g, Verisign and Backup Exec 11d for Windows.
- b) The TO Contractor shall provide, diagnostic and trouble-shooting tools, and support for the hardware environment, at no expense to DHMH.
- c) The TO Contractor's data center power supply shall be backed up through multiple UPS systems. In the technical proposal, the TO Contractor shall provide UPS configuration information, such as, the maximum of number of devices connected to a single UPS.
- d) The TO Contractor shall setup a PowerEdge 2950 Server for PCIS2 database, a PowerEdge 1950 for PCIS2 Application, and a PowerVault TL2000 Tape drive for backup and recovery at the

hosted environment for archival purposes. (The 2 servers and Tape drive will be provided by DHMH/DDA)

- e) TO Contractor shall provide, at a minimum, a hosted environment sufficient to support the current and future requirements needed to run DHMH/DDA PCIS2 Applications.
- f) The TO Contractor shall provide an up-gradable site, adjusting to hardware and software upgrade in the future.
- g) The TO Contractor shall provide ability to maintain data integrity in instances of hardware/software failure.
- h) The TO Contractor shall provide ability to back-up and/or mirror application(s) and data.
- i) The TO Contractor shall provide 24 hours-by-7 days application availability.

2.2.2 Connectivity

- a) The TO Contractor shall provide an end-to-end hosting environment and entire infrastructure, utilizing state of the art network facilities and maximizing end user performance. Bandwidth is required without restrictions on the total data moved per month.
- b) The TO Contractor shall make available, without additional charge, a two-level token authentication system for remote access, via VPN by DHMH technical personnel. The TO Contractor, without charge, shall provide DHMH 2 tokens. The TO Contractor shall actively manage tokens and request return of tokens not used for a given period of time. The TO Contractor shall identify and detail its VPN solution in the technical proposal.
- c) The TO Contractor shall provide adequate bandwidth to support peak threshold load levels to external Internet users and shall be able to scale to higher bandwidth as determined by DHMH.

2.2.3 Maintenance of a Hot Backup Facility

The TO Contractor shall provide a fully functioning Hot Backup facility within 45 business days of Kick-off meeting.

- a) The TO Contractor shall establish and maintain a hot backup facility to provide an alternative operational system in the event of the unavailability of the PCIS2 system at 201 West Preston Street, Baltimore, MD. The hot backup facility shall be prepared to assume full operational status with a copy of the most recent PCIS2 data (no more than 24 hours old).
- b) The backup facility shall support a T1 connection directly to the State office for the redirection of State network traffic; must accommodate State telecommunications equipment; and must provide T1 internet access for field users. The facility must meet standard computer room requirements including appropriate power supply and UPS; automatic backup power supplies and a generator; air conditioning; all in a secure location with restricted access to authorized personnel only. The facility must also have the ability to provide a connection to network Maryland.
- c) DHMH will allow the TO Contractor the use of the telecommunications equipment for the T1 connection with the State office Data Center and the PCIS2 equipment. The TO Contractor can propose additional equipment in support of the Hot Backup requirement, subject to DHMH approval.

- d) The hot backup facility shall provide normal operations to the field within four (4) hours of request by the State. The TO Contractor shall demonstrate the successful operation of the hot backup capability within 45 business days of Kick-off Meeting. The TO Contractor shall also test and verify the continued operational ability of the Backup solution.

2.2.4 Availability of Hosting Services

- a) At a minimum, the TO Contractor shall ensure the availability of the service for at least 99.5% of total hours per calendar month.
- b) The scheduled maintenance activities shall be approved, in advance, by DHMH/DDA Project Manager. Also, the TO Contractor shall notify DHMH Project Manager five (5) business days in advance of scheduled maintenance activities that might impact Internet and/or Web Hosting service. TO Contractor shall provide, in advance, a six (6) month schedule of routine maintenance activities, in addition, to the stated maintenance notification requirement.

The notice shall, include at a minimum, the reasons for the planned service outages, the scope of the outage and its planned duration. Maintenance shall be scheduled during the period from 8:00 p.m. until 6:00 a.m. Eastern Time (Baltimore, Maryland).

- c) The TO Contractor shall provide DHMH with online remote access to a variety of relevant statistics and other information to measure the current web site activity. Furthermore, a minimum of six (6) months of historical web site activity shall be online and accessible to DHMH/DDA staff. The following Web Site activity information, at a minimum, shall be available online to be viewed by DHMH/DDA staff:
 - i) Network Statistics - View shall include the Bandwidth Utilization (percentage over time and in/out), Errors in/out, and Bytes in/out.
 - ii) Utilization Trends – View traffic reports and web site availability of service (SLA).
 - iii) Network Configuration – View Displays customer’s current IP address, DNS.
 - iv) Web Site Equipment – View current status of functionality.
 - v) CPU Usage - View current status and historical trends of CPU utilization.
 - vi) File Capacity/Utilization – View status and trends, including, unused capacity.

2.2.5 Additional Services

- a) The TO Contractor shall provide a Network Operations Center (NOC) to monitor the network and DHMH Applications, 24 X 7 X 365 (24 hours a day, 7 days a week, 365 days a year), ISO 9001 certified client services, including, Help Desk Technical Support services.
- b) Customer support shall be available 24 hours a day, 7 days per week.(excluding pre-scheduled maintenance) The Help Desk shall respond to a contact from DHMH requesting service with-in fifteen (15) minutes, during business days from 6:00 a.m. to 6:00 p.m., and at all other times within one (1) hour from contact by DHMH.
- c) The TO Contractor shall provide a dedicated full time Project Manager available by phone, fax and e-mail. The Project Manager shall have a detailed knowledge of the managed application(s), handle the service request flow and escalation, and provide a clear handoff to other support personnel when not available. Include Project Manager Resume with the technical proposal.

- d) The Network Engineering provided by the TO Contractor shall include network trouble-shooting and support to the hosted environment and State Center's Data Center links.
- e) The DHMH Project Manager shall be notified within one (1) hour, for either service non-availability or service restoration. This service restoration requirement applies to all services. If the problem cannot be resolved within the first hour, an hourly status report shall be given to DHMH/DDA by phone.
- f) The Master Contractor shall submit with its technical proposal a written procedure for reporting problem(s) or suspected problem(s) for the installed Web Hosting services. The TO Contractor shall submit written procedure updates to the DHMH/DDA Project Manager for review and approval when procedures change.
- g) The TO Contractor shall provide a password protected issue-tracking system accessible via the Internet that authorized State personnel may access via Secure Socket Layer (SSL) to open trouble tickets 24 x 7 x 365 and use this tracking system in order to document the progress of the ticket status, escalations and resolution.

This tracking system shall be in a format acceptable to DHMH and contain, at a minimum, the following information:

- i) Contact Name
 - ii) Date/Time
 - iii) Opened Duration
 - iv) Ticket Number
 - v) Date/Time Resolved
 - vi) Issue Type
 - vii) Customer ID
 - viii) Location
 - ix) Issue Summary
- h) In the course of providing services, if the State's equipment is determined by the TO Contractor to be at fault for a service outage, the TO Contractor shall notify the DHMH TO Project Manager within twenty-four (24) hours. The TO Contractor shall provide written evidence that the loss of service is related to DHMH owned equipment.

2.2.6 Transition/Setup

- a) The TO Contractor shall provide a draft Project Management Plan (PMP) at the Kick-Off Meeting that incorporates a Work Breakdown Structure (WBS) and addresses the Transition Period and known contractual requirements. The PMP is a living document, and the TO Contractor shall update it as necessary for the contract to remain current.

The Project Management Plan shall incorporate a Transition Plan that includes:

- i) Staffing;

- ii) Communication Plan for normal and contingency Communication between the TO Contractor and DHMH Project Manager;
 - iii) Security and system accesses establishment;
 - iv) Any Hardware/software and telecommunications requirements;
 - v) Orientation of TO Contractor's staff on State applications;
 - vi) Knowledge transfer for current environments and platforms;
 - vii) Develop a checklist to document TO Contractor's team readiness;
 - viii) Demonstrate and document team readiness, allowing them to move into maintenance and support phase;
 - ix) Status reporting and meetings;
 - x) Timing of transition;
 - xi) Other matters deemed important for the transition phase.
- b) In addition to the Transition Plan, the TO Contractor shall also include as part of the Project Management Plan: A WBS demonstrating Project Plan & Methodology that includes: Milestones, Deliverables, and individual project tasks, Gantt Chart, Staffing Plan, Communication Plan, and Risk Management. The Project Management Plan shall also include specifics for:
- i) Final Transition and Setup Plan;
 - ii) Complete H/W, S/W, and any Telecommunication Setup;
 - iii) Walk-through for DHMH/DDA of the PCIS2 Hosted Solution at the TO Contractor's facility;
 - iv) Security Plan, including, Facility/Physical Security, a draft Security Policy, including Database Security, and System Security (for the TO Contractor's facility)
- c) The TO Contractor shall provide a finalized Project Management Plan within fifteen (15) business days after the Kick-Off Meeting to DHMH Project Manager.
- d) The TO Contractor shall provide Design Review Document within 25 business days of the kick off meeting to DHMH/DDA Project Manager. The Design Review Document will contain specific hardware configurations of the servers, routers, switches, firewalls and load balancers, as well as configuration of the connectivity and software versions required.
- e) The TO Contractor shall provide a Communication Plan, which includes information for the normal day-to-day contact and response information, as well as, a Contingency Communication Plan in case of system non-availability. The plan is due within twenty (20) business days of the Kick-Off Meeting.
- f) The TO Contractor shall have one designated point-of-contact for contractual issues, concerns, and general information, and the Communication Plan will identify that contact. The designated point-of-contact will have the official company status and experience to communicate and make decisions for the TO Contractor:

- i) The Communication Plan is a living document and shall be updated as necessary by the TO Contractor for the information to remain current. So that the Communication Plan will be an effective tool, it shall include, at a minimum: Name, Title, Responsibility Area, Telephone Number, Pager Number, and Email Address for the following:
 - (1) The TO Contractor's Contract Administrator/Project Manager as the single point of contact for contractual issues and questions;
 - (2) All staff assigned to this contract;
 - (3) Corporate contact information;
 - (4) Key State staff contact information.
- ii) Contingency Communication Plan shall include information for assigned staff and also contact to the TO Contractor's corporate management on an escalated scale. For each 20 minutes that a corporate contact person cannot be reached, the next person higher in the TO Contractor's corporate organization shall be contacted. Due to the nature of contingency communication, the TO Contractor shall maintain this information current at all times during the contract.

2.2.7 Training Requirements

- a) The TO Contractor shall provide training for up to three technical State staff of the system annually. This training will include: an overview of the system, its procedures, operations, and maintenance.
- b) The DHMH/DDA Project Manager will schedule all training sessions with the TO Contractor, who shall provide the copies of all training materials and audio-visual aids for DHMH use in future training programs. DHMH shall not be limited in its ability to copy such training materials.

2.2.8 Progress Reporting and Meeting

- a) The TO Contractor shall submit a Monthly Progress Report formatted, at a minimum, in Word and/or Excel software (MS 2003 compatible versions) to the DHMH Project Manager and an electronic copy to the DHMH/DDA Contract Manager. Therefore, no hardcopies will be required. The progress report and copy shall be submitted on or before the fifteenth day of the month following the reporting period and shall contain, as a minimum, the following information:
 - i) Work accomplished during the reporting period.
 - ii) Deliverable progress, as a percentage of completion.
 - iii) Problem areas.
 - iv) Planned activities for the next reporting period.
- b) A meeting with the DHMH Contract Manager, DHMH Project Manager and the TO Contractor Project Manager will be held each month to discuss the report and other necessary issues. The meetings will be held weekly if the State Project Manager decides it is necessary.
- c) Additional meetings will be held as often as necessary to ensure smooth project implementation and management as requested by the State Project Manager. All travel and related expenses (inclusive of any parking expenses) entailed in participation in these meetings shall be TO

Contractor expenses included in the fixed-price of this contract, and shall not be a basis for any additional expense claim to this contract.

2.2.9 Acceptance Testing Period

The purpose of the Acceptance Testing Period is to validate the system setup for meeting the requirements of this TORFP and to mitigate performance bottlenecks when the hot backup site goes live. The final acceptance test will consist of a performance test. An end-to-end Performance Readiness Test is required. Performance test results shall be forwarded to the DHMH Project Manager within five (5) business days of the test. Obtaining satisfactory results from this test will be a necessary condition to the acceptance of the hosted site.

The Acceptance Testing Period will begin after all the deliverable products and services comprising the entire business process have been installed and accepted (preliminarily) by DHMH. The performance period will be for a period of thirty (30) days, unless otherwise stated to allow for adequate testing of all functionality, including any and all processes and interfaces.

- a) The purpose of a Acceptance Testing Period is to meet the following objectives:
 - i) Testing with existing system applications and services, as appropriate.
 - ii) Confirm use of system in performing business processes.
 - iii) Verify performance of business critical functions.
 - iv) Verify business processes, data, services, security, and end-products.
 - v) Verify all requirements of the TORFP have been met.
 - vi) Speed of performance.
 - vii) Rate of errors or failures.
 - viii) Subjective satisfaction of the DHMH/DDA Project Manager.
- b) During the acceptance testing period, DHMH will review and test the functionality and integration system and services to ensure that the requirements of the TORFP and any internal requirements determined during specification review have been met. During the performance period, the system and services must perform at a level consistent with the performance specifications contained in the TORFP. Any system and services must be available for unrestricted use by DHMH staff and other applicable users on an average effectiveness level of ninety-eight (98.0) percent or more for the given performance period. Availability for unrestricted use means that the system and services is accessible to users with full processing functionality.
- c) The TO Contractor shall set up load testing: to ascertain whether there are any performance issues, to validate the system is working as requested in the TORFP, and to confirm all requested business processes are working as requested.
- d) If it is determined that the scheduled acceptance testing period does not allow sufficient time for DHMH/DDA to test all business processes (i.e., inspections, audits), then the TO Contractor shall warrant the system and services for an additional period guaranteeing that the system is free from performance problems and meets all specifications in this TORFP.

Should DHMH encounter performance problems or discover specifications have not been met by either the system or services, the TO Contractor shall be responsible for rectifying the performance problem or completing the specification to DHMH/DDA satisfaction at no cost to the DHMH/DDA within 48 hours or as directed by the DHMH Project Manager.

- e) The TO Contractor shall provide final Documentation Plans of the System, five (5) business days prior to the “Go-live” date, including, but not limited to:
 - i) Documentation of technical environment
 - ii) Documentation of network/system environment & security architecture
 - iii) Disaster Recovery Plan
 - iv) Troubleshooting Guide
 - v) Training Plan

2.2.10 Acceptance Criteria

- a) To insure compliance with the requirements and specifications of this contract, the State of Maryland may perform various acceptance tests within the Acceptance Testing Period to verify the functionality of the TO Contractor’s Solutions. The State shall not accept services until the DHMH Project Manager accepts that, in fact, the TO Contractor's services are fully operational.
- b) In addition, DHMH requires that all Milestones and Deliverables conform to the following:
 - i) All milestones are met.
 - ii) All deliverables are complete and approved.
 - iii) All tests are completed successfully.

2.2.11 End of Contract Transition Period

The TO Contractor shall have an End of Contract Transition Plan. This plan shall include the transitioning of all DHMH owned equipment, data, software, service, security certificates, and maintenance activities to a new TO Contractor or back to the State. The TO Contractor shall support end of contract transition efforts with technical and project support at no additional cost to the State, if support is not provided.

- a) A Transition Plan due within thirty (30) days of being notified by the Department of a final contract end-date. The transition plan will include:
 - i) Staffing assigned to transition concerns/issues;
 - ii) Security and system accesses;
 - iii) Any Hardware/software and telecommunications requirements and setup, other general office needs;
 - iv) Any final Training/Orientation of DHMH staff or another Department staff,
 - v) Data knowledge transfer:
 - (1) Ensure there is a working knowledge of the system’s environment

- (2) Review with the Department the procedures and practices that support the business process and system;
 - vi) Completion of tasks and any unfinished work plan items;
 - vii) Document any risk factors and suggested solutions;
 - viii) Status reporting and meetings;
 - ix) Timing of transition;
 - x) Other matters deemed important for an efficient transition phase.
- b) All documentation is updated, to include, any and all modifications to the system. Documentation shall be written in plain English and be by hardcopy and at least one electronic copy on CD in MS Word format.
 - c) The TO Contractor shall, at no additional cost to the State, assist DHMH staff with any transition activities to a new TO Contractor, if or when,
 - i) A new contract is awarded and responsibility for this program and the program is transferred to a new TO Contractor or
 - ii) If DHMH assumes the duties as defined in this contract (brought in-house) or
 - iii) If DHMH terminates this contract.

2.3 DELIVERABLES

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with Microsoft Office 2003, Microsoft Project 2003 and/or Visio 2003.

Drafts of all final deliverables are required at least two weeks in advance of when all final deliverables are due. Written deliverables defined as draft documents must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but must:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) Present information that is relevant to the Section of the deliverable being discussed.
- E) Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.

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

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form. In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO

Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.5 Invoicing).

When presented for acceptance, a written deliverable defined as a final document must satisfy the scope and requirements of this TORFP for that deliverable. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and must:

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

The State required deliverables are defined below. Within each task, the TO Contractor may suggest other subtasks or deliverables to improve the quality and success of the project.

2.3.1 MILESTONES/DELIVERABLES OVERVIEW

PHASE 1 - 2.3.1.1 Milestone I – Project Initiation

- A. Kick-Off Meeting
 - 1. Initial Meeting Minutes
 - 2. Draft Project Management Plan

PHASE 2 – 2.3.1.2 Milestone II – Transition/Setup

- A. Final Project Management Plan
- B. Design Review Document
- C. Security Plan
- D. Communication Plan
- E. Transition Period Results Document

PHASE 3 – 2.3.1.3 Milestone III – Implement Disaster Recovery Systems

- A. Setup of Hot Backup site for PCIS2

PHASE 4 – 2.3.1.4 Milestone IV – Training Requirements

- A. Operations Readiness Training Schedule
- B. Training Manuals

PHASE 5 – 2.3.1.5 Milestone V – Acceptance Testing Period

- A. Performance Test Results/ System Sign off
- B. Service Level Agreement

C. Final Documentation Plans and Hosting Services Documents

PHASE 6 – 2.3.1.6 MILESTONE VI – Transition - OUT

A. End-of Contract Transition Plan

PHASE 1:

2.3.1.1 Milestone I:

A. Kick-Off Meeting within ten days of the Contract Award

- 1) Initial Meeting with DHMH Contract Manager and/or DHMH/DDA Project Manager to understand and communicate the project timeline and requirements showing planned dates for the work to be accomplished. Provide Minutes of the Meeting.
- 2) Draft Project Management Plan (PMP) shall be delivered at the Kick-Off Meeting. The WBS as part of a Project Plan and Methodology will include Milestones and Deliverables with individual important project tasks, Gantt Chart, Staffing Plan, and Risk Management.

PHASE 2:

2.3.1.2 Milestone II: Transition/Setup Plans

- A. Final Project Management Plan (PMP) - The TO Contractor shall provide the final PMP within five (5) business days of the Kick-Off Meeting.
- B. Design Review Document – The TO Contractor shall provide a Design Review Document within fifteen (15) business days of the Kick-Off Meeting.
- C. Security Plan - The TO Contractor shall provide a draft security plan, including facility/ physical security, disaster recovery, and system security within thirty (20) days of the Kick-Off meeting.
- D. Communication Plan – The TO Contractor shall provide a communication plan within twenty (10) business days of the Kick-Off Meeting. This plan shall include, at minimum, normal day-to-day contact information and responses. In addition, a Contingency Communication Plan shall be provided to DHMH, in case, of an emergency event occurring.
- E. Transition Period Results Document – The TO Contractor shall provide a Transition Period Results Document to DHMH Project Manager on a weekly basis.

PHASE 3:

2.3.1.3 Milestone III: Implement Disaster Recovery Systems

- A. Setup of Hot Backup site for PCIS2 at a hosted facility

PHASE 4:

2.3.1.4 Milestone IV: Training Requirements

- A. Operational Readiness Training - The TO Contractor will train State staff, at a minimum, of 5 days prior to system completion.

- B. Training Manuals – The TO Contractor shall provide training manuals two (2) days before the implementation.

PHASE 5:

2.3.1.5 Milestone V: Acceptance Testing Period

- A. Acceptance testing and system sign off.
- B. The TO Contractor shall present a Service Level Agreement for Signature at the time of acceptance testing period sign off.
- C. The TO Contractor shall provide Final Documentation Plans and hosting services documents as the last deliverable of this section. This plan shall including at a minimum:
 - a. System software and test files/data
 - b. Document of technical environment
 - c. Document network/system environment and security architecture

PHASE 6:

2.3.1.6 Milestone VI: End-of-Contract Transition as Initiated by State

- A. Transition Plan for Transition to State or State Agent.

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (Attachment 7). The Project Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

Upon receipt of a final deliverable, the Project Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the Project Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 8). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the Project Manager or the Project Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the Project Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.6 Invoicing).

When presented for acceptance, a written deliverable defined as a final document must satisfy the scope and requirements of this TORFP for that deliverable. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and must:

- a. Be presented in a format appropriate for the subject matter and depth of discussion.
- b. Be organized in a manner that presents a logical flow of the deliverable's content.
- c. Represent factual information reasonably expected to have been known at the time of submittal.

d. Present information that is relevant to the section of the deliverable being discussed.

The State required deliverables are defined below. Within each task, the TO Contractor may suggest other subtasks or deliverables to improve the quality and success of the project.

2.3.2 DELIVERABLE/ DELIVERY SCHEDULE

ID	Deliverables for 2.2.3	Expected Completion:
PHASE 1		
2.3.1.1 A.1)	Project Initiation – Kick-Off Meeting (KOM)	NTP* + 10 Calendar Days
2.3.1.1 A.2)	Draft Project Management Plan	NTP + 10 Calendar Days
PHASE 2		
2.3.1.2 A	Final Project Management Plan	NTP + 5 BD** + KOM
2.3.1.2 B	Design Review Document	NTP + 15 BD + KOM
2.3.1.2 C	Security Plan	NTP + 20 BD + KOM
2.3.1.2 D	Communication Plan	NTP + 10 BD + KOM
2.3.1.2 E	Transition Plan	Weekly basis during transition period
PHASE 3		
2.3.1.3 A	Setup of Hot Backup site for PCIS2 at a hosted facility	NTP + 45 BD + KOM
PHASE 4		
2.3.1.4 A	Operational Readiness Training	5 days before implementation
2.3.1.4 B	Training Manuals	2 days before implementation
PHASE 5		
2.3.1.5 A	Acceptance testing and system sign off	See 2.2.9
2.3.1.5 B	Service Level Agreement	See 2.3.1
2.3.1.5 C	Final Documentation and hosting service documents	See 2.2.9(e)
PHASE 6		
2.3.1.6 A	End of Contract Transition Plan	See 2.2.11

(*) NTP – Notice to Proceed (**) BD – Business days

2.3.3 REQUIRED PROJECT 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. These may include, but are not limited to:

- A) The State’s System Development Life Cycle (SDLC) methodology at: www.dbm.maryland.gov - keyword: SDLC.
- B) The State Information Technology Security Policy and Standards at: www.dbm.maryland.gov - keyword: Security Policy.
- C) The State Information Technology Project Oversight at: www.dbm.maryland.gov - keyword: IT Project Oversight.
- D) The State of Maryland Enterprise Architecture at www.dbm.maryland.gov - keyword: MTAF Guiding Principles.
- E) 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 subcontractors are to follow a consistent methodology for all TO activities.

2.4 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 TO 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 describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities as detailed in the work plan. 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.
- B. No substitutions of key personnel identified in the proposal will be allowable only with written approval from Project Manager.

2.5 INVOICING

Payment will only be made upon completion and acceptance of the deliverables as defined in 2.3.2.

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 8, 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.

2.5.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the DHMH/DDA 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.

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 8, for each deliverable being invoiced) submitted for payment to the DHMH/DDA contract monitor at the following address:

Justina Apaw, Contract Manager
Developmental Disabilities Administration
201 W. Preston Street, Room 420I
Baltimore, Maryland 21201
Phone: 410-767-6644

- B) 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.

2.6 REPORTING

The TO Contractor and the TO Requesting Agency shall conduct weekly progress meetings for three years. A weekly project progress report shall be submitted 2 days 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 a week 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.

2.7 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 a mutually acceptable price modification based on the TO Contractor’s proposed rates in the Master Contract and scope of the work change. No scope of work modifications shall be performed until a change order is executed by the TO Procurement Officer.

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 of two possible responses: 1) a proposal or 2) a completed Attachment 11 - Notice to Master Contractors explaining why the Master Contractor will not be submitting a proposal.

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.
 - 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) The offeror shall describe in detail how the proposed staff’s experience and qualifications relate to their specific responsibilities as detailed in the work plan. 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.
 - 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in accordance to Section 2.4.
 - 3) Complete and provide, at the interview, Attachment 4 – Labor Classification Personnel Resume Summary.
- C) Subcontractors
 - 1) Identify all proposed subcontractors and their full roles in the performance of this TORFP Scope of Work.
- D) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of 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.
- E. 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;
- C) Price for hosting services/Year.

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.

1. Judged quality of Proposed Work Plan and methodology.
2. Evaluated Qualifications of the Proposed Staff.
3. Corporate Experience.

4.3 SELECTION PROCEDURES

1. 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.
2. Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
3. The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, the committee shall recommend the Master Contractor whose overall proposal provides the most advantageous offer to the State considering price and the evaluation criteria set forth in the TORFP. In arriving at this recommendation, the technical proposal shall be afforded more weight than the financial proposal. If, however, the technical ranking is essentially equal for two or more offerors, the cost as described in the financial proposal may become the primary determinant of award.

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 6 - Notice to Proceed (sample).

ATTACHMENT 1 – PRICE PROPOSAL FORM

PRICE PROPOSAL FOR CATS TORFP # MOOP8204619

Offeror Name: _____

Phases	Timeframe	Subtotal	Total
Phase 1 1. Initial Meeting Minutes with 2. Draft Project Management Plan	1. 10 days from award 2. 10 days from award		\$ _____
Phase 2 A. Final Project Management Plan B. Design Review Document C. Security Plan D. Communication Plan E. Transition Period Results Document	A. 5 business days from kickoff B. 15 business days from kickoff C. 20 business days from kickoff D. 10 business days from kickoff E. Weekly - during Transition Period		\$ _____
Phase 3 A. Setup of Hot Backup site for PCIS2	A. 45 days from kickoff		\$ _____
Phase 4 A. Operational Readiness Training B. Training Manuals	A. 5 days before implementation B. 2 days before implementation		\$ _____
Phase 5 A. Acceptance Testing and system sign off B. Service level Agreement C. Final Documentation and hosting Services Documents	Hosting Service Periods Year 1 – 1/01/2008 – 12/31/2008 Year 2 – 1/01/2009 – 12/31/2009 Year 3 – 1/01/2010 – 12/31/2010	\$ _____ \$ _____ \$ _____	\$ _____
Phase 6 A. End of Contract Transition Plan	A. 30 days after notification by DHMH	See Note 3 below	
Total Proposed Fixed Price			

Authorized Individual Name

Company Name

Title

Company Tax ID #

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

Notes:

1. The Department intends to make a Single Award as a result of this solicitation. The Contract that results from this TORFP shall be a Firm Fixed Price as described in COMAR 21.06.03.02.
2. All Proposed prices entered above are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by this TORFP. The Proposed prices shall include, but not limited to: Labor, Profit/Overhead, General Operating and all other expenses except as expressly excluded in the TORFP specifications. No other amounts will be paid to the TO Contractor.
3. Notwithstanding any other provisions in section 2.2, the final payment will be withheld pending satisfactory completion and acceptance of transition from the contractor at the end of the contract

ATTACHMENT 2 – TASK ORDER AGREEMENT

CATS TORFP# MOOP8204619 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 3 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

Date: _____ By: _____

(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 4 – 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 – DIRECTIONS

TO THE PRE-TO PROPOSAL CONFERENCE

DIRECTIONS TO THE STATE OFFICE BUILDING COMPLEX

O'CONOR BUILDING
201 W. PRESTON STREET

From BWI

Take 195 to I-95 N, go approximately 4 miles then take the exit for I-395 (Downtown Baltimore), staying in the right lane. Continue going straight using the Martin Luther King Jr. Blvd. Off-ramp. Go approximately two miles and turn left at Eutaw Street. Make the next right onto Preston Street. About halfway down the block on the left is a visitor's parking lot and further down the street on the right is the entrance for parking within the building. The O'Conor Building is across the street from the visitor's parking lot (tan building).

From the North on I-83

Follow I-83 to the North Avenue exit. Make a left onto North Avenue. Immediately after you cross the bridge make a right onto Howard Street. Proceed on Howard Street for almost a half-mile and make a right onto Preston Street (Armory on right corner). Take the second right to the visitor's parking lot. The O'Conor Building is across the street (tan building).

From the West on I-70

Take I-70 East to I-695 South toward Glen Burnie. Follow I-695 South to I-95 North. Follow I-95 to the exit for I-395 North. Take the exit for I-395 (Downtown Baltimore), staying in the right lane. Continue going straight using Martin Luther King Jr. Blvd. Off-ramp. Go approximately two miles and turn left at Eutaw Street. Make the next right onto Preston Street. About halfway down the block on the left is a visitor's parking lot. The O'Conor Building is across the street (tan building).

From Annapolis and Vicinity on I-97

Follow I-97 North toward Baltimore. Exit at the Baltimore Beltway (I-695) West toward Towson. Continue on I-695 to I-395 North. Take the exit for I-395 (Downtown Baltimore), staying in the right lane. Continue going straight using Martin Luther King Jr. Blvd. Off-ramp. Go approximately two miles and turn left at Eutaw Street. Make the next right onto Preston Street. About halfway down the block on the left is a visitor's parking lot. The O'Conor Building is across the street (tan building).
Follow I-295 North into Baltimore. When you enter the city you will pass an Amoco station on the right. Continue approximately one quarter mile over a small bridge and take the first exit to the right, once you exit.

From the South on I-295

Remain in the left lane (Ravens stadium on right). Take Martin Luther King Jr. Blvd. Ramp. Continue going straight down Martin Luther King Jr. Blvd. Approximately two miles and turn left at Eutaw Street. Make the next right onto Preston Street. About halfway down the block on the left is a visitor's parking lot. The O'Conor Building is across the street (tan building).

From Baltimore Metro

The Baltimore Metro runs from Charles Center to Owings Mills. Get off of the subway at the State Center stop. Take the escalator to the top; the 201 Building is across the street, to your left.

Light Rail

A light rail connects Timonium, Baltimore and Glen Burnie. Get off the light rail at the Cultural Center Station. Perpendicular to the station is Preston Street, with the Armory on the right corner and the 201 Building on the left corner. Entrance to the building is in the middle of the block on Preston Street.

ATTACHMENT 6 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS Task Order Agreement # MOOP8204619

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 7 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: **Project Name for TORFP**

TO Agreement Number: # MOOP8204619

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 2.3 OF THE TORFP.

ATTACHMENT 8 – 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 # MOOP8204619, 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 2.3 OF THE TORFP.

ATTACHMENT 9 – 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 # MOOP8204619 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 1.6 OF THE TORFP

ATTACHMENT 10 – 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. MOOP8204619** 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:

DHMH/DDA:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.6 OF THE TORFP

ATTACHMENT 11 – 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 <input type="checkbox"/> No <input type="checkbox"/> (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 <input type="checkbox"/> No <input type="checkbox"/> (If no, please explain including any corrective action being taken.)
E) Does the TO Contractor anticipate any difficulty in achieving the MBE goal? Yes <input type="checkbox"/> No <input type="checkbox"/> (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 <input type="checkbox"/> No <input type="checkbox"/> (If no, skip remaining questions)
B) Does the Change Management Plan contain the following? Yes <input type="checkbox"/> No <input type="checkbox"/> A written change management procedure. Yes <input type="checkbox"/> No <input type="checkbox"/> 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 <input type="checkbox"/> No <input type="checkbox"/> 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 <input type="checkbox"/> No <input type="checkbox"/> (If Yes, please indicate the anticipated impact on time, cost and/or scope.)
D) Is the change management procedure being followed? Yes <input type="checkbox"/> No <input type="checkbox"/>

SUBMIT AS REQUIRED IN SECTION 1.8 OF THE TORFP

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
