



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

PROJECT MANAGEMENT RESOURCES

CATS TORFP PROJECT #R00P8200297

Maryland State Department of Education
Office of Information Technology

ISSUE DATE: TUESDAY, AUGUST 7, 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:	Project Management Services
Functional Area:	IT Management Consulting Services Functional Area 10
TORFP Issue Date:	Tuesday, August 7, 2007
Closing Date and Time:	Wednesday, August 29, 2007 by 2:00 PM
TORFP Issuing Agency:	Maryland State Department of Education (MSDE) Office of Information Technology
Send Questions and Proposals to:	Dorothy M. Bonner, Procurement Officer dbonner@msde.state.md.us
TO Procurement Officer:	Dorothy M. Bonner, Procurement Officer Telephone: 410-767-0628; Fax: 410-333-2017 email: dbonner@msde.state.md.us
TO Manager:	Sidney Drake, CIO, Office of Information Technology Maryland State Department of Education Telephone: (410) 767-0861 Fax: (410) 333-0257 email: sdrake@msde.state.md.us
TO Project Number:	R00P8200297
TO Type:	Time and Materials
Period of Performance:	1 year with 2 one-year renewal options (December 31, 2010)
MBE Goal:	0
Small Business Reserve (SBR)	No
Primary Place of Performance:	Maryland State Department of Education Nancy S. Grasmick State Education Building 200 West Baltimore Street Baltimore, MD 21201
State Furnished Work Site and/or Access to Equipment, Facilities or Personnel:	Workspace, telephones and workstations with Internet access will be provided for the Contractor's personnel. Hours of work are 8:30 am to 5:00 pm, local time. Occasional work outside these hours may be required.
TO Pre-Proposal Conference:	Wednesday, August 22, 2007; 10:00 AM 8th Floor, Conference Room 6

**CATS TORFP PROJECT NUMBER # R00P8200297
PROJECT MANAGEMENT RESOURCES**

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

NAME OF COMPANY:

ADDRESS OF COMPANY:

E-MAIL:

EXPECTED NUMBER OF ATTENDEES:

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

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

Maryland State Department of Education
Attention: Dorothy Bonner
200 West Baltimore Street
Baltimore, Maryland 21201

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

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

___ Too busy at this time ___ Not engaged in this type of work

___ Site location too distant ___ Project too large/small (please check one)

___ Other (Specify) _____

Signature _____ Company Name _____

Telephone No. _____ Fax No. _____

E-mail _____ Date _____

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(s) 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(s), which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal.

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by MSDE OIT's e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP # R00P8200297. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP # R00P8200297 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP # R00P8200297 Financial". The proposal documents that must be submitted with a signature, and Attachment 4 - 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 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 procurements, depending upon specific circumstances.

1.6 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at TO Requesting Agency's address. 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.

1.7 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.

1.8 PRE-PROPOSAL CONFERENCE

See Attachment 6

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE AND BACKGROUND

2.1.1 PURPOSE

The Maryland State Department of Education (MSDE) is issuing this CATS TORFP to acquire senior level project management services of a minimum of one (1) and a maximum of four (4) qualified individuals to lead a number of information systems project initiatives on a time-and-materials basis. The initial award for this TORFP is for one (1) project manager. Subsequent project managers will be initiated via the change order process in which specific project details and deliverables will be defined. This TORFP defines the project details and responsibilities for the initial project management resource.

This TORFP is meant to satisfy MSDE's foreseeable requirements for project management of various projects through 2010. It also addresses supplemental services and skills needed for providing technical consulting services for projects that are in the Operations and Maintenance (O&M) phase of the lifecycle or efforts that in the initial initiation and concept phases.

Project Management activities will include managing the approved projects defined in this document. These activities include standard project management oversight such as ensuring that all software development lifecycle (SDLC) documentation and deliverables are completed and accepted, managing risks, supporting communications, and so on. The projects defined in subsequent sections of this document are both multi-release projects in that there are multiple production implementations. Each release will complete the full SDLC project through O&M.

The technical consulting activities include assisting business units at MSDE in the formation of projects by helping to complete SDLC processes and paper work during the concept and initiation phases. Technical consulting services are also required at the completion of a project in support of ongoing O&M to aid in issue management, work categorization and prioritization, scheduling, advisory support, defining post production support policies and procedures, and other technical direction on an as needed basis.

This task order will allow MSDE to expand and reduce Project Management resources for the approved projects defined in this procurement as MSDE identifies the need. The request and approval process for these additional future resources would follow the CATS Procurement Process as identified by DBM. MSDE will notify the selected vendor when exercising the change order process as defined in section 2.8 of this TORFP to expand (or reduce) the number of full-time project managers at MSDE. The responses would be evaluated to determine which resource would provide MSDE the best value.

2.1.2 REQUESTING AGENCY BACKGROUND

The Maryland State Department of Education (MSDE) exemplifies energetic leadership and innovative products and services to improve public education, library services, and rehabilitation services.

Organizational Principles

- We provide quality products and services to all customers.
- We embrace the mission of the department as the basis for our program and professional objectives.
- We believe in our obligation to be accountable to our customers and to use public resources effectively.
- We believe people are our greatest resource and are committed to their growth and development.

We believe cultural diversity, mutual trust, respect, open communication, and celebration of achievements are essential to a productive organization.

2.1.3 PROJECT BACKGROUND

MSDE has numerous projects in various stages of the SDLC. The objective of this TORFP is to acquire the Senior Project Management individuals who will work with the projects' Business Owners and MSDE OIT at the Nancy S. Grasmick Building (200 West Baltimore St., Baltimore, MD) to perform Information Systems project management functions.

There are currently two approved projects requiring project management support at MSDE: 1) ebusiness-web GED Testing Services, and 2) Maryland Accountability and Reporting System (MARS). A third project, Educator Information System (EIS) is in Operations and Maintenance (O&M) requiring technical consulting service and support.

The eBusiness GED Testing Services and MARS projects have completed SDLC phases from Initiation through Requirements definition. The Project Management resource is required to move these two projects into the Design phase and oversee the completion of all SDLC phases through Implementation and sustaining Operations and Maintenance (O&M). Refer to Exhibits B and C for details as to the scope, magnitude, and strategy for each of these projects for which the approved Senior Project Management resource will be responsible.

In addition to specific project management activities, the selected resource(s) shall also perform Technical Consulting Services to assist MSDE branches in both bringing new information technology (IT) efforts from concept through to project approval as well as post implementation O&M activities such as building "help desk" support processes and supporting issue management. Currently the EIS project is in O&M status. See Exhibit D for details as to the O&M activities requiring Technical Consulting services.

The initial Project Management resource will spend 45% of their time supporting GED, 45% supporting MARS, and 10% support EIS. As new initiatives or the needs of MSDE evolve, additional Project Management resources may be required and/or the distribution of work and assigned projects may change.

2.2 TECHNICAL REQUIREMENTS

The selected Project Management resource(s) shall have an in depth understanding of the State's Systems Development Life Cycle Methodology (SDLC) at: www.dbm.maryland.gov – keyword: SDLC.

A strong background in working with all IT organizational entities including: systems analysis, requirements definition, software development, quality assurance, and production support is a plus.

The selected resource(s) should have strong written and verbal communication skills with experience in team-building and meeting management/facilitation. The resource shall effectively communicate in English both verbally and in writing (e.g. e-mail, meeting agendas, minutes, presentations and correspondence).

The Project Management resource(s) should have extensive experience in management of large-scale legacy system transformation projects. Experience and knowledge of best practices associated to data migrations, business process re-engineering, and post implementation O&M is required.

The Project Management resource(s) should be able to guide the non-technical staff at MSDE through the SDLC activities, set and manage expectations, and aid in prioritization of work and staff allocations.

The selected resource(s) should have knowledge of the State procurement practices and procedures to aid in

procurement activities this may occur prior/during a project. These activities include vendor selection, change management impacting project budget, and software/hardware procurements.

Technical Consulting Service activities also include assisting MSDE staff in articulating requests for new systems, defining and overseeing the support needs for post implementation project activities, and maintaining communications for all related activities and staff.

2.2.1 PROJECT APPROACH

The selected resource(s) shall manage new and existing projects currently in various phases on the SDLC ensuring that all project activities, milestones, and deliverables are completed within scope, on time and within budget. These projects focus on either enhancing existing technology to meet current business needs or migrating to new systems and architectures.

The selected resource(s) shall perform the duties described in this TORFP in conjunction with the State's SDLC, formal training, previous work experiences and oversight by MSDE's Office of Information Technology.

The selected resource(s) shall be responsible for the management and oversight of all aspects of the project and SDLC. The management, communication, escalation, and mitigation activities associated to a project and O&M shall be supported.

Should the technical environment at MSDE change such that additional Project Management resources are required, then the TO Manager shall follow the *change order process* as defined in section 2.8 of this TORFP to justify the resource need, define the scope of work, and interview potential candidates, and complete the resource selection process.

2.2.2 DELIVERABLES

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one electronic copy compatible with Microsoft Office 2000, Microsoft Project 2000 and/or Visio 2000.

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.
- F) Align with state requirements for SDLC, procurement, Information Technology Security Policy and Standards and other appropriate technical requirements.

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 8). 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 (Attachment 9). 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 2.6 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.

The Project Manage resource(s) shall be responsible for overseeing the completion of SDLC and supporting documentation associated to projects and technical consulting activities. The resource shall ensure that all project and associated documentation are kept up to date on an on-going basis as the environment (business and technical) evolves over time. The required deliverables can be categorized as: recurring and project based.

Recurring deliverables are the following:

- 2.2.2.1 Weekly Status Reports
- 2.2.2.2 Weekly Meeting Agendas/Minutes

Project based deliverables include the following and are delivered at agreed upon timeframes based on direction and consensus of the project team. All "project based" deliverables must be approved/accepted by the project team approvers (typically the Business and OIT Executive Stakeholders). These deliverables include the following:

- 2.2.2.3 Communication plan (contact list, escalation/support model)
- 2.2.2.4 Issue Management plan (issues, prioritizations, status, tracking)
- 2.2.2.5 Risk Management plan (risks, mitigation strategies, contingency plans)
- 2.2.2.6 Project Plan
- 2.2.2.7 Project initiation materials (concept, system boundary document, project schedule, ... as defined in the State SDLC materials)

2.2.2.8 Approvals for all contractual deliverables from external vendors involved in the software development and O&M activities (requirements specification, design specification, test plan, architecture, and other documentation as deemed necessary).

2.2.3 DELIVERABLE/ DELIVERY SCHEDULE

Based on the recurring and project deliverables listed above, the selected resource will need to complete the following deliverables based on the schedule below for each project. The Project Management resource shall continue to keep non-recurring deliverables current based on the changes that occur within the project timeframe. Based on any subsequent project development contract award, the PM will manage the review and approval of all deliverables associated with the related project.

ID	Deliverables for 2.2.3	Expected Completion:
2.2.2.1	Status Report	NTP + 7 Calendar Days (recurring weekly)
2.2.2.2	Meeting Agendas and Meeting Minutes	NTP + 7 Calendar Days (recurring weekly) – per project
2.2.2.3	Communication plan (contact list, escalation/support model)	NTP + 14 Calendar Days
2.2.2.4	Issue Management plan (issues, prioritizations, status, tracking)	NTP + 14 Calendar Days
2.2.2.5	Risk Management plan (risks, mitigation strategies, contingency plans)	NTP + 14 Calendar Days
2.2.2.6	Project Plan	NTP + 14 Calendar Days
2.2.2.7	Project initiation materials (concept, system boundary document, project schedule, ... as defined in the State SDLC materials)	Currently completed. Must be maintained. Must be created for new projects.
2.2.2.8	Approvals for all contractual deliverables from external vendors involved in the software development and O&M activities (requirements specification, design specification, test plan, architecture, ...)	On-going based on the Project Plan and team consensus.

2.2.4 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.

2.3 CONTRACTOR EXPERTISE REQUIRED

Individuals proposed for this Task Order must possess current certification as Project Managers – Project Management Institute (PMI) certified Project Management Professional (PMP®) or Industry equivalent. Or, the individuals are currently working toward Project Management certification and possess the required and desired experiences detailed below.

Individuals proposed for this TORFP must possess a Bachelor’s degree from an accredited college or university in Engineering, Computer Science, Information Systems, or other related disciplines. (An additional four years of documented experience as defined below and in the contractor qualifications in Section 2.4 may be substituted for a college degree.) The following work experience and skills are required:

1. Effective verbal and written communication skills are required. This includes standard Project Management communications of work tasks, status, issues and risks.
2. The ability to build effective teams between all project participants and organizations.
3. Assisting team members in current RFP completion, UAT case scenarios, and other activities as needed by the specific projects.
4. Proven experience in other Information Technology aspects including development support, production support and quality assurance,
5. Proven ability to work with all levels of management, staff, and customers
6. Experienced at making decisions
7. Manage on-going maintenance and enhancement efforts for existing applications
8. At least seven years project management experience in the design, development, testing and implementation of multi-million dollar technology projects

2.4 CONTRACTOR QUALIFICATIONS

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:

Desired Experience

- Previous experience managing projects in a State agency
- Experience with the State Procurement processes and procedures
- Experience using project management tools.
- Demonstrated experience in a leadership role in at least three successful projects that were developed on time and on budget.
- Demonstrated experience with the Maryland SDLC requirements
- Knowledge and experience managing web based projects in an education environment
- Proven ability to manage multiple large projects concurrently is required

2.5 RETAINAGE

None

2.6 INVOICING

Payment will only be made upon completion and acceptance of the deliverables as defined in Section 2.2.3.

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.

2.6.1 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 MSDE at the following address:

Mr. Sidney Drake, Chief Information Officer
Maryland State Department of Education
200 West Baltimore Street
Baltimore, MD 21201
- 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.

2.7 REPORTING

A weekly status and shall contain, at a minimum, the following information:

1. 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.
2. Work accomplished during the weekly period.
3. Deliverable progress, as a percentage of completion.
4. Problem areas, including scope creep or deviation from the work plan.
5. Planned activities for the next reporting period.
6. Gantt chart updated from the original to show actual progress; as applicable, explanations for variances and plan for completion on schedule.
7. 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.

2.8 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.

This task order will allow MSDE to expand and reduce Project Management resources as MSDE identifies the need through the Change Order process. The request and approval process for these additional future resources would follow the CATS Procurement Process as identified by DBM. MSDE will notify the selected vendor thirty (30) days in advance when exercising the option to expand (or reduce) the number of full-time project managers at MSDE. We would solicit responses to our request from any prime vendor(s) receiving a part of the task order award. The responses would be evaluated to determine which resource would provide MSDE the best value.

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 12 - 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) 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).

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) Subcontractors

- 1) Identify all proposed subcontractors, including MBEs, 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.
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
- A) The State contracting entity,
 - B) A brief description of the services/goods provided,
 - C) The dollar value of the contract,
 - D) The term of the contract,
 - E) Whether the contract was terminated prior to the specified original contract termination date,
 - F) Whether any available renewal option was not exercised,
 - G) The State employee contact person (name, title, telephone number and e-mail address.

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

- E) Proposed Facility
 - 1) Identify Master Contractor's facilities, including address, from which any work will be performed.
- F) State Assistance
 - 1) Provide an estimate of expectation concerning participation by State personnel.
- G) Confidentiality
 - 1) A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

3.2.2 THE PRICE PROPOSAL OF THE TO PROPOSAL SHALL INCLUDE

- A) A description of any assumptions on which the Master Contractor's Price Proposal is based;
- B) Attachment 1 - Completed Price 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 based on the criteria previously defined in this TORFP:

- The experience and credentials required for proposed personnel.
- The Master Contractor's understanding of the work to be accomplished.
- Experience performing the duties and responsibilities specified, experience, certifications or credentials, and education as described herein, of the Master Contractor's proposed personnel.
- Experience of the Master's Contractor's proposed personnel performing the duties and responsibilities required.
- Three references providing supervisor's name, telephone number and email address for projects of similar magnitude.

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.
- c. The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, the technical proposal will have greater merit than the financial proposal.

4.4 SUBSTITUTION OF PERSONNEL

All personnel described in the TO Contractor's proposal shall perform continuously for the duration of the task order, and for so long as performance is satisfactory to the Agency's TO Manager. The Agency TO Manager shall give written notice of performance issues to the TO Contractor, clearly describing the problem and delineating remediation requirement(s). The TO Contractor shall respond with a written remediation plan within three (3) business days and implement immediately upon written acceptance of the Agency's To Manager. Should performance issues persist, the Agency TO Manager may give written notice or request the immediate removal of person(s) whose performance is at issue and determine whether a substitution is required.

The TO Contractor may not substitute personnel, other than by reason of an individual's death, sudden illness or termination of employment, without the prior written approval of the Agency TO Manager.

To replace any personnel specified in the task order proposal, the TO Contractor shall submit the resumes of the proposed substitute personnel to the Agency Contract Manager/Administrator for approval, with a copy to the TO Manager, at least two weeks prior to the effective date of substitution. All proposed substitute personnel shall have qualifications at least equal to those of the replaced personnel, and must be approved by the Agency To Manager upon recommendation of the Agency Contract Manager/Administrator that the proposed substitutes meet the minimum qualifications specified in the Master Contract.

4.5 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.

ATTACHMENT 1 - PRICE PROPOSAL

(TIME AND MATERIALS)

CATS TORFP # R00P8200297

LABOR CATEGORIES

All Project Management Resources supplied will follow the rate structure below			
Labor Categories for each proposed resource	A	B	C
	Hourly Labor Rate	Total Class Hours	Total Proposed TORFP Price
BASE YEAR	\$	2080	\$
Option Year 1	\$	2080	\$
Option Year 2	\$	2080	
Total Evaluated Price			\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower.

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

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ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS TORFP# R00P8200297 OF MASTER CONTRACT #050R5800338

This Task Order Agreement (“TO Agreement”) is made this **day** of **Month**, 2007 by and between **Task Order Contractor (TO Contractor)** and the Maryland State Department of Education.

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means the TO Requesting Agency, as identified in the CATS TORFP # R00P8200297.
 - b. “CATS TORFP” means the Task Order Request for Proposals # R00P8200297, 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 Albert Annan. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. “TO Agreement” means this signed TO Agreement between Maryland State Department of Education 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 supercede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS 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 1 year with 2 one year renewal option, 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: _____

MARYLAND STATE DEPARTMENT OF EDUCATION

By: 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 AT THE TIME OF THE INTERVIEW

ATTACHMENT 6 – DIRECTIONS

DIRECTIONS TO THE NANCY S. GRASMICK STATE EDUCATION BUILDING 200 WEST BALTIMORE STREET, BALTIMORE, MD 21201 (410) 767-0100

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).

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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 2.2.2 OF THE TORFP.

ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the “Agreement”) is made this ___ day of _____ 2007, 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 2 OF THE TORFP

ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ____ day of _____, 2007, 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 2 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

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

EXHIBIT B

GED Services Information Technology Project Request

Project Description: To replace the legacy data processing system (20 year old database application being sunset) in support of GED processing at MSDE. This request is to purchase contractual services to provide an application to support all essential operations for statewide GED Testing services and the only state records for over 300,000 GED graduates and 10,000 candidates each year. The new application will ensure continuity of operation and improve services by delivering GED information, registration, scheduling, scoring, status, results, and transcript and diploma verification requests over the Internet for Maryland residents, employers, workforce organizations, and teachers 24x7x365.

Project Status: As part of a previous project initiative, JAD sessions were held to identify potential project requirements. This was followed by a requirements analysis phase to determine and document the TORFP requirements for the new application and associated contractual services. The TORFP is ready for review with DBM to begin the procurement cycle for selecting the development vendor.

Technology:

The system will use MS Windows applications servers, Web server and Database server. The agency already has the hardware. The present system will be sunset. There are no other agencies with the required business function. The software will be developed. The software is specialized for the business function of Maryland State Department of Education's Adult Education & Literacy Services (AELS) Branch

Program Strategic Goals: By June 30, 2008, increase the percent of out-of-school youths and adults achieving the targeted annual federal Performance Measures, established by the *Workforce Investment Act*, for literacy level advancement and earning a Maryland High School Diploma.

Critical Success Factors (CSF):

Availability & Customer Service:

The 100% internet-based system

Self-Help via data/information accessibility for both internal (MSDE) and external (Marylanders, other) users (call reduction)

Automate, track, review, streamline all stages of GED processes

Automation/integration with external interfaces (test centers, scoring services, ...)

Reduce data entry, duplicate data entry, manual processing

Ability to download/upload/scan/generate forms

Reduce scheduling activities, durations, mailings

Reduce time spent handling fee collections (online payments)

Reduce the quantity of paper applications and staff review/processing time

Track & Forecasting

Tracking/forecasting shall include Examiners, Examiner Salaries, Expenses, Number of Test Center Seats, Tests, Testing materials, and Contract Management

Connect three internal databases to eliminate duplication of data entry and processing

Provide automated reporting for federal performance requirements

Major Stakeholders: 50 Community Adult Literacy Programs, 14 state correctional institutions and 4 Juvenile facilities and 67 local GED Testing Centers, MSDE GED Office, MSDE Accounting Office, State of Maryland, United State Department of Education (USDE), Department of Labor Licensing and Registration (DLLR)

Major Customers: Maryland's 600,000 residents without a high school diploma, 24 Local School Systems (LSS), 300,000 graduates with records in the system, 10,000 applicants annually, Maryland's Institutions of Higher Education, Maryland and regional Business Community, Graduates applying to higher education and accessing employment.

Business Need/Justification:

The current 20 year old database has exceeded its end of life, putting at risk the only state records for over 300,000 GED candidates and graduates associated to the entire state GED operations. The hardware hosting the current technology has exceeded the manufacturer's end of life. There is a need to move services to a paperless, internet based environment to ensure continuity of services, increase customer access, reduce processing time, and increase efficiency.

The new system for the GED team should be designed to minimize processing time by using strategies such as: task automation, simplifying processes, eliminating redundancy, removing tasks without outputs, reducing transfer time between tasks, and increasing the number of tasks that can be accomplished in parallel.

The new system shall reduce the significant amount of manual processing associated to GED operations thereby allowing the AELS staff to focus on customer service, strategic analysis, forecasting, and planning activities. The new system will provide enhanced analytical and financial data analysis capabilities to identify trends. The new system will enable AELS staff to integrate and analyze data to measure improvements and efficiencies and gain understanding of operational performance and capability of Section.

EXHIBIT C

MARS Information Technology Project Request

Project Description: Replacement of legacy data processing system (technology sunset) and the associated interfaces which support the School and Community Nutrition Programs Branch (SCNPB) administration of approximately \$170 million in federal funds. SCNPB processing includes program administration, claims processing, financial management (AR/AP), training, program compliance, Outreach, and food distribution. The recipients of the SCNPB processing include Local School Systems (LSS), Child\Adult Care Food Program Institutions, Nonprofit Private Schools, Residential Child Care Institutions, Charitable Institutions, Special Milk Programs, Summer Food Service Agencies, and United States Dept. of Agriculture (USDA).

The overall goal of the project is to enable optimal efficiency and integrity in the management of federal and State nutrition programs for the State of Maryland. The technology to be sunset consists of custom developed client server software. This technology will be retired with the final production release of the new technology or sooner if possible.

Project Status: The Requirements definition phase of this project was completed on April 15, 2007. The Task Order Request For Proposal (TORFP) in support of the Development vendor selection is targeted for submission to the Department of Budget Management (DBM) in first quarter of FY08.

Technology:

The system will use MS Windows applications servers, Web server and Database server. The agency already has the hardware. The present system will be sunset. There are no other agencies with the required business function. The software will be developed. The software is specialized for the business function of Maryland State Department of Education's School & Community Nutrition Programs Branch.

Critical Success Factors (CSF):

Availability & Customer Service:

- The 100% internet-based system
- Self-Help via data/information accessibility for both internal (MSDE) and external (Sponsors, other) Automate, track, review, streamline all stages of SCNPB processes
- Automation/integration with external interfaces
- Reduce data entry, duplicate data entry, manual processing
- Ability to download/upload/scan/generate forms
- Reduce scheduling activities, durations, mailings
- Reduce time spent performing financial processing
- Reduce the quantity of paper applications and staff review/processing time Track & Forecasting
- Tracking/forecasting
- Provide automated reporting for federal performance requirements

Major Stakeholders:

MSDE, USDA, MD State Treasurer's office, MSDE Accounting Office.

Major Customers:

**Local Educational Agencies (LEAs),
Child and Adult Care Food Program Institutions,
Summer Food Service Program Agencies,
Warehouses,
Food Distribution Agencies,
Food Processors.**

External Dependencies

**Division of Early Childhood Development's Child Care Automated Tracking System (CCATS),
Financial Management Information System (FMIS),
USDA's Food Programs Reporting System (FPRS),
USDA Electronic Commodity Ordering System (ECOS),
DOD Produce Program (TAP-IT).**

Acquisition Strategy:

The project will be divided into three Releases. Each Release will be a stand-alone sub-project under the overall Procurement umbrella. Funding for each Release must be available prior to starting the development phase associated to the Release.

Business Need/Justification:

Out-of-date software applications-The system does not incorporate the current customer-oriented interactive technologies. Work-arounds include small database systems containing data redundancy with main systems data for reports and queries. A new system will accommodate evolving business requirements (i.e. connecting the SCNPB system to other MSDE and External systems allowing these systems to share information).

Minimize processing time-The new system should reduce the overall number of data processing errors and improve the reliability and integrity of the SCNPB data by using strategies such as: task automation, simplification, eliminating redundancy, removing tasks without outputs, reducing transfer time between tasks, and increasing the number of tasks that can be accomplished in parallel.

Efficiency-we need to reduce the amount of day to day administrative processing to allow staff to focus on strategic analysis, forecasting, and planning activities. A new system will provide enhanced analytical and financial data analysis capabilities to identify interrelationships and trends and enable staff to integrate and analyze data to measure Program improvements and efficiencies and gain understanding of operational performance and capability of Section.

Customer service-current internet technology will be able to offer a superior level of service directly to customers by decreasing bottlenecks and identifying problems for continual customer improvement.

EXHIBIT D

EIS O&M FACT SHEET

ABOUT THE EDUCATOR INFORMATION SYSTEM (EIS)

- EIS is a multi-year project that has re-engineered educator certification processed for Maryland, improving services to all 24 local school systems and to over 215,000 active and prospective certificated teaching professionals.
- EIS is reducing processing times for certification requests; prior to the initiation of this project, requests took from 9 to 12 months to process. Current processing time is under 5 months, and – with the completion of the project this month, further reductions to less than on month are anticipated.
- EIS has greatly reduced reliance on paper documentation, shifting to the use of digital document storage and retrieval. The new system includes interfaces for electronic receipt of test scores and transcripts.
- EIS provides for enhanced data analysis and reporting to facilitate thorough and timely response to public inquiries.
- With the launch of the EIS web portal today, educators have the ability to check their certification status, update information, and request renewals via the internet. With the completion of the project in June, individuals will be able to complete their certification applications online, receive individual status notifications by email, and pay their \$10.00 fee with electronic banking services.
- EIS provides an electronic option for educators to alert local school systems of their interest in employment at the same time they are applying for Maryland certification.

WHY POST-IMPLEMENTATION SUPPORT IS NECESSARY

- EIS is built on Microsoft Customer Relationship Management (CRM) software, and technical upgrades to the latest version (3.0) are required. The current release is built on version 2.3, which was current when the project began.
- This support will include technical changes to the EIS system in conjunction with Maryland State Department of Education Office of Information Technology technical infrastructure changes.
- With project completion, logical next steps include sustainment changes to capitalize on the processing power and business intelligence provided by the EIS system.
- Moving to full production requires systemic maintenance to resolve unidentified issues that arise due to expanding processing activities and user community feedback.
- Post-implementation needs include advanced data mining support to access EIS data and provide reports for the Office of the Governor, legislators, etc.
- There is an additional need for support to develop modifications associated with legislative changes that have arisen from No Child Left Behind.