



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

**UNIQUE STUDENT AND TEACHER
IDENTIFIER SYSTEM**

CATS TORFP PROJECT R00P7200625

MARYLAND STATE DEPARTMENT OF EDUCATION

ISSUE DATE: AUGUST 11, 2006

CONTENTS

NOTICE TO MASTER CONTRACTORS	4
SECTION 1- ADMINISTRATIVE INFORMATION.....	6
1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT	6
1.2 TO AGREEMENT	6
1.3 TO PROPOSAL SUBMISSIONS	6
1.4 MINORITY BUSINESS ENTERPRISE (MBE)	6
1.5 EMARYLANDMARKETPLACE FEE	6
1.6 CONFLICT OF INTEREST	7
1.7 NON-DISCLOSURE AGREEMENT.....	7
SECTION 2 - SCOPE OF WORK	8
2.1 PURPOSE AND BACKGROUND.....	8
2.2 TECHNICAL REQUIREMENTS	9
2.4 CONTRACTOR EXPERTISE REQUIRED.....	20
2.5 CONTRACTOR MINIMUM QUALIFICATIONS.....	20
2.6 RETAINAGE.....	20
2.7 INVOICING	21
2.8 REPORTING	21
2.9 CHANGE ORDERS	22
SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS ...	23
3.1 REQUIRED RESPONSE.....	23
3.2 FORMAT	23
SECTION 4 - PROCEDURE FOR AWARDING A TASK ORDER AGREEMENT	26
4.1 EVALUATION CRITERIA	26
4.2 TECHNICAL CRITERIA.....	26
4.3 SELECTION PROCEDURES	26
4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT.....	27
ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS	30
ATTACHMENT 3 – TASK ORDER AGREEMENT	40
ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE	43
ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY	45
ATTACHMENT 6 – DIRECTIONS	47
ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM.....	49
ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM.....	50
ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)	51
ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)	52
ATTACHMENT 12 – NOTICE TO MASTER CONTRACTORS.....	54

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. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. 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:	Unique Student and Teacher Identifier System
Functional Area:	FA 2 WEB AND INTERNET SYSTEMS
TORFP Issue Date:	Friday, August 11, 2006
Closing Date and Time:	Tuesday, September 19, 2006 @ 2:00 PM
TORFP Issuing Agency:	Maryland State Department of Education (MSDE) Accountability Branch
Send Questions and Proposals to:	Dorothy M. Bonner, Procurement Officer dbonner@msde.state.md.us
TO Procurement Officer:	Dorothy M. Bonner 410-767-0628 410-333-2017
TO Manager:	Janice Johnson, Chief, Education Accountability 410-767-0025 410-333-2017
TO Project Number:	R00P7200625
TO Type:	Fixed price
Period of Performance:	Base Period: 1 Year and 4 months Renewal Option: 3 years (ending 12/31/2010)
MBE Goal:	30%
Small Business Reserve (SBR):	No
Primary Place of Performance:	Maryland State Department of Education Division of Assessment and Accountability 200 West Baltimore Street Baltimore, MD 21201
TO Pre-proposal Conference:	Maryland State Department of Education Nancy S. Grasmick State Education Building 200 West Baltimore Street 8 th Floor, Conference Room 2 Baltimore, MD 21201 See Attachment 6 for directions.

*Use full agency acronym, division/modal, office, program as appropriate.

NOTICE TO MASTER CONTRACTORS

All Small Business Reserve (SBR) 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. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. If you have chosen not to propose to this TORFP, you must complete and email this notice to the TO Procurement Officer. If you are submitting a TO Proposal, we also ask that you take a few minutes and provide comments and suggestions regarding the enclosed TORFP.

TORFP Title: Database Administrator and Senior Network Support Specialist

TORFP No.: R00P6206621

1. If you have responded with a "not submitting Task Order Proposal", please indicate the reason(s) below:

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

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

Remarks:

Master Contractor

Name: _____ Date: _____

Contact Person: _____ Phone ____ - ____ - ____ email _____

**UNIQUE STUDENT AND TEACHER IDENTIFIER SYSTEM
CATS TORFP PROJECT R00P7200625**

PRE-PROPOSAL CONFERENCE INTENT TO ATTEND

Print or Type

NAME OF COMPANY:

ADDRESS OF COMPANY:

E-Mail Address:

EXPECTED NUMBER OF ATTENDEES:

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

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

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

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

___ 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 _____

Date _____ Telephone No. _____

SECTION 1- ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

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

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

1.2 TO AGREEMENT

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

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by MSDE's e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #R00P7200625. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP #R00P7200625 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP #R00P7200625 Financial". The proposal documents that must be submitted with a signature, Attachment 2 - MBE Forms D-1 and D-2 and Attachment 4 - Conflict of Interest and Disclosure Affidavit, must be submitted as .PDF files with signatures clearly visible.

1.4 MINORITY BUSINESS ENTERPRISE (MBE)

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

1.5 eMARYLANDMARKETPLACE FEE

COMAR 21.02.03.06 requires that each Master Contractor that wins a TO Agreement under this TORFP pay a fee to support the operation of eMarylandMarketplace. The fee will be due on each TO Agreement that exceeds \$25,000. The applicable fee will be based on TO value, including any options. Contractors shall pay the fee as provided by COMAR 21.02.03.06 and in accordance with guidelines issued by the Maryland Department of General Services. A copy of COMAR 21.02.03.06 and the guidelines issued by the Maryland Department of General Services can be found on the eMarylandMarketplace web site at www.eMarylandMarketplace.com.

The rate(s) or price(s) of the proposal/bid shall include the appropriate fee as per the COMAR 21.02.06.03 fee schedule. Fees may not be quoted as a separate add-on price. A total TO Agreement value that is other than an even dollar amount will be rounded to the nearest whole dollar to determine the appropriate fee level. For example, a total TO Agreement value of \$50,000.49 will be rounded to \$50,000 and a Level 1 fee will apply. A total TO Agreement value of \$50,000.50 will be rounded to \$50,001 and a Level 2 fee will apply.

1.6 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 4 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

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

1.7 NON-DISCLOSURE AGREEMENT

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

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 obtain technical services to design and implement a Unique Student and Teacher Identifier System for Maryland. Through the assignment and maintenance of a unique *state assigned student/teacher identifier* (SASID) Maryland will have the ability to identify each individual student, relate them to test scores, attendance, enrollment, suspensions, teachers and produce accountability reports as required by the federal government. Maryland wants to implement a longitudinal student/teacher data system, the basis of which is assigning a unique identifier to every student and teacher in Maryland. In addition, the assignment of unique identifiers in our Infant and Toddler Program, beginning at birth, along with children receiving Special Education services through age 21, will allow tracking of these students. Maryland will then have the capability to perform longitudinal analyses for educational programs and student achievement that will give educators the tools they need to improve services and achievement.

2.1.2 REQUESTING AGENCY BACKGROUND

The Maryland Department of Education (MSDE) wants the best for children that include a first-class education that will prepare them for a successful future. To raise the achievement of every student, Maryland designed *Achievement Matters Most*, a plan for public schools that sets goals in the areas of achievement, teaching, testing, safety, and family involvement in schools. Achievement Matters Most is based on the work of the Visionary Panel for Better Schools and also includes the requirements of the No Child Left Behind Act of 2001 and the Bridge to Excellence in Public Schools Act. Achievement Matters Most sets five simple but challenging goals for Maryland public education.

Goal 1: Achievement will improve for each student.

Goal 2: Curriculum, instruction, and testing will be better aligned and understandable.

Goal 3: All educators will have the skills to improve student achievement.

Goal 4: All schools will be safe, drug-free, and conducive to learning.

Goal 5: Parents and legal guardians will be involved in education.

2.1.3 PROJECT BACKGROUND

MSDE was one of 14 states to receive a grant from the Federal Department of Education to implement a longitudinal student data system. The basis for implementing a longitudinal student data system is assigning a unique student identifier to every student in Maryland. The assignment of the unique identifier is the prerequisite for tracking individual student data year-to-year and school-to-school. Maryland also decided to begin tracking individual children in our Infant and Toddler program, beginning at birth, along with students receiving special education services through age 21. Assigning a statewide identifier to teachers that allows linking of student data to teacher data is also a priority to determine where the best practices related to achievement and interventions for students occur.

The National Center for Education Accountability conducted a survey last year of states' educational technology plans and found that at least 48 states were building longitudinal student data systems. The state-by-state drive is one of the nation's largest computerization efforts that began with the education law, No Child Left Behind Act of 2001 (NCLB), Federal Public Law 107-110, signed into law in January, 2002.

This law is intended to reform the Elementary and Secondary Education Act (ESEA), requiring changes to the accountability of the educational system. The NCLB sets standards and deadlines for States to expand the scope and frequency of student testing, revamps accountability systems and guarantees that every classroom is staffed by a highly qualified teacher in the respective subject matter.

Maryland is in the unique position of having an Education Data Warehouse (EDW) that was designed and developed in 2000-2001 with approximately twelve to fifteen years of student level data and approximately seven years of teacher data, although it does not currently link student or teacher data. This project will enhance our existing EDW and enable MSDE to provide more accurate reporting to the Federal and State government, along with providing specific analyses that we are currently unable to perform without a longitudinal student/teacher system.

2.2 TECHNICAL REQUIREMENTS

The contractor shall provide a system that assigns a statewide identifier to students from grades pre-kindergarten through grade 12 and special education students from birth through age 21. The system also will assign a statewide identifier for teachers. The State Assigned Student Identifier (SASID) system must protect the confidentiality of student and teacher information. The contractor shall provide a system that includes at a minimum the following:

- Student/teacher integration tracking system (SITS)
- Login Management Application (LMA)
- Incorporate student/teacher linking in the existing Education Data Warehouse (EDW) for all years of data.
- Interface with the Web Data Collection Project to verify and assign student identifiers.

Student/Teacher Integration Tracking System (SITS)

This system will assign and maintain the unique state assigned student identifier, relating each student to their test scores, enrollment, attendance, suspensions, and special services as required by the federal government. The system will preserve confidentiality through the use of a non-identifiable internal key (ESID, or “Encrypted SID”) that will serve as a proxy for the true student identifier. This approach protects the confidentiality of the student while providing a means to view student performance over time by excluding personally identifiable information from the information stored in the data warehouse. There are several logical components that must be provided.

- Automated Batch File Submission System – Local Education Agencies must be able to submit a file through a web interface for volume assignment of their student and teacher identifiers.
- School and School District User SASID application – Interactive web interface to find existing student/teacher identifiers and assignment of identifiers for new students/teachers.
- Automated SASID Assignment Engine – based on student demographic data provided by schools and school districts develop a student/teacher matching engine by defining key locator elements to compare student data against a master student/teacher index created in the first year and maintained by MSDE. This product must be used by the Automated Batch File submission system and the School and School District User SASID application.
- Email notification will be used to communicate events to the system users. The system will allow configuration of the email message. Multiple emails for the same recipient will be consolidated. For example, each district will receive one message daily for events pertaining to that district. If there were no events for the district no message will be sent. Case managers and system administrators will receive notification events. The subsystem will consist of an email builder and the email sender.

- Case Management Application – web-based application that provides the facilities for manually intervening in the automated process to resolve individual student identities created during the automated process for MSDE staff. The application is expected to manage:
 - Mismatched SASID numbers
 - Duplicate students
 - One student has been assigned multiple SASID numbers
 - Multiple students have been assigned the same SASID number
- System Administration – web-based configuration page that provides access to the configuration parameters controlling the student-matching engine within the Automated SASID assignment and email configuration.
- Data Warehouse Incorporation – modifying the existing EDW to include student/teacher linking for all years of data.
- Reports – web application reports must be included to view student activity, SASID download and to resolve or view cases.
- Inactivate, Archive and Purge – this must be a manual process, typically executed once annually to inactivate students/teachers and to archive student/teacher data offline and purge data.

Login Management Application (LMA)

The LMA will assist MSDE with user ID administration for the student/teacher integration tracking system (SITS) and other MSDE web applications. Historically, MSDE has assigned and maintained user ID's at a district level for data collections since it is at the district level where most of the work is performed. The SITS system would require MSDE to maintain approximately 1400 user accounts at the school level. The LMA pushes the maintenance of the school-level user accounts to the districts leaving only the maintenance of the district and MSDE accounts to MSDE staff.

The LMA will accomplish this by providing an Internet application that provides multi-level application user administration capability, a single sign-on role based authentication service and an application registration form. The multi-level administration is accomplished by creating Role based groups that may be nested to any level. The authentication service authenticates a user by verifying the user name, password and application access. Finally, the registration form removes the burden of adding users to applications. Once registered, an administrator can then assign users access to an application. Registration does not grant access to an application. User registration provides a list of users to the administrator for use in granting access to an application. The LMA will also provide the means necessary to gather information required by an application to send email to the appropriate recipients and to let each user choose if they want to receive email notifications for specific events.

Education Data Warehouse (EDW) Incorporation

The contractor shall modify MSDE's Education Data Warehouse to include student and teacher linking for all data components and all years of data that include but are not limited to the following:

- High School Assessment
- Maryland School Assessment
- Alternative Maryland School Assessment
- Science Assessment
- IMAP Assessment

- Pre Grade 9 Algebra
- Suspensions
- Enrollment
- Attendance
- Staff
- High School Completion

Interface with the Web Data Collection Project (WDCS)

Verify and assign teacher/student identifiers

The Web Data Collection System project will begin in early fall, 2006. The Automated SASID assignment engine as part of this project must verify that school district data submitted via the WDCS is verified for teacher and student identifiers and assigns identifiers to new students and teachers.

Login Management Application (LMA)

All access to the WDCS system will be controlled and identified by the LMA developed as part of the unique identifier project.

2.2.1 PROJECT APPROACH

The contractor must gather the system requirements at MSDE in an approach that is consistent with projects of similar scope provided to other Department's of Education across the nation. The functionality required by Maryland must be designed and developed. The contractor must be intimately familiar with the assignment of statewide student indicators for Education Agencies performed for other states. The minimum functionality requirements are described below. The contractor will ensure stakeholder involvement in all project phases.

- Statewide Student/Teacher Unique Identifiers
- Assigning and maintaining statewide student identifiers beginning with infants that are receiving services through our Infant and Toddler Program and our Early Intervention Special Education services through age 21.
- Batch file submission through a web-enabled interface to create state assigned unique identifiers in addition to a data entry function for individual students.
- Providing a Login Management Application that controls, organizes, and secures all user access.

MSDE prefers an incremental approach that targets the assignment of student identifiers in pre-k through grade 12 first. The Infant and Toddler program population would occur next along with the Early Intervention students receiving special education services. The teacher unique identifier would be the last phase of the incremental approach.

The deliverables appear in bold type and are shown in table form in Section 2.3.1 Deliverable/Delivery Schedule.

2.2.2 PLANNING PHASE

2.2.2A Project Plan Deliverable

The contractor must prepare a **project plan deliverable** that documents the project scope, tasks, schedule, allocated resources and interrelationships with other projects.

The project plan must address how all project activities will be managed, including:

- System design, development and implementation
- Risk Management Plan
- Communications strategy and planning
- Change Management
- Financial and Budget milestones
- Establishment of the project office and governance process
- Security milestones
- Configuration management

Resources must be identified and planned, including internal and contractual staff, hardware and software, and facilities.

The contractor shall submit a draft project plan to the MSDE project manager for review. Revisions to the Project Management plan occur at the end of each SDLC phase and as information becomes available.

2.2.2B Final Project Plan Deliverable

The contractor shall submit the **final project plan deliverable** to the MSDE project manager for approval.

2.2.3 REQUIREMENTS ANALYSIS PHASE

The system shall be defined in more detail with regard to system inputs, processes, outputs, and interfaces (both internal and external). The system shall be described in terms of the functions to be performed.

During the Requirements Phase, the project team will:

- Further define and refine functional and data requirements,
- Complete business process engineering of the functions to be supported,
- Develop detailed data and process models,
- Define functional and system requirements that are not easily expressed in data and process models. Functional and system requirements also include the requirements of the business process, the user requirements, and operational requirements once the system is completed.
- Refine the high level architecture and logical design to support the system and functional requirements, and

- Continue to identify and mitigate risk that the technology can be phased-in and coordinated with the business.

2.2.3A Functional Requirements Document Deliverable

The contractor shall deliver a **Functional Requirements Document Deliverable** that captures user requirements and system requirements. This document serves as the foundation for the system design and development of Maryland's requirements to the Statewide Assignment of a Unique Id solution. Data Flow Diagrams must be included in the Requirements Document to:

- Graphically document the boundaries of the system
- Provide hierarchical breakdown of the system
- Show movement of information between a system and its environment
- Document information flows within the system
- Aid communication between users and developers

This is a complete, user oriented functional and data requirements for the system which must be defined, analyzed, and documented to ensure that user and system requirements have been collected and documented to ensure that:

- Business process descriptions are documented.
- All requirements can be traced to the users' statement of needs document.
- A logical model is constructed that describes the fundamental processes and data needed to support the desired business functionality. This logical model will show how processes interact and how processes create and use data. These processes will be derived from the activity description provided by the user.
- Functions and entity types contained in the logical model are extended and refined. End-users and business area experts will evaluate all identified processes and data structures to ensure accuracy, logical consistency, and completeness.
- An analysis of business activities and data structures is performed to produce entity-relationship diagrams, process hierarchy diagrams, process dependency diagrams and associated documentation.
- An interaction analysis is performed to define the interaction between the business activities and business data. This analysis produces process logic and action diagrams, definitions of the business algorithms, entity life cycle diagrams, and entity state change matrices.

A detailed analysis of the current technical architecture, application software, and data is conducted to ensure that limitations or unique requirements have not been overlooked.

2.2.4 DESIGN PHASE

2.2.4A Security Risk Assessment Deliverable

The Design Phase addresses, in detail, how the system will meet the defined functional, physical, interface, and data requirements. The contractor must perform a **Security Risk Assessment Deliverable** that analyzes threats to and vulnerabilities of a system to determine the risks (potential for losses) to identify appropriate and cost-effective measures to mitigate any security risks.

2.2.4B Development Environment Deliverable

The contractor is required to setup a **development environment deliverable** at MSDE that is listed below. Any hardware or software required for this project will be procured under a separate state contract and is not part of this task order.

The development environment includes but is not limited to the following Hardware and Software:

- Web/Application Server with two dual-core processors
- Database Server with two dual-core processors
- Oracle 10g Application Server Standard Edition
- Oracle 10g Database Standard Edition
- Windows 2003 Server Standard Edition
- JDeveloper 10g
- TOAD
- Visual Source Safe 2005

2.2.4C System's Design Document Deliverable

The contractor shall deliver the **System's Design document deliverable** that describes the system requirements, operating environment, system and subsystem architecture, files and database design, input formats, output layouts, performance goals for processing speed, volume/capacity, and accuracy/integrity, human-machine interface, detailed design processing logic and external interfaces. The System Design document must include a requirements matrix showing where and how requirements are satisfied. The contractor shall Design and document the application including data storage and access for the database layer, user interface at the desktop layer; application logic needs, and interfaces from application to application and application to database.

2.2.4D Implementation Plan Deliverable

The contractor shall begin work on the **Implementation Plan deliverable** to describe how the information system will be deployed and installed into an operational system. The plan must include an overview of the system, a brief description of the major tasks involved in the implementation, the overall resources needed to support the implementation effort (such as hardware, software, facilities, materials, and personnel), and any site-specific implementation requirements.

2.2.4E Maintenance Manual Deliverable

The contractor shall begin work on the **Maintenance Manual deliverable** and submit a draft approach to the MSDE Project Manager. The Maintenance Manual is begun in this phase and provides maintenance personnel with the information necessary to maintain the system effectively. The manual provides the definition of the software support environment, the roles and responsibilities of maintenance personnel, and the regular activities essential to the support and maintenance of program modules, job streams, and database structures. In addition to the items identified for inclusion in the maintenance Manual, additional information may be provided to facilitate the maintenance and modification of the system. Appendices to document various maintenance procedures, standards, or other essential information may be added to this document as needed.

2.2.4F Training Manual Deliverable

The contractor shall begin work on the **Training Manual deliverable** and submit a draft approach to the MSDE Project Manager. The Training Plan is begun in this phase and outlines the objectives, needs, strategy, and curriculum to be addressed when training users on the new information system. The plan presents the activities needed to support the development of training materials, coordination of training schedules, reservation of personnel and facilities, planning for training needs, and other training-related tasks. Training activities are developed to teach user personnel the use of the system as specified in the training criteria. Includes the target audience and topics on which training must be conducted on the list of training needs. It includes, in the training strategy, how the topics will be addressed and the format of the training program, the list of topics to be covered, materials, time, space requirements, and proposed schedules.

2.2.4G Systems Administration Manual Deliverable

The contractor shall begin work on the **Systems Administration Manual deliverable** and submit a draft approach to the MSDE Project Manager. The Systems Administration manual is begun in this phase and completed in the Development Phase. The Systems Administration Manual provides computer control personnel and computer operators with a detailed operational description of the information system and its associated environments, such as machine room operations and procedures in distributed (client/server) applications.

2.2.4H User Manual Deliverable

The contractor shall begin work on the **User Manual deliverable** and submit a draft approach to the MSDE Project Manager. The User Manual is begun in this phase and contains all essential information for the user to make full use of the information system. This manual includes a description of the system functions and capabilities, contingencies and alternate modes of operation, and step-by-step procedures for system access and use.

2.2.5 DEVELOPMENT PHASE

The contractor shall convert the deliverables of the Design Phase into a complete information system, addressing the computer programs that make up the system, and puts into place the hardware, software, and communications environment for the system. The activities include requirements analysis, design, coding, integration, testing, and installation and acceptance related to software products.

2.2.5A Software Development Document Deliverable

The contractor shall create a **Software Development Document deliverable** pertaining to the development of each unit or module, including the test cases, software, test results, approvals, and any other items that will help explain the functionality of the software. The Software Development Document must be approved by the MSDE Project Manager.

2.2.5B Integration Document Deliverable

The contractor shall create an **Integration Document deliverable** that explains how the software components, hardware components, or both are combined and the interaction between them. The Integration Document must be approved by the MSDE Project Manager.

2.2.5C Test Analysis Report Deliverable

The contractor shall provide formal documentation of the software testing as defined in the **Test Analysis Report deliverable**. The test analysis report deliverable must include the following:

The Test Analysis Report must include the following:

- Develop and document each software unit and database as well as test procedures and data for testing each software unit and database.
- Test each software unit and database ensuring that it satisfies its requirements.
- Document the results.

Evaluate software code and test results considering the criteria listed below:

- Trace ability to the requirements and design of the software item.
- External consistency with the requirements and design of the software item.
- Internal consistency between unit requirements.
- Test coverage of units.
- Appropriateness of coding methods and standards used.
- Feasibility of software integration and testing
- Feasibility of operation and maintenance.

The Test Analysis Report must be approved by the MSDE Project Manager.

2.2.5D Conversion Plan Deliverable

The contractor shall create the **Conversion Plan deliverable** that describes the strategies involved in converting data from an existing system to another hardware or software environment. The Conversion Plan must be approved by the MSDE Project Manager.

2.2.5E Implementation Plan Deliverable

The contractor shall complete the **Implementation Plan deliverable** described in the previous section “Design Phase.”

2.2.5F Maintenance Manual Deliverable

The contractor shall complete the **maintenance manual deliverable** described in the previous section “Design Phase” and submit the document to the MSDE Project Manager for approval.

2.2.5G System Administration Manual Deliverable

The contractor shall complete the **system administration manual deliverable** described in the previous section “Design Phase” and submit the document to the MSDE Project Manager for approval.

2.2.5H User Manual Deliverable

The contractor shall complete the **user manual deliverable** described in the previous section “Design Phase” and submit the document to the MSDE Project Manager for approval.

2.2.5I Training Plan Deliverable

The contractor shall complete the training manual and submit a document describing the **training plan deliverable** to the MSDE Project Manager for approval. The contractor must prepare training materials and train the trainers for 30 users.

2.2.5J Enterprise-Wide Data Architecture

The contractor shall complete an **enterprise-wide data architecture** that includes a data model, data dictionary, business rules, and quality assurance procedures.

2.2.6 INTEGRATION AND TESTING PHASE

The contractor shall prove that the developed system satisfies the requirements defined in the Functional Requirements Document. Several types of tests will be conducted. Subsystem integration tests shall be executed and evaluated by the development team to prove that the program components integrate properly into the subsystems and that the subsystems integrate properly into the application. The testing team conducts and evaluates system tests to ensure the developed system meets all technical requirements, including performance requirements. The testing team and the Security Program Manager conduct security tests to validate that the access and data security requirements are met. Users participate in acceptance testing to confirm that the developed system meets all user requirements.

2.2.6A Test Analysis Report

The contractor shall document the **test analysis report** as a final result of the test reviews and testing level above the integration test and briefly summarizes the perceived readiness for migration of the software. The MSDE Project Manager will approve the results of the test analysis report as a notice to proceed. The contractor shall document problems encountered during testing and attach them to the test analysis report.

The contractor shall execute the training plan before the user acceptance testing. The contractor must prepare training materials and train the trainers for 30 users.

The contractor shall complete the security and **certification accreditation** using the State Certification & Accreditation Guide for templates.

The contractor must set up the **production environment** consistent with the development environment specifications, identifying and setting up production users and user roles.

2.2.6B Final Approval and signoff of system

The MSDE Project Manager must accept the system prior to the Implementation Phase.

2.2.7 IMPLEMENTATION PHASE

The Delivered system is installed and made operational in the production environment. This phase continues until the system is operating in production in accordance with the defined user requirements.

2.2.7A Implementation Notice Deliverable

An **Implementation notice deliverable** should be sent to all users and organizations affected by the implementation.

The contractor shall execute the data conversion plan and verification of the converted data.

2.2.8 OPERATIONS AND MAINTENANCE PHASE

Provide user support, training of new users, fix problems, possibly add features and make improvements to the system. As problems are detected and new needs arise, requiring modification to existing code, new code to be developed, and/or hardware configuration changes.

The Maryland Department of Education reserves the unilateral option to renew the Contract for three (3) additional one-year options subject to State appropriations (end December 31, 2010).

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 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.

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.

2.3.1 DELIVERABLE/ DELIVERY SCHEDULE

Deliverables for 2.2.3 references the Section of the TORFP, the description of the deliverable and Expected Completion by identifying the number of calendars days estimated for the TO Contractor to complete the deliverable after receiving the Notice to Proceed (NTP).

ID	DELIVERABLES FOR 2.2.3	EXPECTED COMPLETION
	<i>Planning Phase</i>	NTP + 60 Calendar Days
2.2.2A	Draft Project Plan	
2.2.2B	Final Project Plan	
	<i>Requirements Analysis Phase</i>	NTP + 60 Calendar Days
2.2.3A	Functional Requirements Document	
	<i>Design Phase</i>	NTP + 60 Calendar Days
2.2.4A	Security Risk Assessment	
2.2.4B	Setup Development Environment	
2.2.4C	System Design Document	
2.2.4D	Draft Implementation Plan	
2.2.4E	Draft Maintenance Manual	
2.2.4F	Draft Training Manual	
2.2.4G	Draft System's Administration Manual	
2.2.4H	Draft User Manual	
	<i>Development Phase</i>	NTP + 120 Calendar Days
2.2.5A	Software Development Document	
2.2.5B	Integration Document	
2.2.5C	Initial Test Analysis Report	
2.2.5D	Conversion Plan	
2.2.5E	Implementation Plan	
2.2.5F	Completed Maintenance Manual	
2.2.5G	Completed System Administration Manual	
2.2.5H	Completed User Manual	
2.2.5I	Completed Training Plan	
2.2.5J	Enterprise-Wide data architecture	
	<i>Integration and Testing Phase</i>	NTP + 60 Calendar Days
2.2.6A	Final Test Analysis Report	
2.2.6B	Final approval and signoff of system	
	<i>Implementation Phase</i>	NTP + 37 Calendar Days
2.2.7A	Implementation of the delivered system	
2.2.8	<i>Operations and Maintenance Phase</i>	NTP + three optional years

2.3 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 EXPERTISE REQUIRED

The TO Contractor must demonstrate a high level of expertise in designing and developing web-based education solutions for the dissemination of a state assigned unique student identifier over a secure internet connection. The TO Contractor must provide references, contacts, titles and telephone numbers of other work performed of a similar scope for other education departments.

2.5 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:

2 years experience in designing, developing and implementing a k-12 educational web-based solution for the dissemination of a state assigned unique student identifier of similar scope.

1 year experience using Oracle 10.x

5 years experience with Oracle data warehousing projects of similar scope

5 years experience with Oracle Data Bases

2 years experience with Oracle Application Server

3 years experience with Windows 2000 and higher operating system

3 years experience with Java 2 Enterprise Edition (J2EE)

2.6 RETAINAGE

MSDE shall retain an amount equal to at least 10% from the total annual contract price. This retainage amount shall be dispersed only upon full satisfactory performance and acceptance of the deliverables as set forth in, and all work covered by, the contract.

2.7 INVOICING

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

2.7.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- F) The invoice shall identify the Maryland Department of Education 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.
- G) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form – Attachment 9, for each deliverable being invoiced) submitted for payment to the Maryland Department of Education at the following address:
Accounts Payable Section, 200 West Baltimore Street, Baltimore, Maryland 21201
Division of Accountability and Assessment, Attn: Janice Johnson, 200 West Baltimore Street, Baltimore, Maryland 21201
- H) 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.

2.8 REPORTING

The TO Contractor and the Maryland Department of Education shall conduct monthly progress meetings. A monthly project progress report shall be submitted 3 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 the monthly 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.

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

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category.
- 2) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.
- 3) Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary.

C) MBE Participation

- 1) Submit completed MBE documents Attachment 2 - Forms D-1 and D-2.

D) Subcontractors

- 1) Identify all proposed subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.

E) Master Contractor and Subcontractor Experience and Capabilities

- 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 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.
 - F) As part of its offer, each Offeror is to provide a list of all contracts with any entity of the State of Maryland that it is currently performing or which have been completed within the last 5 years. For each identified contract the Offeror is to provide:
 - The State contracting entity
 - A brief description of the services/goods provided
 - The dollar value of the contract
 - The term of the contract
 - The State employee contact person (name, title, telephone number and if possible e-mail address)
 - Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

Information obtained regarding the offeror's level of performance on State contracts will be considered as part of the experience and past performance evaluation criteria of the RFP.

F) Proposed Facility

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

G) State Assistance

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

H) Confidentiality

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

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE

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

SECTION 4 - PROCEDURE FOR AWARDING A TASK ORDER AGREEMENT

4.1 EVALUATION CRITERIA

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS TORFP. In making the TO Agreement award determination, the TO Requesting Agency will consider all information submitted in accordance with Section 3.

4.2 TECHNICAL CRITERIA

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

Evaluation Criteria

Mandatory Requirements

Understanding of the problem

Comprehension of nature and scope of work involved

Work and technical plan

Completeness and soundness of plan

Choice of methodology, techniques

Project management

Prior experience in delivery of similar services

Offeror qualifications

Related company experience

Offeror's ability to meet schedule in prior contracts of similar services

Quality of deliverables completed under prior contracts

Assigned personnel

Related experience

Professional competency

Education

Economic benefits factor

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, technical merit will account for not more than seventy percent of the assigned value and cost will account for not less than thirty percent.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, Purchase Order and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed (sample).

ATTACHMENT 1

PRICE PROPOSAL FORM

PRICE PROPOSAL FOR CATS TORFP #R00P7200625

ID	DELIVERABLES FOR 2.2.3	PROPOSED PRICE
	Planning Phase	
2.2.2A	Draft Project Plan	
2.2.2B	Final Project Plan	
	Requirements Analysis Phase	
2.2.3A	Functional Requirements Document	
	Design Phase	
2.2.4A	Security Risk Assessment	
2.2.4B	Setup Development Environment	
2.2.4C	System Design Document	
2.2.4D	Draft Implementation Plan	
2.2.4E	Draft Maintenance Manual	
2.2.4F	Draft Training Manual	
2.2.4G	Draft System's Administration Manual	
2.2.4H	Draft User Manual	
	Development Phase	
2.2.5A	Software Development Document	
2.2.5B	Integration Document	
2.2.5C	Initial Test Analysis Report	
2.2.5D	Conversion Plan	
2.2.5E	Implementation Plan	
2.2.5F	Completed Maintenance Manual	
2.2.5G	Completed System Administration Manual	
2.2.5H	Completed User Manual	
2.2.5I	Completed Training Plan	
2.2.5J	Enterprise-wide data architecture	
	Integration and Testing Phase	
2.2.6A	Final Test Analysis Report	
2.2.6B	Final approval and signoff of system	
	Implementation Phase	
2.2.7A	Implementation of the delivered system	
	Total Proposed Fixed Price	

PRICE PROPOSAL FORM

PRICE PROPOSAL FOR CATS TORFP # R00P7200625

ID	OPTION YEAR	DESCRIPTION	Proposed Price
2.2.8	Option Year 1	Operations and Maintenance Phase	
2.2.8	Option Year 2	Operations and Maintenance Phase	
2.2.8	Option Year 3	Operations and Maintenance Phase	
		TOTAL OPERATIONS AND MAINTENANCE PHASE OPTION YEARS	

Authorized Individual Name

Company Name

Signature

Title

FIN

Telephone Number

Fax Number

E-Mail Address

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

CATS TORFP # R00P7200625

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

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 1

CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

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

In conjunction with the offer submitted in response to TORFP No. R00P7200625, I affirm the following:

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

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude that I am unable to achieve it. Instead, I intend to achieve an MBE goal of [redacted] percent and request a waiver of the remainder of the goal. If I am selected as the apparent TO Agreement awardee, I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.

2. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment 2 - Form D-2) with the proposal.
3. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.
4. I understand that if I am notified that I am the apparent TO Agreement awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
 - (a) Outreach Efforts Compliance Statement (Attachment D-3)
 - (b) Subcontractor Project Participation Statement (Attachment D-4)
 - (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
 - (d) Any other documentation required by the TO Procurement Officer to ascertain offeror's responsibility in connection with the certified MBE participation goal.

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

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

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

Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE

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

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number R00P7200625	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL MBE PARTICIPATION:	_____ %
TOTAL WOMAN-OWNED MBE PARTICIPATION:	_____ %
TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:	_____ %

Document Prepared By: (please print or type)

Name: _____ Title: _____

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE (CONTINUED)

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

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 3

OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the bid or offer submitted in response to TORFP # R00P7200625, I state the following:

1. Offeror identified opportunities to subcontract in these specific work categories:

2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.

3. Offeror made the following attempts to contact personally the solicited MBEs:

4. Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.
(DESCRIBE EFFORTS)

 This project does not involve bonding requirements.

5. Offeror did/did not attend the pre-proposal conference
 No pre-proposal conference was held.

Offeror Name

By: _____
Name

Address

Title

Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 4

SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE

Provided that _____ is awarded the TO Agreement in
(Prime TO Contractor Name)

conjunction with TORFP No. R00P7200625, it and _____,
(Subcontractor Name)

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

(Describe work to be performed by MBE):

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

By:

By:

Prime Contractor Signature

Subcontractor Signature

Name

Name

Title

Title

Date

Date

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 5

MINORITY BUSINESS ENTERPRISE PARTICIPATION TO CONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): _____ Report is due by the 15th of the following month.	CATS TORFP #R00P7200625 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
--	---

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

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

Return one copy of this form to the following address:

(TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)	Dorothy M. Bonner, Procurement Officer Maryland State Department of Education 200 West Baltimore Street Baltimore, MD 21201 dbonner@msde.state.md.us
--	--

Signature: _____ Date: _____

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 6

MINORITY BUSINESS ENTERPRISE PARTICIPATION SUBCONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): ___/_____ Report Due By the 15th of the following Month.	CATS TORFP #R00P7200625 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____	
MBE Subcontractor Name: _____		
MDOT Certification #: _____		
Contact Person: _____		
Address: _____		
City: _____	State: _____	ZIP: _____
Phone: _____	FAX: _____	
Subcontractor Services Provided: _____		
List all payments received from Prime TO Contractor during reporting period indicated above. 1. _____ 2. _____ 3. _____ Total Dollars Paid: \$ _____	List dates and amounts of any unpaid invoices over 30 days old. 1. _____ 2. _____ 3. _____ Total Dollars Unpaid: \$ _____	
Prime TO Contractor: _____		Contact Person: _____

Return one copy of this form to the following address:

(TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP)	Dorothy M. Bonner, Procurement Officer Maryland State Department of Education 200 West Baltimore Street Baltimore, MD 21201 dbonner@msde.state.md.us
---	--

(EMAIL ADDRESS)	
-----------------	--

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS TORFP# R00P7200625 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 # R00P7200625.
 - b. “CATS TORFP” means the Task Order Request for Proposals # R00P7200625 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 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 **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, MARYLAND STATE DEPARTMENT OF EDUCATION

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

Date

Witness: _____

**ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND
DISCLOSURE**

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

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

Date: _____ By: _____

(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.
2. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.

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 AS A .PDF FILE WITH TECHNICAL RESPONSE

ATTACHMENT 6 – DIRECTIONS
TO THE PRE-TO PROPOSAL CONFERENCE

Maryland State Department of Education
Nancy S. Grasmick State Education Building
200 West Baltimore Street
8th Floor, Conference Room 2
Baltimore, MD 21201

ATTACHMENT 7 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS Task Order Agreement #R00P7200625

Dear TO Contractor Contact:

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

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

Sincerely,

TO Procurement Officer

Task Order Procurement Officer

Enclosures (2)

cc: TO Manager

Procurement Liaison Office, Office of Information Technology, DBM

Project Management Office, Office of Information Technology, DBM

ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: **Project Name for TORFP**

TO Agreement Number: #R00P7200625

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: **TO Manager**

TO Manager Signature

Date Signed

Name of TO Contractor's Project Manager: _____

TO Contractor's Project Manager Signature

Date Signed

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

ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: TO Requesting Agency

TORFP Title: TORFP Project Name

TO Manager: TO Manager and Phone Number

To:

The following deliverable, as required by TO Agreement #R00P7200625, has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

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

ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)

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

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP #R00P7200625 for **TORFP Project Name**. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as “Confidential Information”. As a condition for its receipt and access to the Confidential Information described in Section 1.7 of the TORFP, OFFEROR agrees as follows:

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

OFFEROR: _____ BY: _____

NAME: _____ TITLE: _____

ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

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

RECITALS

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

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

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

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

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

TO Contractor/TO Contractor's Personnel:

TO Requesting Agency:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 12 – NOTICE TO MASTER CONTRACTORS

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. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. If you have chosen not to propose to this TORFP, you must complete and email this notice to Dorothy Bonner @ dbonner@msde.state.md.us. If you are submitting a TO Proposal, we also ask that you take a few minutes and provide comments and suggestions regarding the enclosed TORFP.

TORFP Title:	Title of TORFP
TORFP Project Number:	ADPICS Purchase Order Number (ADPICS PO #)

If you have responded with a "not submitting Task Order Proposal", please indicate the reason(s) below:

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

Remarks:

Master Contractor

Name: _____ Date: _____

Contact Person: _____ Phone ___ - ___ - ___ Email _____

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

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