



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

**DATA ENTRY SERVICES FOR THE
DIVISION OF EARLY
CHILDHOOD DEVELOPMENT**

CATS II TORFP# R00B9200085

SBR PROCUREMENT ONLY

MARYLAND STATE DEPARTMENT OF EDUCATION

ISSUE DATE:

MONDAY, OCTOBER 5, 2009

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KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services (CATS II) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All Small Business Reserve (SBR) CATS II Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. All Master Contractors must complete and submit a Master Contractor Feedback form via the CATS web site regardless of whether a TO Proposal is submitted or not. The form is accessible via, your CATS Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS II RFP issued by the Maryland Department of Information Technology (DOIT) and subsequent Master Contract Project Number 060B9800035, including any amendments.

TORFP Title:	Data Entry Services for the Division of Early Childhood Development
Functional Area:	Functional Area 6 – Systems/Facilities Management and Maintenance
TORFP Issue Date:	Monday, October 05, 2009
Closing Date and Time:	Friday, November 20, 2009 no later than 2:00 PM
TORFP Issuing Agency:	Maryland State Department of Education Office of Child Care
Send Questions and Proposals to:	Dorothy M. Richburg, Procurement Officer drichburg@msde.state.md.us
TO Procurement Officer:	Dorothy M. Richburg, Procurement Officer Office Phone Number 410-767-0628 Office FAX Number: 410-333-2017
TO Manager:	Angeline Bishop-Oshoko Office Phone Number: 410-767-6916
TO Project Number:	R00B9200085
TO Type:	Time and Materials (T&M)
Period of Performance:	2 Years and 6 Months Base Period and Two-one year renewal periods
MBE Goal:	35%
Small Business Reserve (SBR):	Yes
Primary Place of Performance:	Maryland State Department of Education Nancy S. Grasmick State Education Building 200 West Baltimore Street, Baltimore, MD 21201
TO Pre-proposal Conference:	Maryland State Department of Education Nancy S. Grasmick State Education Building 8 th Floor, Conference Room 3 200 West Baltimore Street, Baltimore, MD 21201 THURSDAY, OCTOBER 22, 2009 @ 10:00 AM See Attachment 6 for directions.

CATS TORFP PROJECT NUMBER # R00B9100085
Data Entry Services for the Division of Early Childhood Development

PRE-PROPOSAL CONFERENCE INTENT TO ATTEND

Print or Type

NAME OF COMPANY:

ADDRESS OF COMPANY:

E-MAIL:

EXPECTED NUMBER OF ATTENDEES:

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

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

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

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

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

___ Too busy at this time

___ Not engaged in this type of work

___ Site location too distant

___ Project too large/small (please check one)

___ Other (Specify) _____

Signature _____ Company Name _____

Telephone No. _____ Fax No. _____

E-mail _____ Date _____

**DATA ENTRY SERVICES FOR THE DIVISION OF EARLY
CHILDHOOD DEVELOPMENT
CATS TORFP PROJECT R00B9200085**

NOTICE TO MASTER CONTRACTORS

This Small Business Reserve (SBR) Consulting and Technical Services (CATS) Task Order Request for Proposals (TORFP) is solicited to approved Master Contractors 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 dreichburg@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: DATA ENTRY SERVICES FOR THE DIVISION OF EARLY CHILDHOOD DEVELOPMENT

TORFP NO: R00B9200085

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: _____ Phone: _____ Date: _____

Contact Person: _____ E-mail _____

SECTION I - 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 32.12 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 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 CATS TORFP #R00B9200085. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP #R00B9200085 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP # R00B9200085 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 ORAL PRESENTATIONS/INTERVIEWS

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

1.5 MINORITY BUSINESS ENTERPRISE (MBE)

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

1.6 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in

the form included as Attachment 4 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B. Master Contractors should be aware that the State Ethics Law, State Government Article, §15-508, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at 200 West Baltimore Street. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 7. Please contact the TO Procurement Officer of this TORFP to schedule an appointment. In addition, certain documentation may be required by the TO Contractor awarded the 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 8.

1.8 LIMITATION OF LIABILITY CEILING

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

1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

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

Attachment 8 is the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the checklist. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

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SECTION 2. DATA ENTRY SERVICES FOR THE DIVISION OF EARLY CHILDHOOD DEVELOPMENT

2.1 BACKGROUND

The Maryland State Department of Education (MSDE) has been designated as the lead agency charged with administering federal funds to improve the quality and accessibility of child care services. The Division of Early Childhood Development (DECD) located within MSDE is comprised of the Office of Child Care and the Early Learning Branch. The Office of Child Care (OCC) has oversight of the licensing of child care facilities, the Maryland Child Care Credentialing Program and Child Care Subsidy. The Division has developed ongoing efforts to improve the quality of care through the provision of technical assistance to child care providers in such areas as child development; program development, implementation and evaluation; equipment and staffing; and, through the administration of programs funded through the Child Care and Development Fund, to increase the availability, affordability and quality of child care.

The Credentialing Branch is located within the DECD/OCC and is responsible for the Maryland Child Care Credential Program, Tiered Reimbursement, Training Vouchers/Reimbursement, Accreditation Support Awards, Child Care Career and Professional Development Fund, and Training Approvals. The Credentialing Branch's goals are to ensure that:

- Child care providers have access to quality training opportunities; and
- Child care providers and facilities are recognized for achieving quality improvements.

Established in July 2001, the Maryland Child Care Credential is a voluntary program that recognizes child care providers who go beyond the requirements of State licensing and registration regulations. There are seven staff credential levels and four administrative credential levels, each one recognizing a child care provider's achievement of a specified number of training clock hours, experience and professional activities important for providing quality child care programs. Participating providers are required to complete training in six Core of Knowledge areas that will help them develop the knowledge and skills to provide the best possible care for the children and families they serve. Regulations for the Maryland Child Care Credential Program are found under COMAR 13A.14.09.

To ensure that training that is offered meets the criteria and needs of the child care community, the Credentialing Branch approves individual trainers, training organizations, and training proposals. Child Care Training is categorized into three groupings: Pre-service training, core of knowledge training and continued training. Child care training approval requirements are found under COMAR 13A.14.08

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There are approximately 5,200 child care center staff and 1,400 family child care providers participating in the Credential program.

Child Care Center Licensing regulations, COMAR 12A.14.16, require the qualification of staff for positions in child care center facilities. Each potential or current staff person must meet requirements for education and experience. There are specific requirements for positions including aide, assistant, teacher and director. In addition, each staff person must complete continued training on an annual basis which is linked to the date of hire in their position.

Beginning in August 2004 and phased in over two years the Child Care Automated Tracking System (CCATS) was implemented to capture information on credentialing, licensing and child care subsidy participation. CCATS is a centralized data base warehouse of integrated information that supports the collection of education, experience, professional activity participation, and identifying information on individuals and organizations.

2.2 SCOPE

The Office of Child Care at the MSDE seeks well-qualified vendors who would manage and process applications using the Child Care Automated Tracking System (CCATS) in accordance with MSDE rules and regulations. Both public and private vendors are encouraged to apply. The core services of this RFP include but are not limited to establishing a methodology for entering information into CCATS in support of the Credentialing and Licensing Branches.

- Eliminating the existing backlog of Credentialing applications
- Maintaining up-to-date data entry of continued training, education, experience, professional activity units, calculating levels and making recommendations to the OCC Credentialing Branch for the issuance of letters and certificates;
- Entering information submitted from existing and potential child care staff into CCATS and informing OCC licensing offices of determination.
- Collaborating with Division staff to resolve any issues that arise during data entry.

2.3 CREDENTIALING

At the time of this solicitation, the Credentialing Branch has a seven-month backlog in processing new and renewal applications for participants. The Branch receives approximately 171 new applications and 200 renewal applications monthly. Credentialing Information which is entered in CCATS includes continued training, education, experience, and professional activity units. The proposal should address how the following requirements will be met:

- Eliminating the existing backlog of approximately 1,500 credential records. Each record requires an average of thirty minutes of work time. These existing records

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must be entered into the Child Care Automated Tracking System (CCATS), within two months of the contract award;

- Maintaining up-to-date data entry of credentialing information;
- Collaborating with Division staff to resolve any issues that arise during data entry, such as unapproved training; training not found in CCATS, trainers not already approved by OCC and entered into CCATS; duplicate provider entries into CCATS, reviewing transcripts, clarification on professional activity units (PAU), and calculating levels.

2.4 LICENSING

The Licensing Branch oversees twelve (12) regional and three (3) field offices statewide. At the time of this solicitation there are total of 2,745 child care centers with a capacity of 157,343 children and approximately 16,000 individuals working in those facilities. The turnover rate is approximately 40% nationally, therefore it is anticipated that during any given year a total of 6,400 applications for child care center positions would be submitted. The proposal should address how the following requirements will be met:

- Entering information about education, experience and training on existing and potential child care staff into CCATS and informing OCC licensing offices of their qualifications. Each record requires an average of thirty minutes of work time.
- Collaborating with Division staff to resolve any issues that arise during data entry, such as unapproved training; training not found in CCATS, trainers not already approved by OCC and entered into CCATS; duplicate provider entries into CCATS, reviewing transcripts, clarification of experience, and calculating qualifications.
- The Office of Child Care will coordinate the distributions of applications.

All qualified Offerors must meet the specific objectives and applicable requirements of this RFP.

MSDE will fund one contract through this solicitation.

2.5 OBJECTIVES

The objectives of this Request for Proposal are to:

- Eliminate current records backlog.
- Maintain up-to-date data entry

2.6 OFFEROR REQUIREMENTS

This section of the RFP provides a summary of the various requirements the successful Offeror must address to manage data entry processing for the Credentialing and Licensing Branch. The contents within the following subsections will serve as the basis for a formal contract between MSDE and the successful Offeror.

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2.6.1 Staffing

- A. The Contractor must provide adequate staffing for effective management and performance of its obligations for data entry processing services.
- B. Staff will have access to confidential information. Therefore, the successful Contractor and staff members must sign a Confidentiality/Non-Disclosure Agreement.
- C. The Contractor must conduct a criminal background investigation for all employees.
- D. The Contractor must ensure that data entry staff is trained on all aspects of The Maryland Child Care Credentialing Program and Child Care Center Staffing Requirements.
- E. Prior to changing the scope of the project, including reassigning specified individuals, the Contractor shall notify the Department of its intent at least forty-five (45) days in advance and shall submit a programmatic change request. No diversion shall be made by the Contractor without the written consent of the Department. Replacement of any personnel, including personnel who leave the employment of the contractor shall be replaced with personnel of equal ability, qualifications, and experience and is subject to an approved programmatic change request.
- F. The Contractor must coordinate monthly project activities and monthly expenditure of contract funds. Contractors shall develop, submit with their financial proposal, and follow a Spending Timeline for the term of the contract that documents how and when the contract award will be fully expended.

2.7 PERFORMANCE GUARANTEES

The Contractor shall comply with the performance guarantees set forth. Any additional performance guarantees being offered should be included in the Executive Summary.

- A. The Contractor must be ready to assume data processing operations on July 1, 2009.
- B. The Contractor must work with the Department to ensure program integrity.
- C. The Contractor agrees that staff must be thoroughly trained to perform applicable tasks. Therefore, the Contractor must develop and implement a comprehensive training program for all employees and provide on-going training and professional development opportunities to employees.
- D. The Contractor must provide, a secured circuit connecting to MSDE, 200 W. Baltimore Street, Switch, and Firewall.
- E. The Contractor must perform data entry processing functions as defined in the Credentialing regulations and procedures, as amended.

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- F. The Contractor must comply with renewal applications processing periods, consumer needs and proper disposition of documents as required in regulations.
- G. The Contractor must develop policies and procedures to ensure that applications received, are reviewed and process within 30 days of receipt. Submit data entry process policies and procedures with the technical proposal.
- H. The Contractor must submit a Work Plan and Timeline that includes a detailed description of the process for eliminating the data backlog and maintaining up-to-date status of records.
- I. The Contractor must develop effective working relationships with the Credentialing Branch Specialist and Training Approval Specialist. Provide documentation to show how effective working relationships are maintained with existing partners.
- J. The Contractor acknowledges that data entry processing functions require communication with the Credentialing and Licensing Branch Staff and CCATS Vendor.
- K. The Contractor's project manager must notify the designated MSDE liaison responsible for facilitating communications and problem resolution between the Contractor and MSDE staff and the CCATS Vendor within 48 hours of occurrence any issues pertaining to the operation of the Child Care Automated Tracking System.
- L. The Contractor agrees that the only compensation to be received by or on behalf of its organization in connection with this Contract shall be that which is paid directly by the State.

2.7.1 Performance Measure Reports

- A. The Contractor must submit reports by the 10th day of each month to MSDE.
- B. All requested reports must be submitted both electronically (as an attachment to e-mail) and hard copy to identified MSDE staff. All reports must be provided in Microsoft Word format. Tables and charts must be provided in Microsoft Excel.

2.7.2 Record Handling, Retention and Retrieval

The Contractor must capture, store, access, and disseminate electronic images for incoming documents, notices and other documentation regarding the Credentialing Program and Child Care Center Staff Evaluation.

2.7.3 Postage and Mail Handling

The Contractor must provide postage and handling for any mail generated outside of CCATS.

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2.7.4 Quality Assurances

High quality customer service is a key goal of MSDE. The Contractor will be subject to meeting performance standards. A comparison of the Contractor's performance against these standards will be made annually by MSDE.

The Contractor will be expected to implement and operate an ongoing program for measuring and reporting its performance to MSDE against these data entry standards. MSDE will specify standard performance measurement reports to be prepared by the

Contractor's Quality Assurance Specialist. MSDE may also audit these reports and conduct its own audits of Contractor performance at its sole discretion. MSDE shall validate the quarterly reports.

The following standards outline expectations for the timeliness and accuracy of service to be afforded to providers.

1. Data Management

- The Contractor must maintain 100 percent organized and accurate provider files.
- The Contractor must ensure 100 percent that provider records are secured and confidentiality policies are followed.

2. Data Entry Processing

- The Contractor must process properly submitted applications (via mail and/or electronically) within 30 days of receipt.
- The Contractor must document incomplete submitted applications in the provider record and contact the Credentialing Specialist for corrections within 30 days of receipt.
- The Contractor must submit CCATS error report immediately when discovered.

3. Phone Calls

- The Contractor must ensure that data entry processors return phone calls no later than the close of the next business day.
- The Contractor must keep records of the date of receipt of all calls; provide a narrative and resolution of the call.

4. Quality Assurance

- The Contractor must develop and implement policies and procedures that focus on data entry processing accuracy, employee relations, continuous improvement, and partnerships. Submit policies and procedures with the technical proposal.
- The Contractor will ensure that employees are thoroughly trained and competent to perform their assigned functions.
- The contractor shall conduct quarterly self-assessments of the data entry processing services and transmit a report with findings, recommendations and/or corrective

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actions to MSDE. The assessment tool will be jointly developed between the Contractor and MSDE. MSDE reserves the right to validate the assessment tool.

Throughout the Operational Period of this contract, the contractor shall achieve the following outcomes:

Data Entry Processing:

Outcome: A properly completed application shall be processed within thirty (30) days of the receipt date.

Measure: At least 99% of properly completed and submitted applications shall be processed within thirty (30) days of the receipt date.

Outcome: An incomplete application must be documented in the provider record and returned within thirty (30) days of receipt date.

Measure: At least 99% of incomplete applications must be documented and corrected within thirty (30) days of receipt date.

Calculating Credentialing Levels and Staff Qualifications:

Outcome: The Contractor must calculate all credential levels and staff qualifications accurately.

Measure: At least 99% of all levels are calculated correctly.

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Outcome Reports

Data Processing Management	Content:
Data Entry Processing	<ul style="list-style-type: none"> • Number of properly submitted applications received; • Number of improperly submitted applications received; • Number of properly submitted applications processed within thirty (30) days of receipt; • Number of improperly submitted applications corrected within thirty (30) days of receipt; and • Total number of applications processed.
Calculating Levels and Staff Qualifications	<ul style="list-style-type: none"> • Total number of credentials processed; • Total number of credentialed providers by levels and licensing region • Total number of credentialed family day care providers and center staff. • Total number of staff qualified; • Total number of staff qualified by region.
Organizational Structure and Personnel:	<ul style="list-style-type: none"> • Number of staff; • Number of vacancies; and • Number of applications assigned to each data entry processor.
Training and Staff Development:	<ul style="list-style-type: none"> • Details of any staff training, including attendance sheets; evaluations and revised training materials.
Quality Assurance:	<ul style="list-style-type: none"> • Outcomes & Performance Measures • Findings, recommendations, and/or corrective actions

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2.8 SUMMARY OF OFFEROR REQUIREMENTS

1. Fully describe and submit evidence of at least three years of experience in providing all services identified in this RFP.
2. Describe a detailed methodology for the overall provision and management of data entry processing core services.
3. Provide resumes of all key personnel proposed for this service including a brief description of relevant experience.
4. Describe procedures for securing criminal background checks for all staff.
5. Describe electronic imaging system used to capture, store, and access incoming documents and other documentation.
6. Describe log system to be used to capture receipt dates of applications, complaints, and other documentation and/or communication.
7. Develop a written evaluation system and process to measure performance of the applications processing and accuracy standards.
8. Develop a sample Data Entry Processing Management report containing the data requested in the Reports section of this RFP.
9. Develop and submit all policies and procedures as stated in the RFP.
10. Assurance that key personnel attend initial training presented by MSDE.

2.9 MSDE RESPONSIBILITIES

MSDE will provide the following support to the Contractor to carry out applications processing services required under this contract:

1. **Child Care Automated Tracking System (CCATS)**
MSDE will provide access to CCATS, MSDE's software application used to process all credentialing applications. Access will be provided by March 30, 2009. MSDE's CCATS project manager will be responsible for facilitating communications and problem resolution between the Contractor and the system vendor.

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- 2. Other Software Applications**
MSDE will provide connectivity to the MSDE network and other required interfaces.
- 3. Initial Training**
MSDE will provide the Contractor with initial training on Credentialing and Child Care Staff Qualification regulations, policies and procedures, and CCATS.
- 4. Credentialing and Child Care Center Regulations**
MSDE will electronically provide the Contractor with the Code of Maryland Agency Regulations 13A.14.09 and 13A.16.06. Regulations will be maintained by the Credentialing Branch and Licensing Branch.
- 5. Credentialing and Child Care Staff Qualification Documentation**
MSDE will provide the Contractor with the current electronic version of the Desk Guide and CCATS Manual. The Contractor is expected to maintain the desk guide and the manual when credentialing updates are necessary.
- 6. Credentialing and Staff Qualification Policy & Procedures**
MSDE will provide the Contractor with initial policy and system training and ongoing technical assistance including policy interpretation and policy changes.

2.10 PERSONNEL

The Contractor must provide key personnel with the following qualifications to oversee and manage the performance of the identified scope of services and the RFP project requirements.

Role & Example Position Description

2.10.1 Project Manager

The Project Manager shall have the following:

- Minimum of a Bachelor's Degree from an accredited college or University in program management or related field; and
- Minimum of three years of administrative or professional experience in program management.

The duties and responsibilities shall include, but not limited to, the following:

- Supervise, plan and organize the work of key personnel; and

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- Represent the Contractor in a liaison capacity with MSDE staff and officials of other agencies concerning contract activities.

2.10.2 Data Entry Processors

The Data Entry Processors shall be responsible to key entering data and must possess the following:

- Minimum of an Associate's Degree from an accredited college;
- Minimum three years experience performing data entry and/or clerical work; and
- Knowledge of modern office routines, electronic equipment and machines.

The duties and responsibilities shall include, but not limited to, the following:

- Learn policies and procedures related to data entry processing.
- Examine applications for accuracy and completeness.
- Conform to regulations and data entry procedures.
- Correct, update, and maintain necessary files.
- Communicate effectively.
- Establish and maintain effective working relationships.
- Effectively use telephones, calculators, and personal computers.

Additional staff may be needed to bring the work current. It is anticipated three to four processors will be needed for forty hours per week to maintain the work.

2.11 TERM OF CONTRACT

The term of the contract shall be for a base period of two years and 6 months with two one year renewal options.

2.12 PAYMENT SCHEDULE

The payments will be made upon satisfactory delivery and acceptance of services by MSDE or if applicable, upon satisfactory acceptance of deliverables and or tasks by MSDE.

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2.13 PERFORMANCE GUARANTEES AND LIQUIDATED DAMAGES

It is critical to the success of the Child Care Credential program that services be maintained in a timely manner and that the Contractor operates in an extremely reliable manner. It would be impracticable and extremely difficult to fix the actual damage sustained by the State in the event of certain delays or failures in data processing and attendance of Contractor personnel on scheduled work and provision of services to the State and child care providers served by this Contract. The State and the Contractor, therefore, presume in the event of certain such delays and failures, the amount of damage which will be sustained from a failure to perform to certain standards will be the amounts set forth in "Performance Guarantees" section for each applicable service area; and the Contractor agrees that in the event of any such failure of performance, the Contractor shall pay such amount as liquidated damages and not as a penalty. The State, at its option for amount due the State as liquidated damages, may deduct such from any money payable to the Contractor or may bill the Contractor as a separate item.

2.14 RETENTION OF RECORDS

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for three years after final payment by the State of Maryland under this Contract or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section. This provision shall survive expiration of this Contract.

2.15 COMPLIANCE WITH LAWS

The Contractor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,
- D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

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2.16 COST AND PRICE CERTIFICATION

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its bid or offer. The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its bid or offer, was inaccurate, incomplete, or not current.

2.17 CHANGE ORDERS

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

2.18 SUBSTITUTION OF PERSONNEL

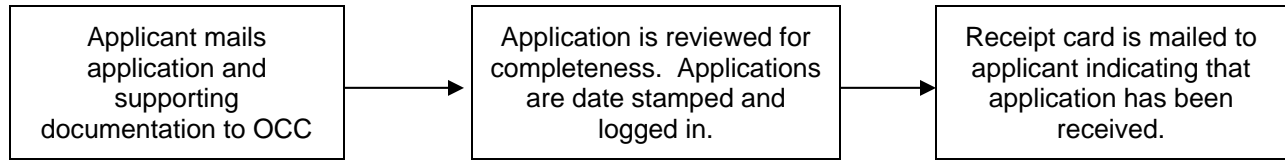
The TO Contractor shall only propose staff available at the time of the TO Proposal and that satisfy the personnel qualifications specified. In addition, the TO Contractor shall abide by the substitution of personnel requirements in the Master Contract, Section 2.11.8.

2.19 NON-PERFORMANCE OF PERSONNEL

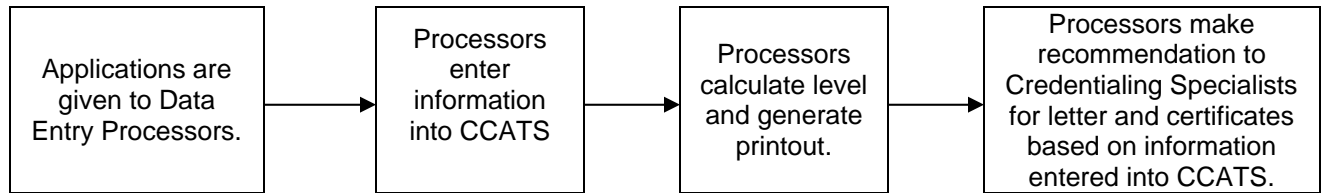
In the event that MSDE is dissatisfied with the TO Contractor's personnel for not performing to the specified standards specified in Section 2, the TO Contractor personnel may be removed at the TO Manager's discretion. Both parties will be in full communication as to the nature of the dissatisfaction and previous mitigation efforts included in Section 2.5. Replacement personnel must have qualifications equal to or greater than that of the non-performing person initially proposed and evaluated and accepted in the TO Agreement. The TO Manager will determine the amount of time the TO Contractor has to provide a replacement.

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Application Processing Overview



Data Entry Processor Role



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SECTION 3 - TASK ORDER PROPOSAL FORMAT & SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS II TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one or two possible responses: 1) a proposal and/or 2) a completed Master Contractor Feedback form submitted electronically via the CATS II web site explaining why the Master Contractor will not be submitting a proposal. The form is accessible via, your CATS II Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

3.2 FORMAT

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements of this CATS II TORFP. The TO Proposal shall provide the following:

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE:

A) Proposed Services

- 1) Requirements: A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
- 2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category.
- 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in Section 2.9.
- 3) Complete and provide at the interview, Attachment 5 – Labor Classification Personnel Resume Summary.
- 4) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.

C) MBE Participation

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

D) Subcontractors

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- 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 work assignments that the proposed personnel have completed that were similar in scope to the one defined in this TORFP. Each of the three examples, to be provided at the interview, must include a reference complete with the following:

- a) Name of organization.
- b) Name, title, and telephone number of point-of-contact for the reference.
- c) Type and duration of contract(s) supporting the reference.
- d) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
- e) Whether the proposed personnel are still providing these services and, if not, an explanation of why services are no longer provided to the client organization.

- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:

- a) The State contracting entity,
- b) A brief description of the services/goods provided,
- c) The dollar value of the contract,
- d) The term of the contract,
- e) Whether the contract was terminated prior to the specified original contract termination date,
- f) Whether any available renewal option was not exercised,
- g) The State employee contact person (name, title, telephone number and e-mail address).

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

F) State Assistance

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

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G) Confidentiality

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

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE:

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

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

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SECTION 4 - PROCEDURE FOR AWARDING A TO 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 II TORFP. In making the TO Agreement award determination, MSDE/OIT 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:

- The Master Contractor's proposed solution and understanding of the TORFP Scope of Work based on the required response in Section 3.2.1.A.1.
- Personnel experience required in Section 3.2.1.B.
- Contractor experience and expertise in providing similar services for similar technology configurations
- Contractor Staffing and Support models and references

4.3 SELECTION PROCEDURES

4.3.1 TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2.9 and quality of responses to Section 3.2.1 of the TORFP. Master Contractor proposals that fail to meet the minimum qualifications will be deemed not reasonably susceptible for award, i.e., disqualified and their proposals eliminated from further consideration.

4.3.2 TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.

4.3.3 The State will conduct interviews of all personnel proposed in each TO Proposal that meets minimum qualifications.

4.3.4 Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.

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

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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, a Non-Disclosure Agreement (TO Contractor), a Purchase Order, and by a Notice to Proceed authorized by the TO Procurement Officer.

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ATTACHMENT 1 - PRICE PROPOSAL

PRICE PROPOSAL FOR CATS TORFP # R00B9200085

Labor Categories	A	B	X	C	D
	Hourly Labor Rate	Estimated Total Hours		Approx. No. of Employees	Total TORFP Price
Period 1 (Dec. 1, 2009 – May 31, 2010)					
Data Entry Processor	\$	1040	X	4	\$
Project Manager	\$	208	X	1	\$
TOTAL YEAR 1					
Period 2 (June 1, 2010 – May 31, 2011)					
Data Entry Processor	\$	2080	X	4	\$
Project Manager	\$	416	X	1	\$
Period					
Year 3 (June 1, 2011 – May 31, 2012)					
Data Entry Processor	\$	2080	X	4	\$
Project Manager	\$	416	X	1	\$
TOTAL YEAR 3					
Renewal Option Period 1 (June 1, 2012 – May 31, 2013)					
Data Entry Processor	\$	2080	X	4	\$
Project Manager	\$	416	X	1	\$
TOTAL RENEWAL OPTION PERIOD 1					
Renewal Option Period 2 (June 1, 2013 – May 31, 2014)					
Data Entry Processor	\$	2080	X	4	\$
Project Manager	\$	416	X	1	\$
TOTAL RENEWAL OPTION PERIOD 2					
Total Evaluated Price					\$

Authorized Individual Name

Company Name

E-Mail Address

Telephone Number

Title

Company Tax ID#

Signature

Date

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

SUBMIT THIS WITH THE TECHNICAL RESPONSE

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ATTACHMENT 1 - PRICE PROPOSAL
PRICE PROPOSAL FOR CATS TORFP # R00B9200085

SUMMARY

PERIOD	TOTAL COST
Period 1	
Period 2	
Period 3	
Renewal Option Period 1	
Renewal Option Period 2	
GRAND TOTAL	

VENDOR _____ FIN _____

ADDRESS _____

Telephone _____ Fax _____

Email _____

SBR # _____

Are you a MBE? ___ YES ___ NO If yes, please enter certification # _____

Authorized Name _____ Title _____

Signature _____ Date _____

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TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING
REQUIREMENTS
CATS TORFP # R00B9200085

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.

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.

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.

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.

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.

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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. R00B9200085, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 35 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.

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.

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.

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.

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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.

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

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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 R00P	
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: _____

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

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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	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

SUBMIT AS A .PDF FILE WITH TO RESPONSE

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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 # R00B9200085, I state the following:

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

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

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

- Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.

(DESCRIBE EFFORTS)

- This project does not involve bonding requirements.

- Offeror did/did not attend the pre-proposal conference

- No pre-proposal conference was held.

_____	By:	_____
Offeror Name		Name
_____		_____
Address		Title

		Date

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

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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. _____, it and _____,
(Subcontractor Name)

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

(Describe work to be performed by MBE):

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

By:

By:

Prime Contractor Signature

Subcontractor Signature

Name

Name

Title

Title

Date

Date

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

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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 #R00P 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:

Maryland State Department of Education 200 West Baltimore Street Baltimore, MD 21201 arobinson@msde.state.md.us	ALLAN ROBINSON, PROCUREMENT OFFICER Maryland State Department of Education 200 West Baltimore Street Baltimore, MD 21201 arobinson@msde.state.md.us
--	---

Signature: _____

Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

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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 #R00P 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:		
Maryland State Department of Education 200 West Baltimore Street Baltimore, MD 21201 arobinson@msde.state.md.us	ALLAN ROBINSON, PROCUREMENT OFFICER Maryland State Department of Education 200 West Baltimore Street Baltimore, MD 21201 arobinson@msde.state.md.us	

Signature: _____

Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

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ATTACHMENT 3 - TASK ORDER AGREEMENT
CATS TORFP# R00P_____ OF MASTER CONTRACT #060B9800035

This Task Order Agreement (“TO Agreement”) is made this **day** of **Month**, 2009 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:

2. Definitions. In this TO Agreement, the following words have the meanings indicated:

- a. “Agency” means the **TO Requesting Agency**, as identified in the CATS TORFP # **ADPICS PO**.
- b. “CATS TORFP” means the Task Order Request for Proposals # **ADPICS PO**, dated **MONTH DAY, YEAR**, including any addenda.
- c. “Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and **TO Contractor** dated December 19, 2005.
- d. “TO Procurement Officer” means **TO Procurement Officer**. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
- e. “TO Agreement” means this signed TO Agreement between **TO Requesting Agency** and **TO Contractor**.
- f. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is _____ and whose principal office in Maryland is _____.
- g. “TO Manager” means **TO Manager** of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
- h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated **date of TO Proposal – Technical**.
- i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated **date of TO Proposal - Financial**.
- j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.

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Scope of Work

- 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.

- 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Agreement,
 - b. Exhibit A – CATS TORFP
 - c. Exhibit B – TO Proposal-Technical
 - d. Exhibit C – TO Proposal-Financial

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

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**.

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Consideration and Payment

- 2.4 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.
- 2.5 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.
- 2.6 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.
- 2.7 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, TO Requesting Agency

By: TO Procurement Officer Date

Witness: _____

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ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

"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.

"Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or sub-consultant 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.

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.

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):

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

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**ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME
SUMMARY INSTRUCTIONS:**

3. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B9800035

Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS TORFP process.

For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. This summary is required at the time of the interview.

For example: If you propose John Smith, who is your subcontractor, and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as three months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement; in this case, three months.

Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.

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.

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.

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**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

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**ATTACHMENT 6 – DIRECTIONS TO THE PRE - PROPOSAL
CONFERENCE**

The Pre-Proposal Conference will be held THURSDAY, OCTOBER 22, 2009 @ 10:00 AM

Maryland State Department of Education
Nancy S. Grasmick State Education Building
8th Floor, Conference Room 3
200 West Baltimore Street, Baltimore, MD 21201
See Attachment 6 for directions.

From Interstate 95 (Washington, D. C.)

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

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

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

From Annapolis – Route 50

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

From the Baltimore-Washington Parkway (Route 295)

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

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ATTACHMENT 7 – 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 #R00P##### for Credentialing Program Data Entry Processing TORFP. 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 Dorothy Richburg, MSDE 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

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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: _____

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ATTACHMENT 8 – 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 MSDE (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 EIS Operations and Maintenance Support TORFP No. R00P_____ 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.

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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.

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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

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ATTACHMENT 9 – TO CONTRACTOR SELF-REPORTING CHECKLIST

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

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

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<p>B) Did the Master Contractor request each personnel substitution in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>D) Was the substitute approved by the agency in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
Section 4 – MBE Participation
<p>A) What is the MBE goal as a percentage of the TO value? (If there is no MBE goal, skip to Section 5) _____ %</p>
<p>B) Are MBE reports D-5 and D-6 submitted monthly? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO) _____ % (Example - \$3,000 was paid to date to the MBE sub-contractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% (3,000 ÷ 10,000 = 0.30))</p>
<p>D) Is this consistent with the planned MBE percentage at this stage of the project? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>E) Has the Master Contractor expressed difficulty with meeting the MBE goal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, explain the circumstances and any planned corrective actions) _____</p>
Section 5 – TO Change Management
<p>A) Is there a written change management procedure applicable to this TO? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>B) Does the change management procedure include the following?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for change description, justification, and sign-off</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements)</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)</p>

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C) Have any change orders been executed?

Yes No

(If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)

D) Is the change management procedure being followed?

Yes No (If no, explain why) _____

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EXHIBIT A - ACCESS

**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
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____