



**Consulting and Technical Services II (CATS II)
TASK ORDER REQUEST FOR PROPOSALS (TORFP)**

**EDUCATOR INFORMATION SYSTEM (EIS)
OPERATIONS & MAINTENANCE**

CATS II TORFP # R00B9200105

**MARYLAND STATE DEPARTMENT OF EDUCATION
(MSDE)**

**OFFICE OF INFORMATION TECHNOLOGY (OIT)
AND
DIVISION OF CERTIFICATION AND ACCREDITATION**

ISSUE DATE: AUGUST 2, 2011

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KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services II (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 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. Master Contractors choosing not to submit a proposal must submit a Master Contractor Feedback form. The form is accessible via your CATS II 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 and subsequent Master Contract Project Number 060B9800035, including any amendments.

TORFP NAME:	EDUCATOR INFORMATION SYSTEM OPERATIONS AND MAINTENANCE SUPPORT
FUNCTIONAL AREA:	Functional Area 5 SOFTWARE ENGINEERING
TORFP ISSUE DATE:	TUESDAY, AUGUST 2, 2011
Closing Date and Time:	FRIDAY, SEPTEMBER 16, 2011 NO LATER THAN 2:00 PM EST
TORFP Issuing Office:	Maryland State Department of Education Office of Information Technology
Questions and Proposals are to be sent to:	Dorothy M. Richburg drichburg@msde.state.md.us
TO Procurement Officer	Dorothy M. Richburg Office Phone: 410-767-0628 Office Fax: 410-333-2017
TO Manager:	Jean Satterfield, Assistant State Superintendent Office Phone: 410-767-0385; Fax: 410-333-8963
Project Number:	R00B9200105
TO Type:	Time and Materials (T&M)
Period of Performance:	2 Year Base Period and One 12 Month Option Renewal Period (Not to Exceed May 31, 2014)
MBE Goal:	35 percent
Small Business Reserve (SBR):	No
Primary Place of Performance:	Maryland State Department of Education 200 W. Baltimore Street Baltimore, MD 21201
State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:	Off-Site at TO Contractor Facility with On-Site Support as needed at MSDE.
TO Pre-Proposal Conference:	Nancy S. Grasmick Education Building Maryland State Department of Education 200 W. Baltimore Street, 8 th , CR 1 Baltimore, MD 21201 Friday, August 19, 2011 @ 10:00 AM See Attachment 6 for Directions

NOTICE TO MASTER CONTRACTORS

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

TORFP Title: EDUCATOR INFORMATION SYSTEM (EIS)
TORFP No.: R00B9200105

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

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

Remarks:

Master Contractor Name: _____ Date: _____

Contact Person: _____ Phone _____ email _____

**EDUCATOR INFORMATION SYSTEM (EIS)
TORFP #R00B9200105**

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

NAME OF COMPANY:

ADDRESS OF COMPANY:

FAX NUMBER:

E-MAIL ADDRESS:

EXPECTED NUMBER OF ATTENDEES:

NAME OF PRIMARY CONTACT FOR

PURPOSES OF SENDING INFORMATION:

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

Maryland State Department of Education
Attention: Dorothy M. Richburg
Procurement Officer
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 (circle one)

___ Other (specify)

Do you wish to receive solicitations for similar/other projects in the future? ___ Yes ___ No

Signature _____ Company Name _____

Date _____ Telephone No. _____

Insert RFP# _____ Fax No. _____

Are you a member of the Small Business Reserve Program? _____ Yes _____ No

Are you a MBE Yes _____ No _____

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement (TOA) scope issues, and for authorizing any changes to the TOA.

The TO Manager has the primary responsibility for the management of the work performed under the TOA; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS II 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 TOA, 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 date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #R00B9200105. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP #R00B9200105 Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP #R00B9200105 Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 2 - MBE Forms D-1 and D-2
- Attachment 4 - Conflict of Interest and Disclosure Affidavit
- Attachment 5 – Labor Classification Personnel Resume Summary
- Attachment 10 – Living Wage Affidavit of Agreement

1.4 ORAL PRESENTATIONS/INTERVIEWS

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

1.5 MINORITY BUSINESS ENTERPRISE (MBE)

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

1.6 CONFLICT OF INTEREST

The TO Contractor awarded the TOA shall provide IT 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 w. Baltimore Street. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement 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 TOA in order to fulfill the requirements of the TOA. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement in the form of Attachment 7.

1.8 LIMITATION OF LIABILITY CEILING

Pursuant to Section 27 (C) of the CATS II Master Contract, the limitation of liability per claim under this TORFP shall not exceed the total TOA amount.

1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

Department of Information Technology (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 9 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.

SECTION 2 – SCOPE OF WORK

2.1 PURPOSE

The MSDE is issuing this CATS II TORFP to obtain technical services to provide Operations and Maintenance (O&M) support for the EIS application environment.

The EIS is critical to the efficient processing of educator certification and other related functions within the State of Maryland. Federal legislation, as well as the General Assembly, continues to place additional demands on the MSDE to provide data regarding the certification of Maryland educators, their educator preparation, and their continuing professional development.

2.2 REQUESTING AGENCY INFORMATION

The MSDE exemplifies energetic leadership and innovative products and services to improve public education, library services, and rehabilitation services.

Organizational Principles

- We provide quality products and services to all customers.
- We embrace the mission of the department as the basis for our program and professional objectives.
- We believe in our obligation to be accountable to our customers and to use public resources effectively.
- We believe people are our greatest resource and are committed to their growth and development.
- We believe cultural diversity, mutual trust, respect, open communication, and celebration of achievements are essential to a productive organization.

2.3 MANAGEMENT ROLES AND RESPONSIBILITIES

The following defines State and TO Contractor management roles and responsibilities. Actual O&M duties and responsibilities performed by TO Contractor personnel under the TO are detailed below in Section 2.6.1.

Role	Resource	Responsibilities
MSDE Executive Sponsor/ Certification – TO MANAGER	MSDE	<ul style="list-style-type: none"> ▪ Executive Stakeholder ▪ Top decision maker/overall approver ▪ Set priorities/direction – high level (decision maker if conflicts of priorities occur) ▪ Point of Escalation for all conflicts, issues, priorities ▪ Will be actively engaged in Project meeting ▪ Responsible for supporting risk mitigation ▪ Responsible for Change Orders ▪ Ensure MSDE resources perform system testing and quality assurance ▪ Approving Invoices for Contractor work ▪ Responsible for supporting risk mitigation ▪ (CIO) Owner of the Technology solution(s) – decision maker ▪ Overall project oversight and tracking (issues, enhancements, releases) ▪ Overall project communications/ Proactively disseminate project information ▪ Approver of all materials
MSDE Executive Sponsor/ CIO		

		<ul style="list-style-type: none"> ▪ Facilitate meetings ▪ Oversee risk/issue management process ▪ Oversee change management and deliverable acceptance processes • Manage the overall schedule to ensure work is assigned and completed on time ▪ Oversee Vendor engagement – sign timesheets
Task Coordinator	Contractor	<ul style="list-style-type: none"> ▪ Log and track all Tasks (and issues) for BOTH Production and Test environments ▪ Coordinate with task resolution activities ▪ Prioritize work (issues, release) – based on direction from Business owners ▪ Approve tasks/work for resolution ▪ Coordinate/ensure all changes (issue fixes, enhancements, releases) are tested and approved ▪ Coordinate implementation of changes into production (with Customers, OIT)
MSDE/OIT Manager	MSDE	<ul style="list-style-type: none"> ▪ Oversee MSDE technical resources and assignments – coordinate the work with OIT staff ▪ Provide MSDE Technical requirements and guidelines ▪ Review project materials (design/technical) ▪ Provider technical support for issue resolution
MSDE/Procurement/ MBE Administrator	MSDE	<ul style="list-style-type: none"> • Attend meetings and review status reports to ensure MBE requirements are being met
Contractor Program Manager	Contractor	<ul style="list-style-type: none"> • Provide strategic direction for contractor team • Point of escalation • Establish and evaluate development policies, methodologies, and procedures • Define and collect metrics for project development progress and quality of deliverables • Resolve escalated Project Issues
Contractor Project Manager	Contractor	<ul style="list-style-type: none"> • Manage the overall schedule to ensure work is assigned and completed on time • Identify, track, manage and resolve project issues • Proactively disseminate project information to all stakeholders • Identify, manage and mitigate project risk • Identify critical paths • Provide technical solutions and ensure that the solution is of acceptable quality <ul style="list-style-type: none"> ▪ Provide official documentation deliverables ▪ Provide technical deliverables ▪ Overall vendor communications ▪ Provide vendor status report ▪ Communicate issues and risks ▪ Oversee Vendor engagement ▪ Provide weekly status report

2.4 SYSTEM BACKGROUND AND DESCRIPTION

The Division of Certification and Accreditation (C&A) at MSDE is the business stakeholder responsible for the EIS. The system was implemented over several releases from 2004 through 2007 and is now in an ongoing sustainment mode for O&M. There are approximately 125 licensed users with direct access from either inside MSDE or from the twenty-four (24) local school systems. The EIS external web portal is

accessible to Maryland educators for online applications, fee payment, status checks, and downloading their educator certificates. EIS has significantly reduced reliance on paper documentation, shifting to workflow automation and the use of digital document storage and retrieval.

The EIS is based on Microsoft Customer Relationship Management (CRM) 3.0+ and includes interfaces for electronic receipt of test scores, verification of criminal history background checks, e-payment, and e-transcript request/delivery.

Since the launch of the EIS portal, educators have the ability to check certification status, update information, request renewals, pay fees online, and download their respective certificates via the internet. The overall population of educator records in the EIS database is approximately 250,000 educator records.

The Educator Information System is a custom-built solution for tracking all aspects of educator certification in Maryland, built upon Microsoft CRM 3.0+ and system technology from Ascentium Systems (now Avanade, a subsidiary of Accenture). System components include:

- Microsoft CRM which relies upon the following technologies and components:
 - Microsoft Windows Server 2003
 - Microsoft Active Directory
 - Microsoft SQL Server 2005
 - Internet Information Services
 - Internet Explorer
 - Microsoft Exchange 2003
 - Microsoft BIZ talk Server

Customizations include:

- Customization to Microsoft CRM to support Educator Certification processing
- Custom applications delivered adjacent to and within Microsoft CRM
- Custom database to maintain the data for the custom applications
- Custom database maintenance packages in the form of SQL DTS packages
- Custom Reports, delivered through Microsoft SQL Reporting Services
- Integration with Pay Pal Pro (VeriSign).
- Integration with Criminal Justice Information System (CJIS) Integration with Transcript upload systems (SPEEDE format)

Scanning technologies are currently being used which require extensive integration with a high cost to support solution using Kofax Ascent and the components listed below:

- Ascent Server
- Ascent clients
- Ascent Capture Internet Server (ACIS)
- Ascent Capture Server Service (for use by ACIS).
- Custom Ascent batch classes, documents types, and other configurations.

2.6 REQUIREMENTS/SCOPE OF SERVICE This TORFP is for O&M support services based on a time and materials (T&M) basis up to the hours defined in Attachment 1 - PRICE PROPOSAL – EIS Operations and Maintenance.

MSDE is seeking fully loaded hourly rates for time and materials services for experienced offsite/onsite staff support of the EIS system on an as needed basis.

The resulting Contract from this TORFP will be an Indefinite Demand Indefinite Quantity (IDIQ) Time and Materials (T&M) Labor Price Contract (as defined in COMAR 21.06.03) subject to the Contract ceiling amount that shall not be exceeded without the necessary Contract Modifications or Change Order (CO) approval requirements.

All resulting work shall be provided via Work Orders (WO), issued by MSDE, and will be provided on a time basis. Limited onsite programming presence may be required for WO turnover when deemed necessary by the MSDE and Contractor Project Managers.

The price per WO shall be based on direct labor hours expended at the fully loaded hourly rates. The labor rates for the labor category shall be the fully loaded hourly rate that includes all direct, indirect costs, general and administrative, and profit for the Contractor. Contractor resource management, invoicing, and progress reporting activities shall be included in the fully loaded rate.

This attachment details the yearly estimated O&M allocation in hours. Included in this section are the hourly rates per job classification should additional hours be required.

The Maryland Department of Education reserves the unilateral option to renew the Contract for one twelve month renewal option subject to State appropriations not exceed May 31, 2014.

Work will be defined and approved in accordance with the WO, and the Contractor shall not proceed with any work until after a WO is approved in accordance with the policies and procedures defined in this TORFP.

Contractor travel expenses are reimbursable only if travel is directed by the WO and beyond a 50 mile radius from the MSDE headquarters located in downtown Baltimore at 200 West Baltimore St Baltimore MD 21201. The Contractor is not responsible for maintenance of MSDE hardware or Server and Desktop Operating System.

The WOs will be defined to support the following activities:

1. Maintain existing Production operations and system availability. MSDE requires that the TO Contractor deploy and fully conduct end-to-end testing prior to releasing program code to the Production environment. The TO Contractor will deploy updated program code to the EIS Test environment where MSDE will conduct User Acceptance Testing prior to deploying to the Production environment. MSDE expects that the TO Contractor will also perform regression testing to identify new issues introduced as a result of code changes, and to take all actions necessary to ensure continuity of services for the EIS system.
2. Technical upgrades to system technology. EIS is built on Microsoft CRM software in conjunction with an SQL Server 2005 database backend. Technical upgrades and patches to the underlying software architecture will be required over time.
3. Implement maintenance improvements to support business workflows and needs. This support will include technical changes to the EIS system in conjunction with Maryland State Department of Education Office of Information Technology (OIT) technical infrastructure changes.
4. Support sustainment changes to capitalize on the processing power and business intelligence provided by the EIS system.
5. Resolve Production issues/defects that may arise due to expanding processing activities and user community feedback.
6. Support advanced data mining support to access EIS data and provide reports for the Office of the Governor, legislators, etc.
7. Support for legislative changes and requirements.

8. Provide knowledge transfer to other support entities to ensure detailed understanding of system components necessary for business continuity. Knowledge transfer may require the TO Contractor to provide application source code and documentation, and to provide written update on the status of deliverables, technical and/or business issues, concerns, and risks. ERWIN compatible Data Models, Schema and data dictionary should be provided by the vendor.
9. Support Race to the Top project initiatives in a limited capacity to provide expansion support as it relates to the new infrastructure environment.

2.6.1 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

At a minimum, the work to be accomplished by TO Contractor personnel under this TORFP shall consist of the following:

- A) Non-Recurring Duties – Are WO based and performed on Time & Materials
 - Initial knowledge transfer to the TO Contractor
 - Technical upgrades to MS CRM, SQL, other
 - Problem resolution of production issues including changes to programming and/or data fixes
 - Support for implementing legislative mandates through enhancements*
 - Small system enhancements*
 - Maintain task information including progress and estimates within the task tracking tool (SharePoint)

These unique duties will be performed on a time and materials WO basis as needed. Characteristics of a WO process would include:

- Written requests from the TO Contractor describing the work
- To Contractor providing estimated hours
- Agency approval to start each work order
- A process for approving additional hours if necessary after the work starts
- User acceptance testing by the agency prior to work order completion
- A tracking system – SHAREPOINT which is managed at MSDE

*WOs for enhancements require at least minimal SDLC documentation to address design, development, testing, and implementation steps to control scope, cost, and time, i.e., pre-approved requirements, milestone schedule, and testing and fault remediation processes. Enhancements may be performed as time and materials work orders and will be communicated to the TO Contractor as part of WO turnover. WO process will follow processes defined in Section 2.6.8.

2.6.2 WORK HOURS

- A) The TO Contractors assigned resources should be available to provide support to MSDE based on the Service Level Agreement (SLA) below. Support shall be provided remotely and will typically occur between the hours of 8:00 AM through 5 PM, Monday through Friday except for State holidays.
- B) Services may also involve some evening and/or weekend hours performing planned system upgrades in addition to core business-day hours. .

2.6.3 SERVICE LEVEL AGREEMENT (SLA)

Based on the severity of an issue, the TO Contractor shall provide written and/or verbal communications regarding issue status and resolution, and provide the necessary level of support as specified in this SLA Monday through Friday from 8:00 AM to 5:00 PM Eastern Standard time. Issues will be triaged as follows:

Urgent (system outage or critical functionality inaccessible): Response within one hour of initial contact

High (portions of the system inaccessible): Response within four hours of initial contact

Normal: Response within one (1) business day (8 business hours between 8am-5pm Monday – Friday excluding State holidays) of initial contact

The hourly rate shall be reduced by \$10 per hour for each hour of delay of the SLA for the work activities associated to the WO that was not addressed within the SLA.

2.6.4 PERFORMANCE EVALUATION

TO Contractor personnel will be evaluated by the TO Manager on a quarterly basis for each assignment performed during that period. The established performance evaluation and standards are:

- Meeting of SLA (expectation of being met 100% of time)
- Volume of defects associated to work orders (expectation of 0 defects found during UAT 80% of the time)

Performance issues identified by the agency are subject to the mitigation process described in Section 2.6.5 below.

2.6.5 PERFORMANCE PROBLEM MITIGATION

In the event the agency is not satisfied with the performance of TO Contractor personnel, the mitigation process is as follows. The TO Manager will notify the TO Contractor in writing describing the problem and delineating remediation requirements. The TO Contractor will have three (3) business days to respond with a written remediation plan. The plan will be implemented immediately upon acceptance by the TO Manager. Should performance issues persist, the TO Manager may give written notice or request immediate removal of the individual whose performance is at issue and replacement of the resource within two calendar weeks.

2.6.6 SUBSTITUTION OF PERSONNEL

The substitution of personnel procedures is as follows. The TO Contractor may not substitute personnel without the prior approval of the agency. To replace any personnel, the TO Contractor shall submit resumes of the proposed personnel specifying their intended approved labor category. All proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel and must be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.

In the event that the Maryland State Department of Education is not satisfied with the performance of a staff member from the contractor, the MSDE TO Manager will notify the TO Contractor in writing describing the problem and delineating remediation requirements. The TO Contractor will have three (3) business days to respond with a written remediation plan. The plan will be implemented immediately upon acceptance by the MSDE TO Manager. Should performance issues persist, the MSDE TO Manager may give written notice or request immediate removal of the individual whose performance is at issue.

2.6.7 HARDWARE, SOFTWARE, AND MATERIALS

MSDE is responsible for procuring and maintaining all hardware associated to EIS. The TO Contractor may be assigned a WO to provide guidance.

Technical Proposal Response Required: Hardware and Software

MSDE currently supports both a Production and Test environment configuration. The Development environment is hosted by the current Contractor at their physical location. The Technical Proposal shall include details as to the Development environment requirements for the Offeror should they be awarded this Contract. Specifically, does the Offeror already support MS CRM applications such that they have the resources to host the Development environment at their location or must MSDE provide a full or partial Development environment? A hybrid configuration of some components at MSDE and some at the Offeror's office is also an option. All technology components defined in the architecture diagram should be addressed in the Offeror's response.

2.6.8 WORK ORDER (WO) PROCESS

Services shall be provided via a WO process using the pre-approved fully loaded labor rates applicable to their labor categories:

- a) The TO Manager shall e-mail a WO request to the TO Contractor to provide services. The request may include:
 - technical requirements and description of the services needed;
 - performance objectives and /or deliverables, as may be applicable;
 - due date and time for submitting a response to the request;
 - performance testing period;
 - other specific information as requested from the TO Contractor.

- b) The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
 - a response that details the TO Contractor's understanding of the work;
 - a description of the proposed work plan in narrative format including time schedules, and if required a Work Breakdown Structure (WBS) chart. This description shall include a schedule of resource and related tasks, including an explanation of how tasks will be completed.
 - Identification of those activities or phases that can be completed independently or simultaneously versus those that must be completed before another activity or phase can commence.
 - Required place(s) where work must be performed;
 - State-furnished information, work site, and/or access to equipment, facilities, or personnel;
 - The personnel resources and estimated hours to complete the task.
 - Note any materials and the cost or the estimated costs (if the situation absolutely requires an estimate versus an actual cost at the time).

- c) The TO Manager will review the response and will either approve the work and provide a NTP, or contact the TO Contractor to obtain additional information, clarification or revision to the work. If satisfied, the TO Manager will then provide the NTP.

2.7 DELIVERABLES

The table below describes TO deliverables and corresponding acceptance criteria. Additional WO deliverables will be defined as part of WO process including applicable SDLC deliverables. Follow the guidance further below:

Deliverables	Acceptance Criteria
Deliverable A: O&M Activity Bi-Weekly Report	Bi-weekly, by COB on Friday;; <ul style="list-style-type: none"> • Budget tracking • Tasks accomplished that are not reflected in SharePoint • Tasks planned for the next reporting period • Issues, risks, action items
Deliverable B: Modified software, configurations, and data fixes that: <ul style="list-style-type: none"> • Meets all technical, business, and scheduling requirements • Is defined and constrained by the approved scope of work for work orders • Is tested and accepted by MSDE Project Manager 	Changes that are deployed first to the EIS Test environment and upon User Acceptance into the EIS Production environment. Deliverables must: <ol style="list-style-type: none"> 1. Must be tested by the TO contractor and deemed ready for User Acceptance. 2. Address the item in the work order 3. Have no negative impact to other functionality in EIS. 4. Does not inhibit system availability based on new code deployed, NOR breaks previously approved and working system functionality
Deliverable C: Erwin Compatible system Data model, Schema and Data Dictionaries	This will be delivered before any changes, modifications or enhancements to the current system

The main deliverables for O&M are work performance and regular activity reports. Deliverables that fail to meet acceptable quality and timeliness guidelines are subject to the following remediation activities:

- Rate reduction for missing SLA
- TO Contractor personnel replacement for repeated failures by a resource in meeting deliverable timelines and/or quality
- Contract termination should the TO Contractor fail to address issues in a timely and efficient manner.

Acceptance criteria for work performance are based on standard job performance elements including:

- Completing requested changes on time
- Adherence to procedures and policies
- Communication (oral, written, interaction with co-workers)
- Work completion with minimal errors
- System availability

Acceptance criteria for activity reports and other tangible deliverables are based on accuracy, timeliness, clarity, and usefulness. Activity reports should be due on a regular basis (i.e., weekly, bi-weekly, or monthly) as determined by the TO Manager. Activity reports should contain at a minimum:

- Date submitted
- TO title and number
- Agency name and contact information (TO Manager)
- TO Contractor name and contact information
- Work performance month and year
- Non-recurring (work order based) tasks completed during the month (See Section 2.6.1 B)
- Status of open work order
- Hours per task and total hours

- Status of any associated deliverables
- Outstanding issues and resolution status
- Tasks planned for the subsequent period

2.8 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. The following policies, guidelines and methodologies can be found at <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx> under “Policies and Guidance.” These may include, but are not limited to:

- The State’s System Development Life Cycle (SDLC) methodology
- The State Information Technology Security Policy and Standards
- The State of Maryland Enterprise Architecture.

2.9 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory. The Master Contractor’s personnel must demonstrate expertise in the following:

- Providing O&M support on a technology platform very similar to that of the EIS
- “Corporate Capability” by clearly documenting the existence of adequate facilities or procedures for obtaining those facilities and competent personnel to successfully complete this TORFP. All work performed for this project must be performed in the Continental US. No work can be performed or outsourced to resources located outside of the Continental U.S.
- Minimum of five (5) years of proven experience working with Microsoft CRM and related technologies
- Prior experience in working with projects of similar magnitude

Each resource must meet **all of the qualifications** as defined in the Labor Category for which they are identified.

The Offeror must submit individual resumes for the personnel to be assigned to the project and indicate the role or assignment that each individual is to have in the project. All positions and qualifications should be in conformance with the Labor Categories as defined in **this TORFP.**

The Offeror must provide two current references for each named resource including the name of the organization, point of contact, title and telephone number where the resource has provided similar O&M or technical support services. The State shall have the right to contact any other references of its choosing as part of the evaluation and selection process.

The identified resources must be able to provide a breadth of knowledge covering all of the following technical skills.

2.9.1 LABOR CATEGORIES

The following job classifications (per CATS II) are identified in support of O&M for the production support activities of the EIS system environment.

Labor Category	Description of Support (CATS II + Updates for EIS Specific Technologies and skill sets)
2	Title: Contractor Project Manager

Labor Category	Description of Support (CATS II + Updates for EIS Specific Technologies and skill sets)
	<p>Duties: The Project Manager is assigned the management of a specific project and the work performed under assigned WOs. Performs day-to-day management of the project, identifies issues and risks and recommends possible issue and risk mitigation strategies associated with the project. Acts as a facilitator between a State agency and TO Contractor. Is responsible for ensuring that work performed under TOs is within scope, consistent with requirements, and delivered on time and on budget. Identifies critical paths, tasks, dates, testing, and acceptance criteria. Provides solutions to improve efficiency (e.g., reduce costs while maintaining or improving performance levels). Monitors issues and provides resolutions for up-to-date status reports. Demonstrates excellent writing and oral communications skills.</p> <p>Education: Bachelor's Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related discipline. PMP credential Preferred.</p> <p>General Experience: At least five (5) years of experience in project management.</p> <p>Specialized Experience: At least five (5) years of experience in managing IT related software development projects and must demonstrate a leadership role in at least three successful projects that were delivered on time and on budget. Experience with Microsoft CRM technologies.</p>
59	<p>Title: Internet/Intranet Site Developer Senior</p> <p>Duties: Must be able to translate applications requirements into the design of complex web sites, including integrating web pages and applications. Must be able to apply new and emerging technologies to the site development process.</p> <p>Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or six (6) years of equivalent experience in a related field.</p> <p>General Experience: Must have six (6) years of web development experience using current Web development and graphic tools, as well as, Web Server and database administration.</p> <p>Specialized Experience: At least five (5) years of experience designing, developing and deploying Web sites and/or Web applications, including product selection, configuration, installation, maintenance, and site specific Web development languages and relational databases. Must have at least four (4) years development on MS CRM 3.0 or greater (must be referenceable experience outside of training and certifications)</p>
10	<p>Title: Applications Programmer</p> <p>Duties: Analyzes functional business applications and design specifications for functional areas such as finance, accounting, personnel, manpower, logistics, and contracts. Develops block diagrams and logic flowcharts. Translates detailed design into computer software. Tests, debugs, and refines the computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Enhances software to reduce operating time or improve efficiency. Provides technical direction to programmers as required to ensure program deadlines are met.</p> <p>Education: A Bachelor's Degree from an accredited college or university with a major in</p>

Labor Category	Description of Support (CATS II + Updates for EIS Specific Technologies and skill sets)
	<p>Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field.</p> <p>General Experience: Must have five (5) years of computer experience in information systems design.</p> <p>Specialized Experience: At least three (3) years of experience as an application programmer on large-scale IT projects, knowledge of computer equipment, and ability to develop complex software to satisfy design objectives.</p> <p>At least three (3) years of experience developing applications using advanced technologies, such as Internet protocols or web-based technology. Technologies include HTML, CGI applications, PERL or Javascript, and Java. Must have at least three (3) years development on MS CRM 3.0 or greater (must be referenceable experience outside of training and certifications)</p> <p>Must have at least three (3) years experience with SQL/SQL Server 2005 (or greater) in support of data/database analysis and data fix requirements.</p>

2.10 TO CONTRACTOR EXPERTISE REQUIRED

The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The Offeror shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services.

This procurement is for specific technical support resources based on a time and materials (T&M) basis. The Offeror and their proposed staff shall present a high level of professional expertise as defined by:

1. Offeror shall provide MSDE direct access to systems representing these skills during the vendor selection process if so requested (i.e. must be able to demonstrate).
2. The Offeror's proposed staff must demonstrate a level of expertise in providing O&M support services on a Microsoft CRM or similar technology platform to that of the EIS system platform as outlined in this TORFP.
3. The Offeror must provide one named resource (primary) for each of the Labor Categories listed below. Each resource will be vetted based on the following criteria:
 - Candidate's Resume
 - 2 references for work performed of similar scope and magnitude
 - Interview with MSDE to occur during the evaluation process
 - Meeting of the Labor Category requirements (labor categories have been updated in this TORFP)
4. The Offeror must demonstrated ability to apply new and emerging technologies to the site development process
5. The Offeror must demonstrated ability to translate applications requirements into web-based solutions using available technology

2.11 INVOICE SUBMISSION

Invoices will be submitted by the TO Contractor on a monthly basis on the first business day of each month for all work authorized and completed in the previous month. The TO Contractor will attach the *O&M Activity Report* with each corresponding invoice. Invoices must be submitted by the 15th of each month or be held until the following month. Invoices submitted more than 30 calendar days late, will be reduced by 10% and will continue to be reduced every subsequent 30 calendar days until submitted.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS II Master Contract. Proper invoices for payment shall contain the TO Contractor's Federal Employer Identification Number (FEIN), as well as the information described below, and must be submitted to the TO Manager for payment approval.

2.11.1 INVOICE FORMAT

- A) A proper invoice shall identify MSDE C&A as the requesting agency *O&M Activity Report*, labor category, associated TOA number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees, including detail of work hours) submitted for payment to MSDE at the following address:

Original and one copy to the:
Accounts Payable Section
Maryland State Department of Education
200 West Baltimore Street
Baltimore, Maryland 21201

And one copy to:
Jean Satterfield, Division of Certification and Accreditation
Maryland State Department of Education
200 West Baltimore Street
Baltimore, MD 21201

- C) Proper invoices for final payment shall be clearly marked as "FINAL" and submitted when all work requirements have been completed and no further charges are to be incurred under the TOA. In no event shall any invoice be submitted later than 60 calendar days from the TOA termination date. Any such invoice will be rejected and not subject for payment.

2.11.2 MBE PARTICIPATION REPORTS

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS II Master Contract by the 15th day of each month. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to MSDE at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to MSDE. MSDE will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Procurement Officer and TO Manager.

SECTION 3 - TO PROPOSAL FORMAT AND 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 of two (2) possible responses: 1) a proposal; or 2) a completed Master Contractor Feedback form. The feedback form helps the State understand for future contract development why Master Contractors did not submit proposals. 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.
- 3) Risk Assessment: an assessment of any risks inherent in the work requirements and actions to mitigate the Technical Proposal.
- 4) Proposed Solution: A description of the Master's Contractor's proposed solution to accomplish the specified work requirements. This must specify how the contractor will fulfill the MBE requirement and meet SLAs.
- 5) Proposed tools: A description of all proposed tools that will be used to facilitate the work.
- 6) Acceptance Criteria: Statement acknowledging the master's Contractor understands of the acceptance criteria.
- 7) Knowledge Transfer Plan
- 8) Hardware and software available at the Contractor site
- 9) Collaboration Tool(s) and support processes

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category. The resume should highlight the proposed personnel' applicable responsibilities and accomplishments as they relate to the requirements from this TORFP.
- 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in Section 2.9.
- 3) Complete and provide with technical proposal, 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 TOA.

C) MBE Participation

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

D) Subcontractors

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

E) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of 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.

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 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) 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 fully loaded and not to exceed the rates defined in the Master Contract.

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 TOA award determination, MSDE 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.

- TO Contractors' understanding of the services being requested
- Contractor experience and expertise in providing similar services for similar technology configurations
- Contractor Staffing and Support models and references

4.3 SELECTION PROCEDURES

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.

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

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

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

4.3.4 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.

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.

**ATTACHMENT 1 - PRICE PROPOSAL
PRICE PROPOSAL FOR CATS II TORFP # R00B9200105**

Labor Categories	A Hourly Labor Rate	B Total Est. Hours	C Total TORFP Price
Year 1 (NTP – June 30, 2012)			
(Labor Cat 59) Internet/Intranet Site Developer Senior	\$	250	\$
(Labor Cat 10) Applications Programmer	\$	250	\$
(Labor Cat 2) Project Manager	\$	75	\$
Year 1			
Year 2 (July 1, 2012 – June 30, 2013)			
(Labor Cat 59) Internet/Intranet Site Developer Senior	\$	250	\$
(Labor Cat 10) Applications Programmer	\$	250	\$
(Labor Cat 2) Project Manager	\$	75	\$
Year 2			
Option Period (12 Months) (July 1, 2013 - May 31, 2014)			
(Labor Cat 59) Internet/Intranet Site Developer Senior	\$	350	\$
(Labor Cat 10) Applications Programmer	\$	350	\$
(Labor Cat 2) Project Manager	\$	125	\$
Total Option Period			
TOTAL EVALUATED PRICE			

VENDOR'S NAME _____ FIN _____

SIGNATURE _____

***NOTE: OPTION PERIODS ARE ESTIMATES ONLY! All prices are for evaluation purposes only. The actual Option Period may be more or less, but will go through May 31, 2014.**

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. Rates must include all direct and indirect costs and profit for the Master Contractor to perform under the TOA.

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

**ATTACHMENT 1 –PRICE PROPOSAL
PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS II
TORFP # R00P9200105
SUMMARY**

DESCRIPTION	APPXOX. TOTAL PROPOSED CATS II TORFP PRICE
Year 1	\$
Year 2	\$
Option Period 1 (12 Months)	\$
TOTAL EVALUATED PRICE	\$

VENDOR'S NAME _____

ADDRESS _____

CITY, STATE AND ZIP CODE _____

FIN _____ DUNS NO. _____

TELEPHONE NO. _____ FAX NO. _____

EMAIL ADDRESS _____

SIGNATURE _____

PRINTED NAME _____

TITLE _____ DATE _____

***NOTE: OPTION PERIODS ARE ESTIMATES ONLY! All prices are for evaluation purposes only. The option period may be more or less, but will go through May 31, 2014.**

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS II TORFP # R00B9200105

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

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 1

Certified MBE Utilization and Fair Solicitation Affidavit

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

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

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of [] percent and, if specified in the TORFP, sub-goals of [] percent for MBEs classified as African American-owned and [] 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 [] percent and request a waiver of the remainder of the goal. If I am selected as the apparent TO Agreement awardee, I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.

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

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

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

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

Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

Minority Business Enterprise Participation Schedule

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

TO Prime Contractor (Firm Name, Address, Phone)	Task/ Work Order Description
Task / Work Order Agreement Number ADPICS PO	
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

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

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 # **ADPICS PO**, I state the following:

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

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

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

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

- This project does not involve bonding requirements.

- 10. 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

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. **ADPICS PO**, it and _____,
(Subcontractor Name)
MDOT Certification No. _____, intend to enter into a contract by which the subcontractor shall:

(Describe work to be performed by MBE):

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

By:

By:

Prime Contractor Signature

Subcontractor Signature

Name

Name

Title

Title

Date

Date

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 5

Minority Business Enterprise Participation TO Contractor Paid/Unpaid Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ Report is due by the 15th of the following month.	CATS II TORFP # ADPICS PO 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 W. Baltimore Street Baltimore, MD 21201 arobinson@msde.state.md.us	Allan Robinson, Procurement Officer Maryland State Department of Education 200 W. Baltimore Street Baltimore, MD 21201 arobinson@msde.state.md.us
--	---

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 6

Minority Business Enterprise Participation Subcontractor Paid/Unpaid Invoice Report

Report #: _____ Reporting Period (Month/Year): __/_____ Report Due By the 15th of the following Month.	CATS II TORFP # ADPICS PO 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 W. Baltimore Street Baltimore, MD 21201 jdwyer@msde.state.md.us	June Dwyer, Procurement Officer Maryland State Department of Education 200 W. Baltimore Street Baltimore, MD 21201 jdwyer@msde.state.md.us
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Signature: _____ Date: _____

Submit as required in TO Contractor MBE Reporting Requirements

ATTACHMENT 3 - Task Order Agreement

CATS II TORFP # **ADPICS PO number** OF MASTER CONTRACT # 060B9800035

This Task Order Agreement (“TO Agreement”) is made this **day** of **Month**, 200**X** by and between **MASTER CONTRACTOR** and the STATE OF MARYLAND, the Maryland State Department of Education.

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means the Maryland State Department of Education, as identified in the CATS II TORFP # **ADPICS PO**.
 - b. “CATS II TORFP” means the Task Order Request for Proposals # **ADPICS PO**, dated **MONTH DAY, YEAR**, including any addenda.
 - c. “Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and **MASTER CONTRACTOR** dated _____.
 - 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 the Maryland State Department of Education and **MASTER CONTRACTOR**.
 - f. “TO Contractor” means the CATS II Master Contractor awarded this TO Agreement, whose principal business address 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 II TORFP dated **date of TO Proposal – Technical**.
 - i. “TO Proposal - Financial” means the TO Contractor’s financial response to the CATS II TORFP dated **date of TO Proposal - FINANCIAL**.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
 - 2.1. This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.
 - 2.2. The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS II 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 II TORFP
 - c. Exhibit B – TO Proposal-Technical

d. Exhibit C – TO Proposal-Financial

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

3. Time for Performance.

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS II TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of [REDACTED], commencing on the date of Notice to Proceed and terminating on **MONTH DAY, YEAR**.

4. Consideration and Payment

4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS II TORFP and shall not exceed the total amount of the task order. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.

4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS II TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.

4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is [REDACTED]. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.

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

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

TO CONTRACTOR NAME

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, Maryland State Department of Education

By: Dorothy Richburg, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 4 - Conflict Of Interest Affidavit And Disclosure

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

E. The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

Date: _____ By: _____
(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TECHNICAL RESPONSE

ATTACHMENT 5 - Labor Classification Personnel Resume Summary

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B9800035.
2. Only labor categories proposed in the Master Contractors Technical proposal may be proposed under the CATS II TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. The 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 3 months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement.

4. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
5. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.
6. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

**ATTACHMENT 5
LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY
(CONTINUED)**

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)	
Education: (Insert the education description from the CATS II RFP from section 2.10 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS II RFP from section 2.10 for the applicable labor category.)	
Duties: (Insert the duties description from the CATS II RFP from section 2.10 for the applicable labor category.)	

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

Contractor's Contract Administrator:

Signature

Date

Proposed Individual:

Signature

Date

SUBMIT WITH TO RESPONSE
SIGNATURE REQUIRED AT THE TIME OF THE INTERVIEW

ATTACHMENT 6 – DIRECTIONS TO THE PRE-TO PROPOSAL CONFERENCE

The Pre-Proposal Conference will be held:

FRIDAY, AUGUST 19, 2011 @ 10:00 AM

Maryland State Department of Education
200 West Baltimore Street Baltimore, MD 21201
8th Floor, CR 1

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).

Parking

The parking facility mentioned above is operated by Arrow Garage and is next to the MSDE Building. Rates are \$4 for one hour, \$8 for two hours and \$10 for all day. There is additional parking located within 2 blocks of the MSDE on Fayette, Howard, Liberty and Lombard Streets.

Light Rail

The Light Rail travels from Baltimore County’s Hunt Valley through the heart of Downtown Baltimore to Cromwell Station/Glen Burnie in Anne Arundel County. Seven light rail stops are in Downtown, Baltimore. There is a stop on Howard Street, half a block from the entrance of MSDE. Hours of operation: Mon - Fri 6am-11pm; Sat 8am-11pm; Sun 11am-7pm.

Metro Subway

The Baltimore Metro runs between Owings Mills and Johns Hopkins Hospital. It operates Mon-Fri - 5am-midnight and Sat, Sun and Holidays - 6am-midnight. The nearest stop to the MSDE is the Metro-Charles Center Station, 2 blocks east.

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

OFFEROR: _____

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 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 Requesting Agency** (the “Department”), and _____ (“TO Contractor”), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for **TORFP Title** TORFP No. **ADPICS PO** dated _____, (the “TORFP”) issued under the Consulting and Technical Services II procurement issued by the Department, Project Number 060B9800035; and

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

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

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

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

Contractor/Contractor's Personnel:

TO Requesting Agency:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

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.)	
B) Did the Master Contractor request each personnel substitution in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
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) _____	

D) Was the substitute approved by the agency in writing?

Yes No (If no, explain why) _____

Section 4 – MBE Participation

A) What is the MBE goal as a percentage of the TO value? (If there is no MBE goal, skip to Section 5)
%

B) Are MBE reports D-5 and D-6 submitted monthly?

Yes No (If no, explain why) _____

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))

D) Is this consistent with the planned MBE percentage at this stage of the project?

Yes No (If no, explain why) _____

E) Has the Master Contractor expressed difficulty with meeting the MBE goal?

Yes No

(If yes, explain the circumstances and any planned corrective actions)

Section 5 – TO Change Management

A) Is there a written change management procedure applicable to this TO?

Yes No (If no, explain why) _____

B) Does the change management procedure include the following?

Yes No Sections for change description, justification, and sign-off

Yes No Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements)

Yes No A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)

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) _____

ATTACHMENT 10 – LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland’s Living Wage Law for the following reasons: (check all that apply)

- Bidder/Offeror is a nonprofit organization
- Bidder/Offeror is a public service company
- Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000
- Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

If the Contract is a Living Wage Contract

A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

B. _____ (initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons: (check all that apply)

- All employee(s) proposed to work on the State contract will spend less than one-half of the employee’s time during every work week on the State contract;
- All employee(s) proposed to work on the State contract will be 17 years of age or younger during the duration of the State contract; or
- All employee(s) proposed to work on the State contract will work less than 13 consecutive weeks on the State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature & Date: _____

EXHIBIT A

TO CONTRACTOR'S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE CONFIDENTIAL INFORMATION

Printed Name and Address
of Employee or Agent

Signature

Date
