

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

**CHILD CARE ADMINISTRATIVE TRACKING SYSTEM (CCATS)
SERVER HOSTING AND ADMINISTRATION**

CATS+ TORFP # R00B4400123



**Maryland State Department of Education (MSDE)
Office of Information Technology (OIT)**

Issue Date: Thursday, April 17, 2014

NOTICE TO BIDDERS/OFFERORS

SMALL BUSINESS RESERVE (SBR)

NOTICE TO BIDDERS/OFFERORS
SMALL BUSINESS RESERVE SOLICITATION

This is a Small Business Reserve Solicitation for which award will be limited to certified small business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§ 14-501—14-505, Annotated Code of Maryland, and that are certified by the Department of General Services Small Business Reserve Program are eligible for award of a contract.

For the purposes of a Small Business Reserve Solicitation, a small business is a for-profit business, other than a broker, that meets the following criteria:

- A. It is independently owned and operated;
- B. It is not a subsidiary of another business;
- C. It is not dominant in its field of operation; and
- D. Either:

(1) With respect to employees:

- (a) Its wholesale operations did not employ more than 50 persons in its most recently completed 3 fiscal years;
- (b) Its retail operations did not employ more than 25 persons in its most recently completed 3 fiscal years;
- (c) Its manufacturing operations did not employ more than 100 persons in its most recently completed 3 fiscal years;
- (d) Its service operations did not employ more than 100 persons in its most recently completed 3 fiscal years;
- (e) Its construction operations did not employ more than 50 persons in its most recently completed 3 fiscal years; and
- (f) The architectural and engineering services of the business did not employ more than 100 persons in its most recently completed 3 fiscal years; or

(2) With respect to gross sales:

- (a) The gross sales of its wholesale operations did not exceed an average of \$4,000,000 in its most recently completed 3 fiscal years;
- (b) The gross sales of its retail operations did not exceed an average of \$3,000,000 in its most recently completed 3 fiscal years;
- (c) The gross sales of its manufacturing operations did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;
- (d) The gross sales of its service operations did not exceed an average of \$10,000,000 in its most recently completed 3 fiscal years;
- (e) The gross sales of its construction operations did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years; and
- (f) The gross sales of its architectural and engineering operations did not exceed an average of \$4,500,000 in its most recently completed 3 fiscal years.

Note: If a business has not existed for 3 years, the employment and gross sales average or averages shall be the average for each year or part of a year during which the business has been in existence.

Further information on the certification process is available at eMaryland Marketplace.

**CHILD CARE ADMINISTRATIVE TRACKING SYSTEM (CCATS)
SERVER HOSTING AND ADMINISTRATION
CATS+ TORFP # R00B4400123
PRE-PROPOSAL CONFERENCE INTENT TO ATTEND
Print or Type**

NAME OF COMPANY:

ADDRESS OF COMPANY:

FAX NUMBER:

E-Mail ADDRESS:

MINORITY BUSINESS ENTERPRISE (MBE): YES _____ NO _____

EXPECTED NUMBER OF ATTENDEES:

NAME OF PRIMARY CONTACT FOR
PURPOSES OF SENDING INFORMATION:

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

**Maryland State Department of Education
Attention: Dorothy Richburg: drichburg@msde.state.md.us
Procurement Section
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)

Signature _____ Title _____

Company Name _____

Date _____ Telephone No. _____

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KEY INFORMATION SUMMARY SHEET

This CATS+ TORFP is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS+ Master Contractors approved to perform work in the Functional Area under which this TORFP is released shall respond to this TORFP with either a Task Order (TO) Proposal to this TORFP or a Master Contractor Feedback form (See Section 3).

TORFP Title:	CCATS Server Hosting and Administration
TO Project Number (TORFP #):	TORFP #R00B4400123
Functional Area:	FA 6 – Systems/Facilities Management and Maintenance
TORFP Issue Date:	Thursday, April 17, 2014
Questions Due Date and Time:	Tuesday, April 22, 2014 no later than 2:00 PM ET
Closing Date and Time:	Wednesday, May 14, 2014 no later than 2:00 PM ET
TORFP Requesting Agency:	Maryland State Department of Education (MSDE), Office of Information Technology
Send Questions and Proposals to:	Dorothy Richburg, Procurement Officer drichburg@msde.state.md.us
TO Procurement Officer:	Dorothy Richburg, Procurement Officer Office Phone Number: 410-767-0628 Office Fax Number: 410-333-2017
TO Manager:	Pete Cevenini, Chief Information Officer Office Phone Number: 410-767-8108 Office Fax Number: 410-333-2017 e-mail address: pcevenini@msde.state.md.us
TO Type:	Fixed Price (with optional Time & Materials (T&M) Work orders)
Period of Performance:	Two (2) Years with three (3) one-year renewal Option Periods
MBE Goal:	0.0 %
VSBE Goal:	0.0%
Small Business Reserve (SBR):	Yes
Primary Place of Performance:	TO Contractor facility
TO Pre-proposal Conference:	MSDE 200 West Baltimore Street, 8 th Floor, CR 1 Baltimore, MD 21201 Tuesday, April 29, 2014 @ 1:00 PM ET See Attachment 6 for directions.

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT

In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS+ RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments.

All times specified in this document are local time, defined as Eastern Standard Time or Eastern Daylight Time, whichever is in effect.

1.2 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the TO:

- **TO Procurement Officer** – The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement.
- **TO Manager** - The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administrative functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS+ Master Contract.

The TO Manager will assign tasks to the personnel provided under this TORFP and will track and monitor the work being performed through the monthly accounting of hours deliverable for work types; actual work produced will be reconciled with the hours reported.

- **TO Contractor** – The CATS+ Master Contractor awarded the TO Agreement. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- **TO Contractor Manager** - TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolve any issues that may arise pertaining to the TO contractor support personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.

The TO Contractor will provide invoices as specified under Section 2.12 Invoicing. The TO Contractor is responsible for making payments to the TO Contractor personnel.

- **TO Contractor Personnel** – Any resource provided by the TO Contractor in support of this TORFP over the course of the TORFP period of performance.
- **Proposed Personnel** – Any individual named in the TO Proposal by the Master Contractor to perform work under the scope of this TORFP. Proposed personnel shall start as of TO Agreement issuance unless specified otherwise.

1.3 TO AGREEMENT

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

1.4 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 inbox.

1.5 ORAL PRESENTATIONS/INTERVIEWS

All Master Contractors and proposed staff will be required to make an oral presentation to State representatives in the form of oral presentations and interviews. 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 TO Agreement is awarded to the Master Contractor. The Procurement Officer will notify Master Contractor of the time and place of oral presentations and interviews.

Interviews, which are a type of oral presentation, will be performed in person for all Offerors meeting minimum qualifications. All required personnel identified in the proposal may be individually interviewed. All candidates shall be interviewed in substantially the same manner.

1.6 QUESTIONS

All questions must be submitted via email to the TO Procurement Officer no later than the date and time indicated in the Key Information Summary Sheet. Answers applicable to all Master Contractors will be distributed to all Master Contractors who are known to have received a copy of the TORFP.

Answers can be considered final and binding only when they have been answered in writing by the State.

1.7 TO PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at the time, date and location indicated on the Key Information Summary Sheet. Attendance at the pre-proposal conference is not mandatory, but all Offerors are encouraged to attend in order to facilitate better preparation of their proposals.

Seating at pre-proposal conference will be limited to two (2) attendees per company. Attendees should bring a copy of the TORFP and a business card to help facilitate the sign-in process.

The pre-proposal conference will be summarized in writing. As promptly as is feasible subsequent to the pre-proposal conference, the attendance record and pre-proposal summary will be distributed via email to all Master Contractors known to have received a copy of this TORFP.

In order to assure adequate seating and other accommodations at the pre-proposal conference please email the TO Procurement Officer indicating your planned attendance no later than three (3) business days prior to the pre-proposal conference. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please contact the Procurement Officer no

later than five (5) business days prior to the pre-proposal conference. MSDE will make reasonable efforts to provide such special accommodation.

1.8 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and shall do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include with its TO Proposal a Conflict of Interest Affidavit and Disclosure in the form included as Attachment 4 of this TORFP. 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.

By submitting a Conflict of Interest Affidavit and Disclosure, the Master Contractor shall be construed as certifying all personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.

1.9 LIMITATION OF LIABILITY

The TO Contractor's liability is limited in accordance with Section 27 of the CATS+ Master Contract. TO Contractor's liability for this TORFP is limited to 2 times the total TO Agreement amount.

1.10 CHANGE ORDERS

If the TO Contractor is required to perform work beyond the scope of Section 2 of this TORFP, or there is a work reduction due to unforeseen scope changes, a TO Change Order is required. The TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change. No scope of work changes shall be performed until a change order is approved by DoIT and executed by the TO Procurement Officer.

1.11 TRAVEL REIMBURSEMENT

Expenses for travel and other costs shall not be reimbursed.

1.12 MINORITY BUSINESS ENTERPRISE (MBE)

For MBE goal and sub-goal information, reference the Key Information Summary Sheet above

1.13 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)

For VSBE goal information, reference the Key Information Summary Sheet above

1.14 NON-DISCLOSURE AGREEMENT

1.14.1 NON-DISCLOSURE AGREEMENT (OFFEROR)

A reading room is currently not anticipated for this TORFP, however in the event that the need arises, the following applies:

Certain system documentation may be available for potential Offerors to review at a reading room at MSDE headquarters. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

1.14.2 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

Certain system documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 11.

1.15 LIVING WAGE

The Master Contractor shall abide by the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. An Affidavit of Agreement shall be submitted as part of the Master Contract Agreement in accordance with the CATS+ Master Contract.

All TO Proposals shall be accompanied by a completed Living Wage Affidavit of Agreement, Attachment 13 of this TORFP.

1.16 IRANIAN NON-INVESTMENT

All TO Proposals shall be accompanied by a completed Certification Regarding Investments in Iran, Attachment 16 of this TORFP.

1.17 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

DoIT is responsible for contract management oversight on the CATS+ Master Contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of TOs under CATS+. This process shall typically apply to active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS+ TOs are subject to review.

Attachment 12 is a sample of 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 form. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

1.18 MERCURY AND PRODUCTS THAT CONTAIN MERCURY

This solicitation and resulting purchase orders require that all materials used in the performance of the Contract and subsequent Purchase Orders or work orders shall be mercury-free products. The Offeror shall submit a Mercury Affidavit found in Attachment 14 with the TO Technical Proposal.

1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS

A new State law effective October 1, 2012 (HB 448, Chapter 372) requires State agencies purchasing computers and other electronic products in categories covered by Electronic Product Environmental Assessment Tool (EPEAT) to purchase models rated EPEAT Silver or Gold unless the requirement is

waived by DoIT. This information is located on the Department of General Services (DGS) web site: <http://www.dgs.maryland.gov/Procurement/Green/Guidelines/desktops.html>.

The TO Contractor shall perform proper disposition of Information Technology equipment within the guidelines provided by DGS. A new State law effective October 1, 2012 (HB 448, Chapter 372) requires State agencies awarding contracts for services to recycle electronic products to award the contract to a recycler that is R2 or e-Stewards certified. This information is located on the DGS web site: <http://www.dgs.maryland.gov/Procurement/Green/Guidelines/disposal.html>

The State's Information Security Policy (Section 6.5 Media Protection) <http://doit.maryland.gov/Publications/DoITSecurityPolicy.pdf> discusses proper precautions to protect confidential information stored on media. Agencies can use the flowchart in Appendix B of the security policy document to assist them in making sanitization decisions commensurate with the security categorization of the confidentiality of information contained on their media.

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SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

MSDE is issuing this CATS+ TORFP to obtain one (1) Master Contractor to provide co-location data center hosting, system management and operations support services for the CCATS production, training and user acceptance testing (UAT) environments. The Master Contractor will provide exactly two resources to provide Server Administration and Database Administration as required in Section 2.9.2. MSDE may issue work requests for additional resources and/or services as described in Section 2.12.4.

2.2 REQUESTING AGENCY BACKGROUND

MSDE provides leadership, support, and accountability for effective systems of public education, library services and rehabilitation services. The Division of Early Childhood Development, which includes the Office of Child Care, contributes to the department's mission by working to enable all children to enter kindergarten ready to learn. The Office of Child Care administers federal Child Care Development Block Grants and is responsible for the implementation of Maryland child care legislation and regulations. Extensive background information about the Division of Early Childhood Development is available on the Department website by selecting Early Child hood Development from the Divisions menu.

2.3 EXISTING SYSTEM DESCRIPTION

2.3.1 Child Care Programs Supported

CCATS is a comprehensive, integrated web-based application that supports Division of Early Childhood Development (DECD) transaction processing in five major business process areas:

1. Licensing, to ensure that child care facilities are safe and healthy.
2. Subsidies, to assist eligible low-income families in purchasing quality child care including payment processing.
3. Credentialing, to provide access to quality training, to encourage and support child care providers and child care programs in upgrading their professional skills and certifying their level of skill attainment and improving the quality of the program. This includes payment processing.
4. Grants, to provide targeted financial assistance that enables providers to become licensed, to improve the quality of service offered or otherwise benefits the child care community.
5. Accounting, to manage program finances; make prompt and accurate payments to providers; and to recover improper payments.

Currently the application is being used on a private intranet, by MSDE personnel and partners with explicit network access. The agency plans to also implement a public portal that will enable child care providers, customers, and trainers to view and update their own data.

2.3.2 Description of Application

CCATS is developed in Java 2 Enterprise Edition (J2EE). During 2013 and 2014, the system was migrated from the IBM AIX operating system and Websphere application server to Microsoft Windows and Oracle Weblogic. The database is IBM DB2. The application environment consists of a production application server, a test application server, a training application server and a database

server. The Business Objects software has been implemented, running reports against the operational database. In addition, a reporting database for MSDE data analysts is maintained with a daily copy of the operational database. VMware is used to offer multiple environments on two Dell PowerEdge R620 servers supporting the internal staff application.

In the future, a public web portal will be implemented to allow limited customer access to CCATS. Two Dell PowerEdge R820 servers have been deployed to support the externally accessible public web portal application.

Currently the application is implemented on the MSDE secure intranet utilizing network Maryland as the WAN for 13 regional offices and partner agencies. Access is also provided to the Department of Human Resources Local Departments of Social Services and the Subsidy vendors. Additional private vendor access may be required for future outsourced service delivery. Additional public agency interfaces may be required for future interagency agreements.

Daily, weekly, monthly and annual file transfers are operated as batch processes to exchange data with the Comptroller’s Financial Management Information System (FMIS), other MSDE and DECD applications, DHR, Service Employees’ International Union, and the League for People with Disabilities which provides printing and mailing services. Additional file transfers may be added.

2.3.3 CCATS Application Software for all Environments

CCATS Internal Staff and Administrative Web Application		
CCATS Application: Java (J2EE 6.0) (with custom user security)	Reporting: Business Objects	Backup and Recovery: EMC Avamar Virtual Edition
Application Server: Weblogic		
Database: DB2 9.7		
Operating System: Windows Server 2008		
VMWare		

CCATS Planned Public Web Portal	
CCATS Application: Microsoft C#	Backup and Recovery: EMC Avamar Virtual Edition
Application Server: Microsoft .Net	
Database: Microsoft SQL Server	
Operating System: Windows Server 2008	
VMWare	

2.3.4 Development and Quality Assurance environment – Not included in this task order

Information on the Development and Quality Assurance environment hosted by MSDE is provided as background information only.

In 2012, a Windows/Dell environment for development system integration and quality assurance (QA) testing was implemented at MSDE. The agency is responsible for hosting this environment. The

system engineering development subcontractor assists with configuration and all deployments in this environment. Virtualization allows flexibility in the configuration of the environment. The physical servers are in clusters so in each environment group any server can run the virtual servers. VMware handles which physical server supports which virtual server systems. The primary servers in this environment are sized to serve as disaster recovery for the production environment.

2.3.5 Production, User Acceptance Testing, Training environments – to be hosted by TO Contractor

Virtualization allows flexibility in the configuration of the environment. The physical servers are in clusters so in each environment group any server can run the virtual servers. VMware handles which physical server supports which virtual server systems.

Description	Server Hardware
CCATS Production Environment	
Production - Internal Staff Application	2 Dell PowerEdge R820 (clustered) <ul style="list-style-type: none"> • 2x Intel Xeon E5-4620 2.20GHz, 16M Cache, 7.2GT/s QPI, Turbo, 8 Core, 95W, Max Mem 1333MHz • Upgrade to Four Intel Xeon E5-4620 2.20GHz, 16M Cache, 7.2GT/s QPI, Turbo, 8 Core, 95W • RAID 1 for H710p, H710, H310 Controllers • 300GB 15K RPM SAS 6Gbps 2.5in Hot-plug Hard Drive • 32GB RDIMM, 1333 MT/s, Low Volt, Quad Rank, x4 Data Width • 2.5" Chassis with up to 16 Hard Drives
Business Object Prod - Staff Application	
Database (DB2) - Staff Application	
<ul style="list-style-type: none"> • Instance for Prime Application • Instance for Reporting Database 	
Database Public Portal (SQL Server) – Production Application	
UAT Staff Application	
UAT Staff Application	
UAT Staff Application	
UAT Public Portal Application	
Business Object Test for Staff Application	
Business Object Test for Staff Application	
Training for Staff Application	
Training for Staff Application	
Database UAT for Staff Application	
Database Training for Staff Application	
Database Public Portal- UAT	
Public Portal Server – Production – External to Firewall	2 Dell PowerEdge R620 (clustered) <ul style="list-style-type: none"> • Intel Xeon E5-2690 2.90GHz, 20M Cache, 8.0GT/s QPI, Turbo, 8C, 135W, Max Mem 1600MHz • RAID 1 for H710P/H710/H310 (2 HDDs) • 300GB 15K RPM SAS 6Gbps 2.5in Hot-plug Hard Drives (Qty 2) • 16GB RDIMM, 1333 MT/s, Low Volt, Dual Rank, x4 Data Width (Qty 8) • Chassis with up to 4 Hard Drives and 3 PCIe Slots
Redundant Portal Server – Production – External to Firewall	

2.3.6 Networking and storage equipment – to be hosted by TO Contractor

CCATS Networking and Storage	
Cabinet	Lockable cabinet for rack-mounted servers
Storage Array	EMC VNX-E3300

(SAN)	<ul style="list-style-type: none"> • 600 GB 15K SAS Drive NEBS
Networking	<p>Includes:</p> <p>ASA 5515-X with IPS SW 6GE Data 1 GE Mgmt AC 3DES/AES</p> <p>Cisco VPN client software</p> <p>ASA Strong Encryption License</p> <p>ASA AnyConnect Client + Cisco Security Desktop Software</p> <p>Nexus 5548 UP Dhassis 32 10 GbE Ports 2 PS 2 Fans</p> <p>Cables and other peripheral equipment</p>

An inventory of equipment, licenses and maintenance agreements will be provided following contract award.

2.4 PROFESSIONAL DEVELOPMENT

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.5 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall comply with all applicable laws, regulations, policies, standards, and guidelines affecting information technology and 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 security and technology project execution.

The following policies, guidelines and methodologies can be found at the DoIT site (<http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>). These may include, but are not limited to:

- The State of Maryland System Development Life Cycle (SDLC) methodology
- The State of Maryland Information Technology Security Policy and Standards
- The State of Maryland Information Technology Non-Visual Access Standards
- The TO Contractor shall follow project management methodologies consistent with the Project Management Institute's Project Management Body of Knowledge Guide.
- TO Contractor assigned personnel shall follow a consistent methodology for all TO activities.

2.6 REQUIREMENTS

2.6.1 TO CONTRACTOR RESPONSIBILITIES

2.6.1.1 Transition In Requirements (Fixed Price)

- (a) The TO Contractor shall perform transition-in activities starting at Notice to Proceed (NTP).
- (b) The TO Contractor shall submit a transition plan within five (5) business days following the receipt of the NTP. The transition plan shall address:
 - Transportation of Equipment,

- Staffing provisions,
 - Communications,
 - Security access and system connectivity,
 - Hardware, software and office administrative tools needed external to CCATS,
 - Attaining knowledge of standard operating procedures to maintain CCATS application and database and the MSDE network,
 - Demonstration of team's operational readiness to undertake maintenance and support,
 - Transition schedule in MS Project, clearly indicating system availability, and
 - Risk Assessment.
- (c) Transition-in activities shall include all necessary tasks to ready the system for production at the new hosting facility and to be supported by TO Contractor personnel.
- (i) TO Contractor shall transport, install, test and implement the CCATS servers and equipment to the TO Contractor facility from the current location at Tierpoint, 1401 Russell Street, Baltimore, MD 21230.
 - (ii) TO Contractor shall coordinate with MSDE Network Support regarding the assignment of Internet Protocol (IP) addresses including Network Address Translation (NAT) addresses and network Maryland Statewide Government Internet (SwGI) addresses to test external interfaces with partner agencies.
 - (iii) TO Contractor shall insure equipment during transport.
 - (iv) Re-location of the equipment at the TO Contractor facility shall be planned to minimize disruption during the hours of 6:30 AM to 8:00 PM, Monday to Friday. Any anticipated down time within these hours shall be requested in advance and pre-approved by the TO Manager.
 - (v) The TO Contractor shall provide for knowledge transfer from existing CCATS personnel to maintain continuity of support. Knowledge transfer activities will include review of system documentation, interviews with the incumbent System Administrator and Database Administrator, interviews with the CCATS System Engineering contractor technical lead, and interviews with MSDE Office of Information Technology (OIT) personnel.
- (d) The TO Contractor shall schedule a transition kickoff meeting with MSDE and the incumbent contractor.
- (i) At the kickoff meeting, the TO Contractor shall provide an updated Transition Plan describing transition activities (See Deliverables table 2.8)

- (e) Prior to completing transition-in, the TO Contractor shall demonstrate (or deliver):
- (i) Updated Security Plan including descriptions of:
 - 1. Facility restrictions on information access and disclosure to provide the means for protecting personal privacy.
 - 2. Procedures to guard against improper information modification or destruction, and to ensure information authenticity.
 - 3. Plans for protected access in accordance with guidelines at <http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>.
 - 4. The breach of security action plan.
 - (ii) Incident Escalation Plan including descriptions of:
 - 1. The emergency contact procedure for non-business hour support to enable the agency to contact TO Contractor personnel for assistance with critical issues at any time, 24 hours a day, 7 days a week, 365 days a year (24x7x365).
 - 2. Procedures to meet the Service Level Agreement (SLA) requirements in Section 2.6.3.
 - (iii) Setup and configuration of all environments in an updated CCATS Operations and Procedures manual which includes descriptions of:
 - 1. Standard operating procedures for the data center and the CCATS application.
 - 2. The configuration and lifecycle management program for all supported hardware and software.
 - (iv) Backup and Recovery services implemented per requirements in Section 2.6.4
 - (v) The TO Contractor shall perform an assessment/inventory on existing hardware, software, and configurations.
 - (vi) Configuration, account, and system security settings shall be the same as for the existing hosting facility except as approved by MSDE.
 - (f) The TO Contractor shall schedule a weekly Transition Status meeting with MSDE and other contractors invited by MSDE. The weekly meeting may be in person or by conference call.
 - (g) The TO Contractor shall schedule a Final Transition Status meeting as the transition stage gate review to obtain MSDE approval to assume responsibility for CCATS hosting and other activities.

2.6.1.2 Transition Out at Conclusion of Task Order

- (a) The TO Contractor shall provide a transition plan within seven (7) days of being notified by the TO Manager of a final Task Order end date. Transition out activities shall be planned for completion within a 60 day period.
- (b) The TO Contractor shall support requested activities for technical, business and administrative support to ensure effective and efficient end-of-contract transition to the State or another State agent. Examples of these activities include a final project debriefing meeting, organization and hand-off of project materials, documentation, electronic media, any final reports, updated work plans, and final invoices. The TO Contractor shall ensure that all necessary knowledge and materials for the tasks completed are transferred to the custody of State personnel.
- (c) A Transition-out Plan shall be due from the TO Contractor within seven (7) days of being notified by the TO Manager of a final contract end date. The Transition-out Plan shall include:
 - (i) Any staffing concerns/issues related to the closeout of the TO.
 - (ii) Communications and reporting process between the TO Contractor and the TO Manager;
 - (iii) Security and system access: review and closeout as needed;
 - (iv) Hardware/software inventory including manufacturer, product identification such as model number/serial number, product description, and MSDE inventory control number.
 - (v) Knowledge transfer to include:
 1. A Lessons Learned document detailing the structure of the system environment and the optimal methods of incorporating system operations with the general business practices of the State;
 2. Review with MSDE the procedures and practices that support the business process and system;
 3. A system operating guide that defines all technical and functional matters associated with the system, its system architecture, data file structure, system interfaces, any batch programs, any hardware or software tools utilized in the performance of this TO, and any utilities and corollary software products used in support and operation of the system;
 4. Documentation that lists and describes all hardware and software tools utilized in the performance of this TO;

5. Plans to complete tasks and any unfinished work items;
 6. The Transition-out Plan shall address any risk factors with the timing and the transition schedule;
- (d) The TO Contractor shall document any risk factors and suggested solutions.
 - (e) The TO Contractor shall ensure all documentation and data is current and complete with a hard and soft copy in a format prescribed by the TO Manager;
 - (f) The TO Contractor shall provide copies of current daily and weekly back-ups as of the final date of transition back to the State or State's Agent, but no later than the final date of the TO.
 - (g) The TO Contractor shall gracefully shut down and secure CCATS Servers prior to re-location on a schedule approved by MSDE.
 - (h) The TO Contractor shall provide access to the incoming contractor for the removal of CCATS equipment, allowing adequate time for secure packaging and preparation.
 - (i) The TO Contractor shall remain available to assist the incoming contractor through the process of installation and implementation at the new facility and the completion of the transition.

2.6.1.3 General Requirements for Monthly Hosting Services (Fixed Price)

- (a) The Monthly Hosting Services shall commence only when the Final Transition Status Meeting has occurred, representing that all items included in the Transition Plan have been completed and MSDE has certified that the TO Contractor is fully prepared to assume responsibility to provide the technical support and services described in this TO. MSDE will then set the accepted Transition Date when Monthly Hosting Services begin. If the transition date is mid-month, the cost of the initial monthly service will be pro-rated on a calendar day basis.
- (b) The TO Contractor shall provide a secure data center facility and personnel to host, manage and operate the CCATS system, a mission critical application of the MSDE. The system hosted shall include production, user acceptance testing and training environments with associated networking and storage equipment as described in Sections 2.3.5 and 2.3.6.
- (c) The TO Contractor facility shall be within 25 miles of the MSDE headquarters, 200 West Baltimore Street, Baltimore, MD, in order to facilitate access by MSDE networking and server administrators.

- (d) The TO Contractor shall maintain system availability to ensure timely and reliable access to and use of information as follows:
 - (i) Except for approved maintenance periods, the CCATS Internal Staff and Administrative web application and its supporting data and systems shall be available:
 1. From 6:30 am to 8 pm each business day,
 2. From 9:00 am to 5:00 pm Saturday
 - (ii) Except for approved maintenance periods, the CCATS Public Web Portal and its supporting data and systems shall be available 24 hours a day, 7 days a week, 365 days a year.
- (e) The TO Contractor shall provide a single point of contact through which inquiries or service issues may be directed.
- (f) The TO Contractor shall have personnel available during State business hours of 8:00 AM to 4:30 PM to consult with the agency and respond to system issues within the SLA described in section 2.6.3.

2.6.1.4 Monthly Hosting Services –Audits (Fixed Price)

- (a) The TO Contractor shall ensure that MSDE's internal auditors and/or appointed third party auditors will be granted access and given the right to audit the physical, logical, and environmental security of contractor's facility. The TO Contractor also agrees and shall ensure that MSDE's third party auditors will have security access at TO Contractor's facility as authorized in writing by MSDE.
- (b) The TO Contractor hosting facility shall have and maintain a Statements on Standards for Attestation Engagements No. 16 (SSAE 16) Service Organization Controls (SOC) 2 Type 2 report completed within the past twelve months, which shall be included with the proposal.
- (c) The TO Contractor shall obtain an annual audit by an independent audit firm of the physical and virtual servers, software and peripheral equipment that hosts the MSDE CCATS performed in accordance with audit guidance: Reporting on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality, and Privacy as published by the American Institute of Certified Public Accountants (AICPA) and as updated from time to time; or according to the most current audit guidance promulgated by the AICPA or similarly recognized professional organization to assess the security of client data in an outsourced or cloud computing arrangement.
- (d) The TO Contractor shall obtain MSDE approval of the independent audit firm in advance of audits conducted during the term of this task order.

- (e) The type of audit to be performed in accordance with this guidance is a SOC 2 Type 2 Report (referred to as the “SOC 2 Audit”).
- (f) The SOC 2 Audit report shall include a description of the TO Contractor facility and the suitability of the design and operating effectiveness of controls relevant to the following trust principles: Security, Availability, Processing Integrity, Confidentiality, and Privacy as defined in the aforementioned Guidance.
- (g) Audits shall be performed at the TO Contractor’s expense.
- (h) The SOC 2 Audit shall include subcontractors in which goods or services are subcontracted by TO Contractor and that provide essential support for the services provided to MSDE under this contract. TO Contractor shall insure the right to audit with subcontractor(s) in performance of the SOC 2 Audit.
- (i) A complete copy of the final SOC 2 Report shall be provided to the MSDE TO Manager upon completion of the SOC 2 Audit.
- (j) The TO Contractor shall provide to MSDE within thirty (30) calendar days of the issuance of the final SOC 2 Report a documented corrective action plan which addresses each audit finding or exception contained in the SOC 2 Report. The corrective action plan shall identify in detail the remedial action to be taken by the TO Contractor together with the date when each action is to be implemented. Corrective action shall be completed within ninety (90) days unless MSDE agrees in writing at the request of the TO Contractor to a longer time frame to complete the corrective action.
- (k) If the TO Contractor currently has an annual data security assessment performed that includes the operations, systems, and repositories of the services being provided to MSDE, and if that assessment generally conforms to the content and objective of the guidance for SOC 2 Audit, MSDE will determine in consultation with appropriate State government technology and audit authorities whether the TO Contractor’s current audits are acceptable in lieu of an SOC 2 Audit.
- (l) If the TO Contractor fails at any time to obtain an annual SOC 2 Audit during the term of this contract, the MSDE shall have the right to retain an independent audit firm to perform a SOC 2 Audit of the MSDE CCATS hardware and software being hosted by the TO Contractor. The TO Contractor agrees to allow the independent audit firm to access its facility for purposes of conducting the SOC 2 Audit, and provide reasonable support to the independent audit firm in the performance of the audit. MSDE will invoice the TO Contractor for the expense of the SOC 2 Audit.

2.6.1.5 Monthly Hosting Services– Facility Requirements (Fixed Price)

- (a) The TO Contractor facility shall have raised floors, overhead cable management, or equivalent capability.

- (b) The TO Contractor facility shall have fully redundant cooling and a temperature controlled environment suitable for rack mounted equipment.
- (c) The TO Contractor facility shall have the communications infrastructure to support Network Maryland connections dedicated to CCATS with a minimum of 10MB throughput. The facility location shall allow future access to the state fiber network as described at:
http://doit.maryland.gov/support/Documents/nwmd_about/StateFiberSites.pdf
MSDE will provide the Network Maryland connection and circuit.
- (d) The TO Contractor facility shall have fire detection and dry pipe or other server-friendly fire suppression system. Standard water sprinklers are not acceptable.
- (e) The TO Contractor facility shall have the capacity to provide a minimum power supply of 15 kw/rack for up to 2 racks of CCATS equipment. The facility shall provide fully redundant power delivery including UPS and Generator, which shall have reserves to maintain services at least 48 hours in the event of a power outage.
- (f) The TO Contractor facility infrastructure shall be monitored full time, 24x7x365.
- (g) The TO Contractor facility shall be physically secure with multiple access controls such as:
 - (i) fenced perimeter;
 - (ii) closed circuit video;
 - (iii) an interlocking door controller “man-trap” access;
 - (iv) private cages;
 - (v) security authorization validated by smart cards, key fobs or biometric verification.
 - (vi) Visitors shall be required to show photo ID.
 - (vii) A log shall be maintained for all access, including visitor access.

2.6.1.6 Monthly Hosting Services - Security (Fixed Price)

- (a) The TO Contractor shall maintain security procedures for its data center in accordance with MSDE and DOIT policies. The TO Contractor’s data center Site Security Administrator shall follow the State’s and MSDE’s security procedures and resolve exception report issues in order to protect the Host Facility from any misuse. The State Security Policies can be found on-line at
<http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx> .
- (b) The TO Contractor shall capture data regarding all access exceptions for audit trail purposes, and make the data available to MSDE upon request.
- (c) The TO Contractor shall provide ongoing operational support of system security processes to supported environments.
- (d) The TO Contractor shall establish and administer a violation and access attempts report mechanism. The TO Contractor shall immediately notify MSDE of all

information security breaches discovered or made known to the TO Contractor and provide a written report within 24 hours.

- (e) The TO Contractor shall initiate corrective actions to ensure breaches shall not occur again if it is within the TO Contractor's scope of responsibility. In addition TO Contractor shall prepare and retain documentation of breach investigations and provide copies to MSDE.
- (f) The TO Contractor shall, in consultation with MSDE, identify security risks, recommend procedures to minimize them and implement such procedures, as appropriate, unless directed otherwise by MSDE.
- (g) The TO Contractor shall be responsible for the recovery of lost/damaged information that results from security violations.

2.6.1.7 System Operations and Maintenance (Time and Materials)

- (a) The TO Contractor shall provide exactly two required personnel resources to perform day to day operational services and support for the CCATS application and supporting systems as described in section 2.3. The personnel will meet the requirements of section 2.9.2.
- (b) System Operations and Maintenance shall commence on the MSDE accepted Transition Date when Monthly Hosting Services begin.
- (c) The TO Contractor shall provide configuration and installation services for hardware and software in physical and virtual environments as required by MSDE and in response to future system development demands.
- (d) TO Contractor shall install and upgrade software to remain within one generation of the current release. MSDE will determine the implementation timing of any upgrades. Notwithstanding the above, TO Contractor shall not upgrade software if TO Contractor notifies MSDE that such an upgrade will have an adverse impact on MSDE and, after receiving such notice, MSDE decides not to proceed with the upgrade.
- (e) The TO Contractor shall install and configure the CCAT Public Portal Web Servers in cooperation with MSDE OIT for networking and the CCATS System Engineering contractor for application requirements. The TO Contractor shall configure the Public Portal Web Servers, which will be external to the MSDE firewall, in accordance with NIST guidelines on Securing Public Web Servers (<http://csrc.nist.gov/publications/nistpubs/800-44-ver2/SP800-44v2.pdf>) and vendor recommendations.
- (f) The TO Contractor shall install new releases of existing software or new software products in a test environment prior to its introduction into the production environment. Releases will be packaged for deployment by the CCATS System Engineering contractor and approved by MSDE prior to deployment. Testing shall

determine functional deficiencies of the new release, compatibility with other production systems software and compatibility with production applications software. Any detected problems shall be resolved by the responsible contractor (System Engineering or Hosting) in accordance with procedures set forth in the Procedures Manual before any software is moved to the production environment. When the release is acceptable, MSDE will provide authorization to proceed with a production deployment.

- (g) The TO Contractor shall monitor and support the CCATS equipment to ensure high availability, performance and reliability; coordinating with system vendors and MSDE on efficient and effective use of the system.
- (h) The TO Contractor shall assist MSDE in updating and testing the CCATS disaster recovery plan.
- (i) The TO Contractor shall assess, recommend and implement strategies and tools such as CorrelSense Sharepath Real User Monitoring to monitor usage and diagnose performance issues.
- (j) The TO Contractor shall work with equipment manufacturers to remedy equipment issues under equipment maintenance agreements provided by MSDE.
- (k) The TO Contractor shall advise MSDE of equipment that needs replacement or preventive maintenance repairs.
- (l) The TO Contractor shall analyze and assess equipment and performance degradation, including determination of hardware, software, and/or other technical changes necessary to meet operational requirements.
- (m) The TO Contractor shall maintain backup and disaster recovery systems and processes as described in section 2.6.4.
- (n) The TO Contractor shall maintain current CCATS documentation and manuals including the:
 - (i) Operations and Procedures Manual
 - (ii) Security Plan
 - (iii) Incident Escalation Plan
 - (iv) Configuration and Lifecycle Management Program
 - (v) Other documentation to manage and operate the system.
- (o) The TO Contractor shall assist MSDE in maintaining a complete and current inventory of equipment, licenses and maintenance agreements. The TO Contractor shall monitor licenses and maintenance agreements for CCATS server software; advising MSDE in advance of software expirations.

- (p) The TO Contractor shall, at the request of MSDE, dispose of obsolete equipment, ensuring that data security is protected and State policies as identified in Section 1.19 are followed.
- (q) The TO Contractor shall provide assistance and help to MSDE staff and contractors upon request, including but not limited to, personalized assistance and telephone assistance. Examples would be assisting MSDE contractors in connecting to the CCATS reporting database. Generally, application end-users will not call the TO Contractor unless referred by the CCATS Project Manager or the TO Manager.
- (r) The TO Contractor shall maintain production control schedules in the response to all processing requests and new processing requirements. In connection with these production control services, the TO Contractor shall:
 - (i) Prioritize and schedule batch jobs and file transfer systems in accordance with MSDE's schedule parameters so that on-line applications dependent on batch processing shall be available as scheduled.
 - (ii) Distribute and obtain MSDE approval of all schedules prior to implementation.
 - (iii) Coordinate and modify schedules for special requests and follow MSDE priorities. Promptly notify MSDE if special requests will affect the timely completion of other tasks.
 - (iv) Respond to requests from MSDE for priority job execution.

2.6.1.8 Data and File Management (Time and Materials)

- (a) Data and File Management shall commence on the MSDE accepted Transition Date when Monthly Hosting Services begin.
- (b) The TO Contractor shall manage all data, across all media, ensuring the availability and integrity of all MSDE data.
- (c) The TO Contractor shall manage file services so that all files under its control are current, to the extent that the end user has provided necessary information, and available during requested access times.
- (d) The TO Contractor shall develop procedures with MSDE governing time periods for retention of files. Such procedures shall be included in the CCATS Operations and Procedures Manual.
- (e) The TO Contractor shall ensure that required system processes execute completely and correctly to ensure the integrity of all data and the reliability of system operations.

- (f) The TO Contractor shall verify (using tools and procedures acceptable to MSDE) the successful receipt of all incoming files and the successful transmission of all outgoing files.
- (g) The TO Contractor shall develop, document, maintain, update and execute MSDE-approved file backup and recovery procedures.
- (h) The TO Contractor shall provide a recovery procedure for restoring a data image to a previous version within four (4) hours. If TO contractor finds that four hours is not an adequate time for restoration, TO contractor shall inform the agency of the anticipated restoration time with options to decrease restoration time.
- (i) The TO Contractor shall provide recommendations to MSDE regarding backup and recovery considerations, such as improved levels of protection, efficiencies and cost reductions.
- (j) The TO Contractor shall conduct backup and recovery procedures (e.g. dataset restore) so as not to adversely impact scheduled operations.
- (k) The TO Contractor shall monitor the creation and storage of intermediate files used for on-line and batch processing and implement corrective action when problems occur according to CCATS procedures.
- (l) The TO Contractor shall provide MSDE with documentation of essential files, including name, and utilization statistics to the extent available.
- (m) The TO Contractor shall ensure that adequate file space is available for processing. File space management is the responsibility of the TO Contractor to ensure that operational, backup and recovery processes run efficiently. This includes monitoring the size of document files, logs, and data files that accumulate as a result of normal system operations. The TO Contractor will inform MSDE well in advance when additional storage capacity will be needed, providing at least six months notice.
- (n) The TO Contractor shall report MSDE disk space utilization and requirements on a monthly basis in addition to requests from MSDE at any time.
- (o) The TO Contractor shall utilize disk storage resources in an efficient and cost effective manner.

2.6.1.9 Monthly Hosting Services - Management and Communications (Time and Materials)

- (a) The TO Contractor shall provide a monthly report on performance against service level agreement standards and system operations.

- (b) The monthly report is a required Deliverable as described in section 2.8.4. MSDE acceptance of the monthly report shall be the basis for the monthly fixed price payment for Monthly Hosting services.
- (c) The monthly report shall clearly document deliverable status for the following:
 - (i) Procedures Manual
 - (ii) DB2 audit report
 - (iii) File Transfers
 - (iv) Backups
 - (v) Annual Recovery Test
- (d) The monthly report shall be submitted by the fifth day of the month following the end of the report period.
- (e) The monthly report shall provide the following information:
 - (i) Service Level Agreement Attainment
 - (ii) Deliverable Status
 - (iii) Monthly Uptime hours and percentage
 - (iv) Help desk case activity
 - (v) Change request activity
 - (vi) Backup activity and size
 - (vii) System resource utilization, including disk space utilization.
 - (viii) Usage data by day of week, time of day, browser type and http errors based on web log data.
- (f) The TO Contractor shall attend meetings at MSDE Headquarters, 200 West Baltimore Street, Baltimore MD upon request. It is expected that on-site meeting requests will average less than once a month.

2.6.2 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

These TO Contractor personnel services shall be provided on a Time and Materials basis by the required System Administrator and Database Management Specialist Senior. The TO Contractor personnel shall have the capability to collectively provide the services described in this section, section 2.6.1.7, section 2.6.1.8 and section 2.6.1.9. The two resources shall serve as backups to one another to provide redundancy for critical functions and coverage during time off.

At a minimum, TO Contractor personnel under this TORFP shall perform the following:

2.6.2.1 System Administrator

- (a) Perform modifications, enhancements or changes necessary to correct errors and operational modifications such that each item of software and hardware operates according to its documentation specifications and applicable service levels.
- (b) Monitor systems on a periodic basis through appropriate tools to ensure that processing is performed efficiently.
- (c) Reboot servers on a regular schedule for system maintenance.
- (d) Immediately check and report on system health in response to user feedback that CCATS may be slow, unresponsive or returning system errors. In conjunction with MSDE, and the CCATS System Engineering contractor, determine and implement corrective action.
- (e) Advise and assist in improving the performance of the system, including recommending and implementing tools and procedures to diagnose and remediate slow performance.
- (f) Develop and monitor file transfer scripts in Automizer or similar scripting system to move files from the CCATS Application Servers to the MSDE secure file server or the Annapolis Data Center mainframe, or other locations external to CCATS.
- (g) Be responsible for full-authority (root) system administration accounts on CCATS servers. System accounts shall only be created at the request of MSDE with the specific privileges approved for the account.
- (h) Ensure that system backups occur successfully and on schedule.
- (i) Work with MSDE to assign IP addresses for the CCATS equipment, including servers, switches and routers, within a range of MSDE approved addresses.
- (j) Participate in weekly status conference calls with the CCATS team and other conference calls as needed.

2.6.2.2 Database Management Specialist Senior

- (a) Ensure that database backups occur successfully and on schedule.
- (b) Advise and assist in improving the performance of the system, including recommending and implementing tools and procedures to diagnose and remediate slow performance.
- (c) Immediately check and report on database health in response to user feedback that CCATS may be slow, unresponsive or returning system errors. In conjunction with

MSDE, and the CCATS System Engineering contractor, determine and implement corrective action.

- (d) Provide physical DBA support including highly technical expertise and support in the operation and production support of DB2; analyze, recommend and implement improvements in file organization, indexing methods, and security procedures for the CCATS applications; provide database tuning and performance monitoring; develop, implement, and maintain database back-up and recovery procedures for the processing environments, and ensure that data integrity, security, and recoverability are built into CCATS operation and maintenance.
- (e) Prepare, maintain and monitor scripts, schedules, and automation for databases and maintain database backup and recovery related scripts.
- (f) Develop and monitor file transfer scripts in an MSDE-approved scripting system to move files from the CCATS Application Servers to the MSDE secure file server or the Annapolis Data Center mainframe, or other locations external to CCATS.
- (g) In conjunction with the Server Administrator, be responsible for full-authority (root) system administration accounts on CCATS servers. System accounts shall only be created at the request of MSDE with the specific privileges approved for the account.
- (h) Cooperate with third parties performing development and maintenance work on the systems software. Subject to security and confidentiality restrictions, provide such third parties with access to the data center and the use of equipment, software (other than Third Party software, if any, where the underlying license agreement does not authorize such access and the necessary consent cannot be obtained), other facilities, computer time and other resources used by TO Contractor to perform the services.
- (i) Run daily updates of a CCATS Reporting Database from the operational database. The reporting database is in the same database structure as the operational database. The database is used by MSDE analyst and interfaces to the agency data warehouse, who have view only access. There is a full data refresh daily. The TO Contractor shall provide technical assistance to MSDE personnel and contractors in accessing the reporting database.
- (j) Maintain the DB2 audit facility to track critical database activity. Logs shall be provided to MSDE personnel weekly for review. The TO Contractor shall provide technical assistance in the interpretation of log data to MSDE personnel upon request.
- (k) Participate in weekly status conference calls with the CCATS team and other conference calls as needed.

2.6.3 SERVICE LEVEL AGREEMENT (SLA)

The TO Contractor shall endeavor to maintain the CCATS application in a fully operational condition for active virtual servers across all environments. MSDE may request a corrective action plan for failure to meet SLA standards.

Service Levels	Phone Response	Resolution	Response Availability	Comments
Urgent	15 minutes	1 hour	7 days/week, 24 hrs. a day	Urgent is defined as any problem which disrupts the use or threatens to disrupt the use of the production system (1) for the staff application during the hours of 7:00 am to 6:00 pm Monday to Friday or (2) for the public web portal 24x7x365.
High	1 hour	4 hours	7 days/week, 24 hrs. a day	High is defined as any problem that disrupts the use or threatens to disrupt the use of production, UAT or training environments at any time of day.
Normal	1 hour	1 work day	5 days/week, Mon-Fri, 8AM-4:30PM	Normal is defined as other activities to mitigate minor problems, prevent problems or proactively keep the system in excellent operating condition and do not disrupt business use of the application. On-site response to calls after 1PM may be by 9AM the next morning

2.6.4 BACKUP / DISASTER RECOVERY

The TO Contractor shall perform backups of the web, application, and database servers on a regular basis using the tools and procedures provided by MSDE. This shall include daily incremental backups and full weekly backups of all volumes of servers. Daily backups shall be retained for one month, and weekly backups shall be retained for two years, by the TO Contractor. Full weekly backups shall be stored off-site at a secure location by the TO Contractor and at MSDE.

The TO Contractor shall advise and assist MSDE in maintaining an effective backup and disaster recovery system, developing and documenting recovery procedures and participating in scheduled tests of recovery procedures. The development/QA environment housed at MSDE is designed for use as a disaster recovery environment. With the migration to Windows servers in 2014, MSDE will be implementing EMC Avamar as the CCATS backup solution.

The TO Contractor shall conduct a test of recovery from backups at least once each year in cooperation with MSDE. The test will include the full CCATS Internal Staff and Administrative application and the Public Portal when implemented. MSDE will determine the target environment(s) for recovery which may be the development/QA environment housed at MSDE, to a virtual server at the TO Contractor facility or another location arranged by MSDE. Based on the test, TO Contractor shall recommend improvements to backup procedures and the CCATS disaster recovery plan as appropriate.

2.6.5 REQUIREMENTS FOR HARDWARE, SOFTWARE, AND MATERIALS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.7 PERFORMANCE AND PERSONNEL

2.7.1 WORK HOURS

- (a) Business Hours Support: The TO Contractor's collective assigned personnel shall support core business hours (8:00 AM to 4:30 PM), Monday through Friday except for State holidays, Service Reduction days, and Furlough days observed by the MSDE. TO Contractor personnel may also be required to provide occasional support outside of core business hours, including evenings, overnight, and weekends, to support specific efforts and emergencies to resolve system repair or restoration.
- (b) Scheduled Non-Business Hours Support: After hours support may be necessary to respond to emergency situations. Additionally, services may also involve some evening and/or weekend hours performing planned system upgrades in addition to core business hours. Hours performing system upgrades would be billed on actual time worked at the rates proposed.
- (c) State-Mandated Service Reduction Days: TO Contractor personnel shall be required to participate in the State-mandated Service Reduction Days as well as State Furlough Days. In this event, the TO Contractor will be notified in writing by the TO Manager of these details.
- (d) Minimum and Maximum Hours: Full-time TO Contractor personnel shall work a minimum of 40 hours per week with starting and ending times as approved by the TO Manager. A flexible work schedule may be used with TO Manager approval, including time to support any efforts outside core business hours. TO Contractor personnel may also be requested to restrict the number of hours TO Contractor personnel can work within a given period of time that may result in less than an eight hour day or less than a 40 hour work week.
- (e) Vacation Hours: Requests for leave shall be submitted to the TO Manager at least two weeks in advance. The TO Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.

2.7.2 PERFORMANCE EVALUATION

TO Contractor personnel will be evaluated by the TO Manager on an annual basis for assignments performed during that period. The TO Manager shall evaluate performance of each TO Contractor resource using the established performance evaluation form included as Attachment 18.

2.7.3 PERFORMANCE ISSUE MITIGATION

At any time during the TO period of performance, should the performance of a TO Contractor resource be unsatisfactory as determined by the TO Manager, MSDE will pursue the following mitigation procedures prior to requesting a replacement employee:

- (a) The TO Manager shall document performance issues and give written notice to the TO Contractor, clearly describing problems and delineating remediation requirement(s).
- (b) The TO Contractor shall respond with a written remediation plan within three business days and implement the plan immediately upon written acceptance by the TO Manager.
- (c) Should performance issues persist, the TO Manager may give written notice or request the immediate removal of person(s) whose performance is at issue, and determine whether a substitution is required.

2.7.4 SUBSTITUTION OF PERSONNEL AFTER AWARD

The substitution of personnel procedures is as follows:

- (a) The TO Contractor may not substitute personnel without the prior approval of the TO Manager.
- (b) To replace any personnel, the TO Contractor shall submit resumes of the proposed personnel specifying their intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.
- (c) Proposed substitute personnel shall 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.

2.7.5 PREMISES AND OPERATIONAL SECURITY

- (a) Prior to commencement of work, TO Contractor employees and subcontractors to be assigned to perform work under the resulting TO Agreement shall be required to submit background check certification to MSDE from recognized Law Enforcement Agencies, including the FBI. TO Contractor shall be responsible for ensuring that its employees' and subcontractors' background check certifications are renewed annually, and at the sole expense to the TO Contractor. MSDE reserves the right to disqualify any TO Contractor employees or subcontractors whose background checks suggest conduct, involvements, and/or associations that MSDE determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this TORFP. MSDE reserves the right to perform additional background checks on TO Contractor and subcontractor employees.
- (b) Further, TO Contractor employees and subcontractors may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Contractor employees and subcontractors to be accompanied while on secured premises.

- (c) TO Contractor employees shall, while on State premises, display their State issued identification cards without exception.
- (d) TO Contractor shall require its employees to follow the State of Maryland and MSDE IT Security Policy and Standards throughout the term of the Contract.
- (e) The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States citizens, prior to commencement of work under the resulting Contract.
- (f) TO Contractor shall remove any employee from working on the resulting Contract where the State of Maryland provides evidence to the TO Contractor that said employee has not adhered to the security requirements specified herein.
- (g) The cost of complying with all security requirements specified herein are the sole responsibilities and obligations of the TO Contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

2.8 DELIVERABLES

2.8.1 DELIVERABLE SUBMISSION

For every deliverable, the TO Contractor shall request that the TO Manager confirm receipt of that deliverable by sending an Agency Receipt of Deliverable form (Attachment 8) with the deliverable. The TO Manager will acknowledge receipt of the deliverable via email using the provided form.

For every deliverable, the TO Contractor shall submit by email an Agency Deliverable Product Acceptance Form (DPAF), provided as Attachment 9, to the TO Manager in MS Word (2007 or greater).

Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project and/or Microsoft Visio versions 2007 or later. At the TO Manager's discretion, the TO Manager may request one hard copy of a written deliverable.

A standard deliverable review cycle will be elaborated and agreed-upon between the State and the TO Contractor. This review process is entered into when the TO Contractor completes a deliverable.

For any written deliverable, the TO Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in Section 2.8.3. Drafts of each final written deliverable, except status reports, are required at least one week in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in Section 2.8.3.

2.8.2 DELIVERABLE ACCEPTANCE

A final deliverable shall satisfy the scope and requirements of this TORFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in Section 2.8.4 Deliverable Descriptions/Acceptance Criteria.

The TO Manager shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The TO Manager is responsible for coordinating comments and input from various team members and stakeholders. The TO Manager is responsible for providing clear guidance and direction to the TO Contractor in the event of divergent feedback from various team members.

The TO Manager will issue to the TO Contractor a notice of acceptance or rejection of the deliverable in the DPAF (Attachment 9). Following the return of the DPAF indicating “Accepted” and signed by the TO Manager, the TO Contractor shall submit a proper invoice in accordance with the procedures in Section 2.12. The invoice must be accompanied by a copy of the executed DPAF or payment may be withheld.

In the event of rejection, the TO Manager will formally communicate in writing any deliverable deficiencies or non-conformities to the TO Contractor, describing in those deficiencies what shall be corrected prior to acceptance of the deliverable in sufficient detail for the TO Contractor to address the deficiencies. The TO Contractor shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.

Subsequent reviews for a deliverable containing deficiencies will be limited to the original deficiencies and the portions of the deliverable that were dependent on the deficiencies.

2.8.3 MINIMUM DELIVERABLE QUALITY

The TO Contractor shall subject each deliverable to its internal quality-control process prior to submitting the deliverable to the State.

Each deliverable shall meet the following minimum acceptance criteria:

- (a) Be presented in a format appropriate for the subject matter and depth of discussion.
- (b) Be organized in a manner that presents a logical flow of the deliverable’s content.
- (c) Represent factual information reasonably expected to have been known at the time of submittal.
- (d) In each section of the deliverable, include only information relevant to that section of the deliverable.
- (e) Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
- (f) Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
- (g) Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.

A draft written deliverable may contain limited structural errors such as incorrect punctuation, and shall represent a significant level of completeness toward the associated final written deliverable. The draft written deliverable shall otherwise comply with minimum deliverable quality criteria above.

2.8.4 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

The TO Contractor may suggest other subtasks, artifacts, or deliverables to improve the quality and success of the assigned tasks.

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.8.4.1	Transition-In Plan and Implementation	<p>The Transition-In plan shall address:</p> <ul style="list-style-type: none"> • Transportation of Equipment • Staffing provisions • Communications • Security access and system connectivity • Hardware/ software and office administrative needs • Attaining knowledge of standard operating procedures to maintain CCATS application and database and the MSDE network, • Demonstration of team’s operational readiness to undertake maintenance and support. • Transition schedule in MS Project, clearly indicating system availability. • Risk Assessment <p>Implementation is completed when:</p> <ul style="list-style-type: none"> • Servers power up without error, • Production, User Acceptance Testing and Training environments are available, • For all environments: <ul style="list-style-type: none"> ○ Database is operational, ○ Application is accessible and will process online and batch transactions in each major program area, ○ Business Objects Reports are operational. • Updated Operations and Procedures Manual is accepted. • Updated Security Plan is accepted. 	<p>Initial Plan Delivery: NTP+ 5 business days</p> <p>Implement at TO Contractor facility: NTP+ 60 days</p>

		<ul style="list-style-type: none"> • Incident Escalation Plan is accepted. • Configuration and Lifecycle Management Program is accepted. 	
2.8.4.2	Transition Out Plan	<p>The Transition-out Plan shall include:</p> <ul style="list-style-type: none"> • Staffing concerns/issues related to the closeout of the TO. • Communications and reporting process between the TO Contractor and the TO Manager during transition; • Security and system access: review and closeout as needed; • Hardware/software inventory including manufacturer, product identification such as model number/serial number, product description, and MSDE inventory control number. • Knowledge transfer provisions • Documentation of risk factors and suggested solutions. • Delivery of all documentation and data is current and complete with a hard and soft copy in a format prescribed by the TO Manager; • Complete daily and weekly back-ups as of the final date of transition back to the State or State’s Agent, but no later than the final date of the TO. 	Within seven (7) days of being notified by the TO Manager
2.8.4.3	Monthly Report	<p>Provides information on the following:</p> <ul style="list-style-type: none"> • Uptime for each virtual server in 	The fifth day of the month following the report month.

		<p>use during the month</p> <ul style="list-style-type: none"> • Help desk case activity • Change request activity • Backup activity and size • System resource utilization • Usage levels by day and time based on web log data. • The status of each of the deliverables. • The status of attainment of service level agreements. 	The acceptance of the monthly report with deliverable status is the basis for the monthly fixed price payment.
2.8.4.4	Operations and Procedures Manual	Documents the information required in the System Administration Manual of the SDLC and other material necessary to effectively manage CCATS.	Updated within 30 days following a significant change.
2.8.4.5	DB2 audit report	The audit report output shall be provided weekly to MSDE security personnel.	The next business day following the end of the week being reported.
2.8.4.6	File transfers	Scheduled file transfers for external partners are completed on schedule.	Transfers are scheduled to occur daily, weekly and monthly.
2.8.4.7	Backups	Backups of the active application and database servers are made on schedule and stored in the correct location using the tools and procedures provided by MSDE.	At a minimum, incremental backups shall be made daily and full backups weekly.
2.8.4.8	Annual recovery test	At least once each year a recovery test is conducted of all production systems.	Scheduled in conjunction with MSDE within each 12 month period.
2.8.4.9	Annual SOC 2 Audit of Hosting Services	At least once each year the hosting facility obtains an independent review and provides a copy of the report to MSDE.	Within each 12 month period.

2.9 MINIMUM QUALIFICATIONS

2.9.1 OFFEROR'S COMPANY MINIMUM QUALIFICATIONS

Only those Master Contractors that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation. The Master Contractor's proposal and references will be used to verify

minimum qualifications. The Master Contractor's proposal shall demonstrate meeting the following minimum requirements:

- (a) At least five (5) years of demonstrated experience providing hosting or data center support services to government entities with at least 2,500 end-users. Subcontractor experience may be included to meet this requirement.
- (b) At least one (1) engagement providing security services including both networking and system security.
- (c) At least one (1) engagement providing disaster recovery and business continuity planning and services.

2.9.2 OFFEROR'S PERSONNEL MINIMUM QUALIFICATIONS

Only those Master Contractors supplying key proposed personnel that fully meet all minimum qualification criteria in this section shall be eligible for TORFP proposal evaluation.

For the personnel proposed under this TORFP, proposed resources must meet all minimum qualifications for the labor category proposed, as identified in the CATS + Master Contract Section 2.10 plus the following minimum qualifications. Resumes shall clearly outline starting dates and ending dates for each applicable experience or skill.

Master Contractors shall propose exactly two (2) personnel in response to this TORFP.

Master Contractors shall explicitly identify required skills and experience in Attachment 5 for evaluation. Note that DOIT policy for CATS+ procurements is that "Substitutions of proposed personnel during the evaluation period, prior to award, is prohibited. Substitutions of any kind post proposal due date, but prior to award is considered to be the equivalent of an alternate proposal and is also prohibited". <http://doit.maryland.gov/contracts/Pages/catsplus-substitution.aspx>

TO Contractor shall include a staffing plan in their proposal describing the procedures and schedule that will be used to identify, screen and recommend additional or substitute personnel.

2.9.2.1 Required Named Personnel

(a) Administrator, Systems

The TO Contractor shall provide one (1) Administrator, Systems.

In addition to the CATS+ labor category requirements, the Administrator, Systems shall have:

- at least 5 years of experience in administering servers running J2EE and Websphere or Weblogic applications,
- at least 3 years of experience with Business Objects, and
- at least 5 years of experience administering software applications on the Windows operating system.

(b) Database Management Specialist (Senior)

In addition to the CATS+ labor category requirements, the Database Management Specialist (Senior) shall

- be a certified DB2 Database Administrator and
- have at least six (6) years of experience in DB2.

2.9.3 Supplemental personnel resources to meet potential future needs

MSDE may issue work orders requiring additional personnel any of the following labor categories.

- (a) Administrator, Systems
- (b) Database Management Specialist (Senior)
- (c) Database Management Specialist (Junior)
- (d) Engineer, Network (Senior)
- (e) Network Administrator
- (f) Computer Operator
- (g) Security, Computer Systems Specialist
- (h) Security, Data Specialist
- (i) Project Manager
- (j) Testing Specialist
- (k) Help Desk Specialist (Senior)
- (l) Engineer, Information Security
- (m) Technical Writer/Editor
- (n) Project Control Specialist
- (o) Engineer, Network Security

2.10 TO CONTRACTOR AND PERSONNEL OTHER REQUIREMENTS

The following additional qualifications are required and will be evaluated as part of the technical proposal.

- (a) Any supplemental personnel provided in support of this TO using the work order process shall meet the minimum qualifications for the labor category as defined in Section 2.10 of the CATS+ Master Contract.
- (b) The TO Contractor shall have at least one year of experience managing or operating public sector, transactional web applications and payment processing systems.

2.11 RETAINAGE

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.12 INVOICING

2.12.1 FIXED PRICE INVOICING

Invoicing shall be submitted monthly. Invoicing shall reflect the fixed price payment for monthly services based on the completion and acceptance of the monthly status report deliverables as defined in Section 2.8.4 and shall be accompanied by signed notice(s) of acceptance (DPAF) for all invoices submitted for payment. Payment of invoices will be withheld if a signed Acceptance of Deliverable Form (Attachment 9) is not submitted.

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

Payment will only be made upon completion and acceptance of the deliverables as defined in Section 2.8.

2.12.2 T&M INVOICING

Time sheet submission and acceptance only applies when MSDE has authorized a work order for time and materials services from the TO Contractor. Within three business days after the last day of the month, the TO Contractor shall submit a monthly timesheet for the preceding month providing data for all resources provided under the TO via an approved work order.

At a minimum, each monthly timesheet shall show:

- A) Title: "Time Sheet for CCATS Server Hosting and Administration"
- B) Issuing company name, address, and telephone number
- C) For each employee /resource:
 - a) Employee / resource name
 - b) For each week ending date, e.g., "Week Ending: mm/dd/yyyy" (weeks run Sunday through Saturday)
 - (1) Tasks completed that week and the associated deliverable names and ID#s
 - (2) Number of hours worked each day
 - (3) Total number of hours worked that week
 - (4) Weekly variance above or below 40 hours
 - (5) Annual number of hours planned under the TO
 - (6) Annual number of hours worked to date
 - (7) Balance of hours remaining
 - (8) Annual variance to date (Sum of weekly variances)

D) Signature and date lines for the TO Manager

Submission of time sheets shall be to the TO Manager for approval by signature. TO Manager Acceptance of timesheets shall acknowledge the accuracy of the time reported.

2.12.3 INVOICE SUBMISSION PROCEDURE FOR FIXED PRICE AND T&M

This procedure consists of the following requirements and steps:

- (a) A proper invoice shall identify “Maryland State Department of Education” as the recipient and contain the following information: date of invoice, TO Agreement number, deliverable description, deliverable number (e.g., “2.7.4.1.”), period of performance covered by the invoice, a total invoice amount, and a TO Contractor point of contact with telephone number. (T&M only): Also include for each person working on a time and materials basis covered by the invoice the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount.

The TO Contractor shall send the original of each invoice and signed DPAF (Attachment 9), for each deliverable being invoiced to the MSDE at the following address:

Accounts Payable
Maryland State Department of Education
200 West Baltimore Street
Baltimore, MD 20201-2595

And a copy emailed to
Reynaldo Arriazola
Maryland State Department of Education
Reynaldo.arriazola@msde.state.md.us

- (b) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.12.4 WORK ORDER PROCESS

- (a) Additional services or resources will be provided via a Work Order process. A Work Order may be issued for either fixed price or time and materials pricing. T&M Work Orders will be issued in accordance with pre-approved Labor Categories with the fully loaded rates proposed in Attachment 1.
- (b) The TO Manager shall e-mail a Work Order Request (See Attachment 17) to the TO Contractor to provide services or resources that are within the scope of this TORFP. The Work Order Request will include:
- (i) Technical requirements and description of the service or resources needed
 - (ii) Performance objectives and/or deliverables, as applicable

- (iii) Due date and time for submitting a response to the request
- (iv) Required place(s) where work must be performed
- (c) The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
 - (i) A response that details the TO Contractor's understanding of the work;
 - (ii) A price to complete the Work Order Request using the format provided in Attachment 17.
 - (iii) A description of proposed resources required to perform the requested tasks if needed, with CATS+ labor categories listed in accordance with Attachment 1.
 - (iv) An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks.
 - (v) State-furnished information, work site, and/or access to equipment, facilities, or personnel.
 - (vi) The proposed personnel resources, including any subcontractor personnel, to complete the task.
- (d) For a T&M Work Order, the TO Manager will review the response and will confirm the proposed labor rates are consistent with this TORFP; For a fixed price Work Order, the TO Manager will review the response and will confirm the proposed prices are acceptable.
- (e) The TO Manager will contact the TO Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the TO Procurement Officer for approval. The TO Procurement Officer could issue a change order to the TORFP if appropriate.
- (f) Proposed personnel on any type of Work Order shall be approved by the TO Manager. The TO Contractor shall furnish resumes of proposed personnel specifying their intended labor category from the CATS+ Labor Categories proposed in the TO Proposal. The TO Manager shall have the option to interview the proposed personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the personnel.
- (g) The TO Manager will issue the NTP after the Work Order is approved and/or any interviews are completed.
- (h) When a work order is for time and materials work, a time sheet reporting the hours spent on the work order only will be submitted with the invoice.

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SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS+ TORFP shall respond no later than the submission due date and time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal; or 2) a completed 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 the CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

A TO Proposal shall conform to the requirements of this CATS+ TORFP.

3.2 SUBMISSION

The TO Proposal shall be submitted via two e-mails, each not to exceed 10 MB.

The TO Technical Proposal shall be contained in one email, with two attachments. This email shall include:

- Subject line “CATS+ TORFP # R00B4400123 Technical” plus the Master Contractor Name
- One attachment labeled “TORFP R00B4400123 Technical - Attachments” containing all Technical Proposal Attachments (see Section 3.3 below), signed and in PDF format.
- One attachment labeled “TORFP R00B4400123 Technical – Proposal” in Microsoft Word format (2007 or later).

The TO Financial Proposal shall be contained in one email, with one attachment. This email shall include:

- Subject line “CATS+ TORFP # R00B4400123 Financial” plus the Master Contractor Name
- One attachment labeled “TORFP R00B4400123 Financial” containing the Financial Proposal contents, signed and in PDF format.

3.3 SUMMARY OF ATTACHMENTS

No attachment forms shall be altered. Signatures shall be clearly visible.

The following attachments shall be included with the TO Technical Proposal:

- Attachment 4 – Conflict of Interest Affidavit and Disclosure - Signed PDF
- Attachment 5 and Attachment 5A- Labor Classification Personnel Resume Summary (Forms LC1 and TM1) - Signed PDF
- Attachment 13 – Living Wage Affidavit of Agreement - Signed PDF
- Attachment 16 - Certification Regarding Investments in Iran - Signed PDF

The following attachments shall be included with the TO Financial Proposal:

- Attachment 1 Price Proposal – Signed PDF

3.4 PROPOSAL FORMAT

A TO Proposal shall contain the following sections in order:

3.4.1 TO TECHNICAL PROPOSAL

A) Proposed Services

- 1) Executive Summary: A one-page summary describing the Master Contractor's understanding of the TORFP scope of work (Section 2) and proposed solution.
- 2) Proposed Solution: A more detailed description of the Master Contractor's understanding of the TORFP scope of work, proposed methodology and solution. The proposed solution shall be organized to exactly match the requirements outlined in Section 2 and shall specifically include:
 - a) Transition In plan and schedule per Section 2.6.1.1(b) in draft form
 - b) Security Plan in draft form
 - c) Incident Escalation Plan in draft form
- 3) Draft Work Breakdown Structure (WBS): A matrix or table that shows a breakdown of the tasks required to complete the requirements and deliverables in Section 2 - Scope of Work. The WBS should reflect the chronology of tasks without assigning specific time frames or start / completion dates. The WBS may include tasks to be performed by the State or third parties, for example, independent quality assurance tasks. If the WBS appears as a deliverable in Section 2 – Scope of Work, the deliverable version will be a final version. Any subsequent versions shall be approved through a formal configuration or change management process.
- 4) Draft Project or Work Schedule: A Gantt or similar chart containing tasks and estimated time frames for completing the requirements and deliverables in Section 2 - Scope of Work. The final schedule should come later as a deliverable under the TO after the TO Contractor has had opportunity to develop realistic estimates. The Project or Work Schedule may include tasks to be performed by the State or third parties.
- 5) Draft Risk Assessment: Identification and prioritization of risks inherent in meeting the requirements in Section 2 - Scope of Work. Includes a description of strategies to mitigate risks. If the Risk Assessment appears as a deliverable in Section 2 – Scope of Work, that version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.
- 6) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal. Master Contractors should avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.
- 7) Tools the TO Contractor owns and proposes for use to meet any requirements in Section 2.

B) Compliance with Offeror's Company Minimum Qualifications

Offerors will complete the following table to demonstrate compliance with the Offeror's Company Minimum Requirements in Section 2.9.1.

Reference	Offeror Company Minimum Requirement	Evidence of Compliance
2.9.1(a)	At least 3 years experience providing hosting and data center support services with at least 2,500 end users	Offeror documents evidence of compliance here.
2.9.1(b)	At least 1 engagement providing system security services	Offeror documents evidence of compliance here.
2.9.1(c)	At least 1 engagement providing disaster recovery and business continuity planning	Offeror documents evidence of compliance here.

C) Proposed Personnel and TORFP Staffing

Master Contractors shall propose exactly two (2) named personnel in response to this TORFP.

- 1) Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary for each proposed resource (forms LC1 and TM1). The information should show:
 - a) In Form LC1 - Each proposed person’s skills and experience as they relate to the Master Contractor’s proposed solution and Section 2 – Scope of Work.
 - b) In Form TM1 – List how each proposed person’s background meets all minimum personnel requirements listed in this TORFP and the CATS+ Master Contract for the relevant labor category.
- 2) Provide evidence proposed personnel possess the required certifications in accordance with Section 2.9.2 Offeror’s Personnel Minimum Qualifications.
- 3) Provide three (3) references per proposed personnel containing the information listed in Attachment, Form LC1 Section A.
- 4) Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources in addition to the personnel requested in this TORFP, and how the TO Contractor Personnel shall be managed. Include:
 - a) Planned team composition by role (**Important! Identify specific names and provide history only for the proposed resources required for evaluation of this TORFP**).
 - b) Process and proposed lead time for locating and bringing on board resources that meet TO needs
 - c) Supporting descriptions for all labor categories proposed in response to this TORFP
 - d) Description of approach for quickly substituting qualified personnel after start of TO
- 5) Provide the names and titles of the Master Contractor’s management staff who will supervise the personnel and quality of services rendered under this TO Agreement.

D) MBE, SBE Participation and VSBE Participation

The Master Contractor shall be a Small Business Enterprise (SBE) certified entity.

E) Subcontractors

Identify all proposed subcontractors, including MBEs, and their roles in the performance of Section 2 - Scope of Work.

F) Overall Master Contractor team organizational chart

Provide an overall team organizational chart with all team resources available to fulfill the TO scope of work.

G) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide up to three examples of engagements or contracts the Master Contractor or subcontractor(s), if applicable, has completed that were similar to Section 2 - Scope of Work. Include contact information for each client organization complete with the following:
 - a) Name of organization.
 - b) Point of contact name, title, email and telephone number (point of contact shall be accessible and knowledgeable regarding experience).
 - c) Services provided as they relate to Section 2 - Scope of Work.
 - d) Start and end dates for each example engagement or contract.
 - e) Current Master Contractor team personnel who participated on the engagement.
 - f) If the Master Contractor is no longer providing the services, explain why not.
- 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 entity of the State of Maryland.

For each identified contract, the Master Contractor shall provide the following (if not already provided in sub paragraph 1 above):

- a) Contract or task order name.
- b) Name of organization.
- c) Point of contact name, title, email, and telephone number (point of contact shall be accessible and knowledgeable regarding experience).
- d) Start and end dates for each engagement or contract. If the Master Contractor is no longer providing the services, explain why not.
- e) Dollar value of the contract.
- f) Indicate if the contract was terminated before the original expiration date.
- g) Indicate if any renewal options were not exercised.

Note - State of Maryland experience can be included as part of Section 2 above as engagement or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

H) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

I) Confidentiality

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.

J) Proposed Facility

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

- (1) Describe the proposed hosting facility, clearly addressing each facility requirement.

K) Provide a copy of the current SOC 2 Audit report for the proposed hosting facility describing control activities for physical access to the data center, data center environmental safeguards, network and system redundancy, and problem management.

3.4.2 TO FINANCIAL PROPOSAL

- A) A description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal);
- B) Attachment 1– Price Proposal, completed in .PDF format with all proposed labor categories including all rates fully loaded. Master Contractors shall list all proposed resources by approved CATS+ labor categories in the price proposal. Prices shall be valid for 120 days.
- C) To be responsive to this TORFP, the Price Proposal (Attachment 1) shall provide labor rates for all labor categories. Proposed rates are not to exceed the rates defined in the Master Contract for the Master Contract year(s) in effect at the time of the TO Proposal due date.

Note: Failure to specify a CATS+ labor category in the completed Price Proposal for each proposed resource will make the TO proposal non-responsive to this TORFP.

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SECTION 4 - TASK ORDER AWARD PROCESS

4.1 OVERVIEW

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

4.2 TO PROPOSAL EVALUATION CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance. Failure to meet the minimum company personnel qualifications shall disqualify a proposal:

- A) The adequacy of the proposed hosting facility as described in the Master Contractor's TO Technical Proposal.
- B) The capability of the proposed resources to perform the required tasks and produce the required deliverables in the TORFP Scope of Work – Section 2. Capability will be determined from each proposed individual's resume, reference checks, and oral presentation (See Section 1.5 Oral Presentations/Interviews).
- C) The overall experience, capability and references for the Master Contractor as described in the Master Contractor's TO Technical Proposal.
- D) The Master Contractor's overall understanding of the TORFP Scope of Work – Section 2. Level of understanding will be determined by the quality and accuracy of the technical proposal in adherence to Section 3.4.
- E) The ability for the Master Contractor to meet staffing expectations relative to supplying additional personnel for this TORFP meeting qualifications in Section 2.9 and 2.10.
- F) Demonstration of how the Master Contractor plans to staff the task order at the levels set forth in Section 2 and also for potential future resource requests.

4.3 SELECTION PROCEDURES

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 2 of this TORFP, and quality of responses to Section 3.4.1 TO Technical Proposal. 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.
- B) The State will conduct an in person oral presentation at the MSDE location, specified in the Key Information Summary Sheet, with each qualified TO Contractor which will include the proposed team of Required Personnel defined in Section 2.9.2.1. The TO Contractor's Required Personnel (Administrator, Systems and Database Management Specialist (Senior)) proposed in the TO Proposal shall be present at orals presentation to be interviewed. These Required Personnel shall meet minimum qualifications in Section 2.9.2.1.
- C) If the evaluation committee determines that based on interviews at the oral presentations the proposed required resources are unable to correctly respond to the technical questions, it will be documented and the proposed TO Contractor will be determined non-susceptible for award and financials will not be considered

- D) For TO Proposals deemed technically qualified, the associated TO Financial Proposal will be opened. All others will be deemed not reasonably susceptible for award and the TO Procurement Officer will notify the Master Contractor it has not been selected to perform the work.
- E) Qualified TO Financial Proposal responses will be reviewed and ranked from lowest to highest price proposed.
- F) The most advantageous TO Proposal considering both the technical and financial submissions shall be selected for TO award. In making this selection, technical merit has greater weight than price.
- G) All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

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 Criminal Background Check Affidavit (TO Contractor), a Purchase Order, and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed (sample).

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LIST OF ATTACHMENTS

Attachment Label	Attachment Name	Applicable to this TORFP?	Submit with Proposal?*(Submit, Do Not Submit, N/A)
Attachment 1	Price Proposal	Applicable	Submit with TO Financial Proposal
Attachment 2	Minority Business Enterprise Participation (Attachments D-1 – D-7)		Do Not Submit with Proposal
Attachment 3	Task Order Agreement (TO Agreement)	Applicable	Do Not Submit with Proposal
Attachment 4	Conflict of Interest Affidavit and Disclosure	Applicable	Submit with TO Technical Proposal
Attachment 5	Labor Classification Personnel Resume Summary	Applicable	Submit with TO Technical Proposal
Attachment 6	Pre-Proposal Conference Directions	Applicable	Do Not Submit with Proposal
Attachment 7	Notice to Proceed (Sample)	Applicable	Do Not Submit with Proposal
Attachment 8	Agency Receipt of Deliverable Form	Applicable	Do Not Submit with Proposal
Attachment 9	Agency Deliverable Product Acceptance Form (DPAF)	Applicable	Do Not Submit with Proposal
Attachment 10	Non-Disclosure Agreement (Offeror)		Do Not Submit with Proposal
Attachment 11	Non-Disclosure Agreement (TO Contractor)	Applicable	Do Not Submit with Proposal
Attachment 12	TO Contractor Self-Reporting Checklist	Applicable	Do Not Submit with Proposal
Attachment 13	Living Wage Affidavit of Agreement	Applicable	Submit with TO Technical Proposal
Attachment 14	Mercury Affidavit	Applicable	Do Not Submit with Proposal
Attachment 15	Veteran Owned Small Business Enterprise Utilization Affidavit		Do Not Submit with Proposal
Attachment 16	Certification Regarding Investments in Iran	Applicable	Submit with TO Technical Proposal
Attachment 17	Sample Work Order	Applicable	Do Not Submit with Proposal
Attachment 18	Performance Evaluation Form	Applicable	Do Not Submit with Proposal
Attachment 19	Criminal Background Check Affidavit	Applicable	Submit with TO Technical Proposal

*if not specified in submission instructions, any attachment submitted with response shall be in PDF format and signed

ATTACHMENT 1 PRICE PROPOSAL

PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS+ TORFP # R00B4400123

The total class hours (Column B) are not to be construed as “guaranteed” hours; the total number of hours is an estimate only for purposes of price proposal evaluation. The Total Proposed CATS+ TORFP Price should be calculated only for Required Resources. Future Additional Resources will not be used in the price proposal evaluation.

Note that Time and Materials labor hours will be requested and authorized by MSDE for work orders.

A year for this task order shall be calculated as one calendar year from NTP. **Labor Rate**

Maximums: The maximum labor rate that may be proposed for any CATS+ Labor Category shall not exceed the maximum for the CATS+ Master Contract year in effect on the TO Proposal due date.

CATS+ Labor Category Proposed by Master Contractor	Resource Name for required personnel.	Hourly Labor Rate (A)	Total Class Hours (B)	Total Proposed CATS+ TORFP Price (C)
Year 1				
Required Resources				
Administrator, Systems – Required	Resource Name	\$	2080	\$
Database Management Specialist (Senior) Required	Resource Name	\$	2080	\$
Future Additional Resources to be Added by Work Order				
Database Management Specialist (Junior) – Potential Future		\$	0	
Engineer, Network (Senior)– Potential Future		\$	0	
Network Administrator – Potential Future		\$	0	
Computer Operator – Potential Future		\$	0	
Security, Computer Systems Specialist – Potential Future		\$	0	
Security, Data Specialist – Potential Future		\$	0	
Project Manager – Potential Future		\$	0	
Testing Specialist – Potential Future		\$	0	
Help Desk Specialist (Senior) – Potential Future		\$	0	
Engineer, Information Security – Potential Future		\$	0	
Technical Writer/Editor – Potential Future		\$	0	
Project Control Specialist – Potential Future		\$	0	
Engineer, Network Security – Potential Future		\$	0	
		Evaluated Price Year 1		\$
Year 2				
Required Resources				
Administrator, Systems – Required	Resource Name	\$	2080	\$
Database Management Specialist (Senior) Required	Resource Name	\$	2080	\$
Future Additional Resources to be Added by Work Order				

CATS+ Labor Category Proposed by Master Contractor	Resource Name for required personnel.	Hourly Labor Rate (A)	Total Class Hours (B)	Total Proposed CATS+ TORFP Price (C)
Database Management Specialist (Junior) – Potential Future		\$	0	\$
Engineer, Network (Senior)– Potential Future		\$	0	
Network Administrator – Potential Future		\$	0	
Computer Operator – Potential Future		\$	0	
Security, Computer Systems Specialist – Potential Future		\$	0	
Security, Data Specialist – Potential Future		\$	0	
Project Manager – Potential Future		\$	0	
Testing Specialist – Potential Future		\$	0	
Help Desk Specialist (Senior) – Potential Future		\$	0	
Engineer, Information Security – Potential Future		\$	0	
Technical Writer/Editor – Potential Future		\$	0	
Project Control Specialist – Potential Future		\$	0	
Engineer, Network Security – Potential Future		\$	0	
		Evaluated Price Year 2		\$
Year 3 (option year)				
Required Resources				
Administrator, Systems – Required	Resource Name	\$	2080	\$
Database Management Specialist (Senior) Required	Resource Name	\$	2080	\$
Future Additional Resources to be Added by Work Order				
Database Management Specialist (Junior) – Potential Future		\$	0	
Engineer, Network (Senior)– Potential Future		\$	0	
Network Administrator – Potential Future		\$	0	
Computer Operator – Potential Future		\$	0	
Security, Computer Systems Specialist – Potential Future		\$	0	
Security, Data Specialist – Potential Future		\$	0	
Project Manager – Potential Future		\$	0	
Testing Specialist – Potential Future		\$	0	
Help Desk Specialist (Senior) – Potential Future		\$	0	
Engineer, Information Security – Potential Future		\$	0	
Technical Writer/Editor – Potential Future		\$	0	
Project Control Specialist – Potential Future		\$	0	
Engineer, Network Security – Potential Future		\$	0	
		Evaluated Price Year 3		\$
Year 4 (option year)				
Required Resources				

CATS+ Labor Category Proposed by Master Contractor	Resource Name for required personnel.	Hourly Labor Rate (A)	Total Class Hours (B)	Total Proposed CATS+ TORFP Price (C)
Administrator, Systems – Required	Resource Name	\$	2080	\$
Database Management Specialist (Senior) Required	Resource Name	\$	2080	\$
Future Additional Resources to be Added by Work Order				
Database Management Specialist (Junior) – Potential Future		\$	0	
Engineer, Network (Senior)– Potential Future		\$	0	
Network Administrator – Potential Future		\$	0	
Computer Operator – Potential Future		\$	0	
Security, Computer Systems Specialist – Potential Future		\$	0	
Security, Data Specialist – Potential Future		\$	0	
Project Manager – Potential Future		\$	0	
Testing Specialist – Potential Future		\$	0	
Help Desk Specialist (Senior) – Potential Future		\$	0	
Engineer, Information Security – Potential Future		\$	0	
Technical Writer/Editor – Potential Future		\$	0	
Project Control Specialist – Potential Future		\$	0	
Engineer, Network Security – Potential Future		\$	0	
		Evaluated Price Year 4		\$
Year 5 (option year)				
Required Resources				
Administrator, Systems – Required	Resource Name	\$	2080	\$
Database Management Specialist (Senior) Required	Resource Name	\$	2080	\$
Future Additional Resources to be Added by Work Order				
Database Management Specialist (Junior) – Potential Future		\$	0	
Engineer, Network (Senior)– Potential Future		\$	0	
Network Administrator – Potential Future		\$	0	
Computer Operator – Potential Future		\$	0	
Security, Computer Systems Specialist – Potential Future		\$	0	
Security, Data Specialist – Potential Future		\$	0	
Project Manager – Potential Future		\$	0	
Testing Specialist – Potential Future		\$	0	
Help Desk Specialist (Senior) – Potential Future		\$	0	
Engineer, Information Security – Potential Future		\$	0	
Technical Writer/Editor – Potential Future		\$	0	

CATS+ Labor Category Proposed by Master Contractor	Resource Name for required personnel.	Hourly Labor Rate (A)	Total Class Hours (B)	Total Proposed CATS+ TORFP Price (C)
Project Control Specialist – Potential Future		\$	0	
Engineer, Network Security – Potential Future		\$	0	
		Evaluated Price Year 5		\$
Total Evaluated Price (Years 1 – 5)				\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

Signature

Date

The Hourly Labor Rate is the actual rate the State will pay for services and shall be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate but may be lower. Rates shall be fully loaded, all-inclusive, i.e., include all direct and indirect costs and profits for the Master Contractor to perform under the TO Agreement.

ATTACHMENT 1 PRICE PROPOSAL (Continued)
PRICE PROPOSAL (FIXED PRICE) FOR CATS+ TORFP # R00B4400123

Identification	Deliverable	Monthly Rate	Number of Months	Proposed Price
Year 1				
2.6.1.1	Transition-In Plan and Implementation	N/A	N/A	
2.6.1.3, 2.6.1.4, 2.6.1.5, 2.6.1.6,	Monthly Hosting Services - Commencing on MSDE Accepted Transition Date		12	
Evaluated Price Year 1				
Year 2				
2.6.1.3, 2.6.1.4, 2.6.1.5, 2.6.1.6,	Monthly Hosting Services		12	
Evaluated Price Year 2				
Year 3				
2.6.1.3, 2.6.1.4, 2.6.1.5, 2.6.1.6,	Monthly Hosting Services		12	
Evaluated Price Year 3 option year				
Year 4				
2.6.1.3, 2.6.1.4, 2.6.1.5, 2.6.1.6,	Monthly Hosting Services		12	
Evaluated Price Year 4 option year				
Year 5				
2.6.1.3, 2.6.1.4, 2.6.1.5, 2.6.1.6,	Monthly Hosting Services		12	
2.6.1.2	Transition Out (may be at any time during TO period)	N/A	N/A	
Evaluated Price Year 5 option year				
Total Proposed Fixed Price				

 Authorized Individual Name

 Company Name

 Title

 Company Tax ID #

 Signature

 Date

ATTACHMENT 1 PRICE PROPOSAL FORM (Summary)
PRICE PROPOSAL (SUMMARY OF FIXED PRICE & TIME AND MATERIAL) FOR CATS+
TORFP # R00B4400123

PERIOD	TOTAL EVALUATED COST
YEAR ONE	\$
YEAR TWO	\$
OPTION YEAR ONE	\$
OPTION YEAR TWO	\$
OPTION YEAR THREE	\$
TOTAL EVALUATED PRICE	\$

ATTACHMENT 1

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

CATS+ TORFP # R00B4400123

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

ATTACHMENT 3 TASK ORDER AGREEMENT

CATS+ TORFP# R00B4400123 Number OF MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this day of Month, 20XX by and between _____ (TO Contractor) and the STATE OF MARYLAND, 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+ TORFP # R00B4400123.
 - b) “CATS+ TORFP” means the Task Order Request for Proposals # R00B4400123, dated MONTH DAY, YEAR, including any addenda.
 - c) “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated MONTH DAY, YEAR.
 - 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 Maryland State Department of Education and TO Contractor.
 - f) “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - 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 Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
 - i) “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
 - 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 super-cede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a) The TO Agreement,
 - b) Exhibit A – CATS+ TORFP

- c) Exhibit B – TO Technical Proposal
- d) Exhibit C – TO Financial Proposal

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

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS+ TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of two (2) years, commencing on the date of Notice to Proceed and terminating on Month Day, Year. At the sole option of the State, this TO Agreement may be extended for three (3) additional, one (1) year periods for a total TO Agreement period ending on Month, Day, Year

4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS+ TORFP and shall not exceed \$_____. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS+ TORFP, but no later than thirty (30) days after the Agency's receipt of a proper 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 _____. 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 sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- 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)

ATTACHMENT 5 LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (INSTRUCTIONS)

- 1) For this solicitation,
 - a) Master Contractors shall propose a specific resource to fill every job title listed below. If allowed by the solicitation, one resource may be proposed to fill more than one job title. Failure to propose a resource for each job title identified as part of the TO Proposal will result in the TO Technical Proposal being deemed not susceptible for award.
 - b) Master Contractors shall propose the CATS+ Labor Category that best fits each proposed resource. Master Contractors shall comply with all personnel requirements under the Master Contract RFP 060B2490023.
 - c) Master Contractors shall propose a maximum of 1 resource per job title listed below.
 - d) Failure of any proposed resource to meet minimum requirements as listed in this TORFP and in the CATS+ Master Contract will result in the entire TO Technical Proposal being deemed not susceptible for award.
- 2) Job Titles
 - a) Systems Administrator
 - b) Database Management Specialist Senior
- 3) For each job title above, the Master Contractor shall complete one Attachment 5 form and one Attachment 5A form using the templates provided. Alternate worksheets are not allowed. The Attachment 5A – Form TM1- is a separate form labeled *Attachment 5A Form TM1 - Requirements Qualification Traceability Matrix.xls*.
- 4) Form Completion
 - a) Complete one Personnel Resume Summary (Attachment 5 Form LC1) per proposed person to present each proposed person's resume in a standard format.
 - b) Additional information may be attached to each Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.
 - c) Instructions for Attachment 5A – Form TM1 - Requirements Qualification Traceability Matrix. Complete the following parts:
 - Part A) CATS+ Minimum Qualifications:** For each job title above, the Master Contractor shall insert each specific minimum qualification requirement from the CATS+ Master Contract for the proposed labor category. Each minimum requirement shall be followed by one or more examples that demonstrate how the proposed resource meets the minimum requirement. Account for all minimum qualifications, including any experience, education, or professional certifications.
 - (1) Where there is a time requirement such as three months' experience, *you shall provide the dates from and to showing an amount of time that equals or exceeds the mandatory time requirement.* Enter multiple examples if necessary to show the required time is met using multiple experiences.

- (2) Include the data to support the example within the table. Cross-referencing other cells within the matrix or other portions of the TO Technical Proposal shall only be allowed when referencing proof of certification provided elsewhere in the TO Technical Proposal. *For example, proof of current Oracle Certified Professional status may be cross referenced from the matrix if a copy of the certification is submitted as part of the TO Technical Proposal.*

Part B) Other TORFP Minimum Qualifications: For each job title above, the Master Contractor shall insert each specific minimum qualification requirement listed in the solicitation. Each minimum requirement shall be followed by one or more examples that demonstrate how the proposed resource meets the minimum requirement. Account for all minimum qualifications, including any experience, education, or professional certifications.

Part C) Other Personnel Requirements: After all minimum qualification requirements, the Master Contractor shall insert any other personnel requirements listed within this TORFP and describe how the proposed resource meets those requirements.

ATTACHMENT 5 FORM LC1 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

CATS+ TORFP # R00B4400123

Instructions: Submit one resume form for each resource proposed in the TO Proposal. Do not submit other resume formats. Fill out each box as instructed. Do not enter “see resume” in this form. Failure to follow the instructions on the instructions tab and in TORFP may result in the TO Proposal being considered not susceptible for award.

Candidate Name:	
Master Contractor:	<insert Master Contractor name>
Proposed CATS+ Labor Category:	<proposed by Master Contractor>
Job Title (As listed in TORFP):	<as described in this TORFP>

Education / Training (start with latest degree / certificate)

Institution Name / City / State	Degree / Certification	Year Completed	Field Of Study
<add lines as needed>			

Relevant Work Experience*

Describe work experience relevant to the Duties / Responsibilities and Minimum Qualifications described in Section 2 of the TORFP. Start with the most recent experience first; do not include experience not relevant to the scope of this TORFP; use Employment [History below for full employment history](#). Enter dates as MM/YY – MM/YY. Add lines as needed.

[Organization] [Title / Role] [Period of Employment / Work (MM/YY – MM/YY)] [Location] [Contact Person (Optional if current employer)]	Description of Work...
[Organization] [Title / Role] [Period of Employment / Work] [Location] [Contact Person]	Description of Work...

Employment History*

List employment history, starting with the most recent employment first. Enter dates as MM/YY – MM/YY. Add lines as needed.

Start and End Dates	Job Title or Position	Organization Name	Reason for Leaving
MM/YY – MM/YY			

ATTACHMENT 5 FORM LC1 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (CONTINUED)

*Fill out each box. Do not enter "see resume" as a response.

A) References for Proposed Resource (if requested in the TORFP)

List persons the State may contact as employment references. Add lines as needed.

Reference Number:	1
Date From:	<mm/yy>
Date To:	<mm/yy>
Organization Name:	<insert organization name>
Contact Name:	<insert contact>
Contact Phone:	<insert phone>
Contact e-mail:	<insert e-mail>
Details:	<insert details>

B) Requirements Qualification Traceability Matrix

Complete the matrix (Attachment 5A) for each requirement listed for the position in either the CATS+ Master Contract and/or this TORFP.

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

Master Contractor Representative:

Print Name	Signature	Date
------------	-----------	------

Proposed Individual:

Signature	Date
-----------	------

ATTACHMENT 5 (A) FORM TM1 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

Form TM1 – Labor Classification Personnel Resume Summary is a Microsoft Excel Spreadsheet provided separately.

ATTACHMENT 6 PRE-PROPOSAL CONFERENCE DIRECTIONS

The Pre-Proposal Conference will be held:
Tuesday, April 29, 2014 @ 1:00 PM ET
Maryland State Department of Education
200 West Baltimore Street, 8th Floor, CR 1
Baltimore, MD 21201

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 shall 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).

ATTACHMENT 7 NOTICE TO PROCEED (SAMPLE)

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ TO Project Number (TORFP #): R00B4400123

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Mr. / Ms. _____ of _____ (Agency Name) will serve as the TO Manager and your contact person on this Task Order. He / She can be reached at telephone _____.

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

Sincerely,

TO Procurement Officer

Task Order Procurement Officer

Enclosures (2)

cc: TO Manager

Procurement Liaison Office, Department of Information Technology

Project Oversight Office, Department of Information Technology

ATTACHMENT 8 AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: CCATS Hosting and System Administration

TO Project Number (TORFP #): R00B4400123

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: Peter Cevenini

TO Manager Signature	Date Signed
----------------------	-------------

Name of TO Contractor's Project Manager: _____

TO Contractor's Project Manager Signature	Date Signed
---	-------------

ATTACHMENT 9 AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM

Agency Name: Maryland State Department of Education
TORFP Title: CCATS Hosting and System Administration
TO Manager: Peter Cevenini, 410-767-8108

To:

The following deliverable, as required by TO Project Number (TORFP #): #R00B4400123 has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

- Is accepted as delivered.
- Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ATTACHMENT 10 NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non-Disclosure Agreement (the "Agreement") is made this ___ day of _____ 20___, by and between _____ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as "the State").OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS+ TORFP # R00B4400123 for CCATS Hosting and System Administration. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the 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 Dorothy Richburg, MSDE on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State’s rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR’S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys’ fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and 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: _____

ATTACHMENT 11 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ___ day of _____, 20___, by and between the State of Maryland ("the State"), acting by and through its Maryland State Department of Education (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 CCATS Hosting and System Administration TORFP No. R00B4400123 dated _____, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B2490023; 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 Master Contract 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:

This Agreement shall be governed by the laws of the State of Maryland;

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;

The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;

Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and

The Recitals are not merely prefatory but are an integral part hereof.

TO Contractor/TO Contractor's Personnel: Maryland State Department of Education:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A – FOR THE NONDISCLOSURE AGREEMENT (TO CONTRACTOR)
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

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

ATTACHMENT 12 TO CONTRACTOR SELF-REPORTING CHECKLIST

The purpose of this checklist is for CATS+ Master Contractors to self-report on adherence to procedures for task orders (TO) awarded under the CATS+ Master Contract. Requirements for TO management can be found in the CATS+ 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@maryland.gov 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)	

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

SUBMIT AS INSTRUCTED IN TORFP.

ATTACHMENT 13 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 and Date: _____

ATTACHMENT 14 MERCURY AFFIDAVIT

AUTHORIZED REPRESENTATIVE THEREBY AFFIRM THAT:

I am the _____ (Title) and the duly authorized representative of _____ (Business). I possess the legal authority to make this affidavit on behalf of myself and the business for which I am acting.

MERCURY CONTENT INFORMATION:

The product(s) offered do not contain mercury.

OR

The product(s) offered do contain mercury.

(1) Describe the product or product component that contains mercury.

(2) Provide the amount of mercury that is contained in the product or product component. Indicate the unit of measure being used.

I ACKNOWLEDGE THAT this affidavit is to be furnished to the procurement officer and may be distributed to units of (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland;

(3) other states; and

(4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify, or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this affidavit, (2) the contract, and (3) other affidavits comprising part of the contract.

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.

_____ By: _____

Date

Signature

Print Name: _____

Authorized Representative and Affiant

ATTACHMENT 15 STATE OF MARYLAND VETERAN SMALL BUSINESS ENTERPRISE PARTICIPATION (VSBE)

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

ATTACHMENT 16 CERTIFICATION REGARDING INVESTMENTS IN IRAN

Authority: State Finance & Procurement, §§17-701 – 17-707, Annotated Code of Maryland [Chapter 447, Laws of 2012.]

List: The Investment Activities in Iran list identifies companies that the Board of Public Works has found to engage in investment activities in Iran; those companies may not participate in procurements with a public body in the State. “Engaging in investment activities in Iran” means:

- Providing goods or services of at least \$20 million in the energy sector of Iran; or
- For financial institutions, extending credit of at least \$20 million to another person for at least 45 days if the person is on the Investment Activities In Iran list and will use the credit to provide goods or services in the energy of Iran.

The Investment Activities in Iran list is located at: www.bpw.state.md.us

Rule: A company listed on the Investment Activities In Iran list is ineligible to bid on, submit a proposal for, or renew a contract for goods and services with a State Agency or any public body of the State. Also ineligible are any parent, successor, subunit, direct or indirect subsidiary of, or any entity under common ownership or control of, any listed company.

NOTE: This law applies only to new contracts and to contract renewals. The law does not require an Agency to terminate an existing contract with a listed company.

CERTIFICATION REGARDING INVESTMENTS IN IRAN

The undersigned certifies that, in accordance with State Finance & Procurement Article, §17-705:

- (i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and
- (ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

The undersigned is unable make the above certification regarding its investment activities in Iran due to the following activities:

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

ATTACHMENT 17 SAMPLE WORK ORDER

WORK ORDER		Work Order #	Contract #		
This Work Order is issued under the provisions of a CATS+ contract. The services authorized are within the scope of services set forth in the <i>Purpose</i> of the work order.					
Purpose					
Statement of Work Requirements: <u>Deliverable(s), Acceptance Criteria and Due Date(s):</u> Deliverables are subject to review and approval by MSDE prior to payment. <i>(Attach additional sheets if necessary)</i>					
Start Date		End Date			
Cost					
Description for Task / Deliverables		Quantity (if applicable)	Labor Hours (Hrs.)	Labor Rate	Estimate Total
1.				\$	\$
2.				\$	\$
*Include WBS, schedule and response to requirements.			MSDE shall pay an amount not to exceed		\$
Contractor			Agency Approval		
(Signature) Contractor Authorized Representative (Date)			(Signature) TO Manager (Date)		
Point of Contact:		(Print Name)			
Telephone No.:		TO Manager		(Print Name)	
Email:		Telephone No.		Email:	

ATTACHMENT 18 PERFORMANCE EVALUATION FORM

TORFP Title: CCATS Hosting and System Administration

TORFP # R00B4400123

Name of Contractor being evaluated:

(The TO Contractor shall submit one Performance Evaluation Form for each employee as required)

Evaluation Month & Year:

Role (TORFP Section 2.6.2):

Labor Category:

TO Contractor Name:

TO Contractor Contact:

MSDE TO Manager:

TO Requesting Agency: Maryland State Department of Education

PROJECT PERSONNEL PERFORMANCE RATING*

The information below shall be completed by the TO Manager or Designee and returned to the TO Contractor

Performance Area	Satisfactory	Unsatisfactory
Attendance and Timeliness		
Work Productivity		
Work Quality		
Teamwork		
Communication		
Customer Service		

*Project Personnel must maintain a “Satisfactory” rating for each performance area. The TO Contractor shall take action to address any unsatisfactory rating. At the TO Manager’s discretion, employee performance may be rejected and payment withheld pending employee performance mitigation or employee substitution.

Employee performance overall is accepted.

Employee performance overall is rejected (for reasons indicated below).

REASON(S) FOR UNSATISFACTORY EMPLOYEE PERFORMANCE RATING/S:

OTHER COMMENTS:

Signature of Evaluator

Date

Signature of TO Contractor

Date

ATTACHMENT 19 CRIMINAL BACKGROUND CHECK AFFIDAVIT

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the _____ (Title) _____ and the duly authorized representative of _____ (Master Contractor) _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

I hereby affirm that _____ (Master Contractor) _____ has complied with Section 2.4, Security Requirements of the Department of Information Technology's Consulting Technical Services Master Contract Number 060B2490023 (CATS+) hereto as Exhibit A

I hereby affirm that the _____ (Master Contractor) _____ has provided _____ (Agency) _____ with a summary of the security clearance results for all of the candidates that will be working on Task Order _____ (Title and Number) _____ and all of these candidates have successfully passed all of the background checks required under Section 2.4.3.2 of the CATS+ Master Contract. Master Contractors hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this Task Order.

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.

Master Contractor

Typed Name

Signature

Date