



Consulting and Technical Services+ (CATS+)

Task Order Request for Proposals (TORFP)

**WEB DATA COLLECTION SYSTEM  
MAINTENANCE AND SUPPORT**

CATS+ TORFP #R00B4400087

MARYLAND STATE DEPARTMENT OF EDUCATION

ISSUE DATE: MONDAY, APRIL 7, 2014

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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 are invited to submit a Task Order (TO) Proposal to this TORFP. Master Contractors choosing not to submit a proposal must submit a Master Contractor Feedback form. The form is accessible via, your CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS+ RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments.

<b>TORFP Title:</b>	Web Data Collection System Maintenance and Support
<b>Functional Area:</b>	Functional Area 2 – Web and Internet Systems
<b>TORFP Issue Date:</b>	Monday, April 7, 2014
<b>Closing Date and Time:</b>	Wednesday, May 8, 2014 no later than 2:00 PM ET
<b>Questions Due Date and Time:</b>	Friday, April 11, 2014 no later than 2:00 PM ET
<b>TORFP Requesting Agency:</b>	Maryland State Department of Education (MSDE)
<b>Send Questions and Proposals to:</b>	Dorothy M. Richburg, Procurement Officer <a href="mailto:drichburg@msde.state.md.us">drichburg@msde.state.md.us</a>
<b>TO Procurement Officer:</b>	Dorothy M. Richburg, Procurement Officer Office Phone Number: 410-767-0628 Office FAX Number: 410-333-2017
<b>TO Manager:</b>	Janice Johnson, Branch Chief Office Phone Number: 410-767-0025 Office FAX Number: 410-333-2017
<b>TO Project Number:</b>	R00B4400087
<b>TO Type:</b>	Time and materials
<b>Period of Performance:</b>	Three (3) years with one (1) two-year renewal option
<b>MBE Goal:</b>	30 % with sub-goals for Women-owned of 8%, African American-owned of 7 % and Hispanic American-owned of 2 % <b>Balance of 13% to be allocated to any other MBE or added to above</b>
<b>VSBE Goal:</b>	3%
<b>Small Business Reserve (SBR):</b>	No
<b>Primary Place of Performance:</b>	Maryland State Department of Education Division of Curriculum, Assessment and Accountability 200 West Baltimore Street Baltimore, MD 21201
<b>TO Pre-proposal Conference:</b>	Maryland State Department of Education 200 West Baltimore Street, 8 <sup>TH</sup> Floor, CR 6/7 Baltimore, MD 21201 <b>TUESDAY, APRIL 15, 2014 @ 10:00 AM ET</b> See Attachment 6 for directions.

**SUPPORT AND MAINTENANCE WEB DATA COLLECTION SYSTEM  
TORFP #R00B4400087  
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 (email: [drichburg@msde.state.md.us](mailto: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 Company Name \_\_\_\_\_

DATE \_\_\_\_\_ TELEPHONE NO. \_\_\_\_\_

## **SECTION 1- ADMINISTRATIVE INFORMATION**

### **1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT**

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

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

### **1.2 TO AGREEMENT**

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

### **1.3 TO PROPOSAL SUBMISSIONS**

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. The TO Proposal is to be submitted via e-mail, not to exceed 10 MB, as two (2) attachments in MS Word format 2007 or greater. The "subject" line in the e-mail submission shall state the TORFP # PO R00B4400087. The first file will be the TO Technical Proposal for this TORFP titled, "CATS+ TORFP # PO R00B4400087 Technical". The second file will be the TO Financial Proposal for this CATS+ TORFP titled, "CATS+ TORFP # PO R00B4400087 Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 2 - MBE Forms D-1 and D-2
- Attachment 4 - Conflict of Interest Affidavit and Disclosure
- Attachment 5 – Labor Classification Personnel Resume Summary
- Attachment 10 – Non-Disclosure Agreement (Offeror)
- Attachment 11 – Non-Disclosure Agreement (TO Contractor)
- Attachment 13– Living Wage Affidavit of Agreement
- Attachment 14 – Certification Regarding Investments in Iran

### **1.4 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 Contract is awarded. The Procurement Officer will notify Master Contractor of the time and place of oral presentations and interviews.

## **1.5 MINORITY BUSINESS ENTERPRISE (MBE)**

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

## **1.6 CONFLICT OF INTEREST**

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

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

## **1.7 NON-DISCLOSURE AGREEMENT**

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

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

## **1.8 LIMITATION OF LIABILITY CEILING**

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

## **1.9 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 CATS+ task orders (TO). 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 checklist. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

## **1.10 QUESTIONS**

All questions shall 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.

## **1.11 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 shall 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 TO Procurement Officer no later than five (5) business days prior to the pre-proposal conference. The TO Requesting Agency will make reasonable efforts to provide such special accommodation.

## **1.12 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.

## **1.13 TRAVEL REIMBURSEMENT**

Expenses for travel performed in completing tasks for this TORFP shall be reimbursed in accordance with the CATS+ Master Contract.

## **1.14 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.

## **1.15 IRANIAN NON-INVESTMENT**

All TO Proposals shall be accompanied by a completed Certification Regarding Investments in Iran, Attachment 14 of this TORFP.

**1.16 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)**

This TORFP has a VSBE subcontract participation goal as stated in the Key Information Summary Sheet above, representing the percentage of total fees paid for services under this TO. By submitting a response to this solicitation, the bidder or offeror agrees that this percentage of the total dollar amount of the contract will be performed by verified veteran-owned small business enterprises.

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## **SECTION 2- SCOPE OF WORK**

### **2.1 PURPOSE**

The MSDE is issuing the CATS+ TORFP to obtain one TO Contractor to provide technical services on behalf of the operation and maintenance for the Login Management Application (LMA), the Web Data Collection System (WDCS), the Unique Student Identifier System (USIS) and the Unique Teacher Identifier System (UTIS) applications.

MSDE will award the Task Order to one (1) Master Contractor that proposes a team of individual resources that can best satisfy the Task Order requirements. Only Master Contractors submitting a proposal with the four (4) named key resources and staffing plan for additional resources that satisfy all the Task Order requirements will be accepted for evaluation. The four (4) named key resources are: 1) Project Manager, 2) Senior IT Architect, 3) Technical Lead, and 4) Internet Site Developer Senior. Additional resources will be added as per the Work Order process in Section 2.19.

### **2.2 REQUESTING AGENCY BACKGROUND**

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

Goal 1: Achievement will improve for each student.

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

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

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

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

### **2.3 PROJECT BACKGROUND**

MSDE assigns and maintains unique identifiers to both students and professional staff and collects relevant educational data from local school systems throughout the State of Maryland. Data collected consist of; school information, attendance, classroom level membership for teacher quality, and Federal Program data such as Title I (Disadvantaged children, paraprofessionals), Title III (English Language Learners). This data has been used for the following:

1. Monitoring compliance with federal and State law, regulations and standards.
2. Design of school improvement plans.
3. Determining school performance sanctions and awards.
4. Preparation of federal reporting requirements.
5. Responding to State legislative and board of education data requests.
6. Production of annual statewide summary publications.
7. Determination of State funding allocations.
8. Determine if classes are receiving instruction from Highly Qualified Teachers

Data is retrieved routinely from the twenty-four (24) Local Education Agencies (LEAs) as well as the nonpublic schools servicing Maryland public school students. This data is submitted electronically via a web portal referred to as the WDCS.

### **2.3.1 Current System Description**

#### **A. Unique Student Identifier System**

The USIS provides the MSDE the capability to assign and maintain a unique State assigned student identifier (SASID) for each Marylander in the State's:

- K-12 Public School System
- Infant and Toddler Program (beginning at birth), and
- Special Education services program (through age 21)

With USIS, Maryland has the capability to perform longitudinal analyses for educational programs and student achievement that gives educators the tools they need to improve services.

USIS has several logical components:

- File Upload
- File Validation
- Automated SASID Assignment Engine
- A Case Management Application
- System Administration
- Reports

#### **B. Unique Teacher Identifier System**

Similar to the USIS, the Unique Teacher Identifier System provides the MSDE the capability to assign and maintain a unique state assigned teacher identifier (SATID) for each educational professional working with public school students within the State.

With UTIS, Maryland has the capability to perform longitudinal analyses incorporating the linking of teacher data to other data elements of interest.

#### **C. Login Management Application**

The LMA assists the MSDE with user ID administration for accessing the WDCS, the USIS as well as the UTIS. It allows MSDE to provide MSDE administrators and the LEA administrators with the ability to manage their respective access points to MSDE applications. The LMA is a custom developed product that provides the security access layer and authentication for USIS, UTIS, all WDCS modules and COGNOS reporting.

The LMA is a web based application that provides a multi-level application user administration capability, a single sign-on role based authentication service and an application registration form. The multi-level administration is accomplished by creating role-based groups that may be nested to any level. The authentication service authenticates a user by verifying the user name, password and application access. Finally, the registration form removes the burden of manually adding users to multiple applications. Once registered, an administrator can then assign a user(s) access to application(s). Registration does not grant access to any application. User registration provides a list of pre-registered users to the administrator for use in granting access to application(s).

## **D. Web Data Collection System**

### ***Schools Data Set (SDS) Module***

A part of MSDE's data collection effort is the SDS. The SDS is the backbone of DAA data collection, reporting, and analysis. The intention of the SDS is to incorporate into one location the comprehensive descriptors of a school that would aid in the analysis of school data for accountability purposes. The SDS is currently being used for processing data received from the local school systems regarding enrollment, attendance, suspensions, staffing, and assessments. In addition, it is used in the preparation of the school mailing lists, federal reporting, and for other departmental processes.

The SDS includes information about schools initiating from the 1990-91 school year through the current school year (2010). The data is updated annually. Each school year contains a separate list of schools that were in operation for that year. At the beginning of each school year, the new data set is created from the prior data set. Schools that have closed are automatically removed and new schools are individually entered into the data system. Any of the data items may be modified at any point in time during the school year.

The SDS is essentially divided into five major categories of data items. The categories and their contents are described below.

#### **1. Demographic Data**

Each school building has a unique school identifier consisting of the school year, school system code, and building code. The school name, addresses, and phone number are maintained. This category also includes the type of school; dates when a school opened and closed, the date of the first day of school each year, number of days open, hours open during the day, and an identifier of home school status.

#### **2. Federal Data Identifiers**

This information is used in the creation of the annual file for the National Center for Education Statistics (NCES). The NCES is the primary federal entity for collecting and analyzing data related to education. These items include NCES number, school type, and status code.

#### **3. Data Items**

As data is produced, the SDS is updated with various school level counts. The counts include the September 30 enrollment by grade and total for the school. This data is added in the late fall. Subsequently, the number of students eligible to receive free or reduced price meals, students with disabilities, and the number of students receiving Title I or English as Second Language (ESL) services are added to the SDS.

#### **4. Data Analysis Items**

This information is used to classify schools for various data analysis. They include codes to determine their school improvement status and adequate yearly progress, as well as describe the grade levels served at the school.

## **5. Special Program Indicators**

Special Program Indicators document that a school participates in a special program identified by the MSDE.

### ***Attendance Module***

The primary purpose of the student attendance data files is to collect information about each student in the public school system that allows MSDE to calculate data for compliance with both state and federal regulations. This information is also used to inform the public of different attendance issues. Attendance information is collected every September, March and at the end of each school year. Flat ASCII Data files are uploaded by each LEA to the WDCS. Each data file contains a record for each student who was in the school system during the year. In some cases, there will be multiple records for a student. This will occur when a student transfers between schools or drops out and then re-enters. A record must be reported for each school and membership period in which the student was enrolled.

In March each year and at the end of each school year, all LEAs submit information in an ASCII flat-file format to MSDE containing data about student attendance (approximately 1 million rows), that includes data on:

- Demographics
- Attendance
- Dropouts
- Mobility
- Graduates

### ***Statistical Process Control (SPC) Module***

SPC is a new layer of validation to ensure the logical nature of the aggregates MSDE is publishing on our website for State and federal compliance reporting. It has been our experience that MSDE's education data can meet all validation edits for valid values and cross row edit validations, but the data may be totally illogical (i.e. no male students reported in a particular local district). SPC is a process whereby a comparative analysis is performed of current year reported data against a predicted value projected from previous year's historical data. If the current year's data does not meet the confidence values, the information is considered suspect and identified for correction of commenting. Currently SPC is coupled with the Attendance module and the Class Level Membership module.

### ***Class Level Membership (Highly Qualified Teachers) Module***

The purpose of the Class Level Membership (CLM) data collection is to obtain information about each class where a Core Academic Subject (CAS) was being taught throughout the school year. This enables MSDE to calculate information that meet NCLB requirements and provide data that is included on the Maryland report card website.

The collection consists of two phases. The first phase includes the collection of aggregate counts of students per class per teacher. Once all of the class information is collected, the teacher data is then analyzed to determine the Highly Qualified status of the teacher. Once the determination is

made and reported, the second phase of the collection allows for the LEAs to appeal the designations.

### ***Student Discipline Module***

The primary function of the Student Discipline module is to receive data from LEAs containing the components necessary for meeting state and federal reporting requirements related to student discipline. The student discipline data contains details of student disciplinary offenses and ramifications occurring in Maryland Public schools during a specified academic school year. Student discipline data is collected in June, for districts with schools on the Persistently Dangerous Schools list, and in August for all districts. Student discipline data includes information on out-of-school suspensions, in-school suspensions, expulsions, and health exclusions for students in pre-kindergarten through grade 12. Students with multiple offenses will appear multiple times on the student discipline data file.

The Student Discipline module will provide the vehicle in which LEAs review, edit, manage, and submit data; and will provide MSDE users with the ability to approve or return data submitted by LEAs for further review, verification, or correction.

### ***Staff Module***

The primary function of the Staff module is to receive data from LEAs containing information on staff members actively employed, as well as staff who separated during the reporting period. Based on the data received, MSDE produces summary information in various MSDE publications, including: (1) Analysis of Professional Salaries; (2) Staff Employed at School and Central Office Levels; (3) Professional Staff by Type of Degree and Years of Experience; and (4) Professional Staff by Assignment, Race/Ethnicity and Gender. These four reports are posted on the MSDE web site ([www.marylandpublicschools.org](http://www.marylandpublicschools.org)). Staff data is also used for the following purposes:

- monitoring compliance with federal and state laws;
- responding to federal reporting requests;
- responding to State legislative and State Board of Education data requests;
- producing annual statewide staff reports;
- providing information to local education agencies and the public;
- determining funding allocations by the State and school systems; and
- providing information for designing research and staff development plans.

### ***Title III - Language Instruction for Immigrant and Non-English Speaking Children Module***

Title III of the No Child Left Behind Act of 2001 provides federal financial support to state and local educational agencies to offer English language instruction in order to ensure that all English Language Learners, including immigrant children and youth, attain English proficiency, develop high levels of academic language proficiency in English, and meet the same challenging State academic achievement standards as all Maryland students are expected to meet.

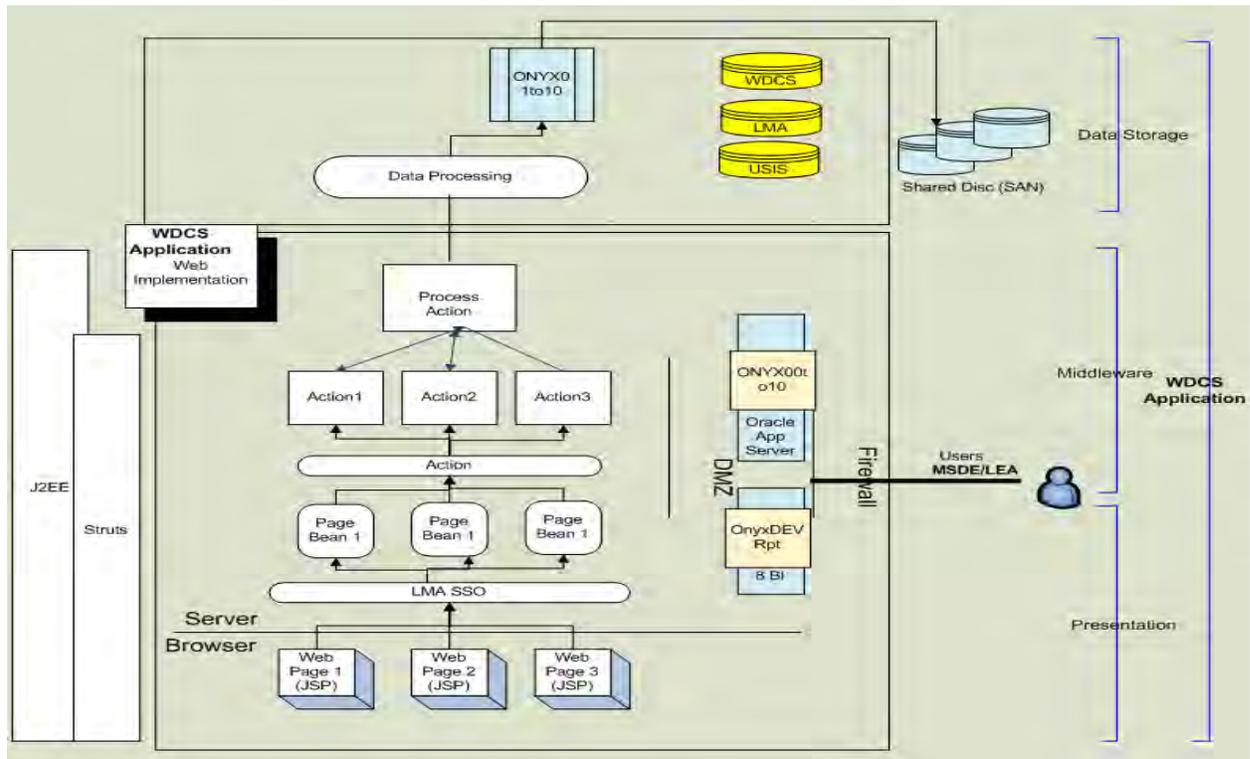
To comply with these requirements, the Title III office of the Maryland State Department of Education works with local school districts to ensure that quality, research based ESL programs are offered to language minority students.

Department of the Interior (DOI) collects Title III student level demographic and assessment related data from an assessment vendor once a year and from local school systems multiple times during the year. The timing of the data submissions is linked to the due dates of the federal reporting requirement.

## 2.3.2 CURRENT HARDWARE AND SOFTWARE ENVIRONMENT

### Test Environment

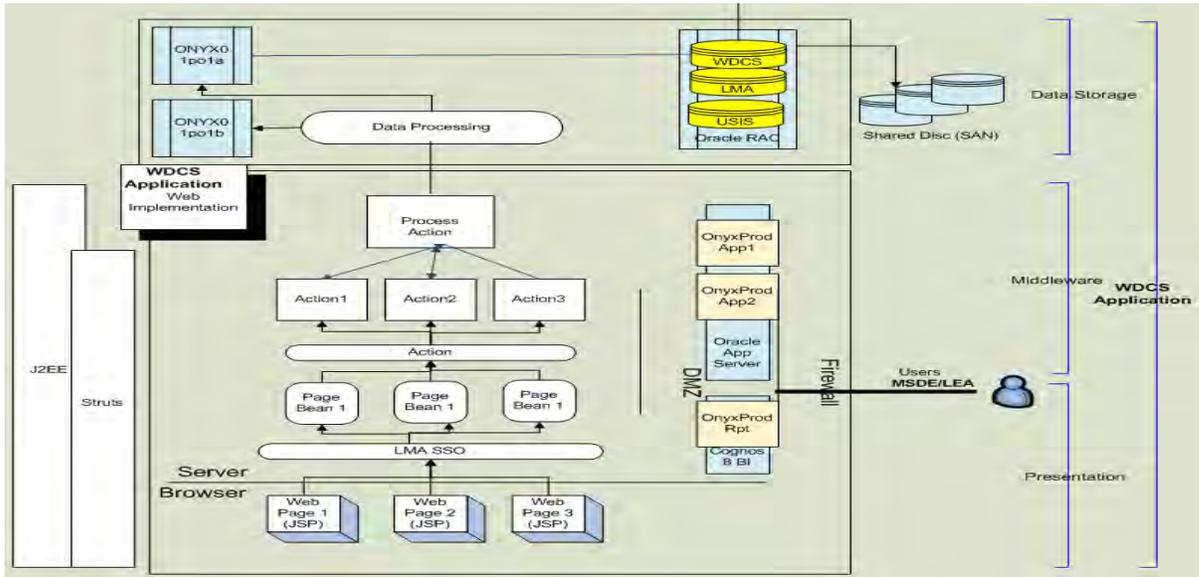
The test environment consists of one report server, one application server, and one database server. The report server is a Dell 2950 running Windows 2003 R2 with 8GB of RAM. The application server is a Dell 2950 running Windows 2003 R2 64 bit with 8 GB of RAM. The database server is a Dell 6850 running Windows 2003 R2 64 bit with 32 GB of RAM. Oracle Application Server (OAS) version 10.1.3.5 is installed on the test application server. The version of Oracle used on the test database server is 10.2.0.4 64 bit. Automatic Storage Management (ASM) is used for storage management for Oracle databases. The test report server has Cognos 8 BI, HP Mercury Quality Center for Test Director, MP Mercury Load Runner, HP Mercury Quick Test Pro, and IBM Rational ClearCase installed.



### Production Environment

The production environment consists of two application servers, two database servers, and one report server. The report server is a Dell 2950 running Windows 2003 R2 with 8GB of RAM. The application servers are Dell 2950s running Windows 2003 R2 64 bit with 8 GB of RAM each and are clustered. The database servers are Dell 6850s running Windows 2003 R2 64 bit with 32 GB of RAM each. OAS version 10.1.3.1 is installed on the production application servers. The version of Oracle used on the production database servers is 10.2.0.4 64 bit in a Real Application Cluster (RAC) environment which allows multiple computers to run Oracle software simultaneously while accessing a single [database](#), thus providing a [clustered](#) database.

ASM is used for storage management for Oracle databases. The production report server has Cognos 8 BI installed.



## Software Tools

Software products and tools used in the Production and test regions are listed below:

Environment	Software Product	Vendor	Purpose
Production and Test Servers for Database and Application Server	Windows 2003 Server Enterprise Edition (64 bit version)	Microsoft Corp	Operating System
Production Database Servers	Oracle Database 10g Enterprise Edition 10.2.0.4.0 (64 bit version)	Oracle Corp	RAC Database
Production Application Servers	Oracle Application Server 10g Release 2 10.1.3.1.0	Oracle Corp	Application server
Test Database Server	Oracle Database 10g Enterprise Edition 10.2.0.4.0 (64 bit version)	Oracle Corp	Database
Test Application Server	Oracle Application Server 10g Release 2 10.1.3.1.0	Oracle Corp	Application server
Oracle ReportNet Servers (Production and Test regions)	Windows 2003 Server Enterprise Edition (32 bit version)	Microsoft Corp	Operating System
Cognos Report Net Production Server	Cognos 8.3 ReportNet	IBM	Ad-hoc Reporting

Environment	Software Product	Vendor	Purpose
Cognos Report Net Test Server	Cognos 8.3 ReportNet	IBM	Ad-hoc Reporting
Cognos Report Net Test Server	HP Mercury Quality Center for Test Director v9.2	HP	Bug tracking tool
Cognos Report Net Test Server	HP Mercury LoadRunner v8.1	HP	Performance testing of Database, App server, Web server
Cognos Report Net Test Server	HP Mercury Quick Test Pro v9.0	HP	Regression testing
Cognos Report Net Test Server	Rational Requisite Pro v7.0.0	IBM	Requirements Document Management
Cognos Report Net Test Server	IBM Rational ClearCase LT v7.0.0	IBM	Configuration Management

### Software Tools Description

**Windows 2003 Server:** Microsoft Windows 2003 Server is a powerful, multi-purpose network operating system. It provides a reliable and scalable platform for intranet and line-of-business applications. It offers leading file and print services that give users access to critical information more easily and effectively.

Windows 2003 Server integrates the following services into the underlying operating infrastructure:

- Built-in networking and communication services
- Comprehensive web services for the Internet and intranet
- Complete platform for distributed applications
- Enterprise-wide directory services
- Integrated and robust security services
- Easy-to-use, flexible management services

**Oracle 10g Application Server:** Oracle Application Server 10g offers a comprehensive solution for developing, integrating, and deploying an enterprise's applications, portals, and web services. Based on a powerful and scalable J2EE server, Oracle Application Server 10g provides complete business integration and business intelligence suites and leading portal software. As the only platform designed for grid computing and full life-cycle support for service-oriented architecture (SOA), Oracle Application Server gives the user unmatched scalability, availability, manageability, and security.

**Oracle 10g HTTP Server (Bundled Within Oracle Application Server):** The Oracle HTTP Server (OHS) provides key infrastructure for serving the Internet's HTTP protocol. Key

aspects of OHS are its technology, its serving of static and dynamic content, and its integration with Oracle and non-Oracle products. OHS serves static content directly or via standard interfaces such as the WebDAV standard. Significant flexibility is provided in dynamic content generation, and many languages, such as Java, C/C++, Perl, PHP, and PL/SQL, are provided for content generation.

**Oracle 10g Database:** Oracle 10g is the only database specifically designed as an Internet development and deployment platform, extending Oracle's long-standing technology leadership in the areas of data management, transaction processing, and data warehousing. Built directly inside the database, breakthrough Internet features help companies and developers build Internet-savvy applications that lower costs, enhance customer and supplier interaction, and provide global information access across platforms and across the enterprise.

**Rational ClearCase:** Rational ClearCase is a software tool for revision control (e.g. configuration management, SCM) of source code and other software development assets. It is developed by the Rational Software division of IBM. ClearCase forms the base of version control for many large and medium sized businesses and can handle projects with hundreds or thousands of developers.

**CognosReportNet:** CognosReportNet (CRN) is a web-based software product for creating and managing ad-hoc and custom-made reports. The tool uses web services standards such as XML and Simple Object Access Protocol and also supports dynamic HTML and Java. ReportNet is compatible with multiple databases including Oracle.

**Mercury Quality Center:** HP Quality Center is used to gain real-time visibility into requirements coverage and associated defects to paint a clear picture of business risk. It is used to manage the release process and make more informed release decisions with real-time Key Performance Indicators (KPIs) and reports. It manages manual and automated testing assets centrally.

**Rational Requisite Pro:** Rational Requisite Pro will be used to manage requirements, write good use cases, improve traceability, strengthen collaboration, reduce project risk, and increase quality. It incorporates a powerful database infrastructure to facilitate requirements organization, integration, traceability and analysis.

**Mercury LoadRunner:** LoadRunner is a performance and load testing product by Hewlett-Packard (since it acquired Mercury Interactive) for examining system behavior and performance, while generating actual load.

LoadRunner can emulate hundreds or thousands of concurrent users to put the application through the rigors of real-life user loads, while collecting information from key infrastructure components (Web servers, database servers etc). The results can then be analyzed in detail, to explore the reasons for particular behavior.

## 2.4 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.

#### **2.4.1 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES**

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

##### **Project Manager**

- Perform day-to-day management of the project, identifies issues and risks and recommends possible issue and risk mitigation strategies associated with the project.
- Act as a facilitator between MSDE and IT Contractor.
- Identify critical paths, tasks, dates, testing, and acceptance criteria using an electronic platform such as Rational Requisite Pro, Mercury Quality Center, SharePoint or some other approved project management tool.
- Provide solutions to improve efficiency (e.g., reduce costs while maintaining or improving performance levels).
- Monitor issues and provides resolutions for up-to-date status reports.
- Identify and assigns TO Contractor resources needed to complete tasks and ensures that the appropriate personnel have the skills required to complete the tasks on time and within budget.

##### **Quality Assurance/Testing Specialist**

- Determine the resources required for quality control.
- Maintain the level of quality throughout the software life cycle.
- Develop software quality assurance plans.
- Maintain and establish a process for evaluating software and associated documentation.

- Participate in formal and informal reviews at predetermined points throughout the development life cycle to determine quality.
- Examine and evaluates the software quality assurance (SQA) process and recommends enhancements and modifications.
- Develop quality standards.
- Design and execute IT software tests and evaluating results to ensure compliance with applicable regulations.
- Prepare test scripts and all required test documentation.
- Test performance using software pages such as Mercury LoadRunner.
- Design and prepare all needed test data.
- Analyze internal security within systems.
- Review test results and evaluates for conformance to design.

### **Senior Internet Site Developer**

- Translate applications requirements into the design of complex web sites, including integrating web pages and applications.
- Apply new and emerging technologies to the site development process including but not limited to J2EE, .NET, JavaScript, HTML, EV, Java, C#, XML, AJAX, and Business Objects.
- Track revision control through such software packages as Rational ClearCase or other approved software packages.
- Design, document, develop, implement, and support JDeveloper applications using an Oracle 10g, 11g RDMS.

### **Database Management Specialist Senior**

- Ensure the operational reliability, integrity and performance of all production databases.
- Perform back-up and recovery of existing databases along with performance monitoring and tuning.
- Perform database installations and upgrades and insures the security of confidential data.
- Trouble shoot operational issues and implement solutions along with periodic maintenances, fixes and patches of databases.
- Perform analysis of business needs, write reporting requirements and turn requirements into delivered solutions.
- Assist users in writing complex queries and reports.

### **Senior IT Architect**

- Provide expertise in the most current principles and practices of architecture data management systems and experience in large system designs in the information management arena
- Primarily deal with transition planning from legacy to modern systems by concentrating on information flows, data exchange, and data translation services
- Design web applications with latest J2EE technologies like Struts 2.0 and Spring 2.5
- Integrate and interfaces feeder applications with existing MSDE educational data warehouse
- Install and administers of Oracle Application Server 10.x, Oracle WebLogic 11g
- Install and administers of Cognos Report Net 8.x. Business Intelligence tool
- Install and administers of IBM Rational Clearcase source control tool Install and administers HP Quality Center tool

## **2.4.2 TO CONTRACTOR RESPONSIBILITIES**

Maintenance coverage includes, but is not limited to, the services listed below:

1. The TO Contractor personnel shall provide weekly, monthly, and upon request, reports on the status of all active assignments, and hours worked, to include work accomplished and work planned according to the project plan.
2. The TO Contractor personnel assigned to the WDCS TORFP shall adhere to MSDE's internal policies as directed by MSDE Management. MSDE's internal policies governing change management, documentation, maintenance, privacy and security, testing, training, disaster recovery, and data management will apply to all work under this Project.
3. The TO Contractor shall ensure the application systems hosted at MSDE remain compatible with the current Window's based operating system and successive MSDE operating system(s).
4. The TO Contractor shall provide support for day-to-day operational activities with respect to the application(s).
5. With respect to updated functionalities within the application(s) the TO Contractor shall:
  - a. design and develop strategies for application(s) to perform updated functionalities.
  - b. design and develop changes to the application(s) database to accommodate updated functionalities.
  - c. document proposed database changes for review by MSDE.
6. As a result of ongoing maintenance as required to correct malfunctions, defects, or operational problems; as required as a matter of federal law, state law or policy, or regulations in connection with MSDE's business, and as specified by MSDE.
  - a. The TO Contractor shall provide technical support, including but not limited to, consulting, hardware, network, and third party software related services.
7. The TO Contractor shall facilitate problem determination and correction in accordance with the service level agreement noted in section 2.7 of this TORFP. The TO Contractor shall assist in the analysis of compatibility problems with third-party software, or operating system software to determine cause.
8. The TO Contractor shall provide Technical "Knowledge Transfer" training sessions to appropriate MSDE staff. These training sessions shall include:
  - a. Formal technical documentation detailing the installation of the website on MSDE-housed servers.
  - b. Detailed written instructions relative to the processing of scripts to modify the backend database as may be necessary.
  - c. Training sessions conducted in person or via telephone with remote connection to the website(s).
9. The TO Contractor shall create and maintain technical documentation for the hardware, software and database. This documentation shall include, but is not limited to:
  - a. Specifications of all computer hardware and software included in the applications;
  - b. A listing of all programs and scripts that comprise the application(s) that describes:
    - i. Program/script name
    - ii. Brief description of the purpose of the program/script
    - iii. How often the program/script is processed
10. The TO Contractor shall attend weekly and monthly status meetings.
11. With respect to updated functionalities within the application(s), the TO Contractor shall:
  - a. Meet with MSDE personnel to review existing documents and systems to discover the functional, technical, and data requirements.
  - b. Identify and document all NCLB functional and user requirements for the application(s). The requirements shall include security needs.

- c. Analyze processes and complete a Business Process Reengineering effort that identifies opportunities for improvement in preparation for an improved design to be incorporated within the comprehensive application(s) design.
- d. Meet with MSDE technical staff to identify existing documentation and system configurations and any necessary interfaces.
- e. Review and analyze information provided to identify and validate functional and technical requirements of the application(s).
- f. Interview DAADS, Division of Instruction (Title III), and Division of Student and Family Services (DOSFS) staff to identify application(s) functional, technical, and data requirements.
- g. Meet with DAADS, Title I and Title III technical/functional staff to review preliminary functional, technical, and data requirements.
- h. Define and document all validated requirements.
- i. Identify data sources and uses.
- j. Maintain the LMA, USIS, UTIS, and WDCS applications.
- k. Maintain all documentation related to USIS, UTIS, LMA and WDCS applications as it relates to data sets, presentation logic, business rules, business edits, aggregations, and reporting.

## 2.5 TRANSITION PLAN

MSDE expects that the transition from the current application maintenance team to the new application maintenance team shall last approximately three months or less from the Notice to Proceed. The Selected TO Contractor shall have clearly outlined the approach to Transition-In activities. The approach shall describe the TO Contractor's strategy to successfully accomplish a seamless transition between the incumbent TO Contractor's team and its team.

Within thirty (30) calendar days of the NTP, the TO Contractor shall submit to MSDE Project Manager the Transition-In Plan. The Plan shall include a specific approach and schedule to transition from the current team to their own and clearly identify the tasks and level of effort. The Plan shall include a clear breakdown of tasks and responsibilities, including those tasks that will be the responsibility of MSDE during the transition. The Plan shall also include a section detailing how in-progress development work and knowledge transfer activities will be accomplished as well as a similar strategy for testing. This Plan shall include a validation effort with the management-consulting TO Contractor to demonstrate the TO Contractor's capability to deliver reliable service.

The Transition-In Plan shall specifically address in detail:

- Milestones and key deliverable dates.
- The key transition personnel and their respective role.
- The reporting mechanism for providing, at a minimum, weekly reports during the transition.
- Transition methodology.
- Any experience and concerns considered important and relevant from prior.
- Transitions and/or implementations of similar size and scope.
- The required involvement of the selected TO Contractor, MSDE Project Manager, Management and staff, other State resources, and any third-party involvement subcontracted by the TO Contractor required during the transition.
- Risk assessment and mitigation recommendations/solutions.
- A clear set of tasks, objectives, outcomes, and timeframes to transition in-progress work activities, processes, people, services, knowledge and documentation associated

with the exit of MSDE’s current team and the entrance of the TO Contractor’s proposed team.

**2.5.1 Transition–Out Support**

At the request of the MSDE TO Manager and in any event at least thirty days prior to the conclusion of the contract, the selected TO Contractor shall provide complete and accurate copies of all code, technical components and documentation used to develop, administer, maintain and operate the MD Report Card and School Improvement websites. Further the selected TO Contractor shall fully participate in the transition of the application and data to a new environment as directed by MSDE at the conclusion of the contract.

**2.6 SERVICE LEVEL AGREEMENT**

Reported Issues shall be categorized by the MSDE PM.

<b>Service Levels</b>	<b>Phone Response</b>	<b>On-Site Response</b>	<b>Response Availability</b>	<b>Comments</b>
Urgent	15 minutes	2 hours if necessary.	5 days/week, Mon-Fri, 8AM-5PM. Weekend and holiday support provided when necessary. MSDE will make prior arrangements with vendor.	The MSDE PM will define the appropriate level for each issue.
High	1 hour	4 hours if necessary.	5 days/week, Mon-Fri, 8AM-5PM. Weekend support provided when necessary. MSDE will make prior arrangement with vendor.	The MSDE PM will define the appropriate level for each issue.
Normal	1 hour	1 work day	5 days/week, Mon-Fri, 8AM-5PM	The MSDE PM will define the appropriate level for each issue.

**2.7 BACKUP / DISASTER RECOVERY**

N/A – All servers are maintained and backed up by MSDE.

**2.8 HARDWARE, SOFTWARE, AND MATERIALS**

N/A – The TO Contractor shall not have to procure hardware, software or materials.

**2.9 DELIVERABLES**

**2.9.1 DELIVERABLE SUBMISSION PROCESS**

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with Microsoft Office 2003, Microsoft Project 2003 and/or Visio 2003 or later.

Drafts of all final deliverables are required at least two weeks in advance of when all final deliverables are due. Written deliverables defined as draft documents must demonstrate due

diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but must:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) Present information that is relevant to the Section of the deliverable being discussed.
- E) Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (Attachment 8). The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 9). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.11 Invoicing).

A written deliverable defined as a final document must satisfy the scope and requirements of this TORFP for that deliverable. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and must:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) Present information that is relevant to the Section of the deliverable being discussed.

The State required deliverables are defined below. Within each task, the TO Contractor may suggest other subtasks or deliverables to improve the quality and success of the project.

### **2.9.2 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA**

The data collection windows are determined by the MSDE. The TO Contractor will be given sufficient notice to plan, schedule and implement these deliverables. Other task due dates may be mutually agreed upon between MSDE and the TO Contractor. All work will be jointly planned and scheduled between MSDE, the MSDE-Support Manager (MSDE SM) and the TO Contractor based on MSDE's requirements. The MSDE-SM will monitor the activities to ensure schedules

are met. The expectation is that these tasks will be managed to plan with weekly interim status updates from planning through implementation.

ID #	Deliverable Description	Acceptance Criteria	Frequency/Due Date
2.9.2.1	<p>Deliverable A - Weekly Status Report. At the conclusion of each work week, the TO Contractor shall be responsible for compiling and submitting to the TO Manager, a status report that summarizes the following:</p> <ul style="list-style-type: none"> <li>• Assigned work efforts and status (completed, in progress, on-hold) and issues identified.</li> <li>• Emergency work efforts and issues identified.</li> <li>• Proposed activities for the upcoming work week.</li> <li>• Hours worked by individual TO Contractor personnel.</li> </ul>	Review with TO Contractor and team members at regularly scheduled status meetings.	Weekly by COB on ?? each week.
2.9.2.2	<p>Deliverable B – Production ready applications for each of the data collections below. Because local, state, and/or federal reporting requirements change each year, the SDLC process must be applied to each data collection. The actual due dates for each collection vary year to year as determined by state and federal reporting compliance. For general planning purposes, the seasonal timeline is presented following the collection title.</p> <ul style="list-style-type: none"> <li>▪ Login Management Application (per collection)</li> <li>▪ WDCS - School Data Set (Fall)</li> </ul>	The MSDE-SM and the appropriate MSDE personnel shall commence a review and testing of the deliverable as required to validate the completeness and quality in meeting requirements as per SDLC. Upon completion of validation, the MSDE-SM or TO Manager shall issue to the TO Contractor written notice of acceptance or rejection of the deliverables. MSDE will review the application for functionality, dependability, usability, content, accuracy, completeness, and compliance with the stated requirements, including any applicable standards. In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities within a	Upon receipt of a final deliverable, at least 30 days prior to collection window,

	<ul style="list-style-type: none"> <li>▪ WDCS - Class Level Membership (Spring)</li> <li>▪ WDCS -Early (March) Attendance</li> <li>▪ WDCS -End of Year Attendance (Summer)</li> <li>▪ WDCS -Statistical Process Control (Per Collection)</li> <li>▪ WDCS – Student Discipline (Per Collection)</li> <li>▪ WDCS – Staff (Per Collection)</li> <li>▪ USIS Submissions (Initial Submission Fall, Daily Maintenance throughout year)</li> <li>▪ UTIS Submissions (Initial Submission Fall, Daily Maintenance throughout year)</li> </ul>	<p>specified time period. The time period for modifications/corrections shall be mutually agreed upon by the MSDE-SM and the TO Contractor in most cases. Other task due dates may be solely determined by MSDE. Once MSDE’s issues have been addressed and resolutions are accepted by the MSDE-SM, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance(ATTACHMENT 9)</p>	
2.9.2.3	<p>Deliverable C - Maintain all SDLC documentation related to USIS, UTIS, LMA, and WDCS applications as it relates to application functionality, data sets, presentation logic, business edits, aggregations, and reporting including but not limited to:</p> <ul style="list-style-type: none"> <li>• Change Management Plan</li> <li>• Functional Requirements Document</li> <li>• User Manuals</li> <li>• Data Dictionaries</li> <li>• Release Notes</li> </ul>	<p>MSDE will review the SDLC related documentation for each collection cycle with TO Contractor to ensure completeness and that regular updates are being performed.</p>	<p>Upon receipt of a final deliverable, at least 30 days prior to collection window</p>
	Transition-In Plan	See Section 2.5	15 days from NTP

	Transition-Out Plan	See Section 2.5.1	30 days from end of contract
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## 2.10 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

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

- The State’s System Development Life Cycle (SDLC) methodology
- The State Information Technology Security Policy and Standards
- The State Information Technology Project Oversight
- The State of Maryland Enterprise Architecture
- The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute’s Project Management Body of Knowledge Guide.
- TO Contractor’s staff and Subcontractors are to follow a consistent methodology for all TO activities.

## 2.11 TO CONTRACTOR OTHER REQUIREMENTS

The TO Contractor and their proposed staff shall document a high level of professional expertise in the items below.

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

### **Project Manager**

**Duties:** The Project Manager is assigned the management of a specific project and the work performed under assigned Task Orders. Performs day-to-day management of the project, identifies issues and risks and recommends possible issue and risk mitigation strategies associated with the project. Acts as a facilitator between a State agency and IT contractor. Is responsible for ensuring that work performed under TOs is within scope, consistent with requirements, and delivered on time and on budget. Identifies critical paths, tasks, dates, testing, and acceptance criteria. Provides solutions to improve efficiency (e.g., reduce costs while maintaining or improving performance levels). Monitors issues and provides resolutions for up-to-date status reports. Demonstrates excellent writing and oral communications skills.

**Education:** Bachelor’s Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related discipline. Master’s degree or project management certification is preferred.

**General Experience:** At least five (5) years of experience in project management.

**Specialized Experience:** At least five (5) years of experience in managing IT related projects and must demonstrate a leadership role in at least three successful projects that were delivered on time and on budget.

### **Internet/Intranet Site Developer (Senior) – 2 as part of Staffing Plan**

**Duties:** Must be able to translate applications requirements into the design of complex web sites, including integrating web pages and applications. Must be able to apply new and emerging technologies to the site development process.

**Education:** A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field.

**General Experience:** Must have five (5) years of web development experience using current Web development and graphic tools, as well as, Web Server and database administration.

**Specialized Experience:** At least three (3) years of experience designing, developing and deploying Web sites and/or Web applications, including product selection, configuration, installation, maintenance, and site specific Web development languages and relational databases.

The TO Contractor shall document successful work performed for at least two client references demonstrating each of the following:

- Designing and developing web-based solutions integrated with database updating
- Designing and developing Customer Relationship Management solutions
- Implementing Project Lifecycle development best practices which incorporate SDLC processing, Issue Management tracking, Quality Assurance testing. Documentation supporting this requirement may include:
  - Internal SDLC documentation (e.g., policies and procedures)
  - Developer programming guide
  - Web development style guide
  - Quality Assurance policies and procedures
  - Issue/Change Management collaboration tools (e.g. Bugzilla, DocuShare, others)
  - Production Support for Operations and Maintenance (O&M)

## **2.12 MINIMUM QUALIFICATIONS**

### **2.12.1 OFFEROR'S COMPANY MINIMUM QUALIFICATIONS**

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

1. Provide 3 examples that demonstrate at least 5 years of experience in the design, development, and implementation of a web-based solution for the collection of local school system data. The local school system shall be similar in size to Montgomery County Public Schools.
2. Minimum of 3 years of experience with Java 2 Enterprise Edition (J2EE) web application design and development.

### **2.12.2 OFFEROR'S PERSONNEL MINIMUM QUALIFICATIONS**

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

At a minimum, the work to be accomplished by the TO Contractor personnel under this TORFP shall consist of the following. The Master Contractor shall propose the team of resources that can best fulfill these requirements, noting that the proposal must include **exactly four (4)** named personnel and their resumes for these job descriptions. The remaining resources must be described in a staffing plan:

Resumes shall clearly outline starting dates and ending dates for each applicable experience or skills. The following minimum qualifications are mandatory. The TO Contractor's staff must demonstrate expertise in the following:

#### **Internet/Intranet Site Developer (Senior)**

**Duties:** Must be able to translate applications requirements into the design of complex web sites, including integrating web pages and applications. Must be able to apply new and emerging technologies to the site development process.

**Education:** A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field.

**General Experience:** Must have five (5) years of web development experience using current Web development and graphic tools, as well as, Web Server and database administration.

**Specialized Experience:** At least three (3) years of experience designing, developing and deploying Web sites and/or Web applications, including product selection, configuration, installation, maintenance, and site specific Web development languages and relational databases.

#### **Quality Assurance Specialist**

**Duties:** Must be able to determine the resources required for quality control. Must be able to maintain the level of quality throughout the software life cycle. Develops software quality assurance plans. Must be capable of maintaining and establishing a process for evaluating software and associated documentation. Participates in formal and informal reviews at predetermined points throughout the development life cycle to determine quality. Examines and evaluates the software quality assurance (SQA) process and recommends enhancements and modifications. Develops quality standards.

**Education:** A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline.

**General Experience:** Must have five (5) years of experience working with quality control methods and tools.

**Specialized Experience:** At least three (3) years of experience in verification and validation, software testing and integration, software metrics, and their application to software quality assessment, and a demonstrated knowledge of system and project life cycles.

#### **Internet/Intranet Site Developer (Senior)**

**Duties:** Must be able to translate applications requirements into the design of complex web sites, including integrating web pages and applications. Must be able to apply new and emerging technologies to the site development process.

**Education:** A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field.

**General Experience:** Must have five (5) years of web development experience using current Web development and graphic tools, as well as, Web Server and database administration.

**Specialized Experience:** At least three (3) years of experience designing, developing and deploying Web sites and/or Web applications, including product selection, configuration, installation, maintenance, and site specific Web development languages and relational databases. At least (3) years of experience in Oracle JDeveloper programming.

### **Database Management Specialist (Senior)**

**Duties:** Must be capable of providing highly technical expertise and support in the use of DBMS. Must be able to evaluate and recommend available DBMS products to support validated user requirements. Defines file organization, indexing methods, and security procedures for specific user applications. Develops, implements, and maintains database back-up and recovery procedures for the processing environments, and ensures that data integrity, security, and recoverability are built into the DBMS applications.

**Education:** A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field.

**General Experience:** Must have six (6) years of experience in DBMS systems analysis and programming.

**Specialized Experience:** At least three (3) years of experience in using current DBMS technologies, application design utilizing various database management systems and experience with DBMS internals.

## **2.13 RETAINAGE**

This section does not apply to this TORFP.

## **2.14 INVOICING**

Payment will only be made upon completion and acceptance of the deliverables defined in Section 2.5 and 2.6.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract. A proper invoice for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 9, is not submitted. For poor performance the state may withhold some payment until corrected.

The TO Contractor shall submit invoices for payment upon acceptance of separately priced deliverables, on or before the 15<sup>th</sup> day of the month following receipt of the approved notice(s) of acceptance from the TO Manager. A copy of the notice(s) of acceptance shall accompany all invoices submitted for payment.

## **2.15 INVOICE SUBMISSION PROCEDURE**

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the Maryland State Department of Education as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number

- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form – Attachment 9, for each deliverable being invoiced) submitted for payment to the Maryland State Department of Education at the following address:

Division of Curriculum, Assessment & Accountability  
Attn: Janice Johnson,  
200 West Baltimore Street  
Baltimore, Maryland 21201

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

## **2.16 MBE PARTICIPATION REPORTS**

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS +Master Contract by the 15<sup>th</sup> day of each month. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to MSDE at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to MBE Liaison at information listed below:

ATTN: June Dwyer  
MBE Liaison  
Maryland State Department of Education  
200 West Baltimore Street  
Baltimore, MD 21201-2595

MSDE will monitor both the TO Contractor’s efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Procurement Officer and TO Manager.

## **2.17 PERFORMANCE AND PERSONNEL**

### **2.17.1 WORK HOURS**

- **Business Hours Support:** The TO Contractor’s collective assigned personnel shall support core business hours (8:00 AM to 5:00 PM), Monday through Friday except for State holidays, Service Reduction days, and Furlough days observed by 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.
- **Scheduled Non-Business Hours Support:** After hours support may be necessary to respond to IT Security 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.

- 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.
- 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.
- 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.

### **2.17.2 PERFORMANCE EVALUATION**

Individual performance evaluations will be done by the TO Contractor.

### **2.17.3 PERFORMANCE ISSUE MITIGATION**

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

The TO Manager shall document performance issues and give written notice to the TO Contractor, clearly describing problems and delineating remediation requirement(s).

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.

- A) 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.

### **2.17.4 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.

### **2.17.5 PREMISES AND OPERATIONAL SECURITY**

- A) 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.

- B) TO Contractor employees shall, while on State premises, display their State issued identification cards without exception.
- C) 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.
- D) 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.
- E) 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.
- F) 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.

**2.18 PROFESSIONAL DEVELOPMENT**

The TO Contractor shall ensure continuing education opportunities for the personnel provided to support this TORFP. Further, any IT services personnel obtained under this TORFP shall maintain any required professional certifications for the duration of the resulting TO.

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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 within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal; or 2) a completed Master Contractor Feedback form. The feedback form helps the State understand for future contract development why Master Contractors did not submit proposals. The form is accessible via your CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

## 3.2 FORMAT

The TO Contractor shall submit individual resumes for the personnel to be assigned to the project as defined in Sections 2.1. All positions and qualifications shall be in conformance with the CATS + Master Contract.

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

### 3.2.1 TO TECHNICAL PROPOSAL

#### A) Proposed Services

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

#### B) 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 2.12.1.

Reference	Offeror Company Minimum Requirement	Evidence of Compliance
2.12.1.1	Provide 3 examples that demonstrate at least 5 years of experience in the design, development, and implementation of a web-based solution for the collection of local school system data. The local school system shall be similar in size to Montgomery County Public Schools.	Offeror documents evidence of compliance here.
2.12.1.2	Minimum of 3 years of experience with Java 2 Enterprise Edition (J2EE) web application design and development.	Offeror documents evidence of compliance here.

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category. **Propose exactly four (4) resources.**
- 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in Section 2.12.2.
- 3) Complete and provide at the interview, Attachment 5 – Labor Classification Personnel Resume Summary.
- 4) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.

C) Staffing Management Plan

- 1) Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources in addition to the personnel proposed 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 Work Order 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 Task Order/Work Order

D) MBE Participation

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

E) Subcontractors

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

F) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of projects that have been completed and were similar in scope to the one defined in this TORFP. Each of the three examples, to be provided at the interview, shall include a reference complete with the following:
  - a) Name of organization.
  - b) Name, title, e-mail, and telephone number of point-of-contact for the reference.(point of contact shall be accessible and knowledgeable regarding work performed)
  - c) Type and duration of contract(s) supporting the reference.
  - d) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
  - e) Whether the proposed personnel are still providing these services and, if not, an explanation of why services are no longer provided to the client organization.

- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
  - a) The State contracting entity,
  - b) A brief description of the services/goods provided,
  - c) The dollar value of the contract,
  - d) The term of the contract,
  - e) Whether the contract was terminated prior to the specified original contract termination date,
  - f) Whether any available renewal option was not exercised,
  - g) The State employee contact person (name, title, telephone number and e-mail address).
- 3) The TO Contractor shall provide three current references including the name of the organization, point of contact, title and telephone number. The State shall have the right to contact any other references of its choosing as part of the evaluation and selection process.

G) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

H) Confidentiality

A Master Contractor shall 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, shall not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

### **3.2.2 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) Completed Price Proposal - Attachment 1 including:  
The Master Contractor shall insert the Fixed Hourly Labor Category Rate. Proposed rates are fully loaded and not to exceed the rates defined in the Master Contract. Prices shall be valid for 120 days.

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## **SECTION 4– TASK ORDER AWARD PROCESS**

### **4.1 EVALUATION CRITERIA**

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

### **4.2 TECHNICAL CRITERIA**

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

1. The Master Contractor's proposed solution and understanding of the TORFP Scope of Work based on the required response in Section 3.2.1.A.1.
2. Personnel experience required in Section 3.2.1.B.
3. The Master Contractor and Subcontractor Resources Experience and Capabilities as specified in Section 3.2.1.E.1.
4. The Master Contractor's Staffing Plan as specified in Section 3.2.1.C.
5. The ability for the Master Contractor to meet staffing expectations relative to supplying additional personnel for this TORFP meeting qualifications in Section 2.12.1 and 2.12.2.
6. Demonstration of how the Master Contractor plans to staff the task order at the levels set forth in Section 2.1 and also for potential future resource requests.

### **4.3 SELECTION PROCEDURES**

- 4.3.1 TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications in Section 2.12 and quality of responses to Section 3.2.1 of the TORFP. Master Contractor proposals that fail to meet the minimum qualifications will be deemed not reasonably susceptible for award, i.e., disqualified and their proposals eliminated from further consideration.
- 4.3.2 TO Proposals deemed technically qualified will have their TO Financial Proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- 4.3.3 The State will conduct interviews of the four named personnel proposed in each TO Proposal that meets minimum qualifications.
- 4.3.4 If the evaluation committee determines the Interviewee is unable to correctly respond to the technical questions, the vendor will be determined non-susceptible of award and financials will not be considered.
- 4.3.5 Qualified TO Financial Proposals will be reviewed and ranked from lowest to highest price proposed.
- 4.3.6 The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit has greater weight than price.

#### **4.1 COMMENCEMENT OF WORK UNDER A TO AGREEMENT**

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

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**ATTACHMENT 1 –PRICE PROPOSAL  
PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS +  
TORFP #R00B4400087**

**Labor Categories**

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.

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.

**Year 1**

CATS+ Labor Categories	A	B	C
	Hourly Labor Rate	Approx. Total Class Hours	Total Proposed CATS + TORFP Price
Project Manager	\$	300	\$
Quality Assurance/Testing Specialist	\$	2080	\$
Database Management Specialist Senior	\$	1080	\$
Senior IT Architect	\$	300	\$
Internet Site Developer Senior (3)	\$	6240	\$
<b>Total Evaluated Price Year 1</b>			\$

\_\_\_\_\_  
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 include all direct and indirect costs and profit for the Master Contractor to perform under the TO Agreement.

SUBMIT AS A .PDF FILE WITH THE TO FINANCIAL PROPOSAL

**ATTACHMENT 1 –PRICE PROPOSAL**  
**PRICE PROPOSAL (TIME AND MATERIALS)**  
**CATS+TORFP #R00B4400087**  
**Labor Categories**

**Year 2**

Labor Categories	A	B	C
	Hourly Labor Rate	Approx. Total Class Hours	Total Proposed CATS + TORFP Price
Project Manager	\$	300	\$
Quality Assurance/Testing Specialist	\$	2080	\$
Database Management Specialist Senior	\$	1040	\$
Senior IT Architect	\$	300	\$
Internet Site Developer Senior (3)	\$	6240	\$
<b>Total Evaluated Price Year 2</b>			<b>\$</b>

\_\_\_\_\_  
 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 include all direct and indirect costs and profit for the Master Contractor to perform under the TO Agreement.

SUBMIT AS A .PDF FILE WITH THE TO FINANCIAL PROPOSAL

**ATTACHMENT 1 –PRICE PROPOSAL  
PRICE PROPOSAL (TIME AND MATERIALS) FOR  
CATS +TORFP # R00B4400087  
Labor Categories**

**Year 3**

Labor Categories	A	B	C
	Hourly Labor Rate	Approx. Total Class Hours	Total Proposed CATS + TORFP Price
Project Manager	\$	300	\$
Quality Assurance/Testing Specialist	\$	2080	\$
Database Management Specialist Senior	\$	1040	\$
Senior IT Architect	\$	300	\$
Internet Site Developer Senior (3)	\$	6240	\$
<b>Total Evaluated Price Year 3</b>			\$

\_\_\_\_\_  
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 include all direct and indirect costs and profit for the Master Contractor to perform under the TO Agreement.

SUBMIT AS A .PDF FILE WITH THE TO FINANCIAL PROPOSAL

**ATTACHMENT 1 –PRICE PROPOSAL**  
**PRICE PROPOSAL (TIME AND MATERIALS)**  
**CATS +TORFP # R00B4400087**  
**Labor Categories**

**Year 4 Option**

Labor Categories	A	B	C
	Hourly Labor Rate	Approx. Total Class Hours	Total Proposed CATS + TORFP Price
Project Manager	\$	300	\$
Quality Assurance/Testing Specialist	\$	2080	\$
Database Management Specialist Senior	\$	1040	\$
Senior IT Architect	\$	300	\$
Internet Site Developer Senior (3)	\$	6240	\$
<b>Total Evaluated Price Year 4</b>			\$

\_\_\_\_\_  
 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 include all direct and indirect costs and profit for the Master Contractor to perform under the TO Agreement.

SUBMIT AS A .PDF FILE WITH THE TO FINANCIAL PROPOSAL

**ATTACHMENT 1 –PRICE PROPOSAL**  
**PRICE PROPOSAL (TIME AND MATERIALS)**  
**CATS +TORFP #R00B4400087**  
**Labor Categories**

**Year 5 Option**

Labor Categories	A	B	C
	Hourly Labor Rate	Approx. Total Class Hours	Total Proposed CATS + TORFP Price
Project Manager	\$	300	\$
Quality Assurance/Testing Specialist	\$	2080	\$
Database Management Specialist Senior	\$	1040	\$
Senior IT Architect	\$	300	\$
Internet Site Developer Senior (3)	\$	6240	\$
<b>Total Evaluated Price Year 5</b>			\$

\_\_\_\_\_  
 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 include all direct and indirect costs and profit for the Master Contractor to perform under the TO Agreement.

SUBMIT AS A .PDF FILE WITH THE TO FINANCIAL PROPOSAL

**ATTACHMENT 1 –PRICE PROPOSAL  
PRICE PROPOSAL (TIME AND MATERIALS)  
CATS +TORFP # R00B4400087**

**SUMMARY**

DESCRIPTION	APPXOX. TOTAL PROPOSED CATS + TORFP PRICE
Year 1	\$
Year 2	\$
Year 3	\$
Year 4 (option)	\$
Year 5 (option)	\$
<b>TOTAL EVALUATED PRICE</b>	<b>\$</b>

VENDOR'S NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE AND ZIP CODE \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_ FAX NO. \_\_\_\_\_

FIN \_\_\_\_\_ DUNS NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

SIGNATURE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

TITLE \_\_\_\_\_ DATE \_\_\_\_\_

**Submit as a .pdf file with the TO Financial Proposal**

# **ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

## **TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS**

**CATS+ TORFP # R00P4400087**

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

As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.

The TO Contractor must complete a separate Form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15<sup>th</sup> of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15<sup>th</sup> of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.

The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form D-6. The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.

4. It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15<sup>th</sup> of each month, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

**D-1 MDOT Certified MBE Utilization and Fair Solicitation Affidavit**

*(submit with bid or offer)*

This document **MUST BE** included with the bid or offer. If the Bidder or Offeror fails to complete and submit this form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

In conjunction with the bid or offer submitted in response to Solicitation No. \_\_\_\_\_, I affirm the following:

1.  I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of \_\_\_\_ percent and, if specified in the solicitation, the following subgoals (complete for only those subgoals that apply):

\_\_\_\_ percent African American                      \_\_\_\_ percent Asian American  
\_\_\_\_ percent Hispanic American                      \_\_\_\_ percent Woman-Owned

Therefore, I will not be seeking a waiver pursuant to COMAR 21.11.03.11.

**OR**

- I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.03.11.

2. I understand that if I am notified that I am the apparent awardee of a TORFP, I must submit the following additional documentation as directed in the TORFP.

- (a) MBE Participation Schedule (D-2)
- (b) Outreach Efforts Compliance Statement (D-3)
- (c) Subcontractor Project Participation Certification (D-4)
- (d) Any other documentation, including D-7 waiver documentation, if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

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

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

4. Set forth below are the (i) certified MBEs I intend to use and (ii) the percentage of the total contract amount allocated to each MBE for this project and the items of work each MBE will provide under the contract. I hereby affirm that the MBE firms are only providing those items of work for which they are MDOT certified.

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

\_\_\_\_\_  
Bidder/Offeror Name

*(PLEASE PRINT OR TYPE)*

\_\_\_\_\_  
Signature of Affiant

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SUBMIT THIS AFFIDAVIT WITH TO PROPOSAL**

### Attachment D-2 MBE Participation Schedule

<b>Prime Contractor:</b> <small>(Firm Name, Address, Phone)</small>	<b>Project Description:</b>
<b>Project Number:</b>	

#### List Information For Each Certified MBE Subcontractor On This Project

<b>Minority Firm Name</b>	<b>MBE Certification Number</b>
<b>FEIN</b> Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category)	
<input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other	
Percentage of Total Contract Value to be provided by this MBE _____%	
Description of Work to Be Performed:	
<b>Minority Firm Name</b>	<b>MBE Certification Number</b>
<b>FEIN</b> Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category)	
<input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other	
Percentage of Total Contract Value to be provided by this MBE _____%	
Description of Work to Be Performed:	
<b>Minority Firm Name</b>	<b>MBE Certification Number</b>
<b>FEIN</b> Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category)	
<input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other	
Percentage of Total Contract Value to be provided by this MBE _____%	
Description of Work to Be Performed:	
<b>Minority Firm Name</b>	<b>MBE Certification Number</b>
<b>FEIN</b> Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category)	
<input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other	
Percentage of Total Contract Value to be provided by this MBE _____%	
Description of Work to Be Performed:	

Continue on a separate page, if needed.

***SUMMARY***

Total <i>African-American</i> MBE Participation:	_____ %
Total <i>Asian American</i> MBE Participation:	_____ %
Total <i>Hispanic American</i> MBE Participation:	_____ %
Total Woman-Owned MBE Participation:	_____ %
Total <i>Other</i> Participation:	_____ %
<b>Total All MBE Participation:</b>	<b>_____ %</b>

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

\_\_\_\_\_  
Bidder/Offeror Name  
(PLEASE PRINT OR TYPE)

\_\_\_\_\_  
Signature of Affiant

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**SUBMIT THIS AFFIDAVIT WITH PORFP  
BID/PROPOSAL**

**ATTACHMENT D-3**  
**Outreach Efforts Compliance Statement**

**Complete and submit this form within 10 working days of notification of apparent award or actual award, whichever is earlier.**

In conjunction with the bid or offer submitted in response to Solicitation No. \_\_\_\_\_, Bidder/Offeror states the following:

1. Bidder/Offeror identified opportunities to subcontract in these specific work categories.
2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit MDOT certified MBEs for these subcontract opportunities.
3. Bidder/Offeror made the following attempts to contact personally the solicited MDOT certified MBEs.
4. Select ONE of the following:
  - a.  This project does not involve bonding requirements.
  - OR**
  - b.  Bidder/Offeror assisted MDOT certified MBEs to fulfill or seek waiver of bonding requirements (*describe efforts*).
5. Select ONE of the following:
  - a.  Bidder/Offeror did/did not attend the pre-bid/proposal conference.
  - OR**
  - b.  No pre-bid/proposal conference was held.

\_\_\_\_\_  
Bidder/Offeror Printed Name

By: \_\_\_\_\_  
Signature

Address: \_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT D-4  
Subcontractor Project Participation Certification**

*Please complete and submit one form for each MDOT certified MBE listed on Attachment D-1 within 10 working days of notification of apparent award.*

\_\_\_\_\_ (prime contractor) has entered into a contract with \_\_\_\_\_ (subcontractor) to provide services in connection with the Solicitation described below.

Prime Contractor Address and Phone	Project Description
Project Number	Total Contract Amount \$
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	

The undersigned Prime Contractor and Subcontractor hereby certify and agree that they have fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority business enterprise in its bid or proposal;
- (2) fail to notify the certified minority business enterprise before execution of the contract of its inclusion of the bid or proposal;
- (3) fail to use the certified minority business enterprise in the performance of the contract; or
- (4) pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

**PRIME CONTRACTOR SIGNATURE**

**SUBCONTRACTOR SIGNATURE**

By: \_\_\_\_\_  
Name, Title  
Date

By: \_\_\_\_\_  
Name, Title  
Date

This form is to be completed monthly by the prime

**Attachment D-5**  
**Maryland Department of Information Technology**  
**Minority Business Enterprise Participation**  
**Prime Contractor Paid/Unpaid MBE Invoice Report**

Report #: _____	Contract #: _____
Reporting Period (Month/Year): _____	Contracting Unit: _____
<b>Report is due to the MBE Officer by the 10<sup>th</sup> of the month following the month the services were provided.</b>	Contract Amount: _____
	MBE Subcontract Amt: _____
	Project Begin Date: _____
	Project End Date: _____
<b>Note: Please number reports in sequence</b>	Services Provided: _____

Prime Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:	Email:	
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
<b>List all payments made to MBE subcontractor named above during this reporting period:</b> <u>Invoice#Amount</u> 1. 2. 3. 4. <b>Total Dollars Paid: \$</b> _____		<b>List dates and amounts of any outstanding invoices:</b> <u>Invoice #Amount</u> 1. 2. 3. 4. <b>Total Dollars Unpaid: \$</b> _____	

\*\*If more than one MBE subcontractor is used for this contract, you must use separate D-5 forms.

**\*\*Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):**

(TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)	(TO PROCUREMENT OFFICER OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)
---	---

This form must be completed by  
MBE subcontractor

**ATTACHMENT D-6**  
**Minority Business Enterprise Participation**  
**Subcontractor Paid/Unpaid MBE Invoice Report**

Report#: _____ Reporting Period (Month/Year): _____ <b>Report is due by the 10<sup>th</sup> of the month following the month the services were performed.</b>	Contract # _____ Contracting Unit: _____ MBE Subcontract Amount: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
---	--

MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:	Email:	
Address:		
City: Baltimore	State:	ZIP:
Phone:	FAX:	
<b>Subcontractor Services Provided:</b>		
<b>List all payments received from Prime Contractor during reporting period indicated above.</b>		<b>List dates and amounts of any unpaid invoices over 30 days old.</b>
<u>Invoice Amt</u>	<u>Date</u>	<u>Invoice Amt</u> <u>Date</u>
1.		1.
2.		2.
3.		3.
<b>Total Dollars Paid: \$</b> _____		<b>Total Dollars Unpaid: \$</b> _____
Prime Contractor:		Contact Person:

**\*\*Return one copy of this form to the following address (electronic copy with signature & date is preferred):**

(TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)	(TO PROCUREMENT OFFICER OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)
---	---

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Required)

**Code of Maryland Regulations (COMAR)**  
**Title 21, State Procurement Regulations**  
*(regarding a waiver to a Minority Business Enterprise subcontracting goal)*

**COMAR 21.11.03.11 - Waiver.**

- A. If, for any reason, the apparent successful bidder or offeror is unable to achieve the contract goal for certified MBE participation, the bidder or offeror may request, in writing, a waiver to include the following:
- (1) A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBEs in order to increase the likelihood of achieving the stated goal;
  - (2) A detailed statement of the efforts made to contact and negotiate with certified MBEs including:
    - (a) The names, addresses, dates, and telephone numbers of certified MBEs contacted, and
    - (b) A description of the information provided to certified MBEs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;
  - (3) As to each certified MBE that placed a subcontract quotation or offer that the apparent successful bidder or offeror considers not to be acceptable, a detailed statement of the reasons for this conclusion;
  - (4) A list of minority subcontractors found to be unavailable. This list should be accompanied by an MBE unavailability certification (MBE Attachment D6) signed by the minority business enterprise, or a statement from the apparent successful bidder or offeror that the minority business refused to give the written certification: and
  - (5) The record of the apparent successful bidder or offeror's compliance with the outreach efforts required under Regulation .09B(2)(b).

A waiver may only be granted upon a reasonable demonstration by that MBE participation could not be obtained or could not be obtained at a reasonable price.

If the waiver request is determined not to meet this standard, the bidder or offeror will be found non-responsive (bid) or not reasonably susceptible for award (proposal) and removed from further consideration.

- B. A waiver of a certified MBE contract goal may be granted only upon reasonable demonstration by the bidder or offeror that certified MBE participation was unable to be obtained or was unable to be obtained at a reasonable price and if the agency head or designee determines that the public interest is served by a waiver. In making a determination under this section, the agency head or designee may consider engineering estimates, catalogue prices, general market availability, and availability of certified MBEs in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE and non-

MBE cost of participation, and their impact on the overall cost of the contract to the State and any other relevant factor.

- C. An agency head may waive any of the provisions of Regulations .09-.10 for a sole source, expedited, or emergency procurement in which the public interest cannot reasonably accommodate use of those procedures.
- D. When a waiver is granted, except waivers under Section C, one copy of the waiver determination and the reasons for the determination shall be kept by the MBE Liaison Officer with another copy forwarded to the Office of Minority Affairs.

**MBE ATTACHMENT D-7  
MINORITY CONTRACTOR UNAVAILABILITY CERTIFICATE**

**Section I (to be completed by PRIME CONTRACTOR)**

I hereby certify that the firm of \_\_\_\_\_  
Name of Prime Contractor)

located at \_\_\_\_\_,  
(Number) (Street) (City) (State) (Zip)

on \_\_\_\_\_ contacted certified minority business enterprise, \_\_\_\_\_  
(Date) (Name of Minority Business)

\_\_\_\_\_ located at \_\_\_\_\_,  
(Number) (Street) (City) (State) (Zip)

seeking to obtain a bid for work/service for project number \_\_\_\_\_, project name \_\_\_\_\_

List below the type of work/ service requested:

Indicate the type of bid sought, \_\_\_\_\_. The minority business enterprise identified above is either unavailable for the work /service in relation to project number \_\_\_\_\_, or is unable to prepare a bid for the following reasons(s):

The statements contained above are, to the best of my knowledge and belief, true and accurate.

\_\_\_\_\_  
(Name) (Title)

\_\_\_\_\_  
(Number) (Street) (City) (State) (Zip)

\_\_\_\_\_  
(Signature) (Date)

**Note:** Certified minority business enterprise must complete Section II

**Section II (to be completed by CERTIFIED MINORITY BUSINESS ENTERPRISE)**

I hereby certify that the firm of \_\_\_\_\_ MBE Cert.# \_\_\_\_\_  
(Name of MBE Firm)

located at \_\_\_\_\_  
(Number) (Street) (City) (State) (Zip)

was offered the opportunity to bid on project number \_\_\_\_\_, ON \_\_\_\_\_  
(Date)

by \_\_\_\_\_  
(Prime Contractor's Name) (Prime Contractor Official's Name) (Title)

The statements contained in Section I and Section II of this document are, to the best of my knowledge and belief, true and accurate.

\_\_\_\_\_  
(Name) (Title) (Phone)

\_\_\_\_\_  
(Signature) (Fax Number)

# ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS+ TORFP #R00P4400087 OF MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this day of Month, 20XX by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, TO Requesting Agency.

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
  - a. “Agency” means the TO Requesting Agency, as identified in the CATS+ TORFP # ADPICS PO.
  - b. “CATS+ TORFP” means the Task Order Request for Proposals # ADPICS PO, dated MONTH DAY, YEAR, including any addenda.
  - c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of 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 TO Requesting Agency 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 Technical Proposal and TO Financial Proposal.

## Scope of Work

- 1.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.
- 1.2 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

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

#### Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS+ TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of three (3) 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 one (1) additional, two-year period for a total TO Agreement period ending on Month, Day, Year.

#### Consideration and Payment

- 1.4 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS+ TORFP and shall not exceed the total amount of the task order. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 1.5 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS+ TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 1.6 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 Accounts Payable Department.
- 1.7 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

**TO Contractor Name**

\_\_\_\_\_  
By: Type or Print TO Contractor POC

\_\_\_\_\_  
Date

Witness: \_\_\_\_\_

STATE OF MARYLAND, **TO Requesting Agency**

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

\_\_\_\_\_  
Date

Witness: \_\_\_\_\_

# ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

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

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

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

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

Date: \_\_\_\_\_

By: \_\_\_\_\_

(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO TECHNICAL PROPOSAL

## **ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY**

### INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B2490023.
2. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS+ TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. This summary is required at the time of the interview.

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

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

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

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
<b>LABOR CLASSIFICATION TITLE – (INSERT CATS+ LABOR CATEGORY NAME)</b>	
Education: Insert the education description from: a. The CATS+ RFP from Section 2.10 for the applicable labor category b. The minimum qualifications and required certifications in Section 2.12.2 of this TORFP	
Experience: .) Insert the experience description from: a. The CATS+ RFP from Section 2.10 for the applicable labor category b. The minimum qualifications and required certifications in Section 2.12.2 of this TORFP  Provide dates in the form of MM/YY to MM/YY	
Duties: (Insert the duties description from the CATS+ RFP from Section 2.10 for the applicable labor category.)	

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

**TO Contractor's Contract Administrator:**

\_\_\_\_\_  
Signature Date

**Proposed Individual:**

\_\_\_\_\_  
Signature Date

**SUBMIT WITH TECHNICAL PROPOSAL  
SIGNATURE REQUIRED AT THE TIME OF THE TIME OF SUBMISSION OF PROPOSAL**

## **ATTACHMENT 6 – DIRECTIONS**

### **TO THE PRE-TO PROPOSAL CONFERENCE**

The Pre-Proposal Conference will be held:  
**Tuesday, April 15, 2014 @ 10:00 AM ET**  
Maryland State Department of Education  
8<sup>th</sup> Floor, CR 6/7  
200 West Baltimore Street  
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 should begin to move to the left and continue to follow the signs that say “Downtown/Inner Harbor”. Downtown/Inner Harbor” exit becomes Howard Street. Cross Conway, Camden, and Pratt Streets. After Pratt, get in the right lane. Cross Lombard Street, turn right at next light which is Baltimore Street. You can turn right from both lanes, but the left lane of Howard Street puts you into the left lane of Baltimore Street and gives easy access to the parking lot next to the building. MSDE is in the middle of the block, on the left, right next to the parking lot, and directly across from the First Mariners Arena (formerly the Baltimore Arena).

#### **From Annapolis – Route 50**

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

#### **From the Baltimore-Washington Parkway (Route 295)**

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

## ATTACHMENT 7 – NOTICE TO PROCEED (SAMPLE)

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ Task Order Agreement #ADPICS PO

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 Management Office, Department of Information Technology



# ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: TO Requesting Agency  
TORFP Title: TORFP Project Name  
TO Manager: TO Manager and Phone Number

**To:**

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

Title of deliverable: \_\_\_\_\_

TORFP Contract Reference Number: Section # \_\_\_\_\_

Deliverable Reference ID # \_\_\_\_\_

This deliverable:

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

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

\_\_\_\_\_  
TO Manager Signature

\_\_\_\_\_  
Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN THE TORFP.

# 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 #ADPICS PO for TORFP Project Name. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to \_\_\_\_\_. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as “Confidential Information”. As a condition for its receipt and access to the Confidential Information described 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 TO Procurement Officer, TO Requesting Agency on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State’s rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR’S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys’ fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

FFEROR: \_\_\_\_\_ BY: \_\_\_\_\_  
NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

SUBMIT AS REQUIRED IN THE TORFP

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

## RECITALS

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

**TO Contractor/TO Contractor's Personnel:** **TO Requesting Agency:**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SUBMIT AS REQUIRED IN THE TORFP

EXHIBIT A to Non-Disclosure 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](mailto:contractoversight.doit@maryland.gov) with the TO number in the subject line.

<b>Master Contractor:</b>	
<b>Master Contractor Contact / Phone:</b>	
<b>Procuring State Agency Name:</b>	
<b>TO Title:</b>	
<b>TO Number:</b>	
<b>TO Type (Fixed Price, T&amp;M, or Both):</b>	
<b>Checklist Issue Date:</b>	
<b>Checklist Due Date:</b>	
<b>Section 1 – Task Orders with Invoices Linked to Deliverables</b>	
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) _____	
<b>Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials</b>	
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) _____	
<b>Section 3 – Substitution of Personnel</b>	
A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 4.)	

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

# 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 & Date: \_\_\_\_\_

**ATTACHMENT 14 – 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](http://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 15- PERFORMANCE EVALUATION FORM (PEF)**

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP  
(The TO Contractor shall submit one PEF for each employee as required)

**Evaluation Month & Year:**

**Employee Name:**

**Role (TORFP Section 2.X):**

**Labor Category:**

**TO Contractor Name:**

**TO Contractor Contact:**

**MSDE TO Manager:**

**TO Requesting Agency:** MSDE

**TO Agreement Name:**

**TO Agreement #:**

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

TO CONTRACTOR PERSONNEL PERFORMANCE RATING\*

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

\*TO Contractor Personnel should maintain a “Satisfactory” rating for each performance area. For any unsatisfactory ratings, the TO Manager may invoke the Mitigation Procedures for Unsatisfactory Performance as defined in Section 2.X of TORFP. The TO Manager also may indicate “rejected” below and withhold payment pending employee performance mitigation or employee substitution.

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

REASON(S) FOR UNSATISFACTORYEMPLOYEE PERFORMANCE RATING/S:

OTHER COMMENTS:

\_\_\_\_\_  
TO Manager Signature

\_\_\_\_\_  
Date Signed

**ATTACHMENT 16 SAMPLE WORK ORDER**

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