MARYLAND STATE DEPARTMENT OF EDUCATION

Preparing World-Class Students

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

MARYLAND STATE DEPARTMENT OF EDUCATION (MSDE)
RACE TO THE TOP (RTTT) AND
MARYLAND LONGITUDINAL DATA SYSTEMS (MLDS)
PERSONNEL SUPPORT SERVICES

CATS II TORFP PROJECT NUMBER
R00B9200162

FRIDAY, OCTOBER 14, 2011

TABLE OF CONTENTS

KEY INFORMATION SUMMARY SHEET

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

TORFP Name:	Race to the Top (RTTT) and Maryland Longitudinal Data Systems (MLDS) Personnel Support Services
Functional Area:	Functional Area 10 IT Management Consulting Services
TORFP Issue Date:	October 14, 2011
Closing Date and Time:	**Tuesday, November 15, 2011** No later than 2:00PM EST
TORFP Issuing Office:	Maryland State Department of Education (MSDE)
Send Proposals / Questions to:	Dorothy Richburg - drichburg@msde.state.md.us No later than 2:00 PM Friday, November 4, 2011
TO Procurement Officer	Dorothy Richburg Office Phone Number: 410-767-0628 Office FAX Number: 410 -333-2026
TO Manager:	Janice Johnson Branch Chief Office Phone Number: 410.767.4051 Office FAX Number: 410.974.5060
Project Number:	R00B9200162
TO Type:	Time & Material
Period of Performance:	One base year, plus 2 one-year options (Not to exceed 5/31/2014) at sole discretion of MSDE
MBE Goal:	0%
Small Business Reserve (SBR):	No
Primary Place of Performance:	Maryland State Department of Education 200 West Baltimore Street Baltimore, MD 21201
State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:	Telephones and workstations will be provided as needed.
TO Pre-Proposal Conference:	Maryland State Department of Education Wednesday, October 26, 2011 @ 12:30 PM 200 West Baltimore Street, 8th Floor, CR 2 Baltimore, MD 21201 For directions, see Attachment 5

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement (TOA) scope issues, and for authorizing any changes to the TO Agreement. See Section 2.12 for information on change orders.

The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement. This includes administrative functions, including issuing direction to the TO Contractor; ensuring compliance with the terms and conditions of the CATS II Master Contract; and, in conjunction with the selected Master Contractor, achieving on budget/on time/within scope completion of the Scope of Work (SOW).

1.2 TO AGREEMENT

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

1.3 TO PROPOSAL SUBMISSIONS

Proposals shall be submitted electronically to the Procurement Officer and email address shown in the Key Information Summary Sheet. The TO Procurement Officer will not accept submissions after the date and exact closing time as stated in the Key Information Summary Sheet. The time will be the local MSDE system time stamp on the incoming email as received by the Procurement Officer. Time stamps on outgoing email from Master Contractors shall not be accepted. Emails should not exceed 5MB.

The response to this TORFP must be submitted as three separate emails as follows:

Email #1: Technical Proposal

- Subject line: "CATS II TORFP #R00B9200162" – Technical Proposal
- Attach the Technical Proposal (TORFP Attachment 10) as a single .PDF file to this email.

Email #2: Price Proposal

- Subject line: "CATS II TORFP #R00B9200162" – Price Proposal
- Attach the Price Proposal (TORFP Attachment 1) as a single .PDF file to this email. Include the three price sheets (base year, option year one, and option year two) in the single .PDF attachment.

Email #3: Proposal Attachments

- Subject line: "CATS II TORFP #R00B9200162" – Proposal Attachments
- Attach the signed *Conflict of Interest and Disclosure Affidavit* (TORFP Attachment 3) in .PDF format
- Attach the signed *Non-Disclosure Agreement (Master Contractor)* (TORFP Attachment 7) in .PDF format
- Attach the signed *Living Wage Affidavit* (Attachment I to the CATS II Master Contract RFP)

1.4 ORAL PRESENTATIONS/INTERVIEWS

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

1.5 CONFLICT OF INTEREST

The TO Contractor(s) awarded the TO Agreement shall provide services for MSDE or component programs with the agency, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit and Disclosure form included as Attachment 3 to 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.

1.6 NON-DISCLOSURE AGREEMENT

Certain State documentation may be available for potential Master Contractors to review in a controlled, secure environment. Master Contractors who submit proposals, and those who wish to review such documentation before proposal submission, are required to sign a Non-Disclosure Agreement – Master Contractor (TORFP Attachment 7). Please contact the Procurement Officer for further information.

In addition, the TO Contractor awarded the TO Agreement may have access to certain State documentation in order to fulfill the requirements of the TO Agreement. The awarded TO Contractor management staff, employees and agents to be given such access are required to sign a Non-Disclosure Agreement – TO Contractor (TORFP Attachment 8).

1.7 LIMITATION OF LIABILITY CEILING

Pursuant to Section 27(C) of the CATS II Master Contract, the limitation of liability ceiling is hereby set as follows: Contractor's liabilities per claim under this TORFP shall not exceed the total TO Agreement amount.

1.8 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

The Department of Information Technology (DoIT) will be performing contract management oversight on the CATS II Master Contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of CATS II task orders (TO). This process shall typically apply to active TOs for operations and maintenance services valued at $1 million or greater, but all CATS TOs are subject to review.

Attachment 9 is a sample of the TO Contractor Self-Reporting Checklist template. MSDE will send checklists out to applicable TO Contractors approximately three (3) months after the Notice To Proceed date for a TO Agreement, and approximately every six (6) months thereafter. The TO Contractor awarded the TO Agreement shall complete and return the TO Contractor Self-Reporting Checklist by the due date on the checklist.

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE, AGENCY INFORMATION, AND BACKGROUND

2.1.1 PURPOSE

MSDE is issuing this CATS II TORFP to obtain up to fourteen resources to support The Race to the Top Program and Maryland Longitudinal Data System. MSDE reserves the right to make multiple awards to up to thirteen Master Contractors. MSDE also reserves the right to award a Master Contractor for fewer resources than proposed.

Master Contractors may propose labor categories for one, several or all of the "roles" listed in Section 2.2 but may only propose one resume per resource.

Given the sensitivity of data associated with this project, the TO Contractor personnel assigned to this project must comply with the requirements of CATS II RFP Section 2.4.3.2 and sign non-disclosure agreements as described in Section 1.6 above.

2.1.2 TO RESPONSIBILITY DEFINITIONS

A) **TO Procurement Officer** - The MSDE staff person named in the Key Information Summary Sheet responsible for managing the procurement process resulting in a TO Agreement for project personnel.

B) **TO Manager** - The TO Manager for this procurement will be the Branch Chief for the Division of Accountability, Assessment and Data Systems. The Branch Chief is responsible for overseeing the work required under the TO Agreement and approval of deliverables;

C) **TO Contractor** - A Master Contractor awarded a TO Agreement for TO Project Personnel. The TO Contractor(s) shall provide the project personnel and shall report to the TO Manager.

D) **TO Project Personnel** - The personnel assigned by the TO Contractor(s) for staffing services according to this TORFP, reporting to the TO Manager.

2.1.3 REQUESTING AGENCY INFORMATION

MSDE is a State agency that was established in 1916, and is overseen by The State Board of Education, to provide for the "general care and supervision of public education" in Maryland. MDSE is currently made up of 16 Divisions that oversee, develop, and support the delivery of PreK-12 education through 24 county schools systems.

2.2   REQUESTING AGENCY INFORMATION

MSDE exemplifies energetic leadership and innovative products and services to improve public education, library services, and rehabilitation services. The Agency has receives funds from the US Department of Education and other entities to implement educational reforms in Maryland and improve the collection and dissemination of information on school and student performance.

2.3   PROJECT BACKGROUND

MSDE is over-seeing the development and integration of over 18 new education data systems, collections and assurance reporting systems for the Race to the Top (RTTT) grant, P12 LDS grant, Maryland Longitudinal Data Center P20 system and State-Stat. The design, development, and integration of these new, and existing systems, requires a unique set of information technology design and development leadership, inter-agency collaboration facilitation and oversight, and IT development skills, as well as extensive educational and IT technical subject matter expertise.

2.2   RESOURCE REQUIREMENTS

The TO Contractor(s) shall provide qualified resources for the following CATS II Labor Categories at up to the quantity defined roles (only one resume per Master Contractor per Labor Category):

- Labor Category 3   Senior Subject Matter Expert - 11 resources
- Labor Category 4   Subject Matter Expert – 10 resources
- Labor Category 10   Applications Programmer – 10 resources
- Labor Category 20   Senior IT Professional – 2 resources
- Labor Category 22   Senior Database Management Specialist – 1 resource
- Labor Category 24   Quality Assurance Manager – 2 resources
- Labor Category 44   Help Desk Manager – 1 resource
- Labor Category 46   Junior Help Desk Specialist – 1 resources
- Labor Category 56   Technical Writer – 4 resources
- Labor Category 57   Project Control Specialist – 1 resource
- Labor Category 58   Program Administration Specialist - 2 resources
- Labor Category 64   Systems Design Architect – 3 resources
- Labor Category 65   Systems Design Engineer – 10 resources
- Labor Category 82   Network Engineer – 2 resources

MSDE requires resources to be available immediately upon Notice to Proceed.

The Master Contractor shall propose appropriate CATS II Master Contract labor categories to fulfill one or more of the required roles above. Master Contractors may propose only those labor categories for which they are approved under the CATS II Master Contract and for which maximum labor rates were provided.

2.3   TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

2.3.1   SENIOR SUBJECT MATTER (Labor Category 3)

Provide Senior Subject Matter Expert (SME) in the area of K12 applications and administration that demonstrate experience with state, county school systems. The K12 SME will work with the Division of Accountability and Assessment's Race to the Top (RTTT) and P-12LDS project team, MSDE Divisions, and Maryland LEAs to identify, design, and develops educational business accountability and performance metrics, reports, and dashboards which support specific areas listed below.

1. RTTT initiatives that need a SME to direct the implementation of :
    a. Test Item Banks and Computer Adaptive Testing
    b. Formative Assessment and/or
    c. Educator Effectiveness
2. Assist RTTT/P-12LDS Development Team in collecting business intelligence reporting and calculation needs of stakeholders, and submit these needs to the MLDS business analyst for requirements creation.
3. Review reporting assurance required by the RTTT/P-12LDS grant and verifies that the grant reporting assurances.
4. Assist the LEAs and MSDE Divisions to design and develop accountability and performance reports, dashboards, and educational KPIs.
5. Assist stakeholders and end users in interpreting the application of identified RTTT project initiatives and milestones.
6. Demonstrates ability to quickly comprehend project scope and business requirements.
7. Effectively manage multiple priorities.
8. The K12 Senior Subject Matter Expert will work with the Division of Instruction's Race to the Top (RTTT) Online Instructional Toolkit project team, MSDE Divisions, and Maryland LEAs. The resource will contribute to the overall development of the online portal to the Instructional Improvement System, and manage the portal.
9. Plan and manage the overall development of the Online Instructional Toolkit through:
    a. Identification of existing Toolkit items that can be adapted to support the Common Core Curriculum
    b. Gather best practices and resources from classroom teachers throughout Maryland as well as from public domain sources, to include in the Toolkit, including multi-media resources
    c. Define the toolkit item metatagging process
    d. Manage the metatagging specialists implementing the process
    e. Manage new and existing resources in the online portal by working with curriculum specialists, educators, and others across MSDE
    f. Provide continuous improvement process recommendations to improve efficiency and quality
    g. Assist with connected RTTT projects that either provide input to the Toolkit or host Toolkit resources

2.3.2   SUBJECT MATTER EXPERT (Labor Category 4)

Provide Subject Matter Expert (SME) in the area of K12 applications and administration that demonstrate experience with state, county school systems. The K12 SME will work with the Division of Accountability and Assessment's Race to the Top (RTTT) and P-12LDS project team, MSDE Divisions, and Maryland LEAs to identify, design, and develops educational business accountability and performance metrics, reports, and dashboards which support specific areas listed below.

1. RTTT initiatives that need a SME to direct the implementation of :
    a. Test Item Banks and Computer Adaptive Testing

    b.   Formative Assessment and/or
    c.   Educator Effectiveness
2. Assist RTTT/P-12LDS Project Team in implementing various tasks as outline in each RTTT/MLDS project.
3. Provide reporting assurance required by the RTTT/P-12LDS grant.
4. Assist the Project Team MSDE Divisions to design and develop implementation requirements for the LEA's.
5. Demonstrates ability to quickly comprehend project scope and business requirements.
6. Effectively manage multiple priorities.

2.3.3   APPLICATIONS PROGRAMMER (Labor Category 10)

To develop and maintain OBIEE and Business Intelligence (BI) Reporting in Division of Accountability and Assessment's and Data Systems (DAADS). Support application in existing DAADS systems such as Educational Data Warehouse (EDW), reporting database, Educational Data Systems (EDS) and other DAADS relational and data mart data base structures and sets.

1. Review and document data structures, report data, and data quality processes of the educational data warehouse
2. Map, compare, and gap the MSDE educational data warehouse data structures to national data models to identify areas for modification and/or improvement.
3. Design new data structures for new RTTT reporting functionality.
4. Prepare Component Impact Summary for the eleven data domains, and associated processes
5. Participate with the MLDS team and document proposed data structure and processes changes based upon a redesign analysis
6. Prepare a Design Change Impact analysis summary for each data domain and associated processes for the proposed changes to that domain, for data structures, analytics, reports, and data quality routines, and design (1) data sets from SAS, data sets from Oracle tables, (2) KPIs, (3) physical layer connections to data sources, (4) metadata business layer, (5) presentation layer, (6) dashboards with graphics, (7) analytics, (8) alerts, (9) BI Publisher reports, and (10) OLAP cubes for educational data from the Educational Data Ware house or other MLDS data sources.
7. Prepare a Development Strategy Summary for each data domain, for the proposed changes to that domain and associated processes, for data structures, analytics, reports, and data quality routines.
8. Define, prepare, and develop; (1) data sets from SAS, data sets from Oracle tables, (2) KPIs, (3) physical layer connections to data sources, (4) metadata business layer, (5) presentation layer, (6) dashboards with graphics, (7) analytics, (8) alerts, (9) BI Publisher reports, and (10) OLAP cubes for educational data from the Educational Data Ware house or other MLDS data sources.
9. Create test plan cases for each data domain, for the proposed changes to that domain, for analytics, reports, and data quality routines.
10. Assist in testing change cases, and preparing test results, for each data domain, for the proposed changes to that domain, for analytics, reports, and data quality routines.
11. Assist in preparing conversion schedules, cut-over procedures, and cut-over component checklists.
12. Implement OBIEE dashboards, BI Publisher reports, and Oracle OLAP cubes in a production environment that can support 300 users.

2.3.4   SENIOR IT PROFESSIONAL (Labor Category 20)

This project requires the Contractor to provide the following services to support the Enhancement and expansion of Educator Information System (EIS) (1) Upgrade existing EIS Version 2011. (2) Enhance current business process that improve the reporting requirements and Data quality. (3) Expand the EIS to support RTTT reform Initiatives. The Contractor shall

1. Upgrade Current EIS Microsoft CRM Version 3.x to Microsoft Version 2011 in a parallel RTTT technology environment.
2. Design, customize, and implement Microsoft CRM 4.0 and/or 2011
3. Serve as the technical lead for CRM development and integration
4. Support full CRM systems life-cycle development including design, coding, and software documentation
5. Develop technical specifications based on functional requirements
6. Perform tests according to a given test plan and documents results
7. Perform basic support and debugging in test, development and production environments
8. Identify and escalate technical and management related issues and concerns
9. Provide system testing, maintenance, and integration leadership between legacy and future production systems
10. Define systems architecture and hardware requirements
11. Automate CRM processes and define workflows
12. Design, develop and administer SQL Server Database as it relates to the EIS upgrade and implementation
13. Integrate third party services/applications such as Oracle portal, SharePoint, Web Services, and BizTalk as necessary
14. Implement security policies and directive.
15. Enhance the Portal to accommodate new requirements, and improve usability, friendliness and effectiveness.
16. Integrate EIS with the Longitudinal Data System
17. Integrate EIS with Education Evaluation System which should automated input of evaluation data for all certificated staff
18. Implement IHE preparation program data collection requirements
19. Improve Data Quality and Storage; Reporting Capabilities; Workflow management process
20. Improve access to information, business process design, integration and Interface with external Organizations (CJIS, Verisign, etc) and interface and integration with the Longitudinal Data System and other Race to the Top technology projects.
21. Enhance /Expand ability to receive initiated background check status from the Criminal Justice Information System (CJIS).
22. Enhance /expand Interface with VeriSign Payment Pro to receive request payment as described
23. Enhance interfaces with external organizations in order to receive data for update in EIS.
24. Enhance/Expand ability to receive and upload transcripts from participating institutions in SPEEDE format.
25. Provide Professional Development Plan Alignment
26. Accommodate new LEA evaluation data requirements
27. Align Teacher Development plans with student outcome
28. Support for legislative changes and requirements
29. Expand support of advanced data mining support to access EIS data and provide reports for the Office of the Governor, legislators, etc.
30. Enhance existing reports Provide and additional reporting capabilities based on new functionalities and data

2.3.5   SENIOR DATABASE MANAGEMENT SPECIALIST (Labor Category 22)

The Senior Database Management Specialist assists in preparing requirements and developing and implementing MDM, EDI, Batch, data transfers to support RTTT/MLDS projects in DAADS. This will assist DAADS and project development teams in collecting and writing requirements and procurements for data exchange between

P12 Longitudinal Data Systems (P12LDS), K12 Student Information Systems (SIS) and P13 higher education systems and workforce data.

1. Assist the RTTT Team in managing a new MSDE data collection from the 24 local school districts, including tracking large data files, managing the data validation process and file resubmission(s), collaborating the ETL and DBA resources, and communicating with local IT resources.
2. Support the selection of a technology approach, assess market tools and tools within MSDE DAADS, and evaluate SIF and Common Data Standards for Application Interface transaction record formats and methods.
3. Assist in the preparation of procurement documents for purchasing or building a data exchange
4. Performs stakeholder satisfaction surveys.
5. The candidate must also demonstrate all aspects of proper communication skills, both verbal and non-verbal.

2.3.5   QUALITY ASSURANCE MANAGER (Labor Category 24)

Quality Assurance Manager will oversee software development of Division of Accountability and Assessment's and Data Systems (DAADS) RTTT/LDS project implementation. This oversight and direction will cover ETL data loading processes, portal and APEX development, OBIEE database, Business Intelligence reporting and dashboards. This QAM will be responsible for the day to day software development activities in supporting all RTTT/LDS projects.

1. Manages department and overall expectations pertaining to setting accurate schedules, costs and resources.
2. Ensures delivery against tasks and objectives
3. Provides necessary definition, development and deployment of product quality assurance strategy, addressing all phases of product development.
4. Directly supervises team , quality assurance engineers and testers including the preparation and delivery of staff performance evaluations
5. Establish and maintain policy for documentation of all products.
    Reviews documentation before is sent out to external and internal customers.
6. Implements ongoing quality improvement processes working with interdepartmental teams.
7. Maintains product consistency throughout product cycle, to include the design, define and build phases through quality checkpoints and testing.
8. Develop and manage quality assurance metrics for performance improvement of all teams.
9. Manages and responds to software quality assurance issues with related groups such as development, database, integration, and customer support.
10. Anticipates project release problems and takes corrective action, escalating as needed, to resolve and achieve commitments.
11. Assures the viability, functionality and effectiveness of essential tools and software.
12. Responsible of creating task and checklists for software deployment.
13. Orchestrates the delivery of software to customer visible environments.
14. Manages the planning and execution of product testing efforts, including all associated resources to meet committed delivery dates.
15. Works with project managers to support project schedules and resource allocation models for QA related projects and other activities such as software deployment, customer integration, and professional services validation.

2.3.6   HELP DESK MANAGER (Labor Category 44)

Implement, maintain, and support the day to day support and training to help users navigate and use analytical reports, dashboards, and data entry applications. Build and implement a help desk to support all of Division of Accountability and Assessment's and Data Systems (DAADS) RTTT/MLDS projects.

1. Develop/provide user manuals, programmer maintenance manuals, and system design documentation to begin help desk activities
2. Provide user training in a variety of areas (e.g. analytical reports, dashboards, and data entry applications)
3. Analyze and implement the necessary technical software need to in order to support the end-users.
4. Assist the team in identifying any requirements and/or problems
5. Review implementation plans for applications to ensure that the system resources are available to support applications in both the long and short term
6. Develop standard operating procedures for the data center and associated systems/applications
7. **Provide technical training on all functions of the system**

2.3.7   JUNIOR HELP DESK SPECIALIST (Labor Category 46)

Under the direction of the Help Desk Manager the Help Desk Specialist will support the day to day operation of the Division of Accountability and Assessment's and Data Systems (DAADS) RTTT/LDS helpdesk activities. These resources will provide tier 1 support of end-user applications via on-line and/or the telephone.

1. Activities will encompass: Answering Service Desk calls and logging each call into a Service Desk system (to be implemented)
2. Assess each problem and assist in resolving or escalating the issue.
3. Assist in developing training materials that will be used in conducting webinars, and workshops for end user training
4. Provide technical training on all functions of the system

2.3.8   TECHNICAL WRITER (Labor Category 56)

Technical Writer and Developer for Race to the Top (RTTT) will produce materials, video, and a portal information. The technical writer must have experience with K12 online multi-media and print newsletter tools and development experience. The technical writer and developer will work with the Division of Accountability and Assessment's and Data Systems (DAADS) RTTT/ P-12LDS project team to design, and develop educational media, online portal contents, webinars, and newsletters.

1. Assist RTTT/P-12LDS Development Team in collecting multi-media business requirements from key stakeholders.
2. Assists in collecting and organizing information for preparation of user manuals, training materials, installation guides, proposals, and reports.
3. Translates technical information into clear, readable documents to be used by technical and non-technical personnel
4. Assist in the selection of existing training materials for display on the portal
5. Create online newsletter using Captivate
6. Create multimedia videos using one or more of the top multi-media tools suites.
7. Create webinar materials, schedule webinars, and post recorded webinar links on a portal
8. Create written content for an Oracle portal, and post the content.

9. Prepare steering committee, USDE and DoIT reports
10. Prepare and issue stakeholder satisfaction surveys using Survey Monkey

2.3.9   PROJECT CONTROL SPECIALIST (Labor Category 57)

Serve a Project Control Specialist to support the Division of Accountability and Assessment's and Data Systems (DAADS) on Race to the Top (RTTT/MLDS) project teams in the support, administrative and maintenance of the project plans, budget, portal, workbooks and reports.

1. Support the Program Director and/or Project Manager with day to day support in all project control functions.
2. Planning, tracking, and analysis and reporting on budgets and project estimates
3. Maintain project budgets and support forecasting exercises.
4. Prepare written analysis of project with cost and scheduled variances.
5. Prepare financial deliverables as required for project for both internal and external use.
6. Assist with preparing proposals for staffing, hardware/software and/or IT related purchases (RFQ, RFR, RFP and TORFP)
7. Schedule meetings as needed. (Webex, GotoMeeting)
8. Monitors all consultants time of the project team
9. Process all invoices
10. Reconcile all invoices using the MSDE accounting reports and GRADS 360
11. May coordinate, monitor or supervise the activities of subordinates.
12. Develops and maintains all training materials related to the consultant on-boarding

2.3.10   PROGRAM ADMINISTRATION SPECIALIST (Labor Category 58)

Serve as Program Administration Specialist to work with Division of Accountability, Assessment and Data Systems on the Race to the Top (RTTT)/P-12LDS project team to develop, administer, and maintain project plans, SDLC (System Development Life Cycle), and administrative documentation for the RTTT/P-12LDS grant projects.
1. Assists in maintaining and organizing of documentation for portal and portal management project workbooks.
2. Assists in maintaining specialized project plan documentation,   and contract deliverables management of the RTTT/P-12LDS project
3. Assists in maintaining status documentation for MSDE, DoIT and USDE
4. Assists in maintaining and gathering of documentation for contract deliverables of the RTTT-DAADS project.
5. Assist in the document conversion from hardcopy to electronic of the RTTT/P-12LDS Documentation, and storage on the new electronic documentation on project's Oracle Portal (OBIEE and Business Intelligence)
6. Assist in the maintenance and storage of RTTT/P-12LDS project SDLC documentation, finance documentation, and human resources documentation of the project.
7. Tracking of RTTT/P-12LDS Project documents to meet the project's retention archival policy.
8. Maintain all documentation of timesheets, invoices, and procurement documentation.
9. Attend meetings and conference calls with MSDE staff on an as needed basis that supports the project
10. The candidates must also demonstrate all aspects of proper communication skills, both verbal and non-verbal. The candidate must possess good interpersonal and communication skills.

2.3.11 SYSTEMS DESIGN ARCHITECT (Labor Category 64)

Oversee the day to day operations of the Software Development Team of ETL, Portal and APEX development and OBIEE applications.

1. Assigns work assignments/tasks based upon the project schedule and priorities.
2. Design, Create and Implement appropriate technical documentation.
3. Perform quality test of applications.
4. Analyze complex K12 education accountability and performance reporting and data storage requirements with end users and developers,
5. Prepare data models that support the creation of K12 data structures, KPI development, and dashboard development in Oracle 11g and ERWIN
6. Create business data models in Oracle 11g, ERWIN, and Oracle OBIEE business model layer
7. Create data structures for relational, star schemas, and data marts schemas
8. Prepare and execute Informatica ELT programs to maintain and transform existing and new data sets
9. Design and define the system specifications, analyze malfunctions and develop solutions.
10. Assure maximum utilization of existing hardware, software and personal resources.
11. Establish and implement operational procedures and practices.
12. Develop long range plans and goals for performance.

2.3.12 SYSTEMS DESIGN ENGINEER (Labor Category 65)

To develop and maintain data structures and data in DAADS (Division of Accountability, Assessments and Data Systems) existing Educational Data Warehouse (EDW), OBIEE and Business Intelligence (BI) Reporting Edfacts reporting database, the Educational Data Operational Store, GIS Oracle Db. 11g and other DAADS relational and data mart database structures and sets.

1. Analyze complex K12 education accountability and performance reporting and data storage requirements with end users and OBIEE developers
2. Prepare data models that support the creation of K12 data structures, KPI development, and dashboard development in Oracle 11g using (ERWIN is used)
3. Create data structures for relational, star schemas, and data marts schemas. (ERWIN is used)
4. Prepare and execute Informatica ELT programs to maintain and transform existing and new data sets in and Oracle 11g environment
5. Create business data models in Oracle 11g, ERWIN, and Oracle OBIEE business model layer
6. Identify and resolve performance problems involving the applications databases and associated hardware.
7. Support and maintain operational procedures and practices.
8. Maintain database security and authentication.
9. Develop and monitor backup strategies.
10. Manage, plan, and configure data view for front-end processes.
11. Assist in setting long-range plans and goals for performance.
12. Design, update and implement new scripts and applications.
13. Provide operational and technical guidance as required.
14. Interact with developers on SQL, Oracle and DB2 support teams.
15. Develop and update reports using Cognos ® reporting tools.
16. Manage and support the entire data integration lifecycle using Informatica ®.
17. Develop and update reports using Microsoft Crystal Report and SQL Report.

2.3.13   NETWORK ENGINEER (Labor Category 82)

The Network Engineer is to support the network infrastructure at DPSCS. Research, design, and implement networking infrastructure to support MSDE and DPSCS co-location. Develop requirements for configuration of development, testing, staging and production environments under RTTT/MLDS grants.

1.   Perform complex design, engineering, implementation, and maintenance of the RTTT Local Area Network and/or Wide Area Network, and/or security infrastructure,
2.   Size enterprise servers and bandwidth
3.   Analyze network topologies.
4.   Review and validate capacity projections and requirements for all relevant RTTT initiatives,
5.   Coordinate the implementation of approved network designs, and the deployment and configuration of all enterprise systems as specified by MSDE,
6.   Develop and maintain network architecture diagrams of RTTT network environments and/or security hardware and software deployed across the various RTTT environments,
7.   Perform root cause and incident analysis on all outages, and define mitigation action to prevent reoccurrence.
8.   Troubleshoot connectivity issues.
9.   Research and recommend enterprise hardware, operating systems and supportive software.

2.4   PERFORMANCE EVALUATION AND STANDARDS

2.4.1   MONTHLY PERFORMANCE RATINGS FOR PROJECT PERSONNEL

Each month the TO Contractor shall send to the TO Manager a **Performance Evaluation Form (PEF)** (TORFP Attachment 6) for each individual resource. The TO Contractor shall fill out the top section of the PEF only. The TO Manager shall assess the performance of each individual resource based on the quality of work delivered as required in Section 2.3. The TO Manager shall fill out the "Project Personnel Performance Rating" section of the PEF and return it to the TO Contractor for invoicing purposes. In the event of poor or non-performance by project personnel, resulting in unsatisfactory ratings, payment may be withheld pending the outcome of the mitigation procedures described in TORFP Section 2.4.2.

2.4.2   MITIGATION PROCEDURES FOR UNSATISFACTORY PERFORMANCE

At any time during the task order should the Project Personnel exhibit unsatisfactory work performance as per a Project Personnel Performance Rating of "unsatisfactory" for any of the rating areas, as determined by the TO Manager, MSDE may pursue the following mitigation procedures prior to requesting a replacement employee:

A) The TO Manager shall document performance issues and give written notice to the TO Contractor(s), clearly describing problems and delineating remediation requirement(s).
B) The TO Contractor(s) shall respond with a written remediation plan within three business days and implement plan immediately upon written acceptance by the TO Manager.
C) Should performance issues persist, the TO Manager may give written notice or request the immediate removal of the person(s) whose performance is at issue, and determine whether a substitution is required. Substitutions must have equal or better qualifications compared to the incumbent as determined by MSDE.

2.5 WORK HOURS

The TO Contractor's assigned personnel must be available to work between the hours of 7:00 AM and 6:00 PM Monday through Friday except for State holidays.

Services may also involve some evening and/or weekend hours in addition to core business-day hours. Additional weekly hours in excess of 40 hours must be approved in writing and in advance by the TO Manager and shall be billed at the proposed regular hourly rate.

Requests for leave should 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, leave may be denied.

2.6 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor staff dedicated to this project 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 staff 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 www.doit.maryland.gov. Select "Contractor" and "IT" Policies, Standards and Guidelines"; these may include, but are not limited to:

A) The nine project management knowledge areas in the Project Management Institute's (PMI's) Project Management Body of Knowledge (PMBOK). The TO Contractor shall follow the project management methodologies that are consistent with the most recent edition of the PMBOK Guide. TO Contractor's staff and sub Contractors are to follow a consistent methodology for all TO activities
B) The State's System Development Life Cycle (SDLC) methodology at: www.DoIT.maryland.gov - keyword: SDLC.
C) The State's IT Security Policy and Standards at: www.DoIT.maryland.gov. - keyword: Security Policy.
D) The State's IT Project Oversight at: www.DoIT.maryland.gov. - keyword: IT Project Oversight.
E) The State of Maryland Enterprise Architecture at www.DoIT.maryland.gov. - keyword: MTAF (Maryland Technical Architecture Framework).

2.7   TO CONTRACTOR PROPOSED PERSONNEL MINIMUM QUALIFICATIONS

Proposed personnel must meet the minimum qualifications below for their proposed role. For minimum requirements, see CATS II Labor Category.

Personnel who do not meet minimum qualifications shall not be further evaluated (TORFP Section 4.2).

2.7.1   SENIOR SUBJECT MATTER EXPERT (Labor Category 3)

The preferred candidate will meet the following criteria:
1.   EDUCATION – BS REQUIRED, WITH MS OR PHD PREFERRED.
2.   Minimum of three (3) years experience with K12 with test item banks, computer adaptive testing, formative assessments and/or educator growth and effectiveness.
3.   Minimum of three (3) years experience implementing software application
4.   Minimum of eight (8) years working in a K12 environment
5.   Minimum of five (5) years experience as a teacher.
6.   Ability to work with and apply Oracle Business Intelligence Enterprise suite, and Oracle Portal suite
7.   Communication Skills: Fluent in oral and written communications.

8. Minimum of three (3) years experience preparing software requirements and specification documents At least five (5) years experience designing, successfully implementing and or managing a text, image and media file processing pipeline for digital content/resources to ensure the orderly management of the files/resources and their associated metadata.
9. Experience in metatagging and at least five (5) years of previous experience in content management required.
10. Familiarity with the Maryland Common Core State Standards and the Common Core metatags strongly preferred.
11. Familiarity with Learning Object Repositories required. Knowledge of DSpace and Google Docs strongly preferred.
12. Knowledge of technology and standards related to digital libraries, OpenURL, Metadata and Paradata, SCORM, OAI, MARC, Dublin Core, Web 2.0 principles and policies, and laws and regulation such as CIPA, Section 508 and ADA.
13. Experienced user of open source learning management systems such as Moodle, Sakai, etc. preferred.

2.7.2 SUBJECT MATTER EXPERT (LABOR CATEGORY 4)

The preferred candidate will meet the following criteria:

1. EDUCATION – BS REQUIRED, WITH MS OR PHD PREFERRED.
2. Minimum of one (1) years experience with K12 item test banks, computer adaptive testing, formative assessments and/or educator growth and effectiveness.
3. Minimum of one (1) years experience implementing software application.
4. Minimum of four (4) years working in a K12 environment
5. Minimum of two (2) years experience as a teacher.
6. Communication Skills: Fluent in oral and written communications

2.7.3 APPLICATIONS PROGRAMMER (LABOR CATEGORY 10)

The preferred candidate will meet the following criteria:
1. EDUCATION - BS in Computer Science required or related field.
2. Minimum of five (5) years verifiable experience developing OBIEE dashboards reports, analytics dashboards, alerts, physical connect strings, business layer model with dimensions and hierarchies, presentation layer development, and role based security.
3. Minimum of two (2) years verifiable experience developing BI Publisher reports.
4. Minimum of two (2) years verifiable experience developing OLAP cubes.
5. Minimum of two (2) years verifiable experience performing systems business and requirements analysis on data warehouse development projects.
6. Minimum of two (2) years verifiable experience working with end-uses in defining and preparing system requirements, dashboard user interface design documents.
7. Minimum of two (2) years verifiable experience translating user requirements into data structure designs to relational 3N form, and Oracle OLAP cubes
8. Minimum of one (1) year OBIEE administration and management
9. Minimum of one (1) year project experience in developing educational OBIEE dashboards

2.7.4 SENIOR IT PROFESSIONAL (Labor Category 20)

The preferred candidate will meet the following criteria:
1. BS or Master's degree in computer science or an IT related field,
2. Seven (7) + years of overall IT experience developing and fielding automation solutions

3. Five (5) + years of experience with the full-range of systems engineering functions, including requirements analysis, traceability, test and evaluation, operations concepts, and systems prototyping preferred
4. Five (5) + years of experience .Net, SQL Server, SQL Reporting Services, and Web Services required
5. Five (5) + years of experience with Microsoft Dynamics CRM design, CRM System Architecture, customization, configuration, operation, and maintenance support required
6. One (1) + years leading CRM design and implementation efforts desired
7. Two (2) + years implementing Microsoft CRM for Education institutions desired
8. Two (2) years experience with web services
9. Two (2) years experience with C#, SSIS, Scribe, Ajax, JavaScript
10. Two (2) years experience with Workflow
11. Two (2) years experience with.NET 4 skills such as WCF, oData, Linq, Jquery and Silverlight
12. Two (2) years experience integrating MS Dynamics CRM with SharePoint, Scribe, Web Services, and BizTalk preferred
13. Ability to multi-task, think strategically, and provide subject matter expertise
14. A proven understanding of object oriented concepts and design.

2.7.4 SENIOR DATABASE MANAGEMENT SPECIALIST (Labor Category 22)

The preferred candidate will meet the following criteria:
1. EDUCATION – BS REQUIRED, WITH MS PREFERRED IN COMPUTER SCIENCE or related field
2. Minimum of five (5) years of experience doing systems analysis and programming.
3. Minimum of five (5) years experience preparing software requirements and specification documents.
4. Minimum of five (5) years of experience planning, collecting requirements, designing data collection processes, and developing tracking methods.
5. Minimum of five (5) years of experience conducting operations of data collections, coordinating with submitters and technical resources, tracking data files, and managing resolution of issues, risks, and change controls
6. Communication Skills: Possess excellent oral and written communication skills

2.7.5 QUALITY ASSURANCE MANAGER (Labor Category 24)

The preferred candidate will meet the following criteria:
1. EDUCATION – BS REQUIRED in INFOMRATION SYSTEMS OR RELATED FIELD
2. A minimum of eight (8) years experience as managing/implementation of projects
3. At least four (4) years in Dashboard development and oversight
4. Ten (10) years experience with system development left cycle (SDLC)
5. Knowledge of basic testing methodology and documenting test plans, execution results, and gathering and evaluating test metrics for test reporting
6. Working knowledge or experience with relational database structures and query techniques
7. Five (5) years experience and understanding of OBIEE and ORACLE environments, Unix-based shell (ksh) and SQL scripting.
8. Excellent written and verbal communication skills
9. Strong organizational and multi-tasking skills

2.7.6   HELP DESK MANAGER (Labor Category 44)

The preferred candidate will meet the following criteria:
1.   Education – BS required, in Computer Science, Information Systems or related field.
2.   A minimum of five (5) years experience in a Help Desk environment OR any equivalent combination of training and experience which provides the required knowledge, skills, and abilities.
3.   Minimum one (1) year experience with on-line webinar systems such as Goto Meeting or Webex
4.   In depth knowledge and understanding of Help Desk tools, processes and applications.
5.   Experience providing support to end users via the phone and/or remote (e.g. web ex, remote desk top)
6.   Knowledge/Experience with the software development life cycles.
7.   Communication Skills: Possess excellent oral and written communication skills

2.7.7   JUNIOR HELP DESK SPECIALIST   (Labor Category 46)

The preferred candidate will meet the following criteria:
1.   Education – AS required, BS preferred in Computer Science, Information Systems or related field.
2.   A minimum of two (2) years experience in a Help Desk environment OR any equivalent combination of training and experience which provides the required knowledge, skills, and abilities.
3.   In depth knowledge and understanding of Help Desk tools, processes and applications.
4.   Experience providing support to end users via the phone and/or remote (e.g. web ex, remote desk top)
5.   Communication Skills: Possess excellent oral and written communication skills

2.7.8   TECHNICAL WRITER (LABOR CATEGORY 56)

The preferred candidate will meet the following criteria:

1.   EDUCATION – BS, MS preferred
2.   Minimum of five (5) years experience preparing multimedia communications materials
3.   Minimum of two (2) years with Captivate, Adobe multi-media authoring tools or similar tools, and Survey Monkey
4.   Minimum of two (2) years developing online newsletters
5.   Minimum of two (2) years developing online training videos
6.   Minimum of two (2) years writing training materials
7.   Minimum of one (1) years experience with online webinar systems such as GoTo Meeting or Webex.
8.   Evidence of formal education in developing training and education materials for end-users using computers
9.   Some experience in a K12 environment preferred.

2.7.9   PROJECT CONTROL SPECIALIST (Labor Category 57)

The preferred candidate will meet the following criteria:
1.   EDUCATION – BS REQUIRED,
2.   Three (3) years of experience working with project management tools and reporting systems.

3.   Familiar with State of Maryland TORFPs and RFR contracts, work breakdown structures, and IT program status reporting.
4.   Two (2) years of direct program experience in preparing management reports.
5.   Two (2) years Experience with Oracle Business Intelligence Enterprise suite,
6.   Two (2) years Experience with Oracle Portal suite and content management.
7.   Two (2) years Experience with State of Maryland procurement and invoices practices
8.   Two (2) years Experience with the preparation, development, and management of State of Maryland Department of Information Technology SDLC documentation.
9.   Three (3) years Experience in support of project managers
10.   Two (2) years Experience in developing and maintaining project schedules.
11.   Proficient in use of Excel and MS-Office applications.
12.   Communication Skills: Possess excellent oral and written communication skills.

2.7.10 PROGRAM ADMINISTRATION SPECIALIST (Labor Category 58)

The preferred candidate will meet the following criteria:
1.   EDUCATION – required Associates Degree
2.   Minimum of three (3) years working with MS Office applications.
3.   Three (3) years of experience working with financial systems, accounting worksheets, billing practices.
4.   Minimum of five (5) years in clerical support role.
5.   Minimum of five (5) years with invoice & budgeting practices

2.7.11 SYSTEMS DESIGN ARCHITECT (Labor Category 64)

The preferred candidate will meet the following criteria:
1.   Education - BS in computer science.
2.   At least five (5) years of experience designing and developing data warehousing database star schemas, 3N data forms using Oracle 10 g and 11g database
3.   At least five (5) years of experience designing and developing OLAP cubes
4.   At least five (5) years of experience with Informatica ETL programming performing K12 educational data import and data transformations.
5.   At least five (5) years of experience with installing and administrating an Informatica ETL application environment
6.   At least five (5) years of experience programming in SQL and PL/SQL
7.   At least four (4) years of experience analyzing user requirements and translating them into system data structure designs using ERWIN design tools and techniques (or similar design tools).
8.   At least five (5) years of experience with OBIEE business layer modeling with skills in dimensions, hierarchies, parameters, alerts, drill downs, and custom calculations
9.   At least three (3) years of experience analyzing user requirements and translating them into system designs using various design tools and techniques.
10.   Possess the ability to lead program development and relational staff
11.   Excellent verbal and written communication skills.

2.7.12 SYSTEMS DESIGN ENGINEER (Labor Category 65)

The preferred candidate will meet the following criteria:

Part 1 ETL
1. Education - BS in computer science or related field.
2. At least five (5) years of experience designing and developing data warehousing database star schemas, 3N data forms using Oracle 10 g and 11g database
3. At least five (5) years of experience with Informatica ETL programming data, data imports, and data transformations.
4. At least five (5) years of experience programming in SQL and PL/SQL
5. At least three (3) years of experience analyzing user requirements and translating them into system data structure designs
6. At least two (2) years of experience with installing and administrating an Informatica ETL application environment
7. Possesses verbal and written communication skills in order to work with end-users.

Part II OBIEE
8. Education - BS in computer science or related field.
9. At least five (5) years of experience designing and developing data warehousing database star schemas, 3N data forms using Oracle 10 g and 11g database
10. At least five (5) years of experience with OBIEE business layer modeling with skills in dimensions, hierarchies, parameters, alerts, drill downs, and custom calculations
11. At least three (3) years of experience analyzing user requirements and translating them into system designs using various design tools and techniques.
12. Possesses verbal and written communication skills in order to work with end-users.
13. At least five (5) years of experience designing and developing data warehousing database star schemas, 3N data forms, and OLAP cubes

2.7.13 NETWORK ENGINEER (Labor Category 82)

The preferred candidate will meet the following criteria:
1. EDUCATION – BS REQUIRED IN INFORMATION TECHNOLOGY OR RELATED FIELD. MASTERS DEGREE PREFERRED
2. Experience in the design, deployment, and support of Local Area Networks, Wide Area Networks, and Virtual Private Network infrastructures.
3. Expert knowledge of industry standard network appliances (switches, routers and controllers) with demonstrated experience with all common transport and routing protocols.
4. A minimum of eight (8) years experience working in large complex network environments, two (2) of which should have been spent in an architectural or design capacity.
5. Possess proper communication skills, both verbal and non-verbal.
6. Expert knowledge of Microsoft Visio Professional (2010 preferred).
7. Network management, server management, security management, firewall management, and database management experience required.
8. Cisco Certified Network or Design Professional (CCNP), (CCDP) preferred.
9. Four (4) years experience working in K12 environment or government.

2.8 TO CONTRACTOR REQUIRED EXPERTISE

The TO Contractor shall be capable of providing personnel with the required education and experience described in Section 2.7 above and in the CATS II Master Contract for each proposed labor category. The TO Contractor shall describe in its proposal the processes by which it will provide, and as needed substitute with equal or better,

personnel either from in-house or through strategic alliances with other firms. The TO Contractor shall propose only staff who are available at the time of proposal submission.

2.9   SUBSTITUTION OF PERSONNEL

Each selected TO Contractor shall abide by the substitution of personnel requirements in the CATS II Master Contract, Section 2.9.6.

2.10   UNSATISFACTORY PERFORMANCE OF PERSONNEL

In the event that MSDE is dissatisfied with the TO Contractor's personnel for poor or non-performance, the TO Contractor personnel may be removed at the TO Manager's discretion. Both parties will be in full communication as to the nature of the dissatisfaction and mitigation efforts included in Section 2.4.2. Replacement personnel must have qualifications equal to or greater than that of the non-performing person initially proposed and evaluated and accepted in the TO Agreement. The TO Manager will determine the amount of time the TO Contractor has to provide a replacement.

2.11   INVOICING

The TO Contractor(s) shall send to the TO Manager a PEF (TOFRP Attachment 6) at monthly intervals for each individual resource. Approval of the PEF by the TO Manager is subject to monthly performance ratings indicated on the PEF and mitigation procedures described in Section 2.4.2. The TO Contractor shall submits PEFs as MS Word documents by email. Following the return of the PEF indicating "Acceptable" and signed by the TO Manager, the TO Contractor(s) shall submit a proper invoice for the resource in accordance with the procedures in Section 2.11.1. The invoice must be accompanied by a copy of the executed PEF or payment shall be withheld.

One monthly invoice may cover multiple resources, but a separate PEF is required for each employee.

Payments to the TO Contractor also shall be governed by the terms and conditions defined in the CATS II Master Contract. TO Contractor shall invoice and receive payment for actual hours worked only. Upon verification and acceptance of the proper invoices by the TO Manager, payment will be made to the TO Contractor.

2.11.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

A)   The invoice shall identify the MSDE as the TO Requesting Agency and indicate – "RTTT & MLDS," the associated TO Agreement number and purchase order number, invoice date, period of performance covered by the invoice, daily labor hours for personnel with supporting documentation, the invoice dollar amount consistent with the Price Proposal Form (Attachment 1), the TO Contractor's Federal Employer Identification Number, and a point of contact with telephone number.

B)   The TO Contractor shall send the original of each invoice along with a copy of the approved Consultant Work Log for each resource covered by the invoice. The last invoice submitted under the TO Agreement shall be clearly marked as "FINAL" and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.12   CHANGE ORDERS

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

SECTION 3- TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1   REQUIRED RESPONSE

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

3.2   FORMAT

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

3.2.1   The technical portion of the TO Proposal shall include:

A.   Proposed Services

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

B.   Proposed Personnel

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

C.   Subcontractors

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

D.   Master Contractor and Subcontractor Experience and Capabilities

1. Provide three (3) examples of work assignments that the proposed personnel have completed that were similar in scope to the one defined in this TORFP. Each of the three (3) examples, to be provided at the interview, must include a reference complete with the following:
    a.   Name of organization.
    b.   Name, title, and telephone number of point-of-contact for the reference.
    c.   Type and duration of contract(s) supporting the reference.
    d.   The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
    e.   Whether the proposed personnel are still providing these services and, if not, an explanation of why services are no longer provided to the client organization.

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

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

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

E.   State Assistance

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

F.   Confidentiality

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

3.2.2   The financial response of the TO Proposal shall include:

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

B)   Attachments 1 and 1A - Completed Financial Proposal with fully loaded labor rates.
         Proposed rates are fully loaded and should not to exceed the rates defined in the Master Contract.

SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT

4.1   EVALUATION CRITERIA

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS II TORFP. In making the 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:

A. 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.

B. Contractor Experience and Capabilities

C. Qualifications of Key Personnel experience required in Section 3.2.1.B.

D. Hosting Proposal

4.3   SELECTION PROCEDURES

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

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

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

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

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

4.4   COMMENCEMENT OF WORK UNDER A TO AGREEMENT

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

ATTACHMENT 1 – PRICE PROPOSAL
PRICE PROPOSAL FOR CATS II TORFP #R00B9200162
LABOR CATEGORIES
Rates listed should be fully loaded rates. THIS FORM SHALL NOT BE ALTERED

		A	B	C
Labor Category	**Name of Resource**	**Full Loaded Hourly Labor Rate**	**Total Class Hours Annually**	**Total Proposed CATS II TORFP Price**
Base Period One – NTP through May 31, 2012				
Senior Subject Matter Expert		$	2080	$
Total for Base Period One				

		A	B	C
Labor Category	**Name of Resource**	**Full Loaded Hourly Labor Rate**	**Total Class Hours Annually**	**Total Proposed CATS II TORFP Price**
Option Year One – June 1, 2012 through May 31, 2013				
Senior Subject Matter Expert		$	2080	$
Total for Option Year One				

		A	B	C
Labor Category	**Name of Resource**	**Full Loaded Hourly Labor Rate**	**Total Class Hours Annually**	**Total Proposed CATS II TORFP Price**
Option Year Two– June 1, 2013 through May 31, 2014				
Senior Subject Matter Expert		$	2080	$
Total for Option Year Two				

SENIOR SUBJECT MATTER EXPERT	
BASE PERIOD ONE TOTAL	
OPTION YEAR ONE TOTAL	
OPTION YEAR TWO TOTAL	
TOTAL	

		A	B	C
Labor Category	**Name of Resource**	**Full Loaded Hourly Labor Rate**	**Total Class Hours Annually**	**Total Proposed CATS II TORFP Price**
Base Period One – NTP through May 31, 2012				
Subject Matter Expert		$	2080	$
Total for Base Period One				

Labor Category	Name of Resource	A Full Loaded Hourly Labor Rate	B Total Class Hours Annually	C Total Proposed CATS II TORFP Price
Option Year One – June 1, 2012 through May 31, 2013				
Subject Matter Expert		$	2080	$
Total for Option Year One				

Labor Category	Name of Resource	A Full Loaded Hourly Labor Rate	B Total Class Hours Annually	C Total Proposed CATS II TORFP Price
Option Year Two – June 1, 2013 through May 31, 2014				
Subject Matter Expert		$	2080	$
Total for Option Year Two				

SUBJECT MATTER EXPERT	
BASE PERIOD ONE TOTAL	
OPTION YEAR ONE TOTAL	
OPTION YEAR TWO TOTAL	
TOTAL	

Labor Category	Name of Resource	A Full Loaded Hourly Labor Rate	B Total Class Hours Annually	C Total Proposed CATS II TORFP Price
Base Period One – NTP through May 31, 2012				
Applications Programmer		$	2080	$
Total for Base Period One				

Labor Category	Name of Resource	A Full Loaded Hourly Labor Rate	B Total Class Hours Annually	C Total Proposed CATS II TORFP Price
Option Year One – June 1, 2012 through May 31, 2013				
Applications Programmer		$	2080	$
Total for Option Year One				

Labor Category	Name of Resource	A Full Loaded Hourly Labor Rate	B Total Class Hours Annually	C Total Proposed CATS II TORFP Price
Option Year Two – June 1, 2013 through May 31, 2014				
Applications Programmer		$	2080	$
Total for Option Year Two				

APPLICATIONS PROGRAMMER	
BASE PERIOD ONE TOTAL	
OPTION YEAR ONE TOTAL	
OPTION YEAR TWO TOTAL	
TOTAL	

Labor Category	Name of Resource	A Full Loaded Hourly Labor Rate	B Total Class Hours Annually	C Total Proposed CATS II TORFP Price
Base Period One – NTP through May 31, 2012				
Senior IT Professional		$	2080	$
Total for Base Period One				

Labor Category	Name of Resource	A Full Loaded Hourly Labor Rate	B Total Class Hours Annually	C Total Proposed CATS II TORFP Price
Option Year One – June 1, 2012 through May 31, 2013				
Senior IT Professional		$	2080	$
Total for Option Year One				

Labor Category	Name of Resource	A Full Loaded Hourly Labor Rate	B Total Class Hours Annually	C Total Proposed CATS II TORFP Price
Option Year Two – June 1, 2013 through May 31, 2014				
Senior IT Professional		$	2080	$
Total for Option Year Two				

SENIOR IT PROFESSIONAL	
BASE PERIOD ONE TOTAL	
OPTION YEAR ONE TOTAL	
OPTION YEAR TWO TOTAL	
TOTAL	

Labor Category	Name of Resource	A Full Loaded Hourly Labor Rate	B Total Class Hours Annually	C Total Proposed CATS II TORFP Price
Base Period One – NTP through May 31, 2012				
Senior Database Management		$	2080	$

Labor Category	Name of Resource	A Full Loaded Hourly Labor Rate	B Total Class Hours Annually	C Total Proposed CATS II TORFP Price
Option Year One – June 1, 2012 through May 31, 2013				
Senior Database Management		$	2080	$

Labor Category	Name of Resource	A Full Loaded Hourly Labor Rate	B Total Class Hours Annually	C Total Proposed CATS II TORFP Price
Option Year Two – June 1, 2013 through May 31, 2014				
Senior Database Management		$	2080	$

SENIOR DATABASE MANAGEMENT	
BASE PERIOD ONE TOTAL	
OPTION YEAR ONE TOTAL	
OPTION YEAR TWO TOTAL	
TOTAL	

Labor Category	Name of Resource	A Full Loaded Hourly Labor Rate	B Total Class Hours Annually	C Total Proposed CATS II TORFP Price
Base Period One – NTP through May 31, 2012				
Quality Assurance Manager		$	2080	$
Total for Base Period One				

Labor Category	Name of Resource	A Full Loaded Hourly Labor Rate	B Total Class Hours Annually	C Total Proposed CATS II TORFP Price
Option Year One – June 1, 2012 through May 31, 2013				
Quality Assurance Manager		$	2080	$
Total for Option Year One				

Option Year Two – June 1, 2013 through May 31, 2014				
Quality Assurance Manager		$	2080	$
Total for Option Year Two				

QUALITY ASSURANCE MANAGER	
BASE PERIOD ONE TOTAL	
OPTION YEAR ONE TOTAL	
OPTION YEAR TWO TOTAL	
TOTAL	

Labor Category	Name of Resource	A Full Loaded Hourly Labor Rate	B Total Class Hours Annually	C Total Proposed CATS II TORFP Price
Base Period One – NTP through May 31, 2012				
Help Desk Manager		$	2080	$

Option Year One – June 1, 2012 through May 31, 2013				
Help Desk Manager		$	2080	$

Option Year Two – June 1, 2013 through May 31, 2014				
Help Desk Manager		$	2080	$

HELP DESK MANAGER	
BASE PERIOD ONE TOTAL	
OPTION YEAR ONE TOTAL	
OPTION YEAR TWO TOTAL	
TOTAL	

Labor Category	Name of Resource	A Full Loaded Hourly Labor Rate	B Total Class Hours Annually	C Total Proposed CATS II TORFP Price
Base Period One – NTP through May 31, 2012				
Junior Help Desk Specialist		$	2080	$
Option Year One – June 1, 2012 through May 31, 2013				
Junior Help Desk Specialist		$	2080	$

Option Year Two – June 1, 2013 through May 31, 2014				
Junior Help Desk Specialist		$	2080	$

JUNIOR HELP DESK SPECIALIST	
BASE PERIOD ONE TOTAL	
OPTION YEAR ONE TOTAL	
OPTION YEAR TWO TOTAL	
TOTAL	

		A	B	C
Labor Category	**Name of Resource**	**Full Loaded Hourly Labor Rate**	**Total Class Hours Annually**	**Total Proposed CATS II TORFP Price**
Base Period One – NTP through May 31, 2012				
Technical Writer		$	2080	$
Total for Base Period One				

		A	B	C
Labor Category	**Name of Resource**	**Full Loaded Hourly Labor Rate**	**Total Class Hours Annually**	**Total Proposed CATS II TORFP Price**
Option Year One – June 1, 2012 through May 31, 2013				
Technical Writer		$	2080	$
Total for Option Year One				

		A	B	C
Labor Category	**Name of Resource**	**Full Loaded Hourly Labor Rate**	**Total Class Hours Annually**	**Total Proposed CATS II TORFP Price**
Option Year Two – June 1, 2013 through May 31, 2014				
Technical Writer		$	2080	$
Total for Option Year Two				

TECHNICAL WRITER	
BASE PERIOD ONE TOTAL	
OPTION YEAR ONE TOTAL	
OPTION YEAR TWO TOTAL	
TOTAL	

Labor Category	Name of Resource	A	B	C
		Full Loaded Hourly Labor Rate	**Total Class Hours Annually**	**Total Proposed CATS II TORFP Price**
Base Period One – NTP through May 31, 2012				
Project Control Specialist		$	2080	$

Option Year One – June 1, 2012 through May 31, 2013				
Option Year One – June 1, 2012 through May 31, 2013				
Project Control Specialist		$	2080	$

Option Year Two – June 1, 2013 through May 31, 2014				
Project Control Specialist		$	2080	$

PROJECT CONTROL SPECIALIST	
BASE PERIOD ONE TOTAL	
OPTION YEAR ONE TOTAL	
OPTION YEAR TWO TOTAL	
TOTAL	

Labor Category	Name of Resource	A	B	C
		Full Loaded Hourly Labor Rate	**Total Class Hours Annually**	**Total Proposed CATS II TORFP Price**
Base Period One – NTP through May 31, 2012				
Program Administration Specialist		$	2080	$
Total for Base Period One				

Option Year One – June 1, 2012 through May 31, 2013				
Program Administration Specialist		$	2080	$
Total for Option Year One				

Option Year Two – June 1, 2013 through May 31, 2014				
Program Administration Specialist		$	2080	$
Total for Option Year Two				

PROGRAM ADMINISTRATION SPECIALIST	
BASE PERIOD ONE TOTAL	
OPTION YEAR ONE TOTAL	
OPTION YEAR TWO TOTAL	
TOTAL	

Labor Category	Name of Resource	A Full Loaded Hourly Labor Rate	B Total Class Hours Annually	C Total Proposed CATS II TORFP Price
Base Period One – NTP through May 31, 2012				
Systems Design Architect		$	2080	$
Total for Base Period One				

Labor Category	Name of Resource	A Full Loaded Hourly Labor Rate	B Total Class Hours Annually	C Total Proposed CATS II TORFP Price
Option Year One – June 1, 2012 through May 31, 2013				
Systems Design Architect		$	2080	$
Total for Option Year One				

Labor Category	Name of Resource	A Full Loaded Hourly Labor Rate	B Total Class Hours Annually	C Total Proposed CATS II TORFP Price
Option Year Two – June 1, 2013 through May 31, 2014				
Systems Design Architect		$	2080	$
Total for Option Year Two				

SYSTEMS DESIGN ARCHITECT	
BASE PERIOD ONE TOTAL	
OPTION YEAR ONE TOTAL	
OPTION YEAR TWO TOTAL	
TOTAL	

Labor Category	Name of Resource	A Full Loaded Hourly Labor Rate	B Total Class Hours Annually	C Total Proposed CATS II TORFP Price
Base Period One – NTP through May 31, 2012				
Systems Design Engineer		$	2080	$
Total for Base Period One				

Labor Category	Name of Resource	A Full Loaded Hourly Labor Rate	B Total Class Hours Annually	C Total Proposed CATS II TORFP Price
Option Year One – June 1, 2012 through May 31, 2013				
Systems Design Engineer		$	2080	$
Total for Option Year One				

Labor Category	Name of Resource	A Full Loaded Hourly Labor Rate	B Total Class Hours Annually	C Total Proposed CATS II TORFP Price
Option Year Two – June 1, 2013 through May 31, 2014				
Systems Design Engineer		$	2080	$
Total for Option Year Two				

SYSTEMS DESIGN ENGINEER	
BASE PERIOD ONE TOTAL	
OPTION YEAR ONE TOTAL	
OPTION YEAR TWO TOTAL	
TOTAL	

Labor Category	Name of Resource	A Full Loaded Hourly Labor Rate	B Total Class Hours Annually	C Total Proposed CATS II TORFP Price
Base Period One – NTP through May 31, 2012				
Network Engineer #1		$	2080	$
Total for Base Period One				

Labor Category	Name of Resource	A	B	C
Option Year One – June 1, 2012 through May 31, 2013				
Network Engineer #1		$	2080	$
Total for Option Year One				

Labor Category	Name of Resource	A	B	C
Option Year Two – June 1, 2013 through May 31, 2014				
Network Engineer #1		$	2080	$
Total for Option Year Two				

NETWORK ENGINEER	
BASE PERIOD ONE TOTAL	
OPTION YEAR ONE TOTAL	
OPTION YEAR TWO TOTAL	
TOTAL	

VENDOR'S NAME_____

ADDRESS_____

CITY, STATE AND ZIP CODE_____

TELEPHONE NO._____FAX NO._____

FIN_____DUNS NO_____

EMAIL ADDRESS_____

SIGNATURE_____

PRINTED NAME_____

TITLE_____DATE_____

The attached price proposal Exhibit A is hereby expressly incorporated and made part of this contract. The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Department of Information Technology (DoIT) Master Contract Rate, but may be lower. Rates must include all direct and indirect costs and profit for the Master Contractor to perform under the Contract.

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

ATTACHMENT 2 - TASK ORDER AGREEMENT

CATS II TORFP   OF MASTER CONTRACT #060B9800035

This Task Order Agreement ("TO Agreement") is made this ___ day of _____, 2011 by and between MASTER CONTRACTOR and the STATE OF MARYLAND (Maryland State Department of Education)

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

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

   a.   "Agency" means the Maryland State Department of Education, as identified in the CATS II TORFP #R00B9200162

   b.   "CATS TORFP" means the Task Order Request for Proposals _____, issued on _____, including any addenda.

   c.   "Master Contract" means the CATS II Master Contract between the Maryland Department of Information Technology and MASTER CONTRACTOR, dated June 1, 2009.

   d.   "TO Procurement Officer" means the individual named in the Key Information Summary Sheet.   The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.

   e.   "TO Agreement" means this signed TO Agreement between the Maryland Department of Information Technology and MASTER CONTRACTOR.

   f.   "TO Contractor" means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is _____.

   g.   "TO Manager" means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.

   h.   "TO Proposal - Technical" means the TO Contractor's technical response to the CATS II TORFP dated date of TO Proposal – Technical.

   i.   "TO Proposal – Financial" means the TO Contractor's financial response to the CATS II TORFP dated date of TO Proposal - FINANCIAL.

   j.   "TO Proposal" collectively refers to the TO Proposal – Technical and TO Proposal – Financial.

2.   Scope of Work

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

2.2   The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS II TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:

a.   The TO Agreement,

b.   Exhibit A – CATS II TORFP #R00B9200162

c.   Exhibit B – TO Proposal-Technical

d.   Exhibit C – TO Proposal-Price

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

3.   Time for Performance.

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS II TORFP upon receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of one base period, followed by two option years, commencing on the date of Notice to Proceed and terminating on May 31, 2014.

4.   Consideration and Payment

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

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

4.3   Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.
.
4.4   In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

<u>TO CONTRACTOR (INSERT COMPANY NAME)</u>

_____ _____
Signed: TO Contractor   Date

Witness: _____

STATE OF MARYLAND, Maryland State Department of Education

_____ _____
Signed: TO Procurement Officer   Date

Witness: _____

ATTACHMENT 3 - CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

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

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

E. The bidder or Master Contractor agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Master Contractor 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 Master Contractor has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

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

SUBMIT AS A .PDF FILE WITH TECHNICAL RESPONSE

ATTACHMENT 4 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the CATS II Master Contract RFP #060B9800035.

2. Only labor categories proposed in the Master Contractor's Technical Proposal for the CATS II Master Contract may be proposed under the CATS II TORFP process.

3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements for that labor category.

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.

TO Contractor Name: Proposed Candidate Name:	How does the proposed individual meet each requirement?
LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)	
Duties: (Insert the Duties description from the CATS II RFP from section 2.10 for the applicable labor category.)	
Education: (Insert the Education description from the CATS II RFP from section 2.10 for the applicable labor category.)	
General Experience: (Insert the General Experience description from the CATS II RFP from section 2.10 for the applicable labor category.)	

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

TO Contractor Representative:

_____   _____
Signature   Date

Proposed Individual:

_____   _____
Signature   Date

ATTACHMENT 5 - DIRECTIONS TO THE PRE-PROPOSAL CONFERENCE

The Pre-Proposal Conference will be held:
Wednesday, October 26, 2011 @ 12:30 PM
Maryland State Department of Education
8th Floor, CR 2
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 lst Mariners Arena (Formerly the Baltimore Arena).

ATTACHMENT 6- PERFORMANCE EVALUATION FORM (PEF)
(The TO Contractor shall submit one PEF monthly for each employee)

Evaluation Month & Year:
Employee Name:
Role (TORFP Section 2.3):
Labor Category:

TO Contractor Name:
TO Contractor Contact:
MSDE TO Manager:

TO Requesting Agency: MSDE

TO Agreement Name: RTTT & MLDS Project Personnel Support Services
TO Agreement #:   R00B9200162

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

PROJECT PERSONNEL PERFORMANCE RATING*

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

*Project 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 2.4.2 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 UNSATISFACTORY EMPLOYEE PERFORMANCE RATING/S:

OTHER COMMENTS:

_____   _____
     TO Manager Signature   Date Signed
FORM REQUIRED PER SECTION 2.4

ATTACHMENT 7 - NON-DISCLOSURE AGREEMENT (MASTER CONTRACTOR)

This Non- Disclosure Agreement (the "Agreement") is made this ___ day of _____ 2011, by and between _____ (hereinafter referred to as "the MASTER CONTRACTOR ") and the State of Maryland (hereinafter referred to as " the State").

MASTER CONTRACTOR warrants and represents that it intends to submit a TO Proposal in response to CATS II TORFP #R00B9200162 RTTT & MLDS Project Personnel Support Services. In order for the MASTER CONTRACTOR to submit a TO Proposal, it will be necessary for the State to provide the MASTER CONTRACTOR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in Section 1.6 of the TORFP, MASTER CONTRACTOR agrees as follows:

1. MASTER CONTRACTOR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.6, except in connection with the preparation of it's TO Proposal.

2. Each employee or agent of the MASTER CONTRACTOR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the MASTER CONTRACTOR shall provide originals of such executed Agreements to the State. Each employee or agent of the MASTER CONTRACTOR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the MASTER CONTRACTOR.

3. MASTER CONTRACTOR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the MASTER CONTRACTOR does not submit a Proposal, the MASTER CONTRACTOR shall return the Confidential Information to the Department of Information Technology on or before the due date for Proposals.

4. MASTER CONTRACTOR 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 MASTER CONTRACTOR'S failure to comply with the requirements of this Agreement. The MASTER CONTRACTOR 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 MASTER CONTRACTOR or any employee or agent of the MASTER CONTRACTOR to comply with the requirements of this Agreement, MASTER CONTRACTOR and such employees and agents of MASTER CONTRACTOR 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. MASTER CONTRACTOR 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. MASTER CONTRACTOR 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 MASTER CONTRACTOR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the MASTER CONTRACTOR 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.

MASTER CONTRACTOR COMPANY NAME:

REPRESENTIVE'S NAME (Print or Type):

TITLE:

SIGNATURE: _____   DATE: _____

SUBMIT AS REQUIRED IN SECTION 1.6 OF THE TORFP

ATTACHMENT 7 - NON-DISCLOSURE AGREEMENT (OFFEROR)

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

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS II TORFP #R00B9200162 for RTTT & MLDS Project Personnel Support Services. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information referenced above, OFFEROR agrees as follows:

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. 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.

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, Maryland State Department of Education, on or before the due date for Proposals.

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.

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.

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

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.

The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR:_____   BY: _____

NAME: _____   TITLE: _____

ADDRESS: _____

                   _____

Submit as required in Section 1.7 of the TORFP

EXHIBIT A – 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
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
____(Add rows as needed)	_____	_____

ATTACHMENT 9 – TO CONTRACTOR SELF-REPORTING CHECKLIST

The Maryland State Department of Education is requesting that within two (2) weeks of receipt, the TO Contractor complete and submit this checklist for the TO listed below to the MSDE TO Manager. All sections are to be completed. TO Contractors may attach supporting documentation as needed.

TO Number	
TO Title	
TO Requesting Agency	
TO Contractor	
TO Contractor Contact	
TO Contractor Contact Phone Number	

Section 1 –Deliverable to Invoice
A) Does the TORFP link payments to distinct, defined deliverables with acceptance criteria? Yes ☐   No ☐ (If yes, complete B and C below. If no, skip to Section 2.)
B) Are the invoice amounts the same as the corresponding deliverable amounts listed in the accepted Financial Proposal? Yes ☐   No ☐ (If no, please explain why)
C) Is the deliverable acceptance process defined in the TORFP followed? Yes ☐   No ☐ (If no, please explain what process is followed)

Section 2 – Materials and Labor Rate to Invoice
A) Are material costs charged to the TO Requesting Agency as pass-through costs (no TO Contractor markup)? Yes ☐   No ☐ (If no, please explain why)
B) Are the labor rates charged to the TO Requesting Agency the same or less than the rates proposed in the accepted Financial Proposal? Yes ☐ No ☐ (If no, please explain why)
C) Are timesheets and/or associated supporting documents provided with the invoices? Yes ☐   No ☐ (If no, please explain why)

Section 3 – Substitution of Personnel
A) Has there been any substitution of personnel? Yes ☐   No ☐ (If yes, complete B through D below. If no, skip to Section 4.)
B) Was each substitution requested in writing? Yes ☐   No ☐
C) Does each of the accepted substitutes possess equivalent or better education, experience and qualifications than the personnel being replaced? Yes ☐   No ☐
D) Were each of the substitutes approved by the TO Manager in writing?   Yes ☐   No ☐

Section 4 – MBE Participation
A) What is the MBE goal that the TO Contractor agreed to meet for this TORFP? __%   (If none, skip to Section 5.)
B) Are the MBE reports (D-5 and D-6) submitted monthly? Yes ☐   No ☐ (If no, please explain why)
C) What is the MBE participation to date (i.e., amount paid to MBE sub-contractor divided by total TO value)? $
D) Is the MBE participation to date consistent with the planned MBE participation at this stage of the project? Yes ☐   No ☐ (If no, please explain including any corrective action being taken.)
E) Does the TO Contractor anticipate any difficulty in achieving the MBE goal? Yes ☐   No ☐ (If yes, please explain including any corrective action being taken.)
Section 5 – Change Management
A) Is there a formal Change Management Plan for this TO? Yes ☐   No ☐ (If no, skip remaining questions)
B) Does the Change Management Plan contain the following? Yes ☐   No ☐   A written change management procedure. Yes ☐   No ☐   A change management procedure that includes change description, justification, and impact analysis on cost, scope, schedule, risk and quality (i.e., meeting TORFP requirements). Yes ☐   No ☐   An established body (e.g., Change Control Board, steering committee, management team, etc.) charged with reviewing/approving/declining changes.
C) Have any Change Orders been executed? Yes ☐   No ☐ (If Yes, please indicate the anticipated impact on time, cost and/or scope.)
D) Is the change management procedure being followed? Yes ☐   No ☐

ATTACHMENT 10 – TECHNICAL RESPONSE TEMPLATE

MARYLAND STATE DEPARTMENT OF EDUCATION (MSDE)
RACE TO THE TOP (RTTT) AND
MARYLAND LONGTITUDINAL DATA SYSTEMS

CATS II TORFP PROJECT NUMBER
R00B9200162

ISSUE DATE:

(INSERT DATE, MASTER CONTRACTOR NAME AND CONTACT INFORMATION)

TECHNICAL PROPOSAL FORMAT AND INSTRUCTIONS

Each Master Contractor shall submit only **one technical proposal**. Each proposal shall be printable on 8 ½ x 11" paper, have 1 inch margins, and be single-spaced in a font size no smaller than 10 point. Each proposal shall have a table of contents and the body shall contain clearly marked sections and page numbers. The proposal shall contain the following sections and information IN ORDER:

1.   General Information

    1.1.   Executive Summary

    A maximum one-page overview of the Master Contractor's technical proposal.

    1.2   Master Contractor background and capabilities

    A brief overview describing the Master Contractor's background and capabilities for providing project support personnel.

    1.3   Purpose of the TORFP

    Describe the Master Contractor's understanding of the State's purpose and goals in issuing the TORFP.

    1.4   Proposed Solution to the TORFP

    - *Describe the Master Contractor's solution to the TORFP scope of work*
    - *Describe what labor categories are being proposed to fulfill what roles in Section 2.3 and provide explanation why (Do not describe actual personnel in this section).*
    - *Describe the Master Contractor's process for mitigating poor performance, and as needed, replacing personnel.*
    - *Describe any subcontractors envisioned for the task order and their proposed functions*

    1.5   Assumptions

    Describe any assumptions made by the Master Contractor in formulating the technical proposal (assumptions must not constitute conditions, contingencies, or exceptions to the TORFP.)

2.   Master Contractor Experience

    2.1   Description of project resource staffing experience

    Provide three examples of past or current projects for which the Master Contractor provided project support personnel. Example projects should be similar in size and scope to the SPS Project defined in this TORFP. Each of the three examples must include a reference complete with the following:
    - *Name of organization for which the work was performed*
    - *Name, title, and telephone number of point-of-contact*
    - *Type and duration of contract(s) supporting the reference*
    - *The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP*
    - *Whether the proposed personnel is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization*

2.2   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:
- *The State contracting entity*
- *A brief description of the services/goods provided*
- *The dollar value of the contract*
- *The term of the contract*
- *Whether the contract was terminated prior to the specified original contract termination date, and if yes, the reason(s) why*
- *Whether any available renewal option was not exercised*
- *Contact information for the contract (State contract manager name, telephone, and e-mail)*

 *Note – State of Maryland experience is neither required nor given added weight in evaluating proposals.

3.   Proposed Personnel

3.1   Description of proposed personnel

Identify each proposed resource and their proposed role in TORFP Section2.3. Provide a one-page description of the candidate's work experience similar to the duties and responsibilities for their proposed role. Describe how their work experience meets the minimum qualifications in TORFP Section 2.7.

3.1   Resume's

Fill out and insert Attachment 11 – Resume Format for each proposed resource. Do not attach or   provide other resume formats. In Section A, concisely describe ONLY the work experience relevant   to the minimum qualifications in TORFP Section 2.7.

3.3   List Writing Samples

For the Lead Technical / Lead Systems Services role only (TORFP Section 2.7.2), describe the writing samples to be provided in conjunction with an interview. Do not attach actual writing samples.

4.   State Assistance

Describe any expectations for the use of State equipment, personnel, or materials in conjunction with task order performance.

5.   Confidentiality

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

6.   TORFP Attachment 4 - Labor Classification Personnel Resume Summary

ATTACHMENT 11 – RESUME FORMAT

RESUME

Provide the following information for the personnel proposed in Section 2 of the Technical Response. Follow this format for each person. **Master Contractors must complete each field and shall not reference separate resume documents.**

NAME	
Proposed CATS II Labor Category	
Proposed Role (TORFP Section 2.3)	

EDUCATION / TRAINING (*Begin with baccalaureate or other initial professional education.)*

INSTITUTION AND LOCATION	DEGREE / CERTIFICATE *(if applicable)*	YEAR(s)	FIELD OF STUDY

A. Describe Work Experience Meeting the Minimum Qualifications (TORFP Section 2.7) for the Role Above
   (Fill in completely, do not indicate "see resume")

[Company/Organization] **[Project Name (Optional)]** **[Title/Role]** **[Period of Employment/Work]**	*Description of Work Performed*
[Company/Organization] **[Project Name (Optional)]** **[Title/Role]** **[Period of Employment/Work]**	*Description of Work Performed*

B. Other Experience

C. Employment History
Beginning with most current position, list, in chronological order, previous employment.

Example:
01/2008 – Present   Project Manager, Company ABC
01/2007 – 01/2008   Project Lead, Company ABC
01/2006 – 01/2007   Developer, Company XYZ