

**CONSULTING AND TECHNICAL SERVICES PLUS+ (CATS+)**

**TASK ORDER REQUEST FOR PROPOSALS (TORFP)**

**SUPPORT AND MAINTENANCE FOR  
MDK12 AND REPORT CARD WEBSITES**

**CATS+ TORFP # R00B4400075**



**MARYLAND STATE DEPARTMENT OF EDUCATION (MSDE)  
DIVISION OF CURRICULUM, ASSESSMENT AND  
ACCOUNTABILITY (CA & A)**

**ISSUE DATE: FRIDAY, MARCH 14, 2014**

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## KEY INFORMATION SUMMARY SHEET

This CATS+ TORFP is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS+ Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Master Contractors choosing not to submit a proposal must submit a Master Contractor Feedback form. The form is accessible via your CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS+ RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments.

<b>TORFP Title:</b>	Support and Maintenance for MDK12 and Report Card Websites
<b>Functional Area:</b>	Functional Area 2 – Web and Internet Systems
<b>TORFP Issue Date:</b>	March 14, 2014
<b>Questions Due Date and Time;</b>	Monday, March 24, 2014 no later than 2:00 PM
<b>Closing Date and Time:</b>	Wednesday, April 16, 2014 no later than 2:00 PM ET
<b>TORFP Requesting Agency:</b>	Maryland State Department of Education (MSDE) Division of Curriculum, Assessment, and Accountability (CA & A)
<b>Send Questions and Proposals to:</b>	Dorothy M. Richburg, TO Procurement Officer <a href="mailto:drichburg@msde.state.md.us">drichburg@msde.state.md.us</a>
<b>TO Procurement Officer:</b>	Dorothy M. Richburg, TO Procurement Officer Office Phone Number: 410-767-0628 Office FAX Number: 410-333-2017
<b>TO Manager:</b>	Janice Johnson, Branch Chief Office Phone Number: 410-767-0025 Office FAX Number: 410-333-2017
<b>TO Project Number:</b>	R00B4400075
<b>TO Type:</b>	Time and Materials
<b>Period of Performance:</b>	Three years with two one-year renewal option years
<b>MBE Goal:</b>	35 % with sub-goals for Women-owned of 17 %, African American-owned of 7 % and Hispanic American-owned of 2 %; <b>Balance of 9% to be allocated to any other MBE or added to above</b>
<b>VSBE Goal:</b>	0%
<b>Small Business Reserve (SBR):</b>	No
<b>Primary Place of Performance:</b>	MSDE CA & A 200 West Baltimore Street Baltimore, MD 21201
<b>TO Pre-proposal Conference:</b>	MSDE 200 West Baltimore Street, 8 <sup>TH</sup> Floor, CR 6/7 Baltimore, MD 21201 TUESDAY, MARCH 25, 2014 @ 10:00 AM See Attachment 6 for directions.

**SUPPORT AND MAINTENANCE FOR THE MDK12 AND REPORT CARD WEBSITES  
TORFP #R00B4400075  
TO PRE-PROPOSAL CONFERENCE INTENT TO ATTEND  
Print or Type**

NAME OF COMPANY:

ADDRESS OF COMPANY:

FAX NUMBER:

E-Mail ADDRESS:

MINORITY BUSINESS ENTERPRISE (MBE): YES \_\_\_\_\_ NO \_\_\_\_\_

EXPECTED NUMBER OF ATTENDEES:

NAME OF PRIMARY CONTACT FOR  
PURPOSES OF SENDING INFORMATION:

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

Maryland State Department of Education  
Attention: Dorothy Richburg (email: [drichburg@msde.state.md.us](mailto:drichburg@msde.state.md.us))  
Procurement Section  
200 West Baltimore Street  
Baltimore, Maryland 21201

\_\_\_ I will \_\_\_ will not attend the pre-proposal conference

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

\_\_\_ Too busy at this time                      \_\_\_ Not engaged in this type of work

\_\_\_ Site location too distant                      \_\_\_ Project too large/small (circle one)

\_\_\_ Other (specify)

Signature \_\_\_\_\_ Company Name \_\_\_\_\_

Date \_\_\_\_\_ Telephone No. \_\_\_\_\_

## **SECTION 1 ADMINISTRATIVE INFORMATION**

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

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

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

### **1.2 TO AGREEMENT**

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

### **1.3 TO PROPOSAL SUBMISSIONS**

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. The TO Proposal is to be submitted via e-mail, not to exceed 10 MB, as two (2) attachments in MS Word format (version 2007 or later). The "subject" line in the e-mail submission shall state the TORFP #R00B4400075. The first file will be the TO Technical Proposal for this TORFP titled, "CATS+ TORFP #R00B4400075 Technical". The second file will be the TO Financial Proposal for this CATS+ TORFP titled, "CATS+ TORFP #R00B4400075 Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

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

### **1.4 ORAL PRESENTATIONS/INTERVIEWS**

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

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

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation at the time of TO Proposal submission (See Attachment 2 Minority Business Enterprise Forms and Section 3 Task Order Proposal Format and Submission Requirements). **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time of TO Proposal submission will result in the State's rejection of the Master Contractor's TO Proposal.**

## **1.6 CONFLICT OF INTEREST**

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

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

## **1.7 NON-DISCLOSURE AGREEMENT**

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

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

## **1.8 LIMITATION OF LIABILITY CEILING**

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

## **1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES**

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

Attachment 12 is a sample of the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the checklist. Subsequently, at



six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

### **1.10 QUESTIONS**

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

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

### **1.11 TO PRE-PROPOSAL CONFERENCE**

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

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

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

In order to assure adequate seating and other accommodations at the pre-proposal conference please email the form on page 6 to the TO Procurement Officer indicating your planned attendance no later than three (3) business days prior to the pre-proposal conference. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please contact the TO Procurement Officer no later than five (5) business days prior to the pre-proposal conference. The TO Requesting Agency will make reasonable efforts to provide such special accommodation.

### **1.12 CHANGE ORDERS**

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

### **1.13 TRAVEL REIMBURSEMENT**

Expenses for travel and other costs shall be reimbursed only with prior approval by the TO Manager.

### **1.14 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)**

This TORFP has a VSBE Goal of 0%.

### **1.15 LIVING WAGE**

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

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

### **1.16 IRANIAN NON-INVESTMENT**

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

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

## **SECTION 2 SCOPE OF WORK**

### **2.1 PURPOSE**

The MSDE is seeking a TO Contractor to provide highly technical website/database maintenance and support services to implement reporting requirements of the No Child Left Behind (NCLB) Act within the Department's existing Report Card website. This shall include refining, modifying, and updating functionality and data within the website to meet State Education Accountability measures and to meet mandated federal reporting requirements of the Federal Public Law 107-110, the NCLB Act of 2001 signed into law January 2002.

This TORFP specifies services to be provided for the support and maintenance of two websites for the MSDE. The TO Contractor shall provide an Operation and Maintenance (O&M) team that is responsible for all the activities required to keep the sites running. The websites are the MDK12 website and the MD Report Card website. There is a single backend SQL database that lies behind both websites. This TORFP is issued to acquire Project Management, as well as technical and graphical arts services for the maintenance and support of the MDK12 and Report Card websites and database.

This TORFP is meant to satisfy MSDE's foreseeable requirements for support and maintenance for the websites for the duration of this TO. Note that the Master Contractor may only identify exactly four (4) named personnel in response to this TORFP; all other personnel roles must be described in a Staffing Plan. Named personnel submitted in response to this TORFP shall be available as of TO award.

### **2.2 REQUESTING AGENCY BACKGROUND**

The MSDE wants the best for children, and that includes a first-class education that will prepare them for a successful future. To raise the achievement of every student, Maryland designed the *Achievement Matters Most*, a plan for public schools that sets goals in the areas of achievement, teaching, testing, safety, and family involvement in schools. Achievement Matters Most is based on the work of the Visionary Panel for Better Schools, and also includes the requirements of the NCLB Act of 2001 and the Bridge to Excellence in Public Schools Act. Achievement Matters Most sets five simple but challenging goals for Maryland public education.

Goal 1: Achievement will improve for each student.

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

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

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

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

### **2.3 PROJECT BACKGROUND**

#### **2.3.1 MDK12Background**

The MDK12 website was created to help schools analyze their State assessment data and guide them in making data-based instructional decisions that would support improved performance for all students. Talented educators across the State have contributed to the resources of this website. Website development was originally funded as part of a research grant from the Office of Educational Research and Improvement (OERI). With the expiration of the grant, the MSDE has provided funding for maintenance and further development.

The MDK12 website is designed to serve as a comprehensive tool usable by a variety of stakeholders to assist in understanding, analyzing, and making use of student achievement data. For further information the website address is: <http://www.mdk12.org>. This website may be replaced by an MSDE dashboard before this contract expires. If this occurs, staff will need to be reduced accordingly. The system is designed to serve as a tool to help educators and parents understand:

- Maryland's School Reform Initiatives;
- Maryland's Content Standards;
- Maryland's Assessment Systems;
- Maryland's School Accountability System;
- School improvement planning tools;
- How to use data to inform school improvement planning.

Feedback from principals and teachers indicates that many of them have found the website very helpful in improving student performance.

The layout, design, navigation, and implementation of the website were developed by Understanding, Articulation, Quality Assurance (UAQA, LLP), a minority owned Maryland based company. This includes the HTML development, directory structure management, and graphic/multimedia support (adding audio and video interviews and animated explanations).

### **2.3.2 MD Report Card Background**

The goal of the Maryland School Performance Program is for each school in the state to offer an excellent education to its students. The performance of school systems and individual schools are judged against growth in other school systems or in other schools. The Maryland School Performance Report, first published in 1991, now is produced in two parts. This report contains detailed information on the state and its 24 Local School Systems (LSS). Each school system electronically submits school data in flat file format to MSDE for each of its schools. In December 1998, MSDE launched the performance report website, which contains data published in the Maryland School Performance Report and additional data on trends in education. It also includes information on numbers of students tested, absent, excused, and exempted from state test administrations. For further information the website address is: <http://www.mdreportcard.org>. There are additional data reported without standards, which describes school, school system and state characteristics. School populations differ greatly in Maryland. This data describes those differences.

The NCLB Act of 2001 is intended to reform the Elementary and Secondary Education Act (ESEA), requiring changes to the accountability of the educational system. This legislative change requires extensive changes and modifications to the Education Data Warehouse (EDW) application.

NCLB sets requirements and deadlines for States to expand the scope and frequency of student testing, revamp accountability systems and guarantee that every classroom is staffed by a Highly Qualified Teacher in the subject matter.

NCLB requirements also include providing information regarding demonstrable progress from year to year (School Progress) in raising the percentage of students proficient in reading and

mathematics, and capturing data that measures the test-score gap between advantaged and disadvantaged students.

#### A) Support Databases

These consist of small databases that provide specific functional elements of the website. They do not contain Report Card Data Mart (RCDM) data. Currently these include the Limited Access and Feedback databases. The Limited Access database supports early access to RCDM for certain officials. Each year MSDE creates a special temporary version of the [mdreportcard.org](http://mdreportcard.org) website that allows educators and administrators early access, via password-protection, to their Local Education Agency (LEA) data only. Details include limited access to site content, State data and LEA data.

#### B) High School Assessments (HSA)

- This horizontal bar graph and data table shows the number of students by grade (10/11/12) and Ethnicity/Special Needs subgroup that have taken all four HSA tests, delineated by Pass, Bridge Program, and Waiver.

#### C) HSA Participation and Status

- This vertical bar graph and data table shows the number of students by grade (10/11) and Ethnicity/Special Needs subgroup that have had the opportunity to take the HSA exams. The report is divided into percentages for number of students who have taken all four (4) tests and met the requirements, percentage that have taken all 4 tests and not met the requirement, and percentage who have not taken all 4 tests.

#### D) HSA Test Performance Status

- This vertical bar graph and data table shows the number of students by grade (10/11/12) and Ethnicity/Special Needs subgroup that have passed a specific exam as part of the HSA requirements. Four similar reports exist for each of the subject areas: Algebra/Data Analysis, Biology, English, and Government.

#### E) HSA Test Participation and Status

- This vertical bar graph and data table shows the number of students by grade (10/11) and Ethnicity/Special Needs subgroup who have taken and passed a specific exam as part of the HSA requirements, taken the exam but not passed, and not taken the exam. Four similar reports exist for each of the subject areas: Algebra/Data Analysis, Biology, English, and Government.

#### F) Maryland School Assessment

- This vertical bar graph and associated data table(s) shows the percentage of students in a single grade and for a single subject at the Advanced, Proficient, and Basic levels of proficiency in the current year and several past years. The 'Show Details' view shows actual numbers of students. The grade and subject is selectable and includes Grades 3 through 8 for Reading and Mathematics and Grades 5 and 8 for Science.

#### G) ALTERNATE MARYLAND SCHOOL ASSESSMENT (ALT-MSA)

- This vertical bar graph and data table(s) is similar to the MSA Snapshot described below but is for ALT-MSA.

#### H) National Assessment of Educational Progress (NAEP)

- This is a data table, broken out by ethnicity and special needs. Grades 4 and 8 and subjects Reading and Mathematics are selectable. Trends data is available for the All Students view.

#### I) Graduation

- Graduation at the State level is available on the [mdreportcard.org](http://mdreportcard.org/Graduation.aspx?WDATA=State&K=99AAAA) site at <http://mdreportcard.org/Graduation.aspx?WDATA=State&K=99AAAA>. Several data sets are shown. All of these are data tables and most have stacked bar graphs showing results broken out by ethnicity and special needs.

#### J) Adjusted Cohort Graduation Rate

- 4 Year Adjusted Cohort
  - Stacked bar graph that tracks the students in grade 9-12 for each class and gives a total grad rate based on the diplomas earned over time over the adjusted student cohort. Detailed data table shows how the adjusted cohort is calculated over time with numbers for transfers in, out, deaths etc.
- 5 Year Adjusted Cohort
  - Same as the 4 year but tracks them a year past their expected graduation
- 3 Year Adjusted Cohort
  - Tracks the students for the first three years to see the rate of early graduates

#### K) Leaver Rate

This is a line graph trend and data table which shows the percentage and number of 12th graders who graduated in a given year. The denominator is only the current 12th graders.

#### L) Dropout Rate

A line graph and data table that shows the percentage and number of students who dropped out in grades 9-12 for current academic year (aka dropout events).

#### M) Promotion Rate

A line graph and area chart combined and a data table which shows the percentage and counts of students who moved to the next grade level for grades 9, 10, 11 and 12.

#### N) Grade 12 Documented Decisions

Data table of a self reported survey of what students plan to do after graduation.

#### O) High School Program Completion

Data table that shows the percentage of students completing a rigorous course of study reported in various categories.

#### P) Demographics

Maryland collects student demographic data that helps further clarify the populations

served by the state's schools and local education authorities. Among the information collected are basic enrollment, attendance, student mobility, classifications of students receiving special services and school teacher qualifications.

Q) Enrollment

A line graph of September student counts over time and a table of counts by grade bands. Also reported by race and gender.

R) Attendance Rate

Elementary, middle and high school – a line trend graph of attendance rate percent and matching data table of numbers and percents. Reported by race/gender and special services as well.

S) Student Mobility

Elementary, middle and high school – a line trend graph of student mobility percentage, entrant percentage and withdrawal percentage and matching data table with counts and percentages. Reported by race/gender and special services as well.

T) Teacher Qualifications

A trend line graph showing percentages of teachers with specific certificates as well as a trend line graph showing the percent of Classes not Taught by Highly Qualified Teachers. Data tables for both showing percent and counts.

U) Students receiving special services

Elementary, middle and high school – a line graph showing percentage of students who are receiving one of the special services and a data table of percents and numbers.

V) Wealth Expenditures Staffing and Length of Day

- A data table with average wealth per pupil and expenditures per pupil, student to pupil ratios, length of school days and length of school year information.
- Introduction to MD Report Card website
- Reward, Priority, and Focus Schools
- Reward Schools are recognized in two categories: Title I Highest Performing Reward Schools (Category 1) and Title I Highest Progress Reward Schools (Category 2).
- Priority Schools are five percent of all Title I schools that are the lowest achieving on MSA or Tier I or Tier II School Improvement 1003(g) Grant (SIG) schools. These schools have not reached adequate performance standards in reading and mathematics for the "all students" subgroup, not just for low-performing subgroup populations. Schools or local education agencies have the option to use one of the USDE approved "turnaround models" or they can develop their own measures to implement to improve the school. If a school chooses to use its own model it must address a number of turnaround principles including strong leadership, effective teachers and instruction, additional time for student learning, school instructional programs, a safe school environment, and family and community engagement.
- Focus Schools are ten percent of all Title I schools having the largest gap between the "all students" subgroup and the lowest-performing subgroup or a Title I eligible high school with graduation rates 60 percent or lower. These schools are unique in that they do not require whole school reform measures, rather school interventions will focus on one or two subgroups that are low achieving and contribute to an increased achievement gap between other subgroups of students in the school. Focus schools will be expected to

collect and analyze data to identify problematic areas of instruction and learning. This will allow schools and LEAs to address their identified areas of need through professional development, parental involvement, instructional teams, and the development of other specialized strategies that they deem necessary. These measures will be monitored by LEAs and MSDE to ensure that they effectively work to close the gaps between subgroups and all students within the school, thus improving the overall performance of the school.

#### W) Data Downloads

These zipped files are compressed files that must be expanded using a decompression tool such as [WinZip](#) or [Stuffit](#). The zip contains a single file reflecting data from the MD Report Card website.

### **2.3.3 Websites Database Background**

The database behind both websites is a 4 GB MS SQL 2005 database consisting of over 60 tables.

## **2.4 EXISTING SYSTEM DESCRIPTION**

### **2.4.1 Data Reported on the School Improvement Website**

The MDK12 website guides educators through a process of analyzing and using data to improve student achievement. MDK12 disseminates large amounts of data in a readily accessible format and provides guidance on data analysis, school improvement process, best practices and benchmarking for the K-12 communities. The School Improvement website showcases the State's reform efforts and excellent partnership between the Maryland business community and the education community in their joint efforts to improve schools and ensure that Maryland high school graduates are prepared to contribute and compete in the global economy.

MDK12 includes the following resources:

- Graphed assessment data at the state, school system, and school levels including; breakdowns according to subgroups – race/ethnicity, poverty, special needs, etc.;
- A guided process on how to analyze data;
- Public release tests for the elementary, middle, and high school assessments;
- Student work that illustrates how responses on the state assessments are scored;
- A guided school improvement process;
- Academic content standards;
- Monitoring plan templates; and
- Online course on using data to improve student achievement.

The MDK12 website is an invaluable tool for all stakeholders of the Maryland public education school system. Because of federal guidelines under NCLB and the resulting changes to Maryland's School Performance Student Achievement assessment programs and data, MDK12 requires continual maintenance and support to ensure its accuracy and timeliness.

### **2.4.2 Student Performance Data Reported on the Report Card Website**

The MD Report Card is a collection of data compiled on an annual basis to provide information on school performance to all education stakeholders; provide information to support school



improvement efforts; provide accountability at the State, school system and school level for reporting educational progress.

The Report Card website and database includes, but is not limited to, the following

- Maryland School Assessment (MSA)
- High School Assessments
- Alternate Maryland School Assessment
- School Progress Index
- School Progress
- Attendance
- Graduation Rate
- Dropout Rate
- Student Mobility
- Students receiving Special Services
- Regular and Special Education students
- Gifted and talented students
- Data from comprehensive tests of basic skills (CTBS5)
- Data on race/ethnicity, gender
- Enrollment
- Discipline data
- Staff (instructional, professional and staff)
- Wealth, expenditures
- Teacher State Certification
- Percentage of Classes Not Taught by Highly Qualified Teachers
- First Graders with Kindergarten Experience
- High school completion data
- Grade 12 Documented Decision data
- Maryland School Performance Report which provides a snapshot of the data for each school, school system, and corresponding state summaries.

### **2.4.3 MSA**

The MSA measures students' achievement in K-8 reading and math and grade 10 reading. The MSA data reported on the website replaces the information previously reported as the Maryland School Performance Assessment Program (MSPAP). The MSA information will be reported for grades 3 through 8 in reading and mathematics.

The MSA is reported with three statewide performance standards. These standards are divided into three levels of achievement. These levels are Basic, Proficient, and Advanced.

In order to meet the NCLB and federal requirements, the State must offer a reading and mathematics assessment for high schools. High school students who complete the algebra and English course will take the High School Assessment in algebra and English.

The statewide performance standards reflecting three levels of achievement—Basic, Proficient, and Advanced—are also reported for algebra and English.

### **2.4.4 High School Assessment**

The High School Assessments are end-of-course tests that students take as they complete the appropriate high school level course. All students, including middle school students taking any

one of five high school level courses, must take the High School Assessment after they complete the appropriate course. The courses include English I, government, algebra/data analysis, biology, and geometry.

Data will be reported this year for schools, school systems, and the State as the percent passing.

#### **2.4.5 Alternate Maryland School Assessment (ALT-MSA)**

The ALT-MSA is the Maryland assessment in which students with disabilities, having an Individual Education Plan (IEP), participate. Through the IEP process, it has been determined these students cannot participate in the MSA, even with accommodations. The ALT-MSA assesses and reports student mastery of individually selected indicators and objectives from the reading and mathematics content standards or appropriate access skills. A portfolio is constructed of evidence that documents individual student mastery of the assessed reading and mathematics objectives. Eligible students participate in the ALT-MSA in Grades 3–8, and 10.

The statewide performance standards reflecting three levels of achievement—Basic, Proficient, and Advanced—are also reported for the ALT-MSA.

#### **2.4.6 School Progress**

Each school is measured at the All Students group, and each subgroup is measured for proficiency in reading/language arts and mathematics. The All Students group includes all races/ethnicities, all special services, and gender. The other academic indicators are attendance rate for elementary and middle schools, and cohort graduation rate for high schools. Attendance rate is measured for All Students. The Cohort Graduation and Participation Rates are measured for the All Students group and each subgroup.

The Annual Measurable Objectives are a trajectory toward 2017; the time by which each individual school is expected to reduce its percent of non-proficient students for each of its subgroups and overall by fifty percent. The progress of each school toward meeting their own unique targets provide valuable information over time on the effectiveness of instructional strategies, the inherent needs of the students, and the extent to which the school is fulfilling those needs.

Additional information may be found on the School Improvement in Maryland Website at <http://www.mdk12.org> and the Maryland State Department of Education Website at <http://www.marylandpublicschools.org>.

#### **2.4.7 School Progress Index**

The School Progress Index is a continuous scale that measures Achievement, Gaps, Student Growth (at the elementary level) and Achievement, Gaps, and College- and Career-Readiness (at the high school level) starting at 0 for which a 1.0 value means meeting the target.

### **2.5 CURRENT SYSTEM HARDWARE AND SOFTWARE**

#### **2.5.1 MD Report Card and MDK12 Hardware, Software, and Environments**

##### A) Overview

MSDE's OIT maintains three (3) computers (DAASITEDEV, DAASITETEST, DAASQLDEV) that host a number of domains that support development of the websites. In addition, MSDE supports the mail server and all backup servers.

## B) Hardware

### Production Hardware:

The primary Report Card website is hosted at MSDE.

The front-end consists of two load-balanced Dell Poweredge 1750's with:

- 2 GB RAM
- 2 mirrored 140 GB hard drives

The backend database servers are two (2) clustered Dell Poweredge 6650s with:

- Quad-processor
- 2 GB RAM
- 55 GB hard drive (RAID 5)

In addition to the primary website servers, MSDE has a “warm” Business Continuity site located in Northeast Baltimore City at the Maryland State Library for the Blind and Physically Handicapped (LBPH). This site consists of a single Dell Poweredge 1950 for the frontend/backend with:

- 256 MB RAM
- 9 GB hard drive

The MDK12 website is hosted at MSDE and consists of two (2) load balanced Dell Poweredge 1950s with:

- 2 GB RAM
- 160 GB hard drives

## C) Environments

### 1. Work

The domain called “Work” is the coding and development environment. It lives on DAASITEDEV. It is only accessible using MSDE's VPN connection. Each developer is assigned a unique port to work on in the server. The port is mapped to each developer's Subversion working copy which is password protected.

### 2. Review

The domain called “Review” presents work for initial review to MSDE and people not on the MSDE VPN. It lives on DAASITETEST. It is accessible outside of MSDE's network. It is password protected.

### 3. Stage

The domain called “Stage” is where files are placed for final testing and review prior to being moved to the publically accessible domains. It lives on DAASITETEST. It is accessible outside of MSDE's network. It is password protected.

#### **4. Production**

The domain(s) called “Production” consist of publically accessible domains that host the two (2) sites and the MD Report Card print reports, which is password protected and resides at MSDE inside the MSDE network.

#### **5. Documents**

The domain called “Documents” presents documentation to MSDE and people not on the MSDE VPN. It lives on DAASITETEST. It is accessible outside of MSDE's network. It is password protected.

#### **6. Document Development Environment**

The subdomain called “Document Development” is the documentation development environment. It lives on DAASITEDEV. It is only accessible using MSDE's VPN connection.

#### **7. DAASQLDEV**

This box contains an SQL server, and is only accessible using MSDE's VPN connection. It houses both the development databases and the staging databases. Development databases are used for the work and review server. DAASQLDEV has two SQL 2005 server instances.

#### **8. DAASQLDEV\SQL2005DEV**

This is a development environment used for development work and review of the work.

#### **9. DAASQLDEV\SQL2005TEST**

This environment is used to stage a release for a final MSDE review before moving into production.

#### **D) Subversion Environment**

##### **1. Software**

- VisualSVN server 2.1.9: hold repositories
- TortoiseSVN Client 1.6.16: file system client
- Ahnkplug-in for Visual Studio 2.0.7830: IDE client

##### **2. List of Repositories**

All repositories are on the Repository Server. Below are the locations of these files on the server.

- Documentation Site
- mdk12aspdotnet20
- mdreportcardaspdotnet20
- RCDM\_2013\_DBProj
- RCDM\_Admin\_2013\_DBProj

##### **3. Working Folders**

Each developer has a unique folder under C:\websites\users and working subfolders for each website (MDK12 and md report card). These working folders can be browsed by unique port numbers appended to work.mdk12.org and work.mdreportcard.org. Each developer has a unique port number.

Access to the development and test environments is via MSDE Virtual Private Network (VPN). The TO Contractor shall be provided with the necessary access to these environments. This contains a SQL server. It houses both the development databases and the staging databases. Development databases are used for the work and review server. DAASQLDEV has two SQL 2005 server instances.

Access to the MDK12 and Report Card websites is via the Internet using commonly-used web browsers. (e.g., Internet Explorer, Google Chrome Firefox, Opera or Safari). Older browsers are supported, but not guaranteed prior to IE version 5.5 and other browsers using the Mozilla 1.0 and Gecko engines. Cookies are allowed but not required. Some rich-media tutorials use embedded Realplayer and Macromedia Flash plug-ins. Adobe Reader is needed to open some document downloads. Microsoft Excel or other compatible program is required for the spreadsheet downloads. Where used, Javascript is specifically not required for essential functionality.

#### **4. SOFTWARE**

- Windows 2003 Server
- SQL Server 2005
- Visual Studio 2010 Professional Edition
- Adobe DreamWeaver CS6
- Subversion Tortoise 1.7.11 plug-in
- Subversion 2.2
- Subversion Ahnk2.0.7830 for VS 2005 plug-in
- Graphics Server .NET 4.0
- MICROSOFT .NET Framework 4.0
- Sandcastle 2.4.10520
- Sandcastle Help File Builder 1.9.3.0
- Prince 8.0
- ActiveState Per 5.16.2
- Redgate SQL Toolbelt 2012 developer tools.
- Resharper 7.0

## **2.6 ROLES AND RESPONSIBILITIES**

Personnel roles and responsibilities under the TO:

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

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

- **MSDE PM** - The MSDE Project Manager performs day-to-day management of the project, identifies issues and risks and recommends possible issue and risk mitigation strategies associated with the project. Act as a facilitator between a State agency and TO contractor. Is responsible for

ensuring that work performed under the MDK12 and Report Card Websites is within scope, consistent with requirements, and delivered on time and on budget. Identifies critical paths, tasks, dates, testing, and acceptance criteria.

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

The TO Contractor will provide invoices as specified under Section 2.14 Invoicing. The TO Contractor is responsible for making payments to the TO Contractor personnel.

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

## 2.7 REQUIREMENTS

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

### A) Project Manager (PM) (Include in Proposal)

- Prepare a project plan that documents the project scope, tasks, schedule, allocated resources and interrelationships with other projects. The project plan must include an incremental approach that allows MSDE to review progress of mock-ups for website deliverables by task and defined requirements prior to the entire project being completed.
- Perform day-to-day management of the project, identifies issues and risks and recommends possible issue and risk mitigation strategies associated with the project.
- Act as a facilitator between MSDE and TO Contractor.
- Ensure that work performed under TO is within scope, consistent with requirements, and delivered on time and within budget.
- Identify critical paths, tasks, dates, testing, and acceptance criteria.
- Provide solutions to improve efficiency (e.g., reduce costs while maintaining or improving performance levels). Monitors issues and provides resolutions for up-to-date status reports.
- Identify and assigns TO Contractor resources needed to complete tasks and ensures that the appropriate personnel have the skills required to complete the tasks on time and within budget.
- Demonstrate excellent writing and oral communications skills.
- Comply with Maryland Software Development Life Cycle (SDLC).

**B) Subject Matter Expert (Describe in Staffing Plan)**

- Define the problems, analyze and develop plans and requirements in the subject matter area for moderately complex-to-complex systems.
- Coordinate and manage the preparation of analysis, evaluations, and recommendations for proper implementation of programs and systems specifications including, but not limited to: information technology and education.

**C) Quality Assurance Specialist (Describe in Staffing Plan)**

- Must be able to determine the resources required for quality control. Must be able to maintain the level of quality throughout the software life cycle.
- Develop software quality assurance plans.
- Maintain and establish a process for evaluating software and associated documentation.
- Participate in formal and informal reviews at predetermined points throughout the SDLC to determine quality.
- Examine and evaluate the software quality assurance (SQA) process and recommends enhancements and modifications.
- Develop quality standards.

**D) Senior Interdisciplinary Engineer (Include in Proposal)**

- Demonstrate ability to perform senior level engineering and/or IT tasks in the disparate areas of software, electronics telecommunications, or networking.
- Translate mission requirements and information problems into solutions employing current state-of-the-art information system equipment and software.
- Define interaction with and/or interface between these different categories of requirements and to develop the appropriate design to support these requirements while employing methodologies from any of the above disciplines as required.
- Serve as a liaison to interpret and translate among the various disciplines represented on the task team, and serve as a point of contact for evaluation of problems arising from the interdisciplinary nature of the task.

**E) Interdisciplinary Engineer (Describe in Staffing Plan)**

- Translate mission requirements and information problems into solutions employing current state-of-the-art information system equipment and software.
- Define interaction and interface among different categories of requirements, and develop appropriate design to support the requirements while employing IT methodologies.
- Serve as a liaison to interpret and translate various disciplines represented on the task team, and serve as a point of contact for evaluation of problems arising from the interdisciplinary nature of the task.

**F) Senior Information Technology Architect (Include in Proposal)**

- Provide expertise in the most current principles and practices of architecture data management systems and experience in large system designs, and with data modeling in the information management arena.

- Provide expertise in modeling and organizing information to facilitate support of projects or information architectures.
- Provide guidance on how and what to data model and/or process model.
- Deal with transition planning from legacy to modern systems by concentrating on information flows, data exchange, and data translation standardization services.

**G) Internet/Intranet Site Developer Senior (Describe in Staffing Plan)**

- Translate applications requirements into the design of complex websites, including integrating web pages and applications.
- Apply new and emerging technologies to the site development process.

**H) Internet/Web Architect (Include in Proposal)**

- Responsible for analyzing assigned specifications, planning, designing and developing solutions, utilizing appropriate Internet/Intranet/Extranet architecture processes supporting a wide range of business process.
- Provides appropriate documentation for object design decisions, estimating assumptions, applets and performance metrics – as required by organization architecture process standards, or as assigned.
- Responsible for minimizing the issues between the client and the server applications and for the overall setup and design of the Internet and web server architecture. Impact and complexity of this job increases if organization is utilizing Internet solutions (vs. only Intranet), especially those with significant business impact (e.g., e-business).

**I) Computer Graphics Illustrator (Describe in Staffing Plan)**

- Recommend various methods of portraying ideas and the design, layout, and generation of a variety of graphical presentation products from rough drafts or outlines.
- Possess skill in the preparation of graphs, charts and text data for visual presentations. Duties will be performed using complex automated color graphic equipment and PC software packages. A basic knowledge of graphic equipment, graphic software, file formats and graphic terms is required.

**2.7.1 GENERAL REQUIREMENTS FOR BOTH WEBSITES**

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

- A) The TO Contractor shall ensure the website systems hosted at MSDE remain compatible with the current and future MSDE operating system(s).
- B) The TO Contractor shall provide support for day-to-day operational activities with respect to the website(s).
- C) With respect to updated functionalities within the website(s) the TO Contractor shall:
  - Design and develop strategies for website(s) to perform updated functionalities.
  - Design and develop changes to the website(s) database to accommodate updated functionalities.



- Document proposed database changes for review by MSDE.
- D) The TO Contractor shall provide technical support, including but not limited to, consulting, hardware, network, and contractor provided third party software related services.
- E) The TO Contractor shall provide unlimited e-mail consultation or telephone consultation, via a toll-free hot line between the hours of 8:00 AM and 5:00 PM Eastern Time, Monday through Friday, except for the State of Maryland holidays. By prior arrangement, the TO Contractor shall have technical help available by telephone during non-business hours, including evenings, weekends, and holidays.
- F) The TO Contractor shall be responsible for resolving problems, formally documented and reported by MSDE, in performance, malfunction, or deviation from the approved technical specifications of the system, including any compatibility problems with third party software, or operating system software. Proposed corrective action by the TO Contractor shall be reviewed and approved by MSDE before the TO Contractor proceeds with implementation of the corrective action.
- MSDE shall notify the TO Contractor by telephone, e-mail, or in writing, and the TO Contractor shall respond within twenty-four hours with a corrective action plan and resolve such problems within two business days of a notification to proceed from MSDE.
  - If after consultation with the TO Contractor, the MSDE PM determines that the magnitude of the problem cannot be resolved within two business days, the parties shall agree on a plan for resolution.
  - If after consultation with the TO Contractor the MSDE PM determines that corrections to the problem cannot be completed within thirty days, the TO Contractor shall notify MSDE in writing and the parties shall agree on a target date for completion of the corrections. This agreement shall be confirmed in writing by MSDE.
  - The TO Contractor shall facilitate problem determination and correction by communication methods as approved by MSDE.
- G) The TO Contractor shall assist in the analysis of compatibility problems with third party software, or operating system software to determine cause.
- H) The TO Contractor shall provide Technical “Knowledge Transfer” sessions to appropriate MSDE staff. These sessions shall include:
- Formal technical documentation detailing the installation of the website on MSDE-housed servers.
  - Detailed written instructions relative to the processing of scripts to modify the backend database as may be necessary.
  - Training sessions conducted in person or via telephone with remote connection to the website(s).
- I) The TO Contractor shall design and develop the MD Report Card paper publication and produce a final product in a print-ready format for a print vendor and available for printing directly from the MD Report Card website.
- J) With respect to updated functionalities within the website(s), the TO Contractor shall:

- Meet with MSDE personnel to review existing documents and systems to discover the functional, technical, and data requirements.
- Identify and document all NCLB functional and user requirements for the website(s). The requirements shall include security needs.
- Analyze processes and complete a Business Process Reengineering effort that identifies opportunities for improvement in preparation for an improved design to be incorporated within the Comprehensive website(s) Design.
- Meet with MSDE technical staff to identify existing documentation and system configurations and any necessary interfaces.
- Review and analyze information provided to identify and validate functional and technical requirements of the website(s).
- Interview Division of Accountability and Assessment (DAA) staff to identify website(s) functional, technical, and data requirements.
- Meet with DAA technical staff to review preliminary functional, technical, and data requirements.
- Define and document all validated requirements.
- Identify data sources and uses.
- Meet with the Office of Academic Policy to review and identify the functional, technical, design, and language requirements for the printed MD Report Card publication.

## **2.7.2 MDK12 WEBSITE REQUIREMENTS**

The work to be accomplished on the School Improvement website and database under this TO consists of the following tasks:

- A) The TO Contractor shall provide comprehensive maintenance and support services to the MDK12 website and database.
- B) The TO Contractor shall update the MDK12 website and links as necessary to reflect changes in State Educational Assessment programs and NCLB reporting requirements.
- C) The TO Contractor shall maintain, support, modify, enhance and update all components of the MDK12 website. These components include:
  1. Data Sets
  2. RCDM
    - The RCDM is used in mdreportcard.org, mdk12.org/data, and the Print Report Card. The database has existed in some version since the mid 1990s. The current version is RCDM\_2013.
    - Maryland Standards consist of three (3) data sets. Standards as a group are referred to as the content standards.
      - State Curriculum
      - High School State Curriculum
      - Core Learning Goals.
      - Detailed database documentation
      - State Curriculum (MS SQL Server)
      - High School State Curriculum (XML)
      - Core Learning Goals (MS SQL Server)

- Data Transformation Process
- Custom scripts exist allowing both the State Curriculum and Core Learning Goals databases to be exported to XML, and imported from XML. This is part of the documentation that needs to be supported.
- Support Databases
- Custom 404 (MS SQL Server)
- Feedback (MS SQL Server)
- Presentation Logic
- CSS
- Style Guide
- Javascript
- Code Documentation
- Presentation Logic Help system

D) The TO Contractor shall maintain and support audio, video, and animation to online course;

E) The TO Contractor shall maintain and support the section on examining student work with additional annotated student work, and a discussion of instructional implications;

F) The TO Contractor shall integrate and revise the content standards database into a designed set of instructional resources that include paths to:

- How does this indicator look at different grades?
- How is it taught and assessed?
- How is it measured on the state assessments?
- How does it relate to the workplace?

G) The TO Contractor shall implement website content edits according to agreed timelines;

H) The TO Contractor shall participate in weekly meetings with MDK12 PM;

I) The TO Contractor shall maintain and support graphic arts needs for the website;

J) The TO Contractor shall perform quality assurance testing of changes to MDK12 website and database, document test procedures and test results, and provide test results to the MSDE PM;

K) The TO Contractor shall support creation and maintenance of additional database, and table and graph requirements for the website;

L) The TO Contractor shall maintain and support online data courses including animation and templates;

M) The TO Contractor shall provide programming services in a .NET environment for the maintenance and support of the website;

N) The TO Contractor shall provide support for Graphics Server 6.0 and Microsoft SQL 2005 to create approximately 50,000 potential dynamic graphic for individual schools, LSS, clusters and the State of Maryland.

O) The TO Contractor shall provide user training documentation and knowledge transfer for up to 10 MSDE staff.

P) The TO Contractor shall create and maintain Technical Documentation on the website and database. This documentation shall include, but is not limited to:

- Specifications of all computer hardware and software included in the site;
- A listing of all programs and scripts that comprise the website that describes:
- Program/Script Name
- Brief description of the purpose of the Program/Script
- How often the Program/Script is processed

Q) The TO Contractor shall support three (3) development servers:

- One for database development (The development servers contain over 100 Gigabytes of raw assets including audio, word processor, Photoshop layered graphics and other multi-media. Paper assets fill two-four drawer file cabinets);
- One for database maintenance and support;
- One for staging files for testing and launch to the production site.

### **2.7.3 REPORT CARD WEBSITE REQUIREMENTS**

The work to be accomplished on the Report Card website and database under this TO consists of the following tasks:

A) The TO Contractor shall provide comprehensive maintenance and support services to the Report Card website and database.

B) The TO Contractor shall update the Report Card website and links as necessary to reflect changes in State Educational Assessment programs and NCLB reporting requirements.

C) The TO Contractor shall maintain, support, modify, enhance and update all components of the Report Card website. These components include:

- Data Sets
- RCDM
- The TO Contractor shall implement website content edits according to agreed upon timelines.
- The TO Contractor shall participate in periodic status meetings with Report Card Project Director and/or the MSDE PM.
- The TO Contractor shall maintain and support graphic arts needs for the Website.
- The TO Contractor shall perform quality assurance testing of changes to the Report Card website and database.
- The TO Contractor shall support creation and maintenance of additional database, table and graph requirements for the Report Card website.
- The TO Contractor shall perform proofing of any documents requiring changes to the website and corresponding reports.
- The TO Contractor shall maintain and support the current release of the website hosting 5-6 million hits per month.

- The TO Contractor shall maintain and support import functionality to coordinate with Oracle/Informatica database transformation routines.
- The TO Contractor shall maintain a Visual Basic.NET application that creates four (4) PDF files for every school and system as well as the State for the Maryland School Report Card.
- The TO Contractor shall provide the technical and graphic capabilities to create other data versions of the performance data, such as the annual Maryland School Performance Report for submission for publication.
- The TO Contractor shall create and maintain Technical Documentation on the website and database. This documentation shall include, but is not limited to:
  - Specifications of all computer hardware and software included in the site;
  - A log of all database configuration changes;
  - A listing of all programs and scripts that comprise the website that describes:
    - Program/Script Name
    - Brief description of the purpose of the Program/Script
    - How often the Program/Script is processed
- The TO Contractor shall perform performance testing by utilizing a web stress tool to realistically simulate multiple browsers requesting pages from a website. This tool should be able to gather performance and stability information about our web application. The goal is to create an environment that is as close to production as possible so that you can find and eliminate problems in the web application prior to deployment.
- The TO Contractor shall provide User Training documentation and Technical Knowledge Transfer for up to 10 MSDE staff.

#### **2.7.4 TRANSITION—IN PLAN**

MSDE expects that the transition from the current application maintenance team to the new application maintenance team shall last approximately three (3) months or less from the Notice to Proceed (NTP). The Selected TO Contractor shall have clearly outlined the approach to Transition In activities. The approach shall describe the TO Contractor’s strategy to successfully accomplish a seamless transition between the incumbent TO Contractor’s team and its team.

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

The Transition-In Plan shall specifically address in detail:

- Milestones and key deliverable dates.
- The key transition personnel and their respective role.
- The reporting mechanism for providing, at a minimum, weekly reports during the transition.
- Transition methodology.
- Any experience and concerns considered important and relevant from prior experience
- Transitions and/or implementations of similar size and scope.

- The required involvement of the selected TO Contractor, MSDE PM, Management and staff, other State resources, and any third-party involvement subcontracted by the TO Contractor required during the transition.
- Risk assessment and mitigation recommendations/solutions.
- A clear set of tasks, objectives, outcomes, and timeframes to transition in-progress work activities, processes, people, services, knowledge and documentation associated with the exit of MSDE’s current team and the entrance of the Contractor’s proposed team.

**2.7.5 TRANSITION—OUT SUPPORT**

At the request of the MSDE TO Manager and in any event at least thirty (30) days prior to the conclusion of the contract, the selected TO Contractor will provide complete and accurate copies of all code, technical components and documentation used to develop, administer, maintain and operate the MD Report Card and School Improvement websites. Further, the selected TO Contractor will fully participate in the transition of the application and data to a new environment as directed by MSDE at the conclusion of the contract.

**2.7.6 SERVICE LEVEL AGREEMENT**

Reported Issues shall be categorized by the TO Manager.

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

**2.7.7 BACKUP / DISASTER RECOVERY**

All servers are maintained and backed up by MSDE.

**2.7.8 REQUIREMENTS FOR HARDWARE, SOFTWARE, AND MATERIALS**

The TO Contractor will not have to procure hardware, software or materials.

## **2.8 PERFORMANCE AND PERSONNEL**

### **2.8.1 WORK HOURS**

A) Business Hours Support: The TO Contractor's collective assigned personnel shall support core business hours (8:00 AM to 5:00 PM), Monday through Friday except for State holidays, Service Reduction days, and Furlough days observed by the MSDE. TO Contractor personnel may also be required to provide occasional support outside of core business hours, including evenings, overnight, and weekends, to support: specific efforts and emergencies to resolve system repair or restoration.

B) State-Mandated Service Reduction Days: TO Contractor personnel shall be required to participate in the State-mandated Service Reduction Days as well as State Furlough Days. In this event, the TO Contractor will be notified in writing by the TO Manager of these details.

C) Minimum and Maximum Hours: Full-time TO Contractor personnel shall work a minimum of 40 hours per week with starting and ending times as approved by the TO Manager. A flexible work schedule may be used with TO Manager approval, including time to support any efforts outside core business hours. TO Contractor personnel may also be requested to restrict the number of hours TO Contractor personnel can work within a given period of time that may result in less than an eight hour day or less than a 40 hour work week.

D) Vacation Hours: Requests for leave shall be submitted to the TO Manager at least two weeks in advance. The TO Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.

### **2.8.2 PERFORMANCE EVALUATION**

Performance evaluations will not be performed by the TO Manager.

### **2.8.3 PERFORMANCE ISSUE MITIGATION**

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

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

The TO Contractor shall respond with a written remediation plan within three business days and implement the plan immediately upon written acceptance by the TO Manager.

Should performance issues persist, the TO Manager may give written notice or request the immediate removal of person(s) whose performance is at issue, and determine whether a substitution is required.

## **2.8.4 SUBSTITUTION OF PERSONNEL AFTER AWARD**

The TO Contractor shall only propose staff available at the time of the TO Proposal and that satisfy the personnel qualifications specified in the Master Contract. In addition, the TO Contractor shall abide by the substitution of personnel requirements in the Master Contract, Section 2.9.6.

The substitution of personnel procedures is as follows:

- A) The TO Contractor may not substitute personnel without the prior approval of the TO Manager.
- B) To replace any personnel, the TO Contractor shall submit resumes of the proposed personnel specifying their intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.
- C) Proposed substitute personnel shall be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.

## **2.9 DELIVERABLES**

### **2.9.1 DELIVERABLE SUBMISSION PROCESS**

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with Microsoft Office 2010, Microsoft Project 2010 and/or Visio 2010.

Drafts of all final deliverables are required at least two weeks in advance of when all final deliverables are due. Written deliverables defined as draft documents must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but must:

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

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

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the



deliverables in an Agency Acceptance of Deliverable Form (Attachment 9). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State’s issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.14 Invoicing).

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

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

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

**2.9.2 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA**

There are eight major website releases annually; release dates each year are determined by the MSDE Superintendent’s Office. The TO Contractor will be given sufficient notice to plan, schedule and implement these deliverables. These dates vary slightly from year-to-year depending on when MSDE receives all assessment data. There is exhaustive documentation available to the awarded TO Contractor that describes all deliverables in detail.

Other task due dates may be mutually agreed upon between MSDE and the TO Contractor. All work will be jointly planned and scheduled between MSDE, the MSDE PM and the TO Contractor based on MSDE’s requirements.

The MSDE PM will monitor the activities to ensure schedules are met. The expectation is that these tasks will be managed to plan with weekly interim status updates from planning through implementation. Requirements for completeness and quality involve the successful implementation into the production environment and operating to MSDE’s satisfaction based on the defined requirements.

ID#	Deliverable Description	Acceptance Criteria	Frequency
2.9.2.2	Release of the MSA and Alt-MSA for Elementary & Middle Schools by State, County and Schools to the MD Report Card website.	TO Contractor will post data to the MSDE review site for MSDE review. These data are pushed to the RCDM for the TO Contractor to populate the review site. Once MSDE validates data and approves design the TO Contractor will prepare web files	Annual – See Table in Section 2.9.3 for detail information regarding the release of these data.

		for release to the MD Report Card website. These web files will be sent to MSDE for release.	
2.9.2.3	Release of the Maryland High School Assessment (HSA) for High Schools by State, County and Schools to the MD Report Card website.	TO Contractor will post data to the MSDE review site for MSDE review. These data are pushed to the RCDM for the TO Contractor to populate the review site. Once MSDE validates data and approves design the TO Contractor will prepare web files for release to the MD Report Card website. These web files will be sent to MSDE for release.	Annual– See Table in Section 2.9.3 for detail information regarding the release of these data.
2.9.2.4	Release of the School Progress for Elementary and Middle Schools by Schools to the MD Report Card website.	TO Contractor will post data to the MSDE review site for MSDE review. These data are pushed to the RCDM for the TO Contractor to populate the review site. Once MSDE validates data and approves design the TO Contractor will prepare web files for release to the MD Report Card website. These web files will be sent to MSDE for release.	Annual– See Table in Section 2.9.3 for detail information regarding the release of these data.
2.9.2.5	Release of the School Progress for High Schools and overall School Progress by State and County to the MD Report Card website.	TO Contractor will post data to the MSDE review site for MSDE review. These data are pushed to the RCDM for the TO Contractor to populate the review site. Once MSDE validates data and approves design the TO Contractor will prepare web files for release to the MD Report Card website. These web files will be sent to MSDE for release.	Annual– See Table in Section 2.9.3 for detail information regarding the release of these data.
2.9.2.6	Release of the School Progress Index for Elementary and Middle Schools by Schools to the MD Report Card website.	TO Contractor will post data to the MSDE review site for MSDE review. These data are pushed to the RCDM for the TO Contractor to populate the review site. Once MSDE validates data and approves design the TO Contractor will prepare web files for release to the MD Report Card website. These web files will be sent to MSDE for release.	Annual– See Table in Section 2.9.3 for detail information regarding the release of these data.
2.9.2.7	Release of the School Progress Index for High Schools and overall School Progress Index by State and County to the MD Report Card website.	TO Contractor will post data to the MSDE review site for MSDE review. These data are pushed to the RCDM for the TO Contractor to populate the review site. Once MSDE validates data and approves design the TO Contractor will prepare web files	Annual– See Table in Section 2.9.3 for detail information regarding the release of these data.

		for release to the MD Report Card website. These web files will be sent to MSDE for release.	
2.9.2.8	Release of the Design and develop the MD Print Report to the MD Report Card website.	TO Contractor will post data to the MSDE review site for MSDE review. These data are pushed to the RCDM for the TO Contractor to populate the review site. Once MSDE validates data and approves design the TO Contractor will prepare web files for release to the MD Report Card website. These web files will be sent to MSDE for release.	Annual– See Table in Section 2.9.3 for detail information regarding the release of these data.
	Transition-In Plan	See Section 2.7.4	15 days from NTP
	Transition-Out Plan	See Section 2.7.5	30 days from end of contract

### 2.9.3 DELIVERY PROCESS FOR WEBSITE FILES

Deliveries must be packaged in archives to MSDE. Databases are usually Roshal Archive (rar) files, while web content is in zipped archives. Archives are maintained under a top level folder for each delivery area, MDK12 and MD Report Card with subfolders identifying the year and month in yyyy-mm format. Each month folder may contain one or more deliveries.

Deliveries are made on a schedule of one delivery per week with provision for high priority content.

The TO Contractor moves the subversion production branch to the staging site, then moves the database of that release to the staging server, and then verify that it's all working properly and takes the same content and same database files used to update stage and place them in the delivery directories. The TO Contractor then notifies the MSDE PM who notifies OIT that the updates are approved and should be placed on the live server(s).

Print Reports are a separate delivery due to their large disk size (several gigabytes).

This table provides cycles of content releases which the TO Contractor must support.

<b>Data Collection</b>	<b>Content</b>	<b>Estimated Annual Release</b>	<b>Website</b>
General Website design	Test data	Available by June 1 each year from TO Contractor	MDRC

<b>MSA</b>			
	MSA Elementary & Middle Schools	July	MDRC/MDK12
	MSA Science grades 5,8	August	MDRC/MDK12
	Algebra MSA by proficiency Levels	October	MDRC
	Biology MSA by Proficiency Levels	October	MDRC
	English MSA by Proficiency Levels	October	MDRC
<b>Alt-MSA</b>			
	Alt-MSA proficiency score data by grade (3,4,5,6,7,8,10)	July	MDRC/MDK12
	Alt-MSA Science grades 5,8 and 10	August	MDRC/MDK12
<b>School Progress</b>			
	SCHOOL PROGRESS for Elementary & Middle Schools	July	MDRC/MDK12
	SCHOOL PROGRESS for High Schools/Districts/State	September	MDRC/MDK12
<b>School Progress Index</b>			
	School Progress Index for Elementary and Middle Schools	August	MDRC/MDK12
	School Progress Index for High Schools/District/State	September	
<b>High School Assessment Status</b>			
	HSA Status data	September	MDRC/MDK12
<b>National Assessment of Educational Progress (NAEP)</b>			
	NAEP data	October odd years	MDRC
<b>GRADUATION</b>			
	Graduation Leaver Rate	January	MDRC
	Cohort Graduation Summary and Details	January	MDRC
<b>DROP OUT</b>			
	Dropout rate	January	MDRC
	Cohort Dropout Summary and Details	January	MDRC
<b>PROMOTION</b>			
	Promotion	January	MDRC
<b>DEMOGRAPHICS</b>			
	School data set	July	MDRC/MDK12
	School Begin/End Grades Data ( final data)	October	MDRC/MDK12
	Enrollment	July	MDRC
	Students receiving special services	July	MDRC/MDK12
	Highly Qualified Teacher Data	August	MDRC
	High School Completion data	October	MDRC
	Grade 12 Documented Decisions Data	October	MDRC

	Wealth, Expenditures, Staffing, Length of Year	October	MDRC
<b>ATTENDANCE/PARTICIPATION</b>			
	Participation (Attendance)	July	MDRC
	Student Mobility	September	MDRC
	Absent fewer than 5 more than 20	September	MDRC
<b>COLLEGE READINESS</b>			
	Advanced Placement	November	MDRC
	SAT	November	MDRC
	ACT	November	MDRC
	PSAT	November	MDRC
	College Enrollment	November	MDRC
<b>NCES</b>			
	School directory file	July	MDRC

## 2.10 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically.

The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting security and technology project execution.

The following policies, guidelines and methodologies can be found at <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx> under “Policies and Guidance.” These may include, but are not limited to:

- The State’s SDLC methodology
- The State Information Technology Security Policy and Standards
- The State Information Technology Project Oversight
- The State of Maryland Enterprise Architecture
- The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute’s Project Management Body of Knowledge Guide.

TO Contractor’s staff and subcontractors are to follow a consistent methodology for all TO activities.

## 2.11 OFFEROR COMPANY MINIMUM QUALIFICATIONS

The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein.

The TO Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services.

## 2.12 OFFEROR PERSONNEL MINIMUM QUALIFICATIONS

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

Master Contractors must propose exactly **four named personnel** in response to this TORFP. All other positions must be described in a Staffing Plan.

The TO Contractor's staff shall meet the following minimum qualifications as described in the CATS+ RFP section 2.10:

### A) Senior Internet Site Developer

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

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

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

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

### B) Senior Interdisciplinary Engineer

**Duties:** Must have demonstrated ability to perform senior level engineering and/or IT tasks in the disparate areas of software, electronics telecommunications, or networking. Must be capable of translating mission requirements and information problems into solutions employing current state-of-the-art information system equipment and software. Must be able to define interaction with and/or interface between these different categories of requirements and to develop the appropriate design to support these requirements while employing methodologies from any of the above disciplines as required. Must be able to serve as a liaison to interpret and translate among the various disciplines represented on the task team, and serve as a point of contact for evaluation of problems arising from the interdisciplinary nature of the task

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

**General Experience:** Must have eight (8) years of experience in technical work in the major areas of system management and system integration.

**Specialized Experience:** At least five (5) years of experience in specialized IT and telecommunications disciplines involving system interfaces, system integration and network development, and/or integration involving a wide range of network, hardware, and software solutions. At least three (3) years in operating systems software, electronic communications analysis and design, or networking.

#### C) **Senior Information Technology Architect**

**Duties:** Provides expertise in the most current principles and practices of architecture data management systems and experience in large system designs, and with data modeling in the information management arena. Provides expertise in modeling and organizing information to facilitate support of projects or information architectures. Provides guidance on how and what to data and process model. Primarily deals with transition planning from legacy to modern systems by concentrating on information flows, data exchange, and data translation standardization services.

**Education:** Bachelor's Degree from an accredited college or university with a major in Engineering, Computer Science, Mathematics or a related field. Master's degree preferred.

**General Experience:** At least ten (10) years of experience planning, designing, building, and implementing IT systems.

**Specialized Experience:** At least five (5) years of the required ten (10) years of experience must be in the direct supervision and management of major projects that involve providing professional support services and/or the integration, implementation and transition of large complex system and subsystem architectures. Must have led or been chief architect in major IT implementation efforts. Must demonstrate a broad understanding of client IT environmental issues and solutions and be a recognized expert within the IT industry. Must demonstrate advanced abilities to team and mentor and possess demonstrated excellence in written and verbal communication skills.

#### D) **Internet/Web Architect**

**Duties:** Responsible for analyzing assigned specifications, planning, designing and developing solutions, utilizing appropriate Internet/Intranet/Extranet architecture processes supporting a wide range of business process. Provides appropriate documentation for object design decisions, estimating assumptions, applets and performance metrics – as required by organization architecture process standards, or as assigned. Responsible for minimizing the issues between the client and the server applications and for the overall setup and design of the Internet and web server architecture. Impact and complexity of this job increases if organization is utilizing Internet solutions (vs. only Intranet), especially those with significant business impact (e.g., e-business).

**Education:** Preference for a Bachelor's Degree in Computer Science, Information Systems, or other related field or equivalent work experience.

**General Experience:** At least five (5) years of IT work experience. Specialized Experience: Has worked independently or as a part of a team under general supervision and coached more junior technical staff. Technical expert in IT organization. Provides input into highly complex and high impacting decisions as it relates to area of expertise.

## **2.13 OFFEROR OTHER REQUIREMENTS**

TO Contractor Personnel provided in support of this TORFP shall meet all minimum qualifications for the labor category proposed, as identified in the CATS+ Master Contract Section 2.10. Additionally, the TO Contractor Personnel shall meet the following additional requirements (per labor category):

### A) **Project Manager**

**Duties:** The Program Manager is the contractor's manager for the Contract, and serves as the single point of contact for the Master Contractor with the State regarding the Contract. Performs overall management for Contract support operations. Organizes, directs, and coordinates the planning and production of all Contract activities, projects and support activities, including those of subcontractors. Oversees the development of or develops work breakdown structures, charts, tables, graphs, major milestone calendars and diagrams to assist in analyzing problems and making recommendations. Demonstrates excellent written and verbal communications skills. Establishes and alters corporate management structure to direct effective and efficient Contract support activities. Must be capable of negotiating and making binding decisions for the Master Contractor.

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

**General Experience:** At least 12 years of experience in program or project management.

**Specialized Experience:** At least eight (8) years of experience in supervision or oversight of IT related programs or projects.

### B) **Senior Subject Matter Expert**

**Duties:** The area of expertise may be related to a specific discipline required by the State agency including, but not limited to: information technology, health care, education, public safety, social services, human resources, transportation, and environment. Requires expertise in the formulation of specifications and in the execution of technical initiatives in vertical areas. Defines requirements, performs analyses, and develops plans and requirements for systems.

**Education:** Bachelor's Degree from an accredited college or university in the specific discipline required by the State. A Master's Degree or Ph.D. Degree is preferred.



**General Experience:** At least 12 years of relevant industry experience in the discipline is required.

**Specialized Experience:** At least 10 years of combined new

C) **Quality Assurance Specialist**

**Duties:** Provides quality management for information systems using the standard methodologies, techniques, and metrics for assuring product quality and key activities in quality management. Establish capable processes, monitoring and control of critical processes and product mechanisms for feedback of performance, implementation of an effective root cause analysis and corrective action system, and continuous process improvement. Provides strategic quality plans in targeted areas of the organization. Provides QA strategies to ensure continuous production of products consistent with established industry standards, government regulations and customer requirements. Develops and implements life cycle and QA methodologies and educates, and implements QA metrics.

**Education:** Bachelor's Degree from an accredited college or university in Engineering, Computer Science, Information Systems or other related discipline. A Master's degree preferred.

**General Experience:** At least eight (8) years information systems quality assurance experience.

**Specialized Experience:** At least five (5) years of experience working with statistical methods and quality standards. Must have good QA/process knowledge and possess superior written and verbal communication skills.

D) **Interdisciplinary Engineer**

**Duties:** Must be capable of translating mission requirements and information problems into solutions employing current state-of-the-art information system equipment and software. Must be able to define interaction and interface among different categories of requirements, and develop appropriate design to support the requirements while employing IT methodologies. Must be able to serve as a liaison to interpret and translate various disciplines represented on the task team, and serve as a point of contact for evaluation of problems arising from the interdisciplinary nature of the task.

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

**General Experience:** Must have five (5) years of experience in technical work in the areas of system management and system integration.

**Specialized Experience:** At least three (3) years of experience in IT disciplines involving operating systems software, electronics communications analysis and design, system interface, systems integration, and mechanical or civil engineering.

E) **Internet/Intranet Site Developer Senior**

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

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

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

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

F) **Computer Graphics Illustrator**

**Duties:** Duties will include recommending various methods of portraying ideas and the design, layout, and generation of a variety of graphical presentation products from rough drafts or outlines. Must possess skill in the preparation of graphs, charts and text data for visual presentations. Duties will be performed using complex automated color graphic equipment and PC software packages. A basic knowledge of graphic equipment, graphic software, file formats and graphic terms is required.

**Education:** High school diploma or equivalent. An additional year of specialized experience may be substituted for the required education.

**Total Experience:** Three (3) years of experience in creating and generating graphics using computer graphics software.

## **2.14 RETAINAGE**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

## **2.15 INVOICING**

Payment shall be monthly. The information required is date, start and end time, location worked, and description of activities. Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract. A proper invoice for payment shall contain the TO

Contractor's Federal Tax Identification Number, as well as the information described above, and must be submitted to the TO Manager for payment approval.

The TO Contractor shall submit invoices for payment on or before the 15th day of the month.

### **2.15.1 INVOICE SUBMISSION PROCEDURE**

This procedure consists of the following requirements and steps:

- A) The invoice shall identify MSDE as the TO Requesting Agency, task/tasks description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor) submitted for payment to the MSDE at the following address:
  - Original and one copy to the:  
Accounts Payable Section  
Maryland State Department of Education  
200 West Baltimore Street  
Baltimore, Maryland 21201
  - And one copy to:  
Janice Johnson, Branch Chief, Educational Accountability  
Maryland State Department of Education  
Division of Accountability and Assessment  
200 West Baltimore Street, 1st Floor  
Baltimore, MD 21201
- C) Invoices for final payment shall be clearly marked as "FINAL" and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

### **2.16 MBE PARTICIPATION REPORTS**

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

### **2.17 PROFESSIONAL DEVELOPMENT**

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

With TO Requesting Agency prior approval, the time allocated to these continuing education activities for staff deployed to TO Requesting Agency on a full-time basis ~~may~~/may not be charged to this task order. Actual course costs, travel, and related expenses are the responsibility of the TO Contractor. Eligible continuing education shall be associated with technologies currently used or anticipated for use by TO Requesting Agency in the near future.

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## **SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS**

### **3.1 REQUIRED RESPONSE**

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

### **3.2 PROPOSAL 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+ TORFP. A TO Proposal shall contain the following sections in order:

#### **3.2.1 TO TECHNICAL PROPOSAL**

##### **A) Proposed Services**

- 1) Executive Summary: A high level overview of the Master Contractor's understanding of the background, purpose, and objectives of the TORFP. The Executive Summary shall summarize the Master Contractor's capabilities and experience, and summarize the proposed methodology and solution for achieving the objectives of the TORFP.
- 2) Proposed Solution: A detailed narrative of the Master Contractor's proposed methodology and solution for completing the requirements and deliverables in Section 2 - Scope of Work. This section should include a comprehensive schedule of tasks and estimated times frames for completing all requirements and deliverables, including any tasks to be performed by State or third party personnel.
- 3) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal. Master Contractors should avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.
- 4) Proposed Tools: A description of any tools, for example hardware and/or software applications that will be used to facilitate the work.
- 5) Must submit three current references.

##### **B) Proposed Personnel and TORFP Staffing**

Master Contractors may only propose a maximum of four named personnel in response to this TORFP.

- 1) Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources in addition to the personnel requested in this TORFP, and how the TO Contractor Personnel shall be managed. Include:

- Planned team composition by role (**Important! Identify specific names and provide history only for the proposed resources required for evaluation of this TORFP**)
  - Process and proposed lead time for locating and bringing on board resources that meet TO needs
  - Supporting descriptions for all labor categories proposed in response to this TORFP
  - Description of approach for quickly substituting qualified personnel after start of TO
- 2) Identify and provide resumes for all four proposed personnel by labor category. The resume should feature prominently the proposed personnel's skills and experience as they relate to the Master Contractor's proposed solution and Section 2 – Scope of Work.
  - 3) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in accordance to Section 2.12.
  - 4) Provide the names and titles of the Master Contractor's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.
  - 5) Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary for all four named personnel.

C) MBE Participation

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

D) Subcontractors

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

E) Overall Master Contractor team organizational chart

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

F) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide up to three examples of projects or contracts the Master Contractor or subcontractor, if applicable, has completed that were similar to Section 2 - Scope of Work. Each example must include contact information for the client organization complete with the following:
  - Name of organization.
  - Point of contact name, title, e-mail, and telephone number (Point of contact must be available and knowledgeable regarding performance)
  - Services provided as they relate to Section 2 - Scope of Work.
  - Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:

- Contract or TO name
- Name of organization.
- Point of contact name, title, e-mail, and telephone number
- Services provided as they relate to Section 2 - Scope of Work.
- Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
- Dollar value of the contract.
- Whether the contract was terminated before the original expiration date.
- Whether any renewal options were not exercised.

Note - State of Maryland experience can be included as part of Section F2 above as project or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

#### G) Proposed Facility

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

#### H) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

#### I) Confidentiality

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

### 3.2.2 TO FINANCIAL PROPOSAL

- A description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal);
- Attachment 1 - Completed Price Proposal with all rates fully loaded. Prices shall be valid for 120 days.
- To be responsive to this TORFP, the Price Proposal (Attachment 1) shall provide labor rates for all labor categories identified in Section 2.12. Proposed rates are not to exceed the rates defined in the Master Contract for the Master Contract year(s) in effect at the time of the TO Proposal due date.

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

### **4.1 OVERVIEW**

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

### **4.2 TO PROPOSAL EVALUATION CRITERIA**

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

- A) The experience performing the duties and responsibilities required in Section 2.7 of the Master Contractor's proposed personnel.
- B) The Master Contractor's understanding of the work to be accomplished. Level of understanding will be determined by the quality and accuracy of the technical proposal in adherence to Section 3.2.
- C) The experience, certifications, and education required in Section 2.12, of the Master Contractor's proposed personnel. The capability of the proposed resources to perform the required tasks and produce the required deliverables in the TORFP Scope of Work – Section 2 will be determined from each proposed individual's resume, reference checks, and interview (See Section 1.4 Oral Presentations/Interviews).
- D) Demonstration of how the Master Contractor plans to staff the task order at the levels set forth in Section 2.1 and also for potential staffing plan.

### **4.3 SELECTION PROCEDURES**

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum company qualifications in Section 2.11, the minimum personnel qualifications in Section 2.12 and quality of responses to Section 3.2.1 of the TORFP. TO Proposals deemed technically qualified will have their financial proposal considered. All others will be deemed not reasonably susceptible to award and will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- B) If the evaluation committee determines the interviewee is unable to correctly respond to the technical questions, the vendor will be determined non-susceptible of award and financials will not be considered.
- C) Qualified TO Proposal Financial Proposals will be reviewed and ranked from lowest to highest price proposed.
- D) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical has greater weight.
- E) All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.



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

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

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**ATTACHMENT 1 –PRICE PROPOSAL  
PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS+  
TORFP # R00B4400075**

**LABOR CATEGORIES**

The total class hours (Column B) are not to be construed as “guaranteed” hours; the total number of hours is an estimate only for purposes of price proposal evaluation.

A year for this task order shall be calculated as one calendar year from NTP. **Labor Rate Maximums:** The maximum labor rate that may be proposed for any CATS+ Labor Category shall not exceed the maximum for the CATS+ Master Contract year in effect on the TO Proposal due date.

**YEAR 1**

CATS+ Labor Categories	A	B	C
	Hourly Labor Rate	Approx. Total Class Hours	Total Proposed CATS+ TORFP Price
Project Manager	\$	600	\$
Subject Matter Expert	\$	1260	\$
Quality Assurance Specialist	\$	350	\$
Senior Interdisciplinary Engineer	\$	1800	\$
Interdisciplinary Engineer	\$	2080	\$
Sr. Information Tech. Architect	\$	2080	\$
Internet Site Developer Senior (3)	\$	2080	\$
Internet / Web Architect	\$	2080	\$
Computer Graphics Illustrator	\$	600	\$
<b>Total Year 1 Price</b>			\$

\_\_\_\_\_  
Authorized Individual Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Tax ID #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

The Hourly Labor Rate is the actual rate the State will pay for services and shall be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower. Hourly Labor Rate shall be assumed to be fully loaded rates which shall include all direct and indirect costs including all travel costs and profit for the Master Contractor to perform under the TO Agreement. **The total hours listed above are to be considered as estimated only and not to be construed as guaranteed billable hours.** Actual hours will be compensated at the total number of hours performed.

**ATTACHMENT 1 –PRICE PROPOSAL  
PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS+  
TORFP # R00B4400075**

**LABOR CATEGORIES**

**YEAR 2**

Labor Categories	A	B	C
	Hourly Labor Rate	Approx. Total Class Hours	Total Proposed CATS+ TORFP Price
Project Manager	\$	600	\$
Subject Matter Expert	\$	1260	\$
Quality Assurance Specialist	\$	350	\$
Senior Interdisciplinary Engineer	\$	1800	\$
Interdisciplinary Engineer	\$	2080	\$
Sr. Information Tech. Architect	\$	2080	\$
Internet Site Developer Senior (3)	\$	2080	\$
Internet / Web Architect	\$	2080	\$
Computer Graphics Illustrator	\$	600	\$
<b>Total Year 2 Price</b>			\$

\_\_\_\_\_  
Authorized Individual Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Tax ID #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

The Hourly Labor Rate is the actual rate the State will pay for services and shall be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower. Hourly Labor Rate shall be assumed to be fully loaded rates which shall include all direct and indirect costs including all travel costs and profit for the Master Contractor to perform under the TO Agreement. **The total hours listed above are to be considered as estimated only and not to be construed as guaranteed billable hours.** Actual hours will be compensated at the total number of hours performed.

**ATTACHMENT 1 –PRICE PROPOSAL  
PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS+  
TORFP # R00B4400075**

**LABOR CATEGORIES**

**YEAR 3**

Labor Categories	A	B	C
	Hourly Labor Rate	Approx. Total Class Hours	Total Proposed CATS+ TORFP Price
Project Manager	\$	600	\$
Subject Matter Expert	\$	1260	\$
Quality Assurance Specialist	\$	350	\$
Senior Interdisciplinary Engineer	\$	1800	\$
Interdisciplinary Engineer	\$	2080	\$
Sr. Information Tech. Architect	\$	2080	\$
Internet Site Developer Senior (3)	\$	2080	\$
Internet / Web Architect	\$	2080	\$
Computer Graphics Illustrator	\$	600	\$
<b>Total Year 3 Price</b>			\$

\_\_\_\_\_  
Authorized Individual Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Tax ID #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

The Hourly Labor Rate is the actual rate the State will pay for services and shall be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower. Hourly Labor Rate shall be assumed to be fully loaded rates which shall include all direct and indirect costs including all travel costs and profit for the Master Contractor to perform under the TO Agreement. **The total hours listed above are to be considered as estimated only and not to be construed as guaranteed billable hours.** Actual hours will be compensated at the total number of hours performed.

**ATTACHMENT 1 –PRICE PROPOSAL  
PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS+  
TORFP # R00B4400075**

**Labor Categories**

**OPTION YEAR ONE**

Labor Categories	A	B	C
	Hourly Labor Rate	Approx. Total Class Hours	Total Proposed CATS+ TORFP Price
Project Manager	\$	600	\$
Subject Matter Expert	\$	1260	\$
Quality Assurance Specialist	\$	350	\$
Senior Interdisciplinary Engineer	\$	1800	\$
Interdisciplinary Engineer	\$	2080	\$
Sr. Information Tech. Architect	\$	2080	\$
Internet Site Developer Senior (3)	\$	2080	\$
Internet / Web Architect	\$	2080	\$
Computer Graphics Illustrator	\$	600	\$
<b>Total Year 4 Price</b>			\$

\_\_\_\_\_  
Authorized Individual Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Tax ID #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

The Hourly Labor Rate is the actual rate the State will pay for services and shall be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower. Hourly Labor Rate shall be assumed to be fully loaded rates which shall include all direct and indirect costs including all travel costs and profit for the Master Contractor to perform under the TO Agreement. **The total hours listed above are to be considered as estimated only and not to be construed as guaranteed billable hours.** Actual hours will be compensated at the total number of hours performed.

**ATTACHMENT 1 –PRICE PROPOSAL  
PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS+  
TORFP # R00B4400075  
Labor Categories**

**OPTION YEAR TWO**

Labor Categories	A	B	C
	Hourly Labor Rate	Approx. Total Class Hours	Total Proposed CATS+ TORFP Price
Project Manager	\$	600	\$
Subject Matter Expert	\$	1260	\$
Quality Assurance Specialist	\$	350	\$
Senior Interdisciplinary Engineer	\$	1800	\$
Interdisciplinary Engineer	\$	2080	\$
Sr. Information Tech. Architect	\$	2080	\$
Internet Site Developer Senior (3)	\$	2080	\$
Internet / Web Architect	\$	2080	\$
Computer Graphics Illustrator	\$	600	\$
<b>Total Year 5 Price</b>			\$

\_\_\_\_\_  
Authorized Individual Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Tax ID #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

The Hourly Labor Rate is the actual rate the State will pay for services and shall be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower. Hourly Labor Rate shall be assumed to be fully loaded rates which shall include all direct and indirect costs including all travel costs and profit for the Master Contractor to perform under the TO Agreement. **The total hours listed above are to be considered as estimated only and not to be construed as guaranteed billable hours.** Actual hours will be compensated at the total number of hours performed.

**ATTACHMENT 1 –PRICE PROPOSAL  
PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS+  
TORFP # R00B4400075**

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

\_\_\_\_\_  
Authorized Individual Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Tax ID #

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
DUNNS #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**SUBMIT AS A .PDF FILE WITH THE TO FINANCIAL PROPOSAL**

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING  
REQUIREMENTS**

**CATS+ TORFP # R00B4400075**

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

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



## ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

### FORM D – 1

#### CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

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

In conjunction with the offer submitted in response to TORFP No. R00P9200103, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 35 percent and, if specified in the TORFP, sub-goals of [redacted] percent for MBEs classified as African American-owned and [redacted] percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude that I am unable to achieve it. Instead, I intend to achieve an MBE goal of [redacted] percent and request a waiver of the remainder of the goal. If I am selected as the apparent TO Agreement awardee, I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.

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

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

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

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

\_\_\_\_\_  
Offeror Name

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

SUBMIT AS A .PDF FILE WITH TO TECHNICAL PROPOSAL

## ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

### FORM D – 2

#### MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE

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

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number <span style="background-color: cyan;">ADPICS PO</span>	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

**USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED**

#### SUMMARY

<b>TOTAL MBE PARTICIPATION:</b>	%
<b>TOTAL WOMAN-OWNED MBE PARTICIPATION:</b>	%
<b>TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:</b>	%

Document Prepared By: (please print or type)  
 Name: \_\_\_\_\_ Title: \_\_\_\_\_

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**  
**FORM D – 2**

**MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE (CONTINUED)**

List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

SUBMIT AS A .PDF FILE WITH TO TECHNICAL PROPOSAL

# ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

## FORM D – 3

### OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the bid or offer submitted in response to TORFP # **ADPICS PO**, I state the following:

1. Offeror identified opportunities to subcontract in these specific work categories:
2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.
3. Offeror made the following attempts to contact personally the solicited MBEs:
4.  Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.

(DESCRIBE EFFORTS)

This project does not involve bonding requirements.

5.  Offeror did/did not attend the pre-proposal conference  
 No pre-proposal conference was held.

\_\_\_\_\_  
Offeror Name

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 4**

**SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT**

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE

Provided that \_\_\_\_\_ is awarded the TO Agreement in  
(Prime TO Contractor Name)  
conjunction with TORFP No. **ADPICS PO**, it and \_\_\_\_\_,  
(Subcontractor Name)  
MDOT Certification No. \_\_\_\_\_, intend to enter into a contract by which the subcontractor shall:

(Describe work to be performed by MBE):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

By:

By:

\_\_\_\_\_  
Prime Contractor Signature      Subcontractor Signature

\_\_\_\_\_  
Name                                  Name

\_\_\_\_\_  
Title                                  Title

\_\_\_\_\_  
Date                                  Date

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

## ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

### FORM D – 5

#### MINORITY BUSINESS ENTERPRISE PARTICIPATION TO CONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____  Reporting Period (Month/Year): _____  <b>Report is due by the 15<sup>th</sup> of the following month.</b>	CATS+ TORFP # <b>ADPICS PO</b> Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
---	--

Prime TO Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
<b>List all unpaid invoices over 30 days old received from the MBE subcontractor named above:</b>			
1.			
2.			
3.			
<b>Total Dollars Unpaid: \$</b> _____			

\*\*If more than one MBE subcontractor is used for this contract, please use separate forms.

**Return one copy of this form to the following address:**

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

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

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**  
**FORM D – 6**  
**MINORITY BUSINESS ENTERPRISE PARTICIPATION SUBCONTRACTOR PAID/UNPAID**  
**INVOICE REPORT**

Report #: _____  Reporting Period (Month/Year): ____/____  <b>Report Due By the 15<sup>th</sup> of the following Month.</b>	CATS+ TORFP # <b>ADPICS PO</b> Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
MBE Subcontractor Name:	
MDOT Certification #:	
Contact Person:	
Address:	
City:	State:                      ZIP:
Phone:	FAX:
Subcontractor Services Provided:	
<b>List all payments received from Prime TO Contractor during reporting period indicated above.</b>  1.  2.  3.  <b>Total Dollars Paid:</b> \$ _____	<b>List dates and amounts of any unpaid invoices over 30 days old.</b>  1.  2.  3.  <b>Total Dollars Unpaid:</b> \$ _____
Prime TO Contractor:	Contact Person:

**Return one copy of this form to the following address:**

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

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

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS



**ATTACHMENT 3 – TASK ORDER AGREEMENT**  
**CATS+ TORFP# ADPICS PO R00B4400075 OF MASTER CONTRACT #060B4400075**

This Task Order Agreement (“TO Agreement”) is made this day of Month, 20X~~0X~~ by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, TO Requesting Agency.

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
  - a. “Agency” means the TO Requesting Agency, as identified in the CATS+ TORFP # ADPICS PO.
  - b. “CATS+ TORFP” means the Task Order Request for Proposals # ADPICS PO, dated MONTH DAY, YEAR, including any addenda.
  - c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated \_\_\_\_\_.
  - d. “TO Procurement Officer” means TO Procurement Officer. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
  - e. “TO Agreement” means this signed TO Agreement between TO Requesting Agency and TO Contractor.
  - f. “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_.
  - g. “TO Manager” means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h. “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
  - i. “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
  - j. “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work
  - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.
  - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
    - a. The TO Agreement,
    - b. Exhibit A – CATS+ TORFP
    - c. Exhibit B – TO Technical Proposal
    - d. Exhibit C – TO Financial Proposal
  - 2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to

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

### 3. Time for Performance

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

### 4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS+ TORFP and shall not exceed the total amount of the task order. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS+ TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is \_\_\_\_\_. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

**TO Contractor Name**

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

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

STATE OF MARYLAND, **TO Requesting Agency**

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

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

**ATTACHMENT 4 - CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

- A) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C) The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):
- E) The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

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

By: \_\_\_\_\_  
(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO TECHNICAL PROPOSAL

## **ATTACHMENT 5**

### **LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY**

#### INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B9800035.
2. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS+ TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. This summary is required at the time of the interview.

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

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

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

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
<b>LABOR CLASSIFICATION TITLE – (INSERT CATS+ LABOR CATEGORY NAME)</b>	
Education: Insert the education description from a. The CATS+ RFP from Section 2.10 for the applicable labor category b. The minimum qualifications and required certifications in Section 2.12 of this TORFP	
Experience: Insert the experience description from the CATS+ RFP a. The CATS+ RFP from Section 2.10 for the applicable labor category b. The minimum qualifications and required certifications in Section 2.12 of this TORFP  Provide dates in the format of MM/YY to MM/YY	
Duties: (Insert the duties description from the CATS+ RFP from Section 2.10 for the applicable labor category.)	
References: Provide three references of similar scope.	

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

**Contractor's Contract Administrator:**

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

**Proposed Individual:**

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

**SUBMIT WITH TO TECHNICAL PROPOSAL  
SIGNATURE REQUIRED AT THE TIME TO TECHNICAL PROPOSAL IS SUBMITTED**

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

The Pre-Proposal Conference will be held:

**TUESDAY, MARCH 25, 2014 @ 10:00 AM**

Maryland State Department of Education  
200 West Baltimore Street Baltimore, MD 21201  
8<sup>th</sup> Floor, CR 6/7

**From Interstate 95 (Washington, D. C.)**

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

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

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

**From Annapolis – Route 50**

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

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

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

**ATTACHMENT 7 – NOTICE TO PROCEED (SAMPLE)**

**Month Day, Year**

**TO Contractor Name**  
**TO Contractor Mailing Address**

Re: CATS+ Task Order Agreement #**ADPICS PO**

Dear **TO Contractor Contact**:

This letter is your official Notice to Proceed as of **Month Day, Year**, for the above-referenced Task Order Agreement. **TO Manager** of the **TO Requesting Agency** will serve as your contact person on this Task Order. **TO Manager** can be reached at **telephone # and email address**.

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

Sincerely,

**TO Procurement Officer**  
Task Order Procurement Officer

Enclosures (2)

cc: **TO Manager**  
Procurement Liaison Office, Department of Information Technology  
Project Management Office, Department of Information Technology



**ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM**

I acknowledge receipt of the following:

TORFP Title: **Project Name for TORFP**

TO Agreement Number: #**ADPICS PO**

Title of Deliverable: \_\_\_\_\_

TORFP Reference Section # \_\_\_\_\_

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

Name of TO Manager: **TO Manager**

\_\_\_\_\_  
TO Manager Signature                      Date Signed

Name of TO Contractor's Project Manager: \_\_\_\_\_

\_\_\_\_\_  
TO Contractor's Project Manager Signature    Date Signed

SUBMIT AS REQUIRED IN THE TORFP.

**ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM**

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

**To:**

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

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

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

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

This deliverable:

Is accepted as delivered.

rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

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

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

ISSUED BY THE TO MANAGER AS REQUIRED IN THE TORFP.

**ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)**

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

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

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State’s Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to TO Procurement Officer, TO Requesting Agency on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State’s rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR’S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys’ fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: \_\_\_\_\_ BY: \_\_\_\_\_  
NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

SUBMIT AS REQUIRED IN THE TORFP

## ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

**THIS NON-DISCLOSURE AGREEMENT** (“Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between the State of Maryland (“the State”), acting by and through its **TO Requesting Agency** (the “Department”), and \_\_\_\_\_ (“TO Contractor”), a corporation with its principal business office located at \_\_\_\_\_ and its principal office in Maryland located at \_\_\_\_\_.

### RECITALS

**WHEREAS**, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for **TORFP Title** TORFP No. **ADPICS PO** dated \_\_\_\_\_, (the “TORFP” issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B980035; and

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

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

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

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

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

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

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

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

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

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

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

SUBMIT AS REQUIRED IN THE TORFP

**EXHIBIT A To Non-Disclosure Agreement (TO Contractor)**

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

Printed Name and Address  
of Employee or Agent

Signature

Date

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

## ATTACHMENT 12 – TO CONTRACTOR SELF-REPORTING CHECKLIST

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

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

**Section 3 – Substitution of Personnel**

A) Has there been any substitution of personnel?

Yes  No  (If no, skip to Section 4.)

B) Did the Master Contractor request each personnel substitution in writing?

Yes  No  (If no, explain why) \_\_\_\_\_

C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel?

Yes  No  (If no, explain why) \_\_\_\_\_

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

Yes  No  (If no, explain why) \_\_\_\_\_

**Section 4 – MBE Participation**

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

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

Yes  No  (If no, explain why) \_\_\_\_\_

C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO)  
%

Example - \$3,000 was paid to date to the MBE sub-contractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% ( $3,000 \div 10,000 = 0.30$ )

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

Yes  No  (If no, explain why) \_\_\_\_\_

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

Yes  No

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

\_\_\_\_\_

**Section 5 – TO Change Management**

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

Yes  No  (If no, explain why) \_\_\_\_\_

B) Does the change management procedure include the following?

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

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

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

C) Have any change orders been executed?

Yes  No

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

\_\_\_\_\_

D) Is the change management procedure being followed?

Yes  No  (If no, explain why) \_\_\_\_\_



**ATTACHMENT 13 – LIVING WAGE AFFIDAVIT OF AGREEMENT**

Contract No. \_\_\_\_\_

Name of Contractor \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**If the Contract is Exempt from the Living Wage Law**

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

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

**If the Contract is a Living Wage Contract**

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

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

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

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

Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

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

Witness Name (Typed or Printed): \_\_\_\_\_

Witness Signature & Date: \_\_\_\_\_

# ATTACHMENT 14 - CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

*The Investment Activities in Iran list is located at: [www.bpw.state.md.us](http://www.bpw.state.md.us)*

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

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

## CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

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

Witness Name (Typed or Printed): \_\_\_\_\_

Witness Signature and Date: \_\_\_\_\_

**ATTACHMENT 15 - PERFORMANCE EVALUATION FORM**

**TORFP Title: MDK12 REPORT CARD AND WEBSITES MAINTENANCE AND SUPPORT** **TORFP # R00B4400075**

**Name of Contractor being evaluated: <insert name>**

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

Evaluation Month & Year:  
 Role (TORFP Section 2.X):  
 Labor Category:

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TO Contractor Name:  
 TO Contractor Contact:  
 MSDE TO Manager:  
 TO Requesting Agency: TO Requesting Agency

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**PROJECT PERSONNEL PERFORMANCE RATING\***

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

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

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

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

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

OTHER COMMENTS:

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Signature of Evaluator Date

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Signature of TO Contractor Date