

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

**MHEC MICROSOFT SQL SERVER 2012
CONFIGURATION EXPANSION
CATS+ TORFP # R00B7400067**



Maryland State Department of Education (MSDE)

Issue Date: June 16, 2017

KEY INFORMATION SUMMARY SHEET

This CATS+ TORFP is issued to obtain the services necessary to satisfy the requirements defined in Section 3 - Scope of Work. All CATS+ Master Contractors approved to perform work in the Functional Area under which this TORFP is released shall respond to this TORFP with either a Task Order (TO) Proposal to this TORFP or a Master Contractor Feedback form (See Section 4).

Solicitation Title:	MHEC Microsoft SQL Server 2012 Configuration Expansion
Solicitation Number (TORFP #):	R00B7400067
Functional Area:	Functional Area 5 – Software Engineering
Issue Date:	06/20/2017
Questions Due Date and Time:	07/10/2017 at 5:00 PM Local Time
Closing Date and Time:	08/02/2017 at 2:00 PM Local Time
TO Requesting Agency:	Maryland State Department of Education (MSDE)
Send Proposals to:	June Dwyer june.dwyer@maryland.gov <i>E-mail submission strongly preferred.</i>
Send Questions to (e-mail only)	june.dwyer@maryland.gov
TO Procurement Officer:	June Dwyer Office Phone Number: 410-767-0116
TO Manager:	Chandra Haislet Office Phone Number: 410-767-0025 e-mail address: chandra.haislet@maryland.gov
TO Type:	Time and materials
Period of Performance:	One (1) year base period and one (1) one-year option period
MBE Goal:	15% overall with no sub goals.
VSBE Goal:	0%
Small Business Reserve (SBR):	No
Primary Place of Performance:	Maryland Higher Education Commission (MHEC) 6 North Liberty Street Baltimore, MD 21201
TO Pre-proposal Conference:	MSDE – Nancy Grasmick Education Building 200 West Baltimore Street- 8 th floor conference room 3 Baltimore, MD 21201 07/07/2017 at 10:00 AM Local Time See Attachment 6 for directions.

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SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT

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

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

1.2 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the TO:

- A. **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.
- B. **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, and for ensuring compliance with the terms and conditions of the CATS+ Master Contract. The TO Manager may designate one or more persons to act as his representative in connection with the foregoing activities.

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.

- C. **TO Contractor** – The TO Contractor is the CATS+ Master Contractor awarded this TO. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- D. **TO Contractor Manager** – The 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 resolution of any issues that may arise pertaining to the TO Contractor Personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.
- E. **TO Contractor Personnel** – Any official, employee, agent, Subcontractor, or Subcontractor agents of the TO Contractor who is involved with the TO over the course of the TO period of performance.
- F. **Key Personnel** – A subset of TO Contractor Personnel whose departure during the performance period, will, in the State’s opinion, have a substantial negative impact on TO performance. Key personnel proposed as part of the TO Proposal shall start as of TO Agreement issuance unless specified otherwise in this TORFP or the Offeror’s TO Technical Proposal. Key Personnel may be identified after TO award.

1.3 TO AGREEMENT

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

1.4 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of an e-mail TORFP submission is determined by the date and time of arrival of all required files in the TO Procurement Officer's e-mail inbox. In the case of a paper TO Proposal submission, Offerors shall take such steps necessary to ensure the delivery of the paper submission by the date and time specified in the Key Information Summary Sheet and as further described in Section 4.

Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, Proposals received by the TO Procurement Officer after the due date will not be considered.

1.5 ORAL PRESENTATIONS/INTERVIEWS

All Offerors and proposed TO Contractor Personnel will be required to make an oral presentation to State representatives in the form of oral presentations with interviews during orals. 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 is awarded to the Master Contractor. The TO Procurement Officer will notify Master Contractor of the time and place of oral presentations with interviews during orals.

Interviews, which are a type of oral presentation, will be performed by phone or in person for all Offerors meeting minimum qualifications. All candidates shall be interviewed in substantially the same manner. The Procurement Officer shall, for each round of interviews, determine whether phone or in-person interviews will be utilized.

1.6 QUESTIONS

All questions must be submitted via e-mail 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.

The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the Department unless the TORFP is expressly amended. Nothing in any response to any questions is to be construed as agreement to or acceptance by the Department of any statement or interpretation on the part of the entity asking the question.

1.7 TO PRE-PROPOSAL CONFERENCE

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

Seating at the 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 conference summary will be distributed via e-mail 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 e-mail 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.

1.8 CONFLICT OF INTEREST

The TO Contractor 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 Offeror 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 an Offeror's TO Proposal under COMAR 21.06.02.03B.

Master Contractors should be aware that the State Ethics Law, Md. Code Ann., General Provisions Article, Title 5, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

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

1.9 LIMITATION OF LIABILITY

The TO Contractor's liability is limited in accordance with Section 27 of the CATS+ Master Contract. TO Contractor's liability under Section 27(c) of the CATS+ Master Contract for this TORFP is limited to one (1) times the total TO Agreement amount.

1.10 CHANGE ORDERS

If the TO Contractor is required to perform work beyond the scope of Section 3 of this TORFP, or there is a work reduction due to unforeseen scope changes, a TO Change Order is required. The TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change. No scope of work changes shall be performed until a change order is approved by DoIT and executed by the TO Procurement Officer.

1.11 TRAVEL REIMBURSEMENT

Expenses for travel and other costs shall not be reimbursed.

1.12 MINORITY BUSINESS ENTERPRISE (MBE)

This TORFP has MBE goals and sub-goals as stated in the Key Information Summary Sheet above.

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 4 TO 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.**

In 2014, Maryland adopted new regulations as part of its Minority Business Enterprise (MBE) program concerning MBE primes. Those new regulations, which became effective June 9, 2014 and are being applied to this task order, provide that when a certified MBE firm participates as a prime contractor on a contract, an agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own forces toward fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract. Please see the attached MBE forms and instructions.

1.12.1 MBE PARTICIPATION REPORTS

MSDE will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements.

- A) 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.
- B) The TO Contractor shall provide a completed MBE Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment 2-4A) and, if applicable, MBE Prime Contractor Report (Attachment 2-4B) to the TO Requesting Agency at the same time the invoice copy is sent.
- C) The TO Contractor shall ensure that each MBE subcontractor provides a completed Subcontractor Paid/Unpaid MBE Invoice Report (Attachment 2-5).
- D) Subcontractor reporting shall be sent directly from the subcontractor to the TO Requesting Agency. The TO Contractor shall e-mail all completed forms, copies of invoices and checks paid to the MBE directly to the TO Manager.

1.13 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)

This TORFP has a VSBE goal of 0% as stated in the Key Information Summary Sheet above.

1.14 NON-DISCLOSURE AGREEMENT

1.14.1 NON-DISCLOSURE AGREEMENT (OFFEROR)

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

1.14.2 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

Certain system documentation may be required by the TO in order to fulfill the requirements of the TO Agreement. The TO Contractor and TO Contractor Personnel who review such documents will be required to sign a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 10.

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.

All TO Proposals shall be accompanied by a completed Living Wage Affidavit of Agreement, Attachment 12 of this TORFP.

1.16 IRANIAN NON-INVESTMENT

All TO Proposals shall be accompanied by a completed Certification Regarding Investments in Iran, Attachment 15 of this TORFP.

1.17 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

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

Attachment 11 is a sample of the TO Contractor Self-Reporting Checklist. DoIT may send initial checklists out to applicable/selected TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the form. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

1.18 MERCURY AND PRODUCTS THAT CONTAIN MERCURY

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

1.20 DEFINITIONS

Business Day	Monday through Friday (excluding State holidays)
Division of Curriculum, Assessment and Accountability (DCAA)	The branch within MSDE that manages and oversees curriculum, assessment and accountability in the state of Maryland public secondary schools.
Handle	(As relates to data) Collect, store, transmit, have access to data
Information System	A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information
Information Technology (IT)	All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services
IHE	Institution of Higher Education
Local Time	Time in the Eastern Time zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such
Maryland Higher Education Commission (MHEC)	The Agency requiring this TOFRP staffing and deliverables
Maryland State Department of Education (MSDE)	The Agency releasing this TORFP

Normal State Business Hours	Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays
Notice to Proceed (NTP)	A written notice from the TO Procurement Officer that work on the Task Order, project or Work Order shall begin on a specified date. Additional NTPs may be issued by either the TO Procurement Officer or the TO Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
NTP Date	The date specified in an NTP for work on the Task Order, project or Work Order to begin
Offeror	A Master Contractor that submits a proposal in response to this TORFP
Personally Identifiable Information (PII)	Any information about an individual maintained by the State, including (1) any information that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information
Project Management Body of Knowledge (PMBOK)	A set of standard terminology and guidelines for project management
Protected Health Information (PHI)	Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
Security Incident	A violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies, or standard security practices. “Imminent threat of violation” is a situation in which the organization has a factual basis for believing that a specific incident is about to occur.
Security or Security Measures	The technology, policy and procedures that a) protect and b) control access to networks, systems, and data

Sensitive Data	Means PII; PHI; information about an individual that (1) can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information; or other proprietary or confidential data as defined by the State, including but not limited to "personal information" under Md. Code Ann., Commercial Law § 14-3501(d) and Md. Code Ann., St. Fin. & Proc. § 10-1301(c).
Service Level Agreement (SLA)	Measurable levels governing TO Contractor performance and establishing associated liquidated damages for failure to meet those performance standards
SLA Activation Date	The date on which SLA charges commence under this Task Order, which may include, but not be limited to, the date of (a) completion of Transition In, (b) a delivery, or (c) releases of work.
State Longitudinal Data System (SLDS)	System designed to help districts, schools, and teachers make informed, data-driven decisions to improve student learning.
State	The State of Maryland
Subcontractor	An agent, service provider, supplier, or vendor selected by the TO Contractor to provide subcontracted services or products under the direction of the TO Contractor or other Subcontractors, and including any direct or indirect Subcontractors of a Subcontractor. Subcontractors are subject to the same terms and conditions as the TO Contractor.
System	<p>All services and activities necessary to fully support the Maryland State Longitudinal Data Systems (SLDS) program as an Information System, described as services and/or products in this TORFP, to include non-technical items and other manual processes. This definition of System includes all System Source Materials developed as a result of this Task Order.</p> <p>All Upgrades and regulatory updates shall be provided at no additional cost to the State.</p>
System Availability	The period of time the System will work as required including non-operational periods associated with reliability, maintenance, and logistics.

System Source Materials	<p>Those materials necessary to wholly reproduce and fully operate the most current version of the System in a manner equivalent to the original System including, but not limited to:</p> <ul style="list-style-type: none"> a) The executable instructions in their high level, human readable form and a version that is in turn interpreted, parsed and or compiled to be executed as part of the computing system ("source code"). This includes source code created by the Contractor or Subcontractor(s) and source code that is leveraged or extended by the Contractor for use in the project. b) All associated rules, reports, forms, templates, scripts, data dictionaries and database functionality. c) All associated configuration file details needed to duplicate the run time environment as deployed in the current deployed version of the system. d) All associated design details, flow charts, algorithms, processes, formulas, pseudo-code, procedures, instructions, help files, programmer's notes and other documentation. e) A complete list of third party, open source, or commercial software components and detailed configuration notes for each component necessary to reproduce the system (e.g., operating system, relational database, and rules engine software). f) All associated user instructions and/or training materials for business users and technical staff
Task Order (TO)	The scope of work described in this TORFP
Task Order Agreement	The contract awarded to the successful Offeror pursuant to this Task Order Request for Proposals, the form of which is attached to this TORFP as Attachment 3
TO Proposal	As appropriate, either or both an Offeror's Technical or Financial Proposal to this TORFP
TO Request for Proposals (TORFP)	This Task Order Request for Proposal, including any amendments / addenda thereto
Technical Safeguards	The technology and the policy and procedures for its use that protect Sensitive Data and control access to it
Total Evaluated Price	The Offeror's total proposed price for products/services proposed in response to this solicitation, included in the TO Price Sheet, and used in the financial evaluation of TO Proposals

Veteran-owned Small Business Enterprise (VSBE)	A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13 and http://www.vetbiz.gov .
Work Order	A subset of work authorized by the TO Manager performed under the general scope of this TORFP, which is defined in advance of fulfillment, and which may not require a change order. Except as otherwise provided, any reference to the TO shall be deemed to include reference to a Work Order.
Working Day(s)	Same as “Business Day”

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SECTION 2 - COMPANY AND PERSONNEL QUALIFICATIONS

2.1 MINIMUM QUALIFICATIONS

2.1.1 OFFEROR'S PERSONNEL MINIMUM QUALIFICATIONS

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

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

Master Contractors may only propose **three (3) Key Personnel** in response to this TORFP:

1. **Applications Programmer**
2. **Database Management Specialist (Senior)**
3. **Subject Matter Expert – Business Analyst**

2.2 TO PERSONNEL EXPERIENCE AND CERTIFICATIONS

The following TO Personnel experience and certifications are preferred and will be evaluated as part of the Offeror's technical proposal.

Applications Programmer:

- ✓ Experience working as an Applications Programmer in an Oracle to Microsoft SQL Server 2012 development project
- ✓ Active Microsoft Certified Solutions Associate (MCSA) in SQL Server 2012

Database Management Specialist (Senior):

- ✓ Experience working as a Database Management Specialist in an Oracle to Microsoft SQL Server 2012 development project
- ✓ Active Microsoft Certified Solutions Associate (MCSA) in SQL Server 2012

Business Analyst:

- ✓ Experience working as a Business Analyst in an Oracle to Microsoft SQL Server 2012 development project

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SECTION 3 - SCOPE OF WORK

3.1 PURPOSE

MSDE is issuing this CATS+ TORFP to obtain Microsoft SQL Server 2012 consulting and technical services in accordance with the scope of work described in this Section 3. The scope of the Task Order includes supporting the Maryland Higher Education Commission (MHEC) to replicate existing Oracle reports in SQL, and create new reports and dashboards on postsecondary education.

As part of the evaluation of the proposal for this TO, Master Contractors shall propose exactly **three (3) Key Personnel** to meet the needs of the TO Requesting Agency.

MSDE expects the proposed Key Personnel to be available as of the start date specified in the Notice To Proceed (NTP).

This CATS+ TORFP is issued to acquire the services of the following roles:

1. Applications Programmer (one available as of NTP)
2. Database Management Specialist, Senior (one available as of NTP)
3. Business Analyst (one available as of NTP)

MSDE intends to award this Task Order to **one (1) Master Contractor** that proposes a team of **three (3) Key Personnel** resources that can best satisfy the TO requirements.

3.2 REQUESTING AGENCY BACKGROUND

MSDE:

MSDE is a State agency that was established in 1916, and is overseen by The State Board of Education, to provide for the “general care and supervision of public education” in Maryland. MSDE is currently made up of 16 Divisions that oversee, develop, and support the delivery of PreK-12 education through 24 county school systems. MSDE exemplifies energetic leadership and innovative products and services to improve public education, library services, and rehabilitation services. The Agency receives funds from the U.S. Department of Education and other entities to implement educational reforms in Maryland and improve the collection and dissemination of information on school and student performance. Since 2006, MSDE has partnered with higher education and workforce agencies to implement State Longitudinal Data Systems (SLDS). The Maryland Higher Education Commission (MHEC) serves as the postsecondary partner for SLDS development.

MHEC:

MHEC coordinates the growth and development of post-secondary education in Maryland. In keeping with the goals outlined in the State Plan for Postsecondary Education, the Commission establishes statewide policies for public and private colleges and universities, and for private career schools. The Commission reviews and approves the start-up and continuation of new colleges and universities in Maryland as well as requests for new academic programs at established schools. Additionally, MHEC serves as the administrator for state financial aid programs, and is active in outreach regarding financial aid programs and other relevant information concerning institutions of higher learning, including trade schools.

2015 SLDS Grant:

The 2015 SLDS grant projects focus on *Evaluation and Research* and *Instructional Support* Priority Areas. This collaborative initiative has been developed through engagement with the Maryland State

Department of Education (MSDE), Maryland Longitudinal Data System Center (MLDSC), Maryland Higher Education Commission (MHEC), and Maryland Department of Labor, Licensing and Regulation (DLLR).

Maryland has been successful in expanding and improving the PK12 & P20W data warehouses over the last several years with the aid of SLDS and RTTT federal grants. Recent enhancements include Master Data Management (MDM) identity matching capabilities in the P20W data system, expanded data collections including Private Career Schools, GED, Early Childhood, and business intelligence dashboard analytics. Both the PK12 and the P20W SLDS have a similar goal to support research, evaluation and the use of the data to improve educational outcomes for all students.

This grant is focused on providing and facilitating access to SLDS data, building capacity for utilizing SLDS data, and implementing strategies to support continuous improvement. The MHEC SLDS Project 2.8, *Develop Reporting on Postsecondary Distance Education*, supports increased utilization and improved outcomes for students and the workforce by building dashboards to support postsecondary instructional program decisions.

3.3 PROJECT BACKGROUND

MHEC is currently transitioning from Oracle to Microsoft SQL Server 2012 as the agency enterprise database platform. For more than forty years, the State of Maryland has collected data (enrollment, degree, financial aid, etc.) on postsecondary institutions through a regular system of collections known as Maryland Annual Collections 2 (MAC2).

After the recent expansion of data formats, MHEC pursued migration from its legacy system to a more flexible infrastructure and sought an Oracle solution to satisfy the need. However, the expense and complexities of Oracle over time, gave cause to secure Microsoft SQL Server 2012 as an alternative and comparable platform solution. During this same time period, the State of Maryland Department of Information Technology (DoIT) began an Enterprise Model initiative of which MHEC was one of the first participants. MHEC now receives external technical support from the enterprise as opposed to using previous internal resources.

MHEC data has been migrated from Oracle to Microsoft SQL Server 2012 and mapped accordingly. However, MHEC requests that the TO Contractor review the process with the MHEC Database Administrator to confirm that best practices have been followed. The MHEC project team members that will be working with the TO Contractor Key Personnel are the:

- Director of IT
- Database Administrator
- IT Programmer Analyst

MHEC currently performs data collections in a hybrid environment, using the legacy system primarily for reporting purposes and also functions in the SQL server environment for data collection processing. The objective of this CATS+TORFP is to secure SQL Server database and reporting expertise for completion of SQL Server architecture design and reporting for all data collection systems. The Business Analyst resource will be responsible for gathering and documenting new requirements to support the design and development for the new reports and dashboards to be created (see Attachments 18-20 for MHEC Oracle reports to be replicated in SQL and Sample Legacy Reports 1 & 2).

The three TO Contractor Personnel will report to the SLDS PM that manages the 2015 SLDS grant projects and perform their daily work in collaboration with the MHEC IT project team for the term of this Task Order. During the term of this Task Order, DoIT will furnish hosting services, including the following:

1. Server updates
2. Backups
3. Disaster recovery

3.4 PROFESSIONAL DEVELOPMENT

Any TO Personnel provided under this TORFP shall maintain any required professional certifications for the duration of the resulting TO.

3.5 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

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

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

The foregoing may include, but are not limited to, the following policies, guidelines and methodologies that can be found at the DoIT site

(<http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>).

- A. The State of Maryland System Development Life Cycle (SDLC) methodology. See templates <http://doit.maryland.gov/sdlc/Pages/Templates.aspx>
- B. The State of Maryland Information Technology Security Policy and Standards
- C. The State of Maryland Information Technology Non-Visual Access Standards
- D. The TO Contractor shall follow project management methodologies consistent with the Project Management Institute's Project Management Body of Knowledge Guide.
- E. TO Contractor assigned personnel shall follow a consistent methodology for all TO activities.
- F. The State's Information Technology Project Oversight Policies for any work performed under this TORFP for one or more Major IT Development Projects (MITDPs)

3.6 REQUIREMENTS

3.6.1 TO CONTRACTOR RESPONSIBILITIES

The TO Contractor shall provide staffing and resources to fully supply the following services as identified in this Section 3.6 Requirements:

- A. Staffing TO Contractor Personnel requirements as described in Section 2 – Company and Personnel Qualifications
- B. Technical Support Services as generally described in Section 3.3 Project Background and more specifically detailed in Section 3.6.2 TO Contractor Personnel Duties and Responsibilities
- C. Configure and maintain custom source code in a version control library in a tool MHEC will provide. Offeror to describe any recommended tools and experience with such tools in TO Technical Proposal. TO Contractor shall be responsible for appropriate labeling of all configuration items, including packaging and labeling deployment versions of compiled code and associated deployment instructions, backout instructions.

- D. Configure and maintain a list of issues and defects in a tool MHEC will provide. Offeror to describe recommended tool.
- E. Configure and maintain a list of requested changes in a tool MHEC will provide. Offeror to describe recommended tool.
- F. Maintain in-process requirements and design documentation in the version control library.

3.6.2 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

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

- A. Troubleshooting (actual problem resolution may be under non-recurring duties below)
- B. Applications programming
- C. Database maintenance
- D. User support
- E. Oracle to Microsoft SQL Server 2012 technical services to MHEC IT project team
- F. Replication of Oracle reports in Microsoft SQL Server 2012 (see Attachments 18-20 for a list of MHEC reports to be replicated and two sample reports)
- G. Post-secondary dashboard development to support SLDS Project 2.8, *“Develop Reporting on Postsecondary Distance Education”*
- H. Activity reporting as requested by the TO Manager
- I. Other duties as assigned by the TO Manager
- J. The TO Contractor shall be responsible for developing new reports and system enhancements as requested by MHEC

Offerors shall describe how new reports shall be defined, developed, and tested to support MHEC needs under this Task Order. Note that the State is interested in approaches that leverage iterative approaches to developing solutions, and will be evaluated higher than those with only “waterfall” or other non-iterative experience.

Post-implementation Operations and Maintenance activities will be managed by MHEC IT personnel.

3.6.3 FUNCTIONAL / BUSINESS REQUIREMENTS

ID #	Functional / Business Requirements	Associated Deliverable ID # from Section 3.8.4 below as applicable
3.6.3.1	Weekly status reports to the SLDS Project Manager, who will develop and update (weekly) the integrated project schedule and milestone deliverables for the TO.	3.8.4.1

3.6.4 TECHNICAL REQUIREMENTS

ID #	Technical Requirements	Associated Deliverable ID # from Section 3.8.4 below as applicable
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ID #	Technical Requirements	Associated Deliverable ID # from Section 3.8.4 below as applicable
3.6.4.1	<p>Requirements Analysis Activities:</p> <ul style="list-style-type: none"> a. Interviews with SLDS project stakeholders to define and document requirements for postsecondary dashboards. b. Business, Functional, and Technical Requirements elaboration and documentation to support iterative Design and Development activities. c. Iterative elaboration of system requirements. 	3.8.4.2 – 3.8.4.4
3.6.4.2	<p>Design Activities:</p> <p>Microsoft SQL Server 2012 applications solutions architecture and database structure design activities that support an iterative methodology.</p>	3.8.4.2 – 3.8.4.4
3.6.4.3	<p>Development Activities:</p> <p>Microsoft SQL Server 2012 applications programming activities.</p>	3.8.4.2 – 3.8.4.4
3.6.4.4	<p>Test Activities:</p> <ul style="list-style-type: none"> a. Microsoft SQL Server 2012 applications testing activities, including Unit Testing and User Acceptance Testing. b. Coordination with MHEC IT for all integration and testing activities.. 	3.8.4.2 – 3.8.4.4
3.6.4.5	<p>Implementation Activities:</p> <ul style="list-style-type: none"> a. Oracle report replication in Microsoft SQL Server 2012 (See Attachments 18-20 for a list of reports and two sample reports.) b. Post-secondary dashboard development to support SLDS Project 2.8, “<i>Develop Reporting on Postsecondary Distance Education</i>”. 	3.8.4.2 – 3.8.4.4
3.6.4.6	<p>Microsoft SQL Server 2012 Technical:</p> <ul style="list-style-type: none"> a. The TO Contractor shall provide services and develop within the current MHEC environment using SQL Server 12.0, SQL Server Reporting Services, and SQL Server Data Tools as needed. b. The Offeror can assume that MHEC’s IT and research users will have a State-standard desktop with Windows 7.0, Office 2010 (but not Outlook), Chrome, 	3.8.4.2 – 3.8.4.5, 3.8.4.7

ID #	Technical Requirements	Associated Deliverable ID # from Section 3.8.4 below as applicable
	IE11, network connectivity and access to SQL Server Management Studio 12.0. Users do not have administrative rights.	
3.6.4.7	<p>Data:</p> <ul style="list-style-type: none"> a. The TO Contractor shall work with internal agency IT staff to define technical requirements that support data collection systems, table structures and data report creations. b. Data, databases, and derived data products created, collected, or manipulated as part of the TO Agreement shall become property of the State. The Requesting Agency is considered the custodian of the data and shall determine the use, access, distribution, and other conditions based on appropriate State statutes and regulations. c. The TO Contractor shall review existing data and reports to determine requirements and specifications for custom reporting features using SQL Server Reporting Server and other SQL Data tools. 	3.8.4.2 – 3.8.4.5, 3.8.4.7
3.6.4.8	<p>Custom Source Code:</p> <ul style="list-style-type: none"> a. For all custom software provided to the State, the TO Contractor shall provide the source code and source code documentation directly to the State in a form acceptable to the State following the terms of the contract. b. The State shall have the right to audit custom software source code and corresponding software source code documentation for each software product that comprises the solution. If performed, this audit shall be scheduled at a time convenient for the parties to be present. The State shall be provided with software or other tools required to view all software. c. The TO Contractor shall provide the current source code and documentation for all custom software to the State at the time of TO Agreement Transition-Out. 	3.8.4.2 – 3.8.4.5, 3.8.4.7

3.6.5 BACKUP / DISASTER RECOVERY

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

3.7 PERFORMANCE AND PERSONNEL

3.7.1 WORK HOURS

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

3.7.2 DIRECTED PERSONNEL REPLACEMENT

- A. The TO Manager may direct the TO Contractor to replace any TO Contractor Personnel who, in the sole discretion of the TO Manager, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law or Department, Contract, or Task Order requirement.
- B. If deemed appropriate in the discretion of the TO Manager, the TO Manager shall give written notice of any TO Contractor Personnel performance issues to the TO Contractor, describing the problem and delineating the remediation requirement(s). The TO Contractor shall provide a written Remediation Plan within three (3) days of the date of the notice. If the TO Manager rejects the Remediation Plan, the TO Contractor shall revise and resubmit the plan to the TO Manager within five (5) days of the rejection, or in the timeframe set forth by the TO Manager in writing. Once a Remediation Plan has been accepted in writing by the TO Manager, the TO Contractor shall immediately implement the Remediation Plan.
- C. Should performance issues persist despite the approved Remediation Plan, the TO Manager will give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the removal and replacement of the

TO Contractor Personnel whose performance is at issue. A request for a new Remediation Plan will follow the procedure described in Section 3.7.2B.

- D. In circumstances of directed removal, the TO Contractor shall provide a suitable replacement for TO Manager approval within fifteen (15) days of the date of the notification of directed removal, or the actual removal, whichever occurs first, or such earlier time as directed by the TO Manager in the event of a removal on less than fifteen days notice
- E. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described above. However, the TO Manager reserves the right to direct immediate personnel replacement without utilizing the remediation procedure described above.
- F. Replacement or substitution of TO Contractor Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Task Order or which otherwise may be available at law or in equity.

3.7.3 SUBSTITUTION OF PERSONNEL

3.7.3.1 PRIOR TO AND 30 DAYS AFTER TASK ORDER EXECUTION

Prior to Task Order Execution or within thirty (30) days after Task Order Execution, the Offeror may substitute proposed Key Personnel only under the following circumstances: vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an Extraordinary Personnel Event, or death of such personnel. To qualify for such substitution, the Offeror must describe to the State's satisfaction the event necessitating substitution and must demonstrate that the originally proposed personnel are actual full-time direct employees with the Offeror (subcontractors, temporary staff or 1099 contractors do not qualify). Proposed substitutions shall be of equal caliber or higher, in the State's sole discretion. Proposed substitutes deemed by the State to be less qualified than the originally proposed individual may be grounds for pre-award disqualification or post-award termination.

An Extraordinary Personnel Event – means Leave under the Family Medical Leave Act; an incapacitating injury or incapacitating illness; or other circumstances that in the sole discretion of the State warrant an extended leave of absence, such as extended jury duty or extended military service.

3.7.3.2 SUBSTITUTION POST 30 DAYS AFTER TASK ORDER EXECUTION

The procedure for substituting personnel after Task Order execution 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 individual specifying the intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.
- C) Proposed substitute individual shall be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute personnel and may require that such interviews be in person. After the interview, the TO Manager shall notify the

TO Contractor of acceptance or denial of the requested substitution. If no acceptable substitute personnel is proposed within the time frame established by the TO Manager, the TO Agreement may be cancelled.

3.7.4 PREMISES AND OPERATIONAL SECURITY

- A) Within forty five (45) days after NTP, TO Contractor Personnel to be assigned to perform work under the resulting Task Order shall be required to submit background check certification to MSDE from recognized Law Enforcement Agencies, including the FBI. TO Contractor shall be responsible for ensuring that TO Contractor Personnel background check certifications are renewed annually, and at the sole expense to the TO Contractor. MSDE reserves the right to disqualify any TO Contractor employees or subcontractors whose background checks suggest conduct, involvements, and/or associations that MSDE determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this TORFP. MSDE reserves the right to perform additional background checks on TO Contractor Personnel.
- B) Further, TO Contractor Personnel may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Contractor Personnel to be accompanied while on secured premises.
- C) TO Contractor Personnel shall, while on State premises, display their State issued identification cards without exception.
- D) TO Contractor Personnel shall follow the State of Maryland IT Security Policy and Standards throughout the term of the TO Agreement.
- E) The State reserves the right to request that the TO Contractor submit proof of employment authorization for non-United States citizens, prior to commencement of TO Contractor Personnel work under the Task Order.
- F) TO Contractor shall remove any TO Contractor Personnel from working on the resulting TO Agreement where the State of Maryland determines that said TO Contractor Personnel has not adhered to the security requirements specified herein.
- G) The cost of complying with all security requirements specified herein are the sole responsibility and obligation of the TO Contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.
- H) TO Contractor shall complete a criminal background check prior to any individual TO Contractor Personnel being assigned work on the project. TO Contractor shall provide a Criminal Background Check Affidavit (Attachment 17) within 45 days of notice to proceed.

3.7.5 WORK SPACE, WORKSTATIONS, NETWORK CONNECTIVITY AND SOFTWARE

MHEC will provide all necessary office space, network connectivity and required workstation hardware/software necessary to complete the requirements of this Task Order.

3.8 DELIVERABLES

3.8.1 DELIVERABLE SUBMISSION

For every deliverable the TO Contractor shall submit by e-mail an Agency Deliverable Product Acceptance Form (DPAF), provided as Attachment 8, to the TO Manager in MS Word (2010 or greater).

Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project and/or Microsoft Visio versions 2010 or later. At the TO Manager's discretion, the TO Manager may request one hard copy of a written deliverable.

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

For any written deliverable, the TO Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in Section 3.8.3. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in Section 3.8.3.

3.8.2 DELIVERABLE ACCEPTANCE

A final deliverable shall satisfy the scope and requirements of this TORFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in Section 3.8.4 Deliverable Descriptions/Acceptance Criteria.

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

The TO Manager will issue to the TO Contractor a notice of acceptance or rejection of the deliverable in the DPAF (Attachment 8). Following the return of the DPAF indicating "Accepted" and signed by the TO Manager, the TO Contractor shall submit a proper invoice in accordance with the procedures in Section 3.10 Invoicing.

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

At the TO Manager's discretion, subsequent project tasks may not continue until deliverable deficiencies 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.

3.8.3 MINIMUM DELIVERABLE QUALITY

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

Each deliverable shall meet the following minimum acceptance criteria:

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

- D) In each section of the deliverable, include only information relevant to that section of the deliverable.
- E) Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
- F) Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
- G) Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.

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

3.8.4 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

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

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
3.8.4.1	Weekly status reports to the SLDS Project Manager in order to develop and update (weekly) the integrated project schedule and milestone deliverables for the TO.	<ul style="list-style-type: none"> a. Weekly progress b. Planned tasks for the next week c. Milestone deliverables status d. Risks and issues <p>All documents in Word 2010 or later or Excel 2010 or later versions.</p>	Initial Delivery: NTP+ 5 Business Days Updates: Weekly
3.8.4.2	Oracle Report Replication in MS SQL Server 2012	See Attachments 18-20 for a list of reports and two sample reports.	Initial delivery and updates on a schedule agreed upon by MHEC
3.8.4.3	New Reports in MS SQL Server 2012	Meeting the requirements defined in 3.6.1-3.6.4.	Initial delivery and updates on a schedule agreed upon by MHEC
3.8.4.4	New Post-secondary education dashboards in MS SQL Server 2012	Meeting the requirements defined in 3.6.1-3.6.4.	Initial delivery and updates on a schedule agreed upon by MHEC

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
3.8.4.5	Custom Source Code as defined in 3.6.4.8	Acceptance Criteria TBD by MHEC CIO and TO Contractor during the Kickoff Meeting. All documents in Word 2010 or later or Excel 2010 or later versions.	Due dates for each artifact TBD by TO Manager and TO Contractor. TO Contractor to propose format for each artifact with draft and final versions to be approved by the TO Manager.
3.8.4.6	Transition-In Activities	a. Kickoff Meeting b. Timekeeping process with detailed work logs in Excel 2010 format	a. NTP + 3 Business Days b. NTP + 10 Business Days with updates every 15th and last day of each month
3.8.4.7	Knowledge Transfer Activities (Sustainability)	TO Contractor to provide final versions of all applicable TO artifacts to MHEC, and propose a transition training plan with MHEC users and OIT staff as part of a formal transition plan	Due dates for each artifact TBD by TO Manager and TO Contractor. TO Contractor to propose format for each artifact with draft and final versions to be approved by the TO Manager. Updates: At least monthly.
3.8.4.8	Transition-Out Activities	TO Closing Meeting with MHEC CIO and TO Manager	To be scheduled at the completion of the TO or project deliverables final acceptance. Due date TBD by TO Manager and TO Contractor.

3.9 WORK ORDER PROCESS

- A) Additional services will be provided via a Work Order process. A Work Order may be issued for time and materials (T&M) pricing. T&M Work Orders will be issued in accordance with pre-approved Labor Categories with the fully loaded rates proposed in Attachment 1.
- B) The TO Manager shall e-mail a Work Order Request (See Attachment 16) to the TO Contractor to provide services or resources that are within the scope of this TORFP. The Work Order Request will include:
- 1) Technical requirements and description of the service or resources needed
 - 2) Performance objectives and/or deliverables, as applicable
 - 3) Due date and time for submitting a response to the request

- 4) Required place(s) where work must be performed
- C) The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
- 1) A response that details the TO Contractor's understanding of the work;
 - 2) A price to complete the Work Order Request using the format provided in Attachment 16;
 - 3) A description of proposed resources required to perform the requested tasks, with CATS+ labor categories listed in accordance with Attachment 1;
 - 4) An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks;
 - 5) State-furnished information, work site, and/or access to equipment, facilities, or personnel; and
 - 6) The proposed personnel resources, including any subcontractor personnel, to complete the task.
- D) For a T&M Work Order, the TO Manager will review the response and will confirm the proposed labor rates are consistent with this TORFP. For a fixed price Work Order, the TO Manager will review the response and will confirm the proposed prices are acceptable.
- E) The TO Manager may contact the TO Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the TO Procurement Officer for a determination of compliance with the TO and a determination whether a change order is appropriate. Written TO Procurement Officer approval is required before Work Order execution by the State.
- F) Proposed personnel on any type of Work Order shall be approved by the TO Manager. The TO Contractor shall furnish resumes of proposed personnel specifying the labor category from the CATS+ Labor Categories proposed in the TO Proposal. The TO Manager shall have the option to interview the proposed personnel and, in the event of an interview or not, shall notify the TO Contractor of acceptance or denial of the personnel.
- G) Performance of services under a Work Order shall commence consistent with an NTP issued by the TO Manager for such Work Order.

3.10 INVOICING

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract.

Proper invoices for payment shall be submitted to the TO Manager for payment approval as described below. Invoices shall be submitted monthly.

3.10.1 INVOICE SUBMISSION PROCEDURE

- A) Proper invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, "MSDE" as the recipient, date of invoice, TO Agreement number, invoiced item description, invoiced item number (e.g., "2.7.4.1."), period of performance covered by the invoice, a total invoice amount, and a TO Contractor point of contact with telephone number.
- B) All invoices submitted for payment shall be accompanied by signed notice(s) of acceptance as described below. Payment of invoices will be withheld if the appropriate signed acceptance form documentation is not submitted.

- 1) To be considered a proper T&M invoice (for Task Order requirements and for T&M Work Orders issued under this Task Order) the TO Contractor shall include with the signed invoice a signed DPAF for each deliverable being invoiced and signed timesheet as described in 3.10.3. Include for each person covered by the invoice the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount and a copy of each person's timesheet for the period signed by the TO Manager.
 - 2) To be considered a proper Fixed Price invoice (for Task Order requirements and for fixed price Work Orders issued under this Task Order) the TO Contractor shall include with the signed invoice a signed DPAF (Attachment 8) for each deliverable invoiced. Payment will only be made upon completion and acceptance of the deliverables as defined in Section 3.8.
- C) The TO Contractor shall mail the original of each invoice and signed notice(s) of acceptance to the TO Requesting Agency at address: MSDE Accounts Payable, 200 West Baltimore Street, Baltimore, MD 21201, with a copy to the TO Manager.
 - D) 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.

3.10.2 For the purposes of this Task Order an amount will not be deemed due and payable if:

- A) The amount invoiced is inconsistent with the Task Order Agreement.
- B) The proper invoice has not been received by the party or office specified in the Task Order Agreement.
- C) The invoice or performance under the contract is in dispute or the TO Contractor has failed to otherwise comply with the provisions of the Task Order Agreement
- D) The item or services have not been accepted.
- E) The quantity of items delivered is less than the quantity ordered.
- F) The items or services do not meet the quality requirements of the Task Order
- G) If the Contract provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule contained in the agreement
- H) If the Contract provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have not been met.
- I) The Contractor has not submitted satisfactory documentation or other evidence reasonably required by the TO Procurement Officer or by the contract concerning performance under the Task Order Agreement and compliance with its provisions.

3.10.3 TIME SHEET SUBMISSION AND ACCEPTANCE

Time sheets shall be submitted to the TO Manager prior to invoicing. The TO Manager shall sign the timesheet to indicate authorization to invoice.

Within three (3) business days after the 15th and last day of the month, the TO Contractor shall submit a semi-monthly timesheet for the preceding half month providing data for all resources provided under the TO.

At a minimum, each semi-monthly timesheet shall show:

- A) Title: “Time Sheet for MHEC Microsoft SQL Server 2012 Configuration Expansion”
- B) Issuing company name, address, and telephone number
- C) For each employee /resource:
 - a) Employee / resource name
 - b) For each Period ending date, e.g., “Period Ending: mm/dd/yyyy” (Periods run 1st through 15th and 16th through last day of the month.
 - (1) Tasks completed that week and the associated deliverable names and ID#s
 - (2) Number of hours worked each day
 - (3) Total number of hours worked that Period
 - (4) Weekly variance above or below 40 hours
 - (5) Annual number of hours planned under the TO
 - (6) Annual number of hours worked to date
 - (7) Balance of hours remaining
 - (8) Annual variance to date (Sum of periodic variances)
- D) Signature and date lines for the TO Manager

3.11 RETAINAGE

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

3.12 SOC 2 TYPE II AUDIT

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

3.13 INSURANCE

Offeror shall confirm that, as of the date of its proposal, the insurance policies incorporated into its Master Contract are still current and effective at the required levels (See Master Contract Section 2.7).

The Offeror shall also confirm that any insurance policies intended to satisfy the requirements of this TORFP are issued by a company that is licensed to do business in the State of Maryland. The recommended awardee must provide a certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this Section 3.13 “Insurance” within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts the TO Contractor shall update certificates of insurance annually, or as otherwise directed by the TO Manager.

3.14 SECURITY REQUIREMENTS

Note to Offerors: If you follow a more stringent standard(s) than those specified in this TORFP, map the standard you follow to NIST to show how you comply with those requirements.

3.14.1 Additional security requirements may be established in a Task Order and/or a Work Order.

3.14.2 Information Technology

- 3.14.2.1 The TO Contractor agrees that it and TO Contractor Personnel shall (i) abide by all applicable federal, State and local laws, rules and regulations concerning Security of Information Systems and Information Technology security and (ii) comply with and adhere to the State IT Security Policy and Standards as each may be amended or revised from time to time. Updated and revised versions of the State IT Policy and Standards are available online at: www.doit.maryland.gov – keyword: Security Policy.

3.14.3 The State shall, at its discretion, have the right to review and assess the TO Contractor's compliance to the security requirements and standards defined in the TO Agreement.

3.14.4 TO Contractor Personnel

3.14.4.1 TO Contractor Personnel shall display his or her company ID badge in a visual location at all times while on State premises. Upon request of authorized State personnel, each such TO Contractor Personnel shall provide additional photo identification.

3.14.4.2 At all times at any facility, the TO Contractor Personnel shall cooperate with State site requirements that include but are not limited to being prepared to be escorted at all times and providing information for State badge issuance.

3.14.4.3 TO Contractor shall remove any TO Contractor Personnel from working on the TO Agreement where the State determines, at its sole discretion, that said TO Contractor Personnel has not adhered to the Security requirements specified herein.

3.14.4.4 The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the TO Agreement.

3.14.5 On-site Security Requirement(s)

3.14.5.1 TO Contractor Personnel shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the Department that controls the facility to which the TO Contractor Personnel seeks access. The failure of any of the TO Contractor Personnel to comply with any provision of the TO Agreement is sufficient grounds for the State to immediately terminate the TO for default.

3.14.6 Data Protection and Controls

TO Contractor shall ensure satisfaction of the following requirements:

3.14.6.1 Administrative, physical and technical safeguards shall be implemented to protect State data that are no less rigorous than accepted industry practices for information security such as those listed below (see 3.14.7.2), and all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed shall comply with applicable data protection and privacy laws as well as the terms and conditions of this TO Agreement.

3.14.6.2 To ensure appropriate data protection safeguards are in place, at minimum, the TO Contractor shall implement and maintain the following controls at all times throughout the term of the TO Agreement (the TO Contractor may augment this list with additional controls):

1. Apply data encryption to protect State data, especially personal identifiable information (PII), from improper disclosure or alteration. For State data the TO Contractor manages or controls, data encryption should be applied to State data in transit over networks and, where possible, at rest; as well as to State data when archived for backup purposes. Encryption algorithms which are utilized for this purpose must comply with current Federal Information Processing Standards (FIPS), "Security Requirements for Cryptographic Modules", FIPS PUB 140-2.

<http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf>

<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>

2. Enforce strong user authentication and password control measures to minimize the opportunity for unauthorized access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current State of Maryland Department of Information Technology's Information Security Policy (<http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>), , including specific requirements for password length, complexity, history, and account lockout.
3. Ensure TO Contractor's Personnel shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State, which may be revoked at any time for any reason. The TO Contractor shall complete any necessary paperwork as directed and coordinated with the Contract Manager to obtain approval by the State to connect TO Contractor-owned equipment to a State LAN/WAN.

3.15 RIGHT TO AUDIT

- A. The State reserves the right, at its sole discretion and at any time, to perform an audit of the TO Contractor's and/or Subcontractors' performance under the TO Agreement resulting from this TORFP. An audit is defined as a planned and documented independent activity performed by qualified personnel, including but not limited to State and federal auditors, to determine by investigation, examination, or evaluation of objective evidence from data, statements, records, operations and performance practices (financial or otherwise) the TO Contractor's compliance with the agreement, including but not limited to the adequacy and compliance with established procedures and internal controls over the services being performed for the State.
- B. Upon three (3) business days' notice, the TO Contractor and/or Subcontractors shall provide the State reasonable access to their records during normal business hours to verify conformance to the terms of the TO Agreement. The Department shall be permitted to conduct these audits with any or all of its own internal resources or by securing the services of a third party accounting/audit firm, solely at the Department's election. The Department shall have the right to copy, at its own expense, any record related to the services performed pursuant to this agreement.
- C. TO Contractor and/or Subcontractors shall cooperate with Department or Department's designated auditor and shall provide the necessary assistance for Department or Department's designated auditor to conduct the audit.

The right to audit shall include subcontractors in which goods or services are subcontracted by TO Contractor and/or Subcontractors and that provide essential support to the services provided to Department. TO Contractor and/or Subcontractors shall insure Department has the right to audit with subcontractor(s).

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SECTION 4 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

4.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS+ TORFP shall respond no later than the submission due date and time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a TO Proposal; or 2) a completed Master Contractor Feedback Form. The feedback form helps the State understand for future contract development why Master Contractors did not submit proposals. The form is accessible via the CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

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

4.2 SUBMISSION

4.2.1 E-MAIL SUBMISSION

MSDE strongly prefers TO Proposal submissions be made via e-mail. **All attachments shall be password protected.**

MSDE will contact Offerors for the password to open each e-mail's attachments. Each file in the TO Technical Proposal shall be encrypted with the same password. A password separate and distinct from the TO Technical Proposal password shall be used for files in the TO Financial Proposal. The TO Procurement Officer will only contact those Offerors with TO Proposals that are reasonably susceptible for award. Offerors that are unable to provide a password that opens the TO Proposal documents will be deemed not susceptible for award. Subsequent submissions of TO Proposal content will not be allowed.

For TO Proposals submitted via email, the e-mail shall include

- A. Subject line "CATS+ TORFP # R00B7400067 Technical" plus the Master Contractor Name
- B. One attachment labeled "TORFP R00B7400067 Technical - Attachments" containing all Technical Proposal Attachments (see Section 4.3 below), signed and in PDF format.
- C. One attachment labeled "TORFP R00B7400067 Technical – Proposal" in Microsoft Word format (2010 or later).
- D. MSDE can only accept e-mails that are less than or equal to 25 MB. If a submission exceeds this size, split the submission into two or more parts and include the appropriate part number in the subject (e.g., part 1 of 2) after the subject line information.

The TO Financial Proposal shall be contained in one e-mail **separate from the TO Technical proposal** containing as attachments all submission documents detailed in section 4.4.2, **with password protection.**

This TO Financial Proposal e-mail shall include:

- A. Subject line "CATS+ TORFP # R00B7400067 Financial" plus the Master Contractor Name
- B. One attachment labeled "TORFP R00B7400067 Financial" containing the TO Financial Proposal contents, signed and in PDF format.

4.2.2 PAPER SUBMISSION

MSDE strongly desires TO Proposal submissions in e-mail format. An Offeror wishing to deliver a hard copy (paper) TO Proposal shall contact the TO Procurement Officer for instructions.

4.3 SUMMARY OF ATTACHMENTS

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

The following signed attachments shall be included with the TO Technical Proposal in PDF format (for e-mail delivery).

- A. Attachment 2 - MBE forms 1A
- B. Attachment 4 – Conflict of Interest Affidavit and Disclosure
- C. Attachment 5A and 5B- Attachment 5A Minimum Qualifications Summary and Attachment 5B Personnel Resume Form
- D. Attachment 12 – Living Wage Affidavit of Agreement
- E. Attachment 15 - Certification Regarding Investments in Iran

The following attachments shall be included with the TO Financial Proposal (with password protection if emailed):

- A. Attachment 1 Price Sheet – Signed PDF

4.4 PROPOSAL FORMAT

A TO Proposal shall contain the following sections in order:

4.4.1 TO TECHNICAL PROPOSAL

Important: A TO Technical Proposal shall include NO pricing information.

A) Proposed Services

- 1) Executive Summary: A one-page summary describing the Offeror’s understanding of the TORFP scope of work (Section 3) and proposed solution.
- 2) Proposed Solution: A more detailed description of the Offeror’s understanding of the TORFP scope of work, proposed methodology and solution. The proposed solution shall be organized to exactly match the requirements outlined in Section 3.
- 3) Assumptions: A description of any assumptions formed by the Offeror in developing the TO Technical Proposal.
- 4) Tools the Master Contractor owns and/or proposes for use to meet any requirements in Section 3. Specifically, what tools the Master Contractor owns and proposes for use in this Oracle to Microsoft SQL Server development project:
 - a) SQL Performance Tuning Tools
 - b) Testing Bug/Defect Tools
 - c) Oracle to SQL Report replication Tools
 - d) SQL Dashboard Development Tools
- 5) Documentation for each of the three (3) Key Personnel demonstrating their successful Oracle to Microsoft SQL Server 2012 development projects, including examples for reports and dashboards.

B) Proposed Personnel and TORFP Staffing

Offeror shall propose exactly three (3) Key Personnel in response to this TORFP. Offeror shall:

- 3) Complete and provide for each proposed resource Attachment 5A Minimum Qualifications Summary and Attachment 5B Personnel Resume Form.
- 4) Provide evidence proposed personnel possess the required certifications in accordance with Section 2.1.1 Offeror's Personnel Minimum Qualifications and Section 2.2 TO Personnel Experience and Certifications.
- 5) Provide three (3) references per proposed Key Personnel containing the information listed in Attachment 5B.
- 6) Provide the names and titles of the Offeror's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.

C) MBE, SBE Participation and VSBE Participation

Submit completed MBE documents 2-1A

D) Overall Offeror team organizational chart

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

E) Master Contractor Experience and Capabilities

- 3) Provide up to three examples of engagements or contracts the Master Contractor has completed that were similar to Section 3 - Scope of Work. Include contact information for each client organization complete with the following:
 - a) Name of organization.
 - b) Point of contact name, title, e-mail and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
 - c) Services provided as they relate to Section 3 - Scope of Work.
 - d) Start and end dates for each example engagement or contract.
 - e) Current Master Contractor team personnel who participated on the engagement.
 - f) If the Master Contractor is no longer providing the services, explain why not.
- 4) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland.

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

- a) Contract or task order name
- b) Name of organization.
- c) Point of contact name, title, e-mail, and telephone number (point of contact shall be accessible and knowledgeable regarding experience)

- d) Start and end dates for each engagement or contract. If the Master Contractor is no longer providing the services, explain why not.
- e) Dollar value of the contract.
- f) Indicate if the contract was terminated before the original expiration date.
- g) Indicate if any renewal options were not exercised.

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

F) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

G) 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 4, of the General Provisions Article of the Annotated Code of Maryland. Master 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.

Offeror shall furnish a list that identifies each section of the TO Technical Proposal where, in the Offeror's opinion, the Offeror's response should not be disclosed by the State under the Public Information Act.

4.4.2 TO FINANCIAL PROPOSAL

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

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SECTION 5 - TASK ORDER AWARD PROCESS

5.1 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 4.

5.2 TO PROPOSAL EVALUATION CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance. Failure to meet the minimum qualifications shall render a TO Proposal not reasonably susceptible for award:

- A) The capability of the proposed resources to perform the required tasks and produce the required deliverables in the TORFP Scope of Work – Section 3. Capability will be determined from each proposed individual’s resume, reference checks, and oral presentation (See Section 1.5 Oral Presentations/Interviews). Qualities that will be evaluated higher include (in no specific order):
 - 1) The extent to which the proposed resources have previously performed Oracle-to-SQL technical services, including replication of Oracle-based reports in SQL,
 - 2) The extent to which the proposed resources have created dashboards and reports in SQL 2012

- B) The Master Contractor’s overall understanding of the TORFP Scope of Work – Section 3. Level of understanding will be determined by the quality and accuracy of the technical proposal in adherence with Section 4.4.

- C) Tools the Master Contractor owns and proposes for use to meet any requirements in Section 3. Specifically, what tools the Master Contractor owns and proposes for use in this Microsoft SQL Server 2012 development project:
 - 1) Microsoft SQL Server 2012 Development Tools
 - 2) SQL Performance Tuning Tools
 - 3) Testing Bug/Defect Tools
 - 4) SQL Report Replication and Development Tools
 - a) Offerors shall describe how new reports shall be defined, developed, and tested to support MHEC needs under this Task Order.
 - 5) SQL Dashboard Development Tools
 - a) Offerors shall describe how new dashboards shall be defined, developed, and tested to support MHEC needs under this Task Order.

- D) The overall experience, capability and references for the Master Contractor as described in the Master Contractor’s TO Technical Proposal. Note that the State is interested in approaches that leverage iterative approaches to developing solutions, and will be evaluated higher than those with only “waterfall” or other non-iterative experience.

5.3 SELECTION PROCEDURES

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 2 of this TORFP, and quality of responses to Section 4.4.1 TO Technical Proposal.

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

5.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon:

- a. Issuance of a fully executed TO Agreement,
- b. Non-Disclosure Agreement (TO Contractor),
- c. Purchase Order, and
- d. by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed (sample).
- e. Proof of insurance (see Section 3.13).

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LIST OF ATTACHMENTS

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

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

ATTACHMENT 1 PRICE SHEET

PRICE SHEET (TIME AND MATERIALS) FOR CATS+ TORFP # R00B7400067

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 sheet 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.

Job Title from TORFP	CATS+ Labor Category <Proposed by Master Contractor>	Hourly Labor Rate (A)	Total Class Hours (B)	Extended Price (C)
Year 1 – Base Period				
Business Analyst		\$	2,000	\$
Applications Programmer		\$	2,000	\$
Database Management Specialist (Senior)		\$	2,000	\$
		Evaluated Price Year 1		\$
Year 2 – Option Period				
Business Analyst		\$	2,000	\$
Applications Programmer		\$	2,000	\$
Database Management Specialist (Senior)		\$	2,000	\$
		Evaluated Price Option Year 2		\$
Total Evaluated Price (Years 1 –2)				\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

Signature

Date

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

ATTACHMENT 2 MINORITY BUSINESS ENTERPRISE FORMS
TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS
CATS+ TORFP # R00B7400067

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 2-4A (Prime Contractor Paid/Unpaid MBE Invoice Report), 2-4B (MBE Prime Contractor Report) and 2-5 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
- 2) The TO Contractor must complete a separate Form 2-4A for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15th of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless 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 of Form 2-5 (e-copy of and/or hard copy). The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, including all of the information located in the upper right corner of the form. It may be wise to customize Form 2-5 (upper right corner of the form) for the subcontractor. This will help to minimize any confusion for those who receive and review the reports.
- 4) It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15th of each month, **including reports showing zero MBE payment activity**. Actual payment data is verified and entered into the State's financial management tracking system from the **subcontractor's 2-5 report only**. Therefore, if the subcontractor(s) do not submit 2-5 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 2-4A. 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.
- 5) 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 -1A MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT & MBE PARTICIPATION SCHEDULE

INSTRUCTIONS

PLEASE READ BEFORE COMPLETING THIS FORM

This form includes Instructions and the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule which must be submitted with the bid/proposal. If the bidder/offeror fails to accurately complete and submit this Affidavit and Schedule with the bid or proposal as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award.

1. Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the minority business enterprise (MBE) subcontractor participation goal stated in the Invitation for Bids or Request for Proposals. Contractor agrees to exercise good faith efforts to carry out the requirements set forth in these Instructions, as authorized by the Code of Maryland Regulations (COMAR) 21.11.03.
2. **MBE Goals and Subgoals:** Please review the solicitation for information regarding the Contract's MBE overall participation goals and subgoals. After satisfying the requirements for any established subgoals, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.
3. MBE means a minority business enterprise that is certified by the Maryland Department of Transportation ("MDOT"). Only entities certified by MDOT may be counted for purposes of achieving the MBE participation goals. In order to be counted for purposes of achieving the MBE participation goals, the MBE firm, including a MBE prime, must be MDOT-certified for the services, materials or supplies that it is committed to perform on the MBE Participation Schedule.
4. Please refer to the MDOT MBE Directory at www.mdot.state.md.us to determine if a firm is certified with the appropriate North American Industry Classification System ("NAICS") Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS, please visit www.naics.com. Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals. **WARNING:** If the firm's NAICS Code is in graduated status, such services/products **may not be counted** for purposes of achieving the MBE participation goals. A NAICS Code is in the graduated status if the term "Graduated" follows the Code in the MDOT MBE Directory.
5. **Guidelines Regarding MBE Prime Self-Performance.** Please note that when a certified MBE firm participates as a prime contractor on a contract, a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own workforce toward fulfilling up, but not more than, to fifty-percent (50%) of the MBE participation goal (overall, including up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract.
 - ✓ In order to receive credit for self-performance, an MBE prime must list its firm in Section 4A of the MBE Participation Schedule, including the certification category under which the MBE prime is self-performing and include information regarding the work it will self-perform.
 - ✓ For the remaining portion of the overall goal and the subgoals, the MBE prime must also identify other certified MBE subcontractors (see Section 4B of the MBE Participation Schedule) used to meet those goals or request a waiver.

- ✓ These guidelines apply to the work performed by the MBE Prime that can be counted for purposes of meeting the MBE participation goals. These requirements do not affect the MBE Prime’s ability to self-perform a greater portion of the work in excess of what is counted for purposes of meeting the MBE participation goals.
- ✓ Please note that the requirements to meet the MBE participation overall goal and subgoals are distinct and separate. If the Contract has subgoals, regardless of MBE Prime’s ability to self-perform up to 50% of the overall goal (including up to 100% of any subgoal), the MBE Prime must either commit to other MBEs for each of any remaining subgoals or request a waiver. As set forth in **Attachment 2-1-B** Waiver Guidance, the MBE Prime’s ability to self-perform certain portions of the work of the Contract will not be deemed a substitute for the good faith efforts to meet any remaining subgoal or the balance of the overall goal.
- ✓ In certain instances where the percentages allocated to MBE participation subgoals add up to more than 50% of the overall goal, the portion of self-performed work that an MBE Prime may count toward the overall goal may be limited to less than 50%. Please refer to GOMA’s website (www.goma.maryland.gov) for the MBE Prime Regulations Q&A for illustrative examples.

6. Subject to items 1 through 5 above, when a certified MBE performs as a participant in a joint venture, a procurement agency may count a portion of the total dollar value of the contract equal to the distinct, clearly-defined portion of the work of the contract that the certified MBE performs with its workforce towards fulfilling the contract goal, and not more than one of the contract subgoals, if any.

7. As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Please refer to COMAR 21.11.03.12-1 for more information regarding these requirements.

8. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT’s Office of Minority Business Enterprise at 1-800-544-6056 or via email to mbe@mdot.state.md.us sufficiently prior to the submission due date.

9. **Worksheet:** The percentage of MBE participation, calculated using the percentage amounts for all of the MBE firms listed on the Participation Schedule **MUST** at least equal the MBE participation goal **and** subgoals (if applicable) set forth in the solicitation. If a bidder/offeror is unable to achieve the MBE participation goal and/or any subgoals (if applicable), the bidder/offeror must request a waiver in Item 1 of the MBE Utilization and Fair Solicitation Affidavit (Attachment 2-1A) or the bid will be deemed not responsive, or the proposal determined to be not susceptible of being selected for award. You may wish to use the Subgoal summary below to assist in calculating the percentages and confirm that you have met the applicable MBE participation goal and subgoals, if any.

Subgoals (if applicable)

Total African American MBE Participation: _____%

Total Asian American MBE Participation: _____%

Total Hispanic American MBE Participation: _____%

Total Women-Owned MBE Participation: _____%

Overall Goal

Total MBE Participation (include all categories): _____%

**ATTACHMENT 2 -1A MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT &
MBE PARTICIPATION SCHEDULE**

This MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule **MUST BE** included with the bid/proposal for any solicitation with an MBE goal greater than 0%. If the Bidder/offeror fails to accurately complete and submit this Affidavit and Schedule with the bid or offer as required, the TO Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

In conjunction with the bid or offer submitted in response to Solicitation No. R00B7400067, I affirm the following:

1. MBE Participation (PLEASE CHECK ONLY ONE)

- I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of fifteen (15) percent and, if specified in the solicitation, the following subgoals (complete for only those subgoals that apply):

0 percent African American-owned MBE firms

0 percent Asian American-owned MBE firms

0 percent Hispanic American-owned MBE firms

0 percent Woman--owned MBE firms

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

Notwithstanding any subgoals established above, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.

OR

- I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. Within 10 working days of receiving notice that our firm is the apparent awardee, I will submit completed Good Faith Efforts Documentation to Support Waiver Request (Attachment 2-1C) and all required waiver documentation in accordance with COMAR 21.11.03.

2. Additional MBE Documentation

I understand that if I am notified that I am the apparent awardee or as requested by the Procurement Officer, I must submit the following documentation within 10 business 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 2-2);

(b) MBE Subcontractor Project Participation Statement (Attachment 2-3);

(c) Any other documentation, including waiver documentation if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal and subgoals, if any.

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

3. Information Provided to MBE firms

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

4. MBE Participation Schedule

Set forth below are the (i) certified MBEs I intend to use, (ii) the percentage of the total Contract amount allocated to each MBE for this project and, (iii) the items of work each MBE will provide under the Contract. I have confirmed with the MDOT database that the MBE firms identified below are performing work activities for which they are MDOT certified.

Prime Contractor: (Firm Name, Address, Phone)	Project Description:
Project Number:	

LIST INFORMATION FOR EACH CERTIFIED MBE FIRM YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY.

MBE PRIMES: PLEASE COMPLETE BOTH SECTIONS A AND B BELOW.

SECTION A: For MBE Prime Contractors ONLY (including MBE Primes in a Joint Venture)

MBE Prime Firm Name: _____ MBE Certification Number: _____ (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of total Contract Value to be performed with own forces and counted towards the MBE overall participation goal (up to 50% of the overall goal): _____% Percentage of total Contract Value to be performed with own forces and counted towards the subgoal, if any, for my MBE classification (up to 100% of not more than one subgoal): _____% Description of the Work to be performed with MBE prime's own forces: _____ _____
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SECTION B: For all Contractors (including MBE Primes in a Joint Venture)

MBE Firm Name: _____ MBE Certification Number: _____ (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of Total Contract to be performed by this MBE: _____ % Description of the Work to be Performed: _____ _____ _____
MBE Firm Name: _____ MBE Certification Number: _____ (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of Total Contract to be performed by this MBE: _____ % Description of the Work to be Performed: _____ _____ _____
MBE Firm Name: _____ MBE Certification Number: _____ (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of Total Contract to be performed by this MBE: _____ % Description of the Work to be Performed: _____ _____ _____
MBE Firm Name: _____ MBE Certification Number: _____ (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of Total Contract to be performed by this MBE: _____ % Description of the Work to be Performed: _____ _____ _____

CONTINUE ON SEPARATE PAGE IF NEEDED

I solemnly affirm under the penalties of perjury that I have reviewed the instructions for the MBE Utilization & Fair Solicitation Affidavit and MBE Schedule and that the information included in the Schedule is true to the best of my knowledge, information and belief.

 Bidder/Offeror Name
 (PLEASE PRINT OR TYPE)

 Signature of Authorized Representative

 Address

 Printed Name and Title

 City, State and Zip Code

 Date

SUBMIT AS INSTRUCTED IN TORFP

ATTACHMENT 2 -1B WAIVER GUIDANCE
GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET MBE PARTICIPATION GOALS

In order to show that it has made good faith efforts to meet the Minority Business Enterprise (MBE) participation goal (including any MBE subgoals) on a contract, the bidder/offeror must either (1) meet the MBE Goal(s) and document its commitments for participation of MBE Firms, or (2) when it does not meet the MBE Goal(s), document its Good Faith Efforts to meet the goal(s).

I. Definitions

MBE Goal(s) – “MBE Goal(s)” refers to the MBE participation goal and MBE participation subgoal(s).

Good Faith Efforts – The “Good Faith Efforts” requirement means that when requesting a waiver, the bidder/offeror must demonstrate that it took all necessary and reasonable steps to achieve the MBE Goal(s), which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient MBE participation, even if those steps were not fully successful. Whether a bidder/offeror that requests a waiver made adequate good faith efforts will be determined by considering the quality, quantity, and intensity of the different kinds of efforts that the bidder/offeror has made. The efforts employed by the bidder/offeror should be those that one could reasonably expect a bidder/offeror to take if the bidder/offeror were actively and aggressively trying to obtain MBE participation sufficient to meet the MBE contract goal and subgoals. Mere *pro forma* efforts are not good faith efforts to meet the MBE contract requirements. The determination concerning the sufficiency of the bidder's/offeror's good faith efforts is a judgment call; meeting quantitative formulas is not required.

Identified Firms – “Identified Firms” means a list of the MBEs identified by the procuring agency during the goal setting process and listed in the procurement as available to perform the Identified Items of Work. It also may include additional MBEs identified by the bidder/offeror as available to perform the Identified Items of Work, such as MBEs certified or granted an expansion of services after the procurement was issued. If the procurement does not include a list of Identified Firms, this term refers to all of the MBE Firms (if State-funded) the bidder/offeror identified as available to perform the Identified Items of Work and should include all appropriately certified firms that are reasonably identifiable.

Identified Items of Work – “Identified Items of Work” means the bid items identified by the procuring agency during the goal setting process and listed in the procurement as possible items of work for performance by MBE Firms. It also may include additional portions of items of work the bidder/offeror identified for performance by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved. If the procurement does not include a list of Identified Items of Work, this term refers to all of the items of work the bidder/offeror identified as possible items of work for performance by MBE Firms and should include all reasonably identifiable work opportunities.

MBE Firms – “MBE Firms” refers to a firm certified by the Maryland Department of Transportation (“MDOT”) under COMAR 21.11.03. Only MDOT-certified MBE Firms can participate in the State’s MBE Program.

II. Types of Actions Agency will Consider

The bidder/offeror is responsible for making relevant portions of the work available to MBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE subcontractors and suppliers, so as to facilitate MBE participation. The following is a list of types of actions the procuring agency will consider as part of the bidder's/offeror's Good Faith Efforts when the bidder/offeror fails to meet the MBE Goal(s). This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Identify Bid Items as Work for MBE Firms

1. Identified Items of Work in Procurements

(a) Certain procurements will include a list of bid items identified during the goal setting process as possible work for performance by MBE Firms. If the procurement provides a list of Identified Items of Work, the bidder/offeror shall make all reasonable efforts to solicit quotes from MBE Firms to perform that work.

(b) Bidders/Offerors may, and are encouraged to, select additional items of work to be performed by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved.

2. Identified Items of Work by Bidders/Offerors

(a) When the procurement does not include a list of Identified Items of Work or for additional Identified Items of Work, bidders/offerors should reasonably identify sufficient items of work to be performed by MBE Firms.

(b) Where appropriate, bidders/offerors should break out contract work items into economically feasible units to facilitate MBE participation, rather than perform these work items with their own forces. The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder/offeror of the responsibility to make Good Faith Efforts.

B. Identify MBE Firms to Solicit

1. MBE Firms Identified in Procurements

(a) Certain procurements will include a list of the MBE Firms identified during the goal setting process as available to perform the items of work. If the procurement provides a list of Identified MBE Firms, the bidder/offeror shall make all reasonable efforts to solicit those MBE firms.

(b) Bidders/offerors may, and are encouraged to, search the MBE Directory to identify additional MBEs who may be available to perform the items of work, such as MBEs certified or granted an expansion of services after the solicitation was issued.

2. MBE Firms Identified by Bidders/Offerors

(a) When the procurement does not include a list of Identified MBE Firms, bidders/offerors should reasonably identify the MBE Firms that are available to perform the Identified Items of Work.

(b) Any MBE Firms identified as available by the bidder/offeror should be certified to perform the Identified Items of Work.

C. Solicit MBEs

1. Solicit all Identified Firms for all Identified Items of Work by providing written notice. The bidder/offeror should:
 - (a) provide the written solicitation at least 10 days prior to bid opening to allow sufficient time for the MBE Firms to respond;
 - (b) send the written solicitation by first-class mail, facsimile, or email using contact information in the MBE Directory, unless the bidder/offeror has a valid basis for using different contact information; and
 - (c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the MBE, and other requirements of the contract to assist MBE Firms in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)
2. “All” Identified Firms includes the MBEs listed in the procurement and any MBE Firms you identify as potentially available to perform the Identified Items of Work, but it does not include MBE Firms who are no longer certified to perform the work as of the date the bidder/offeror provides written solicitations.
3. “Electronic Means” includes, for example, information provided via a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested MBE cannot access the information provided by electronic means, the bidder/offeror must make the information available in a manner that is accessible to the interested MBE.
4. Follow up on initial written solicitations by contacting MBEs to determine if they are interested. The follow up contact may be made:
 - (a) by telephone using the contact information in the MBE Directory, unless the bidder/offeror has a valid basis for using different contact information; or
 - (b) in writing *via* a method that differs from the method used for the initial written solicitation.
5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, use all other reasonable and available means to solicit the interest of MBE Firms certified to perform the work of the contract. Examples of other means include:
 - (a) attending any pre-bid meetings at which MBE Firms could be informed of contracting and subcontracting opportunities; and
 - (b) if recommended by the procurement, advertising with or effectively using the services of at least two minority focused entities or media, including trade associations, minority/women community organizations, minority/women contractors' groups, and local, state, and federal minority/women business assistance offices listed on the MDOT Office of Minority Business Enterprise website.

D. Negotiate With Interested MBE Firms

Bidders/Offerors must negotiate in good faith with interested MBE Firms.

1. Evidence of negotiation includes, without limitation, the following:
 - (a) the names, addresses, and telephone numbers of MBE Firms that were considered;
 - (b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and

- (c) evidence as to why additional agreements could not be reached for MBE Firms to perform the work.
2. A bidder/offeror using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration.
 3. The fact that there may be some additional costs involved in finding and using MBE Firms is not in itself sufficient reason for a bidder's/offeror's failure to meet the contract MBE goal(s), as long as such costs are reasonable. Factors to take into consideration when determining whether a MBE Firm's quote is excessive or unreasonable include, without limitation, the following:
 - (a) the dollar difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the bidder/offeror;
 - (b) the percentage difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the bidder/offeror;
 - (c) the percentage that the MBE subcontractor's quote represents of the overall contract amount;
 - (d) the number of MBE firms that the bidder/offeror solicited for that portion of the work;
 - (e) whether the work described in the MBE and Non-MBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and
 - (f) the number of quotes received by the bidder/offeror for that portion of the work.
 4. The above factors are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.
 5. The bidder/offeror may not use its price for self-performing work as a basis for rejecting a MBE Firm's quote as excessive or unreasonable.
 6. The "average of the other subcontractors' quotes received" by the bidder/offeror refers to the average of the quotes received from all subcontractors. Bidder/offeror should attempt to receive quotes from at least three subcontractors, including one quote from a MBE and one quote from a Non-MBE.
 7. A bidder/offeror shall not reject a MBE Firm as unqualified without sound reasons based on a thorough investigation of the firm's capabilities. For each certified MBE that is rejected as unqualified or that placed a subcontract quotation or offer that the bidder/offeror concludes is not acceptable, the bidder/offeror must provide a written detailed statement listing the reasons for this conclusion. The bidder/offeror also must document the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.
 - (a) The factors to take into consideration when assessing the capabilities of a MBE Firm, include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.
 - (b) The MBE Firm's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-

union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the efforts to meet the project goal.

E. Assisting Interested MBE Firms

When appropriate under the circumstances, the decision-maker will consider whether the bidder/offeree:

1. made reasonable efforts to assist interested MBE Firms in obtaining the bonding, lines of credit, or insurance required by the procuring agency or the bidder/offeree; and
2. made reasonable efforts to assist interested MBE Firms in obtaining necessary equipment, supplies, materials, or related assistance or services.

III. Other Considerations

In making a determination of Good Faith Efforts the decision-maker may consider engineering estimates, catalogue prices, general market availability and availability of certified MBE Firms in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE and Non-MBE costs of participation, and their impact on the overall cost of the contract to the State and any other relevant factors.

The decision-maker may take into account whether a bidder/offeree decided to self-perform subcontract work with its own forces, especially where the self-performed work is Identified Items of Work in the procurement. The decision-maker also may take into account the performance of other bidders/offerees in meeting the contract. For example, when the apparent successful bidder/offeree fails to meet the contract goal, but others meet it, this reasonably raises the question of whether, with additional reasonable efforts, the apparent successful bidder/offeree could have met the goal. If the apparent successful bidder/offeree fails to meet the goal, but meets or exceeds the average MBE participation obtained by other bidders/offerees, this, when viewed in conjunction with other factors, could be evidence of the apparent successful bidder/offeree having made Good Faith Efforts.

IV. Documenting Good Faith Efforts

At a minimum, a bidder/offeree seeking a waiver of the MBE Goal(s) or a portion thereof must provide written documentation of its Good Faith Efforts, in accordance with COMAR 21.11.03.11, within 10 business days after receiving notice that it is the apparent awardee. The written documentation shall include the following:

A. Items of Work (Complete Good Faith Efforts Documentation Attachment 2-1C, Part 1)

A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBE Firms in order to increase the likelihood of achieving the stated MBE Goal(s).

B. Outreach/Solicitation/Negotiation

1. The record of the bidder's/offeree's compliance with the outreach efforts prescribed by COMAR 21.11.03.09C(2)(a). (Complete Outreach Efforts Compliance Statement – Attachment 2-2).
2. A detailed statement of the efforts made to contact and negotiate with MBE Firms including:
 - (a) the names, addresses, and telephone numbers of the MBE Firms who were contacted, with the dates and manner of contacts (letter, fax, email, telephone, etc.) (**Complete Good Faith Efforts Attachment 2-1C Part 2, and submit letters, fax cover sheets, emails, etc. documenting solicitations**); and

(b) a description of the information provided to MBE Firms regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed and the means used to provide that information.

C. Rejected MBE Firms (Complete Good Faith Efforts Attachment 2-1C, Part 3)

1. For each MBE Firm that the bidder/offeror concludes is not acceptable or qualified, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.

2. For each certified MBE Firm that the bidder/offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the quotes received from all MBE and Non-MBE firms bidding on the same or comparable work.

(Include copies of all quotes received.)

3. A list of MBE Firms contacted but found to be unavailable. This list should be accompanied by a MBE Unavailability Certificate (see Exhibit A to this Part 1) signed by the MBE contractor or a statement from the bidder/offeror that the MBE contractor refused to sign the MBE Unavailability Certificate.

D. Other Documentation

1. Submit any other documentation requested by the Procurement Officer to ascertain the bidder's/offeror's Good Faith Efforts.

2. Submit any other documentation the bidder/offeror believes will help the Procurement Officer ascertain its Good Faith Efforts.

Exhibit A
MBE Subcontractor Unavailability Certificate

1. It is hereby certified that the firm of _____

(Name of Minority firm)

located at _____

(Number)

(Street)

(City)

(State)

(Zip)

was offered an opportunity to bid on Solicitation No. _____

in _____ County by _____

(Name of Prime Contractor's Firm)

2. _____ (Minority Firm), is either unavailable for the work/service or unable to prepare a bid for this project for the following reason(s):

Signature of Minority Firm's MBE Representative	Title	Date

MDOT Certification #	Telephone #

3. To be completed by the prime contractor if Section 2 of this form is not completed by the minority firm.

To the best of my knowledge and belief, said Certified Minority Business Enterprise is either unavailable for the work/service for this project, is unable to prepare a bid, or did not respond to a request for a price proposal and has not completed the above portion of this submittal.

Signature of Prime Contractor	Title	Date

**ATTACHMENT 2 -1C MBE ATTACHMENT
GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST**

Page __ of __

Prime Contractor:	Project Description:
Solicitation Number:	

Parts 1, 2, and 3 must be included with this certificate along with all documents supporting your waiver request.

I affirm that I have reviewed Attachment 2-1B, Waiver Guidance. I further affirm under penalties of perjury that the contents of Parts 1, 2, and 3 of this Attachment 2-1C Good Faith Efforts Documentation Form are true to the best of my knowledge, information, and belief.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

Part 1 – Identified items of work bidder/offeror made available to MBE firms

Page __ of __

Prime Contractor:	Project Description:
Solicitation Number:	

Identify those items of work that the bidder/offeror made available to MBE Firms. This includes, where appropriate, those items the bidder/offeror identified and determined to subdivide into economically feasible units to facilitate the MBE participation. For each item listed, show the anticipated percentage of the total contract amount. It is the bidder's/offeror's responsibility to demonstrate that sufficient work to meet the goal was made available to MBE Firms, and the total percentage of the items of work identified for MBE participation equals or exceeds the percentage MBE goal set for the procurement. Note: If the procurement includes a list of bid items identified during the goal setting process as possible items of work for performance by MBE Firms, the bidder/offeror should make all of those items of work available to MBE Firms or explain why that item was not made available. If the bidder/offeror selects additional items of work to make available to MBE Firms, those additional items should also be included below.

Identified Items of Work	Was this work listed in the procurement?	Does bidder/offeror normally self-perform this work?	Was this work made available to MBE Firms? If no, explain why?
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Please check if Additional Sheets are attached.

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

Part 2 – identified MBE firms and record of solicitations

Page __ of __

Prime Contractor:	Project Description:
Solicitation Number:	

Identify the MBE Firms solicited to provide quotes for the Identified Items of Work made available for MBE participation. Include the name of the MBE Firm solicited, items of work for which bids/quotes were solicited, date and manner of initial and follow-up solicitations, whether the MBE provided a quote, and whether the MBE is being used to meet the MBE participation goal. MBE Firms used to meet the participation goal must be included on the MBE Participation Schedule. Note: If the procurement includes a list of the MBE Firms identified during the goal setting process as potentially available to perform the items of work, the bidder/offeror should solicit all of those MBE Firms or explain why a specific MBE was not solicited. If the bidder/offeror identifies additional MBE Firms who may be available to perform Identified Items of Work, those additional MBE Firms should also be included below. Copies of all written solicitations and documentation of follow-up calls to MBE Firms must be attached to this form. This list should be accompanied by a Minority Contractor Unavailability Certificate signed by the MBE contractor or a statement from the bidder/offeror that the MBE contractor refused to sign the Minority Contractor Unavailability Certificate (see Exhibit A to MBE Attachment 2-1B). If the bidder/offeror used a Non-MBE or is self-performing the identified items of work, Part 4 must be completed.

Name of Identified MBE Firm & MBE Classification	Describe Item of Work Solicited	Initial Solicitation Date & Method	Follow-up Solicitation Date & Method	Details for Follow-up Calls	Quote Rec'd	Quote Used	Reason Quote Rejected
Firm Name: MBE Classification (Check only if requesting waiver of MBE subgoal.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification		Date: <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Date: <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Time of Call: Spoke With: <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE <input type="checkbox"/> Used Non-MBE <input type="checkbox"/> Self-performing
Firm Name: MBE Classification (Check only if requesting waiver of MBE subgoal.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification		Date: <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Date: <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Time of Call: Spoke With: <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE <input type="checkbox"/> Used Non-MBE <input type="checkbox"/> Self-performing

Please check if Additional Sheets are attached.

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

Part 3 – additional information regarding rejected MBE quotes

Page __ of __

Prime Contractor:	Project Description:
Solicitation Number:	

This form must be completed if Part 1 indicates that a MBE quote was rejected because the bidder/offeror is using a Non-MBE or is self-performing the Identified Items of Work. Provide the Identified Items Work, indicate whether the work will be self-performed or performed by a Non-MBE, and if applicable, state the name of the Non-MBE. Also include the names of all MBE and Non-MBE Firms that provided a quote and the amount of each quote.

Describe Identified Items of Work Not Being Performed by MBE (Include spec/ section number from bid)	Self-performing or Using Non-MBE (Provide name)	Amount of Non-MBE Quote	Name of Other Firms who Provided Quotes & Whether MBE or Non-MBE	Amount Quoted	Indicate Reason Why MBE Quote Rejected & Briefly Explain
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other

Please check if Additional Sheets are attached.

**ATTACHMENT 2 -2 MBE ATTACHMENT
OUTREACH EFFORTS COMPLIANCE STATEMENT**

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

In conjunction with the bid/proposal submitted in response to Solicitation No. R00B7400067, I state the following:

1. Bidder/Offeror identified subcontracting opportunities in these specific work categories: _____

2. Attached to this form are copies of written solicitations (with bidding/proposal instructions) used to solicit certified MBE firms for these subcontract opportunities.

3. Bidder/Offeror made the following attempts to personally contact the solicited MDOT-certified MBE firms: _____

4. Please Check One:

- This project does not involve bonding requirements.
- Bidder/Offeror assisted MDOT-certified MBE firms to fulfill or seek waiver of bonding requirements. (DESCRIBE EFFORTS): _____

5. Please Check One:

- Bidder/Offeror did attend the pre-bid/pre-proposal conference.
- No pre-bid/pre-proposal meeting/conference was held.
- Bidder/Offeror did not attend the pre-bid/pre-proposal conference.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

**ATTACHMENT 2 -3A MBE ATTACHMENT
 MBE SUBCONTRACTOR PROJECT PARTICIPATION CERTIFICATION**

Please complete and submit one form for each certified MBE firm listed on the MBE Participation Schedule (Attachment 2-1A) within 10 Working Days of notification of apparent award. If the Bidder/Offeror fails to return this affidavit within the required time, the Procurement Officer may determine that the Bidder/Offeror is not responsible and therefore not eligible for Contract award.

Provided that _____ (Prime Contractor’s Name) is awarded the State contract in conjunction with Solicitation No. _____, such Prime Contractor intends to enter into a subcontract with _____ (Subcontractor’s Name) committing to participation by the MBE firm _____ (MBE Name) with MDOT Certification Number _____ which will receive at least \$_____ which equals to ___% of the Total Contract Amount for performing the following products/services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE)	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES

Each of the Contractor and Subcontractor acknowledges that, for purposes of determining the accuracy of the information provided herein, the Procurement Officer may request additional information, including, without limitation, copies of the subcontract agreements and quotes. Each of the Contractor and Subcontractor solemnly affirms under the penalties of perjury that: (i) the information provided in this MBE Subcontractor Project Participation Affidavit is true to the best of its knowledge, information and belief, and (ii) has fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a Bid/Proposal and:

- (1) fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified Minority Business Enterprise in its Bid/Proposal;
- (2) fail to notify the certified Minority Business Enterprise before execution of the Contract of its inclusion of the Bid/Proposal;
- (3) fail to use the certified Minority Business Enterprise in the performance of the Contract; or
- (4) pay the certified Minority Business Enterprise solely for the use of its name in the Bid/Proposal.

PRIME CONTRACTOR	SUBCONTRACTOR
Signature of Representative: _____	Signature of Representative: _____
Printed Name and Title: _____	Printed Name and Title: _____
Firm's Name: _____	Firm's Name: _____
Federal Identification Number: _____	Federal Identification Number: _____
Address: _____ _____	Address: _____ _____
Telephone: _____	Telephone: _____
Date: _____	Date: _____

ATTACHMENT 2 -3B MBE ATTACHMENT
MBE PRIME PROJECT PARTICIPATION CERTIFICATION

Please complete and submit this form to attest each specific item of work that your MBE firm has listed on the MBE participation schedule (Attachment 2-1A) for purposes of meeting the MBE participation goals. This form must be submitted within 10 Working Days of notification of apparent award. If the Bidder/offeror fails to return this affidavit within the required time, the Procurement Officer may determine that the Bidder/offeror is not responsible and therefore not eligible for Contract award.

Provided that _____ (Prime Contractor's Name) with Certification Number _____ is awarded the State contract in conjunction with Solicitation No. _____, such MBE Prime Contractor intends to perform with its own forces at least \$ _____ which equals to ___% of the Total Contract Amount for performing the following products/services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE) For Construction Projects, General Conditions must be listed separately.	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES	VALUE OF THE WORK

<p>MBE PRIME CONTRACTOR</p> <p>Signature of Representative: _____</p> <p>Printed Name and Title: _____</p> <p>Firm's Name: _____</p> <p>Federal Identification Number: _____</p> <p>Address: _____ _____</p> <p>Telephone: _____</p> <p>Date: _____</p>
--

This form must be completed monthly by the prime contractor.

ATTACHMENT 2 -4A MBE PRIME CONTRACTOR PAID/UNPAID MBE INVOICE REPORT

**Maryland State Department of Education
Minority Business Enterprise Participation**

Prime Contractor Paid/Unpaid MBE Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ Report is due to the MBE Officer by the 15th of the month following the month the services were provided. Note: Please number reports in sequence	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ MBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
---	--

Prime Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX: Email:		
MBE Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
List all payments made to MBE subcontractor named above during this reporting period:		List dates and amounts of any outstanding invoices:	
Invoice#	Amount	Invoice #	Amount
1.		1.	
2.		2.	
3.		3.	
4.		4.	
Total Dollars Paid: \$ _____		Total Dollars Unpaid: \$ _____	
<p>**If more than one MBE subcontractor is used for this contract, you must use separate 2-4A forms. Information regarding payments that the MBE prime will use for purposes of meeting the MBE participation goals must be reported separately in Attachment 2-4B. **Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):</p>			
_____ Contract Manager _____ Contracting Unit (Department) _____ _____ mailto:			

Signature: _____ Date: _____

(Required)

This form must be completed monthly by MBE subcontractor

ATTACHMENT 2 SAMPLE MBE 2-5 SUBCONTRACTOR PAID/UNPAID MBE INVOICE REPORT

**Minority Business Enterprise Participation
Subcontractor Paid/Unpaid MBE Invoice Report**

Report#: _____	Contract #
Reporting Period (Month/Year): _____	Contracting Unit:
Report is due by the 15th of the month following the month the services were performed.	MBE Subcontract Amount:
	Project Begin Date:
	Project End Date:
	Services Provided:

MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:	Email:	
Address:		
City:	State:	ZIP:
Phone:	FAX:	
Subcontractor Services Provided:		

List all payments received from Prime Contractor during reporting period indicated above. <table border="0"> <tr> <td align="center">Invoice Amount</td> <td align="center">Date</td> </tr> <tr> <td>1.</td> <td></td> </tr> <tr> <td>2.</td> <td></td> </tr> <tr> <td>3.</td> <td></td> </tr> <tr> <td>4.</td> <td></td> </tr> <tr> <td colspan="2">Total Dollars Paid: \$ _____</td> </tr> </table>	Invoice Amount	Date	1.		2.		3.		4.		Total Dollars Paid: \$ _____		List dates and amounts of any unpaid invoices over 30 days old. <table border="0"> <tr> <td align="center">Invoice Amount</td> <td align="center">Date</td> </tr> <tr> <td>1.</td> <td></td> </tr> <tr> <td>2.</td> <td></td> </tr> <tr> <td>3.</td> <td></td> </tr> <tr> <td>4.</td> <td></td> </tr> <tr> <td colspan="2">Total Dollars Unpaid: \$ _____</td> </tr> </table>	Invoice Amount	Date	1.		2.		3.		4.		Total Dollars Unpaid: \$ _____	
Invoice Amount	Date																								
1.																									
2.																									
3.																									
4.																									
Total Dollars Paid: \$ _____																									
Invoice Amount	Date																								
1.																									
2.																									
3.																									
4.																									
Total Dollars Unpaid: \$ _____																									

Prime Contractor:	Contact Person:
-------------------	-----------------

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

_____ Contract Manager _____ Contracting Unit Maryland State Department of Education _____ _____ mailto:
--

Signature: _____ Date: _____
(Required)

ATTACHMENT 2 -4B MBE PRIME CONTRACTOR REPORT

**Maryland State Department of Education
Minority Business Enterprise Participation**

MBE Prime Contractor Report

MBE Prime Contractor: Certification Number: Report #: _____ Reporting Period (Month/Year): _____ Report is due to the MBE Officer by the 15th of the month following the month the services were provided. Note: Please number reports in sequence	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ Total Value of the Work to the Self-Performed for purposes of Meeting the MBE participation goal/subgoals: _____ Project Begin Date: _____ Project End Date: _____
---	--

Contact Person: _____		
Address: _____		
City: _____	State: _____	ZIP: _____
Phone: _____	Fax: _____	E-mail: _____

INVOICE NUMBER	VALUE OF THE WORK	NAICS CODE	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES

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

Signature: _____ Date: _____

_____ _____ (Department) _____ _____ _____	Contract Monitor Contracting Unit
---	--------------------------------------

Signature: _____ Date: _____

(Required)

This form must be completed monthly by MBE subcontractor.

ATTACHMENT 2 -5 SUBCONTRACTOR PAID/UNPAID MBE INVOICE REPORT

**Minority Business Enterprise Participation
Subcontractor Paid/Unpaid MBE Invoice Report**

Report#: _____	Contract #
Reporting Period (Month/Year): _____	Contracting Unit:
Report is due by the 15th of the month following the month the services were performed.	MBE Subcontract Amount:
	Project Begin Date:
	Project End Date:
	Services Provided:

MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:		Email:
Address:		
City:		State: ZIP:
Phone:	FAX:	
Subcontractor Services Provided:		
List all payments received from Prime Contractor during reporting period indicated above.		List dates and amounts of any unpaid invoices over 30 days old.
Invoice Amount	Date	Invoice Amount Date
1.		1.
2.		2.
3.		3.
4.		4.
Total Dollars Paid: \$_____		Total Dollars Unpaid: \$_____
Prime Contractor:		Contact Person:
**Return one copy of this form to the following address (electronic copy with signature & date is preferred):		
_____ Contract Manager		
_____ Contracting Unit		
Maryland State Department of Education		
_____ mailto:		

Signature: _____ Date: _____
(Required)

ATTACHMENT 3 TASK ORDER AGREEMENT

CATS+ TORFP# R00B7400067 OF MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this day of Month, 2017 by and between _____ (TO Contractor) and the STATE OF MARYLAND, Maryland State Department of Education (MSDE).

IN CONSIDERATION of the mutual promises 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 Maryland State Department of Education, as identified in the CATS+ TORFP # R00B7400067.
 - b) “CATS+ TORFP” means the Task Order Request for Proposals # R00B7400067, dated MONTH DAY, YEAR, including any addenda and amendments.
 - c) “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated as of its dated date.
 - d) “TO Procurement Officer” means June Dwyer. The Agency may change the TO Procurement Officer at any time by written notice.
 - e) “TO Agreement” means this signed TO Agreement between MSDE and TO Contractor.
 - f) “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g) “TO Manager” means Chandra Haislet. 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 supersede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 3 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 one (1) year, commencing on the date the TO Agreement is fully executed and terminating on Month Day, Year. At the sole option of the State, this TO Agreement may be extended for one (1) one-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 not exceed \$_____. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 3 of the CATS+ TORFP, but no later than thirty (30) days after the Agency's receipt of a proper invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, MSDE

By:

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)

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

- 1) For this TORFP,
- a) Master Contractors shall comply with all personnel requirements defined under the Master Contract RFP 060B2490023.
 - b) Master Contractors shall propose the resource that best fits the specified CATS+ Labor Category>>. A Master Contractor may only propose against labor categories in the Master Contractor's CATS+ Master Contract Financial Proposal.
 - c) A Master Contractor's entire TO Technical Proposal will be deemed not susceptible for award if any of the following occurs:
 - i) Failure to follow these instructions.
 - ii) Failure to propose a resource for each job title or labor category identified in the TORFP as a required submission.
 - iii) Failure of any proposed resource to meet minimum requirements as listed in this TORFP and in the CATS+ Master Contract.
 - iv) Placing content on the Minimum Qualifications Summary that is not also on the Personnel Resume Form. *The function of the Minimum Qualifications Summary is to aid the agency to make a minimum qualification determination. Information on the Minimum Qualification Summary must correspond with information on the Personnel Resume form and shall not contain additional content not found on the other form.*
 - d) Complete and sign the **Minimum Qualifications Summary** (Attachment 5A) and the **Personnel Resume Form** (Attachment 5B) for each resource proposed. Alternate resume formats are not allowed.
 - i) The **Minimum Qualifications Summary** demonstrates the proposed resource meets minimum qualifications for the labor category, as defined in the CATS+ Master Contract RFP Section 2.10, and any additional minimum requirements stated in this TORFP. For each minimum qualification, indicate the location on the Personnel Resume Form (5B) demonstrating meeting this requirement.

Only include the experience relevant to meeting a particular minimum qualification. Every skill must be linked to specific work experience and/or education. *The Minimum Qualification Summary shall not contain content that cannot be correlated to the Personnel Resume form.*

Every experience listed on the Minimum Qualifications Resume Summary must be explicitly listed with start and stop dates. 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 the mandatory time requirement; in this case, three months. Note: Overlapping time periods shall only count once against a specific minimum qualification (i.e., a minimum qualification may not be met by listing two examples occurring during the same time period).

- ii) The **Personnel Resume Form** provides resumes in a standard format. Additional information may be attached to each Personnel Resume Summary if it aids a full and complete understanding of the individual proposed.

ATTACHMENT 5 5A – MINIMUM QUALIFICATIONS SUMMARY

CATS+ TORFP # R00B7400067

*All content on this form must also be on the Personnel Resume Form.
ONLY include information on this summary that supports meeting a minimum qualification.*

Proposed Individual’s Name and Company/Sub-Contractor:	List how the proposed individual meets each requirement by including a reference to relevant entries in Form 5B									
LABOR CATEGORY TITLE – (INSERT CATS+ LABOR CATEGORY NAME)										
Education: Insert the education description from the CATS+ Master Contract RFP from Section 2.10 for the applicable labor category	(Identify school or institution Name; Address; Degree obtained and dates attended.)									
Generalized Experience: Insert the generalized experience description from the CATS+ Master Contract RFP from Section 2.10 for the applicable labor category Provide dates in the format of MM/YY to MM/YY	(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Generalized Experience.) <table border="1" style="width: 100%;"> <tr> <td style="width: 20%;">FROM</td> <td style="width: 10%;">TO</td> <td style="width: 70%;">Job Title and Company</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td>Match to Form 5B:</td> <td colspan="2"><insert cross-reference(s) to the full description on Form 5B></td> </tr> </table>	FROM	TO	Job Title and Company				Match to Form 5B:	<insert cross-reference(s) to the full description on Form 5B>	
FROM	TO	Job Title and Company								
Match to Form 5B:	<insert cross-reference(s) to the full description on Form 5B>									
Specialized Experience: Insert the specialized experience description from the CATS+ Master Contract RFP from Section 2.10 for the applicable labor category Provide dates in the format of MM/YY to MM/YY	(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Specialized Experience.) <table border="1" style="width: 100%;"> <tr> <td style="width: 20%;">FROM</td> <td style="width: 10%;">TO</td> <td style="width: 70%;">Job Title and Company</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td>Match to Form 5B:</td> <td colspan="2"><insert cross-reference to the full description on Form 5B></td> </tr> </table>	FROM	TO	Job Title and Company				Match to Form 5B:	<insert cross-reference to the full description on Form 5B>	
FROM	TO	Job Title and Company								
Match to Form 5B:	<insert cross-reference to the full description on Form 5B>									
TORFP TO Personnel Experience and Certifications: Insert the TO Personnel xperience and Certifications from Section 2.2 of this TORFP. Provide dates in the format of MM/YY to MM/YY										

The information provided on this form for this labor class is true and correct to the best of my knowledge (Signatures must be included):

Master Contractor Representative:

Signature

Date

Proposed Individual:

Signature

Date

ATTACHMENT 5 5B – PERSONNEL RESUME FORM

CATS+ TORFP # R00B7400067

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

Resource Name:	
Master Contractor:	<insert Master Contractor name> Sub-Contractor (if applicable):
Proposed CATS+ Labor Category:	<as described in this TORFP>
Job Title (As listed in TORFP):	<as described in this TORFP>

Education / Training (start with most recent degree / certificate)

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

Relevant Work Experience*

Describe work experience relevant to the Duties / Responsibilities and Minimum Qualifications described in Section 3 of the TORFP. Start with the most recent experience first; do not include experience not relevant to the scope of this TORFP; use [Employment History below for full employment history](#). Enter dates as MM/YY – MM/YY. Add lines as needed.

[Organization] [Title / Role] [Period of Employment / Work (MM/YY – MM/YY)] [Location] [Contact Person (Optional if current employer)] [Technologies Used]	Description of Work (recommended: organize work descriptions to address minimum qualifications and other requirements)
[Organization] [Title / Role] [Period of Employment / Work MM/YY – MM/YY] [Location] [Contact Person] [Technologies Used]	Description of Work (recommended: organize work descriptions to address minimum qualifications and other requirements)

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

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

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

Reference Number:	1
Date From:	<mm/yy>
Date To:	<mm/yy>
Organization Name:	<insert organization name>
Contact Name:	<insert contact>

Contact Phone:	<insert phone>
Contact e-mail:	<insert e-mail>
Details:	<insert details>

The information provided on this form for this labor class is true and correct to the best of my knowledge (Signatures must be included):

Master Contractor Representative:

Signature

Date

Proposed Individual:

Signature

Date

Instruction: Sign each form.

ATTACHMENT 6 PRE-PROPOSAL CONFERENCE DIRECTIONS

The Pre-Proposal Conference will be held at the following location:

**Maryland State Department of Education (MSDE)
Nancy Grasmick Education Building
200 West Baltimore Street
Baltimore, MD 21201**

From Interstate 95 (Washington, D. C.)

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

ATTACHMENT 7 NOTICE TO PROCEED (SAMPLE)

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ Solicitation Number (TORFP #): R00B7400067

Dear TO Contractor Contact:

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

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

Sincerely,

June Dwyer

Task Order Procurement Officer

Enclosures (2)

cc: Chandra Haislet, TO Manager

Procurement Liaison Office, Department of Information Technology

Project Oversight Office, Department of Information Technology

ATTACHMENT 8 AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM

Agency Name: MSDE

Solicitation Title: MHEC SQL SERVER REPORTING EXPANSION

TO Manager: Chandra Haislet 410-767-0025

To: TO Contractor Name

The following deliverable, as required by Solicitation Number (TORFP #): R00B7400067 has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ATTACHMENT 9 NON-DISCLOSURE AGREEMENT (OFFEROR)

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

ATTACHMENT 10 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ___ day of _____, 20___, by and between the State of Maryland ("the State"), acting by and through its Maryland State Department of Education, MSDE, (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 MHEC MICROSOFT SQL SERVER 2012 CONFIGURATION EXPANSION TORFP No. R00B7400067 dated _____, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B2490023; and

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

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

1. 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 means (1) any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement and (2) any and all personally identifiable information (PII) (including but not limited to personal information as defined in Md. Ann. Code, State Govt. § 10-1301(c)) and protected health information (PHI) that is provided by a person or entity to the TO Contractor in connection with this TO Agreement. 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 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 Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.
7. A breach of this Agreement by the TO Contractor or by the TO Contractor’s Personnel shall constitute a breach of the Master Contract Agreement between the TO Contractor and the State.
8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor’s Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State’s rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor’s Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys’ fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor’s Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. TO Contractor and each of the TO Contractor’s Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
 - 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:

MSDE:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A – FOR THE NONDISCLOSURE AGREEMENT (TO CONTRACTOR)
TO CONTRACTOR’S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE
CONFIDENTIAL INFORMATION

Printed Name and Address
of Employee or Agent

Signature

Date

ATTACHMENT 11 TO CONTRACTOR SELF-REPORTING CHECKLIST

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

Master Contractor:	
Master Contractor Contact / Phone:	
Procuring State Agency Name:	
TO Title:	
TO Number:	
TO Type (Fixed Price, T&M, or Both):	
Checklist Issue Date:	
Checklist Due Date:	
Section 1 – Task Orders with Invoices Linked to Deliverables	
A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 2.)	
B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
C) Is the deliverable acceptance process being adhered to as defined in the TORFP? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials	
A) If the TO involves material costs, are material costs passed to the agency without markup by the Master Contractor? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
Section 3 – Substitution of Personnel	
A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 4.)	
B) Did the Master Contractor request each personnel substitution in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	

Was the substitute approved by the agency in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (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 2-4A, 2-4B, and 2-5 submitted monthly? Yes <input type="checkbox"/> No <input type="checkbox"/> (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 subcontractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% ($3,000 \div 10,000 = 0.30$))
Is this consistent with the planned MBE percentage at this stage of the project? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)
Has the Master Contractor expressed difficulty with meeting the MBE goal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, explain the circumstances and any planned corrective actions)
Section 5 – TO Change Management
A) Is there a written change management procedure applicable to this TO? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)
B) Does the change management procedure include the following? Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for change description, justification, and sign-off Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements) Yes <input type="checkbox"/> No <input type="checkbox"/> A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)
C) Have any change orders been executed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)
D) Is the change management procedure being followed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)

SUBMIT AS INSTRUCTED IN TORFP.

ATTACHMENT 12 LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

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

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

ATTACHMENT 13 MERCURY AFFIDAVIT

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

**ATTACHMENT 14 VETERAN SMALL BUSINESS ENTERPRISE PARTICIPATION (VSBE)
FOR STATE OF MARYLAND**

The VSBE participation goal for this solicitation is 0%.

ATTACHMENT 15 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:

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

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

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

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

CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

ATTACHMENT 16 SAMPLE WORK ORDER

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

ATTACHMENT 17 CRIMINAL BACKGROUND CHECK AFFIDAVIT

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

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

I hereby affirm that the _____ (Master Contractor) _____ has provided Maryland State Department of Education with a summary of the security clearance results for all of the candidates that will be working on Task Order MHEC MICROSOFT SQL SERVER 2012 CONFIGURATION EXPANSION R00B7400067 and all of these candidates have successfully passed all of the background checks required under Section 2.4.3.2 of the CATS + Master Contract. Master Contractors hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this Task Order.

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

Master Contractor

Typed Name

Signature

Date

Submit within 45 days of NTP

ATTACHMENT 18 MHEC REPORTS TO BE REPLICATED IN SQL

Degree Information System (DIS) Reports

1. Degree IPEDS Feedback Reports by Institution
 - a. 1st Majors Report
 - b. Degrees by Levels
 - c. Completers
 - d. 2nd Majors
 - e. 3rd Majors
 - f. may be up to 5 majors
2. IPEDS Distance Education (DE) Indicator
 - a. Indicator that shows relationship of DE program to Degree Program
3. Trends in Degrees and Certificates by Program
4. Trends in Degrees and Certificates by Race and Gender

Employee Data System (EDS) Reports

1. EDS Comparison Feedback Report by Institution
 - a. Reporting Comparison of Principal Occupations
 - b. Full-time Faculty by Rank/Tenure
 - c. Full-time Selected Occupations by Highest Degree
 - d. Employee Changes Between Current and Previous Submissions
2. EDS IPEDS Feedback Reports by Institution
 - a. Full-time instructional Staff by Academic Rank and Tenured Status
 - b. Full-time instructional Staff without Faculty Status
 - c. Full-time Instructional Staff by Function (for credit or non-credit)
 - d. Full-time Non-instructional staff by Occupational Category
 - e. Full-time non-instructional staff by occupational category and tenure status
 - f. Salary calculations and outlays for full-time instructional and non-instructional staff
 - g. Part-time staff by occupational category
 - h. Graduate Assistants by occupational categories
 - i. Part-time staff by occupational category and tenure status
 - j. Part-time instructional Staff by Tenured Status
 - k. New Hires, Full-time by occupational category

Enrollment Information System (EIS) Reports

1. Opening Fall Enrollment
2. Enrollment by Place of Residence
3. Trends in Enrollment Program
4. Trends in Enrollment by Race and Gender
5. EIS IPEDS Feedback Reports by Institution
 - a. Enrollment Distance Education
 - b. Enrollment by Age
 - c. Enrollment Residence by State
 - d. Enrollment Residence by County of Origin
 - e. Enrollment by Academic Program, Race and Sex

Financial Aid Information System (FAIS) Reports

1. Financial Aid Feedback Report by Individual Institution
2. Financial Aid Segment Aggregate Report
3. Financial Aid Institutional Aggregate Report

Transfer Reports

1. Undergraduate Transfers among Maryland Public Institutions

ATTACHMENT 19 MHEC SAMPLE REPORT 1

01/09/17

FINANCIAL AID INFORMATION SYSTEM (FAIS) REPORT
UNDERGRADUATE STUDENTS
ACADEMIC YEAR 14-15
(DOLLARS)

MHEC

AID TYPE	COMMUNITY COLLEGES	UNIV. OF MARYLAND	MORGAN STATE UN.	ST. MARY'S COLLEGE	INDEPENDENT COLLEGES	CAREER SCHOOLS	PRIVATE SCHOOLS	STATE TOTAL
GRANTS								
Federal Pell Grant	171,017,913	146,072,914	16,607,877	1,371,837	33,296,563	26,060,848	394,427,952	
Fed. Supp. Educ. Opport. Grant	4,410,019	4,815,893	822,391	33,815	3,139,655	391,898	13,613,671	
Other Federal Grants	3,324,278	4,749,015	1,365,622	0	8,403,659	2,402,054	20,244,628	
Educational Assistance Grant	9,790,816	41,514,482	3,574,100	751,450	6,660,100	0	62,920,948	
Guaranteed Access Grant	250,900	9,437,939	639,200	615,450	7,012,700	0	17,956,189	
Part-Time Grant	3,990,114	903,891	43,719	888	66,840	0	5,005,452	
Grants from Private Sources	1,742,490	5,218,100	900,998	342,512	1,985,461	1,108,491	11,298,052	
Institutional Grants	4,444,998	57,100,823	6,024,239	3,073,010	205,022,740	321,078	275,986,888	
Jack F. Tolbert Memorial Grant	0	0	0	0	0	151,500	151,500	
Early College Access Grant	0	0	0	0	0	0	0	
TEACH Grant	7,274	241,141	16,000	0	44,882	0	309,297	
Iraq & Afghanistan Service Grant	3,014	2,656	0	0	0	0	5,670	
SUB-TOTAL	198,981,816	270,056,854	29,994,146	6,188,962	265,632,600	30,435,869	801,290,247	
LOANS								
Federal Perkins Loans	112,690	4,387,923	189,366	0	5,555,206	1,815,975	12,061,160	
Federal Subsidized Stafford Loans	58,199,455	173,566,909	18,067,057	2,285,127	59,571,700	22,997,187	334,687,435	
Federal Unsub. Stafford Loans	54,825,304	196,696,299	20,175,905	2,754,062	57,195,262	19,295,651	350,942,483	
Federal PLUS Loans	1,795,193	101,212,816	10,736,026	4,507,792	116,996,038	1,561,782	236,809,647	
Other Federal Loans	0	156,600	0	0	8,000	0	164,600	
Institutional Loans	0	0	0	0	644,027	2,740,993	3,385,020	
Loans from Private Sources	2,822,678	58,182,783	3,195,951	774,625	40,116,142	571,959	105,664,138	
SUB-TOTAL	117,755,320	534,203,330	52,364,305	10,321,606	280,086,375	48,983,547	1,043,714,483	
SCHOLARSHIPS								
Distinguished Scholar Award	0	580,500	0	36,000	135,000	0	751,500	
Delegate Scholarship	809,435	3,128,731	195,245	122,706	599,200	5,584	4,860,901	
Senatorial Scholarship	915,936	4,020,473	261,900	158,800	902,525	5,550	6,265,184	
Edward T. Conroy Memorial Sch.	89,663	754,561	14,756	10,400	143,314	0	1,012,714	
Diversity Grants	0	774,169	209,763	0	553,099	0	1,537,031	
Federal Scholarships	568,269	543,900	360,898	0	2,469,900	0	3,942,967	
Institutional Athletic Sch.	699,649	13,851,635	3,248,963	0	10,437,266	0	28,237,513	
Other Institutional Scholarships	11,138,648	66,034,150	2,955,052	2,554,432	152,917,858	0	235,600,180	
Private Athletic Scholarships	47,072	14,777,808	6,000	0	6,000	0	14,830,880	
Other Private Scholarships	6,168,442	33,936,705	676,339	325,449	11,006,509	0	52,113,444	
*Tuition Waivers to Employers	2,131,331	14,927,684	907,936	415,749	9,913,525	0	28,296,225	
Tuition Waivers to Seniors	2,974,380	634,749	0	3,978	0	0	3,613,107	
Tuition Waivers to Students	2,533,663	6,505,645	0	212,335	6,711,682	0	15,963,325	
Institutional Scholarships - PCS	0	0	0	0	0	539,741	539,741	
Scholarships Private Sources - PC	0	0	0	0	0	176,029	176,029	
Distinguished Scholar CC Transfer	0	0	0	0	0	0	0	
GEAR UP Scholarship	0	0	625	0	0	0	625	
Workforce Shortage Stud Asst Grant	42,500	459,399	37,000	4,000	158,500	0	701,399	
Veterans of Afgan & Iraq Conrl Sc	164,432	990,226	48,421	45,557	138,547	0	1,387,183	
Tuition Waivers to Disabled	466,048	0	0	0	0	0	466,048	
Tuition Waivers to Foster Care	434,208	245,636	164,114	0	0	0	844,958	
Tuition Waivers to Homeless Youth	38,595	79,310	37,786	0	0	0	155,691	
SUB-TOTAL	29,222,291	162,246,321	9,118,798	3,889,406	196,092,925	726,904	401,296,645	

01/09/17

MHEC FINANCIAL AID INFORMATION SYSTEM (FAIS) REPORT
 UNDERGRADUATE STUDENTS
 ACADEMIC YEAR 14-15
 (DOLLARS)

AID TYPE	COMMUNITY COLLEGES	UNIV. OF MARYLAND	MORGAN STATE UN.	ST. MARY'S COLLEGE	INDEPENDENT COLLEGES	CAREER SCHOOLS	PRIVATE SCHOOLS	STATE TOTAL
WORK STUDY								
Federal Work-Study	3,702,235	3,597,694	641,047	81,677	6,657,258	98,999	14,778,910	
Institutional Work-Study/Employ.	272,457	2,887,967	0	0	2,584,940	12,813	5,758,177	
SUB-TOTAL	3,974,692	6,485,661	641,047	81,677	9,242,198	111,812	20,537,087	
TOTAL SUPPORT	349,934,119	972,992,166	92,118,296	20,481,651	751,054,098	80,258,132	2,266,838,462	
LESS FRINGE BENEFITS	2,131,331	14,927,684	907,936	415,749	9,913,525	0	28,296,225	
TOTAL AID	347,802,788	958,064,482	91,210,360	20,065,902	741,140,573	80,258,132	2,238,542,237	

SOURCE FAIS. * INDICATES AID TYPE AS A FRINGE BENEFIT

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MHEC FINANCIAL AID INFORMATION SYSTEM (FAIS) REPORT
 UNDERGRADUATE STUDENTS
 ACADEMIC YEAR 14-15
 (NUMBERS)

MHEC

AID TYPE	COMMUNITY COLLEGES	UNIV. OF MARYLAND	MORGAN STATE UN.	ST. MARY'S COLLEGE	INDEPENDENT COLLEGES	PRIVATE CAREER SCHOOLS	STATE TOTAL
GRANTS							
Federal Pell Grant	56,754	41,528	3,907	315	8,254	7,873	118,631
Fed. Supp. Educ. Opport. Grant	8,501	5,607	574	70	5,644	2,814	23,210
Other Federal Grants	2,597	875	179	0	432	301	4,384
Educational Assistance Grant	8,940	16,537	1,470	267	2,377	0	29,591
Guaranteed Access Grant	1,139	804	71	38	440	0	1,492
Part-time Grant	5,357	1,434	41	2	102	0	6,936
Grants from Private Sources	2,623	1,243	432	61	333	400	5,092
Institutional Grants	5,990	22,727	2,622	544	18,453	552	50,888
Jack F. Tolbert Memorial Grant	0	0	0	0	0	295	295
Early College Access Grant	0	0	0	0	0	0	0
TEACH Grant	3	66	4	0	16	0	89
Iraq & Afghanistan Service Grant	1	1	0	0	0	0	2
SUB-TOTAL	90,905	90,822	9,300	1,297	36,051	12,235	240,610
UNDUPLICATED NUMBER	63,313	49,304	4,931	616	17,757	8,506	144,427
LOANS							
Federal Perkins Loans	44	2,067	102	0	2,497	815	5,525
Federal Subsidized Stafford Loans	19,785	46,015	4,439	565	14,682	8,505	93,991
Federal Unsub. Stafford Loans	16,240	49,940	5,442	693	15,711	5,864	93,890
Federal PLUS Loans	275	7,700	795	301	5,681	255	15,007
Other Federal Loans	0	42	0	0	2	0	44
Institutional Loans	0	0	0	0	109	799	908
Loans from Private Sources	556	5,753	290	52	2,366	93	9,110
SUB-TOTAL	36,900	111,517	11,068	1,611	41,048	16,331	218,475
UNDUPLICATED NUMBER	23,323	56,759	5,163	836	18,018	8,137	112,236
SCHOLARSHIPS							
Distinguished Scholar Award	0	201	0	13	47	0	261
Delegate Scholarship	1,102	4,451	217	128	731	7	6,636
Senatorial Scholarship	1,264	4,764	255	179	1,047	13	7,522
Edward T. Conroy Memorial Sch.	30	95	2	1	16	0	144
Diversity Grants	0	440	109	0	234	0	783
Federal Scholarships	243	125	58	0	153	0	579
Institutional Athletic Sch.	670	1,472	300	0	785	0	3,227
Other Institutional Scholarships	13,263	18,747	667	717	15,732	0	49,126
Private Athletic Scholarships	51	2,801	179	120	2,953	0	2,853
Other Private Scholarships	5,750	12,329	248	57	4,410	0	21,331
*Tuition Waivers to Employee/Depen	2,075	4,733	248	57	4,410	0	7,523
Tuition Waivers to Seniors	5,238	4,249	0	4	0	0	5,491
Tuition Waivers to Students	3,653	4,219	0	71	554	0	8,497
Institutional Scholarships - PCS	0	0	0	0	0	722	722
Scholarships Private Sources - PC	0	0	0	0	0	100	100
Distinguished Scholar CC Transfer	0	0	0	0	0	0	0
GEAR UP Scholarship	0	0	1	0	0	0	1
Workforce Shortage Stud Asst Gran	41	137	10	1	44	0	233
Veterans of Afgan & Iraq Confl Sc	31	114	6	5	19	0	175
Tuition Waivers to Disabled	605	0	0	0	0	0	605
Tuition Waivers to Foster Care	182	38	23	0	0	0	243
Tuition Waivers to Homeless Youth	17	11	4	0	0	0	32
SUB-TOTAL	34,215	54,926	2,079	1,296	22,726	842	116,084
UNDUPLICATED NUMBER	26,399	35,162	1,539	940	14,443	836	79,319

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MHEC FINANCIAL AID INFORMATION SYSTEM (FAIS) REPORT
 UNDERGRADUATE STUDENTS
 ACADEMIC YEAR 14-15
 (NUMBERS)

AID TYPE	COMMUNITY COLLEGES	UNIV. OF MARYLAND	MORGAN STATE UN.	ST. MARY'S COLLEGE	INDEPENDENT COLLEGES	PRIVATE CAREER SCHOOLS	STATE TOTAL
WORK STUDY							
Federal Work-Study	1,496	1,939	362	114	3,812	66	7,789
Institutional Work-Study/Employ.	126	799	0	0	802	9	1,736
SUB-TOTAL	1,622	2,738	362	114	4,614	75	9,525
UNDUPLICATED NUMBER	1,600	2,530	276	114	4,347	64	8,931
TOTAL SUPPORT	163,642	260,003	22,809	4,318	104,439	29,483	584,694
UNDUPLICATED NUMBER	87,477	91,147	6,244	1,382	27,652	15,794	229,696

SOURCE FAIS. * INDICATES AID TYPE AS A FRINGE BENEFIT

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MHEC FINANCIAL AID INFORMATION SYSTEM (FAIS) REPORT
 UNDERGRADUATE STUDENTS
 ACADEMIC YEAR 14-15
 (AVERAGE DOLLAR AMOUNTS)

AID TYPE	COMMUNITY COLLEGES	UNIV. OF MARYLAND	MORGAN STATE UN.	ST. MARY'S COLLEGE	INDEPENDENT COLLEGES	PRIVATE CAREER SCHOOLS	STATE TOTAL
GRANTS							
Federal Pell Grant	3,013	3,517	4,250	4,355	4,033	3,310	3,324
Fed. Supp. Educ. Opport. Grant	518	858	1,432	483	556	139	586
Other Federal Grants	1,280	5,427	7,629	0	19,452	7,980	4,617
Educational Assistance Grant	1,095	2,510	2,431	2,814	2,801	0	2,105
Guaranteed Access Grant	1,805	11,738	9,002	16,196	15,937	0	12,034
Part-time Grant	744	630	1,066	444	655	0	721
Grants from Private Sources	664	4,197	2,085	5,614	5,962	2,771	2,218
Institutional Grants	742	2,512	2,297	5,648	11,110	581	5,423
Jack F. Tolbert Memorial Grant	0	0	0	0	0	513	513
Early College Access Grant	0	0	0	0	0	0	0
TEACH Grant	2,424	3,653	4,000	0	2,805	0	3,475
Iraq & Afghanistan Service Grant	3,014	2,656	0	0	0	0	2,835
AVERAGE AWARD	2,188	2,973	3,225	4,771	7,368	2,487	3,330
AVERAGE AWARD PER RECIPIENT	3,142	5,477	6,082	10,047	14,959	3,578	5,548
LOANS							
Federal Perkins Loans	2,561	2,122	1,856	0	2,224	2,228	2,183
Federal Subsidized Stafford Loans	2,941	3,771	4,070	4,044	4,057	2,703	3,560
Federal Unsub. Stafford Loans	3,375	3,938	3,707	3,974	3,640	3,290	3,737
Federal PLUS Loans	6,527	13,144	13,504	14,976	20,594	6,124	18,779
Other Federal Loans	0	3,728	0	0	4,000	0	3,740
Institutional Loans	0	0	0	0	5,908	0	3,430
Loans from Private Sources	5,076	10,113	11,020	14,896	16,955	6,150	11,598
AVERAGE AWARD	3,191	4,790	4,731	6,406	6,823	2,999	4,777
AVERAGE AWARD PER RECIPIENT	5,048	9,411	10,142	12,346	15,544	6,019	9,299
SCHOLARSHIPS							
Distinguished Scholar Award	0	2,888	0	2,769	2,872	0	2,879
Delegate Scholarship	734	702	899	958	819	797	732
Senatorial Scholarship	724	843	1,027	887	862	426	832
Edward T. Conroy Memorial Sch.	2,989	7,942	7,378	10,400	8,957	0	7,032
Diversity Grants	0	1,759	1,924	0	2,363	0	1,963
Federal Scholarships	2,338	4,351	6,222	0	16,143	0	6,809
Institutional Athletic Sch.	1,044	9,210	10,829	0	13,295	0	8,750
Other Institutional Scholarships	839	3,522	4,430	3,562	9,720	0	4,795
Private Athletic Scholarships	922	5,275	0	0	6,000	0	5,198
Other Private Scholarships	1,072	2,752	3,778	2,712	3,727	0	2,443
*Tuition Waivers to Employee/Depen	1,027	3,153	3,661	7,293	24,179	0	3,761
Tuition Waivers to Seniors	567	2,949	0	994	0	0	658
Tuition Waivers to Students	693	1,541	0	2,990	12,114	0	1,878
Institutional Scholarships - PCS	0	0	0	0	0	747	1,760
Scholarships Private Sources - PC	0	0	0	0	0	1,760	1,760
Distinguished Scholar CC Transfer	0	0	0	0	0	0	0
GEAR UP Scholarship	0	0	0	0	0	0	0
Workforce Shortage Stud Asst Gran	1,036	3,353	625	4,000	3,602	0	625
Veterans of Afgan & Iraq Confl Sc	5,304	8,686	8,070	9,111	7,291	0	3,010
Tuition Waivers to Disabled	770	0	0	0	0	0	770
Tuition Waivers to Foster Care	2,385	6,490	7,135	0	0	0	3,477
Tuition Waivers to Homeless Youth	2,270	7,210	9,446	0	0	0	4,865
AVERAGE AWARD	854	2,953	4,385	3,001	8,628	863	4,865
AVERAGE AWARD PER RECIPIENT	1,106	4,614	5,925	4,137	13,577	869	5,059

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MHEC FINANCIAL AID INFORMATION SYSTEM (FAIS) REPORT
 UNDERGRADUATE STUDENTS
 ACADEMIC YEAR 14-15
 (AVERAGE DOLLAR AMOUNTS)

AID TYPE	COMMUNITY COLLEGES	UNIV. OF MARYLAND	MORGAN STATE UN.	ST. MARY'S COLLEGE	INDEPENDENT COLLEGES	PRIVATE CAREER SCHOOLS	STATE TOTAL
WORK STUDY							
Federal Work-Study	2,474	1,855	1,770	716	1,746	1,499	1,897
Institutional Work-Study/Employ.	2,162	3,614	0	0	3,223	1,423	3,316
AVERAGE AWARD	2,450	2,368	1,770	716	2,003	1,490	2,156
AVERAGE AWARD PER RECIPIENT	2,484	2,563	2,322	716	2,126	1,747	2,299
TOTAL AVERAGE AWARD	2,138	3,742	4,038	4,743	7,191	2,722	3,876
AVERAGE AWARD PER RECIPIENT	4,000	10,674	14,753	14,820	27,160	5,081	9,868

SOURCE FAIS. * INDICATES AID TYPE AS A FRINGE BENEFIT

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FINANCIAL AID INFORMATION SYSTEM (FAIS) REPORT
UNDERGRADUATE STUDENTS
ACADEMIC YEAR 14-15
(PERCENT STATE TOTAL)

AID TYPE	COMMUNITY COLLEGES	UNIV. OF MARYLAND	MORGAN STATE UN.	ST. MARY'S COLLEGE	INDEPENDENT COLLEGES	PRIVATE CAREER SCHOOLS	STATE TOTAL
GRANTS							
Federal Pell Grant	43.3	37.0	4.2	0.3	8.4	6.6	100.0
Fed. Supp. Educ. Opport. Grant	32.3	35.3	6.0	0.2	23.0	2.8	100.0
Other Federal Grants	16.4	23.4	6.7	0.0	41.5	11.8	100.0
Educational Assistance Grant	15.7	66.6	5.7	1.2	10.6	0.0	100.0
Guaranteed Access Grant	1.3	52.5	3.5	3.4	39.0	0.0	100.0
Part-Time Grant	79.7	18.0	0.8	0.0	1.3	0.0	100.0
Grants from Private Sources	15.4	46.1	7.9	3.0	17.5	9.8	100.0
Institutional Grants	1.6	20.6	2.1	1.1	74.2	0.1	100.0
Jack F. Tolbert Memorial Grant	0.0	0.0	0.0	0.0	0.0	100.0	100.0
Early College Access Grant	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TEACH Grant	2.3	77.9	5.1	0.0	14.5	0.0	100.0
Iraq & Afghanistan Service Grant	53.1	46.8	0.0	0.0	0.0	0.0	100.0
SUB-TOTAL	24.8	33.7	3.7	0.7	33.1	3.7	100.0
LOANS							
Federal Perkins Loans	0.9	36.3	1.5	0.0	46.0	15.0	100.0
Federal Subsidized Stafford Loans	17.3	51.8	5.3	0.6	17.7	6.8	100.0
Federal Unsub. Stafford Loans	15.6	56.0	5.7	0.7	16.2	5.4	100.0
Federal PLUS Loans	0.7	42.7	4.5	1.9	49.4	0.6	100.0
Other Federal Loans	0.0	95.1	0.0	0.0	4.8	0.0	100.0
Institutional Loans	0.0	0.0	0.0	0.0	19.0	80.9	100.0
Loans from Private Sources	2.6	55.0	3.0	0.7	37.9	0.5	100.0
SUB-TOTAL	11.2	51.1	5.0	0.9	26.8	4.6	100.0
SCHOLARSHIPS							
Distinguished Scholar Award	0.0	77.2	0.0	4.7	17.9	0.0	100.0
Delegate Scholarship	16.6	64.3	4.0	2.5	12.3	0.1	100.0
Senatorial Scholarship	14.6	64.1	4.1	2.5	14.4	0.0	100.0
Edward T. Conroy Memorial Sch.	8.8	74.5	1.4	1.0	14.1	0.0	100.0
Diversity Grants	0.0	50.3	13.6	0.0	35.9	0.0	100.0
Federal Scholarships	14.4	13.7	9.1	0.0	62.6	0.0	100.0
Other Institutional Athletic Sch.	2.4	49.0	11.5	0.0	36.9	0.0	100.0
Private Athletic Scholarships	4.7	28.0	1.2	1.0	64.9	0.0	100.0
Other Private Scholarships	0.3	99.6	0.0	0.0	0.0	0.0	100.0
*Tuition Waivers to Employee/Depen	11.8	65.1	1.2	0.6	21.1	0.0	100.0
Tuition Waivers to Seniors	7.5	52.7	3.2	1.4	35.0	0.0	100.0
Tuition Waivers to Students	82.3	17.5	0.0	0.1	0.0	0.0	100.0
Institutional Scholarships - PCS	15.8	40.7	0.0	1.3	42.0	0.0	100.0
Scholarships Private Sources - PC	0.0	0.0	0.0	0.0	0.0	100.0	100.0
Distinguished Scholar CC Transfer	0.0	0.0	0.0	0.0	0.0	0.0	0.0
GEAR UP Scholarship	0.0	0.0	100.0	0.0	0.0	0.0	100.0
Workforce Shortage Stud Asst Gran	6.0	65.4	15.2	0.5	22.5	0.0	100.0
Veterans of Afgan & Iraq Conf/ Sc	11.8	71.3	3.4	3.2	9.9	0.0	100.0
Tuition Waivers to Disabled	100.0	0.0	0.0	0.0	0.0	0.0	100.0
Tuition Waivers to Foster Care	51.3	29.1	19.4	0.0	0.0	0.0	100.0
Tuition Waivers to Homeless Youth	24.7	50.9	24.2	0.0	0.0	0.0	100.0
SUB-TOTAL	7.2	40.4	2.2	0.9	48.8	0.1	100.0

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MHEC FINANCIAL AID INFORMATION SYSTEM (FAIS) REPORT

UNDERGRADUATE STUDENTS
ACADEMIC YEAR 14-15
(PERCENT STATE TOTAL)

AID TYPE	COMMUNITY COLLEGES	UNIV. OF MARYLAND	MORGAN STATE UN.	ST. MARY'S COLLEGE	INDEPENDENT COLLEGES	PRIVATE CAREER SCHOOLS	STATE TOTAL
WORK STUDY							
Federal Work-Study	25.0	24.3	4.3	0.5	45.0	0.6	100.0
Institutional Work-Study/Employ.	4.7	50.1	0.0	0.0	44.8	0.2	100.0
SUB-TOTAL	19.3	31.5	3.1	0.3	45.0	0.5	100.0
TOTAL SUPPORT	15.4	42.9	4.0	0.9	33.1	3.5	100.0

SOURCE FAIS. * INDICATES AID TYPE AS A FRINGE BENEFIT

TOTALS MAY NOT ADD DUE TO TRUNCATION.

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MHEC FINANCIAL AID INFORMATION SYSTEM (FAIS) REPORT
 UNDERGRADUATE STUDENTS
 ACADEMIC YEAR 14-15
 (PERCENTAGE DISTRIBUTION BY TYPE OF SUPPORT)

AID TYPE	COMMUNITY COLLEGES	UNIV. OF MARYLAND	MORGAN STATE UN.	ST. MARY'S COLLEGE	INDEPENDENT COLLEGES	PRIVATE CAREER SCHOOLS	STATE TOTAL
GRANTS							
Federal Pell Grant	48.8	15.0	18.0	6.6	4.4	32.4	17.3
Fed. Supp. Educ. Opport. Grant	1.2	0.4	0.8	0.1	0.6	0.4	0.6
Other Federal Grants	0.9	0.4	1.4	0.0	1.1	2.9	0.8
Educational Assistance Grant	2.7	4.2	3.8	3.6	0.8	0.0	2.7
Guaranteed Access Grant	0.0	0.9	0.6	3.0	0.9	0.0	0.7
Part-Time Grant	1.1	0.0	0.0	0.0	0.0	0.0	0.2
Grants From Private Sources	0.4	0.5	0.9	1.6	0.2	1.3	0.4
Institutional Grants	1.2	5.8	6.5	15.0	27.2	0.4	12.1
Jack F. Tolbert Memorial Grant	0.0	0.0	0.0	0.0	0.0	0.1	0.0
Early College Access Grant	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TEACH Grant	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Iraq & Afghanistan Service Grant	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUB-TOTAL	56.8	27.7	32.5	30.2	35.3	37.9	35.3
LOANS							
Federal Perkins Loans	0.0	0.4	0.2	0.0	0.7	2.2	0.5
Federal Subsidized Stafford Loans	16.6	17.8	19.6	11.1	7.9	28.6	14.7
Federal PLUS Loans	15.6	20.2	21.9	13.4	7.6	24.0	15.4
Other Federal Loans	0.5	10.4	11.6	22.0	15.5	1.9	10.4
Institutional Loans	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Loans from Private Sources	0.0	0.0	0.0	0.0	0.0	3.4	0.1
SUB-TOTAL	33.6	54.9	56.8	50.3	37.2	61.0	46.0
SCHOLARSHIPS							
Distinguished Scholar Award	0.0	0.0	0.0	0.1	0.0	0.0	0.0
Delegate Scholarship	0.2	0.3	0.2	0.5	0.0	0.0	0.2
Senatorial Scholarship	0.2	0.4	0.2	0.7	0.1	0.0	0.2
Edward T. Conroy Memorial Sch.	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Diversity Grants	0.0	0.0	0.2	0.0	0.0	0.0	0.0
Federal Scholarships	0.1	0.0	0.3	0.0	0.3	0.0	0.1
Institutional Athletic Sch.	0.1	1.4	3.5	0.0	1.3	0.0	1.2
Other Institutional Scholarships	3.1	6.7	3.2	0.0	20.3	0.0	10.3
Private Athletic Scholarships	0.0	1.5	0.0	0.0	0.0	0.0	0.6
Other Private Scholarships	1.7	3.4	0.7	1.5	1.4	0.0	2.2
*Tuition Waivers to Employee/Depen	0.6	1.5	0.9	2.0	1.3	0.0	1.2
Tuition Waivers to Seniors	0.8	1.0	0.0	0.0	0.0	0.0	0.1
Tuition Waivers to Students	0.7	0.6	0.0	1.0	0.8	0.0	0.7
Institutional Scholarships - PCS	0.0	0.0	0.0	0.0	0.0	0.6	0.0
Scholarships Private Sources - PC	0.0	0.0	0.0	0.0	0.0	0.2	0.0
Distinguished Scholar CC Transfer	0.0	0.0	0.0	0.0	0.0	0.0	0.0
GEAR UP Scholarship	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Workforce Shortage Stud. Asst Grant	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Veterans of Afgan & Iraq Confli Sc	0.1	0.1	0.0	0.2	0.0	0.0	0.0
Tuition Waivers to Disabled	0.1	0.0	0.0	0.0	0.0	0.0	0.0
Tuition Waivers to Foster Care	0.1	0.0	0.1	0.0	0.0	0.0	0.0
Tuition Waivers to Homeless Youth	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUB-TOTAL	8.3	16.6	9.8	18.9	26.1	0.9	17.7

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FINANCIAL AID INFORMATION SYSTEM (FAIS) REPORT
 UNDERGRADUATE STUDENTS
 ACADEMIC YEAR 14-15
 (PERCENTAGE DISTRIBUTION BY TYPE OF SUPPORT)

MHEC

AID TYPE	COMMUNITY COLLEGES	UNIV. OF MARYLAND	MORGAN STATE UN.	ST. MARY'S COLLEGE	INDEPENDENT COLLEGES	PRIVATE CAREER SCHOOLS	STATE TOTAL
WORK STUDY							
Federal Work-Study	1.0	0.3	0.6	0.3	0.8	0.1	0.6
Institutional Work-Study/Employ.	0.0	0.2	0.0	0.0	0.3	0.0	0.2
SUB-TOTAL	1.1	0.6	0.6	0.3	1.2	0.1	0.9
TOTAL SUPPORT	100.0	100.0	100.0	100.0	100.0	100.0	100.0

SOURCE FAIS. * INDICATES AID TYPE AS A FRINGE BENEFIT

TOTALS MAY NOT ADD DUE TO TRUNCATION.

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FINANCIAL AID INFORMATION SYSTEM (FAIS) REPORT

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GRADUATE STUDENTS
ACADEMIC YEAR 14-15
(DOLLARS)

AID TYPE	COMMUNITY COLLEGES	UNIV. OF MARYLAND	MORGAN STATE UN.	ST. MARY'S COLLEGE	INDEPENDENT COLLEGES	PRIVATE CAREER SCHOOLS	STATE TOTAL
GRANTS							
Federal Sources	0	1,807,491	33,105	0	25,121,890	0	26,962,486
Grants from Prof. School Sch.	0	928,896	43,348	0	327,116	0	1,299,360
Grants from Private Sources	0	4,561,321	200,336	0	5,444,530	0	10,206,187
Institutional Grants	0	8,484,310	241,521	2,111	55,465,264	0	64,193,206
TEACH Grant	0	64,736	0	0	79,643	0	164,379
Iraq & Afghanistan Service Grant	0	0	0	0	0	0	0
SUB-TOTAL	0	15,866,754	518,310	2,111	86,438,443	0	102,825,618
LOANS							
Federal Perkins Loans	0	5,993,979	0	71,800	2,661,282	0	8,727,061
Federal Subsidized Stafford Loans	0	0	0	0	92,423	0	92,423
Federal Unsub. Stafford Loans	0	191,591,077	11,813,760	317,080	133,521,411	0	337,243,328
Other Federal Loans	0	1,059,947	818,281	0	156,720	0	2,074,948
Institutional Loans	0	18,000	0	0	1,195,701	0	1,213,701
Loans from Private Sources	0	6,173,828	68,776	0	5,474,237	0	11,716,641
PLUS Loans for Graduate Students	0	76,261,658	0	31,755	32,428,704	0	108,722,117
SUB-TOTAL	0	281,138,289	12,700,817	420,635	175,530,478	0	469,790,219
SCHOLARSHIP							
Delegate Scholarship	0	445,056	14,125	4,255	99,970	0	563,406
Senatorial Scholarship	0	704,787	19,400	1,400	124,025	0	849,612
Edward T. Conroy Memorial Sch.	0	102,772	9,387	0	28,508	0	140,667
Diversity Grants	0	2,051,244	40,026	0	0	0	2,091,270
Federal Scholarships	0	87,053	569,013	0	737,854	0	1,403,920
Institutional Athletic Sch.	0	161,871	64,818	0	208,120	0	434,809
Other Institutional Scholarships	0	10,503,573	920,569	9,841	20,748,641	0	32,182,624
Private Athletic Scholarships	0	851,466	0	0	0	0	851,466
Other Private Scholarships	0	23,741,415	83,685	0	2,660,758	0	26,485,858
*Tuition Waivers to Employee/Depen	0	10,289,901	342,861	0	2,125,321	0	12,758,083
Tuition Waivers to Seniors	0	784,297	15,359	0	0	0	800,000
Tuition Waivers to Students	0	46,476,164	4,637	0	1,644,504	0	48,125,305
Graduate Nursing Scholarship	0	586,789	48,723	0	629,906	0	1,265,418
Workforce Shortage Stud Asst Gran	0	250,000	20,000	0	34,000	0	304,000
Tuition Waivers to Disabled	0	0	0	0	0	0	0
SUB-TOTAL	0	97,046,388	2,152,603	15,496	29,041,607	0	128,256,094
WORK STUDY							
Assistantships (Research/Teaching)	0	100,433,280	0	0	17,089,020	0	117,522,300
Federal Work-Study	0	1,338,026	0	0	681,912	0	2,019,938
Institutional Work-Study/Employ.	0	262,468	0	0	782,272	0	1,044,740
SUB-TOTAL	0	102,033,774	0	0	18,553,204	0	120,586,978
TOTAL SUPPORT	0	496,085,205	15,371,730	438,242	309,563,732	0	821,458,909
LESS FRINGE BENEFITS							
TOTAL AID	0	10,289,901	342,861	438,242	2,125,321	0	12,758,083
	0	485,795,304	15,028,869	438,242	307,438,411	0	808,700,826

SOURCE FAIS. * INDICATES AID TYPE AS A FRINGE BENEFIT

01/09/17

MHEC FINANCIAL AID INFORMATION SYSTEM (FAIS) REPORT

GRADUATE STUDENTS
ACADEMIC YEAR 14-15
(NUMBERS)

AID TYPE	COMMUNITY COLLEGES	UNIV. OF MARYLAND	MORGAN STATE UN.	ST. MARY'S COLLEGE	INDEPENDENT COLLEGES	PRIVATE CAREER SCHOOLS	STATE TOTAL
GRANTS							
Federal Sources	0	244	8	0	2,180	0	2,432
Graduate and Prof. School Sch.	0	451	25	0	150	0	626
Grants from Private Sources	0	916	60	0	512	0	1,488
Institutional Grants	0	2,398	53	3	5,433	0	7,887
TEACH Grant	0	29	0	0	33	0	62
Iraq & Afganistan Service Grant	0	0	0	0	0	0	0
SUB-TOTAL	0	4,038	146	3	8,308	0	12,495
UNDUPLICATED NUMBER	0	3,312	143	3	6,605	0	10,063
LOANS							
Federal Perkins Loans	0	972	0	18	656	0	1,646
Federal Subsidized Stafford Loans	0	0	0	0	22	0	22
Federal Unsub. Stafford Loans	0	18,655	720	18	9,037	0	28,430
Other Federal Loans	0	105	66	0	6	0	177
Institutional Loans	0	18	0	0	189	0	207
Loans from Private Sources	0	566	9	0	390	0	965
PLUS Loans for Graduate Students	0	4,692	0	3	1,738	0	6,433
SUB-TOTAL	0	25,008	795	39	12,038	0	37,880
UNDUPLICATED NUMBER	0	17,997	747	20	8,881	0	27,645
SCHOLARSHIP							
Delegate Scholarship	0	576	12	4	112	0	704
Senatorial Scholarship	0	702	19	2	134	0	857
Edward T. Conroy Memorial Sch.	0	16	1	0	4	0	21
Diversity Grants	0	305	11	0	0	0	316
Federal Scholarships	0	22	179	0	40	0	241
Other Institutional Athletic Sch.	0	21	7	0	30	0	58
Other Institutional Scholarships	0	2,245	203	8	1,706	0	4,162
Private Athletic Scholarships	0	90	0	0	0	0	90
*Other Private Scholarships	0	4,663	7	0	499	0	5,169
Tuition Waivers to Employee/Depen	0	2,668	93	0	332	0	3,093
Tuition Waivers to Seniors	0	200	3	0	0	0	203
Tuition Waivers to Students	0	13,121	2	0	603	0	13,726
Graduate Nursing Scholarship	0	58	8	0	63	0	129
Workforce Shortage Stud Asst Gran	0	78	5	0	15	0	98
Tuition Waivers to Disabled	0	0	0	0	0	0	0
SUB-TOTAL	0	24,775	550	14	3,538	0	28,877
UNDUPLICATED NUMBER	0	14,536	448	12	2,965	0	17,961
WORK STUDY							
Assistantships (Research/Teaching	0	6,066	0	0	1,236	0	7,302
Federal Work-Study	0	267	0	0	283	0	550
Institutional Work-Study/Employ.	0	97	0	0	239	0	336
SUB-TOTAL	0	6,430	0	0	1,758	0	8,188
UNDUPLICATED NUMBER	0	6,350	0	0	1,647	0	7,997
TOTAL SUPPORT							
UNDUPLICATED NUMBER	0	60,251	1,491	56	25,642	0	87,440
	0	29,454	1,053	23	16,075	0	46,605

SOURCE FAIS. * INDICATES AID TYPE AS A FRINGE BENEFIT

01/09/17

MHEC FINANCIAL AID INFORMATION SYSTEM (FAIS) REPORT
 GRADUATE STUDENTS
 ACADEMIC YEAR 14-15
 (AVERAGE DOLLAR AMOUNTS)

AID TYPE	COMMUNITY COLLEGES	UNIV. OF MARYLAND	MORGAN STATE UN.	ST. MARY'S COLLEGE	INDEPENDENT COLLEGES	PRIVATE CAREER SCHOOLS	STATE TOTAL
GRANTS							
Federal Sources	0	7,407	4,138	0	11,523	0	11,086
Graduate and Prof. School Sch.	0	2,059	1,733	0	2,180	0	2,075
Grants from Private Sources	0	4,979	3,338	0	10,633	0	6,858
Institutional Grants	0	3,538	4,557	703	10,208	0	8,139
TEACH Grant	0	2,921	0	0	2,413	0	2,651
Iraq & Afghanistan Service Grant	0	0	0	0	0	0	0
AVERAGE AWARD	0	3,929	3,550	703	10,404	0	8,229
AVERAGE AWARD PER RECIPIENT	0	4,790	3,624	703	13,086	0	10,218
LOANS							
Federal Perkins Loans	0	6,166	0	3,988	4,056	0	5,301
Federal Subsidized Stafford Loans	0	0	0	0	4,201	0	4,201
Federal Unsub. Stafford Loans	0	10,270	16,408	17,615	14,774	0	11,862
Other Federal Loans	0	10,475	12,398	0	26,120	0	11,722
Institutional Loans	0	1,000	0	0	6,326	0	5,863
Loans from Private Sources	0	10,907	7,641	0	14,036	0	12,141
PLUS Loans for Graduate Students	0	16,253	0	10,585	18,658	0	16,900
AVERAGE AWARD	0	11,241	15,975	10,785	14,581	0	12,402
AVERAGE AWARD PER RECIPIENT	0	15,621	17,002	21,031	19,764	0	16,993
SCHOLARSHIP							
Delegate Scholarship	0	772	1,177	1,063	892	0	800
Senatorial Scholarship	0	1,003	1,021	700	925	0	991
Edward T. Conroy Memorial Sch.	0	6,423	9,387	0	7,127	0	6,696
Diversity Grants	0	6,725	3,638	0	0	0	6,617
Federal Scholarships	0	4,411	3,178	0	18,446	0	5,825
Other Institutional Athletic Sch.	0	7,708	9,259	0	6,937	0	7,496
Private Athletic Scholarships	0	4,678	4,534	1,230	12,162	0	7,732
Other Private Scholarships	0	9,460	0	0	0	0	9,460
*Tuition Waivers to Employees, Depen	0	5,091	11,955	0	5,332	0	5,123
Tuition Waivers to Seniors	0	3,856	3,586	0	6,401	0	4,124
Tuition Waivers to Students	0	3,921	5,119	0	0	0	3,939
Graduate Nursing Scholarship	0	3,542	2,318	0	2,727	0	3,506
Workforce Shortage Stud Asst Gran	0	8,629	6,050	0	9,998	0	9,103
Tuition Waivers to Disabled	0	3,205	4,000	0	2,266	0	3,102
AVERAGE AWARD	0	3,917	3,913	1,106	8,208	0	4,441
AVERAGE AWARD PER RECIPIENT	0	6,676	4,804	1,291	9,794	0	7,140
WORK STUDY							
Assistantships (Research/Teaching	0	16,556	0	0	13,826	0	16,094
Federal Work-Study	0	5,011	0	0	2,409	0	3,672
Institutional Work-Study/Employ.	0	2,705	0	0	3,273	0	3,109
AVERAGE AWARD	0	15,868	0	0	10,553	0	14,727
AVERAGE AWARD PER RECIPIENT	0	16,068	0	0	11,264	0	15,079
TOTAL AVERAGE AWARD	0	8,233	10,309	7,825	12,072	0	9,394
AVERAGE AWARD PER RECIPIENT	0	16,842	14,598	19,054	19,257	0	17,625

SOURCE FAIS. * INDICATES AID TYPE AS A FRINGE BENEFIT

01/09/17

FINANCIAL AID INFORMATION SYSTEM (FAIS) REPORT
 GRADUATE STUDENTS
 ACADEMIC YEAR 14-15
 (PERCENT STATE TOTAL)

MHEC

AID TYPE	COMMUNITY COLLEGES	UNIV. OF MARYLAND	MORGAN STATE UN.	ST. MARY'S COLLEGE	INDEPENDENT COLLEGES	PRIVATE CAREER SCHOOLS	STATE TOTAL
GRANTS							
Federal Sources	0.0	6.7	0.1	0.0	93.1	0.0	100.0
Graduate and Prof. School Sch.	0.0	71.4	3.3	0.0	25.1	0.0	100.0
Grants from Private Sources	0.0	44.6	1.9	0.0	53.3	0.0	100.0
Institutional Grants	0.0	13.2	0.3	0.0	86.4	0.0	100.0
TEACH Grant	0.0	51.5	0.0	0.0	48.4	0.0	100.0
Iraq & Afganistan Service Grant	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUB-TOTAL	0.0	15.4	0.5	0.0	84.0	0.0	100.0
LOANS							
Federal Perkins Loans	0.0	68.6	0.0	0.8	30.4	0.0	100.0
Federal Subsidized Stafford Loans	0.0	0.0	0.0	0.0	100.0	0.0	100.0
Federal Unsub. Stafford Loans	0.0	56.8	3.5	0.0	39.5	0.0	100.0
Other Federal Loans	0.0	53.0	39.4	0.0	7.5	0.0	100.0
Institutional Loans	0.0	1.4	0.0	0.0	98.5	0.0	100.0
Loans from Private Sources	0.0	52.6	0.5	0.0	46.7	0.0	100.0
PLUS Loans for Graduate Students	0.0	70.1	0.0	0.0	29.8	0.0	100.0
SUB-TOTAL	0.0	59.8	2.7	0.0	37.3	0.0	100.0
SCHOLARSHIP							
Delegate Scholarship	0.0	78.9	2.5	0.7	17.7	0.0	100.0
Senatorial Scholarship	0.0	82.9	2.2	0.1	14.5	0.0	100.0
Edward T. Conroy Memorial Sch.	0.0	73.0	6.6	0.0	20.2	0.0	100.0
Diversity Grants	0.0	98.0	1.9	0.0	0.0	0.0	100.0
Federal Scholarships	0.0	6.9	40.5	0.0	52.5	0.0	100.0
Institutional Athletic Sch.	0.0	37.2	14.9	0.0	47.8	0.0	100.0
Other Institutional Scholarships	0.0	32.6	2.8	0.0	64.4	0.0	100.0
Private Athletic Scholarships	0.0	100.0	0.0	0.0	0.0	0.0	100.0
Other Private Scholarships	0.0	89.6	0.3	0.0	10.0	0.0	100.0
*Tuition Waivers to Employee, Depen	0.0	80.6	2.6	0.0	16.6	0.0	100.0
Tuition Waivers to Seniors	0.0	98.0	1.9	0.0	0.0	0.0	100.0
Tuition Waivers to Students	0.0	96.5	0.0	0.0	3.4	0.0	100.0
Graduate Nursing Scholarship	0.0	46.3	3.8	0.0	49.7	0.0	100.0
Workforce Shortage Stud Asst Gran	0.0	82.2	6.5	0.0	11.1	0.0	100.0
Tuition Waivers to Disabled	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUB-TOTAL	0.0	75.6	1.6	0.0	22.6	0.0	100.0
WORK STUDY							
Assistantships (Research/Teaching)	0.0	85.4	0.0	0.0	14.5	0.0	100.0
Federal Work-Study	0.0	66.2	0.0	0.0	33.7	0.0	100.0
Institutional Work-Study/Employ.	0.0	25.1	0.0	0.0	74.8	0.0	100.0
SUB-TOTAL	0.0	84.6	0.0	0.0	15.3	0.0	100.0
TOTAL SUPPORT	0.0	60.3	1.8	0.0	37.6	0.0	100.0

TOTALS MAY NOT ADD DUE TO TRUNCATION.

SOURCE FAIS. * INDICATES AID TYPE AS A FRINGE BENEFIT

01/09/17

MHEC FINANCIAL AID INFORMATION SYSTEM (FAIS) REPORT
 GRADUATE STUDENTS
 ACADEMIC YEAR 14-15
 (PERCENTAGE DISTRIBUTION BY TYPE OF SUPPORT)

AID TYPE	COMMUNITY COLLEGES	UNIV. OF MARYLAND	MORGAN STATE UN.	ST. MARY'S COLLEGE	INDEPENDENT COLLEGES	CAREER SCHOOLS	PRIVATE SCHOOLS	STATE TOTAL
GRANTS								
Federal Sources	0.0	0.3	0.2	0.0	8.1	0.0	0.0	3.2
Graduate and Prof. School Sch.	0.0	0.1	0.2	0.0	0.0	0.0	0.0	0.1
Grants from Private Sources	0.0	0.9	1.3	0.0	1.7	0.0	0.0	1.2
Institutional Grants	0.0	1.7	1.5	0.4	17.9	0.0	0.0	7.8
TEACH Grant	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Iraq & Afganistan Service Grant	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUB-TOTAL	0.0	3.1	3.3	0.4	27.9	0.0	0.0	12.5
LOANS								
Federal Perkins Loans	0.0	1.2	0.0	16.3	0.8	0.0	0.0	1.0
Federal Subsidized Stafford Loans	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Federal Unsub. Stafford Loans	0.0	38.6	76.8	72.3	43.1	0.0	0.0	41.0
Other Federal Loans	0.0	0.2	5.3	0.0	0.0	0.0	0.0	0.2
Institutional Loans	0.0	0.0	0.0	0.0	0.3	0.0	0.0	0.1
Loans from Private Sources	0.0	1.2	0.4	0.0	1.7	0.0	0.0	1.4
PLUS Loans for Graduate Students	0.0	15.3	0.0	7.2	10.4	0.0	0.0	13.2
SUB-TOTAL	0.0	56.6	82.6	95.9	56.7	0.0	0.0	57.1
SCHOLARSHIP								
Delegate Scholarship	0.0	0.0	0.0	0.9	0.0	0.0	0.0	0.0
Senatorial Scholarship	0.0	0.1	0.1	0.3	0.0	0.0	0.0	0.1
Edward T. Conroy Memorial Sch.	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Diversity Grants	0.0	0.4	0.2	0.0	0.0	0.0	0.0	0.2
Federal Scholarships	0.0	0.0	3.7	0.0	0.2	0.0	0.0	0.1
Institutional Athletic Sch.	0.0	0.0	0.4	0.0	0.0	0.0	0.0	0.0
Other Institutional Scholarships	0.0	2.1	5.9	2.2	6.7	0.0	0.0	3.9
Private Athletic Scholarships	0.0	0.1	0.0	0.0	0.0	0.0	0.0	0.1
Other Private Scholarships	0.0	4.7	0.5	0.0	0.8	0.0	0.0	3.2
*Tuition waivers to Employee, Depen	0.0	2.0	2.2	0.0	0.6	0.0	0.0	1.5
Tuition Waivers to Seniors	0.0	0.1	0.0	0.0	0.0	0.0	0.0	0.0
Tuition Waivers to Students	0.0	9.3	0.0	0.0	0.5	0.0	0.0	5.8
Graduate Nursing Scholarship	0.0	0.1	0.3	0.0	0.2	0.0	0.0	0.1
Workforce Shortage Stud Asst Gran	0.0	0.0	0.1	0.0	0.0	0.0	0.0	0.0
Tuition waivers to Disabled	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUB-TOTAL	0.0	19.5	14.0	3.5	9.3	0.0	0.0	15.6
WORK STUDY								
Assistantships (Research/Teaching	0.0	20.2	0.0	0.0	5.5	0.0	0.0	14.3
Federal Work-Study	0.0	0.2	0.0	0.0	0.2	0.0	0.0	0.2
Institutional Work-Study/Employ.	0.0	0.0	0.0	0.0	0.2	0.0	0.0	0.1
SUB-TOTAL	0.0	20.5	0.0	0.0	5.9	0.0	0.0	14.6
TOTAL SUPPORT	0.0	100.0	100.0	100.0	100.0	0.0	0.0	100.0

TOTALS MAY NOT ADD DUE TO TRUNCATION.

SOURCE FAIS. * INDICATES AID TYPE AS A FRINGE BENEFIT

ATTACHMENT 20 MHEC SAMPLE REPORT 2

06/21/16 PAGE: 1

MARYLAND HIGHER EDUCATION COMMISSION
TRENDS IN FALL ENROLLMENT REPORTING

PROGRAM	CIP	ST	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
UNKNOWN DEGREE LEVEL																
5203-01 DENTAL HYGIENE	510602		0	0	0	0	0	0	0	0	0	67	0	0	0	0
5203-01 MEDICAL LABORATORY TECH	511004		0	0	0	0	0	0	0	0	0	9	0	0	0	0
5207-01 RADIOLOGIC TECH	510907		0	0	0	0	0	0	0	0	0	36	0	0	0	0
5208-01 NURSING	513801		0	0	0	0	0	0	0	0	0	411	0	0	0	0
5209-01 PRACTICAL NURSING	513901		0	0	0	0	0	0	0	0	0	17	0	0	0	0
5210-01 OCCUPATIONAL THERAPY ASSISTANT	510803		0	0	0	0	0	0	0	0	0	44	0	0	0	0
5214-01 MEDICAL ASSISTANT	510801		0	0	0	0	0	0	0	0	0	27	0	0	0	0
5215-01 RESPIRATORY THERAPIST	510908		0	0	0	0	0	0	0	0	0	32	0	0	0	0
5216-01 HUMAN SERVICES ASSOCIATE	511502		0	0	0	0	0	0	0	0	0	50	0	0	0	0
5219-01 PHYSICAL THERAPY ASSISTANT	510806		0	0	0	0	0	0	0	0	0	99	0	0	0	0
5599-20 MASSAGE THERAPY	513501		0	0	0	0	0	0	0	0	0	9	0	0	0	0
LOWER DIVISION CERTIFICATE																
4950-01 GENERAL STUDIES	240199 A12		0	0	0	0	0	0	0	0	0	0	0	0	0	1
5001-01 BUSINESS SUPERVISION	520101		37	15	78	22	5	18	13	15	0	1	0	0	0	0
5001-02 BUSINESS ENTREPRENEURSHIP	520201 A06		0	0	0	0	2	0	3	5	2	3	6	4	3	6
5001-03 BUSINESS MARKETING & SALES	520302 A03		0	0	0	0	0	3	3	7	4	6	4	0	0	0
5002-02 BUSINESS ACCOUNTING CERTIFICATE	520302 A03		0	0	0	0	6	0	10	1	13	8	5	2	0	0
5005-01 OFFICE TECHNOLOGIES-ADMIN OFFICE SU	520401		5	31	41	21	0	0	1	1	1	5	5	3	3	1
5005-02 BUSINESS OFFICE SUPPORT SPECIALIST	520401 D15		0	0	0	0	0	1	0	0	2	0	0	0	0	0
5008-01 GRAPHIC DESIGN	100105 A14		0	0	0	0	0	0	0	0	0	0	0	0	0	0
5099-11 PROFESSIONAL GOLF MANAGEMENT	520901 A07		0	0	0	0	0	0	10	15	13	11	5	3	5	0
5101-01 COMPUTER SCIENCE & TECH	521201 A06		5	2	2	1	0	0	0	0	0	0	0	0	0	2
5101-02 TECHNICAL SUPPORT	521201 A06		0	0	0	0	1	0	2	3	3	0	0	1	1	0
5101-03 PROGRAMMING	521201 A06		0	0	0	0	0	0	0	0	0	0	0	0	0	0
5101-05 COMPUTER SERVICES TECHNICIAN	151202 D15		19	9	9	11	12	9	5	4	4	4	7	15	7	3
5105-05 APPLICATIONS USER SPECIALIST	151202 A03		0	0	0	0	0	1	0	0	1	0	0	0	1	0
5201-01 PHARMACY TECHNICIAN	510805 A00		13	20	12	11	17	14	15	26	27	30	24	18	25	20
5205-20 MEDICAL LAB TECHNOLOGY-BIOTECHNOLOG	511099 A03		0	1	0	1	0	0	0	0	0	2	3	2	2	1
5209-01 PRACTICAL NURSING	513901		19	21	21	15	6	4	4	5	7	0	5	10	5	8
5213-01 MEDICAL CODING AND BILLING CERTIFIC	510707 A03		0	0	0	0	0	0	0	0	0	0	0	0	0	0
5214-10 BASIC MEDICAL TRANSCRIPTION CERTIFI	520406 D13		0	0	0	0	14	35	25	39	44	39	30	30	22	22
5299-06 LEGAL NURSING	150701 D07		1	0	0	0	4	3	8	2	6	6	0	0	0	0
5299-40 NURSING ASSISTANT/GERIATRIC AIDE	513902 A02		13	16	14	21	27	15	17	19	29	35	20	25	37	16
5299-42 IN-HOME NURSING ASSISTANT	512602 D13		0	0	0	0	0	0	0	0	1	0	0	0	0	0
5299-60 PHLEBOTOMY/EKG TECHNICIAN	519999 A02		31	53	46	48	49	40	36	53	42	39	40	30	38	19
5306-01 AUTOMOTIVE TECH	470604		15	6	3	14	15	8	3	5	1	3	5	5	4	4
5312-05 INDUSTRIAL/BUILDING TECHNOLOGY	469959 D11		0	0	0	6	2	1	1	1	0	0	0	0	0	0
5403-01 TREE CARE TECHNOLOGY	050511 A06		0	0	0	0	0	0	1	1	0	0	0	1	1	2
5404-04 DIETARY MANAGER	513104 A10		9	5	5	2	0	0	0	0	0	0	2	3	1	4
5505-01 CRIMINAL JUSTICE	430107		9	0	0	0	0	0	3	4	8	6	1	0	0	0
5600-06 DIRECTED TECHNOLOGY (TRAVEL/TOURISM	520903 D10		5	3	7	3	0	0	1	0	0	0	0	0	0	0
ASSOCIATE																
4910-01 ARTS & SCIENCES TRANSFER	240101		356	365	372	380	325	293	255	304	323	179	318	325	350	339
4940-01 ENGINEERING TRANSFER	140101		13	16	11	9	20	17	24	15	15	24	36	33	25	12
4950-01 GENERAL STUDIES TRANSFER	240199		301	341	303	297	297	278	303	284	286	286	267	258	217	300

MARYLAND HIGHER EDUCATION COMMISSION
TRENDS IN FALL ENROLLMENT REPORTING

(CONTINUED)

PROGRAM	CIP	ST	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
ASSOCIATE																
4960-01 TEACHER EDUCATION TRANSFER	130101		124	123	144	132	122	118	120	121	133	159	91	74	78	56
4960-11 ELEMENTARY EDUCATION (AAT)	131202	A02	2	11	9	9	5	2	3	2	5	1	6	0	3	8
4970-01 BUSINESS ADMINISTRATION TRANSFER	520101		82	96	103	95	80	71	81	76	61	69	44	41	58	44
4980-01 COMPUTER SCIENCE TRANSFER	110101		61	58	45	26	18	25	25	30	26	23	31	24	38	48
5001-01 BUSINESS MANAGEMENT	520201		72	78	88	108	134	131	128	130	138	166	154	111	90	82
5005-01 OFFICE TECH	520401		79	87	77	82	73	64	69	72	70	69	64	44	59	55
5008-01 MULTIMEDIA TECHNOLOGY	100105		44	46	49	46	50	56	61	58	42	53	58	51	46	48
5010-02 HOSPITALITY MANAGEMENT	520904	A86	16	12	13	21	15	13	14	14	17	15	22	21	19	25
5101-01 COMPUTER TECHNOLOGY	521201		116	117	109	109	102	114	118	117	119	100	91	80	102	81
5203-01 DENTAL HYGIENE	510602		123	154	148	156	150	161	153	147	141	74	139	90	74	76
5205-01 MEDICAL LABORATORY TECH	511004		30	28	40	38	41	22	25	40	44	25	32	32	32	30
5207-01 RADIOLOGIC TECH	510907	A89	92	94	111	104	90	101	99	94	77	30	69	58	57	56
5208-01 NURSING	513801		503	620	623	571	567	527	596	678	727	322	705	647	588	541
5208-01 OCCUPATIONAL THERAPY ASSISTANT	510803	A92	27	45	49	56	51	54	74	87	95	52	74	68	65	63
5214-01 MEDICAL ASSISTANT	510801	A00	22	37	41	40	37	38	49	51	50	14	41	39	34	36
5215-01 RESPIRATORY THERAPIST	510908	A80	28	50	57	55	51	56	78	85	60	25	58	68	52	40
5216-01 HUMAN SERVICES ASSOCIATE	511502		66	74	74	62	60	68	72	74	102	32	69	57	76	58
5219-01 PHYSICAL THERAPY ASSISTANT	510806	A93	39	45	45	54	72	93	76	79	98	15	117	111	105	95
5306-01 AUTOMOTIVE TECH	470604		26	27	32	32	28	27	21	32	45	42	48	41	24	33
5399-50 APPLIED TECHNICAL STUDIES	159999	A04	0	0	0	0	5	10	10	13	14	15	15	31	23	16
5403-01 FOREST TECH	030511		41	36	23	33	36	44	41	69	58	60	42	31	29	34
5404-01 CULINARY ARTS	120503	A97	38	44	33	36	37	42	65	65	67	52	62	61	63	58
5503-02 CHILD CARE PROFESSIONAL	131201	AI4	0	0	0	0	0	0	0	0	0	0	0	0	1	3
5505-01 CRIMINAL JUSTICE	430107	A79	100	109	108	107	108	124	110	150	160	162	159	116	84	85
5599-20 MESSAGE THERAPY	513501	A99	33	39	44	68	60	52	41	42	32	20	24	14	20	17
NON-DEGREE UNDERGRADUATE																
4950-01 GENERAL STUDIES TRANSFER	240199		0	0	0	0	0	0	0	0	0	1	0	0	0	0
5001-02 BUSINESS ENTREPRENEURSHIP	520201		0	0	0	0	0	0	0	0	0	1	0	0	0	0
5001-03 BUSINESS MARKETING & SALES	520201		0	0	0	0	0	0	0	0	0	1	0	0	0	0
5005-01 OFFICE TECH	520401		0	0	0	0	0	0	0	0	0	1	0	0	0	0
5008-01 MULTIMEDIA TECHNOLOGY	100105		0	0	0	0	0	1	0	0	0	1	0	0	0	0
5201-01 PHARMACY TECHNICIAN	510805		0	0	0	0	0	0	0	0	0	1	0	0	0	0
5216-01 HUMAN SERVICES ASSOCIATE	511502		0	0	0	0	0	0	0	0	0	1	0	0	0	0
5505-01 CRIMINAL JUSTICE	430107		0	0	0	0	0	0	0	0	0	1	0	0	0	0
9099-01 GENERAL UNDECLARED OR UNDECIDED	309999		635	697	716	763	768	1011	1074	959	857	686	659	514	642	630

FOOTNOTE: ST(STATUS) IDENTIFIES PROGRAMS THAT HAVE BEEN APPROVED(A), DISCONTINUED(D) AFTER 1976 ALONG WITH YEAR OF COMMISSION ACTION. MOVED(M) IN 2009 TO REDESIGNATED DEGREE (FIRST-PROFESSIONAL/DOCTORATE CHANGE) . REDESIGNATED(R) FROM FIRST-PROFESSIONAL AND DOCTORATE WITH ORIGINAL APPROVAL YEAR IF AFTER 1976.