



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

**REPORT CARD AND SCHOOL IMPROVEMENT WEBSITES
SUPPORT AND MAINTENANCE**

CATS TORFP PROJECT NUMBER R00P9200961

MARYLAND STATE DEPARTMENT OF EDUCATION

**ISSUE DATE:
FRIDAY, OCTOBER 10, 2008**

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KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services (CATS) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. All Master Contractors must complete and submit a Master Contractor Feedback form via the CATS web site regardless of whether a TO Proposal is submitted or not. The form is accessible via, your CATS Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS RFP issued by the Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT) and subsequent Master Contract Project Number 050R5800338, including any amendments.

TORFP NAME:	Report Card and School Improvement Websites Support and Maintenance
FUNCTIONAL AREA:	Functional Area 2 – Web and Internet Systems
TORFP ISSUE DATE:	FRIDAY, OCTOBER 10, 2008
Closing Date and Time:	FRIDAY, OCTOBER 31, 2008 BY 2:00 PM
TORFP Issuing Office:	Maryland State Department of Education (MSDE) Division of Accountability and Assessment (DAA)
Questions and Proposals are to be sent to:	Dorothy M. Richburg, Procurement Officer drichburg@msde.state.md.us
TO Procurement Officer	Dorothy M. Richburg, Procurement Officer Maryland State Department of Education 200 West Baltimore Street; Baltimore, MD 21201 Telephone: 410-767-0628; Fax: 410-333-2017 email: drichburg@msde.state.md.us
TO Manager:	Janice Johnson, Branch Chief, Educational Accountability Maryland State Department of Education Division of Accountability and Assessment 200 West Baltimore Street, 1st Floor Baltimore, MD 21201 Telephone: 410-767-0861 Fax: 410-333-0257 email: jjohnson@msde.state.md.us
Project Number:	R00P9200961
TO Type:	Time and Materials
Period of Performance:	Date of Award to December 31, 2010
MBE Goal:	30 percent
Small Business Reserve (SBR):	No
Primary Place of Performance:	Vendor's location

State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:	No
TO Pre-Proposal Conference:	MARYLAND STATE DEPARTMENT OF EDUCATION Nancy S. Grasmick Education Building 200 West Baltimore Street Baltimore, MD 21201 8 th Floor, Conference Room 2 FRIDAY, OCTOBER 17, 2008 @ 2:00 PM See Attachment 6 for Directions

**CATS TORFP PROJECT NUMBER #R00P9200961
REPORT CARD AND SCHOOL IMPROVEMENT WEBSITE
SUPPORT AND MAINTENANCE**

**PRE-PROPOSAL CONFERENCE INTENT TO ATTEND
Print or Type**

NAME OF COMPANY:

ADDRESS OF COMPANY:

E-MAIL ADDRESS:

EXPECTED NUMBER OF ATTENDEES:

NAME OF PRIMARY CONTACT FOR

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

Maryland State Department of Education
Attention: Dorothy Richburg
200 West Baltimore Street
Baltimore, Maryland 21201

I ___ will ___ will not attend the pre-proposal conference

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

___ Too busy at this time ___ Not engaged in this type of work

___ Site location too distant ___ Project too large/small (please check one)

___ Other (Specify) _____

Signature _____ **Company Name** _____

Telephone No. _____ **Fax No.** _____

E-mail Address _____ **Date** _____

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 2.15 for information on change orders.

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

1.2 TO AGREEMENT

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

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by MSDE's e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #R00P9200961. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP #R00P9200961 Technical". The second file will be the financial response to this CATS TORFP # and titled, "CATS TORFP #R00P9200961 Financial".

1.4 ORAL PRESENTATIONS/INTERVIEWS

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

1.5 CONFLICT OF INTEREST

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

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

1.6 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at MSDE. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement in the form of Attachment 8. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such

documents will be required to sign, including but not limited to, a Non-Disclosure Agreement in the form of Attachment 8.

1.7 LIMITATION OF LIABILITY CEILING

Pursuant to Section 28(C) of the CATS Master Contract, the limitation of liability per claim under this TORFP shall not exceed the total TO Agreement amount established.

SECTION 2 – SCOPE OF WORK

2.1 PURPOSE, AGENCY INFORMATION, AND BACKGROUND

2.1.1 PURPOSE

This RFP specifies services to be provided for the support and maintenance of two websites for the Maryland State Department of Education. The websites are the School Improvement (MDK12) and the Maryland Schools Report Card (Report Card) website. There is a single back-end SQL database that lies behind both websites. This introductory section provides information on the purpose of the RFP, and the project background. This RFP is issued to acquire Project Management, technical and graphical arts services for the maintenance and support of the MDK12 and Report Card websites (websites) and database.

This TORFP is meant to satisfy MSDE's foreseeable requirements for Support and Maintenance for the websites for the following period:

Date of Award to December 31, 2010

2.1.2 REQUESTING AGENCY INFORMATION

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

Goal 1: Achievement will improve for each student.

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

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

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

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

2.1.3 PROJECT BACKGROUND

MDK12 Background

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

The MDK12 website is designed to serve as a comprehensive tool usable by a variety of stakeholders to assist in understanding, analyzing, and making use of student achievement data. For further information the website address is: <http://www.mdk12.org>.

The system is designed to serve as a tool to help educators and parents understand:

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

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

The layout, design, navigation, and implementation of the website were developed by UAQA. This includes the HTML development, directory structure management, and graphic/multimedia support (adding audio and video interviews and animated explanations). UAQA also hosts the website at their location. UAQA is a minority owned Maryland based company.

Report Card Background

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

MSDE is seeking a contractor to provide highly technical website/database maintenance and support services to implement reporting requirements of the No Child Left Behind Act within the Department's existing Report Card website. The Contractor shall provide maintenance and technical services to support the website and database. This shall include refining, modifying, and updating functionality and data within the website to meet State Education Accountability measures and to meet mandated federal reporting requirements of the Federal Public Law 107-110, the No Child Left Behind Act of 2001 signed into law January 2002 (NCLB). This law is intended to reform the Elementary and Secondary Education Act (ESEA), requiring changes to the accountability of the educational system. This legislative change requires extensive changes and modifications to the Education Data Warehouse (EDW) application.

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

NCLB requirements also include providing information regarding demonstrable progress from year to year (Adequate Yearly Progress) in raising the percentage of students proficient in reading and mathematics, and capturing data that measures the test-score gap between advantaged and disadvantaged students.

Websites Database Background

The database behind both websites is a 4 GB MS SQL 2000 database consisting of over 60 tables.

The database behind both websites and graphs generated from the database were developed by Sligo Computer Systems, Inc., a Maryland based company.

2.2 CURRENT SYSTEM DESCRIPTION

Data Reported on the School Improvement Website

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

Resources included on MDK12 include the following:

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

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

Student Performance Data Reported on the Report Card Website

The Maryland Report Card is a collection of data compiled on an annual basis to provide information on school performance to all education stakeholders; provide information to support school improvement efforts; provide accountability at the State, school system and school level for reporting educational progress.

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

- Maryland School Assessment
- High School Assessments
- Alternate Maryland School Assessment
- Attendance
- Graduation Rate
- Dropout Rate
- Student Mobility

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

MARYLAND SCHOOL ASSESSMENT

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

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

In order to meet the NCLB requirements contained in No Child Left Behind, the State must offer a reading and mathematics assessment for high schools. High school students who complete the algebra and English course will take the High School Assessment in algebra and English. The algebra and English test will fulfill the federal requirements for a reading and mathematics test at the high school level.

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

HIGH SCHOOL ASSESSMENTS

The High School Assessments are end-of-course tests that students take as they complete the appropriate high school level course. All students, including middle school students taking any one of five high school level courses, must take the High School Assessment after they complete the appropriate course. The courses include English I, government, algebra/data analysis, biology, and geometry.

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

ALTERNATE MARYLAND SCHOOL ASSESSMENT (ALT-MSA)

The Alternate Maryland School Assessment (ALT-MSA) is the Maryland assessment in which students with disabilities, having an Individual Education Plan (IEP), participate. Through the IEP process it has been determined they cannot participate in the Maryland State Assessment (MSA) even with accommodations. The ALT-MSA assesses and reports student mastery of

individually selected indicators and objectives from the reading and mathematics content standards or appropriate access skills. A portfolio is constructed of evidence that documents individual student mastery of the assessed reading and mathematics objectives. Eligible students participate in the ALT-MSA in Grades 3–8, and 10.

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

CURRENT SYSTEM HARDWARE AND SOFTWARE

MDK12 Hardware and Software

Production Environment

The main server:

rackmount Dual Xeon 3.06, 2GB RAM, (4) 73GB SCSI drives configured in a RAID5 array

Located at Verio's Sterling data center with 10 Mbit pipe

Windows 2000 Server, MSSQL 2000 sp3, Graphics Server v5.5 .NET, ActivePerl with cpan modules, browserhawk

When necessary during launches, a second server is added for overflow traffic

rackmount Xeon 1Ghz, 784MB RAM, 2 100GB IDE drives

Located at the UAQA data room on a Cogent T1 line

Windows 2000 Server, MSSQL 2000 sp3, ActivePerl with some cpan modules

Dedicated usage statistics rendering machine – (the log files are large and must be processed off the main server).

rackmount Xeon 1Ghz, 784MB RAM, 2 80GB IDE drives

Located at the UAQA data room on a Cogent T1 line

Windows 2000 Server, Sawmill Stats

Realserver - serves rich media tutorials

300 licensed stream dedicated Realserver

Redhat Linux OS, 600 Mhz with 512MB RAM, IDE drive

Located at Verio's Sterling data center with 10 Mbit pipe

Mailing list server - for the "whatsnew" list

Dual Xeon 1000, 1.5GB RAM, 3 36GB SCSI drives

Located at Verio's Sterling data center with 10 Mbit pipe

Windows 2000 Server, MSSQL 97, Lyris Listmanager, ActivePerl with some cpan modules

Development Environment

Development and Content Staging servers - Both domains are on the same hardware

rackmount Xeon 1Ghz, 784MB RAM, 2 100GB IDE drives

Located at the UAQA data room on a Cogent T1 line

Windows 2000 Server, MSSQL 2000 sp3, ActivePerl with some cpan modules

Backup server

rackmount Dual Xeon 3.06, 8GB RAM, (14) 250GB SATA drives in RAID5

Located at Verio's Sterling data center with 10 Mbit pipe

CentOS Linux, Virtuozzo, Rsync, Bxcopy, SMB

Other specialty machines used in the development studio environment include:

High-end Flash programming development workstation

(12) channel audio board, three channel stereo compressor, microphones, stands, headsets, DAT and ADEC drives, field recording kits for check-out by staff

Audio mastering and final compression computer with Sontheim Wavelab, Adobe Audition, Sound Forge, encoders and cleaners.

Quality Assurance, User Experience testing lab: Two PC's and Mac along with an X-windows Linux desktop.

Four removable USB IDE incidental backup drives.

Multiple workstations in staff studios.

Maryland Report Card development/staging and MDK12.ORG development/staging servers and workstations at Sligo Computer Services:

(The computers and specifications below are maintained by Sligo Computer Services. The two servers act together as a development and a staging environment, and both house the full database. The Maryland Report Card site and the MDK12 site share this data. Both servers have the full Maryland Report Card site, and both have a partial MDK12 site. The remainder of the MDK12 site content is maintained by UAQA.)

The Sligo servers match the Baltimore production environment, though the hardware is less robust since it is not a production environment. In addition to the above software requirements, both site applications use the following development software for the data-driven parts of the sites. The applications (not the development tools) are transferred to the Baltimore machines as appropriate:

- Custom M/S ASP.NET scripts and objects
- Custom M/S SQL DTS scripts
- Custom M/S SQL stored procedures
- Custom M/S SQL views
- M/S Visual Studio .NET
- Data Dynamics Active Reports 2.0
- A Custom Visual Basic.NET/Active Report application to produce PDF and paper reports for Executive and school report requirements.

Servers at Sligo Computer Services, Inc.

Server: 1.8 Ghz, 512MB RAM, 3 70GB IDE drives

Fractional T1 line

Windows 2000 Server, MSSQL 2000 sp3

Server 1.8 Ghz, 512MB RAM, 3 70GB IDE drives

Fractional T1 line

Windows 2000 Server, MSSQL 2000 sp3

Backup server

All programs and data are backed up nightly on a separate computer:

1.8 Ghz, 512MB RAM, 3 70GB IDE drives

Windows 2000 Server, MSSQL 2000 sp3

In addition to the above software requirements, the current data reporting applications use the following software:

M/S SQL2000 service pack 3, M/S IIS, M/S Windows 2000 server, Pinnacle Graphics Server 6, Custom M/S ASP.NET scripts and objects, Custom M/S SQL DTS scripts, Custom M/S SQL stored procedures, Custom M/S SQL views, FX-Chart FX Client Server 4.0.

Access to the MDK12 and Report Card websites is via the Internet using commonly-used web browsers. (e.g. Internet Explorer and Netscape Navigator, Firefox, Opera and Safari). Older browsers are supported, but not guaranteed prior to IE version 5.5 and Netscape version 6 and other browsers using the Mozilla 1.0 and Gecko engines. Cookies are not required. Some rich-media tutorials use embedded Realplayer and Macromedia Flash plugins. Adobe Reader is needed to open some document downloads. Microsoft Excel or other compatible program is required for the spreadsheet downloads. Where used, javascript is specifically not required for essential functionality.

Site Server Statistics:

MDK12 Site Server Statistics:

2003:

Average user sessions: 65,130 per month
Number of Successful Hits: 3,288,947 per month
Number of Page Views (Impressions) 747,487 per month

2004:

Average user sessions: 75,380 per month
Number of Successful Hits: 4,425,432 per month
Number of Page Views (Impressions) 1,005,780 per month

2005:

Average user sessions: 102,380 per month
Number of Successful Hits: 6,026,592 per month
Number of Page Views (Impressions) 1,369,680 per month

2006:

Average user sessions: 1,734,912 per month
Number of Successful Hits: 102,125,496 per month
Number of Page Views (Impressions) 23,210,340 per month

2007:

Average user sessions: 2,241,264 per month
Number of Successful Hits: 131,931,888 per month
Number of Page Views (Impressions) 29,984,520 per month

Web Site Elements, Online Web Site:

Current MDK12.ORG Web Site Elements, Online Web Site:

158,870 online files using 2.27 gigabytes (excluding audio)
4,210 files online using 3.1 gigabytes, rich media tutorial files
11.3 Gigabytes in 9 SQL databases
3.6 Gigabytes compressed log files

The development environment spans several hundred gigabytes of raw asset files including audio, word-processor, Photoshop layered graphics and other media, including multiple backups. Paper raw assets fill two four-drawer file cabinets.

Report Card Hardware and Software

Production Environment

Production Hardware:

The primary Report Card website is hosted at MSDE.

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

- 2 GB RAM
- 2 mirrored 140 GB hard drives

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

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

In addition to the primary website servers we have a “warm” Business Continuity site located in Northeast Baltimore City at the Division of Rehabilitation Services (DORS). This site consists of a single Dell Poweredge 1650 for the frontend/backend with:

- 256 MB RAM
- 9 GB hard drive

Software:

Primary Site (MSDE)

- Windows 2003 using IIS 6
- SQL 2000 in a clustered environment
- Graphics Server 5.5

Business Continuity Site (DORS)

- Windows 2000 using IIS 5
- SQL2000
- Graphics Server 5.5
- BrowserHawk 4.02

Site Statistics (August 21, 2003 – June 29, 2005):

- Total Visits: 582,813
- Total Pages Viewed: 26,257,937
- Total Hits: 50,991,439
- Average visits/day: 860
- Average visits/week: 6,017
- Average visits/month: 26,110
- Average pages/visit: 45

Maryland Report Card development/staging and MDK12.ORG development/staging servers and workstations at Sligo Computer Services:

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- Custom M/S SQL stored procedures
- Custom M/S SQL views
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- Data Dynamics Active Reports 2.0
- A Custom Visual Basic.NET/Active Report application to produce PDF and paper reports for Executive and school report requirements.

Servers at Sligo Computer Services, Inc.

Server: 1.8 Ghz, 512MB RAM, 3 70GB IDE drives
 Fractional T1 line
 Windows 2000 Server, MSSQL 2000 sp3

Server 1.8 Ghz, 512MB RAM, 3 70GB IDE drives
 Fractional T1 line
 Windows 2000 Server, MSSQL 2000 sp3

Backup server

All programs and data are backed up nightly on a separate computer:
 1.8 Ghz, 512MB RAM, 3 70GB IDE drives
 Windows 2000 Server, MSSQL 2000 sp3

2.3 PROFESSIONAL DEVELOPMENT

SQL Server products and technologies continuously change. The TO Contractor must ensure continuing education opportunities for the personnel provided. This education would be associated with the technologies currently utilized by MSDE or anticipated to be implemented by MSDE in the near future. With MSDE's prior approval, the time allocated to these continuing education activities for staff deployed to MSDE on a full-time basis may be charged to this task order. Actual course costs are the responsibility of the TO Contractor.

2.4 TO CONTRACTOR DUTIES AND RESPONSIBILITIES

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

1. The Contractor shall ensure the website systems hosted at MSDE remain compatible with the current and future MSDE operating system(s)
2. The contractor will provide support for day-to-day operational activities with respect to the website(s).
3. With respect to updated functionalities within the website(s) the contractor shall:
 - a. Design and develop strategies for website(s) to perform updated functionalities
 - b. Design and develop changes to the website(s) database to accommodate updated functionalities
 - c. Document proposed database changes for review by MSDE.
4. As a result of ongoing maintenance as required to correct malfunctions, defects, or operational problems; as required as a matter of federal law, state law or policy, or regulations in connection with MSDE's business, and as specified by MSDE.
 - a. The Contractor shall provide technical support, including but not limited to, consulting, hardware, network, and contractor provided third party software related services.
5. The Contractor shall provide unlimited e-mail consultation or telephone consultation, via a toll-free hot line between the hours of 8:00 a.m. and 5:00 p.m. Eastern Time, Monday through Friday, except the State of Maryland holidays. By prior arrangement, the Contractor shall have technical help available by telephone during non-business hours, including evenings, weekends, and holidays.
6. The Contractor shall be responsible for resolving problems, formally documented and reported by MSDE, in performance, malfunction, or deviation from the approved technical specifications of the system, including any compatibility problems with third party software, or operating system software. Proposed corrective action by the Contractor shall be reviewed and approved by MSDE before the Contractor proceeds with implementation of the corrective action.
 - a. MSDE shall notify the Contractor by telephone, e-mail, or in writing, and the Contractor shall

- respond within twenty-four hours with a corrective action plan and resolve such problems within two business days of a notification to proceed from MSDE.
- b. If after consultation with the Contractor, the MSDE Project Manager determines that the magnitude of the problem cannot be resolved within two business days, the parties shall agree on a plan for resolution.
 - c. If after consultation with the Contractor the MSDE Project Manager determines that corrections to the problem cannot be completed within thirty days, the Contractor shall notify MSDE in writing and the parties shall agree on a target date for completion of the corrections. This agreement shall be confirmed in writing by MSDE.
 - d. The Contractor shall facilitate problem determination and correction by communication methods as approved by MSDE.
7. The Contractor shall assist in the analysis of compatibility problems with third party software, or operating system software to determine cause.
 8. The Contractor shall institute and perform standard backup and archival procedures at their site to ensure that the system application files under maintenance are preserved and recoverable.
 9. The Contractor shall provide Technical "Knowledge Transfer" sessions to appropriate MSDE staff. These sessions shall include:
 - a. Formal technical documentation detailing the installation of the website on MSDE-housed servers.
 - b. Detailed written instructions relative to the processing of scripts to modify the backend database as may be necessary.
 - c. Training sessions conducted in person or via telephone with remote connection to the website(s).
 10. The contractor shall design and develop the Maryland Report Card paper publication and produce a final product in a print-ready format for a print vendor.

With respect to updated functionalities within the website(s), the Contractor shall:

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

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

1. Provide comprehensive maintenance and support services to the MDK12 website and database
2. Update the MDK12 website and links as necessary to reflect changes in State Educational Assessment programs and NCLB reporting requirements;
3. Maintain, support, modify, enhance and update all components of the MDK12 website
4. Maintain and support audio, video, and animation to online course;

5. Maintain and support section on examining student work with additional annotated student work and a discussion of instructional implications;
6. Maintain and support the online course in using data to focus on Title I leadership teams;
7. Maintain and support tools for classroom teachers to monitor individual student progress;
8. Integrate and revise content standards database into a designed set of instructional resources that include paths to:
 - How does this indicator look at different grades?
 - How is it taught and assessed?
 - How is it measured on the state assessments?
 - How does it relate to the workplace?
9. Implement website content edits according to agreed upon timelines;
10. Participate in weekly meetings with MDK12 Project Manager;
11. Maintain MDK12 servers;
12. Maintain a development environment for MDK12
13. Maintain and support graphic arts needs for the website;
14. Perform quality assurance testing of changes to MDK12 website and database, document test procedures and test results. Provide test results to the MSDE PM;
15. Support creation and maintenance of additional database, table and graph requirements for the website;
16. Maintain and support online data courses including animation and templates;
17. Provide programming services in a .Net environment for the maintenance and support of the website;
18. Provide support for Graphics server 6.0 and Microsoft SQL 2000 to create approximately 50,000 potential dynamic graphic for individual schools, Local School Systems (LSS), clusters and the State of Maryland
19. Provide user training documentation and knowledge transfer for up to 10 MSDE staff
20. Create and Maintain Technical Documentation on the website and database. This documentation will include, but is not limited to:
 - Specifications of all computer hardware and software included in the site;
 - Warranty information of all hardware;
 - A log of all patches and updates installed on all hardware;
 - A log of all database configuration changes;
 - A listing of all programs and scripts that comprise the website that describes:
 - Program/Script Name
 - Brief description of the purpose of the Program/Script
 - How often the Program/Script is processed
21. Use a web-tracking tool such as NetTracker to provide monthly statistics to MSDE Project Manager regarding access of the website. These statistics include, but are not limited to:
 - Number of visits
 - Number of unique visitors
 - Number of Hits
 - Pages viewed
22. Support three (3) development servers:
 - One for datapage development (The development servers contain over 100 Gigabytes of raw assets including audio, word processor, Photoshop layered graphics and other multi-media. Paper assets fill two-four drawer file cabinets);
 - One for database maintenance and support;
 - One for staging files for testing and launch to the production site

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

1. Provide comprehensive maintenance and support services to the Report Card website and database.

2. Update the Report Card website and links as necessary to reflect changes in State Educational Assessment programs and NCLB reporting requirements
3. Maintain, support, modify, enhance and update all components of the Report Card website
4. Implement website content edits according to agreed upon timelines.
5. Participate in periodic status meetings with Report Card Project Director and/or the MSDE Project Manager;
6. Maintain and support a Report Card development environment at vendor site.
7. Maintain and support graphics arts needs for the Website.
8. Perform quality assurance testing of changes to the Report Card website and database.
9. Support creation and maintenance of additional database, table and graph requirements for the Report Card website.
10. Perform proofing of any documents requiring changes to the website and corresponding reports.
11. Maintain and support the current release of the website hosting 5-6 million hits per month.
12. Maintain and support import functionality to coordinate with Oracle/Informatica database transformation routines.
13. Maintain and support a Data Mart comprised of 9 databases. Three databases are used for the Maryland State Report Card (MSP) site. This site currently uses 62 tables, 11 stored procedures, 32 Data Transformation service scripts and a password access system. Six databases are used for the MDK12.ORG site for: the current year site (partial sharing with MSP above), past sites for archive purposes, a school cluster dataset, a feedback dataset and a logging dataset for site statistics.
14. Maintain a Visual Basic.NET application that creates 4 PDF files for every school and system as well as the state for the Maryland School Report Card.
15. Provide the technical and graphic capabilities to create other data versions of the performance data, such as the annual Maryland School Performance Report for submission for publication
16. Create and Maintain Technical Documentation on the website and database. This documentation will include, but is not limited to:
 - Specifications of all computer hardware and software included in the site;
 - Warranty information of all hardware;
 - A log of all patches and updates installed on all hardware;
 - A log of all database configuration changes;
 - A listing of all programs and scripts that comprise the website that describes:
 - Program/Script Name
 - Brief description of the purpose of the Program/Script
 - How often the Program/Script is processed
17. Use a web-tracking tool such as NetTracker to provide monthly statistics to MSDE Project Manager regarding access of the website. These statistics include, but are not limited to:
 - Number of visits
 - Number of unique visitors
 - Number of Hits
 - Pages viewed
18. Perform performance testing by utilizing a web stress tool to realistically simulate multiple browsers requesting pages from a web site. This tool should be able to gather performance and stability information about our web application. The goal is to create an environment that is as close to production as possible so that you can find and eliminate problems in the web application prior to deployment.
19. Provide User Training documentation and Technical Knowledge Transfer for up to 10 MSDE staff.

2.5 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

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

Project Management

The contractor must prepare a **project plan** that documents the project scope, tasks, schedule, allocated resources and interrelationships with other projects. The project plan must include an incremental approach that allows MSDE to review progress of mock-ups for website deliverables by task and defined requirements prior to the entire project being completed.

Project Manager

Performs day-to-day management of the project, identifies issues and risks and recommends possible issue and risk mitigation strategies associated with the project. Acts as a facilitator between MSDE and IT contractor. Is responsible for ensuring that work performed under TOs is within scope, consistent with requirements, and delivered on time and on budget. Identifies critical paths, tasks, dates, testing, and acceptance criteria. Provides solutions to improve efficiency (e.g., reduce costs while maintaining or improving performance levels). Monitors issues and provides resolutions for up-to-date status reports. Identifies and assigns TO Contractor resources needed to complete tasks and ensures that the appropriate personnel have the skills required to complete the tasks on time and within budget. Demonstrates excellent writing and oral communications skills.

Subject Matter Expert

Defines the problems and analyzes and develops plans and requirements in the subject matter area for moderately complex-to-complex systems. Coordinates and manages the preparation of analysis, evaluations, and recommendations for proper implementation of programs and systems specifications including, but not limited to: information technology and education.

Quality Assurance Specialist

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

Testing Specialist

Must be capable of designing and executing IT software tests and evaluating results to ensure compliance with applicable regulations. Must be able to prepare test scripts and all required test documentation. Must be able to design and prepare all needed test data. Analyzes internal security within systems. Reviews test results and evaluates for conformance to design.

Senior Interdisciplinary Engineer

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

Interdisciplinary Engineer

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

Senior Information Technology Architect

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

Internet/Intranet Site Developer Senior

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

Internet/Intranet Site Developer Junior

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

Internet/Web Architect

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

Computer Graphics Illustrator

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

2.6 MITIGATION PROCEDURES

Should an evaluation of any TO Contractor's personnel indicate poor or non-performance, the TO Manager will follow the established mitigation process, prior to requesting that the TO Contractors provide a replacement employee. The MSDE TO Manager will:

- A) Document and validate the problem.
- B) Allow the employee to take corrective measures, with scheduled re-evaluations to occur within 30 days.

2.7 WORK HOURS

- A) Services are expected to start within 5 days of Notice to Proceed and continue, Monday through Friday, at least 40 hours a week, local time until the service hours have been expended. Total number of hours shall not exceed 40 hours per week.
- B) The TO Contractor's assigned personnel will work an eight-hour day (08:00AM TO 04:30 PM), Monday through Friday except for State holidays.
- C) A flexible work schedule will be used to handle any efforts outside the core hours.
- D) At times, the TO Contractors will need to be available outside the hours of 7:00 AM – 6:00 PM. This will be coordinated with the TO Manager.
- E) The Contractors must notify the TO Manager of any scheduled absence. Request for scheduled absences of more than three contiguous business days should occur three weeks in advance.
- F) The Contractors will supply coverage during scheduled absences of more than four contiguous business days, excluding weekends.
- G) The TO Manager must formally approve any deviations from the required work schedule.

2.8 DELIVERABLES

Major website release dates are determined by the MSDE Superintendent's Office. The TO Contractor will be given sufficient notice to plan, schedule and implement these deliverables. These dates vary slightly from year-to-year depending on when MSDE receives all assessment data. Other task due dates may be mutually agreed upon between MSDE and the TO Contractor. All work will be jointly planned and scheduled between MSDE, the MSDE-PM and the TO Contractor based on MSDE's requirements. The MSDE-PM will monitor the activities to ensure schedules are met. The expectation is that these tasks will be managed to plan with weekly interim status updates from planning through implementation. Describe your approach for ensuring a successful project.

A. Personnel

The TO Contractor shall be responsible for providing, on a continual basis for all assigned tasks, the personnel required in this TORFP within the timeframe required as specified by the TO Manager.

B. Weekly Status Report

At the conclusion of each work week, the TO Contractor shall be responsible for compiling and submitting to the TO Manager, a status report that summarizes the following:

- Assigned work efforts and status (completed, in progress, on-hold) and issues identified.
- Emergency work efforts and issues identified.
- Proposed activities for the upcoming workweek.
- Hours worked by individual TO Contractor personnel.

C. Printed Report Card Product

Identify the functional, technical, design and foreign language requirements for the printed Maryland Report Card Publication. Produce a print-ready file of the Maryland Report Card paper publication for a print vendor (The print vendor is not part of this TO).

D. Hosting of the MDK12.ORG website

E. Major Website Releases

- Maryland School Assessment (MSA) Elementary/Middle Schools
- Adequate Yearly Progress (AYP)
- MSA Science
- High School Assessment (HSA)
- High School AYP
-

2.9 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology work, 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 work execution. These may include, but are not limited to:

- A) The State's System Development Life Cycle (SDLC) methodology at: www.dbm.maryland.gov - keyword: SDLC.
- B) The State Information Technology Security Policy and Standards at: www.dbm.maryland.gov - keyword: Security Policy.
- C) The State Information Technology Project Oversight at: www.dbm.maryland.gov - keyword: IT Project Oversight.
- D) The State of Maryland Enterprise Architecture at www.dbm.maryland.gov - keyword: MTAF Guiding Principles.
- E) The Transportation Enterprise Data Network standards and MDOT Configuration Control Board procedures.
- F) The TO Contractor shall obtain a Criminal Justice Information System (CJIS) State and Federal criminal background check, including fingerprinting, for each individual performing services under this TORFP.

2.10 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory. The TO Contractor's staff must demonstrate expertise in the following:

Project Manager

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

General Experience: At least seven (7) years of experience in project management.

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

Subject Matter Expert

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have five (5) years of experience in the IT field.

Specialized Experience: At least five (5) years of combined new and related older technical experience in the IT field directly related to the required area of expertise.

Quality Assurance Specialist

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

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

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

Testing Specialist

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have 4 years of experience in computer software development.

Specialized Experience: At least 2 years of software testing experience (integration and acceptance).

Senior Interdisciplinary Engineer

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have seven (7) years of experience in technical work in the major areas of system management and system integration.

Specialized Experience: At least five (5) years of experience in specialized IT and telecommunications disciplines involving system interfaces, system integration and network development, and/or integration

involving a wide range of network, hardware, and software solutions. At least 3 years in operating systems software, electronic communications analysis and design, or networking.

Interdisciplinary Engineer

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

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

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

Senior Information Technology Architect

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

General Experience: At least seven (7) years experience planning, designing, building, and implementing IT systems.

Specialized Experience: At least five (5) years of the required 7 years of experience must be in the direct supervision and management of major projects that involve providing professional support services and/or the integration, implementation and transition of large complex system and subsystem architectures. Must have led or been chief architect in major IT implementation efforts. Must demonstrate a broad understanding of client IT environmental issues and solutions and be a recognized expert within the IT industry. Must demonstrate advanced abilities to team and mentor and possess demonstrated excellence in written and verbal communication skills.

Internet/Intranet Site Developer Senior

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

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

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

Internet/Intranet Site Developer Junior

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have one (1) year of web development experience using current Web development and graphic tools, as well as, Web server and database administration.

Specialized Experience: At least one (1) year of experience designing, developing and deploying Web sites and/or Web applications, including product selection, configuration, installation, maintenance, and site policy development. Experience developing Web pages using HTML, scripting languages, platform specific web development languages and relational databases.

Internet/Web Architect

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

General Experience: At least five (5) years of IT work experience.

Specialized Experience: Has worked independently or as a part of a team under general supervision and coached more junior technical staff. Technical expert in IT organization. Provides input into highly complex and high impacting decisions as it relates to area of expertise.

Computer Graphics Illustrator

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

Total Experience: Three years experience in creating and generating graphics using computer graphics software.

2.11 TO CONTRACTOR EXPERTISE REQUIRED

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

2.12 SUBSTITUTION OF PERSONNEL

The TO Contractor shall only propose staff available at the time of the TO Proposal and that satisfy the personnel qualifications specified in the Master Contract. In addition, the TO Contractor shall abide by the substitution of personnel requirements in the Master Contract, Section 2.11.8.

2.13 NON-PERFORMANCE OF PERSONNEL

In the event that MSDE is dissatisfied with the TO Contractor's personnel for not performing to the specified standards specified in Section 2.4, the TO Contractor personnel may be removed at the TO Manager's discretion. Both parties will be in full communication as to the nature of the dissatisfaction and previous mitigation efforts included in Section 2.5. Replacement personnel must have qualifications equal to or greater than that of the non-performing person initially proposed and evaluated and accepted in the TO Agreement. The TO Manager will determine the amount of time the TO Contractor has to provide a replacement.

2.14 INVOICING

Invoices shall be submitted monthly. Invoices will reflect costs for hours worked indicated in the accompanying weekly status reports (Deliverable 2.7B). Upon verification and acceptance of the invoices by the TO Manager, payment will be made to the TO Contractor.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS Master Contract. Invoices for payment shall contain the TO Contractor's Federal Employer Identification Number (FEIN), as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 6, is not submitted. On-call hours will be billed based on actual time worked.

RETAINAGE

MSDE shall retain an amount equal to at least 10% from the total annual contract price. This retainage amount shall be dispersed only upon full satisfactory performance and acceptance of the deliverables as set forth in, and all work covered by, the contract.

2.14.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify MSDE/DAA as the TO Requesting agency, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees, including detail of work hours) submitted in triplicate for payment to MSDE at the following address:

Original and one copy to the:
Accounts Payable Section
Maryland State Department of Education
200 West Baltimore Street
Baltimore, Maryland 21201

And one copy to:
Janice Johnson, Branch Chief, Educational Accountability
Maryland State Department of Education
Division of Accountability and Assessment
200 West Baltimore Street, 1st Floor
Baltimore, MD 21201

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

2.15 CHANGE ORDERS

If the TO Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, a TO Change Order will be initiated. The TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract

in addition, scope of the work change. No scope of work modifications shall be performed until a change order is approved by DBM and executed by the TO Procurement Officer.

Acceptance Criteria

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

MSDE will review the deliverables for content, accuracy, completeness, and compliance with the stated requirements, including any applicable standards. In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities within a specified time period. The time period for modifications/corrections shall be mutually agreed upon by the MSDE PM and the TO Contractor in most cases. Other task due dates may be solely determined by MSDE. Once MSDE's issues have been addressed and resolutions are accepted by the MSDE PM, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance (see attachment 6).

CONTRACTOR PERFORMANCE EVALUATION

To assure that MSDE receives quality services from the Contractor, MSDE will conduct semi-annual Performance Evaluations of the Contractor. (See Attachment 10 for a sample evaluation survey instrument). An evaluation is considered acceptable if there are no marks in a "Needs Improvement" Column. All evaluations with marks in a "Needs Improvement" column shall require the Contractor's Contract Administrator to submit a Remediation Plan within 10 business days from the date of notification to the Contractor on the evaluation form, unless due to unforeseen events where the Contractor may request in writing an extension that must be approved by the MSDE Project Manager. An initial evaluation will be conducted within 90 days of the contract start date. After the initial evaluation, the contractor shall be evaluated every six months until the contractor receives an evaluation with no checks in a "needs improvement" column. After two acceptable evaluations, the contractor will be evaluated once a year. If the contractor fails to receive acceptable evaluations for two successive periods, the state of Maryland may begin proceedings to terminate the contract.

SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal or 2) a completed Notice to Master Contractors explaining why the Master Contractor will not be submitting a proposal.

3.2 FORMAT

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

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE:

A) Proposed Services

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

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category.
- 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in Section 2.9.
- 3) Complete and provide at the interview, Attachment 5 – Labor Classification Personnel Resume Summary.
- 4) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.

C) MBE Participation

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

D) Subcontractors

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

E) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of work assignments that the proposed personnel have completed that were similar in scope to the one defined in this TORFP. Each of the three examples, to be provided at the interview, must include a reference complete with the following:
 - a) Name of organization.
 - b) Name, title, and telephone number of point-of-contact for the reference.
 - c) Type and duration of contract(s) supporting the reference.

- d) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
 - e) Whether the proposed personnel are still providing these services and, if not, an explanation of why services are no longer provided to the client organization.
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
- a) The State contracting entity,
 - b) A brief description of the services/goods provided,
 - c) The dollar value of the contract,
 - d) The term of the contract,
 - e) Whether the contract was terminated prior to the specified original contract termination date,
 - f) Whether any available renewal option was not exercised,
 - g) The State employee contact person (name, title, telephone number and e-mail address).

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

F) State Assistance

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

G) Confidentiality

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

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE:

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based.
- B) Completed Financial Proposal - Attachment 1 including:

The Master Contractor should indicate on Attachment 1 the appropriate Labor Category being proposed, and the Fixed Hourly Labor Category Rate. Proposed rates are not to exceed the rates defined in the Master Contract.

SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT

4.1 EVALUATION CRITERIA

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

4.2 TECHNICAL CRITERIA

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

- The experience performing the duties and responsibilities required in Section 2.3 of the Master Contractor's proposed personnel.
- The Master Contractor's understanding of the work to be accomplished.
- The experience, certifications, and education required in section 2.9, of the Master Contractor's proposed personnel.

4.3 SELECTION PROCEDURES

- 4.3.1 Proposed personnel will be assessed for compliance with the minimum qualifications in Section 2.9 of the TORFP. Master Contractors' proposing personnel who fail to meet the minimum qualifications will be disqualified and their proposals eliminated from further consideration.
- 4.3.2 TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- 4.3.3 The State will conduct interviews of all personnel proposed in each TO Proposal that meets minimum qualifications.
- 4.3.4 Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- 4.3.5 The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit has greater weight than price.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

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

ATTACHMENT 1 - PRICE PROPOSAL

**PRICE PROPOSAL FOR CATS TORFP # R00P9200961
LABOR CATEGORIES**

Period: 23 Months

Labor Category	Hourly Labor Rate	Approx. Total Class Hours Annually	Total Proposed CATS TORFP Price
Project Manager	\$	1350	\$
Subject Matter Expert	\$	450	\$
Quality Assurance Specialist	\$	350	\$
Testing Specialist	\$	350	\$
Senior Interdisciplinary Engineer	\$	1125	\$
Interdisciplinary Engineer	\$	1125	\$
Sr. Information Tech Architect	\$	3375	\$
Internet Site Developer Senior	\$	6750	\$
Internet Sit Developer Junior	\$	6750	\$
Internet/Web Architect	\$	3375	\$
Computer Graphics Illustrator	\$	1700	\$
Total Evaluated Price			\$

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower. Time for travel will be reimbursed as allowed in Section 2.2.4 of the Master Contract.

Authorized Individual Name

Company Name

Title

Company Tax ID #

Address

Telephone No.

City, State and Zip Code

Fax No.

E-Mail Address

Date

SUBMIT THIS WITH THE FINANCIAL RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS TORFP #R00P9200961

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

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

The TO Contractor must complete a separate Form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 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 of whether there was any MBE payment activity for the reporting month.

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

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 1

CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

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

In conjunction with the offer submitted in response to TORFP No. R00P9200961, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 30 percent and, if specified in the TORFP, sub-goals of [redacted] percent for MBEs classified as African American-owned and [redacted] percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

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

I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment 2 - Form D-2) with the proposal.

I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.

I understand that if I am notified that I am the apparent TO Agreement awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.

- (a) Outreach Efforts Compliance Statement (Attachment D-3)
- (b) Subcontractor Project Participation Statement (Attachment D-4)
- (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
- (d) Any other documentation required by the TO Procurement Officer to ascertain offeror’s responsibility in connection with the certified MBE participation goal.

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

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

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

Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE

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

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number R00P9200961	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL MBE PARTICIPATION: _____ %
TOTAL WOMAN-OWNED MBE PARTICIPATION: _____ %
TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION: _____ %

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE (CONTINUED)

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

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 3

OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the bid or offer submitted in response to TORFP # R00P9200961, I state the following:

2. Offeror identified opportunities to subcontract in these specific work categories:

Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.

Offeror made the following attempts to contact personally the solicited MBEs:

Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.

(DESCRIBE EFFORTS)

This project does not involve bonding requirements.

Offeror did/did not attend the pre-proposal conference

No pre-proposal conference was held.

Offeror Name

By: _____
Name

Address

Title

Date

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 4

SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

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

Provided that _____ is awarded the TO Agreement in
(Prime TO Contractor Name)
conjunction with TORFP No. R00P9200961, it and _____,
(Subcontractor Name)

MDOT Certification No. _____, intend to enter into a contract by which the subcontractor shall:

(Describe work to be performed by MBE):

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

By:

By:

Prime Contractor Signature

Subcontractor Signature

Name

Name

Title

Title

Date

Date

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

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS
FORM D – 5**

MINORITY BUSINESS ENTERPRISE PARTICIPATION TO CONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): _____ Report is due by the 15th of the following month.	CATS TORFP #R00P9200961 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
---	---

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

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

Return one copy of this form to the following address:

Maryland State Department of Education 200 West Baltimore Street Baltimore, MD 21201 ARobinson@msde.state.md.us	ALLAN ROBINSON, PROCUREMENT OFFICER Maryland State Department of Education 200 West Baltimore Street Baltimore, MD 21201 ARobinson@msde.state.md.us
--	---

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS
FORM D – 6**

MINORITY BUSINESS ENTERPRISE PARTICIPATION SUBCONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): ____/_____ Report Due By the 15th of the following Month.	CATS TORFP #R00P9200961 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____	
MBE Subcontractor Name: _____		
MDOT Certification #: _____		
Contact Person: _____		
Address: _____		
City: _____	State: _____	ZIP: _____
Phone: _____	FAX: _____	
Subcontractor Services Provided: _____		
List all payments received from Prime TO Contractor during reporting period indicated above. 1. _____ 2. _____ 3. _____ Total Dollars Paid: \$ _____	List dates and amounts of any unpaid invoices over 30 days old. 1. _____ 2. _____ 3. _____ Total Dollars Unpaid: \$ _____	
Prime TO Contractor: _____		Contact Person: _____

Return one copy of this form to the following address:

Maryland State Department of Education 200 West Baltimore Street Baltimore, MD 21201 ARobinson@msde.state.md.us	ALLAN ROBINSON, PROCUREMENT OFFICER Maryland State Department of Education 200 West Baltimore Street Baltimore, MD 21201 arobinson@msde.state.md.us
--	---

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 3- TASK ORDER AGREEMENT

CATS TORFP # R00P9200961 OF MASTER CONTRACT # 050R5800338

This Task Order Agreement (“TO Agreement”) is made this **day** day of **Month**, 2008 by and between **MASTER CONTRACTOR** and the STATE OF MARYLAND, **MSDE**.

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means the **MSDE**, as identified in the CATS TORFP # **ADPICS PO**.
 - b. “CATS TORFP” means the Task Order Request for Proposals # **ADPICS PO**, dated **MONTH DAY, YEAR**, including any addenda.
 - c. “Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and **MASTER CONTRACTOR** dated December 19, 2005.
 - d. “TO Procurement Officer” means **TO Procurement Officer**. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. “TO Agreement” means this signed TO Agreement between the **MSDE** and **MASTER CONTRACTOR**.
 - f. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is _____ and whose principal office in Maryland is _____.
 - g. “TO Manager” means **TO Manager** of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated **date of TO Proposal – Technical**.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated **date of TO Proposal - FINANCIAL**.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
 - 2.1. This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.
 - 2.2. The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Agreement,
 - b. Exhibit A – CATS TORFP
 - c. Exhibit B – TO Proposal-Technical
 - d. Exhibit C – TO Proposal-Financial

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 year, commencing on the date of Notice to Proceed and terminating on **MONTH DAY, YEAR**.

4. Consideration and Payment

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

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

4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is **Federal ID number**. 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: TO Procurement Officer

Date

Witness: _____

ATTACHMENT 4- Conflict Of Interest Affidavit And Disclosure

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

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

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

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

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

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

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

SUBMIT THIS WITH THE TECHNICAL RESPONSE

ATTACHMENT 5- Labor Classification Personnel Resume Summary

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.
2. Only labor categories proposed in the Master Contractors Technical proposal may be proposed under the CATS TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. The summary is required at the time of the interview.

For example: If you propose John Smith who is your subcontractor and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as 3 months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement.

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

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

Proposed Individual's Name/Company	How does the proposed individual meet each requirement?
LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)	
Education: (Insert the education description from the CATS RFP from section 2.12 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS RFP from section 2.12 for the applicable labor category.)	
Duties: (Insert the duties description from the CATS RFP from section 2.12 for the applicable labor category.)	

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

Contractor's Contract Administrator:

Signature

Date

Proposed Individual:

Signature

Date

SUBMIT AT THE TIME OF THE INTERVIEW

ATTACHMENT 6- Directions to the Pre-TO Proposal Conference

The Pre-Proposal Conference will be held:

FRIDAY, OCTOBER 17, 2008 @ 2:00 PM
Maryland State Department of Education
Nancy S. Grasmick Education Building
8th Floor, Conference Room 2
200 West Baltimore Street
Baltimore, MD 21201

From Interstate 95 (Washington, D. C.)

95 to Exit 53 – “Route 395 North/Downtown”. On 395, take exit “Downtown/Inner Harbor”, which is the left lane. Stay in left lane. “Downtown/Inner Harbor” exit becomes Howard Street. Cross Conway, Camden, and Pratt Streets. After Pratt, get in the right lane. Cross Lombard Street, turn right at next light which is Baltimore Street. You can turn right from both lanes, but the left lane of Howard Street puts you into the left lane of Baltimore Street and gives easy access to the parking lot, and directly across from the 1st Mariners Arena (Formerly the Baltimore Arena).

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

95 South to Baltimore. Pass the exits to 695 – Baltimore Beltway. As soon as you pass the 695 exits, get in the right two lanes. Stay to the right and follow signs to 95 South/Ft. McHenry Tunnel. (The left two lanes go to 895 and the “old” Harbor Tunnel.) When you exit the Ft. McHenry tunnel stay on the right and take the first exit – 395/Baltimore/Downtown. On the exit ramp you should begin to move to the left and continue to follow the signs that say “Downtown/Inner Harbor”. Downtown/Inner Harbor” exit becomes Howard Street. Cross Conway, Camden, and Pratt Streets. After Pratt, get in the right lane. Cross Lombard Street, turn right at next light which is Baltimore Street. You can turn right from both lanes, but the left lane of Howard Street puts you into the left lane of Baltimore Street and gives easy access to the parking lot next to the building. MSDE is in the middle of the block, on the left, right next to the parking lot, and directly across from the 1st Mariners Arena (formerly the Baltimore Arena).

From Annapolis – Route 50

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

From the Baltimore-Washington Parkway (Route 295)

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

ATTACHMENT 7- ACCEPTANCE OF DELIVERABLE FORM

Agency Name: MARYLAND STATE DEPARTMENT OF EDUCATION
TORFP Title: TORFP# R00P9200961
TO Manager: Janice Johnson, Branch Chief, Accountability

To: TO Contractor's Contract Manager

The following deliverable, as required by TO Agreement #R00P9200961, has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

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

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.12 OF THE TORFP.

ATTACHMENT 8- NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this ___ day of _____ 2008, by and between _____ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as " the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP #R00P8203305 for Oracle Support and Maintenance. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in Section 1.8 of the TORFP, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.8, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to TO Procurement Officer, MSDE on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.8 OF THE TORFP

ATTACHMENT 9 - NON-DISCLOSURE AGREEMENT (TO Contractor)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ___ day of _____, 200__, by and between the State of Maryland (“the State”), acting by and through its **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 **TORFP Title** TORFP No. **ADPICS PO** dated **release date for TORFP**, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; and

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

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

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

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

Contractor/Contractor's Personnel:

MSDE:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.8 OF THE TORFP

EXHIBIT A

**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

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