



**CONSULTING AND TECHNICAL SERVICES (CATS)  
TASK ORDER REQUEST FOR PROPOSALS (TORFP)**

**WEB DATA COLLECTION SYSTEM**

**CATS TORFP PROJECT R00P7204070**

**MARYLAND STATE DEPARTMENT  
OF EDUCATION**

**ISSUE DATE: WEDNESDAY, NOVEMBER 28, 2007**

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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. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. 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.

<b>TORFP Title:</b>	WEB DATA COLLECTION SYSTEMS
<b>Functional Area:</b>	FA2 WEB AND INTERNET SYSTEMS
<b>TORFP Issue Date:</b>	Wednesday, November 28, 2007
<b>Closing Date and Time:</b>	Wednesday, January 9, 2008 @ 2:00 PM
<b>TORFP Issuing Agency:</b>	Maryland State Department of Education (MSDE) Accountability Branch
<b>Send Questions and Proposals to:</b>	Dorothy M. Bonner, Procurement Officer <a href="mailto:dbonner@msde.state.md.us">dbonner@msde.state.md.us</a>
<b>TO Procurement Officer:</b>	Dorothy M. Bonner Office Phone Number: 410-767-0628 Office FAX Number: 410-333-2017
<b>TO Manager:</b>	Janice Johnson, Chief, Education Accountability Office Phone Number: 410-767-0025 Office FAX Number: 410-333-2017
<b>TO Project Number:</b>	R00P7204070
<b>TO Type:</b>	Fixed price
<b>Period of Performance:</b>	Base Period: From Award to 12/12/08 Renewal Option: Two 1 year options (ending 12/31/2010)
<b>MBE Goal:</b>	30 percent
<b>Small Business Reserve (SBR):</b>	No
<b>Primary Place of Performance:</b>	Maryland State Department of Education Nancy S. Grasmick State Education Building 200 West Baltimore Street Baltimore, MD 21201
<b>TO Pre-proposal Conference:</b>	Maryland State Department of Education Nancy S. Grasmick State Education Building 200 West Baltimore Street, 8 <sup>th</sup> Floor, Conference Room 6 Baltimore, MD 21201 Monday, December 10, 2008 @ 10:00 AM

# NOTICE TO MASTER CONTRACTORS

All Small Business Reserve (SBR) 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. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. If you have chosen not to propose to this TORFP, you must complete and email this notice to the TO Procurement Officer. If you are submitting a TO Proposal, we also ask that you take a few minutes and provide comments and suggestions regarding the enclosed TORFP.

**TORFP Title:           Web Data Collection Systems**

**TORFP No.:            R00P7204070**

1. If you have responded with a "not submitting Task Order Proposal", please indicate the reason(s) below:

- Other commitments preclude our participation at this time.
- The subject of the TORFP is not something we ordinarily provide.
- We are inexperienced in the services required.
- Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- The scope of work is beyond our present capacity.
- Doing business with the State of Maryland is too complicated. (Explain in REMARKS section.)
- We cannot be competitive. (Explain in REMARKS section.)
- Time allotted for completion of a Task Order Proposal is insufficient.
- Start-up time is insufficient.
- Bonding/Insurance requirements are too restrictive. (Explain in REMARKS section.)
- TORFP requirements (other than specifications) are unreasonable or too risky.  
(Explain in REMARKS section.)
- Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory.  
(Explain in REMARKS section.)
- Payment schedule too slow.
- Other: \_\_\_\_\_.

2. If you have submitted a Task Order Proposal, but wish to offer suggestions or express concerns, please use the Remarks section below.

Remarks:

---

---

Master Contractor

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

Contact Person: \_\_\_\_\_ email \_\_\_\_\_

Phone: \_\_\_\_\_ Fax \_\_\_\_\_

PRE-PROPOSAL CONFERENCE INTENT TO ATTEND

**WEB DATA COLLECTION SYSTEMS**

**CATS TORFP PROJECT R00P7204070**

**Print or Type**

**NAME OF COMPANY:**

**ADDRESS OF COMPANY:**

**E-Mail Address:**

**EXPECTED NUMBER OF ATTENDEES:**

**NAME OF PRIMARY CONTACT FOR  
PURPOSES OF SENDING INFORMATION:**

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

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

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

**\_\_\_ 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 \_\_\_\_\_**

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

## **SECTION 1 - ADMINISTRATIVE INFORMATION**

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

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 2.8 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 3, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal.

### **1.3 TO PROPOSAL SUBMISSIONS**

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by Maryland State Department of Education'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 #R00P7204070. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP #R00P7204070 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP #R00P7204070 Financial". The proposal documents that must be submitted with a signature, Attachment 2 - MBE Forms D-1 and D-2 and Attachment 4 - Conflict of Interest and Disclosure Affidavit, must be submitted as .PDF files with signatures clearly visible.

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

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

### **1.5 CONFLICT OF INTEREST**

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

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

## **1.6 NON-DISCLOSURE AGREEMENT**

Certain system documentation may be available for potential Offerors to review at a reading room at TO MSDE, 200 West Baltimore Street, Baltimore, MD 21201. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

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

## **1.7 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 AND BACKGROUND

#### 2.1.1 PURPOSE

The Maryland State Department of Education (MSDE) is issuing the CATS TORFP to obtain a Contractor to provide highly technical services on behalf of the design, development, implementation, and support for the execution of a web enabled data collection application. MSDE prefers a COTS solution provided by a vendor that can be tailored to meet Maryland's unique needs.

MSDE collects educational data from local school systems throughout the state of Maryland. Data collected consist of; attendance, student assessment participation and outcomes, student enrollment, classroom level membership for teacher quality, staff and Federal Program data such as Title I (Disadvantaged children, paraprofessionals), Title III (English Language Learners). This data has been used for the following:

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

There are no reporting requirements associated with Title II as part of this TORFP or MSDE's Web Data Collection System.

Data is retrieved annually from the twenty-four (24) Local Education Agencies (LEAs) throughout the State of Maryland. This data is submitted electronically via an **ASCII flat-file** fixed field format, for each data collection, to MSDE according to specifications developed and published by MSDE. The information contains data about individual educators, student, schools, and/or school systems. These file layouts are included in appendixes A, B and D.

Currently, the Maryland State Department of Education (MSDE) Division of Accountability and Assessment (DAA) processes the submitted files using COBOL edit programs executed on MSDE's HP3000/960 minicomputer. Edit errors are communicated back to the LEAs via an emailed report with corrections made and resubmission of the ASCII file by the respective LEA. When accepted by MSDE, the file contents are loaded into HP/IMAGE datasets.

DAA uses SAS software to produce a final publication version from extracted flat files from the HP/IMAGE datasets for public distribution on the MSDE web site. Other MSDE staff has access to the data through these publications, or by special data requests to DAA.

The Division of Student Services (DOSS), Title I Office is responsible for the Title I program, and the Division of Instruction (DOI), Title III office is responsible for the Title III

program. They collect student and aggregate data in several formats of paper, Excel, Word documents and Microsoft Access databases. They process these data using an array of ACCESS databases, SAS software and manual calculations. The data collection methodology used for the Federal Programs must be improved, consolidated, standardized with the Web Data Collection System that allows program monitoring by the appropriate program managers in each division.

### **2.1.2 REQUESTING AGENCY BACKGROUND**

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**

MSDE is responsible for developing, implementing, monitoring, and coordinating MSDE's information processing; research, evaluation/reporting activities; student/school/teacher accountability functions, planning functions and federal program compliance reporting.

#### **Current System Description**

##### **Schools Data Set (SDS) (Module 1)**

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

The SDS includes information about schools initiating from the 1990-91 school year through the current school year (2007). The data is updated annually. Each school year contains a separate list of schools that were in operation for that year. At the beginning of each school year, the new data set is created from the prior data set. Schools that have closed are automatically removed and new schools are individually entered into the data system. Any of the data items may be modified at any point in time during the school year.

In addition to other programs, there is Title I, Carnegie Schools, Challenge Schools, Charter Schools and Targeted Poverty Schools. The dates when a school began and stopped participation in these programs is automatically updated when the status flag is changed. Each schools Adequate Yearly Progress status and their school improvement status is also indicated in the School dataset.

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

### **1. Demographic Data**

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

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

This information is used in the creation of the annual file for the National Center for Education Statistics. These items include NCES number, school type, and status code.

### **3. Data Items**

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

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

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

### **5. Special Program Indicators**

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

### **Attendance (Module 2)**

The primary purpose of the student attendance data files is to collect information about each student in the public school system that will allow MSDE to calculate data for compliance with both state and federal regulations. This information is also used to inform the public of different attendance issues. Attendance information is collected every March and at the end of each school year. Flat ASCII Data files are electronically submitted by each LEA. Each data file will contain a record for each student who was in the school system during the year.

In some cases, there will be multiple records for a student. This will occur when a student transfers between schools or drops out and then re-enters. A record must be reported for each school and membership period in which the student was enrolled.

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

- Demographics
- Attendance
- Dropouts
- Mobility
- Graduates

### **Statistical Process Control (SPC) (Module 3)**

SPC is a new layer of validation to ensure the logical nature of the aggregates MSDE is publishing on our website for state and federal compliance reporting. It has been our experience that MSDE's education data can meet all validation edits for valid values and cross row edit validations, but the data may be totally illogical (i.e. no male students reported in a particular local district). SPC is a process whereby a comparative analysis is performed of current year reported data against a predicted value projected from previous year's historical data. If the current year's data does not meet the confidence values, the information is considered incorrect. This process is further explained in section 2.2 – Technical Requirements.

### **Staff (Module 4)**

During November of each school year, the LEAs submit a data file to MSDE containing data on all staff members actively employed as of October 15. The reports contain information on approximately 112,000 individual educators. This information includes the following:

- Demographic data
- Teaching experience
- Employment status and history
- Current Assignment (locations and subjects)
- Current Salary Data

The Staff Reporting System Specifications and Procedures Manual are attached as Appendix A.

### **Class Level Membership (Highly Qualified Teachers) (Module 5)**

The purpose of the Class Level Membership (CLM) data collection is to obtain information about each class where a Core Academic Subject (CAS) was being taught on or about December 2<sup>nd</sup> each year. This will enable MSDE to calculate information that will meet NCLB requirements and provide data that is included on the Maryland report card on the web.

## **Federal Programs (Module 6)**

### **Title I**

Title I are Federal grants distributed to schools through the state and local school system. Funds distribution is based on poverty data from the previous year, and determines if the school is eligible to be a Title I school, or a Targeted Assistance school. Allocations of funds are up to the school system.

Title I schools have a school-wide program available to all students in the school. Targeted assistance schools have programs for specific students who qualify based on their performance. Programs may involve reading, mathematics, attendance and behavior interventions. The choice of interventions is up to the school.

Title I consists of other support services to specific populations of students and local schools systems such as student choice, migrant, neglected/delinquent, paraprofessionals at Title I schools and the homeless.

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

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

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

DOSS collects Title I and DOI collects Title III data from local school systems in an array of formats and products at different times during the year currently. They are individual student data, or aggregate data in paper, Excel, or Microsoft ACCESS database formats. Aggregate data at times does not reconcile. The processes involving the collection of these data are inefficient, error prone and labor intensive. There is redundancy within the data being requested from local school systems. The timing of the data submissions is linked to the due dates of the federal reporting requirement.

Listed below in Table 1 are the specific programs under Title I and Title III.

Table 1

<b>Eden File Number</b>	<b>Title</b>	<b>Program(s)</b>		
10	Student Choice	Title I		
35	Federal Programs	Title I	Title III	
36	Participation TAP	Title I		
37	Participation Title I	Title I	Homeless	Migrant
43	Homeless Served	Homeless	Title III	
44	Homeless Services	Homeless		
45	Immigrant	Title III		
46	LEP Demographic	Title III		
47	LEP Eligible	Title III		
50	LEP Proficiency	Title III		
51	LEP Programs	Title III		
53	Migrant Eligible	Migrant Education		
54	Migrant Served	Migrant Education		
56	Neglected/Delinquent Participation	Neglected	Title I	
58	Paraprofessionals	Title I		
65	Federally Funded Staff	Title I		
67	LEP Teachers	Title III		
75	Performance-Math	Homeless		
77	Performance-Reading	Homeless		
81	Not Tested	Homeless		
85	LEP All Students	Title III		
96	LEP Instruction	Title III		
97	Long-term Neg. Served	Neglected		

### **Current Hardware and Software Environment**

The DAA is currently hosted on an IBM x 460Server (DBServer) located in MSDE Headquarters at 200 West Baltimore Street in Baltimore. It consists of 8CPU's at 2.83GHZ with 8Gb of memory. The data resides in an Oracle database (version 10g) running under Windows 2003 Server operating system with an Oracle Instance called "EDW2", and is transformed from flat ASCII files, extracted from our legacy environment or Oracle applications, to the Oracle data warehouse. Our legacy data for operational applications is hosted on a HP3000/960 minicomputer located at MSDE headquarters. Our data from the Oracle applications resides in an Oracle Instance named "DAAPROD" on DBServer. The legacy environment data resides in an HP/IMAGE database and is created using COBOL programs. Our legacy environment is supported by internal DAA staff and is not part of this support request. The Education Data Warehouse (EDW) is a denormalized star-schema with nearly fifteen years of summary and detailed data related to Education Accountability

programs. The current size of the EDW is approximately 220Gb.

DAA also has another Oracle instance named EDWF that contains summary tables only for EDEN (Education Data Exchange Network) reporting. All data that DAA owns that requires EDEN file submission for federal reporting has been pushed to EDWF in the format required for EDEN reporting. EDEN is a federal initiative that is being implemented over the past three years allowing states to discontinue paper reporting once they consistently create accurate EDEN files submitted to USDoe. Creation of EDEN files for DAA are not part of this procurement.

The EDW uses Power Center by Informatica to transform MSDE's legacy data into the EDW. This tool will be used for reporting from the DAA. The data transformation occurs on two (2) IBMx440 Transformers with 16 processors and 16Gb of memory. The operating system on this server is Windows 2003 DataCenter.

Student-level and Teacher-level detail data are transformed into the DAA and aggregated using Informatica's PowerCenter, v.6.2.1. The Power Center Repository resides in an Oracle Instance named "REPO2" on DBServer. DAA responds to requests by creating reports using Cognos' Impromptu software. SAS statistical programming language is utilized to perform highly statistical analyses for research.

Regarding software, DAA hosts the following products:

- Exchange Server 2003 messaging (MAPI or SMTP)
- MS Exchange 2003
- MS Internet Explorer (IE) 6 client
- Oracle 10g
- Informatica Power Center v.6.2.1

MSDE currently performs its data collection operations on the HP3000/960 minicomputer system located at the Maryland State Department of Education Building (MSDE) Data Center, 200 W. Baltimore Street, Baltimore, Maryland. These data collection systems are custom COBOL programs developed by MSDE used to load HP IMAGE datasets. Each data collection has a unique set of programs and IMAGE datasets. Once loaded into these datasets, edit reports are generated from COBOL programs. Some of the legacy data collection applications have been migrated to Oracle applications. The Oracle applications are custom PL/SQL programs developed in Forms Builder 6i used to load data into Oracle databases. Each collection has its own unique set of modules and database schemas. Once the data is loaded into the database the data is edited by the Oracle application. Edit reports are generated by Cognos Impromptu. Once data are validated, Informatica PowerMart loads the data into the MSDE Education Data Warehouse (EDW), into Oracle 10g databases. Final reports are generated from the EDW using SAS or Cognos Impromptu. MSDE data managers access the HP and EDW using Windows XP personal computers. MSDE owns the appropriate licenses for the software noted in this TORFP.

The new web data collection system (WDCS) will be implemented using Microsoft Windows 2003 web, application, and data servers at the Maryland State Department of Education Building (MSDE) Data Center. The target database will be Oracle 10g, and will act as the operational data store (ODS). The EDW will use the ODS as source data via flat ASCII file extracts from the WDCS ODS.

## 2.2 TECHNICAL REQUIREMENTS

MSDE is soliciting proposals for Contractors to collaborate with MSDE and other contractors to acquire, design, develop, and support services for the implementation of a web-based education data collection system (WDCS). MSDE collects many different types of education data from local school systems in the State of Maryland. Although this solicitation requires six modules or datasets to be implemented, the system must standardize data collection and storage procedures that will allow MSDE staff to easily define and program changes on an annual basis as well as add new datasets. These six modules are:

- Schools (Module 1)
- Attendance (Module 2)
- Statistical Process Control (SPC) (Module 3)
- Staff (Module 4)
- Class Level Membership (Highly Qualified Teachers) (Module 5)
- Federal Programs (Module 6)

Data from these 6 modules serves the following purposes:

- Monitor compliance with Federal and State laws and standards,
- Design school improvement plans,
- Determine school performance sanctions and awards,
- Prepare federal reporting requirements,
- Respond to State legislative and board of education data requests,
- Produce annual statewide summary publications.
- Determine State funding allocations.
- Determine if classes are receiving instruction from Highly Qualified Teachers

1. The web data collection system will include the following functions: The LEA logs on to secure MSDE web site;
2. LEA browses local computer or network to select flat file for upload to MSDE server and uploads the file;
3. MSDE provides LEA with confirmation of file receipt and instructions for checking file processing status;
4. MSDE provides LEA with email notification of file processing status (errors/no errors/etc or failure to load data.);
5. If file processing was unsuccessful, LEA logs onto secure MSDE web site to retrieve error log;
6. LEA corrects the invalid data via the web application and re-validates the data or creates a new file and repeats the above steps until the data meet MSDE data acceptability standards; and
7. MSDE loads clean data into a targeted database where reports can be generated and other MSDE activities completed.

The email notification and security access for the system will utilize the Login Management Application (LMA) that has been developed by BearingPoint. The LMA is a web portal that controls the administration of user access and email notification to those users. The LMA is not part of this procurement. The LMA will accomplish this by providing an Internet application that provides multi-level application user administration capability, a single sign-on role based authentication service and an application registration form. The multi-level administration is accomplished by creating Role based groups that may be nested to any level. The authentication service authenticates

a user by verifying the user name, password and application access. Finally, the registration form removes the burden of adding users to applications. Once registered, an administrator can then assign users access to an application. Registration does not grant access to an application. User registration provides a list of users to the administrator for use in granting access to an application. The LMA will also provide the means necessary to gather information required by an application to send email to the appropriate recipients and to let each user choose if they want to receive email notifications for specific events.

The web data collection system's framework is centered around six modules. These modules consist of Schools, Attendance, Statistical Process Control (SPC), Staff, Class Level Membership and Federal Programs. The Contractor must adhere to the following requirements for a successful project:

1. An incremental rollout of the WDCS six modules beginning with the schools dataset and all associated software and hardware installation framework at MSDE;
2. SPC applies to all modules of WDCS with the exception of the Schools (SDS) module;
3. The rollout sequence of the Attendance and Staff datasets can be rolled out based on the timing of their respective due dates from the locals school systems;
4. Validation and aggregation rules must be maintained by year since they can change annually; and
5. Executing re-aggregations and validations for prior years is a requirement.

The following information provides a more comprehensive view of the six modules used to retrieve data from the web data collection system.

### **Schools (SDS) - (Module 1)**

The schools data set is a major component of our data systems. Each data collection and report uses this data set to validate that information for schools is reported accurately. Historical demographic information about each school is maintained. Information is available from 1991 through the current school year. The Contractor must convert the existing schools information from 1991 to present in the legacy environment to the new WDCS.

As available, data from other systems within MSDE are added to this school data set. These include free or reduced price meal counts (FARMS), students with disabilities (SWD), Title I, and Limited English Proficiency (LEP) counts. September 30 enrollment data are also added to this data set. Currently, these data are uploaded from ASCII flat files. These data from other systems are available at different times during the school year and must be updated in the schools dataset in the new WDCS.

Information regarding the number of days schools were open must be reported twice to MSDE. The first is received with the March Attendance data file. This information shows the number of instructional days from the first day of school through the March reporting date. The report is received at the end of the school year to indicate the number of instructional days from the first day of school through the end of the school year. This last report also shows the number of instructional hours. Please note that this data can be different for each school.

At the end of each school year, each LEA must update the information that we maintain. At that time, schools that will be closing, new schools, and changes to school addresses are submitted. Afterwards, usually in early September, the new school year information is

created by “rolling over” the current year’s information.

Except for the period between September and the end of December, only one year of school information is used, typically referred to as the current school year. After September, because MSDE is working with data from both the current and new school years, both years must be accessible.

Prior to the beginning of each school year, the LEAs modify data that has been maintained by MSDE from year to year. Current school year data is rolled over into the New Year with closed schools removed and new schools manually added. Prior to the attendance data collection, the first day of school and number of instructional days and hours must be updated for each school. Additional information that would update the school demographics may be received by MSDE at anytime during the year.

The schools dataset does not receive flat ASCII files for updating from the Local Education Agencies (LEA) as the other modules of the WDCS. It is a parent table controlled by MSDE staff. The new school year’s parent table is created by rolling over the previous year’s data and making the appropriate changes. Local school systems can review their schools in the WDCS, make changes in a temporary table and upon review, correction and approval by MSDE staff, the information will be updated directly into the latest school year’s school dataset.

The Contractor must design and implement the school table, which is utilized to update schools captured in attendance and staff. This product must allow on-line data entry access and programmatic updates and downloads. All information currently maintained in the legacy environment for schools must be designed and implemented in the WDCS.

**Attendance - (Module 2)**As stated in the Attendance section of 2.1.3, the primary purpose of the student attendance data files is to collect information about each student in the public school system that will allow MSDE to calculate data for compliance with both state and federal regulations. This information is also used to inform the public of different attendance issues. Attendance information is collected every March and at the end of each school year. Flat ASCII Data files are electronically submitted by each LEA. Each data file will contain a record for each student who was in the school system during the year. In some cases, there will be multiple records for a student. This will occur when a student transfers between schools or drops out and then re-enters. A record must be reported for each school and membership period in which the student was enrolled.

The records are validated to ensure that accurate report codes have been used. In addition, there are logical constraints that must be met within each record and across records, if multiple records are reported for a student. The report codes include demographic information about the student, entry status information, reason for withdrawal from school, and days attended and absent. In order to meet the validation requirements, a school system may have to correct and re-submit their data files multiple times.

Once the data have been validated, the information must be aggregated to the school, LEA, and state levels. At each level, the data are also disaggregated to report student demographic and grade level information. This information is generally used to complete selected publication tables and the Maryland Public School Report Card on the web.

Some of the calculations that are performed for these publications include percent average

daily attendance and membership, dropout rate, and graduation rates. When publications are produced, all tables within the publication should be created. Other reports must include the option to report at the state, LEA, or school. As data are completed for an LEA, we must have the capability to immediately report the aggregate data to the school.

The Student Attendance and High School Completers Specification Manual for school year 2006-2007 is attached as Appendix B.

### **Statistical Process Control (SPC) (Module 3)**

SPC is a new layer of validation to ensure the logical nature of the aggregates MSDE is publishing on our website for state and federal compliance reporting. It has been our experience that MSDE's education data can meet all validation edits for valid values and cross row edit validations, but the data may be totally illogical (i.e. no male students reported in a particular local district).

SPC is a process whereby a comparative analysis is performed of current year reported data against a predicted value projected from previous year's historical data. If the current year's data does not meet the confidence values, the information is considered incorrect. According to the most recent specifications, there are a large number of SPC summarizations to process. This is due in large part because SPC summary points are calculated based upon a combination of fields in the dataset and their range of values. For example, we could generate a number of SPC summary points by combining codes for Race and Gender. Assuming 4 codes for Race and 2 codes for Gender, we have 8 summary points ( $4 \times 2 = 8$ ) or possible combinations of data. Therefore, there could potentially be 340,000 aggregated data points for all data point possible combinations. The summary data points must be defined for each module in collaboration with the contractor. Some of the summary data points are available in the EDW, but not all.

The system will compare the SPC summary point for the current year with predicted value for the current year using the following formulas:

- The first comparison will be a minimum threshold test. If the difference between the two years is X or less, the summary point will be skipped.
- If the ratio between the two numbers is less than Y%, the summary point will be skipped.
- If the actual value falls outside of a C% confidence interval of predicted value, a critical error flag will occur.
- If the actual value falls outside of a W% confidence interval of predicted value, a warning error flag will occur.

A technical staff member will set the SPC thresholds X, Y, C, and W as noted above. X, Y, C and W are configurable by year. These thresholds will be performed by year and Dataset (i.e., attendance – March, Attendance – June and Staff).

This logic will be based on trends of five (5) years of summary data that will be calculated from detailed student and staff data by the Contractor and loaded into the database. The Contractor will calculate summaries by year specific rules. The Contractor must validate the accuracy of calculations in collaboration with MSDE. Its primary goal is to identify errors in submitted data.

SPC is based on a confidence interval whereby the data results are highlighted and reviewed by MSDE. Linear or curvilinear regression will be used to determine a C % and W % confidence for the predicted values. The higher degree of confidence, the wider the

confidence interval. The following confidence interval variables must be considered on behalf of SPC:

- The high confidence levels, or considered the friendly level, must be set to 99% to include a larger range of values that the predicted SPC value must fall between.
- The low confidence level, considered the critical level, must be set to 95% to include a smaller range of values.
- The initial proportional difference will be set to Y % which will allow the SPC checking to only check values where the difference between the predicted values and reported values is greater than 25%.
- The initial SPC minimum amount will be set to (X) which will allow the SPC checking to only check values where the difference between predicted value and reported value is greater than 5.

The Contractor must calculate SPC for up to six consecutive previous years. Each year's aggregation rules may be different and must be maintained by year and executable by year. Current year predicted values will be based on the following:

- SPC will not be applied to the first year's data.
- Linear regression will be used for values that have 3 years of data.
- Curvilinear regression will be used for values that have 5 or more years of data.

Business object error checking is performed and errors are recorded in the database. An error report will be generated by the system that shows flags on the data. The report will indicate which flags are critical and which flags are warnings. The system generated report allows LEAs to view the cause of their SPC flags and provide an explanation for all critical flags that they do not eliminate before submitting data to MSDE for approval. MSDE can impose an approval of a file with critical SPC errors as long as comments are made regarding the flags. To obtain more information regarding generalized regression, please access URL, <http://curveexpert.webhop.biz>.

#### **Staff (Module 4)**

The collection of staff data by the Maryland State Department of Education (MSDE) is authorized under Sections 2-205 and 5-109 of the Education Article of the Annotated Code of Maryland.

Each November, twenty-six local education agencies (LEAs) in Maryland submit a Flat ASCII data file to MSDE containing data on staff members actively employed as of October 15 of that year. Professional staffs who resigned or left the school system between October 16th of the prior year and October 15th of the current year are also included in the report.

There are two types of records in the Annual Staff Report. Type I records are the primary records for each staff member employed. The primary record includes the position with the highest full-time equivalency (FTE). Type II records are subsidiary records for staff members with multiple location codes, building codes, budget codes, or position types.

The records are validated to ensure that accurate report codes have been used. In addition, there are logical constraints that must be met within each record and across records, if multiple records are reported for a staff member. The report codes include demographic information, current assignment, experience, employment status, current salary, and subjects taught by teachers. In order to meet the validation requirements, a school system may have

to correct and re-submit their data files multiple times.

Based on the data received, MSDE prints summary information in various MSDE publications, including: (1) Analysis of Professional Salaries; (2) Characteristics of Professional Staff; (3) Staff Employed at School and Central Office Levels; and (4) Professional Staff by Assignment, Race/Ethnicity and Gender. These four reports are posted on the MSDE web site at (<http://www.marylandpublicschools.org>). These four publications are comprised of multiple tables that are more specifically defined at website [http://www.marylandpublicschools.org/MSDE/divisions/planningresultstest/prim\\_pubs.htm](http://www.marylandpublicschools.org/MSDE/divisions/planningresultstest/prim_pubs.htm)

(Click on “2005-2006” for the latest publications) and must be created automatically within the WDCS upon demand. Reading the Education Data Warehouse (EDW) to extrapolate a column(s) for some reports is a requirement. This can be handled by a procedure that is written by the MSDE database administrator.

In addition to the staff information that is reported by the LEAs, certification and endorsement data is also provided electronically by MSDE’s Division of Certification and Accreditation. These data must be included in the WDCS to facilitate reporting. This data includes type of certification, certification areas, issue dates, expiration dates, and degree information. Certification information is used to produce one of our publications, Characteristics of Professional Staff, as well as, reports requested by the Division of Certification and Accreditation.

The staff and certification data are also used for the following purposes:

- Monitoring compliance with federal and state laws;
- Responding to federal reporting requests;
- Responding to state legislative and State Board of Education data requests;
- Producing annual statewide staff reports;
- Providing information to local education agencies and the public;
- Determining funding allocations by the state and school systems; and
- Providing information for designing research and staff development plans.

The Staff Reporting System Specifications and Procedures Manual for school year 2005-2006 are attached as Appendix A.

### **Class Level Membership (Highly Qualified Teachers) (Module 5)**

The purpose of the Class Level Membership (CLM) data collection is to obtain information about each class where a Core Academic Subject (CAS) was being taught on or about December 2<sup>nd</sup> each year. This will enable MSDE to calculate information that will meet NCLB requirements and provide data that is included on the Maryland report card on the web.

Class Level Membership information is collected in February each school year. Flat ASCII data files are electronically submitted by each school system. Each data file will contain a record for each CAS class that was taught on or about December 2<sup>nd</sup>. In some instances, there will be multiple records for a teacher. Teachers who instruct more than one class will have multiple records, such as a high school mathematics teacher who has 5 classes on December 2<sup>nd</sup>.

These records are validated to ensure that accurate report codes have been used. In addition, there are logical constraints that must be met within each record and across records, if multiple records are reported for a teacher. In order to meet the validation requirements, a school system may have to correct and re-submit their data files multiple times. When the data have been validated, summary reports are returned to the school system.

After the data have been validated, the information in CLM must be compared to the teacher certification data from the Educator Information System (EIS) to determine the highly qualified status of the teacher/class. The teacher certification data from the EIS system will be physically stored in the Web Data Collection Data database as a snapshot in time. The main comparisons are made to subjects, certification area, and teacher test data. Other data elements are also used in the determinations. The current process produces an Excel report of not highly qualified classes that is returned to the LEA. If the school system has information that substantiates changing the highly qualified status from no to yes for any of the classes, then the spreadsheet is updated by the LEA and returned to MSDE where it is subsequently used to update the highly qualified status in the legacy database. This spreadsheet process needs to be replaced with a web interface for LEAs.

Once data has been received and validated from all school systems the information must be aggregated to the school, LEA, and state levels. These reports are used for compliance with NCLB federal reporting requirements. The information is also included in the Maryland Public School Report Card by means of an extracted file.

The Contractor must design and implement the Class Level Membership data collection, which is utilized to determine the percentage of classes receiving instruction by highly qualified teachers. As of December each year a snapshot of the teachers and their classes is captured and reported to MSDE by early February of the subsequent year.

The Class Level Membership guidelines for school year 2006-2007 are attached as Appendix D Class Level Membership (Highly Qualified Teachers) Specification Manual.

### **Federal Programs (Module 6)**

The Federal Programs to be included in the WDCS project are in Table 1 in section 2.1.3 on page 13 of this TORFP.

DOSS collects Title I and DOI collects Title III data from local school systems in an array of formats and products currently. They are individual student data, or aggregate data in paper, Excel, or Microsoft ACCESS database formats. Aggregate data at times does not reconcile. The processes involving the collection of these data are inefficient, error prone and labor intensive. There is redundancy within the data being requested from local school systems. The timing of the data submissions is linked to the due dates of the federal reporting requirement.

The contractor must review all documentation and interview all personnel responsible for these programs and evaluate:

- Should student level data be captured instead of aggregate data
- Consider if the student data could be captured within any of DAA's data collections
- Determine if a web interface survey methodology must be used for collection of some these data

- Standardize the data collection process for federal programs
- Reduce redundancy in the data collection process

These federal programs are also impacted by the requirement to submit files for federal reporting. Under the federal initiative entitled EDEN/EdFacts, paper reporting will eventually be discontinued once Maryland can provide accurate, reliable, data files to EDEN. EDEN (Education Data Exchange Network) is a federal project that began with test piloting some of our federal reporting with data files beginning in 2003. A central repository at the federal level of all education data is being created for use by multiple federal agencies such as the Office of Civil Rights, Budget and Management, etc. EdFacts is the reporting component of the project that allows states to obtain reports from the system. The first column of Table 1 reflects the EDEN file specifications number. Currently, there is only one individual at MSDE that has access to EDEN/EdFacts. Each state in the nation has one individual for submission of EDEN files.

The creation of the EDEN files is mandatory for the 2006-2007 school year. The contractor must create an EDEN file summary in ASCII flat file format as defined by the specifications for each program located in Appendix E, Federal Program Summary Needs Assessments. The Oracle database instance for these federal program summaries for EDEN reporting must be included in EDWF as documented in Appendix F.

Appendix E includes a needs assessment summary that describes each program in Table 1 above in detail. The current method and process for collecting the data and reporting requirements are also discussed in each needs assessment summary.

### **Statewide Assigned Unique Student/Teacher Identifier**

The Web Data Collection System (WDCS) must include a 10 digit unique student/teacher id with the last digit being a check digit. All file layouts defined in the WDCS must include the teacher and student identifier field. This 10 digit field must be linked within the WDCS database and be displayed on the interfaces and detailed reports by student or teacher. As part of the data validation or edit process of data submitted by the LEAs these 10 digit fields must be edited against the existing Unique ID system to validate the student/teacher identifier included in the local data submitted to MSDE. Unique ID errors must be included on the edit reports sent to the local school systems for each module contained in this procurement. The Unique ID system is not part of this procurement. The WDCS does not assign unique student/teacher IDs. An invalid unique student/teacher id error message must be included as part of the edit messages for the LEAs for all student and teacher data collected by MSDE.

## **REPORTS**

The primary reporting tool outlined in the modules below will be Cognos ReportNet. ReportNet is a business intelligence software tool used for enterprise reporting. Cognos uses several file export formats: Excel, PDF, XML, HTML, and CSV. The extracted files must be scheduled, but also must be available on demand. It is the Contractor's responsibility to evaluate the existing Report Net framework to implement WDCS and provide MSDE with the hardware specifications required. A comprehensive list of reports, publications and extracts can be found in the Appendix C for all modules with the exception of Federal Programs. The Federal Program module reports are included in Appendix E in the specific description of each program.

The following modules will provide a listing of required publications, tables, and extracted files for the web data collection system.

### **School Data Set (SDS) - Module 1**

There are three reports required for Schools. They are the Alpha Listing, Numeric Listing and the Valid School Number List. There are eight extract files. The extract files are ASC-II flat files exported from the web data application.

### **Attendance – Module 2**

Attendance utilizes several publications and reports to compile data. In March and July a validation report is generated. In July, a Summary of Attendance publication is needed. This publication is comprised of 14 tables. The Percent of Attendance Report to MSDE is prepared with the March data collection. In July, MSDE prepares the 12 attendance reports for distribution to each LEA. MSDE creates extracts from the data for submission to the federal government. These extracts consist of seven data files. MSDE also generates two extracts in March and July. Examples of the publications, reports and extracts can be found in the Appendices of this document.

### **SPC – Module 3**

MSDE and the Contractor must collaborate on this new feature for WDCS on the manner in which such voluminous data should be communicated to the LEAs. At least six printed reports must be developed that include aggregate six year summaries by level beginning with the most critical level of SPC.

### **Staff – Module 4**

Staff compiles data throughout the year in the form of several publications and reports. Staff has twenty-six reports and four publications. The publication names are: Analysis of Professional Salaries; Characteristics of Professional Staff; Professional Staff by Race/Ethnicity and Gender; and Staff Employed at School and Central Office Levels. MSDE provides the federal government with sixteen extracts for the federal government.

### **Class Level Membership (Highly Qualified Teachers) – Module 5**

Class Level Membership requires the production of 12 different reports that are described in the Appendices of this document. Two extract files are required to be utilized for research purposes.

### **Federal Programs – Module 6**

The Title I and Title III federal programs consist of 23 EDEN flat ASCII files that must be created for federal reporting to USDoe. The Oracle table structure for creation of these data files must be included in EDWF. The EDWF structure is documented in Appendix F. The paper reporting requirements are documented for each program in their specific needs assessment summary included in Appendix E.

## **IT Non-Visual Access Standards**

The Contractor must ensure compliance in any applicable support to the State of Maryland IT Non-Visual Access Standards. The standards should be incorporated to the fullest extent possible for Information Technology. These standards/policies may be revised from time to time and the Contractor must comply with all such revisions. The non visual access standards are promulgated by the State Finance and Procurement Article, Section 3-410. The Non Visual Access Clause is promulgated by Section 3-412 of the State Finance and Procurement articles and its implementing regulations are found at COMAR 21.05.08.05 and 17.06.02.

### **2.2.1 PROJECT APPROACH**

The web data collection system's framework is centered around six modules. These modules consist of:

- Schools Data Set - (Module 1)
- Attendance - (Module 2)
- Statistical Process Control (SPC) - (Module 3)
- Staff - (Module 4)
- Class Level Membership - (Module 5)
- Federal Programs - (Module 6)

The Contractor must adhere to the following requirements for a successful project:

1. An incremental rollout of the WDCS six modules beginning with the schools dataset and all associated software and hardware installation framework at MSDE;
2. SPC applies to all datasets with the exception of the SDS;
3. The rollout sequence of the five additional modules; Attendance, Staff, Class Level Membership, SPC, and Federal Programs can be rolled out based on the timing of their respective due dates from the locals school systems or negotiated with MSDE while developing the project plan;
4. Validation and aggregation rules must be maintained by year since they can change annually; and
5. Executing re-aggregations and validations for prior years is a requirement.
6. The creation of SPC thresholds and its historical cohorts will be treated as a module. However, once accepted, SPC will be used as a Phase II data validation for the other modules. (Phase I validation will include valid character/field population.)

### **Measures of Success**

The success of the WDCS is contingent on the following strategies:

1. Through the use of automation, the system will assure the quality of data and allow constituents access to appropriate data;
2. The system will contain logic in the form of edits, validation rules and Statistical Process Control (SPC) to assure the highest data quality;
3. The system must keep users informed of data quality status via the use of email notifications and automated progress monitoring;
4. LEA users must be responsible for the accuracy and completeness of their respective data;
5. LEA users are able to perform as many tasks as possible without MSDE intervention;

6. The system will perform at speeds similar or faster to the legacy system in functional areas compliant between the legacy and replacement systems regarding data edits and validations;
7. The system will permit MSDE System Administrators to update data continuously. This function will also include data that has been previously locked;
8. All aggregated data will be validated by MSDE in collaboration with the contractor with 100% of the summaries reconciling to aggregates within the legacy application or the EDW;
9. All reports and publications will be validated by MSDE in collaboration with the contractor so that 100% of all data points are included and all summaries reconcile;
10. Statistical Process Control (SPC) data points and aggregates will be validated by MSDE in collaboration with the contractor to ensure 100% accuracy in all calculations;
11. The test pilot local school system results must validate 100% with the results from the legacy system in a collaborative effort with MSDE and the contractor. These results include all aspects of the web data collection system; and
12. All converted data will be validated by MSDE in collaboration with the contractor to ensure 100% accuracy.
13. Users will be able to access the system, submit files, correct their file via a web portal and retrieve automated reports.
14. Outputs will contain valid and appropriate data
15. Output reports to Federal entities will not contain any formatting errors.

### **2.2.2 DELIVERABLES**

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with Microsoft Office 2000, Microsoft Project 2000 and/or Visio 2000.

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

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

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

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

Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.6 Invoicing).

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

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

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

## **2.2.2 DELIVERABLES**

### **2.2.2.1 PLANNING PHASE**

#### **2.2.2.1.1 Project Plan Deliverable**

The contractor must prepare a **project plan deliverable** that documents the project scope, tasks, schedule, allocated resources and interrelationships with other projects. The project plan must include the incremental approach documented in section 2.2.1 Project Approach that allows MSDE to receive deliverables by module and utilize those modules in production prior to the entire project being completed.

The project plan must address how all project activities will be managed, including:

- System design, development and implementation of the Maryland COTS version
- Risk Management Plan
- Communications strategy and planning
- Change Management
- Financial and Budget milestones
- Establishment of the project office and governance process
- Security milestones
- Configuration management

Resources must be identified and planned, including internal and contractual staff, hardware and software, and facilities.

The contractor shall submit a draft project plan to the MSDE project manager for review. Revisions to the Project Management plan occur at the end of each SDLC phase and as information becomes available.

### **2.2.2.1.2 Final Project Plan Deliverable**

The contractor shall submit the **final project plan deliverable** to the MSDE project manager for approval.

### **2.2.2.1.3 – Cost Benefit Analysis**

The contractor shall prepare a CBA to comply with Maryland’s Department of Budget Management.

### **2.2.2.2 REQUIREMENTS ANALYSIS PHASE**

The system shall be defined in more detail with regard to system inputs, processes, outputs, and interfaces (both internal and external). The system shall be described in terms of the functions to be performed. The requirements analysis phase must include the modifications required to the COTS solution provided by the vendor after a complete analysis of Maryland’s requirements.

During the Requirements Phase, the project team will:

1. Further define and refine functional and data requirements,
2. Complete business process engineering of the functions to be supported,
3. Develop detailed data and process models,
4. Define functional and system requirements that are not easily expressed in data and process models. Functional and system requirements also include the requirements of the business process, the user requirements, and operational requirements once the system is completed.
5. Refine the high level architecture and logical design to support the system and functional requirements, and
6. Continue to identify and mitigate risk that the technology can be phased-in and coordinated with the business.
7. Meet with MSDE personnel to review existing documents and systems to discover the functional, technical, and data requirements;
8. Identify and document all NCLB functional and user requirements for the DAA. The requirements must include security needs;
9. 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 DAA Design;
10. Meet with MSDE technical staff to identify existing documentation and system configurations and any necessary interfaces;
11. Review and analyze information provided to identify and validate functional and technical requirements of the DAA;
12. Define and document all validated requirements; and
13. Identify data sources and uses.

### **2.2.2.2.1 Functional Requirements Document Deliverable**

The contractor shall deliver a **Functional Requirements Document Deliverable** that captures user requirements and system requirements. This document serves as the foundation for the system design and development of Maryland's requirements to the Statewide Assignment of a Unique Id solution. Data Flow Diagrams must be included in the Requirements Document to:

1. Graphically document the boundaries of the system
2. Provide hierarchical breakdown of the system
3. Show movement of information between a system and its environment
4. Document information flows within the system
5. Aid communication between users and developers

This is a complete, user oriented functional and data requirements for the system which must be defined analyzed, and documented to ensure that user and system requirements have been collected and documented to ensure that:

1. Business process descriptions are documented.
2. All requirements can be traced to the users' statement of needs document.
3. A logical model is constructed that describes the fundamental processes and data needed to support the desired business functionality. This logical model will show how processes interact and how processes create and use data. These processes will be derived from the activity description provided by the user.
4. Functions and entity types contained in the logical model are extended and refined. End-users and business area experts will evaluate all identified processes and data structures to ensure accuracy, logical consistency, and completeness.
5. An analysis of business activities and data structures is performed to produce entity-relationship diagrams, process hierarchy diagrams, process dependency diagrams and associated documentation.
6. An interaction analysis is performed to define the interaction between the business activities and business data. This analysis produces process logic and action diagrams, definitions of the business algorithms, entity life cycle diagrams, and entity state change matrices.

A detailed analysis of the current technical architecture, application software, and data is conducted to ensure that limitations or unique requirements have not been overlooked.

### **2.2.2.3 DESIGN PHASE**

The contractor must develop the following models and plans as described that reflect the Maryland version of the COTS solution along with all other deliverables noted in this section:

1. Develop User Interface Models - predicated on the system requirements, the Contractor must develop a user interface model that includes all proposed user interfaces. They must include all LEA and MSDE users. The user interfaces must be linked in a manner that allows MSDE to navigate through the proposed user interface screens. The user interfaces need not be functional at this stage, but act as a representation of proposed prototype.

2. Develop IT Architecture Diagram and Specifications - Contractor must develop an IT Architecture Diagram that includes all hardware and software components needed to support the proposed test and production configurations. The Contractor must evaluate the existing MSDE hardware, software, and storage capability prior to providing their recommendations and utilize existing architecture if feasible. The Contractor must specify the minimum and recommended system requirements for all hardware and software devices. MSDE has purchased some hardware for this project, but will evaluate Contractor's recommendations if the hardware does not meet the specifications.

3. Develop System Testing Plan – the development of a system acceptance test plan is required. That process will include the development of testing scripts, identification and scheduling of testers, documentation of test results, and documentation of error fixes. A test pilot of 5 LEA users must be included in the test plan.

4. Develop System Implementation Plan – a system implementation including hardware and software setup and configuration; data conversion/population; security, privacy, and account management; and operating procedures is needed.

5. Develop System Training Plan - the Contractor must work with MSDE team members to develop a plan for training all system users. Requirements to develop a training environment are:

1. There will be a total of thirty-three MSDE employees requiring training and 100 Local School System personnel.
2. Each dataset requires a specific training meeting.
3. Each dataset requires four hours of training.
4. Training will occur at the MSDE headquarters located at 200 W. Baltimore Street, Baltimore, MD 21201.

6. Develop System Documentation Plan - the Contractor must develop outlines and distribution plans for the following system documents: Operations and Maintenance manual; System Administration manual; and User Manual

#### **2.2.2.3.1 Security Risk Assessment Deliverable**

The Design Phase addresses, in detail, how the system will meet the defined functional, physical, interface, and data requirements. The contractor must perform a **Security Risk Assessment Deliverable** that analyzes threats to and vulnerabilities of a system to determine the risks (potential for losses) to identify appropriate and cost-effective measures to mitigate any security risks.

#### **2.2.2.3.2 Development Environment Deliverable (Test Region)**

The contractor is required to setup or modify an existing environment at MSDE. An accurate, efficient development environment is the responsibility of the contractor and considered the **development environment deliverable**. Any hardware or software required for this project will be procured under a separate state contract and is not part of this task order.

The development environment includes but is not limited to the following Hardware and Software:

- Web/Application Server with two dual-core processors
- Database Server with two dual-core processors
- Oracle 10g Application Server Standard Edition
- Oracle 10g Database Standard Edition
- Windows 2003 Server Standard Edition
- JDeveloper 10g (J2EE)
- TOAD
- Visual Source Safe 2005

Implement Test Environment - the Contractor must implement a test environment at MSDE (with hardware and software provided by MSDE) for the purpose of unit and acceptance testing of System Releases. The development environment must have only the capacities required for testing, but should utilize configurations similar to the target production environment to validate configuration designs. The Contractor must be responsible for maintaining this entire environment during the project. The Contractor must configure, populate, and maintain the databases for the tests;

#### **2.2.2.3.3 System's Design Document Deliverable**

The contractor shall deliver the **System's Design document deliverable** that describes the system requirements, operating environment, system and subsystem architecture, files and database design, input formats, output layouts, performance goals for processing speed, volume/capacity, and accuracy/integrity, human-machine interface, detailed design processing logic and external interfaces. The System Design document must include a requirements matrix showing where and how requirements are satisfied. The contractor shall Design and document the application including data storage and access for the database layer, user interface at the desktop layer; application logic needs, and interfaces from application to application and application to database.

#### **2.2.2.3.4 Implementation Plan Deliverable**

The contractor shall begin work on the **Implementation Plan deliverable** to describe how the information system will be deployed and installed into an operational system. The plan must include an overview of the system, a brief description of the major tasks involved in the implementation, the overall resources needed to support the implementation effort (such as hardware, software, facilities, materials, and personnel), and any site-specific implementation requirements.

#### **2.2.2.3.5 Maintenance Manual Deliverable**

The contractor shall begin work on the **Maintenance Manual deliverable** and submit a draft approach to the MSDE Project Manager. The Maintenance Manual is begun in this phase and provides maintenance personnel with the information necessary to maintain the system effectively. The manual provides the definition of the software support environment, the roles and responsibilities of maintenance personnel, and the regular activities essential to the support and maintenance of program modules, job streams, and database structures. In addition to the items identified for inclusion in the maintenance Manual, additional information may be provided to facilitate the maintenance and modification of the system. Appendices to document various maintenance procedures, standards, or other essential information may be added to this document as needed.

#### **2.2.2.3.6 Training Manual Deliverable**

The contractor shall begin work on the **Training Manual deliverable** and submit a draft approach to the MSDE Project Manager. The Training Plan is begun in this phase and outlines the objectives, needs, strategy, and curriculum to be addressed when training users on the new information system. The plan presents the activities needed to support the development of training materials, coordination of training schedules, reservation of personnel and facilities, planning for training needs, and other training-related tasks. Training activities are developed to teach user personnel the use of the system as specified in the training criteria. Includes the target audience and topics on which training must be conducted on the list of training needs. It includes, in the training strategy, how the topics will be addressed and the format of the training program, the list of topics to be covered, materials, time, space requirements, and proposed schedules.

#### **2.2.2.3.7 Systems Administration Manual Deliverable**

The contractor shall begin work on the **Systems Administration Manual deliverable** and submit a draft approach to the MSDE Project Manager. The Systems Administration manual is begun in this phase and completed in the Development Phase. The Systems Administration Manual provides computer control personnel and computer operators with a detailed operational description of the information system and its associated environments, such as machine room operations and procedures in distributed (client/server) applications.

#### **2.2.2.3.8 User Manual Deliverable**

The contractor shall begin work on the **User Manual deliverable** and submit a draft approach to the MSDE Project Manager. The User Manual is begun in this phase and contains all essential information for the user to make full use of the information system. This manual includes a description of the system functions and capabilities, contingencies and alternate modes of operation, and step-by-step procedures for system access and use.

#### **2.2.2.3.9 Production Environment Deliverable**

The contractor is required to setup a **production environment deliverable** at MSDE that is listed below. Any hardware or software required for this project will be procured under a separate state contract and is not part of this task order.

The production environment includes but is not limited to the following Hardware and Software:

- Web/Application Server with two dual-core processors
- Database Server with two dual-core processors
- Oracle 10g Application Server Standard Edition
- Oracle 10g Database Standard Edition
- Windows 2003 Server Standard Edition
- JDeveloper 10g (J2EE)
- TOAD
- Visual Source Safe 2005

Implement Production Environment - the Contractor must implement the Production Environment. MSDE staff in the Office of Information Technology (OIT) will provide the Contractor with specific hardware and software configuration documentation as well as knowledge transfer during implementation.

#### **2.2.2.3.10 Security and User Access Document Deliverable**

The contractor must deliver a **User Access Activity Diagram Document Deliverable** that adheres to the State of Maryland IT Security Policy.

The Contractor must adhere to the normal data security procedures as defined the State of Maryland. The Contractor must also adhere to the State of Maryland IT Security Policy and Standards as defined on the DBM Web site as follows: <http://www.dbm.state.md.us>.

User accessibility for MSDE and LEAs on behalf of the web data collection system will be as follows:

1. Users are categorized by either LEA or MSDE. They cannot be identified under multiple LEAs and MSDE.
2. An Administrator account will be established that has access to the entire web data system.
3. MSDE users have access to all LEA data. However, can only view one LEA at a time.
4. MSDE users will have the ability to configure LEA users by Datasets.
5. MSDE users will manage LEA users on all Datasets which includes adding, deleting, and editing accounts.
6. MSDE and LEA users will be required to enter a username and passcode prior to accessing the system.
7. LEA users will not be able to access data from another LEA user.
8. LEA users will have access to multiple Datasets when handling data.
9. MSDE and LEA users will have the ability to read publications, run reports, view raw data, and have the ability to upload, extract and change their respective data.

MSDE currently has a Login Management Application (LMA) that will be utilized as the web portal for all local school systems to access the Unique ID System (not part of this procurement) and the WDCS. The LMA will accomplish this by providing an Internet application that provides multi-level application user administration capability, a single sign-on role based authentication service and an application registration form. The multi-level administration is accomplished by creating Role based groups that may be nested to any level. The authentication service authenticates a user by verifying the user name, password and application access. Finally, the registration form removes the burden of adding users to applications. Once registered, an administrator can then assign users access to an application. Registration does not grant access to an application. User registration provides a list of users to the administrator for use in granting access to an application. The LMA will also provide the means necessary to gather information required by an application to send email to the appropriate recipients and to let each user choose if they want to receive email notifications for specific events.

#### **2.2.2.4 DEVELOPMENT PHASE**

The contractor shall convert the deliverables of the Design Phase into a complete information system, addressing the computer programs that make up the system, and puts into place the hardware, software, and communications environment for the system. The activities include requirements

analysis, design, coding, integration, testing, and installation and acceptance related to software products.

#### **2.2.2.4.1 Software Development Document Deliverable**

The contractor shall create a **Software Development Document deliverable** pertaining to the development of each unit or module, including the test cases, software, test results, approvals, and any other items that will help explain the functionality of the software. The Software Development Document must be approved by the MSDE Project Manager. A beta version of each module will accompany the software development document.

#### **2.2.2.4.2 Integration Document Deliverable**

The contractor shall create an **Integration Document deliverable** that explains how the software components, hardware components, or both are combined and the interaction between them. The Integration Document must be approved by the MSDE Project Manager.

#### **2.2.2.4.3 Test Analysis Report Deliverable**

The contractor shall provide formal documentation of the software testing as defined in the **Test Analysis Report deliverable**. The test analysis report deliverable must include the following:

The Test Analysis Report must include the following:

1. Develop and document each software unit and database as well as test procedures and data for testing each software unit and database.
2. Test each software unit and database ensuring that it satisfies its requirements.
3. Document the results.

Evaluate software code and test results considering the criteria listed below:

1. Trace ability to the requirements and design of the software item.
2. External consistency with the requirements and design of the software item.
3. Internal consistency between unit requirements.
4. Test coverage of units.
5. Appropriateness of coding methods and standards used.
6. Feasibility of software integration and testing
7. Feasibility of operation and maintenance.

The Test Analysis Report must be approved by the MSDE Project Manager.

#### **2.2.2.4.4 Conversion Plan Deliverable**

The contractor shall create the **Conversion Plan deliverable** that describes the strategies involved in converting data from an existing system to another hardware or software environment. The Conversion Plan will include a listing of all stakeholders and their respective roles and responsibilities during the conversion. The plan will also account for MSDE's reporting requirements during the conversion period. The Conversion Plan must be approved by the MSDE Project Manager.

#### **2.2.2.4.5 Implementation Plan Deliverable**

The contractor shall complete the **Implementation Plan deliverable** described in the previous section “Design Phase.” This plan will include a training timetable and identify milestones.

#### **2.2.2.4.6 Maintenance Manual Deliverable**

The contractor shall complete the **maintenance manual deliverable** described in the previous section “Design Phase” and submit the document to the MSDE Project Manager for approval.

#### **2.2.2.4.7 System Administration Manual Deliverable**

The contractor shall complete the **system administration manual deliverable** described in the previous section “Design Phase” and submit the document to the MSDE Project Manager for approval.

#### **2.2.2.4.8 User Manual Deliverable**

The contractor shall complete the **user manual deliverable** described in the previous section “Design Phase” and submit the document to the MSDE Project Manager for approval.

#### **2.2.2.4.9 Training Plan Deliverable**

The contractor shall complete the training manual and submit a document describing the **training plan deliverable** to the MSDE Project Manager for approval. The contractor must prepare training materials and train the trainers for 30 users.

#### **2.2.2.4.10 Enterprise-Wide Data Architecture**

The contractor shall complete an **enterprise-wide data architecture** that includes a data model, data dictionary, business rules, and quality assurance procedures.

### **2.2.2.5 INTEGRATION AND TESTING PHASE**

The contractor shall prove that the developed system satisfies the requirements defined in the Functional Requirements Document. Several types of tests will be conducted. Subsystem integration tests shall be executed and evaluated by the development team to prove that the program components integrate properly into the subsystems and that the subsystems integrate properly into the application. The testing team conducts and evaluates system tests to ensure the developed system meets all technical requirements, including performance requirements. The testing team and the Security Program Manager conduct security tests to validate that the access and data security requirements are met. Users participate in acceptance testing to confirm that the developed system meets all user requirements. MSDE has identified approximately 100 users (3 from each of the 24 LEAs), and 28 MSDE staff.

#### **2.2.2.5.1 Test Analysis Report**

The contractor shall document the **test analysis report** as a final result of the test reviews and testing level above the integration test and briefly summarizes the perceived readiness for migration of the software. The MSDE Project Manager will approve the results of the test analysis report as a notice to proceed. The contractor shall document problems encountered during testing and attach them to the test analysis report.

The contractor shall execute the training plan before the user acceptance testing. The contractor must prepare training materials and train the trainers for 100 users.

The contractor shall complete the security and **certification accreditation** using the State Certification & Accreditation Guide for templates.

The contractor must set up the **production environment** consistent with the development environment specifications, identifying and setting up production users and user roles.

#### **2.2.2.5.2 Final Approval and signoff of system**

The MSDE Project Manager must accept the system prior to the Implementation Phase.

#### **2.2.2.6 IMPLEMENTATION PHASE**

The Delivered system is installed and made operational in the production environment. This phase continues until the system is operating in production in accordance with the defined user requirements. All source code, database schemas, and scripts must be delivered at this time.

##### **2.2.2.6.1 Implementation Notice Deliverable**

An **Implementation notice deliverable** should be sent to all users and organizations affected by the implementation.

The contractor shall execute the data conversion plan and verification of the converted data.

#### **2.2.2.7 OPERATIONS AND MAINTENANCE PHASE**

Provide user support, training of new users, fix problems, possibly add features and make improvements to the system. As problems are detected and new needs arise, requiring modification to existing code, new code to be developed, and/or hardware configuration changes.

The Maryland Department of Education reserves the unilateral option to renew the Contract for Two 1 year options, subject to State appropriations (end December 31, 2010).

#### **2.2.3 DELIVERABLE/ DELIVERY SCHEDULE**

Deliverables for 2.2.3 references the Section of the TORFP, the description of the deliverable and Expected Completion by identifying the number of calendars days estimated for the TO Contractor to complete the deliverable after receiving the Notice to Proceed (NTP).

<b>ID</b>	<b>DELIVERABLES FOR 2.2.3</b>	<b>EXPECTED COMPLETION</b>
	<i>Planning Phase</i>	NTP + 60 Calendar Days
2.2.2.1.1	Draft Project Plan	
2.2.2.1.2	Final Project Plan	
	<i>Requirements Analysis Phase</i>	NTP + 120 Calendar Days
2.2.2.2.1	Functional Requirements Document	
	<i>Design Phase</i>	NTP + 150 Calendar Days
2.2.2.3.1	Security Risk Assessment	
2.2.2.3.2	Setup Development (Test) Environment	
2.2.2.3.3	System Design Document	
2.2.2.3.4	Draft Implementation Plan	
2.2.2.3.5	Draft Maintenance Manual	
2.2.2.3.6	Draft Training Manual	
2.2.2.3.7	Draft System's Administration Manual	
2.2.2.3.8	Draft User Manual	
2.2.2.3.9	Setup Production Environment	
2.2.2.3.10	Security and User Access Document Deliverable	
	<i>Development Phase</i>	NTP + 120 Calendar Days
2.2.2.4.1	Software Development Document	
2.2.2.4.2	Integration Document	
2.2.2.4.3	Initial Test Analysis Report	
2.2.2.4.4	Conversion Plan	
2.2.2.4.5	Implementation Plan	
2.2.2.4.6	Completed Maintenance Manual	
2.2.2.4.7	Completed System Administration Manual	
2.2.2.4.8	Completed User Manual	
2.2.2.4.9	Completed Training Plan	
2.2.2.4.10	Enterprise-Wide data architecture	
	<i>Integration and Testing Phase</i>	NTP + 60 Calendar Days
2.2.2.5.1	Final Test Analysis Report	
2.2.2.5.2	Final approval and signoff of system	
	<i>Implementation Phase</i>	NTP + 37 Calendar Days
2.2.2.6.1	Implementation of the delivered system	
2.2.2.7	<i>Operations and Maintenance Phase</i>	NTP + 2 optional years

## **2.2.4 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES**

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. These may include, but are not limited to:

A) The State's System Development Life Cycle (SDLC) methodology at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: SDLC.

B) The State Information Technology Security Policy and Standards at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: Security Policy.

C) The State Information Technology Project Oversight at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: IT Project Oversight.

D) The State of Maryland Enterprise Architecture at [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: MTAf Guiding Principles.

E) The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute's Project Management Body of Knowledge Guide. TO Contractor's staff and subcontractors are to follow a consistent methodology for all TO activities.

## **2.3 CONTRACTOR EXPERTISE REQUIRED**

The TO Contractor must demonstrate a high level of expertise in designing and developing web-based education solutions for the collection of data from local education agencies for state use over a secure internet connection. The TO Contractor must provide a COTS solution that can be modified for Maryland's unique needs to be housed at MSDE with all original source code provided. Preference will be given to vendors with a COTS solution. The TO Contractor must provide references, contacts, titles and telephone numbers of other work performed of a similar scope for other education departments.

### **Project Management**

The Contractor must provide the services of a Project Manager whose responsibilities include, but are not limited to:

1. The development, presentation, and maintenance of baseline Project Management Plan(s) (PMP);
2. The use of Microsoft Project 2000 (or a more recent version) to track project tasks, sub-tasks, and the project milestones on a bi-weekly basis. The tasks must include the task name, the duration of the task, the resources assigned to the task, the project start and end dates, and the percentage of completion of the task and Task Dependencies;
3. The submission of weekly status reports to the MSDE Program Manager. The Contractor must also participate in project status meetings held weekly as determined by MSDE, at the Maryland State Department of Education Building (MSDE) site (200 W. Baltimore Street, Baltimore) or via teleconference;
4. The PMP is a living document and the Contractor must update it as necessary or requested by the State to remain current;
5. Develop within the Project Plan and schedule work breakdown structures that comprise 40 hours or less;
6. Review project documentation developed by others;
7. Meet with State personnel and Contractor personnel to review and approve project documentation;
8. Communicates with all levels of management; and

9. Ensures project tasks are completed correctly, efficiently, on schedule and within cost.

### **2.3.1 CONTRACTOR QUALIFICATIONS**

The TO Contractor and their proposed staff shall document a high level of professional expertise in the items below. The Contractor shall provide MSDE direct access to systems representing these skills during the vendor selection process if so requested (i.e. must be able to demonstrate).

The TO Contractor must provide three current references including the name of the organization, point of contact, title and telephone number. The state shall have the right to contact any other references of its choosing as part of the evaluation and selection process.

The TO Contractor must document successful work performed for at least two client references for the following:

- Designing and developing web-based portal solutions
- Designing and developing Customer Relationship Management solutions
- Implementing Project Lifecycle development best practices which incorporate SDLC processing, Issue Management tracking, Quality Assurance testing. Documentation supporting this requirement may include:

- Internal SDLC documentation (i.e. policies and procedures)
- Developer programming guide
- Web development style guide
- Quality Assurance policies and procedures
- Issue/Change Management collaboration tools (i.e. Sharepoint, Docushare, others)
- Production (O&M) Support

The TO Contractor must submit individual resumes for the personnel to be assigned to the project and indicate the role or assignment that each individual is to have in the project. All positions and qualifications should be in conformance with the CATS Master Contract.

### **2.3.2 MINIMUM QUALIFICATIONS**

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

- +8 years experience in designing, developing and implementing web portals
- +8 years architecture background including application performance tuning and portal security best practices
- +5 years experience in designing, developing, and implementing COTS solutions.

### **2.3.3 ADDITIONAL PREFERRED CONTRACTOR EXPERTISE**

In addition to the required expertise, the following expertise is preferred. Where the TO Contractor does have expertise, as with above, it must be documented, viewable, and have a client reference.

- Experience developing solutions for educational organizations
- Development of systems software supporting one or more of the following types of functionality:

- Data Validation
- Error correction by end users
- Statistical Process Control

- Experience with automated testing tools (provide details as to which tool & types of testing supported)

The Contractor must demonstrate “Corporate Capability” by clearly documenting the existence of adequate facilities or procedures for obtaining those facilities and competent personnel to successfully complete this TORFP.

All work performed for this project must be performed on the Continental US. No work can be performed or outsourced to resources located outside of the Continental US.

### **2.3.4 CONTRACTOR STAFF REPLACEMENT**

In the event that MSDE is not satisfied with the performance of a staff member from the Contractor, the MSDE Project Manager will notify the Contractor in writing describing the problem and delineating remediation requirements. The Contractor will have 3 business days to respond with a written remediation plan. The plan will be implemented immediately upon acceptance by MSDE Project Manager and MSDE Business sponsor. Should performance issues persist, the MSDE Project Manager may give written notice or request immediate removal of the individual whose performance is at issue. In this situation, assessments to the schedule will be addressed at no additional project costs to MSDE.

The Contractor may not substitute personnel, other than by reason of death or sudden incapacitating illness projected to last more than 5 days, termination of employment, without the prior approval of the MSDE Project Manager. To replace any personnel, the Contractor shall submit resumes to the MSDE Project Manager of the proposed personnel specifying their intended approved labor category. All proposed substitute personnel shall have qualifications at least equal to those of the replaced personnel and must be approved by the MSDE Project Manager. The MSDE Project Manager shall have the option to interview the proposed substitute personnel. After interviewing, the MSDE Project Manager shall notify the Contractor of acceptance or denial of the requested substitution.

### **2.3.5 CONTRACTOR PROJECT TEAM STAFF**

MSDE will supply a Project Manager, and the TO Contractor must provide a qualified Project Manager who is responsible for ensuring that all project deliverables and milestones are met. These responsibilities include:

- Attending weekly project team meetings at the Maryland State Department of Education Building (MSDE) site (200 W. Baltimore Street, Baltimore).
- Assisting with the development, presentation, and maintenance of baseline Project Management Plan(s) (PMP). MSDE will not accept a PMP that does not provide adequate timeline for proper evaluation of deliverables by MSDE staff.
- Develop the Project Plan and schedule work breakdown structures that comprise 80 hours or less.
- Review project documentation developed by others.
- Meet with State personnel and Contractor personnel to review and approve project documentation.
- Communicate with all levels of management.
- Ensure project tasks are completed correctly, efficiently, on schedule and within cost.
- Review and approve invoices prior to submission to MSDE for payment
- Ensure Vendor invoices are submitted to MSDE which are accurate and on schedule (based on the invoicing requirements defined in section 2.6).

The TO Contractor shall provide a staffing model/organization chart representing the TO Contractor Project Team throughout the project including O&M. This staffing model should represent the anticipated number of resources and roles that will make up the team. For positions and roles that will have direct interaction with MSDE, names and resumes should be provided.

### 2.3.6 OPERATIONS AND MAINTENANCE (O&M) STAFF

The following job classifications (per CATS) are identified in support of O&M for the Production Support activities once the first Release of this project is implemented into Production.

Labor Category	Category (per CATS)	Description of Support
2	<b>Project Manager</b>	<p><b>Duties:</b> The Project Manager is assigned the management of a specific project and the work performed under assigned Task Orders. Performs day-to-day management of the project, identifies issues and risks and recommends possible issue and risk mitigation strategies associated with the project. Acts as a facilitator between a State agency and IT contractor. Is responsible for ensuring that work performed under TOs is within scope, consistent with requirements, and delivered on time and on budget. Identifies critical paths, tasks, dates, testing, and acceptance criteria. Provides solutions to improve efficiency (e.g., reduce costs while maintaining or improving performance levels). Monitors issues and provides resolutions for up-to-date status reports. Demonstrates excellent writing and oral communications skills.</p> <p><b>Education:</b> Bachelor's Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related discipline. Master's degree or project management certification is preferred.</p> <p><b>General Experience:</b> At least ten (10) years of experience in project management.</p> <p><b>Specialized Experience:</b> 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.</p>
59	<b>Internet/Intranet Site Developer Senior</b>	<p><b>Duties:</b> 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.</p> <p><b>Education:</b> 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.</p> <p><b>General Experience:</b> Must have five (5) years of web development experience using current Web development and graphic tools, as well as, Web Server and database administration.</p>

		<p><b>Specialized Experience:</b> 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.</p>
60	<p><b>Internet/Intranet Site Developer Junior</b></p>	<p><b>Duties:</b> 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.</p> <p><b>Education:</b> 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.</p> <p><b>General Experience:</b> Must have one (1) year of web development experience using current Web development and graphic tools, as well as, Web server and database administration.</p> <p><b>Specialized Experience:</b> 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.</p>

### 2.3.7 Contractor Staff Management and Allocation

MSDE is committed to partnering with our Contractor for the successful and timely implementation of this project and subsequent O&M sustainment. Throughout this project, schedule delays may occur based on the information being processed at any given time (i.e. a delay may occur as more time is required to research a question that arises during design reviews). As a team, the Contractor and MSDE will work together to address and agree to all changes and shifting of resources and priorities in order to mitigate risks to schedule and budget.

However, the Contractor shall credit MSDE \$3,000 for every 5 business days of slippage if schedule delays exceeding more than one week result due to one or more of the situations defined below:

- a) Lack of timely Contractor staff replacement when required by MSDE as defined in section 2.3.4
- b) Issues with quality of deliverables (both documentation and application)
- c) Lack of Contractor staff to meet both project and O&M activities (i.e. lack of recourses) resulting in project schedule slippage or delays in O&M activity resolution

### 2.4 CONTRACTOR MINIMUM QUALIFICATIONS

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

The TO Contractor must provide the services of a dedicated team that must adhere to the following standards.

1. 5 years experience in designing, developing and implementing a k-12 educational web-based solution for the collection of local school system data for state use or projects of similar scope.
2. 1 year experience using Oracle 10.x
3. 5 years experience with Oracle databases with projects of similar scope
4. 2 years experience with Oracle Application Server
5. 3 years experience with Windows 2000 and higher operating system
6. 3 years experience with Java 2 Enterprise Edition (J2EE)
7. 2 years experience with Cognos Report Net Business Intelligence Tool

The TO contractor must provide a Project Manager that meets the following criteria:

1. A Bachelor's degree from an accredited college or university with a major in Computer Science, Information Systems, or other related business or technical discipline.
2. PMP certification
3. Minimum 5 years experience in initiating, planning, organizing, directing, and controlling business application projects of similar scope.
4. Specialized Experience: Three (3) years of specific experience in managing projects according to the Project Management Institute (PMI) practices and procedures. This responsibility includes, but is not limited to, developing project plans, budgeting, estimating, and scheduling, developing risk management plans, and all other plans associated with project plan development and execution.

The TO contractor must provide at minimum one Business Analyst (although at least two are recommended) that meet the following criteria:

1. 2 years experience in defining education solutions that meet No Child Left Behind (NCLB) requirements

## **2.5 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.

## **2.6 INVOICING**

Payment will only be made upon completion and acceptance of the deliverables as defined in 2.2.3.

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 Tax Identification Number, as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 9, is not submitted.

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

### **2.6.1 INVOICE SUBMISSION PROCEDURE**

This procedure consists of the following requirements and steps:

- A. The invoice shall identify the Maryland Department of Education as the TO Requesting Agency,

deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.

- B. The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form – Attachment 9, for each deliverable being invoiced) submitted for payment to the Maryland Department of Education at the following address:  
Accounts Payable Section, 200 West Baltimore Street, Baltimore, Maryland 21201  
Division of Accountability and Assessment, Attn: Janice Johnson, 200 West Baltimore Street, Baltimore, Maryland 21201
- C. Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

## **2.7 REPORTING**

The TO Contractor and the Maryland Department of Education shall conduct weekly progress meetings. A monthly project progress report shall be submitted 3 days in advance prior to the discussion to the TO Manager and shall contain, at a minimum, the following information:

1. TO Requesting Agency name, TO Agreement number, functional area name and number, reporting period and “Progress Report” to be included in the e-mail subject line.
2. Work accomplished during the monthly period.
3. Deliverable progress, as a percentage of completion.
4. Problem areas, including scope creep or deviation from the work plan.
5. Planned activities for the next reporting period.
6. Gantt chart updated from the original to show actual progress; as applicable, explanations for variances and plan for completion on schedule.
7. Unresolved project issues, including action plan for resolution
8. Project risks, including action plan to minimize risks
9. An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date.

## **2.8 CHANGE ORDERS**

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

## **SECTION 3 - TASK ORDER 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 Attachment 12 - 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. A TO Proposal shall provide the following:

#### **3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE**

- A) Proposed Services – Work Plan
  - 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.
  - 3) Risk Assessment: An assessment of any risks inherent in the work requirements and actions to mitigate these risks.
  - 4) Proposed Solution: A description of the Master Contractor’s proposed solution to accomplish the specified work requirements.
  - 5) Proposed Tools: A description of all proposed tools that will be used to facilitate the work.
  - 6) Tasks and Deliverables: A description of and the schedule for each task and deliverable, illustrated by a Gantt chart. Start and completion dates for each task, milestone, and deliverable shall be indicated. The Gantt chart will form the baseline for task order monitoring, and will be updated bi-weekly as part of progress reporting (see Section 2.7.1).
  - 7) Work Breakdown Structure: A detailed work breakdown structure and staffing schedule, with labor hours by skill category that will be applied to meet each milestone and deliverable, and to accomplish all specified work requirements.
  - 8) Acceptance Criteria: A statement acknowledging the Master Contractor’s understanding of the acceptance criteria.
- B) Proposed Personnel
  - 1) Identify and provide resumes for all proposed personnel by labor category.
  - 2) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.
  - 3) Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary.
- D. MBE Participation

- 1) Submit completed MBE documents Attachment 2 - Forms D-1 and D-2.
- E. Subcontractors
- 1) Identify all proposed subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.
- F. Master Contractor and Subcontractor Experience and Capabilities
- 1) Provide three examples of projects that you have completed that were similar in scope to the one defined in this TORFP Scope of Work. Each of the three examples 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 Master Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services 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.
- G. Proposed Facility
- 1) Identify Master Contractor's facilities, including address, from which any work will be performed.
- H. State Assistance
- 1) Provide an estimate of expectation concerning participation by State personnel.
- I. 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) Attachment 1 - Completed Financial Proposal.

## **SECTION 4 - PROCEDURE FOR AWARDING A TASK ORDER 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, the TO Requesting Agency 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.

#### **Evaluation Criteria**

##### **Mandatory Requirements**

##### **Understanding of the problem**

Comprehension of nature and scope of work involved

##### **Work and technical plan**

Completeness and soundness of plan

Choice of methodology, techniques

Project management

Prior experience in delivery of similar services

##### **Offeror qualifications**

Related company experience

Offeror's ability to meet schedule in prior contracts of similar services

Quality of deliverables completed under prior contracts

##### **Assigned personnel**

Related experience

Professional competency

Education

### **4.3 SELECTION PROCEDURES**

A) 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.

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

K. The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit will account for not more than seventy percent of the assigned value and cost will account for not less than thirty percent.

### **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. See Attachment 7 - Notice to Proceed (sample).



**ATTACHMENT 1**  
**PRICE PROPOSAL FORM**  
**PRICE PROPOSAL FOR CATS TORFP # R00P7204070**

Identification	Deliverable	Proposed Price
2.2.2.1.1	Draft Project Plan	
2.2.2.1.2	Final Project Plan	
2.2.2.2.1	Functional Requirements Document	
2.2.2.3.1	Security Risk Assessment	
2.2.2.3.2	Setup Development (Test) Environment	
2.2.2.3.3	System Design Document	
2.2.2.3.4	Draft Implementation Plan	
2.2.2.3.5	Draft Maintenance Manual	
2.2.2.3.6	Draft Training Manual	
2.2.2.3.7	Draft System's Administration Manual	
2.2.2.3.8	Draft User Manual	
2.2.2.3.9	Setup Production Environment	
2.2.2.3.10	Security and User Access Document Deliverable	
2.2.2.4.1	Software Development Document	
2.2.2.4.2	Integration Document	
2.2.2.4.3	Initial Test Analysis Report	
2.2.2.4.4	Conversion Plan	
2.2.2.4.5	Implementation Plan	
2.2.2.4.6	Completed Maintenance Manual	
2.2.2.4.7	Completed System Administration Manual	
2.2.2.4.8	Completed User Manual	
2.2.2.4.9	Completed Training Plan	
2.2.2.4.10	Enterprise-Wide data architecture	
2.2.2.5.1	Final Test Analysis Report	
2.2.2.5.2	Final approval and signoff of system	
2.2.2.6.1	Implementation of the delivered system	
Total Proposed Fixed Price		

ID	OPTION YEAR	DESCRIPTION	PROPOSED PRICE
2.2.2.7	Option Year 1	Operations and Maintenance Phase	
2.2.2.7	Option Year 2	Operations and Maintenance Phase	
		TOTAL	

---

Authorized Individual Name

---

Company Name

---

Title

---

Company Tax ID #

**ATTACHMENT 1A - OPERATIONS AND MAINTENANCE PRICE PROPOSAL  
PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS TORFP # R00P7204070**

**LABOR CATEGORIES**

Labor Categories	A	B	C
	Hourly Labor Rate	Total Est. Hours	Total Proposed CATS TORFP Price
<b>YEAR 1</b>			
(Labor Cat 59) Internet/Intranet Site Developer Senior	\$	225	\$
(Labor Cat 60) Internet/Intranet Site Developer Junior	\$	150	\$
(Labor Cat 2) Project Manager	\$	50	\$
<b>YEAR 2</b>			
(Labor Cat 59) Internet/Intranet Site Developer Senior	\$	450	\$
(Labor Cat 60) Internet/Intranet Site Developer Junior	\$	300	\$
(Labor Cat 2) Project Manager	\$	100	\$
<b>YEAR 3</b>			
(Labor Cat 59) Internet/Intranet Site Developer Senior	\$	350	\$
(Labor Cat 60) Internet/Intranet Site Developer Junior	\$	200	\$
(Labor Cat 2) Project Manager	\$	75	\$
<b>Total Evaluated Price</b>			\$

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

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

\_\_\_\_\_  
Title

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

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. The "Total Est. Hours" are for estimation purposes. The actual hours expended per class will be determined on a time and materials basis during the O&M period.

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

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

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

#### **CATS TORFP # R00P7204070**

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

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

## ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

### FORM D – 1

#### CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

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

In conjunction with the offer submitted in response to TORFP No. R00P7204070, 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 0 percent for MBEs classified as African American-owned and 0 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 \_\_\_\_\_percent and request a waiver of the remainder of the goal. If I am selected as the apparent TO Agreement awardee, I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.

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

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

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

(a) Outreach Efforts Compliance Statement (Attachment D-3)

(b) Subcontractor Project Participation Statement (Attachment D-4)

(c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)

(d) Any other documentation required by the TO Procurement Officer to ascertain offeror's responsibility in connection with the certified MBE participation goal.

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

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

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

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

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

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Date

SUBMIT AS A .PDF FILE WITH TO 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 R00P7204070	
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: \_\_\_\_\_

SUBMIT AS A .PDF FILE WITH TO RESPONSE

# ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

## FORM D – 2

### MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE (CONTINUED)

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

SUBMIT AS A .PDF FILE WITH TO 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 # R00P7204070, I state the following:

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

(DESCRIBE EFFORTS)

This project does not involve bonding requirements.

5.  Offeror did/did not attend the pre-proposal conference

No pre-proposal conference was held.

_____	By:	_____
Offeror Name		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. R00P7204070, it and \_\_\_\_\_,  
(Subcontractor Name)

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

(Describe work to be performed by MBE):

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

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

By:

By:

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

\_\_\_\_\_  
Subcontractor Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

# ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

## FORM D – 5

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

Report #: _____  Reporting Period (Month/Year): _____  <b>Report is due by the 15<sup>th</sup> of the following month.</b>	CATS TORFP #R00P7204070 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
---	---

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

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

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

(TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)	Dorothy M. Bonner, Procurement Officer Maryland State Department of Education 200 West Baltimore Street Baltimore, MD 21201 dbonner@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): ___/_____  <b>Report Due By the 15<sup>th</sup> of the following Month.</b>	CATS TORFP #R00P7204070 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: \_\_\_\_\_

<p><b>List all payments received from Prime TO Contractor during reporting period indicated above.</b></p> <p>1. _____</p> <p>2. _____</p> <p><b>Total Dollars Paid:</b> \$ _____</p>	<p><b>List dates and amounts of any unpaid invoices over 30 days old.</b></p> <p>1. _____</p> <p>2. _____</p> <p><b>Total Dollars Unpaid:</b> \$ _____</p>
---	--

Prime TO Contractor: _____	Contact Person: _____
----------------------------	-----------------------

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

<p><b>(TO MANAGER OF APPLICABLE POC NAME, TITLE)</b>  <b>(AGENCY NAME)</b>  <b>(ADDRESS, ROOM NUMBER)</b>  <b>(CITY, STATE ZIP)</b>  <b>(EMAIL ADDRESS)</b></p>	Dorothy M. Bonner, Procurement Officer Maryland State Department of Education 200 West Baltimore Street Baltimore, MD 21201 dbonner@msde.state.md.us
---	--

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

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

## ATTACHMENT 3 – TASK ORDER AGREEMENT

### CATS TORFP# R00P7204070 OF MASTER CONTRACT #050R5800338

This Task Order Agreement (“TO Agreement”) is made this day of Month, 2007 by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, TO Requesting Agency.

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

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

2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS 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 **insert time for performance**, 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, TO Requesting Agency

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

\_\_\_\_\_  
Date

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

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

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

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

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

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

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

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

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

(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO 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 Financial Proposal may be proposed under the CATS TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.

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

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

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

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
<b>LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)</b>	
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 AS A .PDF FILE WITH TECHNICAL RESPONSE

## **ATTACHMENT 6 - DIRECTIONS**

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

The Pre-Proposal Conference will be held: Monday, December 10, 2007 @ 1:30 PM

Maryland State Department of Education

Nancy S. Grasmick Education Building  
8<sup>th</sup> Floor, Conference Room 6  
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 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS Task Order Agreement #ADPICS PO

Dear TO Contractor Contact:

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

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

Sincerely,

TO Procurement Officer

Task Order Procurement Officer

Enclosures (2)

cc: TO Manager

Procurement Liaison Office, Office of Information Technology, DBM

Project Management Office, Office of Information Technology, DBM



# ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: TO Requesting Agency

TORFP Title: TORFP Project Name

TO Manager: TO Manager and Phone Number

## To:

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

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

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

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

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

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

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

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.2.2 OF THE TORFP.

# ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)

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

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

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

SUBMIT AS REQUIRED IN SECTION 1.6 OF THE TORFP

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

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

## RECITALS

**WHEREAS**, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for **TORFP Title TORFP No. ADPICS PO** dated **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.

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

**TO Requesting Agency:**

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

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

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

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

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

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

SUBMIT AS REQUIRED IN SECTION 1.6 OF THE TORFP

## ATTACHMENT 12 – NOTICE TO MASTER CONTRACTORS

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. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. If you have chosen not to propose to this TORFP, you must complete and email this notice to Dorothy Bonner, Procurement Officer at dbonner@msde.state.md.us. If you are submitting a TO Proposal, we also ask that you take a few minutes and provide comments and suggestions regarding the enclosed TORFP.

TORFP Title:	WEB DATA COLLECTION SYSTEMS
TORFP Project Number:	R00P7204070

If you have responded with a "not submitting Task Order Proposal", please indicate the reason(s) below:

- Other commitments preclude our participation at this time.
- The subject of the TORFP is not something we ordinarily provide.
- We are inexperienced in the services required.
- Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- The scope of work is beyond our present capacity.
- Doing business with the State of Maryland is too complicated. (Explain in REMARKS section.)
- We cannot be competitive. (Explain in REMARKS section.)
- Time allotted for completion of a Task Order Proposal is insufficient.
- Start-up time is insufficient.
- Bonding/Insurance requirements are too restrictive. (Explain in REMARKS section.)
- TORFP requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- MBE requirements. (Explain in REMARKS section.)
- Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- Payment schedule too slow.
- Other:\_\_\_\_\_.

2. If you have submitted a Task Order Proposal, but wish to offer suggestions or express concerns, please use the Remarks section below.

Remarks:

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Master Contractor Name:\_\_\_\_\_ Date:\_\_\_\_\_

Contact Person:\_\_\_\_\_ Email\_\_\_\_\_

Phone\_\_\_\_\_ Fax\_\_\_\_\_

**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

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## ATTACHMENT 13 - GLOSSARY

### **Web Data Collection TORFP R00P7204070 GLOSSARY**

ASCII – American Standard Code for Information Interchange  
AYP – Adequate Yearly Progress  
CAS – Core Academic Subject  
CATS – Consulting and Technical Services  
CBA – Cost Benefit Analysis  
CLM – Class Level Membership  
COBOL – Common Business Oriented Language  
COMAR – Code of Maryland Regulations  
COTS – Custom Off The Shelf  
CSV – Comma Separated Values  
DAA – Division of Accountability and Assessment  
DBM –Maryland Department of Budget and Management  
DOI – Division of Instruction  
DOSS/DOSFS – Division of Student Services/Division of Student and Family Services  
EDEN – Education Data Exchange Network  
EDW – Education Data Warehouse  
EDWF – Education Data Warehouse (For Federal Reporting)  
EIS – Educator Information System  
FA – Functional Area  
FARMS – Free and Reduced Meal Counts  
FTE – Full Time Equivalency  
HTML – Hyper Text Markup Language  
IT – Information Technology  
IBM – International Business Machines Corp.  
LEA – Local Education Agency  
LEP – Limited English Proficiency  
MBE – Minority Business Enterprise  
MD – Maryland  
MDOT – Maryland Department of Transportation  
MSDE – Maryland State Department of Education  
NCES – National Center for Educational Statistics  
NCLB –No Child Left Behind  
NTP – Notice to Proceed  
OIT – Office of Information Technology  
PDF – Portable Document Format  
PMI – Project Management Institute  
PMP – Project Management Plan  
POC – Point of Contact  
SAS – Statistical Analysis Software  
SBR – Small Business Reserve  
SDLC – System Development Life Cycle  
SDS – School Data Set

SPC – Statistical Process Control  
TAP – Targeted Assistance Programs  
TO – Task Order  
TOAD – Tool for Application Developers  
TORFP – Task Order Request For Proposals  
USDoE – United States Department of Education  
URL – Uniform Resource Locator  
WDCS – Web Data Collection System  
XML – Extensive Markup Language