



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

**MARYLAND LONGITUDINAL DATA FEEDER SYSTEM'S
MAINTENANCE AND SUPPORT**

CATS II TORFP # R00B9200112

**MARYLAND STATE DEPARTMENT OF EDUCATION (MSDE)
DIVISION OF ACCOUNTABILITY, ASSESSMENT
AND DATA SYSTEMS (DAADS)**

ISSUE DATE: AUGUST 10, 2011

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NOTICE TO MASTER CONTRACTORS

All CATS II Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal must submit a Master Contractor Feedback form. The form is accessible via your CATS II Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. 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: Maryland Longitudinal Data Feeder System's Maintenance and Support

TORFP No.: R00B9200112

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: _____ Phone _____ email _____

**PRE-PROPOSAL CONFERENCE INTENT TO ATTEND
MARYLAND LONGITUDINAL DATA FEEDER SYSTEM'S
MAINTENANCE AND SUPPORT
TORFP# R00B9200112**

PRINT OR TYPE

NAME OF COMPANY:

ADDRESS OF COMPANY:

FAX NUMBER:

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 M. Richburg, Procurement Officer
200 West Baltimore Street
Baltimore, Maryland 21201**

I will will not attend the pre-proposal conference

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

Too busy at this time

Not engaged in this type of work

Site location too distant

Project too large/small (circle one)

Other (specify)

Do you wish to receive solicitations for similar/other projects in the future? Yes No

Signature _____ Company Name _____

Date _____ Telephone No. _____

Insert RFP# _____ Fax No. _____

Are you a member of the Small Business Reserve Program? Yes No

Are you a MBE Yes _____ No _____

KEY INFORMATION SUMMARY SHEET

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

TORFP Title:	MARYLAND LONGITUDINAL DATA FEEDER SYSTEM'S MAINTENANCE AND SUPPORT
Functional Area:	Functional Area 2 – Web and Internet Systems
TORFP Issue Date:	Wednesday, August 10, 2011
Closing Date and Time:	Thursday, September 22, 2011 no later than 2:00 PM EST
TORFP Issuing Agency:	Maryland State Department of Education (MSDE) Division of Accountability and Assessment (DAA)
Send Questions and Proposals to:	Dorothy M. Richburg, Procurement Officer drichburg@msde.state.md.us
TO Procurement Officer:	Dorothy Richburg, Procurement Officer Maryland State Department of Education 200 West Baltimore Street; Baltimore, MD 21201 Telephone Number; 410-767-0628; FAX: 410-333-2017
TO Manager:	Janice Johnson, Branch Chief Maryland State Department of Education 200 West Baltimore Street; Baltimore, MD 21201 Telephone Number: 410-767-0025; FAX: 410-333-2017
TO Project Number:	R00B9200112
TO Type:	Time and Materials
Period of Performance:	2 years and 11 months (Not to Exceed May 31, 2014)
MBE Goal:	35 percent
Small Business Reserve (SBR):	No
Primary Place of Performance:	Maryland State Department of Education Division of Accountability and Assessment 200 West Baltimore Street Baltimore, MD 21201
TO Pre-proposal Conference:	Maryland State Department of Education 200 West Baltimore Street, 8 th Floor, CR 1 Thursday, August 25, 2011 @ 1:00 PM Baltimore, MD 21201 See Attachment 6 for directions.

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

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

The TO Manager has the primary responsibility for the management of the work performed under the TOA; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS II Master Contract; and, in conjunction with the selected Master Contractor, achieving on budget/on time/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 TOA, 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 date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #R00B9200112. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP #R00B9200112 Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP #R00B9200112 Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 2 - MBE Forms D-1 and D-2
- Attachment 4 - Conflict of Interest and Disclosure Affidavit
- Attachment 13 – Living Wage Affidavit of Agreement

1.4 ORAL PRESENTATIONS/INTERVIEWS

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

1.5 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.**

1.6 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and 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.

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at MSDE. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (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 TOA in order to fulfill the requirements of the TOA. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 11.

1.8 LIMITATION OF LIABILITY CEILING

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

1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

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

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

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

The MSDE is issuing the CATS II TORFP to obtain a TO Contractor to provide highly technical services on behalf of the operation and maintenance for the Login Management Application (LMA), the Web Data Collection System (WDCS), the Unique Student Identifier System (USIS) and the Unique Teacher Identifier System (UTIS) applications.

MSDE assigns and maintains unique identifiers to both students and professional staff and collects relevant educational data from local school systems throughout the state of Maryland. Data collected consist of; school information, attendance, classroom level membership for teacher quality, and Federal Program data such as Title I (Disadvantaged children, paraprofessionals), Title III (English Language Learners). This data has been used for the following:

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

Data is retrieved routinely from the twenty-four (24) Local Education Agencies (LEAs) as well as the nonpublic schools servicing Maryland public school students. This data is submitted electronically via a web portal referred to as the WDCS.

2.1.1 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

A. Unique Student Identifier System

The USIS provides the MSDE the capability to assign and maintain a unique state assigned student identifier (SASID) for each Marylander in the State's:

- K-12 Public School System
- Infant and Toddler Program (beginning at birth), and
- Special Education services program (through age 21)

With USIS, Maryland has the capability to perform longitudinal analyses for educational programs and student achievement that gives educators the tools they need to improve services.

USIS has several logical components:

- File Upload
- File Validation
- Automated SASID Assignment Engine

- A Case Management Application
- System Administration
- Reports

B. Unique Teacher Identifier System

Similar to the USIS, the Unique Teacher Identifier System provides the MSDE the capability to assign and maintain a unique state assigned teacher identifier (SATID) for each educational professional working with public school students within the state.

With UTIS, Maryland has the capability to perform longitudinal analyses incorporating the linking of teacher data to other data elements of interest.

C. Login Management Application

The LMA assists the MSDE with user ID administration for accessing the WDCS, the USIS as well as the UTIS. It allows MSDE to provide MSDE administrators and the LEA administrators with the ability to manage their respective access points to MSDE applications. The LMA is a custom developed product that provides the security access layer and authentication for USIS, UTIS, all WDCS modules and COGNOS reporting.

The LMA is a web based application that provides a 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 manually adding users to multiple applications. Once registered, an administrator can then assign a user(s) access to application(s). Registration does not grant access to any application. User registration provides a list of pre-registered users to the administrator for use in granting access to application(s).

D. Web Data Collection System

Schools Data Set (SDS) Module

A part of MSDE's data collection effort is the 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 (2010). 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.

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 (NCES). The NCES is the primary federal entity for collecting and analyzing data related to education. 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

The primary purpose of the student attendance data files is to collect information about each student in the public school system that allows 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 uploaded by each LEA to the WDCS. Each data file contains 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

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 suspect and identified for correction of commenting. Currently SPC is coupled with the Attendance module and the Class Level Membership module.

Class Level Membership (Highly Qualified Teachers) Module

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 throughout the school year. This enables MSDE to calculate information that meet NCLB requirements and provide data that is included on the Maryland report card website.

The collection consists of two phases. The first phase includes the collection of aggregate counts of students per class per teacher. Once all of the class information is collected, the teacher data is then analyzed to determine the Highly Qualified status of the teacher. Once the determination is made and reported, the second phase of the collection allows for the LEAs to appeal the designations.

Title I – Part A, B, C, D Module

Title I – Financial Assistance for Poor Children to Support the Academic Achievement of Disadvantaged Students

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. An analysis of the poverty data determines eligibility 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 I consist annual reporting based upon federal reporting requirements. There are seven sub-modules within the Title I collection:

- Supplemental Educational Services (SES)
- Even Start – Federal family language program
- Neglected and Delinquent (N &D)
- Migrant
- Title I Master Plan Update (MPU)
- Homeless
- Title I Participation – participation in Title I services

Each of these components linked directly to federal reporting basically consisting of student membership in receiving the corresponding services.

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

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.

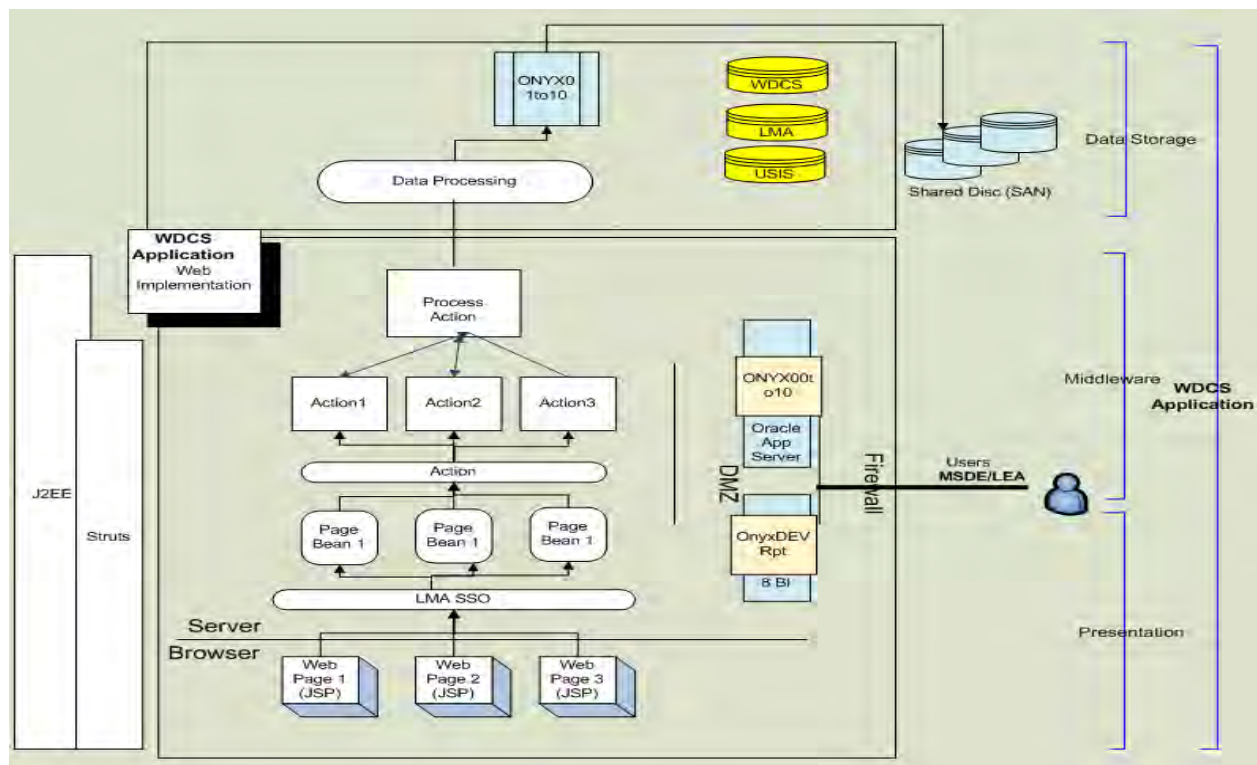
To comply with these requirements, the Title III office of the Maryland State Department of Education works with local school districts to ensure that quality, research based ESL programs are offered to language minority students.

Department of the Interior (DOI) collects Title III student level demographic and assessment related data from an assessment vendor once a year and from local school systems multiple times during the year. The timing of the data submissions is linked to the due dates of the federal reporting requirement.

2.1.2 CURRENT HARDWARE AND SOFTWARE ENVIRONMENT

Test Environment

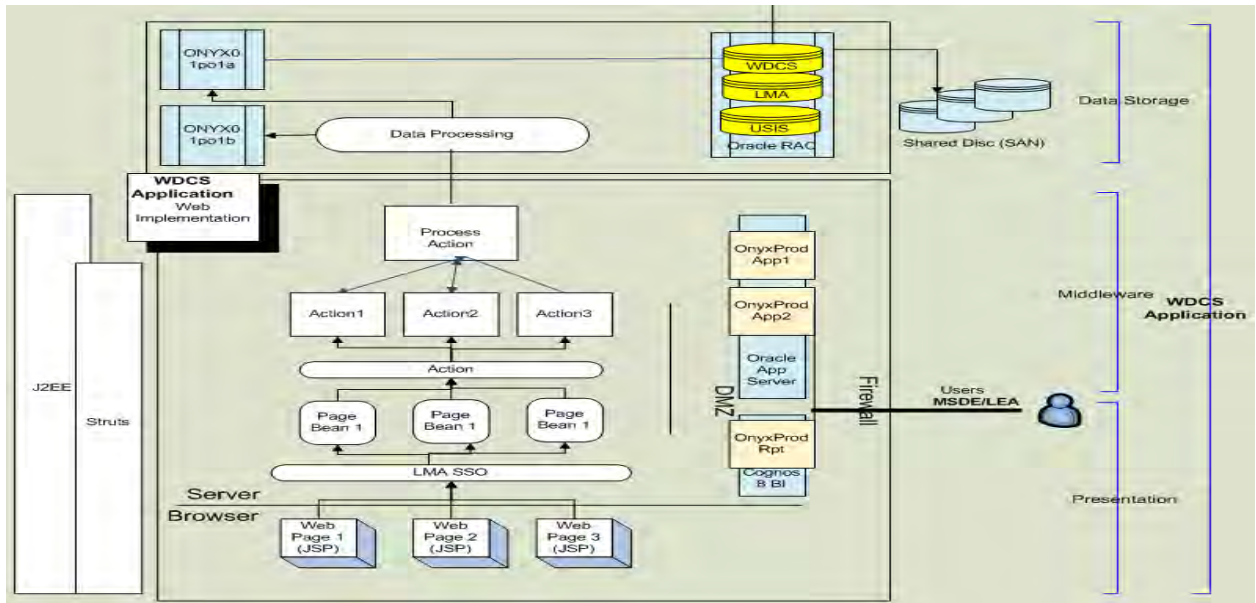
The test environment consists of one report server, one application server, and one database server. The report server is a Dell 2950 running Windows 2003 R2 with 8GB of RAM. The application server is a Dell 2950 running Windows 2003 R2 64 bit with 8 GB of RAM. The database server is a Dell 6850 running Windows 2003 R2 64 bit with 32 GB of RAM. Oracle Application Server (OAS) version 10.1.3.1 is installed on the test application server. The version of Oracle used on the test database server is 10.2.0.4 64 bit. Automatic Storage Management (ASM) is used for storage management for Oracle databases. The test report server has Cognos 8 BI, HP Mercury Quality Center for Test Director, MP Mercury Load Runner, HP Mercury Quick Test Pro, and IBM Rational ClearCase installed.



Production Environment

The production environment consists of two application servers, two database servers, and one report server. The report server is a Dell 2950 running Windows 2003 R2 with 8GB of RAM. The application servers are Dell 2950s running Windows 2003 R2 64 bit with 8 GB of RAM each and are clustered. The database servers are Dell 6850s running Windows 2003 R2 64 bit with 32 GB of RAM each. OAS version 10.1.3.1 is installed on the production application servers. The version of Oracle used on the production database servers is 10.2.0.4 64 bit in a Real Application Cluster (RAC) environment which allows multiple computers to run Oracle software simultaneously while accessing a single [database](#), thus providing a [clustered](#) database.

. ASM is used for storage management for Oracle databases. The production report server has Cognos 8 BI installed.



Software Tools

Software products and tools used in the Production and test regions are listed below:

Environment	Software Product	Vendor	Purpose
Production and Test Servers for Database and Application Server	Windows 2003 Server Enterprise Edition (64 bit version)	Microsoft Corp	Operating System
Production Database Servers	Oracle Database 10g Enterprise Edition 10.2.0.4.0 (64 bit version)	Oracle Corp	RAC Database
Production Application Servers	Oracle Application Server 10g Release 2 10.1.3.1.0	Oracle Corp	Application server
Test Database Server	Oracle Database 10g Enterprise Edition 10.2.0.4.0 (64 bit version)	Oracle Corp	Database
Test Application Server	Oracle Application Server 10g Release 2 10.1.3.1.0	Oracle Corp	Application server
Oracle ReportNet Servers (Production and Test regions)	Windows 2003 Server Enterprise Edition (32 bit version)	Microsoft Corp	Operating System
Cognos Report Net Production Server	Cognos 8.3 ReportNet	IBM	Ad-hoc Reporting

Environment	Software Product	Vendor	Purpose
Cognos Report Net Test Server	Cognos 8.3 ReportNet	IBM	Ad-hoc Reporting
Cognos Report Net Test Server	HP Mercury Quality Center for Test Director v9.2	HP	Bug tracking tool
Cognos Report Net Test Server	HP Mercury LoadRunner v8.1	HP	Performance testing of Database, App server, Web server
Cognos Report Net Test Server	HP Mercury Quick Test Pro v9.0	HP	Regression testing
Cognos Report Net Test Server	Rational Requisite Pro v7.0.0	IBM	Requirements Document Management
Cognos Report Net Test Server	IBM Rational ClearCase LT v7.0.0	IBM	Configuration Management

Software Tools Description

Windows 2003 Server: Microsoft Windows 2003 Server is a powerful, multi-purpose network operating system. It provides a reliable and scalable platform for intranet and line-of-business applications. It offers leading file and print services that give users access to critical information more easily and effectively. Windows 2003 Server integrates the following services into the underlying operating infrastructure:

- Built-in networking and communication services
- Comprehensive web services for the Internet and intranet
- Complete platform for distributed applications
- Enterprise-wide directory services
- Integrated and robust security services
- Easy-to-use, flexible management services

Oracle 10g Application Server: Oracle Application Server 10g offers a comprehensive solution for developing, integrating, and deploying an enterprise's applications, portals, and web services. Based on a powerful and scalable J2EE server, Oracle Application Server 10g provides complete business integration and business intelligence suites and leading portal software. As the only platform designed for grid computing and full life-cycle support for service-oriented architecture (SOA), Oracle Application Server gives the user unmatched scalability, availability, manageability, and security.

Oracle 10g HTTP Server (Bundled Within Oracle Application Server): The Oracle HTTP Server (OHS) provides key infrastructure for serving the Internet's HTTP protocol. Key aspects of OHS are its technology, its serving of static and dynamic content, and its integration with Oracle and non-Oracle products. OHS serves static content directly or via standard interfaces such as the WebDAV standard. Significant flexibility is provided in dynamic content generation, and many languages, such as Java, C/C++, Perl, PHP, and PL/SQL, are provided for content generation.

Oracle 10g Database: Oracle 10g is the only database specifically designed as an Internet development and deployment platform, extending Oracle's long-standing technology leadership in the areas of data management, transaction processing, and data warehousing. Built directly inside the database, breakthrough Internet features help companies and developers build Internet-savvy applications that lower costs, enhance customer and supplier interaction, and provide global information access across platforms and across the enterprise.

Rational ClearCase: Rational ClearCase is a software tool for revision control (e.g. configuration management, SCM) of source code and other software development assets. It is developed by the Rational Software division of IBM. ClearCase forms the base of version control for many large and medium sized businesses and can handle projects with hundreds or thousands of developers.

Cognos ReportNet: Cognos ReportNet (CRN) is a web-based software product for creating and managing ad-hoc and custom-made reports. The tool uses web services standards such as XML and Simple Object Access Protocol and also supports dynamic HTML and Java. ReportNet is compatible with multiple databases including Oracle.

Mercury Quality Center: HP Quality Center is used to gain real-time visibility into requirements coverage and associated defects to paint a clear picture of business risk. It is used to manage the release process and make more informed release decisions with real-time Key Performance Indicators (KPIs) and reports. It manages manual and automated testing assets centrally.

Rational Requisite Pro: Rational Requisite Pro will be used to manage requirements, write good use cases, improve traceability, strengthen collaboration, reduce project risk, and increase quality. It incorporates a powerful database infrastructure to facilitate requirements organization, integration, traceability and analysis.

Mercury LoadRunner: LoadRunner is a performance and load testing product by Hewlett-Packard (since it acquired Mercury Interactive) for examining system behavior and performance, while generating actual load.

LoadRunner can emulate hundreds or thousands of concurrent users to put the application through the rigors of real-life user loads, while collecting information from key infrastructure components (Web servers, database servers etc). The results can then be analyzed in detail, to explore the reasons for particular behavior.

2.2 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.

2.3 ROLES AND RESPONSIBILITIES

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

Support Manager

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

Quality Assurance/Testing Specialist

- Must be able to determine the resources required for quality control.
- Must be able to maintain the level of quality throughout the software life cycle.
- Develops software quality assurance plans.
- Must be capable of maintaining and establishing a process for evaluating software and associated documentation.
- Participates in formal and informal reviews at predetermined points throughout the development life cycle to determine quality.
- Examines and evaluates the software quality assurance (SQA) process and recommends enhancements and modifications.
- Develops quality standards.
- Must be capable of designing and executing IT software tests and evaluating results to ensure compliance with applicable regulations.
- Must be able to prepare test scripts and all required test documentation.
- Must be able to test performance using software pages such as Mercury LoadRunner.
- Must be able to design and prepare all needed test data.
- Analyzes internal security within systems.
- Reviews test results and evaluates for conformance to design.

Internet Site Developer Senior

- Must be able to translate applications requirements into the design of complex web sites, including integrating web pages and applications.
- Must be able to apply new and emerging technologies to the site development process including but not limited to J2EE, .NET, JavaScript, HTML, EV, Java, C#, XML, AJAX, and Business Objects.
- Must be able to track revision control through such software packages as Rational ClearCase or other approved software packages.

Database Administrator

- Must be able to ensure the operational reliability, integrity and performance of all production databases.
- Performs back-up and recovery of existing databases along with performance monitoring and tuning.
- Performs database installations and upgrades and insures the security of confidential data.
- Must be able to trouble shoot operational issues and implement solutions along with periodic maintenances, fixes and patches of databases.
- Must be able to assist users in writing complex queries and reports.

- Perform analysis of business needs, write reporting requirements and turn requirements into delivered solutions.

2.4 PROFESSIONAL DEVELOPMENT

Networking technology and software products continuously change. The TO Contractor must ensure continuing education opportunities for the personnel provided. This education would be associated with the technologies currently utilized by MSDE or anticipated to be implemented by MSDE in the near future. With MSDE prior approval, the time allocated to these continuing education activities for staff deployed to the MSDE on a full-time basis may be charged to this task order. Actual course costs are the responsibility of the TO Contractor. MSDE will not cover training of the new and emerging technology of TO Contractor.

2.5 TO CONTRACTOR DUTIES AND RESPONSIBILITIES

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

1. The TO Contractor shall provide an experienced, Senior IT Architect under the direction of MSDE' Task Order Manager on tasks described in this TORFP.
2. The TO Contractor personnel assigned to the TO shall work off-site, but are required to attend in-person work sessions for one week on a quarterly basis. Hourly rates provided are fully loaded for on-site work with no additional funding for other direct costs such as travel expenses.
3. The TO Contractor personnel assigned to the TO shall adhere to MSDE policies regarding the use of telephone, internet, and email.
4. MSDE shall provide an on-site desktop with associated software tools for the TO Contractor to perform the tasks assigned while on-site at MSDE.
5. The TO Contractor's personnel shall provide weekly, monthly, and upon request, reports on the status of all active assignments, and hours worked, to include work accomplished and work planned according to the project plan.
6. MSDE's internal policies governing change management, documentation, maintenance, privacy and security, testing, training, disaster recovery, and data management will apply to all work under this TO including those in Section 2.7. The TO Contractor personnel assigned to the TO shall adhere to these policies as directed by MSDE Management. See REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES in Section 2.7.
7. The TO Contractor shall ensure the application systems hosted at MSDE remain compatible with the current Window's based operating system and successive MSDE operating system(s).
8. The TO Contractor shall provide support for day-to-day operational activities with respect to the application(s).
9. With respect to updated functionalities within the application(s) the TO Contractor shall:
 - a. Design and develop strategies for application(s) to perform updated functionalities.
 - b. Design and develop changes to the application(s) database to accommodate updated functionalities.
 - c. Document proposed database changes for review by MSDE.
10. As a result of ongoing maintenance as required to correct malfunctions, defects, or operational problems; as required as a matter of federal law, state law or policy, or regulations in connection with MSDE's business, and as specified by MSDE.
 - a. The TO Contractor shall provide technical support, including but not limited to, consulting, hardware, network, and contractor provided third party software related services.
11. The TO Contractor shall provide unlimited e-mail consultation or telephone consultation, via a toll-free hot line between the hours of 8:00 a.m. and 5:00 p.m. Eastern Time, Monday through Friday, except the State of Maryland holidays. By prior arrangement, the TO Contractor shall have technical help available by telephone during non-business hours, including evenings, weekends, and holidays.
12. The TO Contractor shall be responsible for resolving problems, formally documented and reported by MSDE, in performance, malfunction, or deviation from the approved technical specifications of the system, including any compatibility problems with third party software, or operating system software. Proposed

corrective action by the TO Contractor shall be reviewed and approved by MSDE before the Contractor proceeds with implementation of the corrective action.

- a. MSDE shall notify the TO Contractor by telephone, e-mail, or in writing, and the TO Contractor shall respond within twenty-four hours with a corrective action plan and resolve such problems within two business days of a notification to proceed from MSDE.
 - b. If after consultation with the TO Contractor, the MSDE Support Manager determines that the magnitude of the problem cannot be resolved within two business days, the parties shall agree on a plan for resolution.
 - c. If after consultation with the TO Contractor the MSDE Support Manager determines that corrections to the problem cannot be completed within thirty days, the Contractor shall notify MSDE in writing and the parties shall agree on a target date for completion of the corrections. This agreement shall be confirmed in writing by MSDE.
 - d. The TO Contractor shall facilitate problem determination and correction by communication methods as approved by MSDE.
13. The TO Contractor shall assist in the analysis of compatibility problems with third party software, or operating system software to determine cause.
14. The TO Contractor shall provide Technical “Knowledge Transfer” sessions to appropriate MSDE staff. These sessions shall include:
- a. Formal technical documentation detailing the installation of the website on MSDE-housed servers.
 - b. Detailed written instructions relative to the processing of scripts to modify the backend database as may be necessary.
 - c. Training sessions conducted in person or via telephone with remote connection to the website(s).
15. The TO Contractor shall create and maintain technical documentation for the hardware, software and database. This documentation shall include, but is not limited to:
- a. Specifications of all computer hardware and software included in the applications;
 - b. A listing of all programs and scripts that comprise the application(s) that describes:
 - i. Program/script name
 - ii. Brief description of the purpose of the program/script
 - iii. How often the program/script is processed
16. The TO Contractor shall support the development, test and production servers at MSDE.
17. The TO Contractor shall attend weekly and monthly status meetings.

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

1. Meet with MSDE personnel to review existing documents and systems to discover the functional, technical, and data requirements.
2. Identify and document all NCLB functional and user requirements for the application(s). The requirements shall include security needs.
3. Analyze processes and complete a Business Process Reengineering effort that identifies opportunities for improvement in preparation for an improved design to be incorporated within the Comprehensive application(s) Design.
4. Meet with MSDE technical staff to identify existing documentation and system configurations and any necessary interfaces.
5. Review and analyze information provided to identify and validate functional and technical requirements of the application(s).
6. Interview DAA, Division of Instruction (Title III), and Division of Student and Family Services (DOSFS) staff to identify application(s) functional, technical, and data requirements.
7. Meet with DAA, Title I and Title III technical/functional staff to review preliminary functional, technical, and data requirements.
8. Define and document all validated requirements.
9. Identify data sources and uses.
10. Maintain the LMA, USIS, UTIS, and WDCS applications
11. Maintain all documentation related to USIS, UTID, LMA and WDCS applications as it relates to data sets, presentation logic, business rules, business edits, aggregations, and reporting.

2.5.1 SERVICE LEVEL AGREEMENT

If Service Level Agreements are not met, MSDE may withhold up to 5% of each applicable monthly invoice if it is concluded that the TO Contractor has not met their responsibility.

Service Levels	Phone Response	On-Site Response	Response Availability	Comments
Urgent	15 minutes	2 hours if necessary.	5 days/week, Mon-Fri, 8AM-5PM. Weekend and holiday support provided when necessary. MSDE will make prior arrangements with vendor.	
High	1 hour	4 hours if necessary.	5 days/week, Mon-Fri, 8AM-5PM. Weekend support provided when necessary. MSDE will make prior arrangement with vendor.	
Normal	1 hour	1 work day	5 days/week, Mon-Fri, 8AM-5PM	On-site response to calls after 1PM may be by 9AM the next morning.

(A)

2.5.2 PERFORMANCE EVALUATION

TO Contractor personnel will be evaluated by the TO Manager as needed or on a weekly basis for each assignment performed during the initial two week period. The TO Contractor personnel shall maintain a “Meets Expectation” in each category of the performance evaluation (i.e., Work Quality, Work Quantity, Working Relationships, Work Habits, and Performance Management Rating). If the TO Manager has determined there are issues with the performance of the TO Contractor personnel, the TO Manager will notify both the TO Contractor and the TO Contractor personnel by email, identifying the issue and the expected action(s) to correct the issue. Performance issues identified by the agency are subject to the mitigation process described in Section 2.5.6 below.

2.5.3 PERFORMANCE PROBLEM MITIGATION

In the event the Agency is not satisfied with the performance of TO Contractor personnel, the mitigation process is as follows. The TO Manager will notify the TO Contractor in writing describing the problem and delineating remediation requirements. The TO Contractor will have three (3) business days to respond with a written remediation plan. The plan will be implemented immediately upon acceptance by the TO Manager. Should performance issues persist, the TO Manager may give written notice or request immediate removal of the individual whose performance is at issue. The TO Manager will determine the amount of time the TO Contractor has to provide a replacement. In this situation, assessments to the schedule will be addressed at no additional project costs to MSDE.

2.5.4 SUBSTITUTION OF PERSONNEL

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

The TO 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 Support Manager. To replace any personnel, the Contractor shall submit resumes to the MSDE Support 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 Support Manager. The MSDE Support Manager shall have the option to interview the proposed substitute personnel. After interviewing, the MSDE Support Manager shall notify the Contractor of acceptance or denial of the requested substitution.

2.5.5 BACKUP / DISASTER RECOVERY

N/A – All servers are maintained and backed up by MSDE.

2.5.6 HARDWARE, SOFTWARE, AND MATERIALS

N/A – The TO Contractor shall not have to procure hardware, software or materials.

2.6 DELIVERABLES

2.6.1 DELIVERABLE SUBMISSION PROCESS

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with Microsoft Office 2003, Microsoft Project 2003 and/or Visio 2003.

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).

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.

2.6.2 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

The data collection windows are determined by the MSDE. The TO Contractor will be given sufficient notice to plan, schedule and implement these deliverables. Other task due dates may be mutually agreed upon between MSDE and the TO Contractor. All work will be jointly planned and scheduled between MSDE, the MSDE-Support Manager (MSDE SM) and the TO Contractor based on MSDE’s requirements. The MSDE-SM will monitor the activities to ensure schedules are met. The expectation is that these tasks will be managed to plan with weekly interim status updates from planning through implementation.

ID #	Deliverable Description	Acceptance Criteria
2.6.2.1	<p>Deliverable A - Weekly Status Report. At the conclusion of each work week, the TO Contractor shall be responsible for compiling and submitting to the TO Manager, a status report that summarizes the following:</p> <ul style="list-style-type: none"> • Assigned work efforts and status (completed, in progress, on-hold) and issues identified. • Emergency work efforts and issues identified. • Proposed activities for the upcoming work week. • Hours worked by individual TO Contractor personnel. 	<p>Review weekly with TO contractor and team members at regularly scheduled status meetings.</p>
2.6.2.2	<p>Deliverable B – Production ready applications for each of the data collections below. Because local, state, and/or federal reporting requirements change each year, the SDLC process must be applied to each data collection. The actual due dates for each collection vary year to year as determined by state and federal reporting compliance. For general planning purposes, the seasonal timeline is presented following the collection title.</p> <ul style="list-style-type: none"> ▪ Login Management Application (per collection) ▪ WDCS - School Data Set (Fall) 	<p>Upon receipt of a final deliverable, at least 30 days prior to collection window, the MSDE-SM and the appropriate MSDE personnel shall commence a review and testing of the deliverable as required to validate the completeness and quality in meeting requirements as per SDLC. Upon completion of validation, the MSDE-SM or TO Manager shall issue to the TO Contractor written notice of acceptance or rejection of the deliverables.</p> <p>MSDE will review the application for functionality, dependability, usability, content, accuracy, completeness, and compliance with the stated requirements, including any applicable</p>

	<ul style="list-style-type: none"> ▪ WDCS - Class Level Membership (Spring) ▪ WDCS -Early (March) Attendance ▪ WDCS -End of Year Attendance (Summer) ▪ WDCS -Statistical Process Control (Per Collection) ▪ USIS Submissions (Initial Submission Fall, Daily Maintenance throughout year) ▪ UTIS Submissions (Initial Submission Fall, Daily Maintenance throughout year) 	<p>standards. In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities within a specified time period. The time period for modifications/corrections shall be mutually agreed upon by the MSDE-SM and the TO Contractor in most cases. Other task due dates may be solely determined by MSDE. Once MSDE’s issues have been addressed and resolutions are accepted by the MSDE-SM, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance.</p>
2.6.2.3	<p>Deliverable C - Maintain all SDLC documentation related to USIS, UTIS, LMA, and WDCS applications as it relates to application functionality, data sets, presentation logic, business edits, aggregations, and reporting including but not limited to:</p> <ul style="list-style-type: none"> • Change Management Plan • Functional Requirements Document • User Manuals • Data Dictionaries • Release Notes 	<p>Upon receipt of a final deliverable, at least 30 days prior to collection window, MSDE will review the SDLC related documentation for each collection cycle with TO contractor to ensure completeness and that regular updates are being performed.</p>

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

- The State’s System Development Life Cycle (SDLC) methodology
- The State Information Technology Security Policy and Standards
- The State Information Technology Project Oversight
- The State of Maryland Enterprise Architecture
- The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute’s Project Management Body of Knowledge Guide. TO Contractor’s staff and sub Contractors are to follow a consistent methodology for all TO activities.

2.8 CONTRACTOR PERSONNEL EXPERTISE REQUIRED

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 shall 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 shall document successful work performed for at least two client references for the following:

- Designing and developing web-based portal solutions integrated with database updating
- 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 Support for Operations and Maintenance (O&M)

The TO Contractor shall submit individual resumes for the personnel to be assigned to the project as defined in Sections 2.3 and 2.8. All positions and qualifications should be in conformance with the CATS II Master Contract.

2.8.1 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 TO Contractor shall 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 shall be performed on the Continental US. No work shall be performed or outsourced to resources located outside of the Continental US.

2.8.2 CONTRACTOR PROJECT TEAM STAFF

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

1. Attending weekly project team meetings at the MSDE Building site (200 W. Baltimore Street, Baltimore).
2. Assisting with the development, presentation, and maintenance of baseline PMP. MSDE will not accept a PMP that does not provide adequate timeline for proper evaluation of deliverables by MSDE staff.
3. Develop the Project Plan and schedule work breakdown structures that comprise 80 hours or less.
4. Review project documentation developed by others.
5. Meet with State personnel and TO Contractor personnel to review and approve project documentation.
6. Communicate with all levels of management.
7. Ensure project tasks are completed correctly, efficiently, on schedule and within cost.

8. Review and approve invoices prior to submission to MSDE for payment
9. Ensure TO Contractor invoices are submitted to MSDE which are accurate and on schedule (based on the invoicing requirements defined in section 2.11).

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 shall be provided.

2.8.3 CONTRACTOR STAFF MANAGEMENT AND ALLOCATION

MSDE is committed to partnering with our TO Contractor for the successful and timely implementation of 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 requirements gathering). As a team, the TO 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 TO 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 TO Contractor staff replacement when required by MSDE as defined in section 2.7.2
- b) Issues with quality of deliverables (both documentation and application)
- c) Lack of TO Contractor staff to meet O&M activities (i.e. lack of recourses) resulting in delays in O&M activity resolution

2.9 CONTRACTOR MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory. The resources provided by 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 Master 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:

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. 3 years experience using Oracle 10.x
3. 5 years experience with Oracle 10.x databases with projects of similar scope
4. 2 years experience with Oracle Application Server 10.x
5. 3 years experience with Windows 2000 and higher operating system
6. 3 years experience with Java 2 Enterprise Edition (J2EE)
7. 3 years experience with Cognos Report Net Business Intelligence Tool 8.X

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

Support Manager

Education: Bachelor's Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related discipline. Project management certification is required.

General Experience: At least five (5) years of experience in initiating, planning, organizing, directing, and controlling business application projects of similar scope.

Specialized Experience: At least three (3) years of 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.

Quality Assurance/Testing Specialist

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

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

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

Internet Site Developer Senior

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

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

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

Database Administrator

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

General Experience: Must have five (5) years of experience in modeling relational databases with projects of similar scope.

Specialized Experience: At least three (3) years of experience designing, developing, deploying configuring, installing and maintaining Oracle databases..

2.10 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.

2.11 INVOICING

Invoicing will be for TO Contractor's time. Payments will only be made after TO Managers approved of the TO Contractor's invoice. Invoices must include copies of the TO Contractor's timesheet and daily outlook calendar that identifies the daily work tasks and deliverables completed for the invoice period.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS II Master Contract. A proper invoice 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.

The TO Contractor shall submit invoices for payment, on or before the 15th 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.

2.11.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the Maryland State Department of Education as the TO Requesting Agency, deliverable description, associated TOA 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 State Department of Education at the following address:

Division of Accountability and Assessment
Attn: Janice Johnson,
200 West Baltimore Street
Baltimore, Maryland 21201

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 TOA. In no event shall any invoice be submitted later than 60 calendar days from the TOA termination date.

2.12 MBE PARTICIPATION REPORTS

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS II Master Contract by the 15th day of each month. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to MSDE at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to MBE Liaison at information listed below:

ATTN: June Dwyer
MBE Liaison
Maryland State Department of Education
200 West Baltimore Street
Baltimore, MD 21201-2595

MSDE will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Procurement Officer and TO Manager.

SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

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

3.2 FORMAT

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements of this CATS II TORFP. A TO Proposal shall contain the following sections in order (if applicable):

3.2.1 TECHNICAL PROPOSAL

A) Proposed Services

- 1) **Executive Summary:** A high level overview of the Master Contractor's understanding of the background, purpose, and objectives of the TORFP. The Executive Summary shall summarize the Master Contractor's capabilities and experience, and summarize the proposed methodology and solution for achieving the objectives of the TORFP.
- 2) **Proposed Solution:** A detailed narrative of the Master Contractor's proposed methodology and solution for completing the requirements and deliverables in Section 2 - Scope of Work. This section should include a comprehensive schedule of tasks and estimated times frames for completing all requirements and deliverables, including any tasks to be performed by State or third party personnel.
- 3) **Draft Work Breakdown Structure (WBS):** A matrix or table that shows a breakdown of the tasks required to complete the requirements and deliverables in Section 2 - Scope of Work. The WBS should reflect the chronology of tasks without assigning specific time frames or start / completion dates. The WBS may include tasks to be performed by the State or third parties as appropriate, for example, independent quality assurance tasks. If the WBS appears as a deliverable in Section 2 – Scope of Work, the deliverable version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.
- 4) **Draft Project or Work Schedule:** A Gantt or similar chart containing tasks and estimated time frames for completing the requirements and deliverables in Section 2 - Scope of Work. The final schedule should come later as a deliverable under the TO after the TO Contractor has had opportunity to develop realistic estimates. The Project or Work Schedule may include tasks to be performed by the State or third parties as appropriate.
- 5) **Draft Risk Assessment:** Identification and prioritization of risks inherent in meeting the requirements in Section 2 - Scope of Work. Includes a description of strategies to mitigate risks. If the Risk Assessment appears as a deliverable in Section 2 – Scope of Work, that version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.
- 6) **Assumptions:** A description of any assumptions formed by the Master Contractor in developing the Technical Proposal. Master Contractors should avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.
- 7) **Proposed Tools:** A description of any tools, for example hardware and/or software applications that will be used to facilitate the work.

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category. The resume should feature prominently the proposed personnel's skills and experience as they relate to the Master Contractor's proposed solution and Section 2 – Scope of Work.
- 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in accordance to Section 2.
- 3) Provide the names and titles of the Master Contractor's management staff who will supervise the personnel and quality of services rendered under this TOA.
- 4) Complete and provide, at the interview, Attachment 5 – Labor Classification Personnel Resume Summary.

C) MBE Participation

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

D) Subcontractors

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

E) Master Contractor and Subcontractor Experience and Capabilities

- 2) Provide up to three examples of projects or contracts the Master Contractor has completed that were similar to Section 2 - Scope of Work. Each example must include contact information for the client organization complete with the following:
 - a) Name of organization.
 - b) Point of contact name, title, and telephone number
 - c) Services provided as they relate to Section 2 - Scope of Work.
 - d) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
- 3) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
 - a) Name of organization.
 - b) Point of contact name, title, and telephone number
 - c) Services provided as they relate to Section 2 - Scope of Work.
 - d) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
 - e) Dollar value of the contract.
 - f) Whether the contract was terminated before the original expiration date.
 - g) Whether any renewal options were not exercised.

Note - State of Maryland experience can be included as part of Section E2 above as project or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

F) Proposed Facility

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

G) State Assistance

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

H) 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 FINANCIAL RESPONSE

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal);
- B) Attachment 1 - Completed Financial Proposal with all rates fully loaded.

SECTION 4 – TASK ORDER AWARD PROCESS

4.1 OVERVIEW

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

4.2 TECHNICAL PROPOSAL EVALUATION CRITERIA

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

- TO Contractor Experience and Capabilities are consistent with the project requirements and demonstrate the ability to deliver
- Qualifications of Key Personnel and Proposed Personnel are consistent with the project requirements and demonstrate experience in quality work
- Executive Summary is clear, reflects an understanding of the needs of the agency, and describes TO Contractor capabilities that are appropriate to delivery of a successful project.

4.3 SELECTION PROCEDURES

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2.9 and quality of responses to Section 3.2.1 of the TORFP. TO Proposals deemed technically qualified will have their financial proposal considered. All others will be deemed not reasonably susceptible to award and will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- B) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- C) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit has greater weight.

4.4 COMMENCEMENT OF WORK UNDER A TOA

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

**MARYLAND LONGITUDINAL DATA FEEDER SYSTEM'S
MAINTENANCE AND SUPPORT**

**ATTACHMENT 1 –PRICE PROPOSAL (TIME AND MATERIALS)
TORFP # R00B9200112**

LABOR CATEGORIES

YEAR 1 (NTP – MAY 31, 2012)

Labor Categories	A	B	C
	Hourly Labor Rate	Approx. Total Class Hours	Total Proposed CATS II TORFP Price
Support Manager	\$	1040	\$
Quality Assurance/Testing Specialist	\$	1040	\$
Internet Site Developer Senior	\$	2080	\$
Database Administrator	\$	1040	\$
	\$		\$
	\$		\$
Total Evaluated Price			\$

VENDOR'S NAME _____ FIN _____

ADDRESS _____

CITY, STATE AND ZIP CODE _____

TELEPHONE NO. _____ FAX NO. _____

EMAIL ADDRESS _____

SIGNATURE _____

PRINTED NAME _____

TITLE _____ DATE _____

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. Rates must include all direct and indirect costs and profit for the Master Contractor to perform under the TOA.

SUBMIT THIS WITH THE FINANCIAL RESPONSE

**MARYLAND LONGITUDINAL DATA FEEDER SYSTEM'S
MAINTENANCE AND SUPPORT**

**ATTACHMENT 1 –PROPOSAL (TIME AND MATERIALS)
TORFP # R00B9200112**

LABOR CATEGORIES

YEAR 2 (JUNE 1, 2012 – MAY 31, 2013)

Labor Categories	A	B	C
	Hourly Labor Rate	Approx. Total Class Hours	Total Proposed CATS II TORFP Price
Support Manager	\$	1040	\$
Quality Assurance/Testing Specialist	\$	1040	\$
Internet Site Developer Senior	\$	2080	\$
Database Administrator	\$	1040	\$
Total Evaluated Price			\$

VENDOR'S NAME _____ FIN _____

ADDRESS _____

CITY, STATE AND ZIP CODE _____

TELEPHONE NO. _____ FAX NO. _____

EMAIL ADDRESS _____

SIGNATURE _____

PRINTED NAME _____

TITLE _____ DATE _____

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. Rates must include all direct and indirect costs and profit for the Master Contractor to perform under the TOA.

SUBMIT THIS WITH THE FINANCIAL RESPONSE

**MARYLAND LONGITUDINAL DATA FEEDER SYSTEM'S
MAINTENANCE AND SUPPORT**

**ATTACHMENT 1 - PRICE PROPOSAL (TIME AND MATERIALS)
TORFP # R00B9200112**

LABOR CATEGORIES

YEAR 3 (JUNE 1, 2013 – MAY 31, 2014)

Labor Categories	A	B	C
	Hourly Labor Rate	Approx. Total Class Hours	Total Proposed CATS II TORFP Price
Support Manager	\$	1040	\$
Quality Assurance/Testing Specialist	\$	1040	\$
Internet Site Developer Senior	\$	2080	\$
Database Administrator	\$	1040	\$
Total Evaluated Price			\$

VENDOR'S NAME _____ FIN _____

ADDRESS _____

CITY, STATE AND ZIP CODE _____

TELEPHONE NO. _____ FAX NO. _____

EMAIL ADDRESS _____

SIGNATURE _____

PRINTED NAME _____

TITLE _____ DATE _____

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. Rates must include all direct and indirect costs and profit for the Master Contractor to perform under the TOA.

SUBMIT THIS WITH THE FINANCIAL RESPONSE

**MARYLAND LONGITUDINAL DATA FEEDER SYSTEM'S
MAINTENANCE AND SUPPORT**

**ATTACHMENT 1 - PRICE PROPOSAL (TIME AND MATERIALS)
TORFP # R00B9200112**

SUMMARY

DESCRIPTION	APPXOX. TOTAL PROPOSED CATS II TORFP PRICE
Year 1	\$
Year 2	\$
Year 3	\$
TOTAL EVALUATED PRICE	\$

VENDOR'S NAME _____ FIN _____

ADDRESS _____

CITY, STATE AND ZIP CODE _____

TELEPHONE NO. _____ FAX NO. _____

EMAIL ADDRESS _____

SIGNATURE _____

PRINTED NAME _____

TITLE _____ DATE _____

***NOTE: PERIOD 3 ARE ESTIMATES ONLY! All prices are for evaluation purposes only. The actual period 3 may be more or less, but will go through May 31, 2014.**

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS
TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING
REQUIREMENTS

CATS II TORFP # R00B9200112

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 1

CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

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

In conjunction with the offer submitted in response to TORFP No. R00B9200112, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of [] percent and, if specified in the TORFP, sub-goals of [] percent for MBEs classified as African American-owned and [] 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 ADPICS PO	
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 # **ADPICS PO**, I state the following:

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

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

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

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

(DESCRIBE EFFORTS)

 This project does not involve bonding requirements.

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

Offeror Name

By: _____
Name

Address

Title

Date

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 4

SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

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

Provided that _____ is awarded the TO Agreement in
(Prime TO Contractor Name)

conjunction with TORFP No. **ADPICS PO**, it and _____,
(Subcontractor Name)

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

(Describe work to be performed by MBE):

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

By:

By:

Prime Contractor Signature

Subcontractor Signature

Name

Name

Title

Title

Date

Date

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 5

MINORITY BUSINESS ENTERPRISE PARTICIPATION TO CONTRACTOR PAID/UNPAID INVOICE REPORT

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

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

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

Return one copy of this form to the following address:

JUNE DWYER, MBE LIASION MARYLAND STATE DEPARTMENT OF EDUCATION 200 WEST BALTIMORE STREET BALTIMORE, MD 21201 jdwyer@msde.state.md.us	JUNE DWYER, MBE LIASION MARYLAND STATE DEPARTMENT OF EDUCATION 200 WEST BALTIMORE STREET BALTIMORE, MD 21201 jdwyer@msde.state.md.us
--	---

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 6

MINORITY BUSINESS ENTERPRISE PARTICIPATION SUBCONTRACTOR PAID/UNPAID INVOICE REPORT

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

Return one copy of this form to the following address:

JUNE DWYER, MBE LIASION MARYLAND STATE DEPARTMENT OF EDUCATION 200 WEST BALTIMORE STREET BALTIMORE, MD 21201 jdwyer@msde.state.md.us	JUNE DWYER, MBE LIASION MARYLAND STATE DEPARTMENT OF EDUCATION 200 WEST BALTIMORE STREET BALTIMORE, MD 21201 jdwyer@msde.state.md.us
--	---

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS II TORFP# **ADPICS PO Number** OF MASTER CONTRACT #060B9800035

This Task Order Agreement (“TO Agreement”) is made this **day** of **Month**, 200**X** 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 II TORFP # **ADPICS PO**.
 - b. “CATS II TORFP” means the Task Order Request for Proposals # **ADPICS PO**, dated **MONTH DAY, YEAR**, including any addenda.
 - c. “Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and **TO Contractor** dated _____.
 - d. “TO Procurement Officer” means **TO Procurement Officer**. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. “TO Agreement” means this signed TO Agreement between **TO Requesting Agency** and **TO Contractor**.
 - f. “TO Contractor” means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g. “TO Manager” means **TO Manager** of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS II TORFP dated **date of TO Proposal – Technical**.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS II TORFP dated **date of TO Proposal - Financial**.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS II 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 II 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 II TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of _____, commencing on the date of Notice to Proceed and terminating on **Month Day, Year**.

4. Consideration and Payment

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

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

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, **TO Requesting Agency**

By: **insert name**, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

Date: _____ By: _____

(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

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

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

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

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

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)	
Education: (Insert the education description from the CATS II RFP from Section 2.10 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS II RFP from Section 2.10 for the applicable labor category.)	
Duties: (Insert the duties description from the CATS II RFP from Section 2.10 for the applicable labor category.)	

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

Contractor's Contract Administrator:

Signature Date

Proposed Individual:

Signature Date

SUBMIT WITH TECHNICAL PROPOSAL
SIGNATURE REQUIRED AT THE TIME OF THE INTERVIEW

ATTACHMENT 6 – DIRECTIONS

TO THE PRE-TO PROPOSAL CONFERENCE

The Pre-Proposal Conference will be held:

THURSDAY, AUGUST 25, 2011
8TH Floor, CR 1 @ 1:00 PM
Maryland State Department of Education
200 West Baltimore Street
Baltimore, MD 21201

From Interstate 95 (Washington, D. C.)

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

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

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

From Annapolis – Route 50

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

From the Baltimore-Washington Parkway (Route 295)

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

ATTACHMENT 7 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS II Task Order Agreement #ADPICS PO

Dear TO Contractor Contact:

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

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

Sincerely,

TO Procurement Officer

Task Order Procurement Officer

Enclosures (2)

cc: TO Manager

Procurement Liaison Office, Department of Information Technology

Project Management Office, Department of Information Technology

ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: **Project Name for TORFP**

TO Agreement Number: #**ADPICS PO**

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: **TO Manager**

TO Manager Signature

Date Signed

Name of TO Contractor's Support Manager: _____

TO Contractor's Support Manager Signature

Date Signed

SUBMIT AS REQUIRED IN SECTION 2.5.1 OF THE TORFP.

ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: TO Requesting Agency

TORFP Title: TORFP Project Name

TO Manager: TO Manager and Phone Number

To:

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

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

Is accepted as delivered.

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

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

OFFEROR: _____ BY: _____

NAME: _____ TITLE: _____

ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.7 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 _____, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B9800035; 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 1.7 OF THE TORFP

ATTACHMENT 12 – TO CONTRACTOR SELF-REPORTING CHECKLIST

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

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

Section 3 – Substitution of Personnel

A) Has there been any substitution of personnel?

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

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

Yes No (If no, explain why) _____

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

Yes No (If no, explain why) _____

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

Yes No (If no, explain why) _____

Section 4 – MBE Participation

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

%

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

Yes No (If no, explain why) _____

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

%

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

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

Yes No (If no, explain why) _____

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

Yes No

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

Section 5 – TO Change Management

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

Yes No (If no, explain why) _____

B) Does the change management procedure include the following?

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

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

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

C) Have any change orders been executed?

Yes No

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

D) Is the change management procedure being followed?

Yes No **(If no, explain why)** _____

ATTACHMENT 13 – LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

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

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature & Date: _____

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
