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

**MARYLAND STATE DEPARTMENT OF EDUCATION (MSDE)
RACE TO THE TOP (RTTT) AND
MARYLAND LONGITUDINAL DATA SYSTEMS (MLDS)
PERSONNEL SUPPORT SERVICES**

**CATS II TORFP PROJECT NUMBER
R00B9200195**

WEDNESDAY, DECEMBER 12, 2012

Minority business enterprises are encouraged to respond to this solicitation.

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RTTT AND MLDS PROJECT PERSONNEL SUPPORT SERVICES**

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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 Name:	Race to the Top (RTTT) and Maryland Longitudinal Data Systems (MLDS) Personnel Support Services
Functional Area:	Functional Area 10 IT Management Consulting Services
TORFP Issue Date:	December 12, 2012
Closing Date and Time:	Tuesday, January 15, 2013 No later than 2:00 PM EST
TORFP Issuing Office:	Maryland State Department of Education (MSDE)
Send Proposals / Questions to:	Dorothy Richburg - drichburg@msde.state.md.us No later than 2:00 PM Wednesday, November 12, 2011
TO Procurement Officer	Dorothy Richburg Office Phone Number: 410-767-0628 Office FAX Number: 410 -333-2017
TO Manager:	Beth Perlman Chief Information Officer Office Phone Number: 410-767-8101 Office FAX Number: 410-333-2017
Project Number:	R00B9200195
TO Type:	Time & Material
Period of Performance:	Up to Sixteen Months (Not to exceed 5/31/2014) at sole discretion of MSDE
MBE Goal:	25%
Small Business Reserve (SBR):	No
Primary Place of Performance:	Maryland State Department of Education 200 West Baltimore Street Baltimore, MD 21201
State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:	Telephones and workstations will be provided as needed.
TO Pre-Proposal Conference:	Maryland State Department of Education Tuesday, December 18, 2012 @ 11:30 AM 200 West Baltimore Street, 8 th Floor, CR 1 Baltimore, MD 21201 For directions, see Attachment 5

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

NAME OF COMPANY:

ADDRESS OF COMPANY:

FAX NUMBER:

E-Mail ADDRESS:

MINORITY BUSINESS ENTERPRISE (MBE): YES _____ NO _____

EXPECTED NUMBER OF ATTENDEES:

NAME OF PRIMARY CONTACT FOR
PURPOSES OF SENDING INFORMATION:

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

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

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

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

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

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

___ Other (specify)

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. _____

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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 TO Agreement. See Section 2.12 for information on change orders.

The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement. This includes administrative functions, including issuing direction to the TO Contractor; 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/within scope completion of the Scope of Work (SOW).

1.2 TO AGREEMENT

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

1.3 TO PROPOSAL SUBMISSIONS

Proposals shall be submitted electronically to the Procurement Officer and email address shown in the Key Information Summary Sheet. The TO Procurement Officer will not accept submissions after the date and exact closing time as stated in the Key Information Summary Sheet. The time will be the local MSDE system time stamp on the incoming email as received by the Procurement Officer. Time stamps on outgoing email from Master Contractors shall not be accepted. Emails should not exceed 5MB.

The response to this TORFP must be submitted as three separate emails as follows:

Email #1: Technical Proposal

- Subject line: “CATS II TORFP #R00B9200195” – Technical Proposal
- Attach the Technical Proposal (TORFP Attachment 10) as a single .PDF file to this email.

Email #2: Price Proposal

- Subject line: “CATS II TORFP #R00B9200195” – Price Proposal
- Attach the Price Proposal (TORFP Attachment 1) as a single .PDF file to this email. Include the three price sheets (base year, option year one, and option year two) in the single .PDF attachment.

Email #3: Proposal Attachments

- Subject line: “CATS II TORFP #R00B9200195” – Proposal Attachments
- Attach the signed *Conflict of Interest and Disclosure Affidavit* (TORFP Attachment 3) in .PDF format
- Attach the signed *Non-Disclosure Agreement (Master Contractor)* (TORFP Attachment 7) in .PDF format
- Attach the signed *Living Wage Affidavit* (Attachment I to the CATS II Master Contract RFP)

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1.4 ORAL PRESENTATIONS/INTERVIEWS

Master Contractors and proposed staff may 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. Oral presentations may occur within one week after the proposal due date.

1.5 CONFLICT OF INTEREST

The TO Contractor(s) awarded the TO Agreement shall provide services for MSDE or component programs with the agency, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit and Disclosure form included as Attachment 3 to this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

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

1.6 NON-DISCLOSURE AGREEMENT

Certain State documentation may be available for potential Master Contractors to review in a controlled, secure environment. Master Contractors who submit proposals, and those who wish to review such documentation before proposal submission, are required to sign a Non-Disclosure Agreement – Master Contractor (TORFP Attachment 7). Please contact the Procurement Officer for further information.

In addition, the TO Contractor awarded the TO Agreement may have access to certain State documentation in order to fulfill the requirements of the TO Agreement. The awarded TO Contractor management staff, employees and agents to be given such access are required to sign a Non-Disclosure Agreement – TO Contractor (TORFP Attachment 8).

1.7 LIMITATION OF LIABILITY CEILING

Pursuant to Section 27(C) of the CATS II Master Contract, the limitation of liability ceiling is hereby set as follows: Contractor's liabilities per claim under this TORFP shall not exceed the total TO Agreement amount.

1.8 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

The Department of Information Technology (DoIT) will be performing 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 TOs are subject to review.

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SECTION 2 - SCOPE OF WORK

2.1 PURPOSE, AGENCY INFORMATION, AND BACKGROUND

2.1.1 PURPOSE

MSDE is issuing this CATS II TORFP to obtain up to seventy-four resources to support The Race to the Top Program and Maryland Longitudinal Data System. MSDE reserves the right to make multiple awards to Master Contractors. MSDE also reserves the right to award a Master Contractor for fewer resources than proposed.

Master Contractors may propose labor categories for one, several or all of the “roles” listed in Section 2.2 but may only propose one resume per resource.

Given the sensitivity of data associated with this project, the TO Contractor personnel assigned to this project must comply with the requirements of CATS II RFP Section 2.4.3.2 and sign non-disclosure agreements as described in Section 1.6 above.

2.1.2 TO RESPONSIBILITY DEFINITIONS

- A) **TO Procurement Officer** - The MSDE staff person named in the Key Information Summary Sheet responsible for managing the procurement process resulting in a TO Agreement for project personnel.
- B) **TO Manager** - The TO Manager for this procurement will be the Branch Chief for the Division of Accountability, Assessment and Data Systems. The Branch Chief is responsible for overseeing the work required under the TO Agreement and approval of deliverables;
- C) **TO Contractor** - A Master Contractor awarded a TO Agreement for TO Project Personnel. The TO Contractor(s) shall provide the project personnel and shall report to the TO Manager.
- D) **TO Project Personnel** - The personnel assigned by the TO Contractor(s) for staffing services according to this TORFP, reporting to the TO Manager.

2.1.3 REQUESTING AGENCY INFORMATION

MSDE is a State agency that was established in 1916, and is overseen by The State Board of Education, to provide for the “general care and supervision of public education” in Maryland. MDSE is currently made up of 16 Divisions that oversee, develop, and support the delivery of PreK-12 education through 24 county schools systems.

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2.2 REQUESTING AGENCY INFORMATION

MSDE exemplifies energetic leadership and innovative products and services to improve public education, library services, and rehabilitation services. The Agency has receives funds from the US Department of Education and other entities to implement educational reforms in Maryland and improve the collection and dissemination of information on school and student performance.

2.3 PROJECT BACKGROUND

MSDE is over-seeing the development and integration of over 18 new education data systems, collections and assurance reporting systems for the Race to the Top (RTTT) grant, P12 LDS grant, Maryland Longitudinal Data Center P20 system and State-Stat. The design, development, and integration of these new, and existing systems, requires a unique set of information technology design and development leadership, inter-agency collaboration facilitation and oversight, and IT development skills, as well as extensive educational and IT technical subject matter expertise.

2.2 RESOURCE REQUIREMENTS

The TO Contractor(s) shall provide qualified resources for the following CATS II Labor Categories at up to the quantity defined roles (only one resume per Master Contractor per Labor Category):

1. Labor Category 2 – Project Manager – up to 2 resources; one resource to fill the role of technical project manager for data center operations coordinator (may submit 1 resume); one resource to fill the role of project coordinator for a variety of COTS projects (may submit 1 resume per position type).
2. Labor Category 4 - Subject Matter Expert - up to 2 resources to fill the roles of business analysts - (may submit up 1 resume)
3. Labor Category 10 – Applications Programmer– up to 10 resources to fill the roles of Oracle Jdeveloper, (3) Informatica ETL developer, SAS developer, (4) OBIEE, or Oracle APEX developer – (may submit up to 1 resume per position type)
4. Labor Category 22 - Senior Database Management Specialist – up to 2 resources fill the roles of Oracle MS-SQL Server, 11g database and Oracle GIS Spatial DBAs (may submit up to 2 resumes)
5. Labor Category 38 - Senior Information Technology Architect– 1 resource to design and develop data models and database structures (may submit up to 1 resumes)
6. Labor Category 46 - Junior Help Desk Specialist – 1 resource to staff help desk (may submit up to 1 resume)
7. Labor Category 47 - Systems Administrator – 1 resource for Linux systems administration (may submit up to 1 resume)
8. Labor Category 48 - Senior Computer Security Systems Specialist – up to 3 resources to implement and manage Oracle OAAM and IDM 11g R2 security software (may submit up to 2 resumes)

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9. Labor Category 59 - Internet/intranet Site Developer Senior – up to 2 resources to fill the roles of Oracle Web Center 11g Portal developer, Oracle 11g Portal developer and Oracle Contentment Management Portal developer (may submit up to 1 resume)
10. Labor Category 64 Systems Design Architect – 1 resource to fill the role of technical project lead for development of two data warehouses (may submit up to 1 resume)
11. Labor Category 81 Senior Network Engineer – 1 resources to fill the role to design and implement new network infrastructure (may submit up to 1 resumes)
12. Labor Category 27 Testing Specialist - up to 4 resources to fill the role to design and execute IT software tests and evaluating results to ensure compliance with applicable regulations (may submit up to 2 resumes)

MSDE requires resources to be available within three weeks upon Notice to Proceed.

The Master Contractor shall propose appropriate CATS II Master Contract labor categories to fulfill one or more of the required roles above. Master Contractors may propose only those labor categories for which they are approved under the CATS II Master Contract and for which maximum labor rates were provided.

2.3 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

2.3.1 PROJECT MANAGER (Labor Category 2)

The Project Manager is assigned to manage the implementation of a new hosted data center with associated operations procedures and upgrades. Performs day-to-day management of the project, identifies issues and risks and recommends possible issue and risk mitigation strategies associated with the project. Acts as a facilitator between a State agency and IT contractor. Is responsible for ensuring that work performed under TOs is within scope, consistent with requirements, and delivered on time and on budget. Identifies critical paths, tasks, dates, testing, and acceptance criteria.

2.3.2 SUBJECT MATTER EXPERT (Labor Category 4)

Provide Subject Matter Expert (SME) in the area of K12 and P20 application requirements. The SME will work with the Division of Accountability and Assessment's Race to the Top (RTTT) and P-12LDS project team, MSDE Divisions, and Maryland LEAs to identify, design, and develop educational business accountability and performance metrics, reports, and dashboards which support specific areas listed below.

2.3.3 APPLICATIONS PROGRAMMER (Labor Category 10)

Analyzes functional business applications and design specifications for functional areas and develops software code to meet business requirements. Translates detailed design specifications into computer software; tests, debugs, and refines the computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Enhances software to reduce operating time or improve efficiency. Provides technical direction to programmers as required to ensure program deadlines are met. Each resource must have skills in at least one of the following products:

- Oracle Jdeveloper (current release)
- Informatica ETL (current release)
- Oracle APEX (current release)
- SAS (current release)

2.3.4 SENIOR DATABASE MANAGEMENT SPECIALIST (Labor Category 22)

The Senior Database Management Specialist assists in preparing setup and system operations requirements for databases and associated server software, and implementing databases, monitoring software, security software, MDM systems, Batch programs, and data transfers to support RTTT/MLDS projects in DAADS. This role will also manage a variety of Oracle databases and data repositories.

2.3.5 SENIOR INFORMATION TECHNOLOGY ARCHITECT – (Labor Category 38)

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

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2.3.6 JUNIOR HELP DESK SPECIALIST (Labor Category 46)

The Help Desk Specialist will support the day to day operation of the MSDE helpdesk activities. The resource will provide tier 1 support of end-user applications via on-line and/or the telephone. Responsibilities include; answering Service Desk calls and logging each call into a Service Desk system; assess each problem and assist in resolving or escalating the issue; assist in developing training materials that will be used in conducting webinars, and workshops for end user training; provide technical training on all functions of the system

2.3.7 SYSTEM ADMINISTRATOR (Labor Category 47)

The Linux Red Hat and Windows system OS DELL server administrator installs and patches operating systems, monitors and coordinate all data system operations, including security procedures, and liaison with end users. Ensures that necessary system backups are performed and storage and rotation of backups is accomplished. Monitors and maintain records of system performance and capacity to arrange vendor services or other actions for reconfiguration and anticipate requirements for system expansion. Assist managers to monitor and comply with State data security requirements.

2.3.8 SENIOR COMPUTER SECURITY SYSTEMS SPECIALISTS (Labor Category 48)

Analyzes and defines security requirements for Multilevel Security (MLS) issues. Designs, develops, engineers, and implements solutions to MLS requirements. Responsible for the implementation and development of the MLS. Gathers and organizes technical information about an organization's mission goals and needs, existing security products, and ongoing programs in the MLS arena. Performs risk analyses, which also include risk assessment. Provides daily supervision and direction to staff. Must have at least 4 years experience installing and setting configurations for Oracle OAAM and IDM projects for access management, strong authentication, Federation, and single sign on.

2.3.9 INTERNET/INTRANET SITE DEVELOPER SENIOR (Labor Category 59)

These resources will design, implement and maintain web-based applications and portals that provide educators in Maryland with access to a variety of online and face-to-face professional development tools that will help them develop their individual professional development plans, and provide opportunities for educators to collaborate online. Responsibilities include ability to: translate application requirements into the design of complex web sites using APEX, Oracle Web Center, Oracle 11g portal, Oracle content Portal. and Jdeveloper 11g versions; work collaboratively with other RTTT project teams to define and prepare portal requirement documents; develop technical and conceptual designs in accordance with RTTT portal requirements.

2.3.10 SYSTEMS DESIGN ARCHITECT (Labor Category 64)

Oversee the day to day technical design and development of a software development team of ETL, Portal, APEX, Jdeveloper, and OBIEE applications developers building two data warehouses and implementing schemas, and a master data management solution. Must have at least 8 years experience with design and development of hybrid data warehouses in an Oracle database, master data management systems, GIS, and with Oracle OBIEE reporting environments. Responsibilities include;

1. Assigns work assignments/tasks based upon the project schedule and priorities.
2. Prepares status reports
3. Design, create and implement appropriate technical documentation.
4. Analyze complex K12 and P20 education accountability and performance reporting and data storage requirements with end users and developers,

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5. Prepare specifications that support the creation of K12 and P20 data structures, KPIs, dashboard development in Oracle 11g, OBIEE, and implementation of a master data management system
6. Create data structures for relational, star schemas, and data marts schemas
7. Design and define the system operations specifications and solutions.
8. Assure maximum utilization of existing hardware, software and personal resources.
9. Establish and implement operational procedures and practices.
10. Develop long range plans and goals for performance.

2.3.11 SENIOR NETWORK ENGINEER (Labor Category 81)

The Network Engineer is to support the network infrastructure at MSDE. Research, design, and implement networking infrastructure to support MSDE and co-located hosted environments, gateways, firewalls, routers, and network bandwidth. Develop requirements for configuration of development, testing, staging and production environments under RTTT/MLDS grants. Must have at least six years experience with CISCO, EMC, Nexxus, etc.

1. Perform complex design, engineering, implementation, and maintenance of the RTTT Local Area Network and/or Wide Area Network, and/or security infrastructure,
2. Size enterprise servers and bandwidth
3. Analyze network topologies.
4. Review and validate capacity projections and requirements for all relevant RTTT initiatives,
5. Coordinate the implementation of approved network designs, and the deployment and configuration of all enterprise systems as specified by MSDE,
6. Develop and maintain network architecture diagrams of RTTT network environments and/or security hardware and software deployed across the various RTTT environments,
7. Perform root cause and incident analysis on all outages, and define mitigation action to prevent reoccurrence.
8. Troubleshoot connectivity and security issues.
9. Research and recommend enterprise hardware, operating systems and supportive software.

2.3.12 TESTING SPECIALIST (Labor Category 27)

The testing specialist should be capable of designing and executing IT software tests and evaluating results to ensure compliance with applicable regulations. Must prepare test scripts and required test documentations. Need to understand educational business accountability, performance metrics, reports, and dashboards to validate them. Will work closely with developers and Business analysts. Reviews test results and evaluates for conformance to design.

2.4 PERFORMANCE EVALUATION AND STANDARDS

2.4.1 PERFORMANCE RATINGS FOR PROJECT PERSONNEL

As requested, the TO Contractor shall send to the TO Manager a **Performance Evaluation Form (PEF)** (TORFP Attachment 6) for each individual resource. The TO Contractor shall fill out the top section of the PEF only. The TO Manager shall assess the performance of each individual resource based on the quality of work delivered as required in Section 2.3. The TO Manager shall fill out the “Project Personnel Performance Rating” section of the PEF and return it to the TO Contractor for invoicing purposes. In the event of poor or non-performance by project personnel, resulting in unsatisfactory ratings, payment may be withheld pending the outcome of the mitigation procedures described in TORFP Section 2.4.2.

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2.4.2 MITIGATION PROCEDURES FOR UNSATISFACTORY PERFORMANCE

At any time during the task order should the Project Personnel exhibit unsatisfactory work performance as per a Project Personnel Performance Rating of “unsatisfactory” for any of the rating areas, as determined by the TO Manager, MSDE may pursue the following mitigation procedures prior to requesting a replacement employee:

- A) The TO Manager shall document performance issues and give written notice to the TO Contractor(s), clearly describing problems and delineating remediation requirement(s).
- B) The TO Contractor(s) shall respond with a written remediation plan within three business days and implement plan immediately upon written acceptance by the TO Manager.
- C) Should performance issues persist, the TO Manager may give written notice or request the immediate removal of the person(s) whose performance is at issue, and determine whether a substitution is required. Substitutions must have equal or better qualifications compared to the incumbent as determined by MSDE.

2.5 WORK HOURS

The TO Contractor’s assigned personnel must be available to work between the hours of 7:00 AM and 6:00 PM Monday through Friday except for State holidays.

Services may also involve some evening and/or weekend hours in addition to core business-day hours. Additional weekly hours in excess of 40 hours must be approved in writing and in advance by the TO Manager and shall be billed at the proposed regular hourly rate.

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

2.6 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor staff dedicated to this project 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 staff 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 www.doit.maryland.gov. Select “Contractor” and “IT” Policies, Standards and Guidelines”; these may include, but are not limited to:

- A) The nine project management knowledge areas in the Project Management Institute’s (PMI’s) Project Management Body of Knowledge (PMBOK). The TO Contractor shall follow the project management methodologies that are consistent with the most recent edition of the PMBOK Guide. TO Contractor’s staff and sub Contractors are to follow a consistent methodology for all TO activities
- B) The State’s System Development Life Cycle (SDLC) methodology at: www.DoIT.maryland.gov - keyword: SDLC.
- C) The State’s IT Security Policy and Standards at: www.DoIT.maryland.gov. - keyword: Security Policy.
- D) The State’s IT Project Oversight at: www.DoIT.maryland.gov. - keyword: IT Project Oversight.
- E) The State of Maryland Enterprise Architecture at www.DoIT.maryland.gov. - keyword: MTAF (Maryland Technical Architecture Framework).

2.7 TO CONTRACTOR PROPOSED PERSONNEL MINIMUM QUALIFICATIONS

Proposed personnel must meet the minimum qualifications below for their proposed role. For minimum requirements, see CATS II Labor Category.

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Personnel who do not meet minimum qualifications shall not be further evaluated (TORFP Section 4.2).

2.7.1 PROJECT MANAGER (LABOR CATEGORY 2)

The preferred candidate will meet the following criteria:

1. EDUCATION – BS REQUIRED, WITH MS PREFERRED.
2. Minimum of five (5) years' experience with managing data center operations; or minimum of five (5) years' experience managing COTS implementations.
3. Minimum of five (5) years' experience designing and implementing networks, storage, backup systems, security, and help desks.
4. Minimum of five (5) years' experience managing technical staff such as software developers or operations staff and DBAs
5. Minimum of five (5) years' experience implementing operations procedures for software systems.

2.7.2 SUBJECT MATTER EXPERT (LABOR CATEGORY 4)

The preferred candidate will meet the following criteria:

1. EDUCATION – BS REQUIRED, WITH MS PREFERRED.
2. Minimum of one (1) years experience with K12 education requirements and experience with LEAs.
3. Minimum of (2) years' experience implementing and documenting software applications and business intelligence dashboards.
4. Minimum of four (4) years performing business analysis work and preparing SLDS documents.
5. Minimum of (2) years' experience working with end-users to define requirements must know RAD and JAD techniques.
6. Communication Skills: Fluent in oral and written communications

2.7.3 APPLICATIONS PROGRAMMER (LABOR CATEGORY 10)

The preferred candidate will meet the following criteria:

1. EDUCATION - BS in Computer Science required or related field.
2. Must be skilled in one of the following technologies to apply;
 - Minimum of two years verifiable experience developing BI Publisher reports llg; and/or
 - Minimum of four years' experience with Informatica ETL code development current version; and/or
 - Minimum of four years experience with OBIEE; and/or
 - Minimum of four years' experience with APEX development current version; and/or
 - Minimum of four years' experience with Jdeveloper current version; and/or
 - Minimum of four years' experience with SAS current version.

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2.7.4 SENIOR DATABASE MANAGEMENT SPECIALIST (Labor Category 22)

The preferred candidate will meet the following criteria:

1. EDUCATION - BS in Computer Science required or related field.
2. Communication Skills: Possess excellent oral and written communication skills
3. Four or more years experience with ability to install/upgrade/migrate Oracle 11g Database software and applications including weblogic server, OBIEE, Oracle Spatial, IDM, OAAM, Webcenter Port, Web Content Portal, Grid Control 12c
4. Four or more years experience with ability to read ERD and dimensional models and translate into table structures, keys, indexes
5. Four or more years experience with ability to read and write SQL and PL/SQL code
6. Ability to use Enterprise Manager to monitor system performance
7. Four or more years experience with ability to write batch programs and use the alerts and scheduler features of Enterprise Manager to create automatic monitoring and management processes
8. Four or more years experience with ability open, close, copy, import and export databases.
9. Four or more years experience with ability to identify and tune both OS and Oracle SAG
10. Four or more years experience with ability to Backup and recover the database using RMAN and Goldengate
11. Four or more years experience with ability to setup and perform snapshots and replication
12. Four or more years experience with ability to setup and manage RAC
13. Minimum of two year experience with manage and monitor LOGS

2.7.5 INFORMATION TECHNOLOGY ARCHITECT (Labor Category 38)

The preferred candidate will meet the following criteria;

1. Five or more years experience providing expertise in the most current principles and practices of architecture data management systems and experience in large system designs, and with data modeling in the information management arena.
2. Five or more years experience providing expertise in modeling and organizing information to facilitate support of projects or information architectures.
3. Five or more years experience providing guidance on how and what to data and process model. .
4. Five or more years experience with developing models using 3N form, and star schemas for hybrid data warehouses
5. Five or more years experience working with Informatica
6. Five or more years experience working with EWRIN modeling tools
7. A Five or more years experience working with Oracle 10g and 11g databases with partitioning.

2.7.6 JUNIOR HELP DESK SPECIALIST (Labor Category 46)

The preferred candidate will meet the following criteria:

1. Education – AS required, BS preferred in Computer Science, Information Systems or related field.
2. A minimum of two (2) years experience in a Help Desk environment OR any equivalent combination of training and experience which provides the required knowledge, skills, and abilities.

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3. In depth knowledge and understanding of Help Desk tools, processes and applications.
4. Experience providing support to end users via the phone and/or remote (e.g. web ex, remote desk top)
5. Communication Skills: Possess excellent oral and written communication skills

2.7.7 SYSTEMS ADMINISTRATOR (LABOR CATEGORY 47)

The preferred candidate will meet the following criteria:

1. EDUCATION – BS, MS preferred
2. Minimum of five (5) years' experience with Oracle and MS SQL Server databases
3. Minimum of five (5) years experience with Linux administration on DELL platforms performing OS installs, monitoring, error resolution, and patching.
4. Minimum of five (5) years' experience with installing and managing VMware

2.7.8 SENIOR COMPUTER SECURITY SYSTEMS SPECIALISTS (Labor Category 48)

The preferred candidate will meet the following criteria:

1. EDUCATION – BS required,
2. Must have at least four (4) years' of experience working with project management tools and reporting systems.
3. Must have at least four (4) years' experience with Oracle OAAM and IDM product installations and setups for access manager, OAAM, single sign-on, and federated security with AD and LDAP.
4. One (1) years' experience with Oracle Business Intelligence Enterprise suite SSO integration
5. One (1) years' experience with Oracle Portal suite and content management SSO integration
6. Communication Skills: Possess excellent oral and written communication skills.

2.7.9 INTERNET/INTRANET SITE DEVELOPER SENIOR (Labor Category 59)

The preferred candidate will meet the following criteria:

1. EDUCATION – Bachelor's Degree
2. A minimum of three (3) years of object oriented software development experience designing, building and deploying custom application solutions required.
3. At least five (5) years designing and implementing web portals using standard development languages, technologies, and development methods including: HTML, SQL, and Java
4. At least four (4) years of experience conducting software requirements mapping; application configuration and testing; and application interface design & testing.
5. At least four (4) years' experience with Jdeveloper, ADF and Oracle Webcenter Portal current versions, or Jdeveloper, ADF, and Oracle Content management system customization current versions
6. Communication Skills: Possess excellent oral and written communication skills.

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2.7.10 SYSTEMS DESIGN ARCHITECT (Labor Category 64)

The preferred candidate will meet the following criteria:

1. Education - BS in computer science.
2. At least five (5) years of experience designing and developing data warehousing database star schemas, 3N data forms using Oracle 10 g and 11g databases and OBIEE.
2. Assigns work assignments/tasks to development staff based upon the project schedule and work priorities.
3. Designs, creates and implement appropriate technical documentation.
4. Analyze complex K12 and P20 education accountability and performance reporting and data storage requirements with end users and developers,
5. Prepare specifications that support the creation of K12 and P20 data structures, KPI measures development, and dashboard design for OBIEE and Oracle 11g
6. Reports project status to PMO or project director
7. Creates data structures for relational, star schemas, and data marts schemas
8. Assure maximum utilization of existing hardware, software and personal resources.
9. Establish and implement operational procedures and practices.
10. Develop long range plans and goals for performance.

2.7.11 NETWORK ENGINEER (Labor Category 82)

The preferred candidate will meet the following criteria:

1. EDUCATION – BS REQUIRED IN INFORMATION TECHNOLOGY OR RELATED FIELD. MASTERS DEGREE PREFERRED
2. At least five (5) years' experience in the design, deployment, and support of Local Area Networks, Wide Area Networks, and Virtual Private Network infrastructures.
3. At least five (5) years' experience with industry standard network appliances (switches, routers and controllers) with demonstrated experience with all common transport and routing protocols.
4. A minimum of eight (8) years' experience working in large complex network environments, two (2) of which should have been spent in an architectural or design capacity.
5. Possess proper communication skills, both verbal and non-verbal.
6. Expert knowledge of Microsoft Visio Professional (2010 preferred).
7. At least four (4) years' experience with Network management, server management, security management, firewall management, and database management experience required.
8. Cisco Certified Network or Design Professional (CCNP), (CCDP) preferred.
9. At least four (4) years' experience working with VMware environments.

2.7.12 TESTING SPECIALIST (Labor Category 27)

The preferred candidate will meet the following criteria:

1. Education – BS in (Computer Science/Information systems/Engineering & Business) required. A Masters is preferred
2. Minimum of (1) year experience with K-12 education requirements and experience with LEA's
3. Minimum of (2) years experience in preparing test scripts and all required test documentation.

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4. Minimum of (2) years experience in writing basic SQL scripts to write the database queries to test the data loads and dashboard validations.
5. Minimum of (2) years experience in working with end-users to understand the requirements and validating them.
6. Minimum of (1) year experience with OBIEE tool to validate the dashboards and reports.
7. Communication Skills: Fluent in oral and written communications.

2.8 TO CONTRACTOR REQUIRED EXPERTISE

The TO Contractor shall be capable of providing personnel with the required education and experience described in Section 2.7 above and in the CATS II Master Contract for each proposed labor category. The TO Contractor shall describe in its proposal the processes by which it will provide, and as needed substitute with equal or better, personnel either from in-house or through strategic alliances with other firms. The TO Contractor shall propose only staff who are available at the time of proposal submission.

2.9 SUBSTITUTION OF PERSONNEL

Each selected TO Contractor shall abide by the substitution of personnel requirements in the CATS II Master Contract, Section 2.9.6.

2.10 UNSATISFACTORY PERFORMANCE OF PERSONNEL

In the event that MSDE is dissatisfied with the TO Contractor's personnel for poor or non-performance, the TO Contractor personnel may be removed at the TO Manager's discretion. Both parties will be in full communication as to the nature of the dissatisfaction and mitigation efforts included in Section 2.4.2. Replacement personnel must have qualifications equal to or greater than that of the non-performing person initially proposed and evaluated and accepted in the TO Agreement. The TO Manager will determine the amount of time the TO Contractor has to provide a replacement.

2.11 INVOICING

The TO Contractor(s) shall send to the TO Manager a PEF (TOFRP Attachment 6) at monthly intervals for each individual resource. Approval of the PEF by the TO Manager is subject to monthly performance ratings indicated on the PEF and mitigation procedures described in Section 2.4.2. The TO Contractor shall submit PEFs as MS Word documents by email. Following the return of the PEF indicating "Acceptable" and signed by the TO Manager, the TO Contractor(s) shall submit a proper invoice for the resource in accordance with the procedures in Section 2.11.1. The invoice must be accompanied by a copy of the executed PEF or payment shall be withheld.

One monthly invoice may cover multiple resources, but a separate PEF is required for each employee.

Payments to the TO Contractor also shall be governed by the terms and conditions defined in the CATS II Master Contract. TO Contractor shall invoice and receive payment for actual hours worked only. Upon verification and acceptance of the proper invoices by the TO Manager, payment will be made to the TO Contractor.

2.11.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the MSDE as the TO Requesting Agency and indicate – "RTTT & MLDS," the associated TO Agreement number and purchase order number, invoice date, period of performance covered by the invoice, daily labor hours for personnel with supporting documentation,

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the invoice dollar amount consistent with the Price Proposal Form (Attachment 1), the TO Contractor's Federal Employer Identification Number, and a point of contact with telephone number.

- B) The TO Contractor shall send the original of each invoice along with a copy of the approved Consultant Work Log for each resource covered by the invoice. The last invoice submitted under the TO Agreement shall be clearly marked as "FINAL" and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.12 CHANGE ORDERS

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

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SECTION 3- TO 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 your 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. The TO Proposal shall provide the following:

3.2.1 The technical portion of the TO Proposal shall include:

A. Proposed Services

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

B. Proposed Personnel

Identify and provide resumes for all proposed personnel by labor category.

1. Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in Section 2.9.
2. Complete and provide with the technical proposal, Attachment 4 – Labor Classification Personnel Resume Summary.
3. Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TOA.

C. Subcontractors

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

D. Master Contractor and Subcontractor Experience and Capabilities

1. Provide three (3) examples of work assignments that the proposed personnel have completed that were similar in scope to the one defined in this TORFP. Each of the three (3) examples, to be provided at the interview, must include a current reference complete with the following:
 - a. Name of organization.
 - b. Name, title, and telephone number of point-of-contact for the reference.
 - c. Type and duration of contract(s) supporting the reference.
 - d. The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
 - e. Whether the proposed personnel are still providing these services and, if not, an explanation of why services are no longer provided to the client organization.

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2. State of Maryland Experience: The Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
 - a. The State contracting entity,
 - b. A brief description of the services/goods provided,
 - c. The dollar value of the contract,
 - d. The term of the contract,
 - e. Whether the contract was terminated prior to the specified original contract termination date,
 - f. Whether any available renewal option was not exercised,
 - g. The State employee contact person (name, title, telephone number and e-mail address).

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

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

E. State Assistance

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

F. Confidentiality

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

3.2.2 The financial response of the TO Proposal shall include:

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal).
- B) Attachments 1 and 1A - Completed Financial Proposal with fully loaded labor rates. Proposed rates are fully loaded and should not to exceed the rates defined in the Master Contract.

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SECTION 4 - PROCEDURE FOR AWARDING A TASK ORDER AGREEMENT

4.1 EVALUATION CRITERIA

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

4.2 TECHNICAL CRITERIA

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

- A. A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
- B. Contractor Experience and Capabilities
- C. Qualifications of Key Personnel experience required in Section 3.2.1.B.
- D. Hosting Proposal

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. Master Contractor proposals that fail to meet the minimum qualifications will be deemed not reasonably susceptible for award, i.e., disqualified and their proposals eliminated from further consideration.
- B. TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- C. The State will conduct interviews of all personnel proposed in each TO Proposal that meets minimum qualifications.
- D. Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- E. The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit has greater weight than price.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

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

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**ATTACHMENT 1 – PRICE PROPOSAL
PRICE PROPOSAL FOR CATS II TORFP #R00B9200195
LABOR CATEGORIES**

Rates listed should be fully loaded rates. THIS FORM SHALL NOT BE ALTERED

LABOR CATEGORY 2	NAME OF RESOURCE	A	B	C
		Fully Loaded Hourly Labor Rate	ESTIMATED Class Hours Annually	Total Proposed CATS II TORFP Price
Base Period One – NTP through May 31, 2014				
Technical Project Manager		\$	2720	\$
TOTAL FOR BASE PERIOD				\$

LABOR CATEGORY 2	NAME OF RESOURCE	A	B	C
		Fully Loaded Hourly Labor Rate	ESTIMATED Class Hours Annually	Total Proposed CATS II TORFP Price
Base Period One – NTP through May 31, 2014				
Project Manager (Coordinator)		\$	2720	\$
TOTAL FOR BASE PERIOD				\$

LABOR CATEGORY 4	NAME OF RESOURCE	A	B	C
		Fully Loaded Hourly Labor Rate	ESTIMATED Class Hours Annually	Total Proposed CATS II TORFP Price
Base Period One – NTP through May 31, 2014				
Subject Matter Expert		\$	2720	\$
TOTAL FOR BASE PERIOD				\$

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LABOR CATEGORY 10	NAME OF RESOURCE	A	B	C
		Fully Loaded Hourly Labor Rate	ESTIMATED Class Hours Annually	Total Proposed CATS II TORFP Price
Base Period One – NTP through May 31, 2014				
Application Programmer		\$	2720	\$
Application Programmer		\$	2720	\$
Application Programmer		\$	2720	\$
Application Programmer		\$	2720	\$
Application Programmer		\$	2720	\$
TOTAL FOR BASE PERIOD				\$

LABOR CATEGORY 22	NAME OF RESOURCE	A	B	C
		Fully Loaded Hourly Labor Rate	ESTIMATED Class Hours Annually	Total Proposed CATS II TORFP Price
Base Period One – NTP through May 31, 2014				
Senior Database Management Specialist		\$	2720	\$
Senior Database Management Specialist		\$	2720	\$
TOTAL FOR BASE PERIOD				\$

LABOR CATEGORY 38	NAME OF RESOURCE	A	B	C
		Fully Loaded Hourly Labor Rate	ESTIMATED Class Hours Annually	Total Proposed CATS II TORFP Price
Base Period One – NTP through May 31, 2014				
Senior Information Technology Architect		\$	2720	\$
TOTAL FOR BASE PERIOD				\$

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LABOR CATEGORY 46	NAME OF RESOURCE	A	B	C
		Fully Loaded Hourly Labor Rate	ESTIMATED Class Hours Annually	Total Proposed CATS II TORFP Price
Base Period One – NTP through May 31, 2014				
	Junior Help Desk Specialist	\$	2720	\$
TOTAL FOR BASE PERIOD				\$

LABOR CATEGORY 47	NAME OF RESOURCE	A	B	C
		Fully Loaded Hourly Labor Rate	ESTIMATED Class Hours Annually	Total Proposed CATS II TORFP Price
Base Period One – NTP through May 31, 2014				
	Systems Administrator	\$	2720	\$
TOTAL FOR BASE PERIOD				\$

LABOR CATEGORY 48	NAME OF RESOURCE	A	B	C
		Fully Loaded Hourly Labor Rate	ESTIMATED Class Hours Annually	Total Proposed CATS II TORFP Price
Base Period One – NTP through May 31, 2014				
	Senior Computer Security Systems Specialist	\$	2720	\$
	Senior Computer Security Systems Specialist	\$	2720	\$
TOTAL FOR BASE PERIOD				\$

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LABOR CATEGORY 59	NAME OF RESOURCE	A	B	C
		Fully Loaded Hourly Labor Rate	ESTIMATED Class Hours Annually	Total Proposed CATS II TORFP Price
Base Period One – NTP through May 31, 2014				
Internet/Intranet Site Developer Senior		\$	2720	\$
TOTAL FOR BASE PERIOD				\$

LABOR CATEGORY 64	NAME OF RESOURCE	A	B	C
		Fully Loaded Hourly Labor Rate	ESTIMATED Class Hours Annually	Total Proposed CATS II TORFP Price
Base Period One – NTP through May 31, 2014				
Systems Design Architect		\$	2720	\$
TOTAL FOR BASE PERIOD				\$

LABOR CATEGORY 81	NAME OF RESOURCE	A	B	C
		Fully Loaded Hourly Labor Rate	ESTIMATED Class Hours Annually	Total Proposed CATS II TORFP Price
Base Period One – NTP through May 31, 2014				
Senior Network Engineer		\$	2720	\$
TOTAL FOR BASE PERIOD				\$

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LABOR CATEGORY 27	NAME OF RESOURCE	A	B	C
		Fully Loaded Hourly Labor Rate	ESTIMATED Class Hours Annually	Total Proposed CATS II TORFP Price
Base Period One – NTP through May 31, 2014				
Testing Specialist				
Testing Specialist		\$	2720	\$
TOTAL FOR BASE PERIOD				\$

VENDOR'S NAME _____

ADDRESS _____

CITY, STATE AND ZIP CODE _____

TELEPHONE NO. _____ FAX NO. _____

FIN _____ DUNS NO _____

EMAIL ADDRESS _____

SIGNATURE _____

PRINTED NAME _____

TITLE _____ DATE _____

The attached price proposal Exhibit A is hereby expressly incorporated and made part of this contract. 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 Department of Information Technology (DoIT) 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 Contract.

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

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**ATTACHMENT 2 - TASK ORDER AGREEMENTCATS II TORFP OF MASTER CONTRACT
060B9800035**

This Task Order Agreement (“TO Agreement”) is made this ___ day of _____, 2013 by and between MASTER CONTRACTOR and the STATE OF MARYLAND (Maryland State Department of Education)

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 Maryland State Department of Education, as identified in the CATS II TORFP #R00B9200195
 - b. “CATS TORFP” means the Task Order Request for Proposals _____, issued on _____, including any addenda.
 - c. “Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and MASTER CONTRACTOR, dated June 1, 2009.
 - d. “TO Procurement Officer” means the individual named in the Key Information Summary Sheet. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. “TO Agreement” means this signed TO Agreement between the Maryland Department of Information Technology and MASTER 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 supersede the Master Contract.

 - 2.2. The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS II TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are 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:

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- a. The TO Agreement,
- b. Exhibit A – CATS II TORFP #R00B9200162
- c. Exhibit B – TO Proposal-Technical
- d. Exhibit C – TO Proposal-Price

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 the 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 upon receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of one base period of up to sixteen months, commencing on the date of Notice to Proceed and terminating on May 31, 2014.

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 \$..... (maximum amount of task order). Any work performed by the TO Contractor in excess 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 in Section 2 of the CATS II TORFP, but no later than thirty (30) days after the Agency's receipt of a proper invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

**CATS II TORFP NUMBER – R00B9201195
RTTT AND MLDS PROJECT PERSONNEL SUPPORT SERVICES**

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

TO CONTRACTOR

(INSERT COMPANY NAME)

Signed: Type or Print TO Contractor POC

Date

Signature

Witness

STATE OF MARYLAND

**MARYLAND STATE DEPARTMENT OF
EDUCATION**

Albert Annan
BY: Albert Annan, TO Procurement Officer

Date

Signature

Witness

**CATS II TORFP NUMBER – R00B9201195
RTTT AND MLDS PROJECT PERSONNEL SUPPORT SERVICES**

ATTACHMENT 3 - 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, Master Contractor, 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 Master Contractor 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 Master Contractor agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Master Contractor 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 Master Contractor 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 TECHNICAL RESPONSE

**CATS II TORFP NUMBER – R00B9201195
RTTT AND MLDS PROJECT PERSONNEL SUPPORT SERVICES**

ATTACHMENT 4 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the CATS II Master Contract RFP #060B9800035.
2. Only labor categories proposed in the Master Contractor's Technical Proposal for the CATS II Master Contract 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 for that labor category.
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 4
LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY
(CONTINUED)**

TO Contractor Name:	How does the proposed individual meet each requirement?
Proposed Candidate Name:	
LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)	
Duties: (Insert the Duties description from the CATS II RFP from section 2.10 for the applicable labor category.)	
Education: (Insert the Education description from the CATS II RFP from section 2.10 for the applicable labor category.)	
General Experience: (Insert the General Experience 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:

TO Contractor Representative:

Signature _____ Date

Proposed Individual:

Signature _____ Date

**SUBMIT WITH TO RESPONSE
SIGNATURE REQUIRED WITH THE RESPONSE**

ATTACHMENT 5 - DIRECTIONS TO THE PRE-PROPOSAL CONFERENCE

The Pre-Proposal Conference will be held:

Tuesday, December 18, 2012 @ 11:30 AM

Maryland State Department of Education

8th Floor, CR 1

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 6- PERFORMANCE EVALUATION FORM (PEF)
(The TO Contractor shall submit one PEF when requested for each employee)

Evaluation Month & Year:
Employee Name:
Role (TORFP Section 2.3):
Labor Category:

TO Contractor Name:
TO Contractor Contact:
MSDE TO Manager:

TO Requesting Agency: MSDE

TO Agreement Name: RTTT & MLDS Project Personnel Support Services
TO Agreement #: R00B9200162

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

PROJECT PERSONNEL PERFORMANCE RATING*

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

*Project Personnel should maintain a “Satisfactory” rating for each performance area. For any unsatisfactory ratings, the TO Manager may invoke the Mitigation Procedures for Unsatisfactory Performance as defined in Section 2.4.2 of TORFP. The TO Manager also may indicate “rejected” below and withhold payment pending employee performance mitigation or employee substitution.

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

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

OTHER COMMENTS:

 TO Manager Signature

 Date Signed

ATTACHMENT 7 - NON-DISCLOSURE AGREEMENT (MASTER CONTRACTOR)

This Non-Disclosure Agreement (the "Agreement") is made this ____ day of _____ 2012, by and between _____ (hereinafter referred to as "the MASTER CONTRACTOR ") and the State of Maryland (hereinafter referred to as " the State").

MASTER CONTRACTOR warrants and represents that it intends to submit a TO Proposal in response to CATS II TORFP #R00B9200162 RTTT & MLDS Project Personnel Support Services. In order for the MASTER CONTRACTOR to submit a TO Proposal, it will be necessary for the State to provide the MASTER CONTRACTOR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in Section 1.6 of the TORFP, MASTER CONTRACTOR agrees as follows:

1. MASTER CONTRACTOR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.6, except in connection with the preparation of it's TO Proposal.
2. Each employee or agent of the MASTER CONTRACTOR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the MASTER CONTRACTOR shall provide originals of such executed Agreements to the State. Each employee or agent of the MASTER CONTRACTOR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the MASTER CONTRACTOR.
3. MASTER CONTRACTOR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the MASTER CONTRACTOR does not submit a Proposal, the MASTER CONTRACTOR shall return the Confidential Information to the Department of Information Technology on or before the due date for Proposals.
4. MASTER CONTRACTOR 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 MASTER CONTRACTOR'S failure to comply with the requirements of this Agreement. The MASTER CONTRACTOR 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 MASTER CONTRACTOR or any employee or agent of the MASTER CONTRACTOR to comply with the requirements of this Agreement, MASTER CONTRACTOR and such employees and agents of MASTER CONTRACTOR 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. MASTER CONTRACTOR 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. MASTER CONTRACTOR 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 MASTER CONTRACTOR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the MASTER CONTRACTOR 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.

MASTER CONTRACTOR COMPANY NAME:

REPRESENTATIVE'S NAME (Print or Type):

TITLE:

SIGNATURE: _____

DATE: _____

SUBMIT AS REQUIRED IN SECTION 1.6 OF THE TORFP

ATTACHMENT 7 - 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 #R00B9200162 for RTTT & MLDS Project Personnel Support Services. 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 referenced above, OFFEROR agrees as follows:

OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received, except in connection with the preparation of its TO Proposal. 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.

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, Maryland State Department of Education, on or before the due date for Proposals.

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.

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.

This Agreement shall be governed by the laws of the State of Maryland.

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.

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

EXHIBIT A – NON DISCLOSURE AGREEMENT (TO CONTRACTOR)

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

Printed Name and Address
of Employee or Agent

Signature

Date

_____(Add rows as needed)

ATTACHMENT 9 – TO CONTRACTOR SELF-REPORTING CHECKLIST

The Maryland State Department of Education is requesting that within two (2) weeks of receipt, the TO Contractor complete and submit this checklist for the TO listed below to the MSDE TO Manager. All sections are to be completed. TO Contractors may attach supporting documentation as needed.

TO Number	
TO Title	
TO Requesting Agency	
TO Contractor	
TO Contractor Contact	
TO Contractor Contact Phone Number	
Section 1 – Deliverable to Invoice	
A) Does the TORFP link payments to distinct, defined deliverables with acceptance criteria? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, complete B and C below. If no, skip to Section 2.)	
B) Are the invoice amounts the same as the corresponding deliverable amounts listed in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, please explain why)	
C) Is the deliverable acceptance process defined in the TORFP followed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, please explain what process is followed)	
Section 2 – Materials and Labor Rate to Invoice	
A) Are material costs charged to the TO Requesting Agency as pass-through costs (no TO Contractor markup)? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, please explain why)	
B) Are the labor rates charged to the TO Requesting Agency the same or less than the rates proposed in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, please explain why)	
C) Are timesheets and/or associated supporting documents provided with the invoices? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, please explain why)	
Section 3 – Substitution of Personnel	
A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, complete B through D below. If no, skip to Section 4.)	
B) Was each substitution requested in writing? Yes <input type="checkbox"/> No <input type="checkbox"/>	
C) Does each of the accepted substitutes possess equivalent or better education, experience and qualifications than the personnel being replaced? Yes <input type="checkbox"/> No <input type="checkbox"/>	
D) Were each of the substitutes approved by the TO Manager in writing? Yes <input type="checkbox"/> No <input type="checkbox"/>	

Section 4 – MBE Participation

A) What is the MBE goal that the TO Contractor agreed to meet for this TORFP? __% (If none, skip to Section 5.)

B) Are the MBE reports (D-5 and D-6) submitted monthly? Yes No (If no, please explain why)

C) What is the MBE participation to date (i.e., amount paid to MBE sub-contractor divided by total TO value)? \$

D) Is the MBE participation to date consistent with the planned MBE participation at this stage of the project? Yes No (If no, please explain including any corrective action being taken.)

E) Does the TO Contractor anticipate any difficulty in achieving the MBE goal?
Yes No (If yes, please explain including any corrective action being taken.)

Section 5 – Change Management

A) Is there a formal Change Management Plan for this TO? Yes No (If no, skip remaining questions)

B) Does the Change Management Plan contain the following?

Yes No A written change management procedure.

Yes No A change management procedure that includes change description, justification, and impact analysis on cost, scope, schedule, risk and quality (i.e., meeting TORFP requirements).

Yes No An established body (e.g., Change Control Board, steering committee, management team, etc.) charged with reviewing/approving/declining changes.

C) Have any Change Orders been executed? Yes No (If Yes, please indicate the anticipated impact on time, cost and/or scope.)

D) Is the change management procedure being followed? Yes No

**EXHIBIT TO SOLICITATION
STATE OF MARYLAND
DEPARTMENT OF EDUCATION
MINORITY BUSINESS ENTERPRISE PARTICIPATION**

PURPOSE

Contractor shall structure its procedures for the performance of the work required in this contract to attempt to achieve the minority business enterprise (MBE) goal stated in the Invitation for Bids or Request for Proposals. MBE performance must be in accordance with this Exhibit, as authorized by Code of Maryland Regulations (COMAR) 21.11.03. Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Exhibit.

MBE Goals and Sub Goals

An MBE subcontract participation goal of 25 percent of the total contract dollar amount has been established for this procurement. By submitting a response to this solicitation, the bidder or offeror agrees that this percentage of the total dollar amount of the contract will be performed by certified minority business enterprises.

OR

An overall MBE subcontract participation goal of _____ percent of the total contract dollar amount has been established for this procurement. This percentage of the total dollar amount includes:

A sub goal of _____ percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as -owned businesses.

A sub goal of _____ percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as -owned businesses.

A sub goal of _____ percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as -owned businesses.

The sub goal balance of _____ percent of the total contract dollar amount to be allocated to other certified minority business enterprises. Refer to section 5.14.1 and Exhibit D-1.

By submitting a response to this solicitation, the bidder or offeror agrees that these percentages of the total dollar amounts of the contract will be performed by certified minority business enterprises as specified.

- ◆ A prime contractor — including an MBE prime contractor — must accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors.
- ◆ A prime contractor comprising a joint venture that includes MBE partner(s) must accomplish the MBE subcontract goal with certified MBE subcontractors.

SOLICITATION AND CONTRACT FORMATION

A bidder or offeror must include with its bid or offer a completed *Certified MBE Utilization and Fair Solicitation Affidavit (Exhibit D-1)* whereby:

- (1) the bidder or offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.
- (2) the bidder or offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of submission. The bidder or offeror shall specify the percentage of contract value and the items of work associated with each MBE subcontractor identified on the MBE Participation Schedule.

If a bidder or offeror fails to submit Exhibit D-1 with the bid or offer as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer.

- (1) **Outreach Efforts Compliance Statement** (Exhibit D-2)
- (2) **Subcontractor Project Participation Statement** (Exhibit D-3)
- (3) If the apparent awardee believes a waiver (in whole or in part) of the overall MBE goal or of any sub goal is necessary, it must submit a fully documented waiver request that complies with COMAR 21.11.03.11. (Exhibit D-6)
- (4) Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal. (Exhibit D-6)

If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

CONTRACT ADMINISTRATION REQUIREMENTS

Contractor shall:

- 1 Submit monthly to the Department a report listing any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made.
- 2 Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the Department a report that identifies the prime contract and lists all payments received from Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices.
- 3 Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
- 4 Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the contract.
- 5 At the option of the procurement agency, upon completion of the contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

EXHIBITS

- A. Certified MBE Utilization and Fair Solicitation Affidavit (must be submitted with bid or offer)
- B. Outreach Efforts Compliance Statement (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)
- C. Subcontractor Project Participation Statement (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)

EXHIBIT D-1
MDOT Certified MBE Utilization and Fair Solicitation Affidavit
(submit with bid or offer)

This document **MUST BE** included with the bid or offer. If the Bidder or Offeror fails to complete and submit this form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

In conjunction with the bid or offer submitted in response to Solicitation No. R00R, I affirm the following:

1. I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of _____ percent and, if specified in the solicitation, the following sub goals (complete for only those sub goals that apply):

_____ percent African American _____ percent Asian American
_____ percent Hispanic American _____ percent Woman-Owned

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

OR

I conclude that I am unable to achieve the MBE participation goal and/or sub goals. I hereby request a waiver, in whole or in part, of the overall goal and/or sub goals. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.03.11 (refer to Exhibit D-6).

2. ***I understand that if I am notified that I am the apparent awardee, I must submit the following additional 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 (EXHIBIT D-2)
- (b) Subcontractor Project Participation Certification (EXHIBIT D-3)
- (c) Any other documentation, including waiver documentation, if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal. (Exhibit D-6)

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

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.

4. Set forth below are the (i) certified MBEs I intend to use and (ii) the percentage of the total contract amount allocated to each MBE for this project and the items of work each MBE will provide under the contract. I hereby affirm that the MBE firms are only providing those items of work for which they are MDOT certified.

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

List Information For Each Certified MBE Subcontractor On This Project

Minority Firm Name	MBE Certification Number

Identify the Applicable Certification Category (<i>For Dually Certified Firms, Check Only One Certification Category</i>)	
<input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other	
Percentage of Total Contract Value to be provided by this MBE:	%
Description of Work to Be Performed:	
Minority Firm Name	MBE Certification Number

Identify the Applicable Certification Category (<i>For Dually Certified Firms, Check Only One Certification Category</i>)	
<input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other	
Percentage of Total Contract Value to be provided by this MBE:	%
Description of Work to Be Performed:	
Minority Firm Name	MBE Certification Number

Identify the Applicable Certification Category (<i>For Dually Certified Firms, Check Only One Certification Category</i>)	
<input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other	
Percentage of Total Contract Value to be provided by this MBE:	%
Description of Work to Be Performed:	

Minority Firm Name

MBE Certification Number

Identify the Applicable Certification Category (*For Dually Certified Firms, Check Only One Certification Category*)

- African American Asian American Hispanic American Woman-Owned
 Other

Percentage of Total Contract Value to be provided by this MBE: %

Description of Work to Be Performed:

Continue on a separate page, if needed.

SUMMARY

Total <i>African American</i> MBE Participation:	%	
Total <i>Asian American</i> MBE Participation:	%	%
Total <i>Hispanic American</i> MBE Participation:	%	
Total <i>Woman-Owned</i> MBE Participation:	%	
Total <i>Other</i> Participation	%	
Total All MBE Participation:	%	

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

Bidder/Offeror Name
(PLEASE PRINT OR TYPE)

Signature of Affiant

Name:
Title:
Date:

EXHIBIT D-2
Outreach Efforts Compliance Statement

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

In conjunction with the bid or offer submitted in response to Solicitation No. R00R _____ ,
Bidder/Offeror states following:

1. Bidder/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 MDOT certified MBEs for these subcontract opportunities.
3. Bidder/Offeror made the following attempts to contact personally the solicited MDOT certified MBEs.
4. Select ONE of the following:
 - a. This project does not involve bonding requirements.

OR

 - b. Bidder/Offeror assisted MDOT certified MBEs to fulfill or seek waiver of bonding requirements (*describe efforts*).
5. Select ONE of the following:
 - a. Bidder/Offeror did/did not attend the pre-bid/proposal conference.

OR

 - b. No pre-bid/proposal conference was held.

Bidder/Offeror Printed Name _____ By: _____
Signature

Address _____ Title _____

City/State/Zip _____ Date _____

EXHIBIT D-3

Subcontractor Project Participation Certification

Please complete and submit one form for each MDOT certified MBE listed on Exhibit D-1 within 10 working days of notification of apparent award.

(prime contractor) has entered into a contract with (subcontractor) to provide services in connection with the Solicitation No. described below.

Prime Contractor Address and Phone	Project Description
Project Number	Total Contract Amount \$
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	

The undersigned Prime Contractor and Subcontractor hereby certify and agree that they have fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority business enterprise in its bid or proposal;
- (2) fail to notify the certified minority business enterprise before execution of the contract of its inclusion of the bid or proposal;
- (3) fail to use the certified minority business enterprise in the performance of the contract;
or

- (4) pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

PRIME CONTRACTOR SIGNATURE

SUBCONTRACTOR SIGNATURE

By: _____
Signature

Name, Title

Date

By: _____
Signature

Name, Title

Date

EXHIBIT D-4
Minority Business Enterprise Participation
Prime Contractor Unpaid MBE Invoice Report

Report #: Reporting Period (Month/Year): Report is due by the 10th of the following month the services were performed. Note: This form is to be completed monthly by each MBE Contractor.	Contract #: Contracting Unit: Contract Amount: MBE Subcontract Amt: Project Begin Date: Project End Date: Services Provided:
---	--

Prime Contractor:		Contact Person:																															
Address:																																	
City:		State:	ZIP:																														
Phone:	FAX:	E-Mail:																															
Subcontractor Name:		Contact Person:																															
Phone:	FAX:	E-Mail:																															
Subcontractor Services Provided:																																	
List all payments made to MBE subcontractor named above during this reporting period: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 25%; text-align: center;"><u>Invoice#</u></th> <th style="width: 25%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td colspan="3" style="padding-top: 10px;">Total Dollars Paid: \$</td> </tr> </tbody> </table>			<u>Invoice#</u>	<u>Amount</u>	1.			2.			3.			Total Dollars Paid: \$			List dates and amounts of any outstanding invoices: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 25%; text-align: center;"><u>Invoice#</u></th> <th style="width: 25%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td colspan="3" style="padding-top: 10px;">Total Dollars Unpaid: \$</td> </tr> </tbody> </table>			<u>Invoice#</u>	<u>Amount</u>	1.			2.			3.			Total Dollars Unpaid: \$		
	<u>Invoice#</u>	<u>Amount</u>																															
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1.																																	
2.																																	
3.																																	
Total Dollars Unpaid: \$																																	

****If more than one MBE subcontractor is used for this contract, please use separate D-4 forms.**

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

Contact Person: June Dwyer Dept.: <u>Department of Education</u> Address: <u>200 West Baltimore Street,</u> <u>Baltimore, MD 21201</u> Email: <u>jdwyer@msde.state.md.us</u>
--

Signature: _____ Date: _____

EXHIBIT D-5
 MINORITY BUSINESS ENTERPRISE PARTICIPATION
 SUBCONTRACTOR PAID/UNPAID MBE INVOICE REPORT

Report#: Reporting Period (Month/Year): Report is due by the 10th of the following month the services were performed. Note: This form is to be completed monthly by each MBE subcontractor.	Contract #: Contracting Unit: Contract/PO Amount: MBE Subcontract Amount: Project Begin Date: Project End Date: Services Provided:
---	--

MBE Subcontractor Name:																															
MDOT Certification #:																															
Contact Person:																															
Address:																															
City:	State:	ZIP:																													
Phone:	Fax:	E-Mail:																													
Subcontractor Services Provided:																															
List all payments received from Prime Contractor during reporting period indicated above. <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:5%;"></th> <th style="width:40%; text-align: center;"><u>Invoice Amt</u></th> <th style="width:55%; text-align: center;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td>Total Dollars Paid: \$</td> <td></td> <td></td> </tr> </tbody> </table>		<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			Total Dollars Paid: \$			List dates and amounts of any unpaid invoices over 30 days old. <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:5%;"></th> <th style="width:40%; text-align: center;"><u>Invoice Amt</u></th> <th style="width:55%; text-align: center;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td>Total Dollars Unpaid: \$</td> <td></td> <td></td> </tr> </tbody> </table>		<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			Total Dollars Unpaid: \$		
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3.																															
Total Dollars Unpaid: \$																															
Prime Contractor:		Contact Person:																													

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

Contact Person: June Dwyer Dept.: <u>Department of Education</u> Address: <u>200 West Baltimore Street,</u> <u>Baltimore, MS 21201</u> Email: <u>jdwyer@msde.state.md.us</u>
--

Signature: _____ Date: _____

Exhibit D-6
MBE WAIVER FORM
 REFER TO COMAR 21.11.03.11

An overall MBE subcontract participation goal of _____ percent of the total contract dollar amount has been established for this procurement.

- A sub goal of _____ percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as _____ - owned businesses.
- A sub goal of _____ percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as _____ -owned businesses.
- A sub goal of _____ percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as _____ - owned businesses.

A. I certify that I am unable to achieve the contract goal for each MBE classification specified as having a subcontract goal or the overall MBE contract goal and that I have made every reasonable effort to meet the overall MBE goal with other MBE classifications.

(1) Detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBE's:

(attach another sheet if necessary)

(2) Detailed statement of the efforts made to contact and negotiate with certified MBE's:

(attach another sheet if necessary)

(a) List of MBE's contacted:

NAME of MBE	ADDRESS OF MBE	TELEPHONE NUMBER	CLASSIFICATION OF MBE	DATE CONTACTED

(attach another sheet if necessary)

Exhibit D-6
MBE WAIVER FORM
REFER TO COMAR 21.11.03.11

(b) Description of information provided to certified MBE's regarding plans, specifications, and anticipated time schedule for portions of the work to be performed:

(attach another sheet if necessary)

(3) Detailed reasons explaining why subcontract quotation or offer was deemed not acceptable:

(attach another sheet if necessary)

(4) List of certified MBE's, listed by classification if applicable, found to be unavailable. (MBE unavailability verification form must be attached).

Certified MBE	MBE Classification

(5) Record of compliance with outreach efforts required under Regulation 21.11.03.09C(2)(a)-(e):

(attach another sheet if necessary)

Exhibit D-6
MBE WAIVER FORM
REFER TO COMAR 21.11.03.11

Signature Page

Contractor:

Signed by _____

Date

Title

Approval

Signature of Procurement Officer _____

Date

Signature of MBE Liaison _____

Date

Additional Signatures as required below

Signature _____
Agency

Date

Signature _____
Agency

Date

Signature _____
Agency

Date

Signature _____
Agency

Date

**EXHIBIT D-6
MBE WAIVER FORM
MBE UNAVAILABILITY VERIFICATION FORM**

REFER TO COMAR 21.11.03.11(4)

I certify that I have been contacted regarding this solicitation and that I am unable to perform the work described or I am unavailable to perform the work during the specified contract time.

Contractor:

(Signature)

(Date)

(Printed Name)

(Title)

I, _____ certify that the MBE Contractor that was contacted refused to give written verification of their unavailability and that every attempt was made to obtain this verification.

(Signature)

(Date)

(Title)