

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



**MARYLAND STATE DEPARTMENT OF EDUCATION (MSDE)**

**SOLICITATION NUMBER R00B0600006**

**EDUCATION DATA WAREHOUSE SUPPORT AND  
MAINTENANCE**

**ISSUE DATE: DECEMBER 5, 2019**

**NOTICE TO OFFERORS**

A Prospective Offeror that has received this document from a source other than eMarylandMarketplace Advantage (eMMA) <https://procurement.maryland.gov/> should register on eMMA. See **Section 4.2**.

**MINORITY BUSINESS ENTERPRISES ARE ENCOURAGED TO  
RESPOND TO THIS SOLICITATION.**

**MARYLAND STATE DEPARTMENT OF EDUCATION (MSDE)**  
**KEY INFORMATION SUMMARY SHEET**

<b>Solicitation Title:</b>	Education Data Warehouse Support and Maintenance
<b>Solicitation Number (TORFP#):</b>	R00B0600006
<b>Functional Area:</b>	Functional Area 5 - Software Engineering
<b>TORFP Issue Date:</b>	December 5, 2019
<b>TORFP Issuing Office:</b>	Maryland State Department of Education (MSDE or the "Department")
<b>Department Location:</b>	Nancy S. Grasmick State Education Building 200 West Baltimore Street Baltimore, MD 21201
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<b>TO Proposals are to be sent to:</b>	<a href="mailto:Jenna.Meinl1@maryland.gov">Jenna.Meinl1@maryland.gov</a>
<b>TO Pre-proposal Conference:</b>	<del>December 17, 2019 at 10 AM Local Time</del> <b>January 3, 2020 at 10 AM 1 PM Local Time</b> Nancy S. Grasmick State Education Building 200 West Baltimore Street, 8 <sup>th</sup> floor Room 3 Baltimore, MD 21201 See <b>Attachment A</b> for instructions
<b>TO Proposals Due (Closing) Date and Time:</b>	<del>January 13, 2020 by 2 PM Local Time</del> <b>January 20, 2020 January 23, 2020 by 2 PM Local Time</b> Offerors are reminded that a completed Feedback Form is requested if a no-bid decision is made (see <b>Section 5</b> ).
<b>MBE Subcontracting Goal:</b>	0%

<b>VSBE Subcontracting Goal:</b>	0  %
<b>Task Order Type:</b>	Time and Materials
<b>Task Order Duration:</b>	Five (5) year base period with no option periods, commencing from the NTP
<b>Primary Place of Performance:</b>	MSDE 200 West Baltimore Street Baltimore, MD 21201
<b>SBR Designation:</b>	No
<b>Federal Funding:</b>	Yes
<b>Questions Due Date and Time</b>	January 3 <b>10</b> , 2020 by 4 PM Local Time

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## 1 Minimum Qualifications

### 1.1 Offeror Personnel Minimum Qualifications

Offeror Personnel shall meet the following minimum qualification criteria to be eligible for consideration in the evaluation of this TORFP:

Proposed Personnel experience starting dates and ending dates must be clearly identified for each applicable minimum requirement.

- 1.1.1.1 Architect, Information Technology (Senior) – reference CATS+ Master Contract RFP Section 2.10.16
- 1.1.1.2 Project Manager – reference CATS+ Master Contract RFP Section 2.10.95

Meets the identified labor category description as described in **CATS + RFP Section 2.10** (<http://doit.maryland.gov/contracts/Documents/CATSPlus2016/060B2490023-2016CATSPlus2016RFP.pdf>).

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## 2 TO Contractor Requirements: Scope of Work

### 2.1 Summary Statement

- 2.1.1 The Maryland State Department of Education (MSDE) is issuing this CATS+ TORFP to acquire the services of two (2) resources: (1) a Senior Information Technology Architect Data Warehouse (DWH) Data Modeler and (2) a Project Manager. This TORFP will be awarded to one Master Contractor who will provide the services of these resources. The Senior Information Technology Architect DWH Data Modeler and Project Manager shall work with the Division of Assessment, Accountability and Information Technology (DAAIT). The Senior Information Technology Architect DWH Data Modeler shall support and maintain the existing MSDE Education Data Warehouse (EDW) to meet Federal and State compliance reporting. The Project Manager shall manage the work performed under the Task Order and identify issues and risks. The Project Manager shall make recommendations for possible issues and risk mitigation strategies and ensures the work performed under the Task Order is within scope, consistent with requirements and delivered on time and on budget.
- 2.1.2 MSDE intends to award this Task Order (TO) to one (1) Master Contractor that proposes a team of resources and a Staffing Plan that can best satisfy the Task Order requirements.
- 2.1.3 Master Contractors are advised that, should a solicitation or other competitive award be initiated as a result of activity or recommendations arising from this Task Order, the Offeror awarded this Task Order may not be eligible to compete if such activity constitutes assisting in the drafting of specifications, requirement, or design thereof.
- 2.1.4 A Task Order award does not assure a TO Contractor that it will receive all State business under the Task Order.

### 2.2 Background and Purpose

The 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. The MSDE is currently made up of Divisions that oversee, develop, and support the delivery of education and educational services to early childhood, Pre-Kindergarten through grade 12 through 24 Local School Systems.

This Task Order Request for Proposals (TORFP) is being issued by the MSDE’s DAAIT. DAAIT is responsible for overseeing the collaborative effort of several divisions within MSDE and Local School Systems (LSS) to develop, administer, score, and report on key student assessments and educational outcomes. DAAIT produces the Annual School Report Card and Report Card website that provides accountability performance information for the state, Local School Systems and schools, and maintains the EDW containing data from Local School Systems. Information on the annual School Report Cards and Report Card website is produced from the MSDE’s EDW. The information in the EDW is also retrieved and used in analysis and requests from the legislature, the public, and other MSDE stakeholders.

The MSDE has assumed a progressive stance in the collection, validation and reporting of education accountability data. The State established its first Educational Data Warehouse (EDW) in 1999 and today strives to achieve the ten essential elements and fundamentals for PreK-12 longitudinal data systems established by the Data Quality Campaign, see [www.dataqualitycampaign.org](http://www.dataqualitycampaign.org) for additional information on the ten essential requirements.

With the increase in reporting requirements for Federal and State longitudinal student data, the MSDE is moving forward to increase the kinds of student data collected and analyzed. The enhanced data collection and reporting will meet new federal reporting requirements, and help Local School Systems design curriculums that ready students to meet their post-secondary goals.

The objective of this TORFP is to acquire the services of two resources: a Senior Information Technology Architect Data Warehouse (DWH) Data Modeler and a Project Manager.

The Senior Information Technology Architect DWH Data Modeler and Project Manager shall work with the Division of Assessment, Accountability and Information Technology (DAAIT). The Senior Information Technology Architect DWH Data Modeler shall support and maintain the existing MSDE EDW to meet federal and State compliance reporting. The Project Manager shall manage the work performed under the Task Order and identify issues and risks. The Project Manager shall make recommendations for possible issues and risk mitigation strategies and ensures the work performed under the Task Order is within scope, consistent with requirements and delivered on time and on budget.

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

#### **2.2.1 Current Environment**

The Education Data Warehouse (EDW) is a distributed, multi-tier data warehouse. The databases are hosted in a multi-server Dell environment. Education data is loaded to Oracle and SQL Server databases via Informatica. Reporting and data analysis are performed using COGNOS 11 and SAS.

#### **2.2.2 Existing Hardware**

- A. Virtualized servers are Dell R900 – 64 bit
- B. Operating System is Windows 2012 64 bit
- C. Network TCP/IP
- D. Storage Dell/NetApp SAN

#### **2.2.3 Existing Software**

- A. Erwin Data Modeler
- B. Informatica 9.1
- C. SQL
- D. PL/SQL
- E. Toad
- F. SQL Developer

#### **2.2.4 Existing Reporting**

- A. COGNOS 11.3
- B. SAS 10

#### **2.2.5 State Staff and Roles**

- A. In addition to the TO Manager, the State will provide MSDE Accountability and Reporting staff to support the technical and business deliverables produced during this TO.

- B. The MSDE support staff is approximately 20 full-time employees (FTEs) and contractors:
- a. Director, MSDE Accountability and Data Systems (TO Manager)
  - b. Program Manager, Data Collections
  - c. Program Manager, Data Reporting
  - d. Program Manager, Research, Evaluation and Data Use
  - e. Data Management Coordinator
  - f. Education Program Specialists (5)
  - g. SAS Programmers (2)
  - h. Oracle Programmers (2)
  - i. Computer Systems Analyst
  - j. IT Quality Assurance
  - k. Database Administrator
  - l. MD K12 Report Card/Web Data Collection System Project Manager

#### **2.2.6 Other State Responsibilities**

- A. The State will provide normal office working facilities. The State is responsible for providing required information, data, documentation, and test data to facilitate the TO Contractor's performance of the work, and will provide such additional assistance and services.

### **2.3 Responsibilities and Tasks**

The Information Technology, Architect (Senior) will primarily serve as the MSDE Education Data Warehouse Data Modeler and be responsible for the 24/7 support and maintenance of the EDW in the Operations & Maintenance Phase of the System Development Life Cycle (SDLC).

Critical responsibilities include, but are not limited to:

- Data Modeling
- Knowledge of Federal and State Academic Accountability reporting requirements
- Data Programming
- Database Management

#### **2.3.1 Architect, Information Technology (Senior) Responsibilities and Tasks**

The TO Contractor resource shall:

- 2.3.1.1 Supply expertise in modeling and organizing information to facilitate support of projects or information architectures utilizing the most current principles and practices of architecture data management systems.
- 2.3.1.2 Perform the role of both a designer and architect dealing with state-of-the-art technologies, databases, reporting systems, and Extract, Transform and Load (ETL) software.
- 2.3.1.3 Provide on-site and off-site technical support/troubleshooting; software upgrades, and enhancements to the following applications, systems and programs:
  - a) Maryland Comprehensive Assessment Program (MCAP)
  - b) Alternate Maryland Comprehensive Assessment Program (AltMCAP)
  - c) College Readiness Assessments (College Board, PSAT, AP, ACT)
  - d) Teacher Qualifications
  - e) Student attendance and enrollment
  - f) Student Services Information
  - g) English Learner Information
  - h) School Improvement Rewards and Recognition
  - i) Annual and Long Term Targets as part of the Every Student Succeeds Act
  - j) English Language Proficiency Assessment Program (Access 2.0)
  - k) Student Course and Grade Information
  - l) Race/Ethnicity/Gender Taxonomies
  - m) Gifted and Talented students
  - n) Other Factors: Wealth, Expenditures, Staff, and School Day/Year
  - o) High School Completion Information
  - p) Differentiation of Schools as required by the Every Student Succeeds Act
  - q) Graduation and Dropout Information
  - r) College Readiness – SAT, ACT, PSAT, AP assessments
  - s) Standardized Course Codes
  - t) National Clearing House Post Secondary Enrollment

u) Early Childhood Information

### 2.3.2 Project Manager Responsibilities and Tasks

The TO Contractor resource's critical responsibilities shall include, but are not limited to:

- Reporting to the MSDE TO Manager
- Gathering requirements for new enhancements
- Risk and issue management
- Creating, maintaining, storing, and providing project schedules/deliverables

2.3.2.1 Manage the project and the work performed under the Task Order.

2.3.2.2 Identify issues, risks and recommend possible issue and risk mitigation strategies associated with the project.

2.3.2.3 Ensure the work performed under the Task Order is within scope, consistent with requirements and delivered on time and on budget.

### 2.3.3 TO Contractor Responsibilities and Tasks

The TO Contractor shall:

2.3.3.1 Provide qualified staffing and resolve any risks and issues that impact the EDW TO.

2.3.3.2 Meet all TO requirements and deliverables as required by the TO Manager.

### 2.3.4 TO Contractor-Supplied Materials

TO Contractor will provide secure web access and work station (laptop PC) for TO personnel to access the MSDE system.

### 2.3.5 Required Project Policies, Guidelines and Methodologies

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting Information Technology projects, which may be created or changed periodically. Offeror is required to review all applicable links provided below and state compliance in its response.

It is the responsibility of the TO Contractor to ensure adherence and to remain abreast of new or revised laws, regulations, policies, standards and guidelines affecting project execution. These include, but are not limited to:

- A. The State of Maryland System Development Life Cycle (SDLC) methodology at: [www.DoIT.maryland.gov](http://www.DoIT.maryland.gov) - keyword: [SDLC](#);
- B. The State of Maryland Information Technology Security Policy and Standards at: [www.DoIT.maryland.gov](http://www.DoIT.maryland.gov) - keyword: [Security Policy](#);
- C. The State of Maryland Information Technology Non-Visual Standards at: <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>;

- D. The TO Contractor shall follow project management methodologies consistent with the most recent edition of the Project Management Institute's *Project Management Body of Knowledge Guide*; and
- E. TO Contractor Personnel shall follow a consistent methodology for all Task Order activities.

### 2.3.6 Maintenance and Support

Maintenance and support, and TO Contractor's ongoing maintenance and support obligations, are defined as follows:

- C. Maintenance and support commences at the Notice-to-Proceed (NTP) start date. Billing for such maintenance and support shall commence monthly after NTP.
- D. Support shall be provided for multiple releases, e.g. current versions and older versions, still in use by the State.
- E. For the first year and all subsequent Task Order years, the following services shall be provided for the current version and one previous version of any Software provided with the Deliverables, commencing upon the mutually agreed date by the TO Contractor and TO Manager.
  - 1) Error Correction. Upon notice by State of a problem with the Software (which problem can be verified), reasonable efforts to correct or provide a working solution for the problem.
  - 2) Material Defects. TO Contractor shall notify the State of any material errors or defects in the Deliverables known, or made known to Contractor from any source during the life of the Task Order that could cause the production of inaccurate or otherwise materially incorrect results. The TO Contractor shall initiate actions as may be commercially necessary or proper to effect corrections of any such errors or defects.
  - 3) Updates. TO Contractor will provide to the State at no additional charge all new releases and bug fixes (collectively referred to as "Updates") for any software Deliverable developed or published by the TO Contractor and made available to its other customers.

TO Maintenance and Support duties and responsibilities include:

- A. Operational tasks
- B. Activity reporting
- C. TO Manager project requests

#### 2.3.6.1 Technical Support

- A. "Technical Support" means TO Contractor-provided assistance for the services or Solution furnished under this Task Order.
- B. Technical Support shall available during Normal State Business Hours.
- C. The State shall be able to contact a Technical Support team member 24 hours per day, 7 days per week, and 365/366 days per year.
- B. TO Contractor Personnel providing technical support shall be familiar with the State's account.

- C. TO Contractor shall return calls for service of emergency system issues within one (1) hour, during MSDE business hours.
- D. Calls for non-emergency IT service requests will be returned within three (3) hours or immediately the following day if after Normal State Business Hours.
- E. The State shall be provided with information on software problems encountered at other locations, along with the solution to those problems, when relevant to State software.

2.3.6.2 Backup

- A. Perform backups for all application and configurations necessary to restore the application to full operability on suitable hardware. The backup plan shall be determined by the TO Manager and will comply with the State of Maryland DoIT best practices (see <https://doit.maryland.gov/Documents/Maryland%20IT%20Security%20Manual%20v1.2.pdf> ).

**2.4 Deliverables**

**2.4.1 Architect, Information Technology (Senior)** shall support and maintain the existing MSDE EDW to meet Federal and State compliance reporting. The Senior Information Technology Architect DWH Data Modeler shall also carry out assigned duties outlined below but are not limited to:

<b>ID#</b>	<b>Responsibilities</b>	<b>Deliverable ID # From Section 2.4.3 Below</b>
Requirement Analysis 2.4.1.1	Review and document data structures, ETL processes, and data quality routines of the EDW	Report as requested by TO Manager
Requirement Analysis 2.4.1.2	Map, gap, and compare MSDE EDW data structures to national data models to identify areas for modification or improvement	2.4.3.1 Gap Analysis Document with conceptual dimensional models

Requirement Analysis 2.4.1.3	Assist in the preparation of the Component Impact Summary for the eleven data domains to modify data structures, data sources, ETL processes, and quality routines of the EDW	2.4.3.2 Component Impact Summary that lists EDW components that will require changes including data structures, reports, statistical analyses, ETLs, data quality routines, data collection routines
Design 2.4.1.4	Participate with the DAAIT team to analyze and propose new or changes to data structures, ETL programs, transformations, indexes, data staging areas, summary tables, and data quality routine based upon a redesign activities	2.4.3.3 ERD and conceptual dimensional models per data domain to be changed
Design 2.4.1.5	Assist in preparation of Design Change Component Summary for each data domain, for the proposed changes to that domain, for analytics, for data structures for reports, for ETL programs, for transformations, for indexes, for data staging areas, for summary tables, and for data quality routines based upon a redesign activities	2.4.3.4 Functional requirements & Detail Design Specifications for changes for each
Development Planning 2.4.1.6	Assist in the preparation of development and conversion strategies, and documentation for modifying or creating new data structures, ETL programs, transformations, indexes, data staging areas, summary tables, and data quality routine based upon redesign activities	2.4.3.5 Development Approach for each data domain to be changed
Development Planning 2.4.1.7	Develop strategies for data acquisitions, archiving, recovery, and implementation of a reporting database on an enterprise level	2.4.3.5 Development Approach for each data domain to be changed
Development 2.4.1.8	Define, prepare, and develop data sets, Oracle data tables, document data structures, ETL programs, transformations, indexes, data staging areas, summary tables, data quality routines, summary tables, indexes, etc. based upon a redesign activities for each of the data domains as needed for the EDW	2.4.3.6 ETL programs and Maps

Testing Planning 2.4.1.9	Create test plan cases and documentation for each data domain, for the proposed changes to that domain, for its data structures, data, ETL programs, analytics, reports, and data quality routines	2.4.3.7 Test Case Definitions
Testing 2.4.1.10	Assist in testing change cases, and preparing test results, for each data domain, for the proposed changes to that domain, for analytics, reports, and data quality routines.	2.4.3.8 Test Results with Change Request Attachments
Implementation and Conversion 2.4.1.11	Assist in preparing conversion schedules, cut-over procedures, and cut-over component checklists	2.4.3.9 Conversion Schedule Cut-Over Procedures Cut-Over Checklist
Implementation and Conversion 2.4.1.12	Assist in implementation activities.	2.4.3.9 Conversion Schedule Cut-Over Procedures Cut-Over Checklist
Implementation and Conversion 2.4.1.13	Assist in conversion and cut-over procedures to implement changes to data structures, data, ETL programs, and data quality routines and document the results.	2.4.3.9 Conversion Schedule Cut-Over Procedures Cut-Over Checklist
Implementation and Conversion 2.4.1.14	Assist in the quality assurance activities to verify successful conversion before system goes live.	2.4.3.9 Conversion Schedule Cut-Over Procedures Cut-Over Checklist

**2.4.2 Project Manager** shall manage the EDW support and maintenance project and the work performed under the Task Order. The Project Manager shall also carry out assigned duties outlined below:

ID#	Responsibilities	Deliverable ID # From Section 2.4.4 Below
Planning Analysis 2.4.2.1	Develop and maintain the Work Breakdown Structure (WBS) on MSDE EDW activities using a project management tool on a weekly basis.	2.4.4.1 Project Management Plan
Planning Analysis 2.4.2.2	Prepare a Project Management Plan (PMP) document that meets the State SDLC methodology under the Planning Phase. It shall document project scope, tasks, schedules resources and any interrelationships with other projects. The plan shall have a change management section to define the process to address project scope changes.	2.4.4.1 Project Management Plan
Planning Analysis 2.4.2.3	Prepare a Project Schedule. The schedule shall detail the functional units involved, required job tasks, cost and schedule performance measurement, milestone and review scheduling. It shall include a work breakdown structure for the project using a project management tool.	2.4.4.2 Project Schedule
Planning Analysis 2.4.2.4	Revise the PMP at the end of each phase of the SDLC.	2.4.4.1 Project Management Plan
Entire SDLC 2.4.2.5	Attend all meetings between MSDE staff and the TO Contractor. Project Manager shall document and provide meeting minutes to be reviewed and approved by the TO Manager.	2.4.4.3 Meeting Minutes
Monthly Status 2.4.2.6	Prepare a monthly status report for MSDE of the project five (5) business days after the end of each month. The status report shall cover the milestones due that month and any overdue milestones, status of all tasks, new risks identified, scope changes and issues. Issues shall include identification, escalation and	2.4.4.4 Monthly Status Report

Quarterly Status 2.4.2.7	Prepare for the TO Manager a quarterly status report five (5) business days after the end of each calendar quarter.	2.4.4.5 Quarterly Status Report
<b>ID#</b>	<b>Responsibilities</b>	<b>Deliverable ID # From Section 2.4.4 Below</b>
As Needed 2.4.2.8	Manage change control, issues escalation and resolution, schedule, costs, and resources as defined in the Project Management Plan.	2.4.4.6 Change Control Document
Design – Test 2.4.2.9	Ensure appropriate product-related training and documentation are developed and made available to customers through project team meetings.	2.4.4.7 Training Plan Document
Concept 2.4.2.10	Prepare a System Boundary Analysis and Risk Management Plan document that meets the State SDLC methodology under the System Concept Development Phase.	2.4.4.8 System Boundary Analysis Document Risk Management Plan Document

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

**2.4.3 ARCHITECT, IT (SENIOR) DELIVERABLE DESCRIPTIONS & ACCEPTANCE CRITERIA**

<b>Deliverable ID#</b>	<b>Deliverable Description</b>	<b>Acceptance Criteria</b>	<b>Due Date / Frequency</b>
2.4.3.1	Gap Analysis Document with conceptual dimensional models	A MS Word document that shall contain: <ol style="list-style-type: none"> <li>1. Name, date, reporting period</li> <li>2. MSDE EDW data structures</li> <li>3. Areas for modification and/or improvement</li> <li>4. Consistent with industry best practices.</li> </ol>	Annually and as requested by the TO Manager +30 days
2.4.3.2	Change Component Summary that lists EDW components that will require changes including data structures, reports, statistical analyses, ETLs, data quality routines, data collection routines	A MS Word document that shall contain: <ol style="list-style-type: none"> <li>1. Name, date, reporting period</li> <li>2. List each EDW component that needs to be modified including changes to any data structures, reports, statistical analyses, ETLs, data quality routines, data collection routines consistent with industry best practices.</li> </ol>	Annually and as requested by the TO Manager +30 days
2.4.3.3	ERD and conceptual dimensional models per data domain to be changed	ERD and dimensional models produced by modeling tool like Erwin or SQL Developer Data Modeler. Consistent with industry best practices.	Annually and as requested by the TO Manager +30 days

2.4.3.4	Functional Requirements & Detail Design Specifications for changes for each data domain to be changed	A MS Word document that shall contain: <ol style="list-style-type: none"> <li>1. Name, date, reporting period</li> <li>2. functional and technical design specifications for each modification made to each data domain</li> <li>3. Consistent with industry best practices.</li> </ol>	Annually and as requested by the TO Manager +30 days
2.4.3.5	Development Approach for each data domain to be changed	A MS Word document that shall contain: <ol style="list-style-type: none"> <li>1. Name, date, reporting period</li> <li>2. Method taken making modifications to each data domain to be changed.</li> <li>3. Consistent with industry best practices.</li> </ol>	Annually and as requested by the TO Manager +30 days
2.4.3.6	ETL programs ETL scheduler events Data lineage mappings Star schema designs Summary table definitions Staging area table definitions Data Quality routines Conversion routines Index recommendations Surrogate key definitions	A MS Word document that shall contain: <ol style="list-style-type: none"> <li>1. Name, date, reporting period</li> <li>2. Consistent with industry best practices.</li> </ol>	Annually and as requested by the TO Manager +30 days
2.4.3.7	Test Case Definitions	A MS Word document that shall contain: <ol style="list-style-type: none"> <li>1. Name, date, reporting period</li> <li>2. Document test cases</li> <li>3. Used in testing consistent with industry best practices.</li> </ol>	Annually and as requested by the TO Manager +30 days

Deliverable ID#	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.4.3.8	Test Results	A MS Word document that shall contain: <ol style="list-style-type: none"> <li>1. Name, date, reporting period</li> <li>2. Outcome of test cases.</li> <li>3. Any modifications that need to occur based upon testing.</li> <li>4. Consistent with industry best practices.</li> </ol>	Annually and as requested by the TO Manager +30 days
2.4.3.9	Conversion Schedule Cut-Over Procedures Cut- Over Checklist	A MS Word document that shall contain: <ol style="list-style-type: none"> <li>1. Name, date, reporting period</li> <li>2. Conversion schedule</li> <li>3. Cut-over procedures and checklist</li> <li>4. Consistent with industry best practices.</li> </ol>	Annually and as requested by the TO Manager +30 days
2.4.3.10	System goes live and all data structures completed, quality assured and ready for public reporting release of results as documented in the timeline in Appendix A.	Quality data content delivered on time as documented in Appendix A.	Annually and as requested by the TO Manager +30 days
2.4.3.11	All data structures completed, quality assured and ready for federal compliance reporting as documented in the timeline in Appendix B.	Quality data content delivered on time as documented in Appendix B.	Annually and as requested by the TO Manager +30 days

**2.4.4 PROJECT MANAGER DELIVERABLE DESCRIPTIONS & ACCEPTANCE CRITERIA**

<b>Deliverable ID#</b>	<b>Deliverable Description</b>	<b>Acceptance Criteria</b>	<b>Due Date / Frequency</b>
2.4.4.1	Project Management Plan with WBS	A MS Word document that shall contain: <ol style="list-style-type: none"> <li>1. Name, date, reporting period</li> <li>2. Tasks broken down to weekly basis</li> <li>3. Update plan when changes occur</li> <li>4. Consistent with industry best practices</li> </ol>	NTP + 10 Calendar Days. Update on a weekly basis.
2.4.4.2	Project Schedule	A project schedule that details: <ol style="list-style-type: none"> <li>1. Resources involved</li> <li>2. Required job tasks</li> <li>3. cost, schedule, and performance measurement</li> <li>4. Milestone and project deliverables</li> </ol>	NTP + 10 Calendar Days. Updated weekly.
2.4.4.3	Meetings and Meeting minutes	TO Contractor is expected to attend all project planning and review meetings as scheduled on the Project Calendar and prepare a MS Word document that shall contain meeting minutes and include: <ol style="list-style-type: none"> <li>1. Attendees</li> <li>2. Technical meeting notes</li> <li>3. Proposed solutions</li> <li>4. Progress and plans</li> <li>5. Action items</li> <li>6. High-level risks/issues</li> </ol>	2 business days after meeting.

Deliverable ID#	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.4.4.4	Monthly Status Report	<p>Status report, in MS Word, shall cover:</p> <ol style="list-style-type: none"> <li>1. Milestones due that month and any overdue milestones</li> <li>2. Status of all tasks,</li> <li>3. New risks identified</li> <li>4. Scope changes</li> <li>5. Any other project issues</li> </ol> <p>Issues shall include identification, escalation and resolution steps.</p>	Delivered on time by 12:00pm (noon) of 5 <sup>th</sup> day of the following month.
2.4.4.5	Quarterly Status Report	<p>Status report, in MS Word, shall cover:</p> <ol style="list-style-type: none"> <li>1. Milestones due that quarter, any overdue milestones</li> <li>2. Status of all tasks, new risks identified, scope changes</li> <li>3. Other project issues.</li> </ol> <p>Issues shall include identification, escalation and resolution steps.</p>	5 business days after the end of each calendar quarter
2.4.4.6	Change Control Issues Identified	<p>MS Word document to manage change control. Document shall include:</p> <ol style="list-style-type: none"> <li>1. Issues escalation and resolution</li> <li>2. Schedule, costs, and resources as defined in the Project Management Plan.</li> </ol>	Annually and as requested by the TO Manager +30 days

2.4.4.7	Training Plan Document	MS Word document shall list the training performed and the supporting documentation consistent with State's requirements.	Annually and as requested by the TO Manager +30 days
2.4.4.8	Risk Management Plan	MS Word document shall list TO Contractor Risk Management Plan consistent with State's requirements.	Annually and as requested by the TO Manager +30 days

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## 3 TO Contractor Requirements: General

### 3.1 Task Order Initiation Requirements

TO Contractor shall schedule and hold a kickoff meeting within 10 Business Days of NTP Date. At the kickoff, the TO Contractor shall furnish a draft Project Management Plan (reference Deliverable ID 2.4.4.1) describing the activities for the TO Contractor, the State, and any third parties for fully transitioning to the Contractor's Solution.

### 3.2 End of Task Order Transition

3.2.1 The TO Contractor shall provide transition assistance as requested by the State to facilitate the orderly transfer of services to the State or a follow-on contractor, for a period up to 60 days prior to Task Order end date, or the termination thereof. Such transition efforts shall consist, not by way of limitation, of:

- A. Provide additional services and/or support as requested to successfully complete the transition;
- B. Maintain the services called for by the Task Order at the required level of proficiency;
- C. Provide updated System Documentation, as requested by the TO Manager; and
- D. Provide current operating procedures (as appropriate).

3.2.2 The TO Contractor shall work toward a prompt and timely transition, proceeding in accordance with the directions of the TO Manager. The TO Manager may provide the TO Contractor with additional instructions to meet specific transition requirements prior to the end of Task Order.

3.2.3 The TO Contractor shall ensure that all necessary knowledge and materials for the tasks completed are transferred to the custody of State personnel or a third party, as directed by the TO Manager.

3.2.4 The TO Contractor shall support end-of-Task Order transition efforts with technical and project support to include but not be limited to:

- A. The TO Contractor shall provide a draft Transition-Out Plan 120 Business Days in advance of Task Order end date.
- B. The Transition-Out Plan shall address at a minimum the following areas:
  - 1) Any staffing concerns/issues related to the closeout of the Task Order;
  - 2) Communications and reporting process between the TO Contractor, the Department and the TO Manager;
  - 3) Security and system access review and closeout;
  - 4) Any hardware/software inventory or licensing including transfer of any point of contact for required software licenses to the Department or a designee;
  - 5) Any final training/orientation of Department staff;
  - 6) Connectivity services provided, activities and approximate timelines required for Transition-Out;

- 7) Knowledge transfer, to include:
    - a) A working knowledge of the current system environments as well as the general business practices of the Department;
    - b) Review with the Department the procedures and practices that support the business process and current system environments;
    - c) Working knowledge of all technical and functional matters associated with the Solution, its architecture, data file structure, interfaces, any batch programs, and any hardware or software tools utilized in the performance of this Task Order;
    - d) Documentation that lists and describes all hardware and software tools utilized in the performance of this Task Order;
    - e) A working knowledge of various utilities and corollary software products used in support and operation of the Solution;
  - 8) Plans to complete tasks and any unfinished work items (including open change requests, and known bug/issues); and
  - 9) Any risk factors with the timing and the Transition-Out schedule and transition process. The TO Contractor shall document any risk factors and suggested solutions.
- C. The TO Contractor shall ensure all documentation and data including, but not limited to, System Documentation and current operating procedures, is current and complete with a hard and soft copy in a format prescribed by the TO Manager.
- D. The TO Contractor shall provide copies of any current daily and weekly back-ups to the Department or a third party as directed by the TO Manager as of the final date of transition, but no later than the final date of the Task Order.
- E. Access to any data or configurations of the furnished product and/or services shall be available after the expiration of the Task Order.

### 3.2.5 Return and Maintenance of State Data

- A. Upon termination or the expiration of the TO Agreement term, the TO Contractor shall: (a) return to the State all State data in either the form it was provided to the TO Contractor or in a mutually agreed format along with the schema necessary to read such data; (b) preserve, maintain, and protect all State data until the earlier of a direction by the State to delete such data or the expiration of 90 days (“the retention period”) from the date of termination or expiration of the TO Agreement term; (c) after the retention period, the TO Contractor shall securely dispose of and permanently delete all State data in all of its forms, such as disk, CD/DVD, backup tape and paper such that it is not recoverable, according to National Institute of Standards and Technology (NIST)-approved methods with certificates of destruction to be provided to the State; and (d) prepare an accurate accounting from which the State may reconcile all outstanding accounts. The final monthly invoice for the services provided hereunder shall include all charges for the 90-day data retention period.
- B. During any period of service suspension, the TO Contractor shall maintain all State data in its then existing form, unless otherwise directed in writing by the TO Manager.
- C. In addition to the foregoing, the State shall be entitled to any post-termination/expiration assistance generally made available by TO Contractor with respect to the services.

### 3.3 Invoicing

#### 3.3.1 Definitions

- A. “Proper Invoice” means a bill, written document, or electronic transmission, readable by the agency, provided by a vendor requesting an amount that is due and payable by law under a written procurement contract for property received or services rendered that meets the requirements of COMAR 21.06.09.02.
- B. “Late Payment” means any amount that is due and payable by law under a written procurement contract, without deferral, delay, or set-off under COMAR 21.02.07.03, and remains unpaid more than 45 days after an agency receives a Proper Invoice.
- C. “Payment” includes all required processing and authorization by the Comptroller of the Treasury, as provided under COMAR 21.02.07, and may be deferred, delayed, or set-off as applicable under COMAR 21.02.07.03.

#### 3.3.2 General

- A. Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract.
- B. The TO Contractor shall send the original of each invoice and signed authorization to invoice to the TO Manager and MSDE Accounts Payable.
- C. All invoices for services shall be verified by the TO Contractor as accurate at the time of submission.
- D. Invoices submitted without the required information cannot be processed for payment. A Proper Invoice, required as Payment documentation, must include the following information, without error:
  - 1) TO Contractor name and address;
  - 2) Remittance address;
  - 3) Federal taxpayer identification (FEIN) number, social security number, as appropriate;
  - 4) Invoice period (i.e. time period during which services covered by invoice were performed);
  - 5) Invoice date;
  - 6) Invoice number;
  - 7) State assigned TO Agreement number;
  - 8) State assigned (Blanket) Purchase Order number(s);
  - 9) Goods or services provided;
  - 10) Amount due; and
  - 11) Any additional documentation required by regulation or the Task Order.
- E. Invoices that contain both fixed price and time and material items shall clearly identify the items as either fixed price or time and material billing.
- F. The Department reserves the right to reduce or withhold Task Order payment in the event the TO Contractor does not provide the Department with all required deliverables within the

time frame specified in the Task Order or otherwise breaches the terms and conditions of the Task Order until such time as the TO Contractor brings itself into full compliance with the Task Order.

- G. Any action on the part of the Department, or dispute of action by the TO Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.
- H. The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The TO Contractor; however, is not exempt from such sales and use taxes and may be liable for the same.
- I. Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

### **3.3.3 Invoice Submission Schedule**

The TO Contractor shall submit invoices in accordance with the following schedule:

Invoices shall be submitted monthly and within 30 days of delivery of goods and services unless otherwise accepted in the TO Proposal or Work Order response.

### **3.3.4 Time and Materials Invoicing**

- A. Time and Material invoices shall be accompanied by notice(s) of acceptance issued by the State for all invoices submitted for payment with a signed timesheet as described below. Include for each person covered by the invoice the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount and a copy of each person’s timesheet for the period signed by the TO Manager.

#### **B. Time Sheet Reporting**

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

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

- 1) Title: “Time Sheet for MSDE Contract # R00B0600006”
- 2) Issuing company name, address, and telephone number
- 3) For each employee /resource:
  - a) Employee / resource name
  - b) For each Period ending date, e.g., “Period Ending: mm/dd/yyyy” (Periods run 1st through 15th and 16th through last day of the month.
    - i) Tasks completed that week and the associated deliverable names and ID#s
    - ii) Number of hours worked each day
    - iii) Total number of hours worked that Period
    - iv) Period variance above or below 40 hours

- 4) Signature and date lines for the TO Manager
- 5) Time sheets shall be submitted to the TO Manager prior to invoicing. The TO Manager shall sign the timesheet to indicate authorization to invoice.

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

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

**3.3.6 Travel Reimbursement**

Travel will not be reimbursed under this TORFP.

**3.3.7 Retainage**

This solicitation does not require retainage.

**3.4 Liquidated Damages**

This solicitation does not require additional liquidated damages.

**3.5 Disaster Recovery and Data**

The following requirements apply to the TO Agreement:

**3.5.1 Redundancy, Data Backup and Disaster Recovery**

- A. Unless specified otherwise in the TORFP, TO Contractor shall maintain or cause to be maintained disaster avoidance procedures designed to safeguard State data and other confidential information, TO Contractor's processing capability and the availability of hosted services, in each case throughout the TO Agreement term. Any force majeure provisions of this Task Order do not limit the TO Contractor's obligations under this provision.
- B. The TO Contractor shall have robust contingency and DR plans in place to ensure that the services provided under this TO Agreement will be maintained in the event of disruption to

the TO Contractor/subcontractor's operations (including, but not limited to, disruption to information technology systems), however caused.

- C. The contingency and DR plans must be designed to ensure that services under this TO Agreement are restored after a disruption within twenty-four (24) hours from notification and a recovery point objective of one (1) hour or less prior to the outage in order to avoid unacceptable consequences due to the unavailability of services.
- D. The TO Contractor shall test the contingency/DR plans at least twice annually to identify any changes that need to be made to the plan(s) to ensure a minimum interruption of service. Coordination shall be made with the State to ensure limited system downtime when testing is conducted. At least one (1) annual test shall include backup media restoration and failover / fallback operations at the DR location. The TO Contractor shall send TO Manager a notice of completion following completion of DR testing.
- E. Such contingency and DR plans shall be available for the Department to inspect and practically test at any reasonable time, and subject to regular updating, revising, and testing throughout the term of the TO Agreement.

### **3.5.2 Data Export/Import**

- A. The TO Contractor shall, at no additional cost or charge to the State, in an industry standard/non-proprietary format:
  - 1) Perform a full or partial import/export of State data within 24 hours of a request; or
  - 2) Provide to the State the ability to import/export data at will and provide the State with any access and instructions which are needed for the State to import or export data.
- B. Any import or export shall be in a secure format per the Security Requirements.

### **3.5.3 Data Ownership and Access**

- A. Data, databases and derived data products created, collected, manipulated, or directly purchased as part of a TORFP shall become the property of the State. The purchasing State agency is considered the custodian of the data and shall determine the use, access, distribution and other conditions based on appropriate State statutes and regulations.
- B. Public jurisdiction user accounts and public jurisdiction data shall not be accessed, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of the Task Order, including as necessary to perform the services hereunder or (4) at the State's written request.
- C. The TO Contractor shall limit access to and possession of State data to only TO Contractor Personnel whose responsibilities reasonably require such access or possession and shall train such TO Contractor Personnel on the confidentiality obligations set forth herein.
- D. At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
- E. The Contractor shall not use any information collected in connection with the services furnished under this Contract for any purpose other than fulfilling such services.

- 3.5.4 Provisions in Sections 3.5.1 – 3.5.3 shall survive expiration or termination of the TO Agreement. Additionally, the TO Contractor and shall flow down the provisions of Sections 3.5.1-3.5.3 (or the substance thereof) in all subcontracts.

### 3.6 Insurance Requirements

- 3.6.1 Offeror shall confirm that, as of the date of its proposal, the insurance policies incorporated into its Master Contract are still current and effective at the required levels (See Master Contract Section 2.7).
- 3.6.2 The Offeror shall also confirm that any insurance policies intended to satisfy the requirements of this TORFP are issued by a company that is licensed to do business in the State of Maryland.
- 3.6.3 The recommended awardee must provide a certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this **Section 3.6 “Insurance Requirements”** within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts the TO Contractor shall update certificates of insurance annually, or as otherwise directed by the TO Manager.

#### 3.6.4 CYBER SECURITY / DATA BREACH INSURANCE

This solicitation does not require Cyber Security / Data Breach Insurance.

### 3.7 Security Requirements

#### 3.7.1 Employee Identification

- A. TO Contractor Personnel shall display his or her company ID badge in a visible location at all times while on State premises. Upon request of authorized State personnel, each such TO Contractor Personnel shall provide additional photo identification.
- B. TO Contractor Personnel shall cooperate with State site requirements, including but not limited to, being prepared to be escorted at all times, and providing information for State badge issuance.
- C. TO Contractor shall remove any TO Contractor Personnel from working on the Task Order where the State determines, in its sole discretion, that said TO Contractor Personnel has not adhered to the Security requirements specified herein.
- D. The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the Task Order.
- E. Unless otherwise specified, the cost of complying with all security requirements specified herein are the sole responsibility and obligation of the TO Contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

#### 3.7.2 Security Clearance / Criminal Background Checks

The TO Contractor shall obtain from all Contractor Personnel assigned to work on the Task Order a signed statement permitting a criminal background check within forty-five (45) days after NTP, the TO Contractor shall secure at its own expense the following type of national criminal history record check

and provide the TO Contract Manager with completed checks on such Contractor Personnel prior to assignment:

- A. A Maryland and FBI Criminal Justice Information System criminal history record check. At a minimum, these background checks must include all convictions and probation before judgment (PBJ) dispositions. The TO Contractor may not assign an individual whose background check reflects any criminal activity to work under this Task Order unless prior written approval is obtained from the TO Contract Manager.
- B. TO Contractor shall be responsible for ensuring that TO Contractor Personnel background check certifications are renewed annually, and at the sole expense to the TO Contractor.
- C. Further, TO Contractor Personnel may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Contractor Personnel to be accompanied while on secured premises.

### **3.7.3 On-Site Security Requirement(s)**

- A. For the conditions noted below, TO Contractor Personnel may be barred from entrance or leaving any site until such time that the State's conditions and queries are satisfied.
  - 1) TO Contractor Personnel may be subject to random security checks when entering and leaving State secured areas. The State reserves the right to require TO Contractor Personnel to be accompanied while in secured premises.
  - 2) Some State sites, especially those premises of the Department of Public Safety and Correctional Services, require each person entering the premises to document and inventory items (such as tools and equipment) being brought onto the site, and to submit to a physical search of his or her person. Therefore, TO Contractor Personnel shall always have available an inventory list of tools being brought onto a site and be prepared to present the inventory list to the State staff or an officer upon arrival for review, as well as present the tools or equipment for inspection. Before leaving the site, the TO Contractor Personnel will again present the inventory list and the tools or equipment for inspection. Upon both entering the site and leaving the site, State staff or a correctional or police officer may search TO Contractor Personnel. Depending upon facility rules, specific tools or personal items may be prohibited from being brought into the facility.
- B. Any TO Contractor Personnel who enters the premises of a facility under the jurisdiction of the Department may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the Department.
- C. Further, TO Contractor Personnel shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the agency that controls the facility to which the TO Contractor Personnel seeks access. The failure of any of the TO Contractor Personnel to comply with any provision of the TO Agreement is sufficient grounds for the State to immediately terminate the TO Agreement for default.

### 3.7.4 Information Technology

The TO Contractor shall:

- A. Implement Administrative, physical, and technical safeguards to protect State data that are no less rigorous than accepted industry best practices for information security such as those listed below (see **Section 3.7.5**);
- B. Ensure that all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws as well as the terms and conditions of the TO Agreement; and
- C. The TO Contractor, and TO Contractor Personnel, shall (i) abide by all applicable federal, State and local laws, rules and regulations concerning security of Information Systems and Information Technology and (ii) comply with and adhere to the State IT Security Policy and Standards as each may be amended or revised from time to time. Updated and revised versions of the State IT Policy and Standards are available online at: [www.doit.maryland.gov](http://www.doit.maryland.gov) – keyword: Security Policy.

### 3.7.5 Data Protection and Controls

- A. TO Contractor shall ensure a secure environment for all State data and any hardware and software (including but not limited to servers, network and data components) to be provided or used in connection with the performance of the TO Agreement and shall apply or cause application of appropriate controls so as to maintain such a secure environment (“Security Best Practices”). Such Security Best Practices shall comply with an accepted industry standard, such as the NIST cybersecurity framework.
- B. To ensure appropriate data protection safeguards are in place, the TO Contractor shall implement and maintain the following controls at all times throughout the term of the TO Agreement (the TO Contractor may augment this list with additional controls):
  - 1) Establish separate production, test, and training environments for systems supporting the services provided under this TO Agreement and ensure that production data is not replicated in test and/or training environment(s) unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements. The TO Contractor shall ensure the appropriate separation of production and non-production environments by applying the data protection and control requirements listed in **Section 3.7.5**.
  - 2) Apply hardware and software hardening procedures as recommended by Center for Internet Security (CIS) guides <https://www.cisecurity.org/>, Security Technical Implementation Guides (STIG) <http://iase.disa.mil/Pages/index.aspx>, or similar industry best practices to reduce the TO Contractor/subcontractor’s systems’ surface of vulnerability, eliminating as many security risks as possible and documenting what is not feasible and/or not performed according to best practices. Any hardening practices not implemented shall be documented with a plan of action and milestones including any compensating control. These procedures may include but are not limited to removal of unnecessary software, disabling or removing unnecessary services, removal of unnecessary usernames or logins, and the deactivation of unneeded features in the TO Contractor/subcontractor’s system configuration files.
  - 3) Ensure that State data is not comingled with non-State data through the proper application of compartmentalization security measures.

- 4) Apply data encryption to protect Sensitive Data at all times, including in transit, at rest, and also when archived for backup purposes. Unless otherwise directed, the TO Contractor is responsible for the encryption of all Sensitive Data.
- 5) For all State data the TO Contractor manages or controls, data encryption shall be applied to such data in transit over untrusted networks. Encryption algorithms which are utilized for encrypting data shall comply with current Federal Information Processing Standards (FIPS), "Security Requirements for Cryptographic Modules", FIPS PUB 140-2:  
  
<http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf>  
<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>
- 6) Enable appropriate logging parameters to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers and information security standards, including Maryland Department of Information Technology's Information Security Policy.
- 7) Retain the aforementioned logs and review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and remediation, if required. The Department shall have the right to inspect these policies and procedures and the TO Contractor or subcontractor's performance to confirm the effectiveness of these measures for the services being provided under this TO Agreement.
- 8) Ensure system and network environments are separated by properly configured and updated firewalls.
- 9) Restrict network connections between trusted and untrusted networks by physically and/or logically isolating systems from unsolicited and unauthenticated network traffic.
- 10) By default, "deny all" and only allow access by exception.
- 11) Review at least annually the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.
- 12) Perform regular vulnerability testing of operating system, application, and network devices. Such testing is expected to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance with or deviations from the security policies applicable to this TO Agreement. TO Contractor shall evaluate all identified vulnerabilities for potential adverse effect on security and integrity and remediate the vulnerability no later than 30 days following the earlier of vulnerability's identification or public disclosure, or document why remediation action is unnecessary or unsuitable. The Department shall have the right to inspect the TO Contractor's policies and procedures and the results of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this TO Agreement.
- 13) Enforce strong user authentication and password control measures to minimize the opportunity for unauthorized access through compromise of the user access controls.

At a minimum, the implemented measures should be consistent with the most current Maryland Department of Information Technology's Information Security Policy (<http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>), including specific requirements for password length, complexity, history, and account lockout.

- 14) Ensure State Data is not processed, transferred, or stored outside of the United States ("U.S."). The TO Contractor shall provide its services to the State and the State's end users solely from data centers in the U.S. Unless granted an exception in writing by the State, the TO Contractor shall not allow TO Contractor Personnel to store State data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The TO Contractor shall permit its TO Contractor Personnel to access State data remotely only as required to provide technical support.
- 15) Ensure TO Contractor's Personnel shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State, which may be revoked at any time for any reason. The TO Contractor/subcontractor shall complete any necessary paperwork as directed and coordinated with the TO Agreement Monitor to obtain approval by the State to connect TO Contractor/subcontractor-owned equipment to a State LAN/WAN.
- 16) Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under this TO Agreement; that the anti-virus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation. The TO Contractor shall perform routine vulnerability scans and take corrective actions for any findings.
- 17) Conduct regular external vulnerability testing designed to examine the service provider's security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. Evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the service's security and integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The Department shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this TO Agreement.

### 3.7.6 Security Plan

- A. The TO Contractor shall protect State data according to a written security policy ("Security Plan") no less rigorous than that of the State, and shall supply a copy of such policy to the State for validation, with any appropriate updates, on an annual basis.
- B. The Security Plan shall detail the steps and processes employed by the TO Contractor as well as the features and characteristics which will ensure compliance with the security requirements of the TO Agreement.

### 3.7.7 Security Incident Response

- A. The TO Contractor shall notify the Department in accordance with **Section 3.7.9A-D** when any TO Contractor system that may access, process, or store State data or State systems experiences a Security Incident or a Data Breach as follows:

- 1) notify the Department within twenty-four (24) hours of the discovery of a Security Incident by providing notice via written or electronic correspondence to the TO Manager, Department chief information officer and Department chief information security officer;
  - 2) notify the Department within two (2) hours if there is a threat to TO Contractor's Solution as it pertains to the use, disclosure, and security of State data; and
  - 3) provide written notice to the Department within one (1) Business Day after TO Contractor's discovery of unauthorized use or disclosure of State data and thereafter all information the State (or Department) requests concerning such unauthorized use or disclosure.
- B. TO Contractor's notice shall identify:
- 1) the nature of the unauthorized use or disclosure;
  - 2) the State data used or disclosed,
  - 3) who made the unauthorized use or received the unauthorized disclosure;
  - 4) what the TO Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
  - 5) what corrective action the TO Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
  - 6) The TO Contractor shall provide such other information, including a written report, as reasonably requested by the State.
- C. The TO Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the TO Agreement. Discussing Security Incidents with the State should be handled on an urgent as-needed basis, as part of TO Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the TO Agreement.
- D. The Contractor shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of State data or other event requiring notification, and, where notification is required, assume responsibility for informing all such individuals in accordance with applicable law and to indemnify and hold harmless the State (or Department) and its officials and employees from and against any claims, damages, and actions related to the event requiring notification.
- 3.7.8 Data Breach Responsibilities
- A. If the TO Contractor reasonably believes or has actual knowledge of a Data Breach, the TO Contractor shall, unless otherwise directed:
- 1) Notify the appropriate State-identified contact within 24 hours by telephone in accordance with the agreed upon security plan or security procedures unless a shorter time is required by applicable law;
  - 2) Cooperate with the State to investigate and resolve the data breach;
  - 3) Promptly implement commercially reasonable remedial measures to remedy the Data Breach; and

- 4) Document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services.
  - B. If a Data Breach is a direct result of the TO Contractor's breach of its TO Agreement obligation to encrypt State data or otherwise prevent its release, the TO Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by State law; (3) a credit monitoring service required by State or federal law; (4) a website or a toll-free number and call center for affected individuals required by State law; and (5) complete all corrective actions as reasonably determined by TO Contractor based on root cause; all [(1) through (5)] subject to the TO Agreement's limitation of liability.
- 3.7.9 Additional security requirements may be established in a Work Order.
- 3.7.10 The State shall, at its discretion, have the right to review and assess the Contractor's compliance to the security requirements and standards defined in the TO Agreement.
- 3.7.11 **Provisions in Sections 3.7.1 – 3.7.10 shall survive expiration or termination of the TO Agreement. Additionally, the TO Contractor shall flow down the provisions of Sections 3.7.4-3.7.12 (or the substance thereof) in all subcontracts.**

### 3.8 SOC 2 Type 2 Audit Report

A SOC 2 Type 2 Report is not a TO Contractor requirement for this Task Order.

### 3.9 Performance and Personnel

#### 3.9.1 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the Task Order:

- A. **TO Procurement Officer** – The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement.
- B. **TO Manager** - The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement, administrative functions, including issuing written directions, and for ensuring compliance with the terms and conditions of the CATS+ Master Contract.  

The TO Manager will assign tasks to the personnel provided under this TORFP and will track and monitor the work being performed through the monthly accounting of hours' deliverable for work types; actual work produced will be reconciled with the hours reported.
- C. **TO Contractor** – The TO Contractor is the CATS+ Master Contractor awarded this Task Order. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- D. **TO Contractor Manager** – The TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolution of any issues that may arise pertaining to the TO

Contractor Personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.

- E. **TO Contractor Personnel** – Any official, employee, agent, Subcontractor, or Subcontractor agents of the TO Contractor who is involved with the Task Order over the course of the Task Order period of performance.
- F. **Key Personnel** – A subset of TO Contractor Personnel whose departure during the performance period, will, in the State’s opinion, have a substantial negative impact on Task Order performance. Key Personnel proposed as part of the TO Proposal shall start as of TO Agreement issuance unless specified otherwise in this TORFP or the Offeror’s TO Technical Proposal. Key Personnel may be identified after Task Order award.

### 3.9.2 Offeror Experience

There are no Offeror Experience required for this solicitation.

### 3.9.3 Personnel Experience

The following Offeror Personnel preferred qualifications area expected and shall be used to evaluate proposed candidates, as these represent the critical requirements for each position identified below:

#### 3.9.3.1 Senior Information Technology Architect DWH Data Modeler:

- a) Five (5) years of data warehousing design and development knowledge
- b) Five (5) years of Informatica 9.1 or higher ETL development and administration
- c) Five (5) years of working with Oracle 11g or higher
- d) Five (5) years of creating and updating data models using Erwin modeling tool
- e) Five (5) years or higher of programming in SQL,PL/SQL, and HTML
- f) Five (5) years of creating Entity Relationship Diagram (ERD) and dimensional data modeling
- g) At least one (1) year of documented experience in each of:
  - i. Informatica Data Integration
  - ii. ETLs process design, development, and performance tuning
  - iii. Data modeling using ERD and dimensional models for highly conformed data marts, relational operational data stores, and star-schemas
  - iv. Oracle DBA skills with and ability to define indexes, create and edit tables, monitor Oracle performance
  - v. Informatica 9.1 or higher system administrator skills and training
  - vi. Data Warehousing design and development
- h) Specialized experience: At least 2 years of K-12 or Higher Education industry data warehousing experience
- i) Good oral and written communication skills. This will be evaluated during the oral presentations. Candidates will be required to submit samples of past written communications for review. Examples include memos, status updates, etc. Sensitive

information can be redacted. Oral communication skills can and will be validated during the oral presentation.

**3.9.3.2 Project Manager:**

- a) Specialized experience: At least 2 years K-12 or Higher Education industry data warehousing experience
- b) Good oral and written communication skills. This will be evaluated during the oral presentation process. Candidates will be required to submit samples of past written communications for review. Examples include project planning documents, project management plan, status reports, etc. Sensitive information can be redacted. Oral communication skills can and will be validated during the oral presentation.

**3.9.4 Labor Categories**

- A. The Labor Categories are identified and described in Appendix 4. To be responsive to this TORFP, Offerors must be capable of providing and meeting the minimum qualifications for all the labor categories listed. Offerors shall submit a TO Financial Proposal Form (Attachment P) that provides labor rates for all labor categories for all Task Order years (initial term and any option periods). Actual resumes shall be provided only for Key Personnel. Resumes for resources provided later shall be coordinated by the TO Manager per the TO Technical Proposal and, if requested in a Work Order, shall be governed by the Work Order process.
- B. Each Labor Category includes Titles, Position Description, Education and Experience (General and Specialized).
- C. Education and experience described below constitute the minimum qualifications for candidates proposed in response to a TORFP. All experience required must have occurred within the most recent ten (10) years.
- D. TO Contractor Personnel Experience (including Key Personnel submitted in response to this TORFP).

**3.9.5 Substitution of Education for Experience**

A Bachelor's Degree or higher may be substituted for the general and specialized experience for those labor categories requiring a High School Diploma. A Master's Degree may be substituted for two years of the general and specialized experience for those labor categories requiring a Bachelor's Degree. Substitution shall be reviewed and approved by the State at its discretion.

**3.9.6 TO Contractor Personnel Maintain Certifications**

Any Contractor Personnel provided under this TORFP shall maintain in good standing any required professional certifications for the duration of the Contract.

### 3.9.7 Work Hours

- A. Business Hours Support: TO Contractor shall assign TO Contractor Personnel to support Normal State Business Hours (see definition in **Appendix 1**), Monday through Friday except for State holidays.
- B. TO Contractor Personnel may also be required to provide occasional support outside of normal State Business Hours, including evenings, overnight, and weekends, to support specific efforts and emergencies, such as to resolve system repair or restoration. Hours performing activities would be billed on an actual time worked basis at the rates proposed.
- C. State-Mandated Closings: TO Contractor Personnel shall be required to participate in any State-mandated closings. In this event, the TO Contractor will be notified in writing by the TO Manager of these details.
- D. Minimum and Maximum Hours: Full-time TO Contractor Personnel shall work 40 hours per week with starting and ending times as approved by the TO Manager. A flexible work schedule may be used with TO Manager approval, including time to support any efforts outside core business hours. TO Contractor Personnel may also be requested to restrict the number of hours TO Contractor personnel can work within a given period of time that may result in less than an eight-hour day or less than a 40-hour work week.
- E. Vacation Hours: Requests for leave shall be submitted to the TO Manager at least two weeks in advance. The TO Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.

## 3.10 Substitution of Personnel

### 3.10.1 Directed Personnel Replacement

- A. The TO Manager may direct the TO Contractor to replace any TO Contractor Personnel who, in the sole discretion of the TO Manager, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law or Department, Contract, or Task Order requirement.
- B. If deemed appropriate in the discretion of the TO Manager, the TO Manager shall give written notice of any TO Contractor Personnel performance issues to the TO Contractor, describing the problem and delineating the remediation requirement(s). The TO Contractor shall provide a written Remediation Plan within three (3) days of the date of the notice. If the TO Manager rejects the Remediation Plan, the TO Contractor shall revise and resubmit the plan to the TO Manager within five (5) days of the rejection, or in the timeframe set forth by the TO Manager in writing. Once a Remediation Plan has been accepted in writing by the TO Manager, the TO Contractor shall immediately implement the Remediation Plan.
- C. Should performance issues persist despite the approved Remediation Plan, the TO Manager will give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the removal and replacement of the TO Contractor Personnel whose performance is at issue. A request for a new Remediation Plan.
- D. In circumstances of directed removal, the TO Contractor shall provide a suitable replacement for TO Manager approval within fifteen (15) days of the date of the notification of directed

removal, or the actual removal, whichever occurs first, or such earlier time as directed by the TO Manager in the event of a removal on less than fifteen days' notice

- E. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described above. However, the TO Manager reserves the right to direct immediate personnel replacement without utilizing the remediation procedure described above.
- F. Replacement or substitution of TO Contractor Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Task Order or which otherwise may be available at law or in equity.

### 3.10.2 Substitution Prior to and 30 Days After Task Order Execution

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

### 3.10.3 Substitution More Than 30 Days After Task Order Execution

The procedure for substituting personnel after Task Order execution is as follows:

- A. The TO Contractor may not substitute personnel without the prior approval of the TO Manager.
- B. To replace any personnel, the TO Contractor shall submit resumes of the proposed individual specifying the intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.
- C. Proposed substitute individual shall be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute personnel and may require that such interviews be in person. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution. If no acceptable substitute personnel is proposed within the time frame established by the TO Manager, the TO Agreement may be cancelled.

### 3.10.4 Number of Personnel to Propose

As part of the TO Proposal evaluation, Offerors shall propose exactly two (2) personnel who are expected to be available as of the start date specified in the Notice to Proceed (NTP Date). Offerors shall describe in a Staffing Plan how additional resources shall be acquired to meet the

needs of the Department. Offerors may generally describe planned positions in a Staffing Plan. Such planned positions may not be used as evidence of fulfilling personnel minimum qualifications.

### **3.10.5 Key Personnel Identified**

- A. For the Task Order, the following positions to be identified in the TO Technical Proposal will be considered Key Personnel, and shall be required to meet the qualifications stated in **Section 3.9.3** and **Appendix 4**.
  - 1) Project Manager
  - 2) Senior IT Architect DWH Data Modeler

### **3.11 Minority Business Enterprise (MBE) Reports**

There is no MBE Participation Goal for this Task Order.

### **3.12 Veteran Small Business Enterprise (VSBE) Reports**

There is no VSBE Goal for this Task Order.

### **3.13 Work Orders**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

### **3.14 Additional Clauses**

The TO Contractor shall be subject to the requirements in this section and shall flow down the provisions of **Sections 3.15.1 – 3.15.5** (or the substance thereof) in all subcontracts.

#### **3.14.1 TORFP Subject to CATS+ Master Contract**

In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS+ RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments, including but not limited to:

- A. Custom Software, Custom Source Code, Data;
- B. Hardware and software costs procured as part of the TORFP cannot exceed 49 percent of the total Task Order value;
- C. Material costs shall be passed through with no mark-up by the TO Contractor;
- D. Non-Visual Access
- E. By responding to this TORFP and accepting a Task Order award, an Offeror specifically agrees that for any software, hardware or hosting service that it proposes for use by the State in response to this TORFP, the State will have the right to purchase from another source, instead of from the selected Offeror.

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

### 3.14.3 Contract Management Oversight Activities

- A. DoIT is responsible for contract management oversight on the CATS+ Master Contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of Task Orders under CATS+. This process typically applies to active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS+ Task Orders are subject to review.
- B. A sample of the TO Contractor Self-Reporting Checklist is available on the CATS+ website at <http://doit.maryland.gov/contracts/Documents/CATSPlus/CATS+Self-ReportingChecklistSample.pdf>. DoIT may send initial checklists out to applicable/selected TO Contractors approximately three months after the award date for a Task Orders. The TO Contractor shall complete and return the checklist as instructed on the form. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

### 3.14.4 Change Control and Advance Notice

- A. Unless otherwise specified in an applicable Service Level Agreement, the Contractor shall give seven (7) days advance notice to the State of any upgrades or modifications that may impact service availability and performance.
- B. Contractor may not modify the functionality or features of any SaaS provided hereunder if such modification materially degrades the functionality of the SaaS.

### 3.14.5 No-Cost Extensions

In the event there are unspent funds remaining on the TO Agreement, prior to the TO's expiration date the TO Procurement Officer may modify the TO Agreement to extend the TO Agreement beyond its expiration date for the performance of work within the TO's scope of work. Notwithstanding anything to the contrary, no funds may be added to the TO Agreement in connection with any such extension.

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## 4 TORFP Instructions

### 4.1 TO Pre-Proposal Conference

- 4.1.1 A TO pre-proposal conference (Conference) will be held at the date, time, and location indicated on the Key Information Summary Sheet.
- 4.1.2 Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their proposals.
- 4.1.3 Following the Conference, the attendance record and summary of the Conference will be distributed via e-mail to all Master Contractors known to have received a copy of this TORFP.
- 4.1.4 Attendees should bring a copy of the solicitation and a business card to help facilitate the sign-in process.
- 4.1.5 In order to assure adequate seating and other accommodations at the Conference, please e-mail the Pre-Proposal Conference Response Form (**Attachment A**) no later than the time and date indicated on the form. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please notify the TO Procurement Officer at least five (5) business days prior to the Conference date. The Department will make a reasonable effort to provide such special accommodation.
- 4.1.6 Seating at the Conference will be limited to two (2) attendees per company.
- 4.1.7 Accommodations for remote attendance will be offered via a Google Hangouts audio teleconference for those Offerors unable to attend the meeting in-person.

### 4.2 Questions

- 4.2.1 All questions shall identify in the subject line the Solicitation Number and Title (R00B0600006 - Education Data Warehouse Support and Maintenance), and shall be submitted in writing via e-mail to the TO Procurement Officer no later than the date and time specified the Key Information Summary Sheet.
- 4.2.2 Answers to all questions that are not clearly specific only to the requestor will be provided to all Master Contractors who are known to have received a copy of the TORFP.
- 4.2.3 The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the Department unless it issues an amendment in writing.

### 4.3 TO Proposal Due (Closing) Date and Time

- 4.3.1 TO Proposals, in the number and form set forth in **Section 5 TO Proposal Format**, must be received by the TO Procurement Officer no later than the TO Proposal due date and time indicated on the Key Information Summary Sheet in order to be considered.
- 4.3.2 Requests for extension of this date or time shall not be granted.
- 4.3.3 Offerors submitting TO Proposals should allow sufficient delivery time to ensure timely receipt by the TO Procurement Officer. Except as provided in COMAR 21.05.03.02.F and 21.05.02.10, TO Proposals received after the due date and time listed in the Key Information Summary Sheet will not be considered.

- 4.3.4 The date and time of an e-mail submission is determined by the date and time of arrival in the e-mail address indicated on the Key Information Summary Sheet.
- 4.3.5 TO Proposals may be modified or withdrawn by written notice received by the TO Procurement Officer before the time and date set forth in the Key Information Summary Sheet for receipt of TO Proposals.

#### 4.4 Award Basis

Based upon an evaluation of TO Proposal responses as provided in **Section 6.4**, below, a Master Contractor will be selected to conduct the work defined in **Sections 2 and 3**. A specific TO Agreement, **Attachment M**, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the TO Financial Proposal.

#### 4.5 Oral Presentation

- 4.5.1 Offerors and proposed TO Contractor Personnel will be required to make an oral presentation to State representatives. Offerors must confirm in writing any substantive oral clarification of, or change in, their Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Master Contractor's TO Proposal. The TO Procurement Officer will notify Offerors of the time and place of oral presentations and interviews, should interviews be scheduled separately.
- 4.5.2 All Offerors meeting minimum qualifications shall participate in interviews, which are a type of oral presentation. All candidates shall be interviewed in substantially the same manner. The TO Procurement Officer shall, for each round of interviews, determine whether phone or in-person interviews will be utilized. At the TO Procurement Officer's discretion, interviews may be conducted via the internet (e.g., Skype, GotoMeeting, WebEx) in lieu of in-person interviews.
- 4.5.3 In the event that more than ten (10) qualified TO Proposals are received, the TO Procurement Officer may elect to follow a down-select process as follows:
  - A. A technical ranking will be performed for all TO Proposals based on the resumes submitted. TO Proposals will be ranked from highest to lowest for technical merit based on the quality of the resumes submitted and the extent to which the proposed individuals' qualifications align with the position needs as described in this TORFP.
  - B. The top ten (10) TO Proposals identified by the technical ranking will be invited to interviews. All other Offerors will be notified of non-selection for this TORFP.

#### 4.6 Limitation of Liability

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

#### 4.7 MBE Participation Goal

There is no MBE subcontractor participation goal for this procurement.

#### 4.8 VSBE Goal

There is no VSBE participation goal for this procurement.

#### 4.9 Living Wage Requirements

The Master Contractor shall abide by the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry.

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

#### 4.10 Federal Funding Acknowledgement

- 4.10.1 There are programmatic conditions that apply to this TO Agreement due to federal funding (see **Attachment G**).
- 4.10.2 The total amount of federal funds allocated for the MSDE headquarters is \$209,785,382.00 in Maryland State fiscal year 2019. This represents 64.9% of all funds budgeted for the unit in that fiscal year. This does not necessarily represent the amount of funding available for any particular grant, contract, or solicitation.
- 4.10.3 The TO Agreement contains federal funds. The source of these federal funds is: Federal State Assessment. The CFDA number is: 84.369. The conditions that apply to all federal funds awarded by the Department are contained in Federal Funds **Attachment G**. Any additional conditions that apply to this particular federally-funded contract are contained as supplements to Federal Funds **Attachment G** and Offerors are to complete and submit these Attachments with their TO Proposals as instructed in the Attachments. Acceptance of this agreement indicates the Offeror's intent to comply with all conditions, which are part of the TO Agreement.

#### 4.11 Conflict of Interest Affidavit and Disclosure

- 4.11.1 Offerors shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment H**) and submit it with their Proposals. All Offerors are advised that if a TO Agreement is awarded as a result of this solicitation, the TO Contractor's Personnel who perform or control work under this TO Agreement and each of the participating subcontractor personnel who perform or control work under this TO Agreement shall be required to complete agreements substantially similar to **Attachment H**, conflict of interest Affidavit and Disclosure.
- 4.11.2 If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject an Offeror's TO Proposal under COMAR 21.06.02.03B.
- 4.11.3 Master Contractors should be aware that the State Ethics Law, Md. Code Ann., General Provisions Article, Title 5, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.
- 4.11.4 By submitting a Conflict of Interest Affidavit and Disclosure, the Offeror shall be construed as certifying all TO Contractor Personnel and Subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.

## **4.12 Non-Disclosure Agreement**

### **4.12.1 Non-Disclosure Agreement (Offeror)**

A Non-Disclosure Agreement (Offeror) is not required for this solicitation.

### **4.12.2 Non-Disclosure Agreement (TO Contractor)**

All Offerors are advised that this solicitation and any TO Agreement(s) are subject to the terms of the Non-Disclosure Agreement (NDA) contained in this solicitation as **Attachment I**. This Agreement must be provided within five (5) Business Days of notification of recommended award; however, to expedite processing, it is suggested that this document be completed and submitted with the TO Proposal.

## **4.13 HIPAA - Business Associate Agreement**

A HIPAA Business Associate Agreement is not required for this procurement.

## **4.14 Iranian Non-Investment**

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

## **4.15 Mercury and Products That Contain Mercury**

This solicitation does not include the procurement of products known to likely include mercury as a component.

## **4.16 Location of the Performance of Services Disclosure**

The Offeror is required to complete the Location of the Performance of Services Disclosure. A copy of this Disclosure is included as **Attachment L**. The Disclosure must be provided with the Proposal.

## **4.17 Department of Human Services (DHS) Hiring Agreement**

This solicitation does not require a DHS Hiring Agreement.

## **4.18 Small Business Reserve (SBR) Set-Aside**

This solicitation is not designated as a Small Business Reserve (SBR) set-aside solicitation.

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## 5 TO Proposal Format

### 5.1 Required Response

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

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

### 5.2 Two Part Submission

Offerors shall submit TO Proposals in separate volumes:

- Volume I – TO TECHNICAL PROPOSAL
- Volume II – TO FINANCIAL PROPOSAL

### 5.3 TO Proposal Packaging and Delivery

5.3.1 TO Proposals delivered by facsimile shall not be considered.

5.3.2 Provide no pricing information in the TO Technical Proposal. Provide no pricing information on the media submitted in the TO Technical Proposal.

5.3.3 Offerors may submit TO Proposals by electronic means as described.

- A. Electronic means includes e-mail to the TO Procurement Officer's address listed on the Key Information Summary Sheet.
- B. An Offeror wishing to deliver a hard copy (paper) TO Proposal shall contact the TO Procurement Officer for instructions.

5.3.4 E-mail submissions

- A. All TO Proposal e-mails shall be sent with password protection.
- B. The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. Time stamps on outgoing email from Master TO Contractors shall not be accepted. Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, TO Proposals received by the TO Procurement Officer after the due date will not be considered.
- C. The State has established the following procedure to restrict access to TO Proposals received electronically: all Technical and TO Financial Proposals must be password protected, and the password for the TO TECHNICAL PROPOSAL must be different from the password for the TO Financial Proposal. Offerors will provide these two passwords to MSDE upon request or their TO Proposal will be deemed not susceptible for award. Subsequent submissions of TO Proposal content will not be allowed.

- D. The TO Procurement Officer will only contact those Offerors with TO Proposals that are reasonably susceptible for award.
- E. TO Proposals submitted via e-mail must not exceed 25 Mb. If a submission exceeds this size, split the submission into two or more parts and include the appropriate part number in the subject (e.g., part 1 of 2) after the subject line information below.
- F. The e-mail submission subject line shall state the TORFP R00B0600006 and either “Technical” or “Financial.”

5.3.5 Two Part Submission:

- A. TO Technical Proposal consisting of:
  - 1) TO Technical Proposal and all supporting material in Microsoft Word format, version 2007 or greater,
  - 2) the TO Technical Proposal in searchable Adobe PDF format,
  - 3) a second searchable Adobe copy of the TO Technical Proposal, redacted in accordance with confidential and/or proprietary information removed, and
- B. TO Financial Proposal consisting of:
  - 1) TO Financial Proposal and all supporting material in PDF format,
  - 2) the TO Financial Proposal in searchable Adobe PDF format,
  - 3) a second searchable Adobe copy of the TO Financial Proposal, redacted in accordance with confidential and/or proprietary information removed.

## 5.4 Volume I - TO Technical Proposal

NOTE: Provide **no pricing information** in the TO Technical Proposal (Volume I). Include pricing information only in the TO Financial Proposal (Volume II).

- 5.4.1 In addition to the instructions below, responses in the Offeror’s TO Technical Proposal shall reference the organization and numbering of Sections in the TORFP (e.g., “Section 2.2.1 Response . . . ; “Section 2.2.2 Response . . .”). All pages of both TO Proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page “x”).
- 5.4.2 The TO Technical Proposal shall include the following documents and information in the order specified as follows:
  - A. Proposed Services:
    - 1) Executive Summary: A one-page summary describing the Offeror’s understanding of the TORFP scope of work (**Sections 2-3**) and proposed solution.
    - 2) Proposed Resources, Resumes, and Writing Samples: A more detailed description of the Offeror’s understanding of the TORFP scope of work, proposed resources, resumes and writing samples of proposed personnel. The proposed personnel resumes shall be organized to exactly match the requirements outlined in Sections 2-3.
    - 3) Draft Work Breakdown Structure (WBS): A matrix or table that shows a breakdown of the tasks required to complete the requirements and deliverables in Sections 2-3. The WBS should reflect the chronology of tasks without assigning specific time frames or start / completion dates. The WBS may include tasks to be performed by

the State or third parties, for example, independent quality assurance tasks. If the WBS appears as a deliverable in Sections 2-3, the deliverable version will be a final version. Any subsequent versions shall be approved through a formal configuration or change management process.

- 4) Draft Project or Work Schedule: A Gantt or similar chart containing tasks and estimated time frames for completing the requirements and deliverables in Sections 2-3. The final schedule should come later as a deliverable under the TO after the TO Contractor has had an opportunity to develop realistic estimates. The Project or Work Schedule may include tasks to be performed by the State or third parties.
- 5) Draft Risk Assessment: Identification and prioritization of risks inherent in meeting the requirements in Section 3 - Scope of Work. Includes a description of strategies to mitigate risks. If the Risk Assessment appears as a deliverable in Sections 2-3, that version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.
- 6) Assumptions: A description of any assumptions formed by the Offeror in developing the TO Technical Proposal.
- 7) Tools the Master Contractor owns and proposes for use to meet any requirements in Sections 2-3.

B. Proposer Information Sheet and Transmittal Letter

The Offeror Information Sheet (see **Appendix 2**) and a Transmittal Letter shall accompany the TO Technical Proposal. The purpose of the Transmittal Letter is to transmit the TO Proposal and acknowledge the receipt of any addenda to this TORFP issued before the TO Proposal due date and time. Transmittal Letter should be brief, be signed by an individual who is authorized to commit the Offeror to its TO Proposal and the requirements as stated in this TORFP, and contain acknowledgement of all addenda to this TORFP issued before the TO Proposal due date.

C. Minimum Qualifications Documentation (If applicable)

The Offeror shall submit any Minimum Qualifications documentation that may be required, as set forth in TORFP **Section 1**.

D. Subcontractors

Identify all proposed Subcontractors, including MBEs, and their roles in the performance of the scope of work hereunder.

E. Overall Offeror team organizational chart

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

F. Master Contractor and Subcontractor Experience and Capabilities

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

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

  - a) Contract or Task Order name
  - b) Name of organization.
  - c) Point of contact name, title, e-mail, and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
  - d) Start and end dates for each engagement or contract. If the Master Contractor is no longer providing the services, explain why not.
  - e) Dollar value of the contract.
  - f) Indicate if the contract was terminated before the original expiration date.
  - g) Indicate if any renewal options were not exercised.

**Note** - State of Maryland experience can be included as part of **G.1** above as engagement or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

G. State Assistance

Provide an estimate of expectation concerning participation by State personnel.

H. Confidentiality

A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 4, of the General Provisions Article of the Annotated Code of Maryland. Master Contractors are advised that, upon request for this

information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

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

I. Additional Submissions:

- 1) Attachments and Exhibits;
  - a) All forms required for the TO Technical Proposal are identified in **Table 1 of Section 7** – Exhibits and Attachments. Unless directed otherwise by instructions within an individual form, complete, sign, and include all required forms in the TO Technical Proposal.
  - b) No attachment forms shall be altered. Signatures shall be clearly visible.
- 2) Offerors shall furnish with their Technical TO Proposal any and all agreements the Offeror expects the State to sign or to be subject to in connection with or in order to use the Offeror's services under this Task Order Agreement, including but not limited to software license agreement(s), end user license agreement(s), AUP. This includes the complete text of all agreements referenced or incorporated in primary documents (i.e., links to the relevant agreements are not allowed).

## 5.5 Volume II – TO Financial Proposal

- 5.5.1 The TO Financial Proposal shall contain all price information in the format specified in **Attachment B** - Financial Proposal Form. The Offeror shall complete the Financial Proposal Form only as provided in the Financial Proposal Form Instructions and the Financial Proposal Form itself.
- 5.5.2 The TO Financial Proposal shall contain a description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the Financial Proposal Form);
- 5.5.3 **Attachment B**– Financial Proposal Form, with all proposed labor categories including all rates fully loaded. Master Contractors shall list all key resources by approved CATS+ labor categories in the TO Financial Proposal.
- 5.5.4 To be responsive to this TORFP, the Financial Proposal Form shall provide labor rates for all labor categories anticipated for this TORFP. Proposed rates shall not exceed the rates defined in the Master Contract for the Master Contract year(s) in effect at the time of the TO Proposal due date.
- 5.5.5 Prices shall be valid for 120 days.

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## 6 Evaluation and Selection Process

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate Functional Area responding to the CATS+ TORFP. In making the TO Agreement award determination, the Department will consider all information submitted in accordance with Section 5.

### 6.1 Evaluation Committee

Evaluation of TO Proposals will be performed in accordance with COMAR 21.05.03 by a committee established for that purpose and based on the evaluation criteria set forth below. The Evaluation Committee will review TO Proposals, participate in Offeror oral presentations and discussions, and provide input to the TO Procurement Officer. The Department reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

During the evaluation process, the TO Procurement Officer may determine at any time that a particular Offeror is not susceptible for award.

### 6.2 TO Technical Proposal Evaluation Criteria

The criteria to be used to evaluate each TO Technical Proposal are listed below in descending order of importance. Unless stated otherwise, any sub-criteria within each criterion have equal weight.

#### 6.2.1 Experience and Qualifications of Proposed Staff (See TORFP § 5.4.2.D)

The capability of the proposed resources to perform the required tasks and produce the required deliverables in the TORFP **Sections 2-3**. Capability will be determined from each proposed individual's resume, reference checks, and oral presentation (See **Section 4.5 Oral Presentation**).

#### 6.2.2 Offeror's Technical Response to TORFP Requirements (See TORFP § 5.4.2)

The State prefers an Offeror's response to work requirements in the TORFP that illustrates a comprehensive understanding of work requirements and mastery of the subject matter, including an explanation of how the work will be performed. TO Proposals which include limited responses to work requirements such as "concur" or "will comply" will receive a lower ranking than those TO proposals that demonstrate an understanding of the work requirements and include plans to meet or exceed them.

#### 6.2.3 Offeror Qualifications and Capabilities, including proposed subcontractors (See TORFP § 5.4.2.G)

### 6.3 TO Financial Proposal Evaluation Criteria

All Qualified Offerors (see **Section 6.4**) will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Proposal Price within the stated guidelines set forth in this TORFP and as submitted on **Attachment B** - TO Financial Proposal Form.

### 6.4 Selection Procedures

TO Technical Proposals shall be evaluated based on the criteria set forth above in **Section 6.2**. TO Technical Proposals and TO Financial Proposals will be evaluated independently of each other.

- A. TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 1 of this TORFP, and quality of responses to **Section 5.3** TO Technical Proposal. Failure to meet the minimum qualifications shall render

- a TO Proposal not reasonably susceptible for award. The TO Procurement Officer will notify those Offerors who have not been selected to perform the work.
- B. TO Technical Proposals will be evaluated for technical merit and ranked. Oral presentations and discussions may be held to assure full understanding of the State’s requirements and of the qualified Offeror’s proposals and abilities to perform, and to facilitate arrival at a TO Agreement that is most advantageous to the State.
  - C. The Procurement Officer will only open the TO Financial Proposals where the associated TO Technical Proposals have been classified as reasonably susceptible for award.
  - D. After review of TO Financial Proposals, TO Financial Proposals for qualified Offerors will be reviewed and ranked from lowest to highest price proposed.
  - E. When in the best interest of the State, the TO Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO.
  - F. The Procurement Officer shall make a determination recommending award of the TO to the responsible Offeror who has the TO Proposal determined to be the most advantageous to the State, considering price and the evaluation criteria set forth above. In making this selection, the TO Technical Proposal will be given greater weight than the TO Financial Proposal.

All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

## **6.5 Documents Required upon Notice of Recommendation for Task Order Award**

Upon receipt of a Notification of Recommendation for Task Order award, the apparent awardee shall complete and furnish the documents and attestations as directed in Table 1 of **Section 7 – TORFP Attachments and Appendices**.

Commencement of work in response to a TO Agreement shall be initiated only upon the completed documents and attestations, plus:

- A. Issuance of a fully executed TO Agreement,
- B. Purchase Order, and
- C. by a Notice to Proceed authorized by the TO Procurement Officer. See (see online example at <http://doit.maryland.gov/contracts/Documents/CATSPPlus/CATS+NoticeToProceedSample.pdf>).

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## 7 TORFP ATTACHMENTS AND APPENDICES

### Instructions Page

A TO Proposal submitted by an Offeror must be accompanied by the completed forms and/or affidavits identified as “with proposal” in the “When to Submit” column in Table 1 below. All forms and affidavits applicable to this TORFP, including any applicable instructions and/or terms, are identified in the “Applies” and “Label” columns in Table 1.

For documents required as part of the proposal:

- A. For e-mail submissions, submit one (1) copy of each with signatures.
- B. For paper submissions, submit two (2) copies of each with original signatures. All signatures must be clearly visible.

All Offerors are advised that if a Task Order is awarded as a result of this solicitation, the successful Offeror will be required to complete certain forms and affidavits after notification of recommended award. The list of forms and affidavits that must be provided is described in Table 1 below in the “When to Submit” column.

For documents required after award, submit three (3) copies of each document within the appropriate number of days after notification of recommended award, as listed in Table 1 below in the “When to Submit” column.

**Table 1: TORFP ATTACHMENTS AND APPENDICES**

Applies?	When to Submit	Label	Attachment Name
Y	Before TO Proposal	A	Pre-Proposal Conference Response Form
Y	Before <b>With</b> TO Proposal	B	TO Financial Proposal Instructions and Form
Y	With TO Proposal	C	Proposal Affidavit
Y	With TO Proposal	F	Maryland Living Wage Requirements for Service Task Orders and Affidavit of Agreement
Y	With TO Proposal	G	Federal Funds Attachments
Y	With TO Proposal	H	Conflict of Interest Affidavit and Disclosure
Y	5 Business Days after recommended award	I	Non-Disclosure Agreement (TO Contractor)
Y	With TO Proposal	L	Location of the Performance of Services Disclosure
Y	5 Business Days after recommended award	M	Task Order Agreement
Y	With Proposal	N	Certification Regarding Investment in Iran

<b>Appendices</b>			
<b>Applies?</b>	<b>When to Submit</b>	<b>Label</b>	<b>Attachment Name</b>
Y	N/A	1	Abbreviations and Definitions
Y	With TO Proposal	2	Offeror Information Sheet
Y	Prior to commencement of work	3	Criminal Background Check Affidavit
Y	With TO Proposal	4	Labor Classification Personnel Resume Summary (Appendix 4A and 4B)
Y	With TO Proposal	5	Public Reporting Timeline
Y	With TO Proposal	6	Federal Compliance Reporting Timeline
<b>Additional Submissions</b>			
Y	5 Business Days after recommended award	--	Evidence of meeting insurance requirements (see <b>Section 3.6</b> ); 1 copy

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**Attachment A. TO Pre-Proposal Conference Response Form**

**Solicitation Number R00B0600006**

**Education Data Warehouse Support and Maintenance**

A TO Pre-proposal conference will be held on ~~December 17, 2019~~ **January 3, 2020** at MSDE, Nancy S. Grasmick State Education Building, 200 West Baltimore Street, 8<sup>th</sup> Floor Conference Room # 3, Baltimore, MD 21201.

Please return this form by December 31, 2019 advising whether or not you plan to attend. The completed form should be returned via e-mail or fax to the TO Procurement Officer at the contact information below:

Jenna Meini  
MSDE  
E-mail: [Jenna.Meini1@maryland.gov](mailto:Jenna.Meini1@maryland.gov)

Please indicate:

- \_\_\_\_\_ Yes, the following representatives will be in attendance.  
Attendees (Check the TORFP for limits to the number of attendees allowed):
- 1.
  - 2.
  - 3.
- \_\_\_\_\_ No, we will not be in attendance.

Please specify whether any reasonable accommodations are requested (see TORFP § 4.1 “TO Pre-proposal conference”):

Offeror: \_\_\_\_\_  
*Offeror Name (please print or type)*

By: \_\_\_\_\_  
*Signature/Seal*

Printed Name: \_\_\_\_\_  
*Printed Name*

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

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

## Attachment B. TO Financial Proposal Instructions & Form

### B Financial Proposal Instructions

In order to assist Offerors in the preparation of their Financial Proposal and to comply with the requirements of this solicitation, Financial Proposal Instructions and a Financial Proposal Form have been prepared. Offerors shall submit their Financial Proposal on the Financial Proposal Form in accordance with the instructions on the Financial Proposal Form and as specified herein. Do not alter the Financial Proposal Form or the Proposal may be determined to be not reasonably susceptible of being selected for award. The Financial Proposal Form is to be signed and dated, where requested, by an individual who is authorized to bind the Offeror to the prices entered on the Financial Proposal Form.

The Financial Proposal Form is used to calculate the Offeror's TOTAL Proposal PRICE. Follow these instructions carefully when completing your Financial Proposal Form:

- A) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
- B) All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in this RFP and may not be contingent on any other factor or condition in any manner.
- C) All calculations shall be rounded to the nearest cent, e.g., .344 shall be .34 and .345 shall be .35.
- D) Any goods or services required through this RFP and proposed by the vendor at **No Cost to the State** must be clearly entered in the Unit Price, if appropriate, and Extended Price with **\$0.00**.
- E) Every blank in every Financial Proposal Form shall be filled in. Any changes or corrections made to the Financial Proposal Form by the Offeror prior to submission shall be initialed and dated.
- F) Except as instructed on the Financial Proposal Form, nothing shall be entered on or attached to the Financial Proposal Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions may render the Proposal not reasonably susceptible of being selected for award.
- G) It is imperative that the prices included on the Financial Proposal Form have been entered correctly and calculated accurately by the Offeror and that the respective total prices agree with the entries on the Financial Proposal Form. Any incorrect entries or inaccurate calculations by the Offeror will be treated as provided in COMAR 21.05.03.03.F, and may cause the Proposal to be rejected.
- H) If option years are included, Offerors must submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the State and comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the RFP at the prices entered in the Financial Proposal Form.
- I) All Financial Proposal prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the RFP. The Financial Proposal price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.
- J) Unless indicated elsewhere in the RFP, sample amounts used for calculations on the Financial Proposal Form are typically estimates for evaluation purposes only. Unless stated otherwise in the RFP, the Department does not guarantee a minimum or maximum number of units or usage in the performance of the Contract.

**B Financial Proposal Form**

See separate Excel TO Financial Proposal Form – R00B0600006 Attachment B.

**Attachment C. Proposal Affidavit**

See link at [http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid\\_Proposal-Affidavit.pdf](http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf).

**Attachment D. Minority Business Enterprise (MBE) Forms**

This solicitation does not include a Minority Business Enterprise (MBE) subcontractor participation goal.

**Attachment E. Veteran-Owned Small Business Enterprise (VSBE) Forms**

This solicitation does not include a Veteran-Owned Small Business Enterprise goal.

**Attachment F. Maryland Living Wage Affidavit of Agreement for Service Contracts**

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf> to complete the Affidavit.

- A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.
- B. The Living Wage Law does not apply to:
  - (1) A Contractor who:
    - (a) Has a State contract for services valued at less than \$100,000, or
    - (b) Employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
  - (2) A subcontractor who:
    - (a) Performs work on a State contract for services valued at less than \$100,000,
    - (b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
    - (c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B (3) or C below.
  - (3) Service contracts for the following:
    - (a) Services with a Public Service Company;
    - (b) Services with a nonprofit organization;
    - (c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
    - (d) Services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.

- E. Each Contractor/subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.
- H. A Contractor/subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.
- I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml> and clicking on Living Wage for State Service Contracts.

**Attachment G. Federal Funds Attachments**

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentG-FederalFundsAttachment.pdf>.

**Attachment H. Conflict of Interest Affidavit and Disclosure**

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf>.

**Attachment I. Non-Disclosure Agreement (TO Contractor)**

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf>.

**Attachment J. HIPAA Business Associate Agreement**

This solicitation does not require a HIPAA Business Associate Agreement.

**Attachment K. Mercury Affidavit**

This solicitation does not include the procurement of products known to likely include mercury as a component.

**Attachment L. Location of the Performance of Services Disclosure**

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-L-PerformanceofServicesDisclosure.pdf>.

**Attachment M. Task Order**

**CATS+ TORFP# R00B0600006 OF  
MASTER CONTRACT #060B2490023**

This Task Order Agreement (“TO Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ (TO Contractor) and the STATE OF MARYLAND, Maryland State Department of Education (MSDE or the “Department”).

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
  - a. “Agency” means Maryland State Department of Education, as identified in the CATS+ TORFP # R00B0600006.
  - b. “CATS+ TORFP” means the Task Order Request for Proposals # R00B0600006 dated **MONTH DAY, YEAR**, including any addenda and amendments.
  - c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor.
  - d. “TO Procurement Officer” means Jenna Mehl. The Department may change the TO Procurement Officer at any time by written notice.
  - e. “TO Agreement” means this signed TO Agreement between MSDE and TO Contractor.
  - f. “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_.
  - g. “TO Manager” means Chandra Haislet. The Department may change the TO Manager at any time by written notice to the TO Contractor.
  - h. “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
  - i. “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
  - j. “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work
  - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
  - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 3 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:

The TO Agreement,

Exhibit A – CATS+ TORFP

Exhibit B – TO Technical Proposal

Exhibit C – TO Financial Proposal

2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this Section. Except as otherwise provided in this TO Agreement, if any change under this Section causes an increase or decrease in the TO Contractor’s cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this Section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this Section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this Section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the term of this TO Agreement shall commence as of the “Effective Date” and expire on **the fifth anniversary thereof.**

4. Consideration and Payment

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

4.2 Payments to the TO Contractor shall be made as outlined Section 3 of the CATS+ TORFP, but no later than thirty (30) days after the Department’s receipt of a proper invoice for services provided by the TO Contractor, acceptance by the Department 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 Department 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.

**SIGNATURES ON NEXT PAGE**

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

TO Contractor Name

\_\_\_\_\_

\_\_\_\_\_

By: Type or Print TO Contractor POC

Date

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

STATE OF MARYLAND, MSDE

\_\_\_\_\_

\_\_\_\_\_

By:

Date

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

Approved for form and legal sufficiency this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_

Assistant Attorney General

**Attachment N. Certification Regarding Investments in Iran**

**Authority:** State Finance & Procurement, §§17-701 – 17-707, Annotated Code of Maryland [Chapter 447, Laws of 2012.]

**List:** The Investment Activities in Iran list identifies companies that the Board of Public Works has found to engage in investment activities in Iran; those companies may not participate in procurements with a public body in the State. “Engaging in investment activities in Iran” means:

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

**The Investment Activities in Iran list is located at: [www.bpw.state.md.us](http://www.bpw.state.md.us)**

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

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

**CERTIFICATION REGARDING INVESTMENTS IN IRAN**

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

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

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

Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

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

Witness Name (Typed or Printed): \_\_\_\_\_

Witness Signature and Date: \_\_\_\_\_

## Appendix 1. – Abbreviations and Definitions

For purposes of this TORFP, the following abbreviations or terms have the meanings indicated below:

- A. Application Program Interface (API) - Code that allows two software programs to communicate with each other
- B. Acceptable Use Policy (AUP) - A written policy documenting constraints and practices that a user must agree to in order to access a private network or the Internet
- C. Access - The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any information system resource
- D. Business Day(s) – The official working days of the week to include Monday through Friday. Official working days excluding State Holidays (see definition of “Normal State Business Hours” below).
- E. COMAR – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
- F. DAAIT – MSDE Division of Assessments, Accountability, and Information Technology.
- G. Data Breach – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data
- H. EDW – Education Data Warehouse
- I. Effective Date - The date of mutual TO Agreement execution by the parties
- J. Enterprise License Agreement (ELA) – An agreement to license the entire population of an entity (employees, on-site contractors, off-site contractors) accessing a software or service for a specified period of time for a specified value.
- K. Information System – A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
- L. Information Technology (IT) – All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services
- M. Key Personnel – All TO Contractor Personnel identified in the solicitation as such that are essential to the work being performed under the Task Order. See TORFP **Section 3.10**.
- N. Local Time – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- O. Maryland State Department of Education or (MSDE or the “Department”).
- P. Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- Q. Normal State Business Hours - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) – keyword: State Holidays.
- R. Notice to Proceed (NTP) – A written notice from the TO Procurement Officer that work under the Task Order, project or Work Order (as applicable) is to begin as of a

specified date. The NTP Date is the start date of work under the Task Order, project or Work Order. Additional NTPs may be issued by either the TO Procurement Officer or the TO Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.

- S. NTP Date – The date specified in a NTP for work on Task Order, project or Work Order to begin.
- T. Offeror – A Master Contractor that submits a Proposal in response to this TORFP.
- U. Personally Identifiable Information (PII) – Any information about an individual maintained by the State, including (1) any information that can be used to distinguish or trace an individual identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- V. Protected Health Information (PHI) – Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- W. Security Incident – A violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies, or standard security practices. “Imminent threat of violation” is a situation in which the organization has a factual basis for believing that a specific incident is about to occur.
- X. Security or Security Measures – The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data
- Y. Sensitive Data - Means PII;PHI; other proprietary or confidential data as defined by the State, including but not limited to “personal information” under Md. Code Ann., Commercial Law § 14-3501(d) and Md. Code Ann., St. Govt. § 10-1301(c) and information not subject to disclosure under the Public Information Act, Title 4 of the General Provisions Article; and .information about an individual that (1) can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information
- Z. Software - The object code version of computer programs licensed pursuant to this TO Agreement. Embedded code, firmware, internal code, microcode, and any other term referring to software that is necessary for proper operation is included in this definition of Software. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections. Software also includes any upgrades, updates, bug fixes or modified versions or backup copies of the Software licensed to the State by TO Contractor or an authorized distributor.
- AA. Software as a Service (SaaS) - A software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted. For the purposes of this TORFP, the terms SaaS and PaaS are considered synonymous and the term SaaS will be used throughout this document

- BB. Solution - All Software, deliverables, services and activities necessary to fully provide and support the TORFP scope of work. This definition of Solution includes all System Documentation developed as a result of this TO Agreement. Also included are all Upgrades, patches, break/fix activities, enhancements and general maintenance and support of the Solution and its infrastructure.
- CC. State – The State of Maryland.
- DD. Source Code – Executable instructions for Software in its high level, human readable form which are in turn interpreted, parsed and/or compiled to be executed as part of a computing system.
- EE. System Availability – The period of time the Solution works as required excluding non-operational periods associated with planned maintenance.
- FF. System Documentation – Those materials necessary to wholly reproduce and fully operate the most current deployed version of the Solution in a manner equivalent to the original Solution including, but not limited to:
- 1) Source Code: this includes source code created by the TO Contractor or subcontractor(s) and source code that is leveraged or extended by the TO Contractor for use in the Task Order.
  - 2) All associated rules, reports, forms, templates, scripts, data dictionaries and database functionality.
  - 3) All associated configuration file details needed to duplicate the run time environment as deployed in the current deployed version of the system.
  - 4) All associated design details, flow charts, algorithms, processes, formulas, pseudo-code, procedures, instructions, help files, programmer’s notes and other documentation.
  - 5) A complete list of Third Party, open source, or commercial software components and detailed configuration notes for each component necessary to reproduce the system (e.g., operating system, relational database, and rules engine software).
  - 6) All associated user instructions and/or training materials for business users and technical staff, including maintenance manuals, administrative guides and user how-to guides.
  - 7) Operating procedures
- GG. Task Order (TO) – The scope of work described in this TORFP.
- HH. TO Agreement - The contract awarded to the successful Offeror pursuant to this Task Order Request for Proposals, the form of which is attached to this TORFP as **Attachment M**.
- II. TO Contractor Personnel - Employees and agents and subcontractor employees and agents performing work at the direction of the TO Contractor under the terms of the Task Order awarded from this TORFP.
- JJ. TO Proposal – As appropriate, either or both of an Offeror’s TO Technical or TO Financial Proposal.
- KK. Technical Safeguards – The technology and the policy and procedures for its use that protect State Data and control access to it.
- LL. Third Party Software – Software and supporting documentation that:

- 8) are owned by a third party, not by the State, the TO Contractor, or a subcontractor,
  - 9) are included in, or necessary or helpful to the operation, maintenance, support or modification of the Solution; and
  - 10) were specifically identified and listed as Third Party Software in the Proposal.
- MM. Total Proposal Price - The Offeror's total proposed price for services in response to this solicitation, included in the TO Financial Proposal with **Attachment B** – TO Financial Proposal Form, and used in the financial evaluation of Proposals (see **TORFP Section 5.5**).
- NN. Upgrade - A new release of any component of the Solution containing major new features, functionality and/or performance improvements.
- OO. Veteran-owned Small Business Enterprise (VSBE) – A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.

**Appendix 2. – Offeror Information Sheet**

<b>Offeror</b>	
<b>Company Name</b>	
<b>Street Address</b>	
<b>City, State, Zip Code</b>	
<b>TO Contractor Federal Employer Identification Number (FEIN)</b>	
<b>TO Contractor eMMA ID number</b>	As of the date of Proposal submission, are you registered to do business with the state of Maryland?
<b>SBE / MBE/ VSBE Certification</b>	
<b>SBE</b>	Number: Expiration Date:
<b>VSBE</b>	Number: Expiration Date:
<b>MBE</b>	Number: Expiration Date: Categories to be applied to this solicitation (dual certified firms must choose only one category).
<b>Offeror Primary Contact</b>	
<b>Name</b>	
<b>Title</b>	
<b>Office Telephone number (with area code)</b>	
<b>Cell Telephone number (with area code)</b>	
<b>e-mail address</b>	
<b>Authorized Offer Signatory</b>	
<b>Name</b>	
<b>Title</b>	
<b>Office Telephone number (with area code)</b>	
<b>Cell Telephone number (with area code)</b>	
<b>e-mail address</b>	

**Appendix 3. - Criminal Background Check Affidavit**

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

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

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

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

\_\_\_\_\_  
Master Contractor

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Appendix 4. - Labor Classification Personnel Resume Summary

### INSTRUCTIONS:

1. For each person proposed, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.  
  
For example: If you propose John Smith, who is your subcontractor, and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as three months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement; in this case, three months.
2. 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.
3. For this TORFP,
  - A. Master Contractors shall comply with all personnel requirements defined under the Master Contract RFP 060B2490023.
  - B. Master Contractors shall propose the CATS+ Labor Category that best fits each proposed resource. A Master Contractor may only propose against labor categories in the Master Contractor's CATS+ Master Contract Financial Proposal.
  - C. A Master Contractor's entire TO Technical Proposal will be deemed not susceptible for award if any of the following occurs:
    - 1) Failure to follow these instructions.
    - 2) Failure to propose a resource for each job title or labor category identified in the TORFP as a required submission.
    - 3) Failure of any proposed resource to meet minimum requirements as listed in this TORFP and in the CATS+ Master Contract.
    - 4) Placing content on the **Minimum Qualifications Summary** that is not also on the **Personnel Resume Summary**. *The function of the **Minimum Qualifications Summary** is to aid the agency to make a minimum qualification determination. Information on the **Minimum Qualification Summary** must correspond with information on the **Personnel Resume Summary** and shall not contain additional content not found on the other form.*
4. Complete and sign the **Minimum Qualifications Summary (Appendix 4A)** and the **Personnel Resume Form (Appendix 4B)** for each resource proposed. Alternate resume formats are not allowed.
  - a. The **Minimum Qualifications Summary** demonstrates the proposed resource meets minimum qualifications for the labor category, as defined in the CATS+ RFP Section 2.10, and any additional minimum requirements stated in this TORFP. For each minimum qualification, indicate the location on the **Personnel Resume Form (Appendix 4B)** demonstrating meeting this requirement.  
  
Only include the experience relevant to meeting a particular minimum qualification. Every skill must be linked to specific work experience and/or education. The **Minimum**

**Qualification Summary** shall not contain content that cannot be correlated to the **Personnel Resume Summary**.

Every experience listed on the **Minimum Qualifications Resume Summary** must be explicitly listed with start and stop dates. Where there is a time requirement such as three months' experience, you must provide the dates from and to showing an amount of time that equals or exceeds the mandatory time requirement; in this case, three months. Note: Overlapping time periods shall only count once against a specific minimum qualification (i.e., a minimum qualification may not be met by listing two examples occurring during the same time period.).

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

**4A MINIMUM QUALIFICATIONS SUMMARY**

CATS+ TORFP # R00B0600006

*All content on this form must also be on the Personnel Resume Form.*

*ONLY include information on this summary that supports meeting a minimum qualification.*

Proposed Individual's Name and Company/SubContractor:	List how the proposed individual meets each requirement by including a reference to relevant entries in Form Appendix 2B								
<b>LABOR CATEGORY TITLE – Architect, Information Technology (Senior) LC# 38</b>									
Education: Insert the education description from the CATS+ RFP from Section 2.10 for the applicable labor category	(Identify school or institution Name; Address; Degree obtained and dates attended.)								
Generalized Experience: Insert the generalized experience description from the CATS+ RFP from Section 2.10 for the applicable labor category Provide dates in the format of MM/YY to MM/YY	(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Generalized Experience.)								
	<table border="1"> <tr> <th>FROM</th> <th>TO</th> <th>Job Title and Company</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td colspan="2">Match to Form Appendix 2B:</td> <td>&lt;insert cross-reference(s) to the full description on Form 5B&gt;</td> </tr> </table>	FROM	TO	Job Title and Company				Match to Form Appendix 2B:	
FROM	TO	Job Title and Company							
Match to Form Appendix 2B:		<insert cross-reference(s) to the full description on Form 5B>							
Specialized Experience: Insert the specialized experience description from the CATS+ RFP from Section 2.10 for the applicable labor category Provide dates in the format of MM/YY to MM/YY	(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Specialized Experience.)								
	<table border="1"> <tr> <th>FROM</th> <th>TO</th> <th>Job Title and Company</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td colspan="2">Match to Form Appendix 2B</td> <td>&lt;insert cross-reference to the full description on Form 5B&gt;</td> </tr> </table>	FROM	TO	Job Title and Company				Match to Form Appendix 2B	
FROM	TO	Job Title and Company							
Match to Form Appendix 2B		<insert cross-reference to the full description on Form 5B>							
TORFP Additional Requirements Minimum qualifications and required certifications as defined in Section 2.1 of this TORFP.  Provide dates in the format of MM/YY to MM/YY									

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

**Master Contractor Representative:**

**Proposed Individual:**

\_\_\_\_\_  
Signature  
  
<<signatoryFirstName>>  
<<signatoryLastName>>  
  
\_\_\_\_\_  
Printed Name:  
  
\_\_\_\_\_

\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Printed Name  
  
\_\_\_\_\_

Date

Date

**4B. Labor Classification Personnel Resume Summary**

**TORFP # R00B0600006**

Instructions: Enter resume information in the fields below; do not submit other resume formats. Submit one resume for each proposed resource

Candidate Name:

TO Contractor: (offerorCompanyName)

**Education / Training**

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

**Relevant Work Experience**

Describe work experience relevant to the Duties / Responsibilities and Minimum Qualifications described in the TORFP. Starts with the most recent experience first; do not include non-relevant experience.

[Organization] [Title / Role] [Period of Employment / Work] [Location] [Contact Person (Optional if current employer)]	Description of Work...
--	------------------------

[Organization] [Title / Role] [Period of Employment / Work] [Location] [Contact Person]	Description of Work...
---	------------------------

<add lines as needed>

**Employment History**

List employment history, starting with the most recent employment first

Start and End Dates	Job Title or Position	Organization Name	Reason for Leaving
<add lines as needed>			

Personnel Resume Summary (Continued)

\*“Candidate Relevant Experience” section must be filled out. Do not enter “see resume” as a response.

**References**

List persons the State may contact as employment references

Reference Name	Job Title or Position	Organization Name	Telephone / E-mail
<add lines as needed>			

Proposed Individual’s Name/Company Name:	How does the proposed individual meet each requirement?
<b>LABOR CATEGORY TITLE: Architect, Information Technology (Senior) LC# 38</b>	
Requirement (See Section 3.9)	Candidate Relevant Experience *
Education: [Insert the education description from Section 3.9 for the applicable labor category]	Education:
Experience: [Insert the experience description from Section 3.9 for the applicable labor category]	Experience:
Duties: [Insert the duties description from Section 3.9 for the applicable labor category]	Duties:

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

TO Contractor Representative:

Proposed Individual:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Sign each Form**

**4A MINIMUM QUALIFICATIONS SUMMARY**

CATS+ TORFP # R00B0600006

*All content on this form must also be on the Personnel Resume Form.*

*ONLY include information on this summary that supports meeting a minimum qualification.*

Proposed Individual's Name and Company/SubContractor:	List how the proposed individual meets each requirement by including a reference to relevant entries in Form Appendix 2B						
<b>LABOR CATEGORY TITLE – Project Manager LC# 2</b>							
Education: Insert the education description from the CATS+ RFP from Section 2.10 for the applicable labor category	(Identify school or institution Name; Address; Degree obtained and dates attended.)						
Generalized Experience: Insert the generalized experience description from the CATS+ RFP from Section 2.10 for the applicable labor category Provide dates in the format of MM/YY to MM/YY	(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Generalized Experience.)						
	<table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>Job Title and Company</th> </tr> </thead> <tbody> <tr> <td>Match to Form Appendix 2B:</td> <td colspan="2">&lt;insert cross-reference(s) to the full description on Form 5B&gt;</td> </tr> </tbody> </table>	FROM	TO	Job Title and Company	Match to Form Appendix 2B:	<insert cross-reference(s) to the full description on Form 5B>	
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FROM	TO	Job Title and Company					
Match to Form Appendix 2B	<insert cross-reference to the full description on Form 5B>						
Specialized Experience: Insert the specialized experience description from the CATS+ RFP from Section 2.10 for the applicable labor category Provide dates in the format of MM/YY to MM/YY	(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Specialized Experience.)						
TORFP Additional Requirements Minimum qualifications and required certifications as defined in Section 2.1 of this TORFP.  Provide dates in the format of MM/YY to MM/YY							

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

**Master Contractor Representative:**

**Proposed Individual:**

\_\_\_\_\_  
Signature  
<<signatoryFirstName>>  
<<signatoryLastName>>  
\_\_\_\_\_  
Printed Name:  
  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Printed Name  
  
\_\_\_\_\_  
Date

**4B. Labor Classification Personnel Resume Summary**

**TORFP # R00B0600006**

Instructions: Enter resume information in the fields below; do not submit other resume formats. Submit one resume for each proposed resource

Candidate Name:

TO Contractor: (offerorCompanyName)

**Education / Training**

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

**Relevant Work Experience**

Describe work experience relevant to the Duties / Responsibilities and Minimum Qualifications described in the TORFP. Starts with the most recent experience first; do not include non-relevant experience.

[Organization] [Title / Role] [Period of Employment / Work] [Location] [Contact Person (Optional if current employer)]	Description of Work...
--	------------------------

[Organization] [Title / Role] [Period of Employment / Work] [Location] [Contact Person]	Description of Work...
---	------------------------

<add lines as needed>

**Employment History**

List employment history, starting with the most recent employment first

Start and End Dates	Job Title or Position	Organization Name	Reason for Leaving
<add lines as needed>			

Personnel Resume Summary (Continued)

\*“Candidate Relevant Experience” section must be filled out. Do not enter “see resume” as a response.

**References**

List persons the State may contact as employment references

Reference Name	Job Title or Position	Organization Name	Telephone / E-mail
<add lines as needed>			

Proposed Individual's Name/Company Name:	How does the proposed individual meet each requirement?
LABOR CATEGORY TITLE: Project Manager LC# 2	
Requirement (See Section 3.9)	Candidate Relevant Experience *
Education: [Insert the education description from Section 3.9 for the applicable labor category]	Education:
Experience: [Insert the experience description from Section 3.9 for the applicable labor category]	Experience:
Duties: [Insert the duties description from Section 3.9 for the applicable labor category]	Duties:

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

TO Contractor Representative:

Proposed Individual:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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**Sign each Form**

**Appendix 5 - Public Reporting Timeline**

<b>Data Delivery Timeline – Annually (Maryland Comprehensive Assessment Program and Alternate)</b>		
		<b>FINAL data expected from EDW</b>
<b>Maryland Comprehensive Assessment Program</b>		
	MCAP ELA and mathematics proficiency and performance level data by grade (3,4,5,6,7,8) and grade span (3-5, 6-8)	Summer 2019, 2020, 2021, 2022, 2023
	MCAP Science proficiency and performance level data by grade (5,8)	
	All grades MCAP ELA, mathematics and Science data (grade 99)	
	Sub Scores for MCAP	
	MCAP ELA, mathematics and science by Proficiency and Performance Level for high school assessments.	
<b>Alt-Maryland Comprehensive Assessment Program</b>		
	Alt-MCAP ELA and mathematics proficiency and performance level data by grade (3,4,5,6,7,8) and grade span (3-5, 6-8)	Summer 2019, 2020, 2021, 2022, 2023
	Alt-MCAP Science proficiency and performance level data by grade (5,8)	
	All grades Alt-MCAP data ELA, mathematics and Science (grade 99)	
	Sub Scores for Alt-MCAP	
	Alt-MCAP ELA, mathematics and Science by Proficiency and Performance Level for high school assessments.	
<b>Accountability Star Ranking</b>		
	Star Ranking for Elementary, Middle, High Schools by School and Local School system	Fall 2019, 2020, 2021, 2022, 2023
	Percentile Ranking for Elementary, Middle, and High Schools	
<b>Accountability Annual Measurable Targets</b>		
	Annual Measurable Targets for Schools for Percent Proficient for ELA and mathematics	Fall 2019, 2020, 2021, 2022, 2023

	Annual Measurable Targets for Schools for Cohort Adjusted Graduation Rate (4-Year And 5-year)	
	Annual Measurable Targets for English Language Learners	
<b>High School Completion Status</b>		
	High School Completion Status Data including College and Career Readiness measures	Fall 2019, 2020, 2021, 2022, 2023
<b>NAEP</b>		
	NAEP data	Fall 2019, 2021, 2023
<b>GRADUATION</b>		
	Cohort Adjusted Graduation Rate (5-year) Summary and Details	Fall 2019, 2020, 2021, 2022
	Cohort Adjusted Graduation Rate (4-year) Summary and Details	Winter 2020, 2021, 2022, 2023
<b>DROPOUT</b>		
	Cohort Dropout Summary and Details	Winter 2020, 2021, 2022, 2023
<b>PROMOTION</b>		
	Promotion Rate	Winter 2020, 2021, 2022, 2023
<b>DEMOGRAPHICS</b>		
	School Data Set	Fall 2019, 2020, 2021, 2022, 2023
	School Begin/End Grades Data ( final data)	Fall 2019, 2020, 2021, 2022, 2023, 2024
	Enrollment	Winter 2020, 2021, 2022, 2023, 2024
	Teacher Data	Summer 2019, 2020, 2021, 2022, 2023
	Financial Data	Winter 2020, 2021, 2022, 2023, 2024
<b>ATTENDANCE/PARTICIPATION</b>		
	Participation (Attendance)	Summer 2019, 2020, 2021, 2022, 2023
	Student Mobility	Winter 2020, 2021, 2022, 2023, 2024
	Chronic Absenteeism	Fall 2019, 2020, 2021, 2022, 2023
	Absent fewer than 5 more than 20	Fall 2019, 2020, 2021, 2022, 2023

COLLEGE READINESS		
	Advanced Placement	Fall 2019, 2020, 2021, 2022, 2023
	SAT	Fall 2019, 2020, 2021, 2022, 2023
	ACT	Fall 2019, 2020, 2021, 2022, 2023
	PSAT	Spring 2020, 2021, 2022, 2023, 2024
	National Student Clearinghouse	Summer 2020, 2021, 2022, 2023, 2024
	International Baccalaureate	Fall 2019, 2020, 2021, 2022, 2023
NCES		
	School Directory File	Winter 2020, 2021, 2022, 2023, 2024

**Appendix 6 – Federal Compliance Reporting Timeline**

**SchoolYear2018-2019EDFactsFilesbyDueDate**

File Number	File Name	Data Group(s)	SEA	LEA	SCH	Due Date
<b>January-19</b>						
029	Directory	1, 4, 5, 7, 8, 9, 10, 11, 16, 21, 27, 453, 458, 529, 531, 551, 559, 570, 571, 653, 669, 743,804	Y	Y	Y	1/25/2019
039	Grades Offered	18	N	Y	Y	1/25/2019
190	Charter School Authorizer Directory	798, 805, 806, 807, 808	Y	N	N	1/25/2019
196	Management Organizations Directory	825, 826, 827, 828, 829	Y	N	N	1/25/2019
197	Crosswalk of Charter Schools to Management Organizations	833	N	N	Y	1/25/2019
198	Charter Contracts	830, 831, 832	N	N	Y	1/25/2019
206	School Support and Improvement	842, 843, 844	N	N	Y	1/25/2019
<b>February-19</b>						
130	ESEA Status	34, 36	N	N	Y	2/13/2019
<b>March-19</b>						
033	Free and Reduced Price Lunch	565,813	N	N	Y	3/27/2019
052	Membership	39	Y	Y	Y	3/27/2019
129	CCD School	22, 24, 573, 791, 803	N	N	Y	3/27/2019
<b>April-19</b>						
002	Children with Disabilities (IDEA) School-Age	74	Y	Y	Y	4/3/2019
089	Children with Disabilities (IDEA) Early Childhood	613	Y	Y	N	4/3/2019
141	EL Enrolled	678	Y	Y	Y	4/26/2019
<b>May-19</b>						
059	Staff FTE	528, 644	Y	Y	Y	5/31/2019
<b>November-19</b>						
005	Children with Disabilities (IDEA) Removal to Interim Alternative Educational Setting	512	Y	Y	N	11/6/2019
006	Children with Disabilities (IDEA) Suspensions/Expulsions	475	Y	Y	N	11/6/2019

007	<i>Children with Disabilities (IDEA) Reasons for Unilateral Removal</i>	476	Y	Y	N	11/6/2019
009	<i>Children with Disabilities (IDEA) Exiting Special Education</i>	85	Y	Y	N	11/6/2019
070	<i>Special Education Teachers</i>	486	Y	Y	N	11/6/2019
088	<i>Children with Disabilities (IDEA) Disciplinary Removals</i>	598	Y	Y	N	11/6/2019
099	<i>Special Education Related Services Personnel</i>	609	Y	Y	N	11/6/2019
112	<i>Special Education Paraprofessionals</i>	647	Y	Y	N	11/6/2019
143	<i>Children with Disabilities (IDEA) Total Disciplinary Removals</i>	682	Y	Y	N	11/6/2019
144	<i>Educational Services During Expulsion</i>	683	Y	Y	N	11/6/2019
<b>December-19</b>						
045	<i>Immigrant</i>	519	Y	Y	N	12/11/2019
050	<i>Title III English Language Proficiency Results</i>	151	Y	Y	Y	12/11/2019
067	<i>Title III Teachers</i>	422	Y	Y	N	12/11/2019
103	<i>Accountability</i>	699	N	N	Y	12/11/2019
116	<i>Title III Students Served</i>	648	Y	Y	N	12/11/2019
118	<i>Homeless Students Enrolled</i>	655	Y	Y	N	12/11/2019
126	<i>Title III Former EL Students</i>	668	Y	Y	N	12/11/2019
137	<i>English Language Proficiency Test</i>	674	Y	Y	Y	12/11/2019
138	<i>Title III English Language Proficiency Test</i>	675	Y	Y	Y	12/11/2019
139	<i>English Language Proficiency Results</i>	676	Y	Y	Y	12/11/2019
170	<i>LEA Subgrant Status</i>	754	N	Y	N	12/11/2019
175	<i>Academic Achievement in Mathematics</i>	583	Y	Y	Y	12/11/2019
178	<i>Academic Achievement in Reading/Language Arts</i>	584	Y	Y	Y	12/11/2019
179	<i>Academic Achievement in Science</i>	585	Y	Y	Y	12/11/2019
185	<i>Assessment Participation in Mathematics</i>	588	Y	Y	Y	12/11/2019
188	<i>Assessment Participation in Reading/Language Arts</i>	589	Y	Y	Y	12/11/2019
189	<i>Assessment Participation in Science</i>	590	Y	Y	Y	12/11/2019
194	<i>Young Homeless Children Served (McKinney-Vento)</i>	818	Y	Y	N	12/11/2019
195	<i>Chronic Absenteeism</i>	814	N	N	Y	12/11/2019
199	<i>Graduation Rate Indicator Status</i>	834	N	N	Y	12/11/2019
200	<i>Academic Achievement Indicator Status</i>	835	N	N	Y	12/11/2019
201	<i>Other Academic Indicator Status</i>	836	N	N	Y	12/11/2019
202	<i>School Quality or Student Success Indicator Status</i>	838	N	N	Y	12/11/2019
203	<i>Teachers</i>	839	Y	Y	Y	12/11/2019
204	<i>Title III English Learners</i>	840, 841	Y	Y	N	12/11/2019
205	<i>Progress Achieving English Language Proficiency Indicator Status</i>	837	N	N	Y	12/11/2019
082	<i>CTE Concentrators Exiting</i>	521	Y	N	N	12/31/2019
083	<i>CTE Concentrators Graduates</i>	320	Y	N	N	12/31/2019

142	<i>CTE Concentrators Academic Achievement</i>	681	Y	N	N	12/31/2019
154	<i>CTE Concentrators Graduation Rate</i>	702	Y	N	N	12/31/2019
155	<i>CTE Participants in Programs for Non-traditional</i>	703	Y	N	N	12/31/2019
156	<i>CTE Concentrators in Programs for Non-traditional</i>	704	Y	N	N	12/31/2019
157	<i>CTE Concentrators Technical Skills</i>	705	Y	N	N	12/31/2019
158	<i>CTE Concentrators Placement</i>	736	Y	N	N	12/31/2019
169	<i>CTE Type of Placement</i>	753	Y	N	N	12/31/2019
<b>February-20</b>						
086	<i>Students Involved with Firearms</i>	596	Y	Y	N	2/5/2020
163	<i>Discipline Data</i>	603	N	Y	Y	2/5/2020
032	<i>Dropouts</i>	326	Y	Y	Y	2/12/2020
037	<i>Title I Part A SWP/TAS Participation</i>	548	Y	Y	N	2/12/2020
040	<i>Graduates/Completers</i>	306	Y	Y	Y	2/12/2020
054	<i>MEP Students Served - 12 Months</i>	102	Y	N	N	2/12/2020
113	<i>N or D Academic Achievement - State Agency</i>	628	Y	N	N	2/12/2020
119	<i>N or D Participation - State Agency</i>	656	Y	N	N	2/12/2020
121	<i>Migrant Students Eligible - 12 Months</i>	634	Y	N	N	2/12/2020
122	<i>MEP Students Eligible and Served - Summer/Intersession</i>	635	Y	N	N	2/12/2020
125	<i>N or D Academic Achievement - LEA</i>	629	N	Y	N	2/12/2020
127	<i>N or D Participation - LEA</i>	657	N	Y	N	2/12/2020
131	<i>LEA End of SY Status</i>	614	N	Y	N	2/12/2020
132	<i>School End of SY Status</i>	56, 794	N	N	Y	2/12/2020
134	<i>Title I Part A Participation</i>	670	Y	Y	N	2/12/2020
145	<i>MEP Services</i>	684	Y	N	N	2/12/2020
150	<i>Regulatory Adjusted-Cohort Graduation Rate</i>	755, 695, 697	Y	Y	Y	2/12/2020
151	<i>Cohorts for Regulatory Adjusted-Cohort Graduation Rate</i>	696, 698, 756	Y	Y	Y	2/12/2020
160	<i>High School Graduates Postsecondary Enrollment</i>	739	Y	Y	Y	2/12/2020
165	<i>Migrant Data</i>	110, 514	N	N	Y	2/12/2020
180	<i>N or D in Programs Outcomes</i>	783, 782	Y	Y	N	2/12/2020
181	<i>N or D Exited Programs Outcomes</i>	785, 784	Y	Y	N	2/12/2020
193	<i>Title I Allocations</i>	788, 797	N	Y	N	2/12/2020
<b>June-20</b>						
035	<i>Federal Programs</i>	547	Y	Y	N	6/2/2021