



Consulting and Technical Services Plus (CATS+)

Task Order Request for Proposals (TORFP)

Juvenile Services Education (JSE) Commercial Off The Shelf (COTS) Student Information System (SIS) System Development TORFP

CATS+ TORFP # R00B3400094

Maryland State Department of Education (MSDE)

ISSUE DATE: September 13, 2013

TABLE OF CONTENTS

SECTION 1 - ADMINISTRATIVE INFORMATION 6

- 1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT 6
- 1.2 TO AGREEMENT 6
- 1.3 TO PROPOSAL SUBMISSIONS 6
- 1.4 ORAL PRESENTATIONS/INTERVIEWS 6
- 1.5 MINORITY BUSINESS ENTERPRISE (MBE) 6
- 1.6 CONFLICT OF INTEREST 7
- 1.7 NON-DISCLOSURE AGREEMENT 7
- 1.8 LIMITATION OF LIABILITY CEILING 7
- 1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES 7

SECTION 2 - SCOPE OF WORK 10

- 2.1 PURPOSE 10
- 2.2 REQUESTING AGENCY BACKGROUND 10
- 2.3 ROLES AND RESPONSIBILITIES 11
- 2.4 PROJECT BACKGROUND 11
- 2.5 REQUIREMENTS 12
 - 2.5.1 FUNCTIONAL / BUSINESS REQUIREMENTS 12
 - 2.5.2 TECHNICAL REQUIREMENTS 16
 - 2.5.3 NON-FUNCTIONAL, NON-TECHNICAL REQUIREMENTS 17
- 2.6 DELIVERABLES 18
 - 2.6.1 DELIVERABLE SUBMISSION PROCESS 18
 - 2.6.2 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA 19
 - 2.6.3 CONTRACTOR’S APPLICATION SUPPORT AND SERVICE LEVELS 20
- 2.7 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES 22
- 2.8 CONTRACTOR PERSONNEL MINIMUM EXPERTISE REQUIRED 22
- 2.9 CONTRACTOR MINIMUM QUALIFICATIONS 23
- 2.10 RETAINAGE 23
- 2.11 INVOICING 23
 - 2.11.1 INVOICE SUBMISSION PROCEDURE 24
- 2.12 MBE PARTICIPATION REPORTS 24

SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS..... 26

- 3.1 REQUIRED RESPONSE 26
- 3.2 FORMAT 26
 - 3.2.1 TECHNICAL PROPOSAL 26
 - 3.2.2 FINANCIAL RESPONSE 28

SECTION 4 – TASK ORDER AWARD PROCESS 29

- 4.1 OVERVIEW 29
- 4.2 TECHNICAL PROPOSAL EVALUATION CRITERIA 29
- 4.3 SELECTION PROCEDURES 29
- 4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT 29

ATTACHMENT 1 – SAMPLE PRICE PROPOSAL..... 30

ATTACHMENT 3 – TASK ORDER AGREEMENT 46

ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE..... 49

ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY..... 50

ATTACHMENT 6 – DIRECTIONS 52
ATTACHMENT 7 – NOTICE TO PROCEED 53
ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM 54
ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM 55
ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)..... 56
ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)..... 57
ATTACHMENT 12 – TO CONTRACTOR SELF-REPORTING CHECKLIST 59
ATTACHMENT 13 – LIVING WAGE AFFIDAVIT OF AGREEMENT 62
EXHIBIT A..... 63
EXHIBIT B58

Juvenile Services Education (JSE) Commercial Off The Shelf (COTS)
Student Information System (SIS) System Development TORFP
R00B3400094

PRE-PROPOSAL CONFERENCE INTENT TO ATTEND
Print or Type

NAME OF COMPANY:

ADDRESS OF COMPANY:

FAX NUMBER:

E-Mail ADDRESS:

MINORITY BUSINESS ENTERPRISE (MBE): YES _____ NO _____

EXPECTED NUMBER OF ATTENDEES:

NAME OF PRIMARY CONTACT FOR
PURPOSES OF SENDING INFORMATION:

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

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

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

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

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

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

___ Other (specify)

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

Signature _____ Company Name _____

Date _____ Telephone No. _____

Insert RFP# _____ Fax No. _____

KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services Plus (CATS+) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS+ Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Master Contractors choosing not to submit a proposal must submit a Master Contractor Feedback form. The form is accessible via your CATS+ Master Contractor login screen and clicking on the TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS+ RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments.

TORFP Title:	Juvenile Services Education (JSE) Commercial Off The Shelf (COTS) Student Information System (SIS) System Development
Functional Area:	10 – IT Management Consulting Services
TORFP Issue Date:	September 13, 2013
Closing Date and Time:	Friday, October 18, 2013 no later than 2:00 PM ET
Questions Due Date and Time:	Monday, September 23, 2013 no later than 2:00 PM ET
TORFP Issuing Agency:	Maryland State Department of Education (MSDE) Juvenile Services Education (JSE) 200 West Baltimore Street Baltimore, MD 21201
Send Questions and Proposals to:	Dorothy M. Richburg drichburg@msde.state.md.us
TO Procurement Officer:	Dorothy M. Richburg Office Phone Number: 410-767-0628 Office FAX Number: 410-333-2017
TO Manager:	Chandra Haislet Office Phone Number: 410-767-0035 Office FAX Number: 410-333-2017
TO Project Number:	R00B3400094
TO Type:	Firm Fixed Price with Time & Materials using Work Order Process
Period of Performance:	November 1, 2013 – October 31, 2018
MBE Goal:	25% with sub-goals for Women-owned of 8 %, African American-owned of 7 % and Hispanic American-owned of 2 %; Balance of 8% to be allocated to any other MBE or added to above
Small Business Reserve (SBR):	No
Primary Place of Performance:	MSDE 200 West Baltimore Street Baltimore, MD 21201
TO Pre-proposal Conference:	MSDE 200 West Baltimore Street Baltimore, MD 21201 Friday, September 27, 2013 at 10:00 AM ET See Attachment 6 for directions.

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

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

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

1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific TO Agreement, Attachment 3, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal.

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. The TO Proposal is to be submitted via e-mail (maximum size 10 MB) as two (2) attachments in MS Word 2007 or newer format. The "subject" line in the e-mail submission shall state the TORFP #R00B3400094. The first file will be the TO Technical Proposal to this TORFP titled, "CATS+ TORFP #R00B3400094 Technical." The second file will be the TO Financial Proposal to this CATS+ TORFP titled, "CATS+ TORFP #R00B3400094 Financial." The following proposal documents shall be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 2 – MBE Forms D-1 and D-2
- Attachment 4 – Conflict of Interest Affidavit and Disclosure
- Attachment 5 – Labor Classification Personnel Resume Summary
- Attachment 13 – Living Wage Affidavit of Agreement
- Attachment 14 – Certification Regarding Investments in Iran

1.4 ORAL PRESENTATIONS/INTERVIEWS

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

1.5 MINORITY BUSINESS ENTERPRISE (MBE)

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

1.6 CONFLICT OF INTEREST

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

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

1.7 NON-DISCLOSURE AGREEMENT

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

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

1.8 LIMITATION OF LIABILITY CEILING

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

1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

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 CATS+ TOs. This process shall typically apply to active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS+ TOs are subject to review.

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

1.10 VISUAL AND NON-VISUAL ACCESS REQUIREMENTS

The following shall apply to this TORFP:

By submitting a proposal, the Master Contractor warrants that the information technology offered under the proposal (1) provides equivalent access for effective use by both visual and non-visual means; (2) will present information, including prompts used for interactive communication, in formats intended for both visual and non-visual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for non-visual access.

The Master Contractor further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for non-visual access shall not increase the cost of the information technology by more than five percent. For purposes of this TO Contract, the phrase “equivalent access” means the ability to receive, use and manipulate information, and operate controls necessary to access and use information technology by non- visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

The Non-visual Access Clause noted in COMAR 21.05.08.05 and referenced in this solicitation is the basis for the standards that have been incorporated into the Maryland regulations, which can be found at: <http://www.doit.maryland.gov> - Search: nva

1.11 QUESTIONS

All questions must be submitted via email to the TO Procurement Officer no later than the date and time indicated in the Key Information Summary Sheet. Answers applicable to all Master Contractors will be distributed to all Master Contractors who are known to have received a copy of the TORFP.

Answers can be considered final and binding only when they have been answered in writing by the State.

1.12 TO PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at the time, date and location indicated on the Key Information Summary Sheet. Attendance at the pre-proposal conference is not mandatory, but all Offerors are encouraged to attend in order to facilitate better preparation of their proposals.

Seating at pre-proposal conference will be limited to two (2) attendees per company. Attendees should bring a copy of the TORFP and a business card to help facilitate the sign-in process.

The pre-proposal conference will be summarized in writing. As promptly as is feasible subsequent to the pre-proposal conference, the attendance record and pre-proposal summary will be distributed via email to all Master Contractors known to have received a copy of this TORFP.

In order to assure adequate seating and other accommodations at the pre-proposal conference please email the Procurement Officer indicating your planned attendance no later than three (3) business days prior to the pre-proposal conference. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please contact the Procurement Officer no later than five (5) business days prior to the pre-proposal conference. The TO Requesting Agency will make reasonable efforts to provide such special accommodation.

1.13 CHANGE ORDERS

If the TO Contractor is required to perform work beyond the scope of Section 2 of this TORFP, or there is a work reduction due to unforeseen scope changes, a TO Change Order is required. The TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor’s proposed rates in the Master Contract and scope of the work change. No scope of work changes shall be performed until a change order is approved by DoIT and executed by the TO Procurement Officer.

1.14 TRAVEL REIMBURSEMENT

Expenses for travel and other costs shall not be reimbursed.

1.15 LIVING WAGE

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. An Affidavit of Agreement shall be submitted as part of the Master Contract Agreement in accordance with the CATS+ Master Contract.

A proposal submitted by an Offeror shall be accompanied by a completed Living Wage Affidavit of Agreement. See Attachment 13 for a copy of the Living Wage Affidavit of Agreement.

1.16 IRANIAN NON-INVESTMENT

A proposal submitted by an Offeror shall be accompanied by a completed Certification Regarding Investments in Iran. A copy of this Certification is included as Attachment 14 of this TORFP.

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

MSDE is issuing this CATS+ TORFP to obtain and implement a COTS SIS on a Firm Fixed Price basis that MSDE will make available to the headquarters staff and 14 JSE school facilities. In addition to the COTS SIS software, this TORFP will also provide the consulting and technical services required to customize and implement the COTS SIS to meet the needs of the JSE users, provide user training and support, and establish data file transfer capabilities with the 24 Local Educational Agency (LEA) SISs, enhancing the data collection of student information contained in the PK12 Statewide Longitudinal Data System (SLDS). Customization and implementation of the COTS SIS, and data file transfer capabilities with the 24 LEA SISs are critical, because JSE students will often transfer to and from the JSE and LEA schools. A phased approach will be used in the system development:

Phase I – customize and implement the COTS SIS, and provide user training and support

Phase II –implement data file transfer capabilities of the COTS SIS to/from the 24 LEA SISs (import and export)

MSDE may utilize a Work Order Process as defined in Section 2.13 for other services related to the COTS SIS including enhancements or other related integration services.

2.2 REQUESTING AGENCY BACKGROUND

MSDE exemplifies energetic leadership and innovative products and services to improve public education, library services, and rehabilitation services. MSDE develops and implements standards and policy for education programs from pre-kindergarten through high school. MSDE also oversees technical education, rehabilitation services, and library programs throughout the state’s 24 LEA systems.

MSDE’s JSE program provides educational programming, including academic instruction in Core Content subjects and Career and Technology Education, library/media services, life skills, and special education services to youth residing in residential facilities. JSE will serve approximately 800 -1,000 youth on a daily basis at 14 facilities throughout the state. Currently, JSE uses a manual system comprised of Microsoft Word and Excel templates for monthly and annual reporting, and these report templates are included as attachments in Exhibit B. Look for the report index in the section titled, “*JSE Reporting Templates Currently in Use to be Created in New COTS SIS*”.

The new JSE SIS application will be deployed and utilized in the following locations:

1. JSE Headquarters at MSDE (Baltimore City)
2. Charles H. Hickey Jr. School (Parkville, Baltimore County)
3. Baltimore City Juvenile Justice Center (Baltimore City)
4. Lower Eastern Shore Children’s Center (Salisbury, Wicomico County)
5. J. DeWeese Carter Center (Chestertown, Kent County)
6. Victor Cullen Center (Sabillasville, Frederick County)
7. Western Maryland Children’s Center (Hagerstown, Washington County)
8. Cheltenham Youth Center (Cheltenham, Prince George’s County)
9. Thomas J. S. Waxter Center (Laurel, Prince George’s County)
10. William Donald Schaefer House (Baltimore City)
11. Alfred T. Noyes Center (Rockville, Montgomery County)
12. Backbone Mountain Youth Center (Swanton, Garrett County)
13. Savage Mountain Youth Center (Lanaconing, Garrett County)
14. Meadow Mountain Youth Center (Grantsville, Garrett County)

15. Green Ridge Youth Center (Flintstone, Alleghany County)

For more information on the JSE program, please visit:

http://www.marylandpublicschools.org/MSDE/divisions/careertech/juvenile_services/

2.3 ROLES AND RESPONSIBILITIES

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

TO Manager – The TO Manager is the SLDS Project Sponsor who also has the primary responsibility for the management of the work performed under the TO Agreement; administration functions including issuing written directions; ensuring compliance with the terms and conditions of the Contract; and in conjunction with the selected Offeror, achieving on budget/on time/on target (e.g., within scope) completion of the scope of work.

TO Contractor Manager – The TO Contractor Manager is the representative who acts as the point of contact between the Agency and the TO Contractor. He/she manages TO Contractor Personnel activities and is responsible for status reporting and issue resolution with the Agency.

TO Contractor Personnel – The TO Contractor Personnel will be primarily responsible for performing the activities defined in Section 2.0 for the statement of work including the on-time deliverables in accordance with deliverables and acceptance criteria.

2.4 PROJECT BACKGROUND

MSDE seeks to procure and receive services from a single Offeror to collaborate with the JSE, SLDS, and Office of Information Technology (OIT) groups to provide a single, integrated, and interoperable COTS SIS. This TORFP will solicit vendor proposals for the procurement, customization, integration, implementation, user training and support, and operations & maintenance of a COTS SIS. In Phase I, the COTS SIS shall be customized to meet the specific needs of JSE schools, where the standard functionality of the COTS system does not meet the JSE requirements. In Phase II, data file transfer capabilities with the 24 LEA SISs shall be established. The following information details the various SISs currently used by the 24 LEAs:

SIS Application	Vendor	LEAs	% LEAs	% Students	% Students
Chancery	Pearson	2	8.3%	155,919	18.5%
PowerSchool	Pearson	9	37.5%	54,787	6.5%
Aspen	X2	3	12.5%	73,727	8.7%
Harris	Harris	1	4.2%	127,977	15.2%
STARS	BCPS	1	4.2%	103,180	12.2%
Custom	MCPS	1	4.2%	139,282	16.5%
CIMS	IBM	2	8.3%	48,461	5.7%
older version	Sungard	1	4.2%	38,610	4.6%
eSchoolPlus	Sungard	4	16.7%	101,838	12.1%
		24		843,781	

The system architecture shall utilize MSDE owned and hosted centralized application and storage servers based at MSDE in Baltimore - two Dell PowerEdge R720 (225-2133) and one Dell PowerEdge R420 (225-2987) servers, supporting thin client web access at the JSE headquarters and the 14 remote school facilities. All equipment to host the SIS is out of scope for this TORFP. However, the Master Contractor shall propose a software configuration that will support the current and anticipated needs of the system.

The SIS will contain student information for approximately 800-1,000 active residents. Anticipated users of the SIS will include approximately:

- Mean of 170 concurrent field staff members across 14 school facilities with no significant changes in total number of users anticipated
- Up to 20 JSE headquarters staff at MSDE

2.5 REQUIREMENTS

2.5.1 FUNCTIONAL / BUSINESS REQUIREMENTS

Functional requirements relate to what business processes must be provided or supported under the TO.

ID #	Functional / Business Requirements
2.5.1.1	<p>COTS SIS application shall include a student data/demographics module (see “<i>Maryland Student Records Manual 2011 Standard Demographic String</i>” in Exhibit B – File & Report Formats). For reference, the complete manual can be accessed here: http://www.marylandpublicschools.org/NR/ronlyres/FCB60C1D-6CC2-4270-BDAA-153D67247324/29203/MD_Student_Records_System_Manual_2012.pdf</p>
2.5.1.2	<p>SIS shall include a registration and enrollment module (see “<i>Maryland Student Records Manual 2011 Student Entry/Exit Information Requirements</i>” and “<i>JSE Reporting Templates Currently in Use to be Created in New COTS SIS</i>” in Exhibit B – File & Report Formats):</p> <ul style="list-style-type: none"> a) Total number of students (first day of month) b) Total number of students added during the month c) Total number withdrawn during the month d) Total number of students at end of month (a+b–c = d) e) Number of students served by facility detailing each month and fiscal year total
2.5.1.3	<p>SIS shall include a scheduling module, including event calendar. The scheduling module shall:</p> <ul style="list-style-type: none"> a) Allow JSE HQ administrator rights to schedule events for all school facilities, and allow individual schools to schedule intra-school events b) Capture teacher utilization including information on: <ul style="list-style-type: none"> i. Total Number of Potential Instructional Periods ii. Total Number of Actual Instructional Periods iii. Total Number of Periods Lost to Facility Issues iv. Total Number of Periods Lost to Leave v. Total Number of Periods Lost to Professional Development vi. % of Actual Instruction (ii/i) vii. % of Facility Issues (iii/i) viii. % of Leave (iv/i)

	<p>ix. % of Professional Development (v/i) c) Capture information to report on number of work days</p> <p>See Exhibit B – File & Report Formats, “<i>JSE Reporting Templates Currently in Use to be Created in New COTS SIS</i>” for examples of items b & c</p>																																										
2.5.1.4	<p>SIS shall include an attendance module. The attendance module shall:</p> <ul style="list-style-type: none"> a) Capture user defined attendance parameters b) Capture user defined absence reason codes c) Capture Excused absences which can be entered for future dates d) Allow absences to be sorted and displayed by student, class, period, school facility, and grade fields e) Report on total number of students attending for the month f) Report on total number of students enrolled for the month g) Report on percentage of attendance (e/f = g) h) Report on number of students with perfect attendance i) Provide monthly attendance report by facility for four instructional periods and five subjects with monthly and annual totals <p>See Exhibit B – File & Report Formats , “<i>JSE Reporting Templates Currently in Use to be Created in New COTS SIS</i>” for examples of items c-g</p>																																										
2.5.1.5	<p>SIS shall include a gradebook module. The gradebook module shall:</p> <ul style="list-style-type: none"> a) Track students with achievements in reading certificates b) Track students with achievements in math certificates c) Track students with a two month gain in reading d) Track students with a two month gain in math e) Track students with BASI pre-test and post-test results f) Track students with GED testing attempts and completions <p>See Exhibit B – File & Report Formats , “<i>JSE Reporting Templates Currently in Use to be Created in New COTS SIS</i>” for examples of items a-f</p>																																										
2.5.1.6	<p>SIS shall include a grades and transcripts module, including electronic transcripts. The grades and transcript module shall:</p> <ul style="list-style-type: none"> a) Provide ability to exchanges grades and transcripts with the student’s home LEA school b) Interoperable with other SISs used in the State of Maryland (Phase II): <table border="1" data-bbox="412 1633 1263 1955"> <thead> <tr> <th colspan="2">SIS Application</th> <th>Vendor</th> <th>LEAs</th> <th>% LEAs</th> <th>% Students</th> </tr> </thead> <tbody> <tr> <td>Chancery</td> <td>Pearson</td> <td>2</td> <td>8.3%</td> <td>155,919</td> <td>18.5%</td> </tr> <tr> <td>PowerSchool</td> <td>Pearson</td> <td>9</td> <td>37.5%</td> <td>54,787</td> <td>6.5%</td> </tr> <tr> <td>Aspen</td> <td>X2</td> <td>3</td> <td>12.5%</td> <td>73,727</td> <td>8.7%</td> </tr> <tr> <td>Harris</td> <td>Harris</td> <td>1</td> <td>4.2%</td> <td>127,977</td> <td>15.2%</td> </tr> <tr> <td>STARS</td> <td>BCPS</td> <td>1</td> <td>4.2%</td> <td>103,180</td> <td>12.2%</td> </tr> <tr> <td>Custom</td> <td>MCPS</td> <td>1</td> <td>4.2%</td> <td>139,282</td> <td>16.5%</td> </tr> </tbody> </table>	SIS Application		Vendor	LEAs	% LEAs	% Students	Chancery	Pearson	2	8.3%	155,919	18.5%	PowerSchool	Pearson	9	37.5%	54,787	6.5%	Aspen	X2	3	12.5%	73,727	8.7%	Harris	Harris	1	4.2%	127,977	15.2%	STARS	BCPS	1	4.2%	103,180	12.2%	Custom	MCPS	1	4.2%	139,282	16.5%
SIS Application		Vendor	LEAs	% LEAs	% Students																																						
Chancery	Pearson	2	8.3%	155,919	18.5%																																						
PowerSchool	Pearson	9	37.5%	54,787	6.5%																																						
Aspen	X2	3	12.5%	73,727	8.7%																																						
Harris	Harris	1	4.2%	127,977	15.2%																																						
STARS	BCPS	1	4.2%	103,180	12.2%																																						
Custom	MCPS	1	4.2%	139,282	16.5%																																						

CIMS	IBM	2	8.3%	48,461	5.7%
older version	Sungard	1	4.2%	38,610	4.6%
eSchoolPlus	Sungard	4	16.7%	101,838	12.1%
		24		843,781	

See Exhibit B – File & Report Formats “*Maryland Student Records Manual 2011 Student Entry/Exit Information Requirements*” for transcript information

2.5.1.7	<p>SIS shall include a behavior records module. The behavior records module shall:</p> <ul style="list-style-type: none"> a) Use defined discipline codes and descriptions b) Provide a list of student discipline incidents searchable by student, type of offense, and date range c) Allow for informal notes/comments and formal letters for each student to be stored and viewed in the behavior records module
2.5.1.8	<p>SIS shall include a health and medical records module. The health and medical records module shall the following information:</p> <ul style="list-style-type: none"> a) Student Record Card 5, Side 1, Health Screening b) Student Record Card 5, Side 2, School Health Information c) Immunization Data, DHMH 896 d) Blood Lead Certificate, DHMH, 4620 e) Health Inventory f) Student health office visits <p>See Exhibit B – File & Report Formats “<i>Maryland Student Records Manual 2011 Student Entry/Exit Information Requirements</i>” for health and medical records information.</p>
2.5.1.9	<p>SIS shall include a teacher portal. The teacher portal shall:</p> <ul style="list-style-type: none"> a) Provide secure https access b) Provide single sign-on password with user self-management for recovery with features such as forgotten user ID and password c) Provide administration module for the portal to address user management. d) Supports current Microsoft Internet Explorer version 9 and newer, Google Chrome version 29 and newer, Apple Safari version 6 and newer, Mozilla Firefox version 23 and newer, and Opera Mini version 7 and newer web browsers used on Microsoft Windows, Mac OSX, and Linux operating systems e) Provide support and accessibility for smartphone including Blackberry, Android and iOS.
2.5.1.10	<p>SIS shall include a parent portal. The parent portal shall:</p> <ul style="list-style-type: none"> a) Provide secure https access b) Provide single sign-on password with user recovery for forgotten user ID and password c) Provide administration module for the portal to address user management. d) Supports current Microsoft Internet Explorer version 9 and newer, Google Chrome

	<p>version 29 and newer, Apple Safari version 6 and newer, Mozilla Firefox version 23 and newer, and Opera Mini version 7 and newer web browsers used on Microsoft Windows, Mac OSX, and Linux operating systems</p> <p>e) Provide support and accessibility for smartphone including Blackberry, Android and iOS.</p>
2.5.1.11	<p>SIS shall include an administrator portal. The administrator portal shall:</p> <p>a) Provide secure https access</p> <p>b) Provide single sign-on password with user recovery for forgotten user ID and password</p> <p>c) Provide administration module for the portal to address user management.</p> <p>d) Supports current Microsoft Internet Explorer version 9 and newer, Google Chrome version 29 and newer, Apple Safari version 6 and newer, Mozilla Firefox version 23 and newer, and Opera Mini version 7 and newer web browsers used on Microsoft Windows, Mac OSX, and Linux operating systems</p> <p>e) Provide support and accessibility for smartphone including Blackberry, Android and iOS.</p>
2.5.1.12	<p>COTS SIS application shall include a State reporting module (see Word and Excel report templates detailed in Exhibit B for JSE reporting requirements, “<i>JSE Reporting Templates Currently in Use to be Created in New COTS SIS</i>”). The State Reporting Module shall be able to produce the information found in all 97 reports listed in Exhibit B. TO Contractor may propose consolidation of reports as long as MSDE has access to all the information in these reports.</p>
2.5.1.13	<p>COTS SIS application shall include standard and ad hoc reporting module, including analysis at the school facility and state level</p>
2.5.1.14	<p>COTS SIS shall be compliant with the Americans with Disabilities Act (ADA) and equivalent State of Maryland accessibility standards and policies</p>
2.5.1.15	<p>COTS SIS shall be compliant with the Federal Educational Records Privacy Act (FERPA)</p>
2.5.1.16	<p>COTS SIS shall be compliant with and certified for the Schools Interoperability Framework (SIF)</p>
2.5.1.17	<p>COTS SIS shall include a testing and assessments reporting module, including Basic Achievement Skills Inventory (BASI), GED, HSA, and MSA. It shall be capable of displaying GED information reports and high school diploma by examination (see Word and Excel report templates detailed in Exhibit B, “<i>JSE Reporting Templates Currently in Use to be Created in New COTS SIS</i>”)</p>
2.5.1.18	<p>COTS SIS shall include instructional benchmarks and Scholastic Reading Inventory (SRI)</p>
2.5.1.19	<p>COTS SIS shall include a special education module (60% of JSE school students are in special education). See “<i>JSE Reporting Templates Currently in Use to be Created in New COTS SIS</i>” for examples of JSE Special Education reporting requirements</p>
2.5.1.20	<p>COTS SIS shall be compatible with mobile device (smart phone) applications</p>

2.5.1.21	COTS SIS shall provide JSE HQ and field staff with secure, web-based reports that can be sorted with filters, and are drillable to other reports, and exportable to other formats such as Excel or PDF
2.5.1.22	COTS SIS shall support Maryland Common Core State Standards
2.5.1.23	COTS SIS shall provide storage for all data for a specified period of time not less than 5 years
2.5.1.24	COTS SIS shall allow customized dashboard views – configurable data content and functionality
2.5.1.25	COTS SIS shall perform automatic student record maintenance of student data until age 22, then user with administrative rights to purge or archive as a batch process at the end of the fiscal year (June 30 th)
2.5.1.26	TO Contractor shall provide user training for MSDE HQ and 14 JSE school's staff. Primary user training to be conducted in-person at MSDE in Baltimore, MD; with supplemental training to be conducted via webinar. TO contractor shall provide 30 hard copy manuals.

2.5.2 TECHNICAL REQUIREMENTS

ID #	Technical Requirements
2.5.2.1	COTS SIS shall provide a process to batch load student data
2.5.2.2	COTS SIS shall provide the capacity to expand data fields
2.5.2.3	COTS SIS shall allow for systematic database enhancement and cleansing
2.5.2.4	COTS SIS shall provide text error files with rejected records during uploading processes
2.5.2.5	COTS SIS shall provide for user set up of data load for student/teacher information
2.5.2.6	COTS SIS shall support Triple Data Encryption Algorithm (TDEA, as described in ANSI X9.52)
2.5.2.7	COTS SIS shall allow for unrestricted data collection and upload from one system to be sent to another system without interference
2.5.2.8	COTS SIS shall provide a URL linked (from the MSDE teacher toolkit portal) secure web-hosted interface
2.5.2.9	COTS SIS shall support concurrent requests of downloads, uploads, and submissions
2.5.2.10	COTS SIS shall provide messaging capability using the web interface
2.5.2.11	COTS SIS shall provide a user interface presentation that can be changed by the JSE HQ staff administrator

2.5.2.12	COTS SIS shall provide a user-friendly “help” system to assist with all user functions within the system
2.5.2.13	COTS SIS shall be interoperable with the 24 LEA SISs, delivering JSE student information on varied schedules and timeframes (Phase II)
2.5.2.14	Future releases of COTS SIS shall be backwards compatible with version offered by the TO Contractor
2.5.2.15	COTS SIS shall be scalable for a maximum number of active students (2,000 maximum, based on current population of approximately 800-1,000 students, 170 field staff, and 20 HQ staff).
2.5.2.16	COTS SIS shall store and link user training documents for new releases information and any other needed user updates
2.5.2.17	COTS SIS shall support client and server authentication in a single sign on system
2.5.2.18	COTS SIS shall provide internal and shared security measures for sending and receiving tests, results, and data
2.5.2.19	COTS SIS shall provide authorization system including password management and user role access management based on business rules. Roles will be defined by JSE Headquarters staff
2.5.2.20	COTS SIS shall provide logs of unauthorized attempts to access the system and/or data
2.5.2.21	COTS SIS shall send automated security breach and security alerts to JSE HQ and MSDE OIT system admin staff
2.5.2.22	COTS SIS shall provide the role-based access for users within their schools or remotely to perform all functions
2.5.2.23	COTS SIS shall meet or exceed bandwidth baseline system requirements for defined users
2.5.2.24	TO Contractor shall deliver all DoIT compliant Software Development Life Cycle (SDLC) artifacts for all phases to include the integrated Project Management Plan in Word, 8/80 Project Schedule in MS Project 2010, Requirements Traceability Matrix in Excel, Master Test Plan in Word, and Risk and Issue log in Excel (all Word and Excel documents to be in 2007 or newer version)
2.5.2.25	Data Security with Secure Socket Layer (SSL) to establish an encrypted link between a web server and a web browser, ensuring that all data passed between them remains private and secure

2.5.3 NON-FUNCTIONAL, NON-TECHNICAL REQUIREMENTS

ID #	Non-Functional, Non-Technical Requirements
2.5.3.1	TO Contractor shall conduct weekly project management status meetings

2.5.3.2	TO Contractor shall provide annual COTS SIS subscription/license cost based on student and user population detailed in requirement 2.5.2.15
2.5.3.3	<p>TO Contractor shall provide SIS Implementation Services:</p> <ol style="list-style-type: none"> 1. Data migration of JSE Word and Excel reports archived in current manual system for the period from July 1, 2010 to new COTS SIS implementation date 2. COTS SIS fit-gap analysis 3. JSE required customization of COTS SIS to retain current reporting capabilities as defined in Exhibit B, “<i>JSE Reporting Templates Currently in Use to be Created in New COTS SIS</i>” 4. Design, development, and integration of customizations into the COTS software system documented in Software Design Document 5. Unit testing, Regression testing, and User Acceptance Testing (UAT) 6. User training 7. System security and data privacy certification
2.5.3.4	<p>SIS Project Management Services:</p> <ol style="list-style-type: none"> 1. Integrated Project Management Plan 2. 8/80 Project Schedule 3. Requirements Traceability Matrix 4. Master Test Plan 5. Risk and Issue log 6. Weekly Project Management meetings and status reports with MSDE stakeholders
2.5.3.5	<p>Annual SIS Operations and Maintenance Support Cost</p> <ol style="list-style-type: none"> 1. Upgrades and bug fixes 2. Technical support/help desk support 3. Database management support 4. System security/data privacy

2.6 DELIVERABLES

2.6.1 DELIVERABLE SUBMISSION PROCESS

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with Microsoft Office 2007, Microsoft Project 2010 and/or Visio 2007. Drafts of all final deliverables are required at least two weeks in advance of when all final deliverables are due. Written deliverables defined as draft documents must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but shall:

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

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

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 9). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State’s issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.11 Invoicing).

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

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

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

2.6.2 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.6.2.1	SIS compliance	Fully implemented working SIS—in the form of MSDE approved UAT test scripts—that is compliant with requirements 2.5.1.14, 2.5.1.15, 2.5.1.16, and 2.5.2.6. SIS must be compliant with the Americans with Disabilities Act (ADA), the Federal Educational Records Privacy Act (FERPA), must be certified with the Schools Interoperability Framework (SIF), and must be Triple Data Encryption Algorithm compliant (TDEA, as described in ANSI X9.52)	NTP + 60 Calendar Days (CD)
2.6.2.2	COTS SIS “out-of-the-box” standard functional capabilities	Fully implemented working SIS—in the form of MSDE approved UAT test scripts—that is compliant with requirements 2.5.1.1, 2.5.1.2, 2.5.1.3, 2.5.1.4, 2.5.1.5, 2.5.1.6, 2.5.1.7, 2.5.1.8, 2.5.1.9, 2.5.1.10, 2.5.1.11, 2.5.1.12, and 2.5.1.13. These deliverables are based on core	NTP + 30 CDs

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
		functional capabilities that are offered by all COTS SIS solutions: <ol style="list-style-type: none"> 1. Student Data/Demographics 2. Registration and Enrollment 3. Scheduling 4. Attendance 5. Gradebook 6. Grades and Transcripts 7. Behavior Records 8. Health and Medical Records 9. Teacher Portal 10. Parent Portal 11. Administrator Portal 12. State Reporting 13. Standard and Ad Hoc Reporting 	
2.6.2.3	SIS data transfer capabilities to and from the 24 LEA SISs (Phase II)	Fully implemented working SIS—in the form of MSDE approved UAT test scripts—that is compliant with requirement 2.5.2.13	NTP + 90 CDs
2.6.2.4	SIS customization to meet JSE business and functional requirements	Fully implemented working SIS—in the form of MSDE approved UAT test scripts—that is compliant with requirements 2.5.1.17, 2.5.1.18, 2.5.1.19, 2.5.1.20, 2.5.1.21, 2.5.1.22, 2.5.1.23, 2.5.1.24, and 2.5.1.25	NTP + 60 CDs
2.6.2.5	User training for MSDE HQ staff and at the 14 school facilities with hard copy manuals provided for all trainees	JSE Director formal sign-off after primary training session at MSDE, supplemental webinar sessions, and 30 hard copies of the user manual have been provided, as specified in requirement 2.5.1.26	NTP + 55 CDs
2.6.2.6	Annual COTS SIS Subscription/License. Cost to be detailed in Attachment 1B Sample Price Proposal Form.	Licensing agreement with terms and conditions formally executed by MSDE that is compliant with requirement 2.5.2.15	NTP + 30 CDs
2.6.2.7	DoIT SDLC project artifacts	MSDE TO Manager approval of documents as specified in requirement 2.5.2.24: <ol style="list-style-type: none"> 1. Project Management Plan in Word 2007 2. 8/80 Project Schedule in MS Project 2010 3. Requirements Traceability Matrix in Excel 2007 4. Master Test Plan in Word 2007 	Item #1 due NTP + 15 CD Item #2 due NTP + 15 CD Item #3 due NTP + 30 CD Item #4 due NTP + 45 CD Item #5 due NTP + 15 CD Items 1, 2, and 5 to be updated bi-weekly after the initial creation.

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
		5. Risk and Issue log in Excel 2007	
2.6.2.8	Annual SIS Operations and Maintenance Support Cost	<ol style="list-style-type: none"> 1. Upgrades and bug fixes 2. Technical support/help desk support (see 2.6.3, Contractor's Application Support and Service Levels) 3. Database management support 4. System security/data privacy 	NTP + 90 CDs to start and continue for four years

2.6.3 CONTRACTOR'S APPLICATION SUPPORT AND SERVICE LEVELS

Contractor shall work with MSDE to meet the following required service levels. If service levels cannot be met based on maintenance and support workload, the Contractor is required to notify MSDE in advance of the on-site response requirement. In the event that adequate notification is not given and the Service Level Agreements are not met, MSDE may withhold up to 10% of each applicable monthly invoice if the State concludes that the Contractor has not met its responsibility.

Service Levels	Phone Response	On-Site Response	Response Availability	Comments
Urgent	1/4 hour	4 hours if necessary	5 days/week, Mon-Fri, 8AM-5PM. Weekend and holiday support provided when planned or necessary. MSDE will make prior arrangements with Contractor.	The issue causes the systems or users to be unable to work or perform a significant portion of their job.
High	2 hours	1 business day if necessary	5 days/week, Mon-Fri, 8AM-5PM. Weekend support provided when planned or necessary. MSDE will make prior arrangement with Contractor.	The issue severely impairs functionality such that data is incorrectly processed or stored. A work around may exist but its use is not satisfactory.
Normal	4 hours	2 business days	5 days/week, Mon-Fri, 8AM-5PM	The issue causes failure of non-critical aspects of the system. There is a

Service Levels	Phone Response	On-Site Response	Response Availability	Comments
				reasonably satisfactory work around.

2.7 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards, and guidelines affecting IT projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards, and guidelines affecting project execution. The following policies, guidelines, and methodologies can be found at <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx> under “Policies and Guidance.” These may include, but are not limited to:

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

2.8 TO CONTRACTOR PERSONNEL REQUIREMENTS

The Master Contractor consulting and technical resources staff shall document a professional level of expertise in COTS software customization, integration, and implementation. For resources proposed on the TORFP, below are the required qualifications expected for the resources the TO Contractor proposed in those labor categories.

A. Project Manager (Technical) – Labor Category #2 with the following required qualifications:

1. Bachelors level degree in Information Systems, Business Management or Education with a focused background in working with COTS educational software.
2. Project Management Institute (PMI) certified or a project manager with at least five (5) years of experience on projects exceeding \$200,000, available to work full-time.
3. At least five (5) years of experience engaged in managing medium scale technical projects involving multiple stakeholders in a PK12 environment.

B. Database Manager – Labor Category #21 with the following required qualifications:

1. Bachelors level degree in Information Systems, Computer Science or Software Development with a focused background in working with COTS educational software.
2. At least five (5) years of experience on designing and implementing these types of educational systems.

C. Subject Matter Experts – Labor Category #4 with the following required qualifications:

1. Bachelors level degree in Information Systems, Business Management, Administration or Education with a focused background in performing requirements gathering, fit-gap analysis, integration, and implementation of COTS educational software systems.
2. At least three (3) years of experience on customizing, integrating, and implementing these types of educational systems.

D. Database Management Specialist (Junior) – Labor Category #23 with the following required qualifications:

1. Bachelors level degree in Information Systems with a focused background in working with COTS educational/student database systems.
2. At least three (3) years of experience working with multiple types of student database systems.

E. Security, Data Specialist – Labor Category #50 with the following required qualifications:

1. Bachelors level degree in Data Systems Security with a focused background in educational/student database systems.
2. At least three (3) years of experience working with medium scale implementations of COTS educational software.

F. Administrator, Systems – Labor Category #47 with the following required qualifications:

1. Bachelors level degree or equivalent in COTS systems administration.
2. At least of two (2) years of experience working with COTS educational software.

G. Training Specialist/Instructor – Labor Category #28 with the following required qualifications:

1. Bachelors level degree in Education, or Organizational Development with a focus on adult learning and teacher training.
2. At least five (5) years of experience working on professional development in a PK12 setting with a focus on COTS systems implementations.

2.9 TO CONTRACTOR MINIMUM QUALIFICATIONS

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

At least five (5) years of experience in the successful implementation of COTS software:

- In an education or government environment
- For technology projects generating at least \$200,000 in revenue
- Including the following activities during implementation: managing technical resources, and user training and support.

2.10 RETAINAGE

MSDE shall retain an amount equal to at least 10% of the total annual contract price. If the contract is a multi-year contract contingent upon appropriations, MDSE shall retain an amount equal to at least 10% of the annual contract price for each year. This 10% retainage amount shall be dispersed only upon full satisfactory

performance and acceptance of the final deliverable for each contract year.

2.11 INVOICING

Payment will only be made upon completion and acceptance of the deliverables as defined in Section 2.6.2.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract. Proper invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Agency Acceptance of Deliverable (Attachment 9), is not submitted.

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

2.11.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) A proper invoice shall identify the MSDE as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form – Attachment 9, for each deliverable being invoiced) submitted for payment to the MSDE at the following address:

Accounts Payable
Maryland State Department of Education
200 West Baltimore Street
Baltimore, Maryland 21201

With a copy to:

Maryland State Department of Education
Juvenile Services Education
Attn: Beth Hart
200 West Baltimore Street
Baltimore, Maryland 21201

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

2.12 MBE PARTICIPATION REPORTS

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

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

2.13 WORK ORDER PROCESS

- A) Services for additional services shall be provided via a Work Order process and in accordance with Labor Categories and Rates proposed in Attachment 1A.
- B) The TO Manager shall e-mail a Work Order request (See Attachment 15) to the TO Contractor to provide services that are within the scope of this TORFP.
- C) The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
 - 1) A response that details the TO Contractor's understanding of the work;
 - 2) A Fixed Price to complete the Work Order Request using the format provided in Attachment 15.
 - 3) A description of proposed resources required to perform the requested tasks, with labor categories listed in accordance with Attachment 1A.
 - 4) An explanation how tasks shall be completed. This description shall include proposed subcontractors and related tasks.
 - 5) The proposed personnel resources, including those of subcontractors, to complete the task.
- D) The TO Manager will review the response and will: confirm the proposed labor rates are consistent with this TORFP; contact the TO Contractor to obtain additional information, clarification or revision to the Work Order; or provide the work order to the Procurement Officer for approval. The TO Procurement Officer will approve the Work Order, issuing a change order to the TORFP if necessary to increase the ceiling price. The TO Manager will issue the Notice to Proceed (NTP) after the Work Order is approved.
- E) Proposed personnel shall be approved by the TO Manager. The TO Contractor shall furnish resumes of the proposed personnel specifying their intended approved labor category. The TO Manager shall have the option to interview the proposed personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or the proposal.

SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

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

3.2 FORMAT

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

3.2.1 TO TECHNICAL PROPOSAL

A) Proposed Services

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

- 6) Staffing Management Plan that demonstrates how the Offeror will be capable of providing resources in as requested by MSDE, and how the TO Contractor Personnel shall be managed.
- 7) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal. Master Contractors should avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.
- 8) Proposed Tools: A description of any tools, for example hardware and/or software applications that will be used to facilitate the work.

B) Master Contractor Compliance with Master Contractor Company Minimum Qualifications

Offerors will complete the following table to demonstrate compliance with the Master Contractor Minimum Requirements in Section 2.10.1.

Reference	Minimum Requirement	Evidence of Compliance
2.9.1	<p>At least five (5) years of experience in the successful implementation of COTS software:</p> <ul style="list-style-type: none"> • In an education or government environment • For technology projects generating at least \$200,000 in revenue • Including the following activities during implementation: managing technical resources, and user training and support. 	Offeror will provide evidence of compliance in this cell.

C) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category. The resumes should prominently feature the proposed personnel’s skills and experience as they relate to the Master Contractor’s proposed solution and Section 2 – Scope of Work.
- 2) Provide the names and titles of the Master Contractor’s management staff who will supervise the personnel and quality of services rendered under this TO Agreement.
- 3) Complete and provide, at the time of the interview, Labor Classification Personnel Resume Summary (Attachment 5).

D) MBE Participation

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

E) Subcontractors

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

F) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide up to three examples of projects or contracts the Master Contractor has completed that were similar in scope to Section 2 - Scope of Work. Each example shall include contact information for the client organization complete with the following:

- a) Name of organization.
 - b) Point of contact name, title, and telephone number
 - c) Services provided as they relate to Section 2 - Scope of Work.
 - d) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
 - e) Current Master Contractor team personnel who participated on the engagement.
- 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:
- a) Name of organization.
 - b) Point of contact name, title, and telephone number
 - c) Services provided as they relate to Section 2 - Scope of Work.
 - d) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
 - e) Dollar value of the contract.
 - f) Whether the contract was terminated before the original expiration date.
 - g) Whether any renewal options were not exercised.

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

G) Proposed Facility

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

H) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

I) 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 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. TO Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

3.2.2 TO FINANCIAL PROPOSAL

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal);
- B) Attachments 1A and 1B - Completed Financial Proposal (Firm Fixed Price and Time and Materials).

SECTION 4 – TASK ORDER AWARD PROCESS

4.1 OVERVIEW

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

4.2 TO PROPOSAL EVALUATION CRITERIA

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

- A. A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements, deliverables, and work processes outlined in Section 2.
- B. Overall degree of fit of the Offeror's proposed COTS SIS solution with the State's requirements;
- C. Master Contractor's approach to implementation of the COTS SIS;
- D. Master Contractor's prior experience in successfully completing COTS implementation projects, as verified by customer references; and
- E. Qualifications of Master Contractor personnel as described in Staffing Plan.

4.3 SELECTION PROCEDURES

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

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

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

ATTACHMENT 1 –PRICE PROPOSAL

Attachment 1A

PRICE PROPOSAL (Time and Materials for LABOR Costs) FOR CATS+ TORFP # R00B3400094

Instructions – TO Contractor to provide each labor category resource for use in the work order process below with a not-to-exceed annual amount.

Labor Categories	C
	Proposed CATS+ Labor Rates (\$/hour)
Project Manager (Technical) – Labor Category #2	\$
Database Manager – Labor Category #21	\$
Subject Matter Expert 1 – Labor Category #4	\$
Database Management Specialist (Junior) Labor Category #23	\$
Security, Data Specialist – Labor Category #50	\$
Administrator, Systems – Labor Category #47	\$
Training Specialist/Instructor – Labor Category #28	\$

**ATTACHMENT 1B
PRICE PROPOSAL FORM**

Price Proposal (broken down by deliverables) for CATS+ TORFP # R00B3400094

IDENTIFICATION	DELIVERABLE	PROPOSED PRICE
2.6.2.1	SIS compliance	\$
2.6.2.2	COTS SIS “out-of-the-box” standard functional capabilities	\$
2.6.2.3	SIS data transfer capabilities to and from the 24 LEA SISs (Phase II)	\$
2.6.2.4	SIS customization to meet JSE business and functional requirements	\$
2.6.2.5	User training for MSDE HQ staff and at the 14 school facilities with 30 hard copy manuals	\$
2.6.2.6	Annual COTS SIS Subscription/License cost based on current population of approximately 800-1,000 students, 170 field staff, and 20 HQ staff (scalable to a maximum of 2,000 active students per requirement 2.5.2.15)	Year 1 \$ Year 2 \$ Year 3 \$ Year 4 \$ Year 5 \$
2.6.2.7	DoIT SDLC project artifacts	Item #1 \$ Item #2 \$ Item #3 \$ Item #4 \$ Item #5 \$
2.6.2.8	Annual SIS Operations and Maintenance Support Cost	Year 1 \$ Year 2 \$ Year 3 \$ Year 4 \$ Year 5 \$
Total Proposed Fixed Price		\$

VENDOR'S NAME _____

ADDRESS _____

CITY, STATE, ZIP CODE _____

TELEPHONE NO. _____ **FAX NO.** _____

FEDERAL ID# _____ **DUNS NO.** _____

EMAIL ADDRESS _____

SIGNATURE _____

PRINTED NAME _____

TITLE _____

DATE _____

RETURN AS .PDF WITH YOUR TO FINANCIAL PROPOSAL

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS+ TORFP # R00B3400094

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

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

The TO Contractor must complete a separate Form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15th of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.

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

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

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

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

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

1. I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of ____ percent and, if specified in the solicitation, the following subgoals (complete for only those subgoals that apply):
- | | |
|--------------------------------|-----------------------------|
| ____ percent African American | ____ percent Asian American |
| ____ percent Hispanic American | ____ percent Woman-Owned |
- Therefore, I will not be seeking a waiver pursuant to COMAR 21.11.03.11.

OR

- I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.03.11.
2. I understand that if I am notified that I am the apparent awardee of a TORFP, I must submit the following additional documentation as directed in the TORFP.
- (a) MBE Participation Schedule (D-2)
 - (b) Outreach Efforts Compliance Statement (D-3)
 - (c) Subcontractor Project Participation Certification (D-4)
 - (d) Any other documentation, including D-7 waiver documentation, if applicable, required by the TO Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

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

3. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.
4. Set forth below are the (i) certified MBEs I intend to use and (ii) the percentage of the total contract amount allocated to each MBE for this project and the items of work each MBE will provide under the contract. I hereby affirm that the MBE firms are only providing those items of work for which they are MDOT certified.

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

Bidder/Offeror Name
(PLEASE PRINT OR TYPE)

Signature of Affiant

Name: _____
Title: _____
Date: _____

SUBMIT THIS AFFIDAVIT WITH TO PROPOSAL

Attachment D-2 MBE Participation Schedule

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

List Information For Each Certified MBE Subcontractor On This Project

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

Continue on a separate page, if needed.

SUMMARY

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

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

Bidder/Offeror Name

(PLEASE PRINT OR TYPE)

Signature of Affiant

Name: _____

Title: _____

Date: _____

**SUBMIT THIS AFFIDAVIT WITH TORFP
BID/PROPOSAL**

ATTACHMENT D-3
Outreach Efforts Compliance Statement

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

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

1. Bidder/Offeror identified opportunities to subcontract in these specific work categories.
2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit MDOT certified MBEs for these subcontract opportunities.
3. Bidder/Offeror made the following attempts to contact personally the solicited MDOT certified MBEs.
4. Select ONE of the following:
 - a. This project does not involve bonding requirements.

OR

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

OR

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

Bidder/Offeror Printed Name

By: _____
Signature

Address: _____

**ATTACHMENT D-4
Subcontractor Project Participation Certification**

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

_____ (prime contractor) has entered into a contract with _____ (subcontractor) to provide services in connection with the Solicitation described below.

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

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

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

PRIME CONTRACTOR SIGNATURE

SUBCONTRACTOR SIGNATURE

By: _____
Name, Title
Date

By: _____
Name, Title
Date

This form is to be completed monthly by the prime

Attachment D-5
Maryland Department of Information Technology
Minority Business Enterprise Participation
Prime Contractor Paid/Unpaid MBE Invoice Report

Report #: _____	Contract #: _____
Reporting Period (Month/Year): _____	Contracting Unit: _____
Report is due to the MBE Officer by the 10th of the month following the month the services were provided.	Contract Amount: _____
	MBE Subcontract Amt: _____
	Project Begin Date: _____
	Project End Date: _____
Note: Please number reports in sequence	Services Provided: _____

Prime Contractor:		Contact Person:																																					
Address:																																							
City:		State:	ZIP:																																				
Phone:	FAX:	Email:																																					
Subcontractor Name:		Contact Person:																																					
Phone:	FAX:																																						
Subcontractor Services Provided:																																							
List all payments made to MBE subcontractor named above during this reporting period: <table border="1"> <thead> <tr> <th></th> <th><u>Invoice#</u></th> <th><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td>Total Dollars Paid:</td> <td>\$ _____</td> <td></td> </tr> </tbody> </table>			<u>Invoice#</u>	<u>Amount</u>	1.			2.			3.			4.			Total Dollars Paid:	\$ _____		List dates and amounts of any outstanding invoices: <table border="1"> <thead> <tr> <th></th> <th><u>Invoice #</u></th> <th><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td>Total Dollars Unpaid:</td> <td>\$ _____</td> <td></td> </tr> </tbody> </table>			<u>Invoice #</u>	<u>Amount</u>	1.			2.			3.			4.			Total Dollars Unpaid:	\$ _____	
	<u>Invoice#</u>	<u>Amount</u>																																					
1.																																							
2.																																							
3.																																							
4.																																							
Total Dollars Paid:	\$ _____																																						
	<u>Invoice #</u>	<u>Amount</u>																																					
1.																																							
2.																																							
3.																																							
4.																																							
Total Dollars Unpaid:	\$ _____																																						

**If more than one MBE subcontractor is used for this contract, you must use separate D-5 forms.

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

GARY KENNEY Maryland State Department of Education 200 West Baltimore Street Baltimore, MD 21201 gkenney@msde.state.md.	JUNE DWYER, MBE LIASION Maryland State Department of Education 200 West Baltimore Street Baltimore, MD 21201 jdwyer@msde.state.md.us
---	--

This form must be completed by
MBE subcontractor

ATTACHMENT D-6
Minority Business Enterprise Participation
Subcontractor Paid/Unpaid MBE Invoice Report

Report#: _____	Contract #
Reporting Period (Month/Year): _____	Contracting Unit:
Report is due by the 10th of the month following the month the services were performed.	MBE Subcontract Amount:
	Project Begin Date:
	Project End Date:
	Services Provided:

MBE Subcontractor Name:																																
MDOT Certification #:																																
Contact Person:	Email:																															
Address:																																
City: Baltimore	State:	ZIP:																														
Phone:	FAX:																															
Subcontractor Services Provided:																																
List all payments received from Prime Contractor during reporting period indicated above. <table border="1"> <thead> <tr> <th></th> <th><u>Invoice Amt</u></th> <th><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td>Total Dollars Paid:</td> <td colspan="2">\$ _____</td> </tr> </tbody> </table>			<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			Total Dollars Paid:	\$ _____		List dates and amounts of any unpaid invoices over 30 days old. <table border="1"> <thead> <tr> <th></th> <th><u>Invoice Amt</u></th> <th><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td>Total Dollars Unpaid:</td> <td colspan="2">\$ _____</td> </tr> </tbody> </table>		<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			Total Dollars Unpaid:	\$ _____	
	<u>Invoice Amt</u>	<u>Date</u>																														
1.																																
2.																																
3.																																
Total Dollars Paid:	\$ _____																															
	<u>Invoice Amt</u>	<u>Date</u>																														
1.																																
2.																																
3.																																
Total Dollars Unpaid:	\$ _____																															
Prime Contractor:	Contact Person:																															

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

GARY KENNEY Maryland State Department of Education 200 West Baltimore Street Baltimore, MD 21201 gkenney@msde.state.md.	JUNE DWYER, MBE LIASION Maryland State Department of Education 200 West Baltimore Street Baltimore, MD 21201 jdwyer@msde.state.md.us
---	--

Signature: _____ Date: _____
(Required)

Code of Maryland Regulations (COMAR)
Title 21, State Procurement Regulations
(regarding a waiver to a Minority Business Enterprise subcontracting goal)

COMAR 21.11.03.11 - Waiver.

- A. If, for any reason, the apparent successful bidder or offeror is unable to achieve the contract goal for certified MBE participation, the bidder or offeror may request, in writing, a waiver to include the following:
- (1) A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBEs in order to increase the likelihood of achieving the stated goal;
 - (2) A detailed statement of the efforts made to contact and negotiate with certified MBEs including:
 - (a) The names, addresses, dates, and telephone numbers of certified MBEs contacted, and
 - (b) A description of the information provided to certified MBEs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;
 - (3) As to each certified MBE that placed a subcontract quotation or offer that the apparent successful bidder or offeror considers not to be acceptable, a detailed statement of the reasons for this conclusion;
 - (4) A list of minority subcontractors found to be unavailable. This list should be accompanied by an MBE unavailability certification (MBE Attachment D6) signed by the minority business enterprise, or a statement from the apparent successful bidder or offeror that the minority business refused to give the written certification: and
 - (5) The record of the apparent successful bidder or offeror's compliance with the outreach efforts required under Regulation .09B(2)(b).

A waiver may only be granted upon a reasonable demonstration by that MBE participation could not be obtained or could not be obtained at a reasonable price.

If the waiver request is determined not to meet this standard, the bidder or offeror will be found non-responsive (bid) or not reasonably susceptible for award (proposal) and removed from further consideration.

- B. A waiver of a certified MBE contract goal may be granted only upon reasonable demonstration by the bidder or offeror that certified MBE participation was unable to be obtained or was unable to be obtained at a reasonable price and if the agency head or designee determines that the public interest is served by a waiver. In making a determination under this section, the agency head or designee may consider engineering estimates, catalogue prices, general market availability, and availability of certified MBEs in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE and non-MBE cost of participation, and their impact on the overall cost of the contract to the State and any other relevant factor.
- C. An agency head may waive any of the provisions of Regulations .09-.10 for a sole source, expedited, or emergency procurement in which the public interest cannot reasonably accommodate use of those procedures.

D. When a waiver is granted, except waivers under Section C, one copy of the waiver determination and the reasons for the determination shall be kept by the MBE Liaison Officer with another copy forwarded to the Office of Minority Affairs.

MBE ATTACHMENT D-7
MINORITY CONTRACTOR UNAVAILABILITY CERTIFICATE

Section I (to be completed by PRIME CONTRACTOR)

I hereby certify that the firm of _____
Name of Prime Contractor)

located at _____,
(Number) (Street) (City) (State) (Zip)

on _____ contacted certified minority business enterprise, _____
(Date) (Name of Minority Business)

_____ located at _____,
(Number) (Street) (City) (State) (Zip)

seeking to obtain a bid for work/service for project number _____, project name _____

List below the type of work/ service requested:

Indicate the type of bid sought, _____. The minority business enterprise identified above is either unavailable for the work /service in relation to project number _____, or is unable to prepare a bid for the following reasons(s):

The statements contained above are, to the best of my knowledge and belief, true and accurate.

(Name) (Title)

(Number) (Street) (City) (State) (Zip)

(Signature) (Date)

Note: Certified Minority Business Enterprise must complete Section II

Section II (to be completed by CERTIFIED MINORITY BUSINESS ENTERPRISE)

I hereby certify that the firm of _____ MBE Cert.# _____
(Name of MBE Firm)

located at _____
(Number) (Street) (City) (State) (Zip)

was offered the opportunity to bid on project number _____, ON _____
(Date)

by _____
(Prime Contractor's Name) (Prime Contractor Official's Name) (Title)

The statements contained in Section I and Section II of this document are, to the best of my knowledge and belief, true and accurate.

(Name) (Title) (Phone)

(Signature) (Fax Number)

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS+ TORFP# **ADPICS PO Number** OF MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this **day** of **Month**, 200**X** by and between **Task Order Contractor (TO Contractor)** and the STATE OF MARYLAND, Maryland State Department of Education.

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means the Maryland State Department of Education, as identified in the CATS+ TORFP # **ADPICS PO**.
 - b. “CATS+ TORFP” means the Task Order Request for Proposals # **ADPICS PO**, dated **MONTH DAY**, 2013, including any addenda.
 - c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and **TO Contractor** dated **MONTH DAY**, 2013.
 - d. “TO Procurement Officer” means Dorothy M. Richburg. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. “TO Agreement” means this signed TO Agreement between Maryland State Department of Education and **TO Contractor**.
 - f. “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g. “TO Manager” means Janice Johnson of the Agency. The Agency 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 super-cede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Agreement,
 - b. Exhibit A – CATS+ TORFP
 - c. Exhibit B – TO Technical Proposal

d. 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 TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS+ TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of _____, commencing on the date of Notice to Proceed and terminating on **Month Day, 2013**.

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

4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.

4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, MARYLAND STATE DEPARTMENT OF EDUCATION

By: Dorothy M. Richburg, TO Procurement Officer

Date:

Witness: _____

ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

Date: _____

By: _____
(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO TECHNICAL PROPOSAL

ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B2490023.
2. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS+ TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. This summary is required at the time of the interview.

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

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

ATTACHMENT 6 – DIRECTIONS

TO THE PRE-TO PROPOSAL CONFERENCE

**Directions to Maryland State Department of Education
200 West Baltimore Street – Baltimore, MD 21201**

From the Northeast (Philadelphia/New York) or Southwest (Washington, DC):

Take I95 North or South, as appropriate to I395 North, Exit 53. As you merge onto I395, move to the left lane to “Downtown/Inner Harbor”. I395 becomes Howard Street. Stay to the left until you pass Camden Yards (stadium) and cross Pratt Street. After Pratt Street, move to the right lane and go 2 blocks to Baltimore Street. Turn Right. Half a block on the left is a parking facility. MSDE is next to the east side of the parking facility. ([Map](#))

From the West (Frederick/Hagerstown):

Take I70 East to I695 South (Glen Burnie). Follow I695 South to I95 North. Follow directions above from the Southwest. ([Map](#))

From the South (Annapolis):

Take I97 North to I695 West, Exit 17A. Follow I695 West to MD Route 295 North (Baltimore-Washington Parkway), Exit 7B. In approximately 4 miles, MD 295 becomes Russell Street. Follow Russell Street and bear around Camden Yards (stadium) as Russell Street becomes Paca Street. Cross Pratt, Lombard and Redwood Streets and turn right on Baltimore Street. Cross Eutaw and Howard Street. The parking facility is in the middle of the next block on the left. MSDE is next to the east side of the parking facility. ([Map](#))

From the North (Harrisburg):

Take I83 South to its terminus in Baltimore. I83 becomes Presidents Street. Proceed on Presidents Street and cross Baltimore Street. At the next intersection, turn right onto Lombard Street. Follow Lombard Street for approximately 0.8 miles and turn right on Howard Street. Go one block and turn right on Baltimore Street. Half a block on the left is a parking facility. MSDE is next to the east side of the parking facility. ([Map](#))

From the Northwest (Westminster):

Take I795 to I695 East (Towson). Follow I695 to I83 South (Baltimore), exit 23. Follow the directions above for “From the North”. ([Map](#))

Parking:

The parking facility mentioned above is operated by Arrow Garage and is next to the MSDE Building. Rates are \$4 for one hour, \$8 for two hours and \$12 for all day. There is additional parking located within 2 blocks of the MSDE on Fayette, Howard, Liberty and Lombard Streets.

Light Rail:

The Light Rail travels from Baltimore County’s Hunt Valley through the heart of Downtown Baltimore to Cromwell Station/Glen Burnie in Anne Arundel County. Seven light rail stops are in Downtown, Baltimore. There is a stop on Howard Street, half a block from the entrance of MSDE. Hours of operation: Mon - Fri 6am-11pm; Sat 8am-11pm; Sun 11am-7pm.

Metro Subway:

The Baltimore Metro runs between Owings Mills and Johns Hopkins Hospital. It operates Mon-Fri - 5am-midnight and Sat, Sun and Holidays - 6am-midnight. The nearest stop to the MSDE is the Metro-Charles Center Station, 2 blocks east.

ATTACHMENT 7 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ Task Order Agreement #ADPICS PO

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Mr. / Ms. _____ of _____ (Agency Name) will serve as the TO Manager and your contact person on this Task Order. He / She can be reached at telephone _____.

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

Sincerely,

Dorothy M. Richburg

Task Order Procurement Officer

Enclosures (2)

cc: Janice Johnson

Procurement Liaison Office, Department of Information Technology

Project Management Office, Department of Information Technology

ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: Juvenile Services Education (JSE) COTS Student Information System (SIS) System Development

TO Agreement Number: #ADPICS PO

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: Janice Johnson

TO Manager Signature Date Signed

Name of TO Contractor's Project Manager: _____

TO Contractor's Project Manager Signature Date Signed

SUBMIT AS REQUIRED IN THE TORFP.

ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: MSDE

TORFP Title: Juvenile Services Education (JSE) COTS Student Information System (SIS) System Development

TO Manager: Janice Johnson 410-767-0025

To:

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

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN THE TORFP.

ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this ___ day of _____ 2013, by and between _____ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as "the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS+ TORFP #ADPICS PO for the Juvenile Services Education (JSE) COTS Student Information System (SIS) System Development TORFP. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

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

OFFEROR: _____ BY: _____
NAME: _____ TITLE: _____
ADDRESS: _____

ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ____ day of _____, 2013, by and between the State of Maryland ("the State"), acting by and through its Maryland State Department of Education (the “Department”), and _____ (“TO Contractor”), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for the Juvenile Services Education (JSE) COTS Student Information System (SIS) System Development TORFP No. **ADPICS PO** dated _____, (the “TORFP” issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B2490023; and

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

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

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

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

TO Contractor/TO Contractor's Personnel:

Maryland State Department of Education:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN THE TORFP

EXHIBIT A

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

Printed Name and Address
of Employee or Agent

Signature

Date

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

ATTACHMENT 12 – TO CONTRACTOR SELF-REPORTING CHECKLIST

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

Master Contractor:	
Master Contractor Contact / Phone:	
Procuring State Agency Name:	
TO Title:	
TO Number:	
TO Type (Fixed Price, T&M, or Both):	
Checklist Issue Date:	
Checklist Due Date:	
Section 1 – Task Orders with Invoices Linked to Deliverables	
A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 2.)	
B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
C) Is the deliverable acceptance process being adhered to as defined in the TORFP? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials	
A) If the TO involves material costs, are material costs passed to the agency without markup by the Master Contractor? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
Section 3 – Substitution of Personnel	
A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 4.)	

<p>B) Did the Master Contractor request each personnel substitution in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>D) Was the substitute approved by the agency in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>Section 4 – MBE Participation</p>
<p>A) What is the MBE goal as a percentage of the TO value? (If there is no MBE goal, skip to Section 5) _____ %</p>
<p>B) Are MBE reports D-5 and D-6 submitted monthly? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO) _____ % (Example - \$3,000 was paid to date to the MBE sub-contractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% (3,000 ÷ 10,000 = 0.30))</p>
<p>D) Is this consistent with the planned MBE percentage at this stage of the project? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>E) Has the Master Contractor expressed difficulty with meeting the MBE goal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, explain the circumstances and any planned corrective actions) _____</p>
<p>Section 5 – TO Change Management</p>
<p>A) Is there a written change management procedure applicable to this TO? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>B) Does the change management procedure include the following? Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for change description, justification, and sign-off Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements) Yes <input type="checkbox"/> No <input type="checkbox"/> A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)</p>
<p>C) Have any change orders been executed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality) _____</p>
<p>D) Is the change management procedure being followed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>

ATTACHMENT 13 – LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

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

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature & Date: _____

ATTACHMENT 14 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:

- Providing goods or services of at least \$20 million in the energy sector of Iran; or
- 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

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: _____

ATTACHMENT 15 SAMPLE WORK ORDER

WORK ORDER		Work Order #	Contract #		
This Work Order is issued under the provisions of a XXX contract. The services authorized are within the scope of services set forth in the <i>Purpose</i> of the work order.					
Purpose					
<p>Statement of Work Requirements:</p> <p><u>Deliverable(s), Acceptance Criteria and Due Date(s):</u></p> <p>Deliverables are subject to review and approval by AGENCY prior to payment. <i>(Attach additional sheets if necessary)</i></p>					
Start Date		End Date			
Cost					
Description for Task / Deliverables		Quantity (if applicable)	Labor Hours (Hrs.)	Labor Rate	Estimate Total
1.				\$	\$
2.				\$	\$
*Include WBS, schedule and response to requirements.		AGENCY shall pay an amount not to exceed			\$
TO Contractor			Agency Approval		
(Signature) TO Contractor Authorized Representative (Date)			(Signature) TO Manager (Date)		
POC (Print Name)		TO Manager (Print Name)			
Telephone No.		Telephone No.			
Email:		Email:			

EXHIBIT B – FILE & REPORT FORMATS

MARYLAND STUDENT RECORDS MANUAL 2011 STANDARD DEMOGRAPHIC STRING

DATA NAME	DATA TYPE	LENGTH	DESCRIPTION
LEA	Number	2	COMMON JSE LEA CODE FOR ALL 14 SCHOOLS = 24
School Number	Number	4	VALID MSDE NUMBER
State Assigned Student ID (SASID)	Number	10	UNIQUE STATE ASSIGNED STUDENT IDENTIFIER (SASID)
Local ID	Number	10	LOCAL IDENTIFICATION NUMBER
Last Name	Alpha	25	NO PUNCTUATION
First Name	Alpha	15	NO PUNCTUATION
Middle Name	Alpha	15	IF NO MIDDLE NAME,MAY BE BLANK
Name Suffix	Alpha	3	Jr, Sr, I, II, III, etc.
Date of Birth	Number	8	YYYYMMDD
Grade	Number	2	01-12
Gender	Number	1	1=Male; 2=Female
Ethnicity	Alpha	1	Y or N
Race Codes 2011	Number	1	VALID VALUE: 1-8 1=Hispanic 2=Non-Hispanic 3=African American 4= American Indian 5=Asian 6=Native Hawaiian/Pacific Islander 7=White 8=Two or More Races
Social Security Number	Number	9	9 DIGIT SSN OR ZERO FILLED
Filler	Blank	1	
Title1	Number	1	0=NO ; 1=YES
Free and Reduced Meals (FARMS)	Number	1	0=NO ; 1=YES
Migrant	Number	1	0=NO ; 1=YES
Foreign Exchange Student	Number	1	0=NO ; 1=YES
Special Education (SPED) Indicator	Number	1	0=NO ; 1=YES; 2=CODE 504; 3=EXITED SPED AND PLACED IN CODE 504
Special Education End Date	Number	8	YYYYMMDD REQUIRED IF SPED INDICATOR=3 (EXITED)
Certificate of Program Completion	Number	1	0=NO ; 1=YES
English Language Learners (ELL) Indicator	Number	1	0=NO ; 1=YES
ELL Begin Date	Number	8	YYYYMMDD
ELL Start Date	Number	8	YYYYMMDD
Filler	Blank	1	
Submission Date	Number	8	YYYYMMDD

**MARYLAND STUDENT RECORDS MANUAL 2011
STUDENT ENTRY/EXIT INFORMATION REQUIREMENTS**

FORM NUMBER	DESCRIPTION	RETENTION PERIOD
SR CARD 1	PERSONAL DATA	PERMANENT/STATE ARCHIVES
SR CARD 2	ANNUAL SCHOOL PERFORMANCE DATA SUMMARY, GRADES PK-8	STUDENT AGE 22 (UNIQUE JSE REQUIREMENT)
REPORT CARDS		
SR CARD 3	ANNUAL SECONDARY SCHOOL PERFORMANCE DATA SUMMARY, GRADES 9-12	PERMANENT/STATE ARCHIVES
SR CARD 3B SUPPLEMENTAL	HIGH SCHOOL ASSESSMENT PERFORMANCE SUMMARY	STUDENT AGE 22 (UNIQUE JSE REQUIREMENT)
SR CARD 4	TEST INFORMATION	STUDENT AGE 22 (UNIQUE JSE REQUIREMENT)
SR CARD 5	HEALTH SCREENING, EXAMINATIONS AND EVALUATIONS	STUDENT AGE 22 (UNIQUE JSE REQUIREMENT)
SR CARD 7	MARYLAND STUDENT TRANSFER RECORD	3 YEARS
DHMH 896	IMMUNIZATION RECORD	STUDENT AGE 22 (UNIQUE JSE REQUIREMENT)
IEP	CURRENT INDIVIDUALIZED EDUCATION PROGRAM	6 YEARS
504 PLAN		
DISCIPLINE RECORDS		STUDENT AGE 22 (UNIQUE JSE REQUIREMENT)
ALL OTHER SUPPORTING DOCUMENTATION AND/OR STUDENT RECORDS		

Reference: *2011 Maryland Student Records Manual*

http://www.msde.maryland.gov/NR/rdonlyres/FCB60C1D-6CC2-4270-BDAA-153D67247324/29203/MD_Student_Records_System_Manual_2012.pdf

JSE REPORTING TEMPLATES CURRENTLY IN USE TO BE CREATED IN NEW COTS SIS

The following reports are currently used by JSE and are based on Microsoft Word and Excel templates. The file attachments have been numbered to match the index below:

1. JSE General Monthly Report Summary
2. Monthly Attendance Report
3. Monthly Entrance and Exit Log Report
4. Definitions for Attendance and Exit Logs
5. Monthly BASI Assessment Reports (Formative Reading and Mathematics)
 - a) Pre-test
 - b) Re-test
6. Statistical Information Report Summary
 - a) July 1st Enrollment
 - b) Total Enrollment
 - c) Average Length of Stay by Program
 - d) Attendance
 - e) GED Passing Rate
 - f) Reading Gains
 - g) Math Gains
7. Data Trends FY Reports (14 Schools)
 - a) Backbone Mountain
 - b) BCJJC
 - c) Carter
 - d) Cheltenham
 - e) Cullen
 - f) Green Ridge
 - g) Hickey
 - h) LESCC
 - i) Meadow Mountain
 - j) Noyes
 - k) Savage Mountain
 - l) Schaeffer House
 - m) Waxter
 - n) WMCC
8. Number of Comp Lit Certificates FY Reports (14 Schools)
 - a) Backbone Mountain
 - b) BCJJC
 - c) Carter
 - d) Cheltenham
 - e) Cullen
 - f) Green Ridge
 - g) Hickey
 - h) LESCC
 - i) Meadow Mountain
 - j) Noyes
 - k) Savage Mountain
 - l) Schaeffer House
 - m) Waxter
 - n) WMCC
9. NCCER Certificates FY Reports (14 Schools)
 - a) Backbone Mountain
 - b) BCJJC
 - c) Carter
 - d) Cheltenham
 - e) Cullen
 - f) Green Ridge
 - g) Hickey
 - h) LESCC
 - i) Meadow Mountain
 - j) Noyes
 - k) Savage Mountain
 - l) Schaeffer House
 - m) Waxter
 - n) WMCC
10. Certificates and Completions FY Reports (14 Schools)
 - a) Backbone Mountain
 - b) BCJJC
 - c) Carter
 - d) Cheltenham
 - e) Cullen
 - f) Green Ridge
 - g) Hickey
 - h) LESCC
 - i) Meadow Mountain
 - j) Noyes
 - k) Savage Mountain
 - l) Schaeffer House
 - m) Waxter
 - n) WMCC
11. Academic Certificates FY Reports (14 Schools)
 - a) Backbone Mountain
 - b) BCJJC
 - c) Carter
 - d) Cheltenham
 - e) Cullen
 - f) Green Ridge
 - g) Hickey
 - h) LESCC
 - i) Meadow Mountain
 - j) Noyes
 - k) Savage Mountain
 - l) Schaeffer House
 - m) Waxter
 - n) WMCC
12. Work Day Count FY
13. JSE School Performance Report FY Reports (14 Schools) – Students Served/High Schools Diplomas/CTE Certificates/Academic Gains/Attendance/Academic Certificates
 - a) Backbone Mountain
 - b) BCJJC
 - c) Carter
 - d) Cheltenham
 - e) Cullen
 - f) Green Ridge
 - g) Hickey
 - h) LESCC
 - i) Meadow Mountain
 - j) Noyes
 - k) Savage Mountain
 - l) Schaeffer House
 - m) Waxter
 - n) WMCC
14. Report Tracking Log FY
15. Special Education Monthly Report FY
16. Summary School Improvement/Accountability Outcomes FY
17. JSE School Improvement FY Summary Chart FY09-FY12
18. Flow Chart Template