

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

## DATABASE COMPUTER PROGRAMMING TECHNICAL SERVICES

CATS+ TORFP# R62B3400011



Maryland Higher Education Commission (MHEC)

Issue Date: 08/11/2014

# TABLE OF CONTENTS

<b>KEY INFORMATION SUMMARY SHEET .....</b>	<b>4</b>
<b>SECTION 1 - ADMINISTRATIVE INFORMATION .....</b>	<b>5</b>
1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT .....	5
1.2 ROLES AND RESPONSIBILITIES .....	5
1.3 TO AGREEMENT.....	5
1.4 TO PROPOSAL SUBMISSIONS .....	6
1.5 INTERVIEWS .....	6
1.6 QUESTIONS .....	6
1.7 TO PRE-PROPOSAL CONFERENCE .....	6
1.8 CONFLICT OF INTEREST .....	6
1.9 LIMITATION OF LIABILITY .....	7
1.10 CHANGE ORDERS .....	7
1.11 TRAVEL REIMBURSEMENT.....	7
1.12 MINORITY BUSINESS ENTERPRISE (MBE).....	7
1.13 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE).....	7
1.14 NON-DISCLOSURE AGREEMENT .....	7
1.15 LIVING WAGE.....	8
1.16 IRANIAN NON-INVESTMENT .....	8
1.17 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES.....	8
1.18 MERCURY AND PRODUCTS THAT CONTAIN MERCURY.....	8
1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS .....	8
<b>SECTION 2 - SCOPE OF WORK.....</b>	<b>9</b>
2.1 PURPOSE.....	9
2.2 REQUESTING AGENCY BACKGROUND.....	9
2.3 EXISTING SYSTEM DESCRIPTION.....	9
2.4 PROFESSIONAL DEVELOPMENT.....	12
2.5 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES.....	12
2.6 REQUIREMENTS .....	13
2.7 PERFORMANCE AND PERSONNEL .....	16
2.8 DELIVERABLES.....	17
2.9 MINIMUM QUALIFICATIONS .....	20
2.10 TO CONTRACTOR AND PERSONNEL OTHER REQUIREMENTS.....	21
2.11 RETAINAGE .....	21
2.12 WORK ORDER PROCESS.....	21
2.13 INVOICING .....	22
<b>SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS .....</b>	<b>23</b>
3.1 REQUIRED RESPONSE .....	23
3.2 SUBMISSION .....	23
3.3 SUMMARY OF ATTACHMENTS .....	23
3.4 PROPOSAL FORMAT .....	23
<b>SECTION 4 - TASK ORDER AWARD PROCESS.....</b>	<b>26</b>
4.1 OVERVIEW .....	26
4.2 TO PROPOSAL EVALUATION CRITERIA.....	26

4.3 SELECTION PROCEDURES.....26

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT .....27

**LIST OF ATTACHMENTS ..... 28**

**ATTACHMENT 1 PRICE SHEET ..... 29**

ATTACHMENT 1 PRICE SHEET FORM.....29

**ATTACHMENT 2 MINORITY BUSINESS ENTERPRISE FORMS..... 30**

**THIS ATTACHMENT IS NOT APPLICABLE TO THIS TORFP..... 30**

**TASK ORDER AGREEMENT ..... 31**

**ATTACHMENT 3 CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE ..... 34**

**ATTACHMENT 4 LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (INSTRUCTIONS) ..... 35**

**ATTACHMENT 5 PRE-PROPOSAL CONFERENCE DIRECTIONS..... 39**

**ATTACHMENT 6 NOTICE TO PROCEED (SAMPLE)..... 40**

**ATTACHMENT 7 AGENCY RECEIPT OF DELIVERABLE FORM ..... 41**

**ATTACHMENT 8 AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM ..... 42**

**ATTACHMENT 9 NON-DISCLOSURE AGREEMENT (OFFEROR)..... 43**

**ATTACHMENT 10 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR) ..... 44**

**ATTACHMENT 11 TO CONTRACTOR SELF-REPORTING CHECKLIST ..... 47**

**ATTACHMENT 12 LIVING WAGE AFFIDAVIT OF AGREEMENT..... 49**

**ATTACHMENT 13 MERCURY AFFIDAVIT ..... 50**

**ATTACHMENT 14 STATE OF MARYLAND VETERAN SMALL BUSINESS ENTERPRISE PARTICIPATION (VSBE)..... 50**

**ATTACHMENT 15 CERTIFICATION REGARDING INVESTMENTS IN IRAN..... 51**

**ATTACHMENT 16 SAMPLE WORK ORDER..... 52**

**ATTACHMENT 17 PERFORMANCE EVALUATION FORM ..... 53**

**ATTACHMENT 18 CRIMINAL BACKGROUND CHECK AFFIDAVIT ..... 54**

**ATTACHMENT 19 – MAC2 SYSTEM COMPONENT REPORT DESCRIPTIONS ..... 55**

## KEY INFORMATION SUMMARY SHEET

This CATS+ 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 shall respond to this TORFP with either a Task Order (TO) Proposal to this TORFP or a Master Contractor Feedback form (See Section 3).

TORFP Title:	Database Computer Programing Technical Services
TO Project Number (TORFP #):	R62B3400011
Functional Area:	Functional Area 5 – Software Engineering
TORFP Issue Date:	08/11/2014
Questions Due Date and Time:	08/22/2014 at 04:00 PM Local Time
Closing Date and Time:	09/08/2014 at 02:00 PM Local Time
TORFP Requesting Agency:	MHEC Procurement 6 North Liberty Street, Ground Suite Baltimore, MD 21201
Send Questions and Proposals to:	La Juan Lee, 6 North Liberty Street, Baltimore, MD 21201 llee@mhec.state.md.us
TO Procurement Officer:	La Juan Lee Office Phone Number: 410-767-3090 Office Fax Number: 410-332-0252
TO Manager:	Parris L. Jackson Office Phone Number: 410-767-3101 Office Fax Number: 410-332-0252 e-mail address: pjackson@mhec.state.md.us
TO Type:	Fixed Price
Period of Performance:	Six (6) Month Term with (3) Six Month Renewal Options
MBE Goal:	0%
VSBE Goal:	0%
Small Business Reserve (SBR):	No
Primary Place of Performance:	MHEC 6 North Liberty Street, Ground Suite Baltimore, MD 21201
TO Pre-proposal Conference:	MHEC (MSDE Entrance) 200 West Baltimore Street Conference Room 1 - 8 <sup>th</sup> Floor Baltimore, MD 21201 08/20/2014 at 11:00 AM Local Time See Attachment 6 for directions.

## SECTION 1 - ADMINISTRATIVE INFORMATION

### 1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT

In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS+ RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments.

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

### 1.2 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the TO:

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

The TO Manager will assign tasks to the personnel provided under this TORFP and will track and monitor the work being performed through the monthly accounting of hours deliverable for work types; actual work produced will be reconciled with the hours reported.

- **TO Contractor** – The CATS+ Master Contractor awarded the TO Agreement. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- **TO Contractor Manager** - TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolve any issues that may arise pertaining to the TO contractor support personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.

The TO Contractor will provide invoices as specified under Section 2.13 Invoicing. The TO Contractor is responsible for making payments to the TO Contractor personnel.

- **TO Contractor Personnel** – Any resource provided by the TO Contractor in support of this TORFP over the course of the TORFP period of performance.
- **Proposed Personnel** – The single individual named in the TO Proposal by the Master Contractor to perform work under the scope of this TORFP. Proposed personnel shall start as of TO Agreement issuance unless specified otherwise.

### 1.3 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 TO Financial Proposal.

#### **1.4 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 inbox.

#### **1.5 INTERVIEWS**

All Offerors meeting minimum qualifications will be required to make an oral presentation to State representatives in the form of an interview. The TO Procurement Officer will notify the Master Contractor of the time and place of interviews.

Interviews will be performed in person for all Offerors meeting minimum qualifications. All candidates shall be interviewed in substantially the same manner.

In the event of more than 10 responsive bids to this TORFP, MHEC may perform down selects at the TO Procurement Officer's discretion to narrow the number of interviews to the most qualified proposed resources. Additional details regarding the interview process and down selects are described in Section 4.3 Selection Procedures.

#### **1.6 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.

#### **1.7 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 TO Procurement Officer indicating your planned attendance no later than two (2) 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 TO Procurement Officer no later than three (3) business days prior to the pre-proposal conference. MHEC will make reasonable efforts to provide such special accommodation.

#### **1.8 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 shall do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include with its TO Proposal a Conflict of Interest Affidavit and Disclosure in the form included as Attachment 4 of this TORFP. 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.

By submitting a Conflict of Interest Affidavit and Disclosure, the Master Contractor shall be construed as certifying all personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.

## **1.9 LIMITATION OF LIABILITY**

The TO Contractor's liability is limited in accordance with Section 27 of the CATS+ Master Contract. TO Contractor's liability for this TORFP shall not exceed the total TO Agreement amount.

## **1.10 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.

## **1.11 TRAVEL REIMBURSEMENT**

Expenses for travel and other costs shall not be reimbursed.

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

THIS SECTION IS NOT APPLICABLE. This TORFP DOES NOT HAVE MBE GOALS APPLIED.

## **1.13 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)**

THIS IS NOT APPLICABLE.

## **1.14 NON-DISCLOSURE AGREEMENT**

### **1.14.1 NON-DISCLOSURE AGREEMENT (OFFEROR)**

A reading room is currently not anticipated for this TORFP, however in the event that the need arises, the following applies:

Certain system documentation may be available for potential Offerors to review at a reading room at MHEC's address. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

### **1.14.2 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)**

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

**1.15 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.

All TO Proposals shall be accompanied by a completed Living Wage Affidavit of Agreement, Attachment 13 of this TORFP.

**1.16 IRANIAN NON-INVESTMENT**

All TO Proposals shall be accompanied by a completed Certification Regarding Investments in Iran, Attachment 16 of this TORFP.

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

Attachment 12 is a sample of the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable/selected 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 form. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

**1.18 MERCURY AND PRODUCTS THAT CONTAIN MERCURY**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

**1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK



## SECTION 2 - SCOPE OF WORK

### 2.1 PURPOSE

MHEC is issuing this CATS+ TORFP to obtain one (1) highly qualified technical resource that involves computer programming services for an Oracle 11g Database system environment. MHEC collects student-level and aggregate data from public and independent Maryland colleges and universities for the purpose of providing statewide postsecondary educational data. This CATS+ TORFP is issued to acquire the service of:

- One (1) qualified resource to provide Oracle Database System Computer Programming Services

This individual shall, at the TO Manager's direction, perform activities to support MHEC, including to develop computer applications for the MHEC Maryland Annual Collection 2 (MAC2) System by building a comprehensive database system in an internal client/server secure web-based environment. MAC2 is comprised of nine data collection systems that contain sensitive higher education institutional data. Applications developed by this individual will be to build a web-based front end collection system, build tables for each collection system, develop data reconciliation edit routines, create statewide datasets and generate reports. The individual shall be qualified and experienced in the systems environment identified in this Task Order (TO).

Given the sensitivity of data associated with the work, the individual assigned to this project shall comply with the requirements of CATS+ RFP Section 2.6.5 and sign non-disclosure agreements as described in Section 1.14.2 above.

### 2.2 REQUESTING AGENCY BACKGROUND

The mission MHEC is to ensure that the people of Maryland have access to a high quality, diverse, adequately funded, effectively managed, and capably led system of postsecondary education. It accomplishes this mission through the provision of statewide planning, leadership, coordination and advocacy for the State's postsecondary educational institutions and through the administration of State financial aid programs.

The vision of MHEC is a State in which all citizens are equally prepared to be productive, socially engaged, and responsible members of a healthy economy and an open and democratic society and in which all citizens make contributions to creating and maintaining that economy and society.

The Commission has six Key Goals: 1) Quality and Effectiveness, 2) Access, Affordability, and Completion, 3) Diversity, 4) Innovation, 5) Economic Growth and Vitality, and 6) Data Use and Distribution. The agency's most direct customers are financial aid recipients, higher education institutions and governmental entities (legislature, Governor's office, and other federal/state entities) and the Maryland Longitudinal Data System Center (MLDS Center). Each of these customer groups has very different demands and is served by different business processes and organizational entities at the Commission.

### 2.3 EXISTING SYSTEM DESCRIPTION

The Maryland Annual Collection 2 (MAC2) system is accompanied by the implementation of an Oracle 11g database environment. Currently, the old MAC system is hosted on an HPe3000 970 minicomputer running under the MPE/iX 7.5 operating system. Custom COBOL programs are used to process ASCII fixed format flat data files. Each data collection system has a unique set of COBOL programs that run in a menu-driven environment. The programs perform editing,

consistency checking, reporting routines and various other functions. There are also specific programs written for certain data systems to meet federal reporting requirements. Data files are received efficiently and securely on MHEC's Data Website which was developed years ago to facilitate file transfers from institutions, provide a site for on-line documentation and other data collection related materials.

MHEC student-level and aggregate data is collected in the Fall and Spring term from:

- 16 Community Colleges
- 13 Four Year Institutions
- 26 Independent Institutions
- 10 Private Colleges

The following nine data collection systems make up the MAC2 system:

1. Enrollment Information System (EIS) – One record per student per term. This system is a major component of all of MHEC's collections and consists of student identification, demographic, undergraduate admission criteria and registered course hours. It is a snapshot of enrollment at a particular period of time and is the hub of all data collections because it contains pertinent student identifying information that is required for matching across systems and for longitudinal purposes. It incorporates in one location the comprehensive information to aid in the analysis of students enrolled, characteristics of students enrolled and institutional characteristics. MHEC is responsible for uploading EIS information to the Institutional Postsecondary Educational Data system (IPEDS) on behalf of institutions to meet Federal Title IV reporting requirements. IPEDS enrollment data is due each year in early spring (April). Aggregate Enrollment data is also collected and must be incorporated in statewide data sets. There are 54 data elements in the student-level enrollment information system.
2. Degree Information System (DIS) – One record per degree per major per student annually. DIS provides information on earned degrees and formal awards, including date, level of award, discipline, and completed credit hours. This system is collected annually in August and aids in the determination of the number of credits to degree, time to degree, enrollment behaviors as they relate to degree attainment, the pursuit of multiple majors versus a single major, students with concurrent degrees or certificates and teacher candidates. On behalf of institutions, MHEC is responsible for uploading DIS information to IPEDS to meet Federal Title IV reporting requirements. The degree data is due to IPEDS in the fall (October) each year. The student-level degree information system has 29 data elements.
3. Financial Aid Information System (FAIS) – Multiple records per student. The number of allowable records per student per award type varies depending on award program guidelines. This is an annual system, collected in November, that collects the type and amount of financial aid disbursed to students at an institution, from State, federal, institutional and private sources. The system also includes attendance measures, dependency status information, parental educational attainment and economic data on applicants for financial aid. Due to annual changes in the financial aid system, flexibility to modify and/or add characteristics of financial aid program codes will be critical. There are 29 data elements in the student-level financial aid information system.
4. Employee Data System (EDS) – One record per employee as of a specified date in November each year. This is the only non-student based system that is collected once a year containing information on institutional employees including principal occupation, full and part-time status, salary and earned degrees. On behalf of institutions, MHEC is responsible for uploading EDS

information to IPEDS to meet Federal Title IV reporting requirements. Employee or Human Resource data is due to IPEDS in early spring (April) each year. The system contains 30 data elements.

5. End-of-Term System (EOTS) – One record per student per term. The new EOTS is a companion system to EIS and collects student-level information on academic progress, credits attempted and completed during the term as well as academic standing for the term. Its focus is to aid in determining the outcomes of students included in the EIS system for the same term. It is possible for records to appear in EOTS that were not in EIS due to mid-term course enrollments after the census date. EOTS is collected twice a year at the end of each term. It has 18 data elements.
6. External Credit System (ECS) – One record per undergraduate student per source of credit annually. The new ECS is a companion system to DIS and consists of credits completed and awarded for work at other institution(s). For every student-level record in ECS there must be a matching record(s) in DIS. It is collected once a year in August and contains 10 data elements.
7. Course Information System (CIS) – One record per section per course per term (Undergraduate level). This system is collected twice a year and contains course catalog elements such as course subject and section coding, instructor information, designation of developmental course offerings and mode of instructional delivery. CIS is a companion system to SRS, where every course registration in SRS must be defined in CIS. It has 18 data elements.
8. Student Registration System (SRS) – One record per course per undergraduate student per term. This system is collected twice a year and consists of student course registration, course completion and credit type data. SRS is a companion system to CIS, where every course registration in SRS must be defined in CIS. There are 16 data elements.
9. Non-Degree Teacher Candidate System (NTS) – One record per student annually. This system applies to four year institutions only and is collected annually due in August. It consists of students who are pursuing teacher candidacy and have not earned a degree. There are 29 data elements.

In addition to the above defined collection systems, there are auxiliary files that must be included and maintained for table look-up and validation purposes. These files include:

- Program Inventory file – file that contains all valid degree programs
- High School File – file contains Maryland High Schools
- Institutional Data File – file contains postsecondary institutions
- Retention File – file that contains enrollment and degree by student data over time
- Trend File – file that contains enrollment and degree data by institution by program over time

MHEC began receiving MAC2 EIS and FAIS file submissions in November of 2013.

There are reporting requirements associated with each system such as editing, validations, consistency reports and other required aggregate reports unique to the system. In order to implement the MAC2 Oracle 11g Database environment, MHEC has determined that an expert technical resource is needed to provide PL/SQL programming services to develop unique Oracle collection system applications and a web-based menu-driven environment. MHEC's off-site Oracle environment is below.

#### Oracle 11g Environment

The MAC2 Oracle 11g virtualized database (development, test and production) environment is hosted off-site at the Maryland Department of Public Safety and Corrections Services (DPSCS) data center. The system is co-located in a shared environment between MHEC, Maryland State Department of

Education (MSDE) and MLDS. MHEC connects directly to the environment which consisting of the following components:

- |                             |  |
|-----------------------------|--|
| 1. Hardware:                | VMware Vcenter Server 5.0  |
| 2. Operating System:        | Windows 2008 Release 2 64-bit                                    |
| 3. Database:                | Oracle Database 11.2.0.3   |
| 4. Application Development: | PL/SQL   |
| 5. Reporting Application:   | Oracle Business Intelligence Enterprise Edition (OBIEE) 11.1.1.5 |
| 6. Web Server:              | Oracle HTTP Server (OHS)   |
| 7. File Transfers           | Tibco Managed File Transfer (MFT)                                |

#### Current Status of MAC2 Oracle 11g Database System Application

PL/SQL custom application programming has begun specifically for EIS and FAIS. The software is designed to edit and load data from the EIS and FAIS files into the database. The architecture has been established to the extent that several lookup tables relevant to EIS and FAIS have been defined and populated. Additional tables have been defined to capture official raw data, history data, student biographical data, personal data, system logging information, tracking information, and load validations. Single file processing procedures and group processing steps have been designed and partially implemented. All nine data collections will has its own unique set of checks and validations. It is desired that the current processes in place be preserved.

A key component of collection system processing has to do with the creation and update of the MHEC Assigned Student Identifier or MASID records. A unique identifier is created for each student from across all systems. This identifier is essential to file processing and determining duplicated records based on certain data elements to enable MHEC to capture and retain the most updated student information. The MASID is included in two of the defined tables, the student biographical table as well as the history data table. It is desired that this process be preserved.

#### **2.4 PROFESSIONAL DEVELOPMENT**

Any IT services personnel provided under this TORFP shall maintain any required professional certifications for the duration of the resulting TO.

The TO Contractor shall ensure continuing education opportunities for the personnel provided to support this TORFP.

#### **2.5 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES**

The TO Contractor shall comply with all applicable laws, regulations, policies, standards, and guidelines affecting information technology and technology projects, which may be created or changed periodically.

The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting security and technology project execution.

The foregoing may include, but are not limited to, the following policies, guidelines and methodologies that can be found at the DoIT site

(<http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>):

- The State of Maryland System Development Life Cycle (SDLC) methodology
- The State of Maryland Information Technology Security Policy and Standards
- The State of Maryland Information Technology Non-Visual Access Standards
- The TO Contractor shall follow project management methodologies consistent with the Project Management Institute's Project Management Body of Knowledge Guide.

- TO Contractor assigned personnel shall follow a consistent methodology for all TO activities.

**2.6 REQUIREMENTS**

The work to be accomplished by the TO Contractor under this TORFP shall include the requirements in Section 2.6, as defined and directed by the TO Manager during the course of the TO:

**2.6.1 FUNCTIONAL / BUSINESS REQUIREMENTS**

The TO Contractor shall develop the following:

ID #	Functional / Business Requirements	Associated Deliverable ID # from Section 2.8.4 below as applicable
2.6.1.1	<p><u>Logon Web Page:</u></p> <ul style="list-style-type: none"> <li>a) Provide secure https access</li> <li>b) Provide single sign-on password using PC logon authentication</li> <li>c) Provide administration module for the website to address user access management and role based security for MHEC system administrator</li> <li>d) Support 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 newer web browsers used on Microsoft Windows</li> </ul>	2.8.4.5
2.6.1.2	<p>Menu Page</p> <ul style="list-style-type: none"> <li>a) Menu Item and sub-menu for Enrollment Information System</li> <li>b) Menu Item and sub-menu for Degree Information System</li> <li>c) Menu Item and sub-menu for Financial Aid Information System</li> <li>d) Menu Item and sub-menu for Employee Degree Info System</li> <li>e) Menu Item and sub-menu for End-of-Term System</li> <li>f) Menu Item and sub-menu for External Credit System</li> <li>g) Menu Item and sub-menu for Course Information System</li> <li>h) Menu Item and sub-menu for Student Registration System</li> <li>i) Menu Item and sub-menu for Auxiliary Files</li> <li>j) Menu Item and sub-menu for MLDS Transfer files</li> <li>k) Menu Item and sub-menu for Retention Files</li> </ul>	2.8.4.3

**2.6.2 TECHNICAL REQUIREMENTS**

The TO Contractor shall develop the solution using the following technologies:

ID #	Technical Requirements	Associated Deliverable ID # from Section 2.8.4 below as applicable
2.6.2.1	Development environment is Oracle Database 11g (11.2.0.3) and Oracle 11g OHS Web server, VMware, Windows 2008 Release 2 64-bit	2.8.4.3
2.6.2.2	All application programming is to be performed using PL/SQL for custom data collection programs	2.8.4.3
2.6.2.3	Oracle Business Intelligence Enterprise Edition (OBIEE) functionality for dashboards and reporting purposes.	2.8.4.3
2.6.2.4	Data Security with Secure Socket Layer (SSL) to establish encryption to maintain PII privacy.	2.8.4.3
2.6.2.5	Data file transfers must use Tibco Managed File Transfer	2.8.4.3

	(MFT)	
2.6.2.6	Reports should be flexible and available in various formats – Excel, PDF, HTML, XML, CSV, Dashboards	2.8.4.4
2.6.2.7	Build on existing MASID that has been created in two pre-defined tables, the student biographical table and the history data table.	2.8.4.3

**2.6.3 NON-FUNCTIONAL, NON-TECHNICAL REQUIREMENTS**

ID #	Non-Functional, Non-Technical Requirements	Associated Deliverable ID # from Section 2.8.4 below as applicable
2.6.3.1	<ul style="list-style-type: none"> <li>Project Schedule</li> </ul>	2.8.4.1
2.6.3.2	<ul style="list-style-type: none"> <li>Functional Requirements Document in Word</li> <li>Application programming Document in Word</li> <li>User Acceptance Test (UAT) documents in Word or Excel</li> <li>User Manual in Word</li> <li>System Administration manual in Word</li> <li>Operations Manual in Word</li> <li>Maintenance Manual in Word</li> </ul>	2.8.4.4
2.6.3.3	User Training for up to 5 IT staff members	2.8.4.6
2.6.3.4	Weekly Presentation Meetings With IT Staff	2.8.4.2
2.6.3.5	Regular Meetings with TO Manager, at TO Manager’s request	

**2.6.4 TO CONTRACTOR RESPONSIBILITIES**

The TO Contractor shall provide staffing and resources to fully supply the services as identified in Section 2.6 Requirements.

**2.6.5 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES**

At a minimum, TO Contractor personnel working under this TORFP shall perform the following:

1. Provide and update project schedule on a bi-weekly basis
2. Build a secure web-based database system environment to centralize data collection system applications with a table-driven menu framework
3. Build a database system that contains table structures and security provisions to accept sensitive student-level and aggregate institutional data files
4. Design data flow, table structures and transfer of data from staging table to database
5. Integrate and interface existing feeder application with Oracle 11g database environment
6. Develop custom unique PL/SQL programs and scripts for all collection systems that perform complete data collection processing procedures (edit, validate, and update at student-level and aggregate-level data files)
7. Develop Institutional edit error correction and exception report, Institutional feedback report, Consistency report and additional reports unique to its data collected for each system (See Attachment 20 for preliminary list of reports).
8. Work with MHEC staff with transitioning from the legacy system and knowledge transfer to the Oracle 11g environment
9. Implement data security and encryption measures for personally identifiable information (PII)
10. Provide procedures for updating and reconciling mismatched student records

11. Build on established MASID process to maintain a unique updated student record across all systems
12. Develop year to year consistency editing and reporting applications
13. Develop routines for table lookups from auxiliary files
14. Develop change procedures for updating auxiliary files
15. Develop custom applications to create files to meet upload file requirements for IPEDS federal data reporting
16. Develop strategies to create student-level and aggregate statewide table data sets
17. Work with MHEC staff with OBIEE for dashboard reporting and also available in different formats such as Excel, PDF, HTML, XML, and CSV
18. Develop custom programs and processes to build retention files
19. Develop automated processes to generate routine data files requested from external sources such as the MLDS Center
20. Provide detailed documentation for all procedures for each collection system as it relates to data sets, presentation logic, business rules, edits, aggregations and reporting
21. Provide on-site hands-on training for IT staff with supporting documentation
22. Hold weekly internal project meetings with staff and Project Manager
23. Provide weekly status reports on work accomplished and work planned according to the project plan
24. Provide other activities in support of this TO at the direction of the TO Manager

**2.6.6 SERVICE LEVEL AGREEMENT (SLA)**

The TO Contractor resource shall be responsible for providing support of the existing system and the system under development. The TO Contractor resource is expected to be on-site during the course of the TO, and support for the system is typically limited to State business hours.

Service Levels	Phone Response	On-Site Response	Response Availability	Comments
Urgent	15 minutes	2 hours	5 days/week, Mon-Fri 8AM - 5:PM Weekend and holiday support only when needed to support project deadlines	MHEC TO Manager will define urgent level as it pertains to each issue.
High	1 hour	4 hours	5 days/week, Mon-Fri 8AM - 5PM Weekend and holiday support only when needed to support project deadlines.	MHEC TO Manager will define high level as it pertains to each issue.
Normal	1 hour	1 work day	5 days/week, Mon-Fri, 8AM-5PM	MHEC TO Manager will define normal level for each issue.

**2.6.7 BACKUP / DISASTER RECOVERY**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

## 2.6.8 REQUIREMENTS FOR HARDWARE, SOFTWARE, AND MATERIALS

The TO Contractor will not have to procure, hardware, software or materials.

## 2.7 PERFORMANCE AND PERSONNEL

### 2.7.1 WORK HOURS

- Business Hours Support: The TO Contractor's assigned personnel shall support core business hours (8:00 AM to 5:00 PM), Monday through Friday except for State holidays, Service Reduction days, and Furlough days observed by MHEC. TO Contractor personnel may also be required to provide occasional support outside of core business hours, including evenings, overnight, and weekends, to support: specific efforts and emergencies to resolve system repair or restoration.
- Scheduled Non-Business Hours Support: After hours support may be necessary to respond to IT Security emergency situations. Additionally, services may also involve some evening and/or weekend hours performing planned system upgrades in addition to core business hours.
- State-Mandated Service Reduction Days: TO Contractor personnel shall be required to participate in the State-mandated Service Reduction Days as well as State Furlough Days. In this event, the TO Contractor will be notified in writing by the TO Manager of these details.
- Minimum and Maximum Hours: Full-time TO Contractor personnel shall work a minimum of 40 hours per week with starting and ending times as approved by the TO Manager. A flexible work schedule may be used with TO Manager approval, including time to support any efforts outside core business hours.
- Vacation Hours: Requests for leave shall be submitted to the TO Manager at least two weeks in advance. The TO Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.

### 2.7.2 PERFORMANCE EVALUATION

TO Contractor personnel will be evaluated by the TO Manager on a monthly basis. The TO Manager shall evaluate performance of the TO Contractor personnel resource using the established performance evaluation form (PEF) included as Attachment 18.

### 2.7.3 PERFORMANCE ISSUE MITIGATION

At any time during the TO period of performance, should the performance of a TO Contractor resource be unsatisfactory as determined by the TO Manager, MHEC will pursue the following mitigation procedures prior to requesting a replacement employee:

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



#### **2.7.4 SUBSTITUTION OF PERSONNEL AFTER AWARD**

The substitution of personnel procedures is as follows:

- A) The TO Contractor may not substitute personnel without the prior approval of the TO Manager.
- B) To replace any personnel, the TO Contractor shall submit resumes of the proposed personnel specifying their intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.
- C) Proposed substitute personnel shall be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.

#### **2.7.5 PREMISES AND OPERATIONAL SECURITY**

- A) Prior to commencement of work, TO Contractor employees and subcontractors to be assigned to perform work under the resulting TO Agreement shall be required to submit background check certification to MHEC from recognized Law Enforcement Agencies, including the FBI. TO Contractor shall be responsible for ensuring that its employees' and subcontractors' background check certifications are renewed annually, and at the sole expense to the TO Contractor. MHEC reserves the right to disqualify any TO Contractor employees or subcontractors whose background checks suggest conduct, involvements, and/or associations that MHEC determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this TORFP. MHEC reserves the right to perform additional background checks on TO Contractor and subcontractor employees.
- B) Further, TO Contractor employees and subcontractors may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Contractor employees and subcontractors to be accompanied while on secured premises.
- C) TO Contractor employees shall, while on State premises, display their State issued identification cards without exception.
- D) TO Contractor shall require its employees to follow the State of Maryland and MHEC IT Security Policy and Standards throughout the term of the Contract.
- E) The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States citizens, prior to commencement of work under the resulting Contract.
- F) TO Contractor shall remove any employee from working on the resulting Contract where the State of Maryland provides evidence to the TO Contractor that said employee has not adhered to the security requirements specified herein.
- G) The cost of complying with all security requirements specified herein are the sole responsibilities and obligations of the TO Contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

### **2.8 DELIVERABLES**

#### **2.8.1 DELIVERABLE SUBMISSION**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

**2.8.2 DELIVERABLE ACCEPTANCE**

A final deliverable shall satisfy the scope and requirements of this TORFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in Section 2.8.4 Deliverable Descriptions/Acceptance Criteria.

The TO Manager shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The TO Manager is responsible for coordinating comments and input from various team members and stakeholders. The TO Manager is responsible for providing clear guidance and direction to the TO Contractor in the event of divergent feedback from various team members.

**2.8.3 MINIMUM DELIVERABLE QUALITY**

The TO Contractor shall subject each deliverable to its internal quality-control process prior to submitting the deliverable to the State.

Each deliverable shall meet the following minimum acceptance criteria:

- 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) In each section of the deliverable, include only information relevant to that section of the deliverable.
- E) Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
- F) Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
- G) Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.

A draft written deliverable may contain limited structural errors such as incorrect punctuation, and shall represent a significant level of completeness toward the associated final written deliverable. The draft written deliverable shall otherwise comply with minimum deliverable quality criteria above.

**2.8.4 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA**

The data collection windows are determined by MHEC. The TO Contractor personnel will be given notice to plan, schedule and implement deliverables. Additional task dates may be agreed upon between MHEC and the TO Contractor. MHEC will monitor activities to ensure schedules are met. The expectation is that these tasks will be managed to plan with weekly interim status updates from planning through implementation.

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.8.4.1	Project Schedule	Must be an MS Project 2007 or Word Document that contains agency name, contractor name, and date. Document shall include: <ul style="list-style-type: none"> <li>• Required job tasks</li> <li>• Timeframe for task completion</li> <li>• Milestones</li> <li>• Other details consistent with</li> </ul>	NTP +15 days Updated every 2 weeks

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
		standard SDLC documents	
2.8.4.2	<p>Weekly Status Report</p> <p>At the end of each work week, the TO Contractor personnel shall be responsible for compiling and submitting to the TO Manager, a status report that summarizes the following:</p> <ul style="list-style-type: none"> <li>• Assigned work efforts and status (completed, in progress, on-hold) and issues identified.</li> <li>• Proposed activities for the upcoming work week</li> </ul>	<p>Must be an MS Word Document that contains agency name, contractor name, project manager name, date, time plan, reporting period, all detail requested for current and proposed activity, associated project issues and/or risk.</p>	Updates: Weekly
2.8.4.3	<p>Functional Requirements &amp; Detailed Design Specifications for each system component below:</p> <ul style="list-style-type: none"> <li>• Web-based Environment</li> <li>• Menu &amp; Sub-menus for each collection system</li> <li>• Application programs for each Collection system listed below:</li> <li>• Enrollment Information System</li> <li>• Degree Information System</li> <li>• Financial Aid Information System</li> <li>• Employee Data System</li> <li>• End-of-Term System</li> <li>• External Credit System</li> <li>• Course Information System</li> <li>• Student Registration System</li> <li>• Non-Degree Teacher Candidate System</li> <li>• Processing for Auxiliary Files</li> <li>• Longitudinal Data System</li> <li>• Utilization of MASID</li> </ul>	<p>Must be an MS Word Document that contains:</p> <ul style="list-style-type: none"> <li>• Name, date, reporting period</li> <li>• Functional and technical requirements for web-based configuration</li> <li>• Pictorial illustration for each component showing data collection flow and processing steps with written details applied to each step</li> <li>• List Functional and technical design specifications for each data collection system that addresses data quality, data base table structures, institutional edit error correction and exception report, institutional feedback report, consistency report, additional reports unique to its data collected for each system (See Attachment 20 for initial list of reports), validation routines, and reporting procedures.</li> <li>• Document should be consistent with standard SDLC document.</li> <li>• MHEC will commence a review of system deliverables for functionality, content accuracy, completeness and compliance with stated requirements.</li> </ul>	Document is due for each system component one week prior to application programming for the component.
2.8.4.4	<p>Documentation:</p> <ul style="list-style-type: none"> <li>• User Acceptance Test (UAT) documents in Word or Excel</li> <li>• User Manual in Word</li> <li>• System Administration manual in Word</li> </ul>	<p>Must be an MS Word Document that contains agency name, contractor name date and document must be consistent with standard SDLC documents.</p>	User Acceptance and User Manuals specific to individual collection systems are due 30 days after individual collection system application

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
	<ul style="list-style-type: none"> <li>• Operations Manual in Word</li> <li>• Maintenance Manual in Word</li> </ul>	Documents shall be assembled based on collection system where appropriate.	completion. Systems, Operations and Maintenance Manuals are due 45 days prior to the end of the contract.
2.8.4.5	<ul style="list-style-type: none"> <li>• Provide secure https access</li> <li>• Provide single sign-on password using PC logon authentication</li> <li>• Provide administration module for the website to address user access management and role based security for MHEC system administrator</li> <li>• Support 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 newer web browsers used on Microsoft Windows</li> </ul>	Must utilize Oracle HTTP Server (OHS). Test, Development and Production Environments. Modules must contain appropriate menu items and sub-menus for each collection system.	NTP +45 days
2.8.4.6	Training for up to 6 IT staff members, (IT staff are the users, developers, database administrator and system manager.)	All step-by-step documentation necessary to support in-person hands-on training of the roles listed. Training must include a demonstration and assisted walk-through of all steps for each menu item for processing collection data from data acceptance to reporting.	Ongoing as system components are completed. User training must be performed following the release of a collection component.

**2.9 MINIMUM QUALIFICATIONS**

**2.9.1 OFFEROR’S COMPANY MINIMUM QUALIFICATIONS**

Only those Master Contractors that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation. The Master Contractor’s proposal and references will be used to verify minimum qualifications. The Master Contractor’s proposal shall demonstrate meeting the following minimum requirements:

**2.9.2 OFFEROR’S PERSONNEL MINIMUM QUALIFICATIONS**

Only those Master Contractors supplying key proposed personnel that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation.

For the personnel proposed under this TORFP, proposed resources must meet all minimum qualifications for the labor category proposed, as identified in the CATS + Master Contract Section 2.10 plus the following minimum qualifications. Resumes shall clearly outline starting dates and ending dates for each applicable experience or skill.

Master Contractors may only propose **one (1) named personnel** in response to this TORFP.

The proposed staff shall meet the following additional minimum qualification criteria for the Master Contractor to be eligible for consideration in the evaluation of this TORFP.

1. Education – Bachelor of Science required in Computer Science or an IT related field

2. At least eight (8) years of overall IT experience developing and fielding automation solutions.
3. At least five (5) years of experience with implementing Oracle 11g relational databases, business layer models with dimensions and hierarchies, data warehousing, and batch data collection/transfer applications.
4. At least five (5) years of experience in Oracle 11g OBIEE Tools, developing OBIEE dashboards reports, analytics dashboards, and administering role-based security is preferred.
5. At least five (5) years of experience with Oracle Warehouse Builder (OWB) ETL.
6. At least eight (8) years of experience with PL/SQL programming.
7. At least two (2) years of data collection manipulation and analytical experience.
8. At least five (5) years of experience with Oracle 11g OHS Web application development

Resumes shall clearly outline starting dates and ending dates for each applicable experience or skills.

#### **2.10 TO CONTRACTOR AND PERSONNEL OTHER REQUIREMENTS**

- Education – Masters in Computer Science or an IT related field, preferred
- Experience in Higher Education data collection is preferred.

#### **2.11 RETAINAGE**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

#### **2.12 WORK ORDER PROCESS**

- A) Additional services may be provided via a Work Order process. A Work Order may be issued for fixed price.
- B) The TO Manager shall e-mail a Work Order Request (See Attachment 17) to the TO Contractor to provide services or resources that are within the scope of this TORFP. The Work Order Request will include:
  - 1) Technical requirements and description of the service or resources needed
  - 2) Performance objectives and/or deliverables, as applicable
  - 3) Due date and time for submitting a response to the request
  - 4) Required place(s) where work must be performed
- 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 price to complete the Work Order Request using the format provided in Attachment 17.
  - 3) A description of proposed resources required to perform the requested tasks.
  - 4) An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks.
  - 5) State-furnished information, work site, and/or access to equipment, facilities, or personnel
  - 6) The proposed personnel resources, including any subcontractor personnel, to complete the task.

- D) For a fixed price Work Order, the TO Manager will review the response and will confirm the proposed prices are acceptable.
- E) The TO Manager will contact the TO Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the TO Procurement Officer for approval. The TO Procurement Officer could issue a change order to the TORFP if appropriate.

Proposed personnel on any type of Work Order shall be approved by the TO Manager. The TO Contractor shall furnish resumes of proposed personnel.

## **2.13 INVOICING**

Invoicing shall be submitted monthly. Invoicing shall reflect costs for work completed during the month and shall be accompanied by signed notice(s) of acceptance (PEF) for all invoices submitted for payment. Payment of invoices will be withheld if a signed PEF (Attachment 18) is not submitted.

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 shall be submitted to the TO Manager for payment approval.

### **2.13.1 TIME SHEET SUBMISSION AND ACCEPTANCE**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

### **2.13.2 INVOICE SUBMISSION PROCEDURE**

This procedure consists of the following requirements and steps:

- A) A proper invoice shall identify "Maryland Higher Education Commission" as the recipient and contain the following information: date of invoice, TO Agreement number, deliverable description, deliverable number (e.g., "2.8.4.3."), period of performance covered by the invoice, a total invoice amount, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall email the original of each invoice and signed PEF (Attachment 18), for each deliverable being invoiced to the Maryland Higher Education Commission at email address: [pjackson@mhec.state.md.us](mailto:pjackson@mhec.state.md.us), with a copy to the TO Manager.
- 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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

## SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

### 3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS+ TORFP shall respond no later than the submission due date and time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a 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.

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

### 3.2 SUBMISSION

The TO Proposal shall be submitted via two e-mails, each not to exceed 10 MB.

The TO Technical Proposal shall be contained in one email, with two attachments. This email shall include:

- Subject line “CATS+ TORFP # R62B3400011 Technical” plus the Master Contractor Name
- One attachment labeled “TORFP R62B3400011 Technical - Attachments” containing all Technical Proposal Attachments (see Section 3.3 below), signed and in PDF format.
- One attachment labeled “TORFP R62B3400011 Technical – Proposal” in Microsoft Word format (2007 or later).

The TO Financial Proposal shall be contained in one email, with one attachment. This email shall include:

- Subject line “CATS+ TORFP # R62B3400011 Financial” plus the Master Contractor Name
- One attachment labeled “TORFP R62B3400011 Financial” containing the Financial Proposal contents, signed and in PDF format.

### 3.3 SUMMARY OF ATTACHMENTS

No attachment forms shall be altered. Signatures shall be clearly visible.

The following attachments shall be included with the TO Technical Proposal:

- Attachment 4 – Conflict of Interest Affidavit and Disclosure - Signed PDF
- Attachment 5A 5B- Attachment 5A Minimum Qualifications Summary and Attachment 5B Personnel Resume Form - Signed PDF
- Attachment 13 – Living Wage Affidavit of Agreement - Signed PDF
- Attachment 16 - Certification Regarding Investments in Iran - Signed PDF

The following attachments shall be included with the TO Financial Proposal:

- Attachment 1 Price Proposal – Signed PDF

### 3.4 PROPOSAL FORMAT

A TO Proposal shall contain the following sections in order:

### 3.4.1 TO TECHNICAL PROPOSAL

#### A) Proposed Services

- 1) Executive Summary: A one-page summary describing the Master Contractor's understanding of the TORFP scope of work (Section 2) and proposed solution.
- 2) Proposed Solution: A more detailed description of the Master Contractor's understanding of the TORFP scope of work, proposed methodology and solution. The proposed solution shall be organized to exactly match the requirements outlined in Section 2.
- 3) 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.

#### B) Proposed Personnel and TORFP Staffing

Offeror shall propose **exactly one (1) named resource** in response to this TORFP.

- 1) Complete and provide for the proposed resource Attachment 5B Personnel Resume Form and Attachment 5 – Labor Classification Personnel Resume Summary for each proposed resource.
- 2) Provide evidence proposed personnel possess the required certifications in accordance with Section 2.9.2 Offeror's Personnel Minimum Qualifications.
- 3) Provide three (3) references for the proposed personnel containing the information listed in Attachment 5B.
- 4) 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.

#### C) MBE, SBE Participation and VSBE Participation

NO MBE, SBE or VSBE forms are required for this TORFP.

#### D) Subcontractors

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

#### E) Master Contractor and Subcontractor Experience and Capabilities

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



the State of Maryland.

For each identified contract, the Master Contractor shall provide the following (if not already provided in sub paragraph 1 above):

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

Note - State of Maryland experience can be included as part of Section 2 above as engagement or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

F) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

G) 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. 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.

### 3.4.2 TO FINANCIAL PROPOSAL

- A) A description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the TO Financial proposal);
- B) Attachment 1– Price Sheet, completed in .PDF format. Prices shall be valid for 120 days.

THIS PAGE IS INTENTIONALLY LEFT BLANK

## 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, the MHEC 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. Failure to meet the minimum company personnel qualifications shall render a TO Proposal not reasonably susceptible for award:

- A) The Master Contractor's overall understanding of the TORFP Scope of Work – Section 2. Level of understanding will be determined by the quality and accuracy of the technical proposal in adherence to Section 3.4.
- B) The capability of the proposed resources to perform the required tasks and produce the required deliverables in the TORFP Scope of Work – Section 2. Capability will be determined from each proposed individual's resume, reference checks, and interview (See Section 1.5 Interviews).
- C) Demonstration of how the Master Contractor plans to staff the task order at the levels set forth in Section 2.1 and also for potential future resource requests.
- D) Individual with experience in Higher Education data collection is preferred and will be ranked higher
- E) The overall experience, capability and references for the Master Contractor as described in the Master Contractor's TO Technical Proposal.

### 4.3 SELECTION PROCEDURES

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 2 of this TORFP, and quality of responses to Section 3.4.1 TO Technical Proposal.
- B) Interviews will be performed for proposed personnel from all TO Proposals deemed technically qualified. As described in Section 1.5, in the event that there are more than ten (10) responsive proposals, the Procurement Officer may perform a down select. When used, the down select procedures to be followed by the Procurement Officer are as follows:
  - a) An initial review of proposals will be performed for all proposed personnel meeting minimum requirements.
  - b) A technical ranking will be performed for all proposed personnel based on the initial review. Proposed personnel will be ranked from highest to lowest for technical merit based on the quality of the proposals submitted.
  - c) The five (5) personnel by technical ranking will be notified for an interview. All other personnel will be notified of non-selection for this TORFP.
- C) For TO Proposals deemed technically qualified, the associated TO Financial Proposal will be opened. All others will be deemed not reasonably susceptible for award and the TO Procurement Officer will notify the Master Contractor it has not been selected to perform the work.

- D) Qualified TO Financial Proposal responses will be reviewed and ranked from lowest to highest price proposed.
- E) The most advantageous TO Proposal considering both the technical and financial submissions shall be selected for TO award. In making this selection, technical merit has greater weight than the financial.
- F) All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

#### **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, completion of a Criminal Background Check Affidavit and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed (sample).

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

## LIST OF ATTACHMENTS

Attachment Label	Attachment Name	Applicable to this TORFP?	Submit with Proposal?*(Submit, Do Not Submit, N/A)
Attachment 1	Price Sheet	Applicable	Submit with TO Financial Proposal
Attachment 2	Minority Business Enterprise Participation	<i>Not Applicable</i>	<i>N/A</i>
Attachment 3	Task Order Agreement (TO Agreement)	Applicable	Do Not Submit with Proposal
Attachment 4	Conflict of Interest Affidavit and Disclosure	Applicable	Submit with TO Technical Proposal
Attachment 5	Labor Classification Personnel Resume Summary	Applicable	Submit with TO Technical Proposal
Attachment 6	Pre-Proposal Conference Directions	Applicable	Do Not Submit with Proposal
Attachment 7	Notice to Proceed (Sample)	Applicable	Do Not Submit with Proposal
Attachment 8	Agency Receipt of Deliverable Form	Not Applicable	<i>N/A</i>
Attachment 9	Agency Deliverable Product Acceptance Form (DPAF)	Not Applicable	<i>N/A</i>
Attachment 10	Non-Disclosure Agreement (Offeror)	<i>Not Applicable</i>	<i>N/A</i>
Attachment 11	Non-Disclosure Agreement (TO Contractor)	Applicable	Do Not Submit with Proposal
Attachment 12	TO Contractor Self-Reporting Checklist	Applicable	Do Not Submit with Proposal
Attachment 13	Living Wage Affidavit of Agreement	Applicable	Submit with TO Technical Proposal
Attachment 14	Mercury Affidavit	<i>Not Applicable</i>	<i>N/A</i>
Attachment 15	Veteran Owned Small Business Enterprise Utilization Affidavit	<i>Not Applicable</i>	<i>N/A</i>
Attachment 16	Certification Regarding Investments in Iran	Applicable	Submit with TO Technical Proposal
Attachment 17	Sample Work Order	Applicable	Do Not Submit with Proposal
Attachment 18	Performance Evaluation Form	Applicable	Do Not Submit with Proposal
Attachment 19	Criminal Background Check Affidavit	Applicable	Do Not submit with Proposal
Attachment 20	MAC2 System Component Report Descriptions	Applicable	Do Not Submit with Proposal

\*if not specified in submission instructions, any attachment submitted with response shall be in PDF format and signed

**ATTACHMENT 1 PRICE SHEET**

**ATTACHMENT 1 PRICE SHEET FORM**

**PRICE SHEET (FIXED PRICE) FOR CATS+ TORFP # R62B3400011**

Database Computer Programming Technical Services	CATS+ Labor Category Proposed by Master Contractor	Semi-Annual Labor Rate* (A)	Total Proposed CATS+ TORFP Price (C)
<b>Six Month 1</b>			
Programmer	Insert CATS+ Labor Category	\$	\$
<b>Six Month 2 (Option)</b>			
Programmer	Insert CATS+ Labor Category	\$	\$
<b>Six Month 3 (Option)</b>			
Programmer	Insert CATS+ Labor Category	\$	\$
<b>Six Month 4 (Option)</b>			
Programmer	Insert CATS+ Labor Category	\$	\$
<b>Total Evaluated Price</b>			\$

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

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\* "Semi-Annual Fixed Labor Rates" are the actual rate the State will pay for services requested and must be recorded in dollars and cents. Rates must be fully-loaded to include all direct and indirect costs and profit for the Master Contractor to perform under the TO Agreement.

For each labor category, the "Semi-Annual Fixed Labor Rate" shall be less than or equal to (< / =) the corresponding Hourly Labor Rate for that labor category multiplied by 960. Semi-Annual Fixed Labor rates require 960 hours worked semi-annually unless written approval from the TO Manager is provided to document that the Agency did not require full services for the performance period. Upon a determination by the TO Manager that the 960 hours will not be met in a given performance period, the semi-annual rate "by the hour" shall apply to the present and remaining months of the performance period. The semi-annual rate by the hour is equal to the semi-annual rate (dollar amount) divided by 960.

Resources acquired using the fixed price semi-annual rates are those that the Agency expects to perform at a management level, working the number of hours necessary to perform the duties assigned and producing the deliverables required, but no less than 880 hours during each semi-annual period. Fixed price resources will be evaluated on the timeliness and quality of their work via the PEF process described in Section 2.

**ATTACHMENT 2 MINORITY BUSINESS ENTERPRISE FORMS**

THIS ATTACHMENT IS NOT APPLICABLE TO THIS TORFP

**TASK ORDER AGREEMENT**

CATS+ TORFP# R62B3400011 Number OF MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this day of Month, 2014 by and between \_\_\_\_\_ (TO Contractor) and the STATE OF MARYLAND, Maryland Higher Education Commission.

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 Higher Education Commission, as identified in the CATS+ TORFP # R62B3400011.
  - b) “CATS+ TORFP” means the Task Order Request for Proposals # R62B3400011, dated MONTH DAY, YEAR, including any addenda.
  - c) “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated MONTH DAY, YEAR.
  - d) “TO Procurement Officer” means La Juan Lee. 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 Higher Education Commission and TO Contractor.
  - f) “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_.
  - g) “TO Manager” means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h) “TO 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 Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
  - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or 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 six (6) months commencing on the date of Notice to Proceed and terminating on Month Day, Year. At the sole option of the State, this TO Agreement may be extended for three (3) additional, six (6) month periods for a total TO Agreement period ending on Month, Day, Year.
4. Consideration and Payment
- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS+ TORFP and shall not exceed \$\_\_\_\_\_. 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 a proper invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is \_\_\_\_\_. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.



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 Higher Education Commission

\_\_\_\_\_  
By: La Juan Lee, Procurement Officer

\_\_\_\_\_  
Date

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

**ATTACHMENT 3 CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

- A) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, 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 procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

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

(Authorized Representative and Affiant)

## ATTACHMENT 4 LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (INSTRUCTIONS)

- 1) For this TORFP,
  - a) Master Contractors shall comply with all personnel requirements defined under the Master Contract RFP 060B2490023.
  - b) Master Contractors shall propose the CATS+ Labor Category that best fits each proposed resource. A Master Contractor may only propose against labor categories in the Master Contractor's CATS+ Master Contract Financial Proposal.
  - c) A Master Contractor's entire TO Technical Proposal will be deemed not susceptible for award if any of the following occurs:
    - i) Failure to follow these instructions.
    - ii) Failure to propose a resource for each job title or labor category identified in the TORFP as a required submission.
    - iii) Failure of any proposed resource to meet minimum requirements as listed in this TORFP and in the CATS+ Master Contract.
    - iv) Placing content on the Minimum Qualifications Summary that is not also on the Personnel Resume Form. *The function of the Minimum Qualifications Summary is to aid the agency to make a minimum qualification determination. Information on the Minimum Qualification Summary must correspond with information on the Personnel Resume form and shall not contain additional content not found on the other form.*
    - v) A resource proposed in response to this TORFP is not available as of TO award. Substitutions prior to award are considered alternate proposals and will not be allowed.
  - d) Complete and sign the **Personnel Resume Form** (Attachment 5B) for the resource proposed. Alternate resume formats are not allowed.
    - i) For each proposed resource be sure they meet the minimum qualifications for the labor category you select, as defined in the CATS+ Master Contract RFP Section 2.10, and any additional minimum requirements stated in this TORFP. For each minimum qualification, indicate the location on the Personnel Resume Form (5B) demonstrating meeting this requirement.

Only include the experience relevant to meeting a particular minimum qualification. Every skill must be linked to specific work experience and/or education. *The Minimum Qualification Summary shall not contain content that cannot be correlated to the Personnel Resume form.*

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

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

**ATTACHMENT 5B – PERSONNEL RESUME FORM**  
**CATS+ TORFP # R62B3400011**

Instructions: Submit one resume form for each resource proposed. Do not submit other resume formats. Fill out each box as instructed. Failure to follow the instructions on the instructions page and in TORFP may result in the TO Proposal being considered not susceptible for award.

Resource Name:	
Master Contractor:	<insert Master Contractor name> Sub-Contractor (if applicable):
Proposed CATS+ Labor Category:	<proposed by Master Contractor>
Job Title (As listed in TORFP):	<as described in this TORFP>

**Education / Training (start with most recent degree / certificate)**

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

**Relevant Work Experience\***

Describe work experience relevant to the Duties / Responsibilities and Minimum Qualifications described in Section 2 of the TORFP. Start with the most recent experience first; do not include experience not relevant to the scope of this TORFP; use [Employment History below for full employment history](#). Enter dates as MM/YY – MM/YY. Add lines as needed.

[Organization] [Title / Role] [Period of Employment / Work (MM/YY – MM/YY)] [Location] [Contact Person (Optional if current employer)] [Technologies Used]	Description of Work (recommended: organize work descriptions to address minimum qualifications and other requirements)
[Organization] [Title / Role] [Period of Employment / Work MM/YY – MM/YY] [Location] [Contact Person] [Technologies Used]	Description of Work (recommended: organize work descriptions to address minimum qualifications and other requirements)

\*Fill out each box. Do not enter “see resume” as a response.

**A) References for Proposed Resource (if requested in the TORFP)**

List persons the State may contact as employment references. Add lines as needed.

Reference Number:	1
Date From:	<mm/yy>
Date To:	<mm/yy>
Organization Name:	<insert organization name>
Contact Name:	<insert contact>
Contact Phone:	<insert phone>
Contact e-mail:	<insert e-mail>

Details:	<insert details>
----------	------------------

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

**Master Contractor Representative:**

Signature	Date
-----------	------

**Proposed Individual:**

Signature	Date
-----------	------

*Instruction: Sign each form.*

## ATTACHMENT 5 PRE-PROPOSAL CONFERENCE DIRECTIONS

Directions to the Maryland Higher Education Commission in the Nancy Grasmick Building  
at 200 West Baltimore Street (MSDE Entrance), Baltimore, MD 21201  
Wednesday, August 13, 2014 11:00 am. Conference Room 1 on the 8<sup>th</sup> Floor

MHEC is located in the Nancy Grasmick Building, Maryland State Department of Education (MSDE), next to the east side of the Arrow Parking facility. Use the 200 West Baltimore Street MSDE entrance to access elevators to the eight-floor.

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

Take I-95 North or South, as appropriate to I-395 North, Exit 53. As you merge onto I-395, move to the left lane to “Downtown/Inner Harbor.” I-395 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. Use the 200 West Baltimore Street entrance to access elevators to the eight floor.

### From the West (Frederick/Hagerstown):

Take I-70 East to I-695 South (Glen Burnie). Follow I-695 South to I-95 North. Follow directions above from the Southwest. Use the 200 West Baltimore Street MSDE entrance to access elevators to the eight floor.

### From the South (Annapolis):

Take I-97 North to I-695 West, Exit 17A. Follow I-695 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. MHEC is next to the east side of the parking facility. Use the 200 West Baltimore Street entrance to access elevators to the eight floor.

### From the North (Harrisburg):

Take I-83 South to its terminus in Baltimore. I-83 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. MHEC is next to the east side of the parking facility. Use the 200 West Baltimore Street MSDE entrance to access elevators to the eight floor.

### From the Northwest (Westminster):

Take I-795 to I-695 East (Towson). Follow I-695 to I-83 South (Baltimore), exit 23. Follow the directions above for “From the North.” Use the 200 West Baltimore MSDE Street entrance to access elevators to the eight floor.

### **Parking:**

The parking facility mentioned above is operated by Arrow Garage and is next to the Nancy Grasmick Building (MSDE). 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 Nancy Grasmick building 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 Nancy Grasmick Building, 200 West Baltimore Street entrance. Take elevators to the eight floor. Light Rail 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 MHEC entrance is the Metro-Charles Center Station, 2 blocks east. Use the 200 West Baltimore Street MSDE entrance and enter the Nancy Grasmick building. Take elevators to the eight floor.

**ATTACHMENT 6 NOTICE TO PROCEED (SAMPLE)**

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ TO Project Number (TORFP #): R62B3400011

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,

La Juan Lee

Task Order Procurement Officer

Enclosures (2)

cc: Parris Jackson

Procurement Liaison Office, Department of Information Technology

Project Oversight Office, Department of Information Technology



**ATTACHMENT 7 AGENCY RECEIPT OF DELIVERABLE FORM**

THIS ATTACHMENT IS NOT APPLICABLE TO THIS TORFP.

**ATTACHMENT 8 AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM**

THIS ATTACHMENT IS NOT APPLICABLE TO THIS TORFP.

**ATTACHMENT 9 NON-DISCLOSURE AGREEMENT (OFFEROR)**

This Non-Disclosure Agreement (the "Agreement") is made this \_\_\_ day of \_\_\_\_\_ 20\_\_\_, 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 # R62B3400011 for Maryland Higher Education Commission. 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 La Juan Lee, Maryland Higher Education Commission 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 10 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)**

**THIS NON-DISCLOSURE AGREEMENT** (“Agreement”) is made as of this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the State of Maryland (“the State”), acting by and through its Maryland Higher Education Commission (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 MAC2 Software Development TORFP No. R62B3400011 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 Master Contract 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:

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

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;

The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;

Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and

The Recitals are not merely prefatory but are an integral part hereof.

**TO Contractor/TO Contractor’s Personnel:      TO Maryland Higher Education Commission:**

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

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

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

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

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

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

**EXHIBIT A – FOR THE NONDISCLOSURE AGREEMENT (TO CONTRACTOR)**  
**TO CONTRACTOR’S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE**  
**CONFIDENTIAL INFORMATION**

Printed Name and Address  
of Employee or Agent

Signature

Date

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

**ATTACHMENT 11 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@maryland.gov](mailto:contractoversight.doit@maryland.gov) 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:	
<b>Section 1 – Task Orders with Invoices Linked to Deliverables</b>	
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)	
<b>Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials</b>	
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)	
<b>Section 3 – Substitution of Personnel</b>	
A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 4.)	
B) Did the Master Contractor request each personnel substitution in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	

<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>Was the substitute approved by the agency in writing?                  Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p><b>Section 4 – MBE Participation</b></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 Subcontractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% (3,000 ÷ 10,000 = 0.30))</p>
<p>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>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><b>Section 5 – TO Change Management</b></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>

SUBMIT AS INSTRUCTED IN TORFP.



**ATTACHMENT 12 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 and Date: \_\_\_\_\_

**ATTACHMENT 13 MERCURY AFFIDAVIT**

THIS ATTACHMENT IS NOT APPLICABLE TO THIS TORFP.

**ATTACHMENT 14 STATE OF MARYLAND  
VETERAN SMALL BUSINESS ENTERPRISE PARTICIPATION (VSBE)**

THIS ATTACHMENT IS NOT APPLICABLE TO THIS TORFP.

**ATTACHMENT 15 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](http://www.bpw.state.md.us)*

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

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

**CERTIFICATION REGARDING INVESTMENTS IN IRAN**

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

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

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

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

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

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

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

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

**ATTACHMENT 16 SAMPLE WORK ORDER**

<b>WORK ORDER</b>		<b>Work Order #</b>	<b>Contract #</b>		
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.					
<b>Purpose</b>					
<b>Statement of Work Requirements:</b>					
<b>Deliverable(s), Acceptance Criteria and Due Date(s):</b>					
Deliverables are subject to review and approval by MHEC prior to payment. <i>(Attach additional sheets if necessary)</i>					
<b>Start Date</b>		<b>End Date</b>			
<b>Cost</b>					
<b>Description for Task / Deliverables</b>		<b>Quantity (if applicable)</b>	<b>Labor Hours (Hrs.)</b>	<b>Labor Rate</b>	<b>Estimate Total</b>
1.				\$	\$
2.				\$	\$
*Include WBS, schedule and response to requirements.		MHEC shall pay an amount not to exceed			\$
<b>Contractor</b>			<b>Agency Approval</b>		
(Signature) Contractor Authorized Representative (Date)			(Signature) TO Manager (Date)		
POC (Print Name)		TO Manager (Print Name)			
Telephone No.		Telephone No.			
Email:		Email:			

**ATTACHMENT 17 PERFORMANCE EVALUATION FORM**

TORFP Title: Maryland Higher Education Commission

TORFP # R62B340011

Name of Contractor being evaluated: <insert name>

(The TO Contractor shall submit one Performance Evaluation Form for each employee as required)

Evaluation Month & Year:

Role (TORFP Section 2.X):

Labor Category:

TO Contractor Name:

TO Contractor Contact:

MHEC TO Manager:

TO Requesting Agency: TO Requesting Agency

**PROJECT PERSONNEL PERFORMANCE RATING\***

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

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

\*Project Personnel must maintain a “Satisfactory” rating for each performance area. The TO Contractor shall take action to address any unsatisfactory rating. At the TO Manager’s discretion, employee performance may be rejected and payment withheld pending employee performance mitigation or employee substitution.

Employee performance overall is accepted.

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

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

OTHER COMMENTS:

Signature of Evaluator

Date

Signature of TO Contractor

Date

**ATTACHMENT 18 CRIMINAL BACKGROUND CHECK AFFIDAVIT**

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT 19 – MAC2 SYSTEM COMPONENT REPORT DESCRIPTIONS**

MAC2 Reporting requirements include but are not limited to reports identified below.

- Enrollment Information System (EIS) – One record per student per term. There are 54 data elements in the student-level enrollment system. Reports derived from this system are:
  - a. Institutional Edit Report
  - b. Institutional Feedback Report
  - c. Opening Enrollment Report
  - d. Enrollment Trend Report
  - e. Enrollment by Program Report
  - f. Enrollment by Gender Report
  - g. Enrollment by Place of Residence Report
  - h. Undergraduate Transfers Among Maryland Public Institutions
  
- Degree Information System (DIS) – One record per degree per major per student per year. The student-level system has 29 data elements. Reports derived from this system are:
  - a. Institutional Edit Report
  - b. Institutional Feedback Report
  - c. Institutional Consistency Report
  - d. Degree Trend Report
  - e. Degree and Formal Awards Report
  - f. Trends in Degrees by Programs
  - g. Trends in Degrees by Race and Gender
  
- Financial Aid Information System (FAIS) – Multiple records per student per year. There are 29 data elements in the student-level system. Reports derived from this system are:
  - a. Institutional Feedback Report
  - b. Statewide Aggregate Report by Segment
  - c. Statewide Aggregate Report by Institution
  
- Employee Data System (EDS) – One record per employee as of a specified date in November each year. The system contains 30 data elements. Reports derived from this system are:
  - a. Institutional Edit Report
  - b. Institutional Feedback Report
  - c. Institutional Comparison Report
  - d. Human Resources Report for IPEDS
  
- End-of-Term System (EOTS) – One record per student per term. It has 18 data elements. Reports derived from this system are:
  - a. Institutional Edit Report

- b. Institutional Feedback Report
  - c. Report #3 – TBD
  - d. Report #4 – TBD
  
- External Credit System (ECS) – One record per undergraduate student per source of credit. It is collected once a year in August and contains 10 data elements. Reports derived from this system are:
  - a. Institutional Edit Report
  - b. Institutional Feedback Report
  - c. Report #3 – TBD
  - d. Report #4 – TBD
  
- Course Information System (CIS) – One record per section per course per term (Undergraduate level). It has 18 data elements. Reports derived from this system are:
  - a. Institutional Edit Report
  - b. Institutional Feedback Report
  - c. Report #3 – TBD
  - d. Report #4 – TBD
  
- Student Registration System (SRS) – One record per course per undergraduate student per term. There are 16 data elements. Reports derived from this system are:
  - a. Institutional Edit Report
  - b. Institutional Feedback Report
  - c. Report #3 – TBD
  - d. Report #4 – TBD
  
- Non-Degree Teacher Candidate System (NTS) – One record per student per term per year. There are 29 data elements. Reports derived from this system are:
  - a. Institutional Edit Report
  - b. Institutional Feedback Report
  - c. Report #3 – TBD
  - d. Report #4 – TBD