



**CONSULTING AND TECHNICAL SERVICES II
(CATS II)**

TASK ORDER REQUEST FOR PROPOSALS (TORFP)

**SCHOOL IMPROVEMENT (MDK12)
AND THE MARYLAND SCHOOLS
REPORT CARD (REPORT CARD)
WEBSITES
MAINTENANCE AND SUPPORT**

CATS II TORFP # R00B9200103

**MARYLAND STATE DEPARTMENT OF
EDUCATION DIVISION OF
ACCOUNTABILITY AND ASSESSMENT**

ISSUE DATE: FRIDAY, JULY 8, 2011

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KEY INFORMATION SUMMARY SHEET

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

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|---|--|
| TORFP Title: | SCHOOL IMPROVEMENT (MDK12) AND THE MARYLAND SCHOOLS REPORT CARD MAINTENANCE AND SUPPORT |
| Functional Area: | Functional Area 2 – Web and Internet Systems |
| TORFP Issue Date: | FRIDAY, JULY 8, 2011 |
| Closing Date and Time: | WEDNESDAY, AUGUST 24, 2011 BY 2:00 PM EST |
| TORFP Issuing Agency: | Maryland State Department of Education (MSDE) Division of Accountability, Assessment and Data Systems (DAADS) |
| Send Questions and Proposals to: | Dorothy M. Richburg, Procurement Officer drichburg@msde.state.md.us |
| TO Procurement Officer: | Dorothy Richburg, Procurement Officer Maryland State Department of Education 200 West Baltimore Street Baltimore, MD 21201 Telephone Number: 410-767-0628; FAX: 410-333-2017 |
| TO Manager: | Janice Johnson, Branch Chief Maryland State Department of Education 200 West Baltimore Street Baltimore, MD 21201 Telephone Number: 410-767-0025; FAX: 410-333-2017 |
| TO Project Number: | R00B9200103 |
| TO Type: | Time and Materials |
| Period of Performance: | Base Period 3 Years (Not to Exceed May 31, 2014) |
| MBE Goal: | 35 percent |
| Small Business Reserve (SBR): | No |
| Primary Place of Performance: | Maryland State Department of Education Division of Accountability and Assessment 200 West Baltimore Street Baltimore, MD 21201 |
| TO Pre-proposal Conference: | Maryland State Department of Education 200 West Baltimore Street, 8 TH Floor, CR 8 Baltimore, MD 21201 TUESDAY, JULY 26, 2011 @ 11:00 AM See Attachment 6 for directions. |

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

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

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

1.2 TO AGREEMENT

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

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #R00B9200103. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP #R00B9200103 Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP #R00B9200103 Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

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

1.4 ORAL PRESENTATIONS/INTERVIEWS

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

1.5 MINORITY BUSINESS ENTERPRISE (MBE)

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

1.6 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in

the form included as Attachment 4 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

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

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at TO Requesting Agency'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.

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

1.8 LIMITATION OF LIABILITY CEILING

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

1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

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

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

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

This TORFP specifies services to be provided for the support and maintenance of two websites for the Maryland State Department of Education. The websites are the MDK12 and Report Card website. There is a single back-end SQL database that lies behind both websites. This introductory section provides information on the purpose of the TORFP, and the project background. This TORFP is issued to acquire Project Management, technical and graphical arts services for the maintenance and support of the MDK12 and Report Card websites and database.

This TORFP is meant to satisfy MSDE's foreseeable requirements for support and maintenance for the websites for the following period: June 1, 2011 until May 31, 2014.

2.2 REQUESTING AGENCY BACKGROUND

The MSDE wants the best for children and that includes a first-class education that will prepare them for a successful future. To raise the achievement of every student, Maryland designed *Achievement Matters Most*, a plan for public schools that sets goals in the areas of achievement, teaching, testing, safety, and family involvement in schools. Achievement Matters Most is based on the work of the Visionary Panel for Better Schools and also includes the requirements of the No Child Left Behind (NCLB) Act of 2001 and the Bridge to Excellence in Public Schools Act. Achievement Matters Most sets five simple but challenging goals for Maryland public education.

Goal 1: Achievement will improve for each student.

Goal 2: Curriculum, instruction, and testing will be better aligned and understandable.

Goal 3: All educators will have the skills to improve student achievement.

Goal 4: All schools will be safe, drug-free, and conducive to learning.

Goal 5: Parents and legal guardians will be involved in education.

2.2.1 PROJECT BACKGROUND

MDK12 Background

The MDK12 website was created to help schools analyze their State assessment data and guide them in making data-based instructional decisions that would support improved performance for all students. Talented educators across the State have contributed to the resources of this website. Website development was originally funded as part of a research grant from the Office of Educational Research and Improvement (OERI). With the expiration of the grant, the MSDE has provided funding for maintenance and further development.

The MDK12 website is designed to serve as a comprehensive tool usable by a variety of stakeholders to assist in understanding, analyzing, and making use of student achievement data. For further information the website address is: <http://www.mdk12.org>.

The system is designed to serve as a tool to help educators and parents understand:

- Maryland's School Reform Initiatives;
- Maryland's Content Standards;
- Maryland's Assessment Systems;
- Maryland's School Accountability System;
- School improvement planning tools;
- How to use data to inform school improvement planning.

Feedback from principals and teachers indicates that many of them have found the website very helpful in improving student performance.

The layout, design, navigation, and implementation of the website were developed by Understanding, Articulation, Quality Assurance (UAQA, LLP), a minority owned Maryland based company. This includes the HTML development, directory structure management, and graphic/multimedia support (adding audio and video interviews and animated explanations). UAQA also hosts the website at their location.

Report Card Background

The goal of the Maryland School Performance Program is for each school in the state to offer an excellent education to its students. The performance of school systems and individual schools are judged against growth in other school systems or in other schools. The Maryland School Performance Report, first published in 1991, now is produced in two parts. This report contains detailed information on the state and its 24 local school systems. Each school system electronically submits school data in flat file format to MSDE for each of its schools. In December 1998, MSDE launched the performance report website, which contains data published in the Maryland School Performance Report and additional data on trends in education. It also includes information on numbers of students tested, absent, excused, and exempted from state test administrations. For further information the website address is: <http://www.mdreportcard.org>. There are additional data reported without standards, which describes school, school system and state characteristics. School populations differ greatly in Maryland. This data describes those differences.

MSDE is seeking a contractor to provide highly technical website/database maintenance and support services to implement reporting requirements of the No Child Left Behind Act within the Department's existing Report Card website. The Contractor shall provide maintenance and technical services to support the website and database. This shall include refining, modifying, and updating functionality and data within the website to meet State Education Accountability measures and to meet mandated federal reporting requirements of the Federal Public Law 107-110, the No Child Left Behind Act of 2001 signed into law January 2002. This law is intended to reform the Elementary and Secondary Education Act (ESEA), requiring changes to the accountability of the educational system. This legislative change requires extensive changes and modifications to the Education Data Warehouse (EDW) application.

NCLB sets requirements and deadlines for States to expand the scope and frequency of student testing, revamp accountability systems and guarantee that every classroom is staffed by a Highly Qualified Teacher in the subject matter.

NCLB requirements also include providing information regarding demonstrable progress from year to year (Adequate Yearly Progress) in raising the percentage of students proficient in reading and mathematics, and capturing data that measures the test-score gap between advantaged and disadvantaged students.

Websites Database Background

The database behind both websites is a 4 GB MS SQL 2005 database consisting of over 60 tables.

2.2.2 CURRENT SYSTEM DESCRIPTION

Data Reported on the School Improvement Website

The MDK12 website guides educators through a process of analyzing and using data to improve student achievement. MDK12 disseminates large amounts of data in a readily accessible format as well as provides guidance on data analysis, school improvement process, best practices and benchmarking for the K-12 communities. The School Improvement website showcases the State's reform efforts and excellent partnership between the Maryland business community and the education community in their joint efforts to improve schools and ensure that Maryland high school graduates are prepared to contribute and compete in the global economy.

Resources included on MDK12 include the following:

- Graphed assessment data at the state, school system, and school levels including; breakdowns according to subgroups – race/ethnicity, poverty, special needs, etc.;
- A guided process on how to analyze data;
- Public release tests for the elementary, middle, and high school assessments;
- Student work that illustrates how responses on the state assessments are scored;
- A guided school improvement process;
- Academic content standards;
- Monitoring plan templates; and
- Online course on using data to improve student achievement.

The MDK12 website is an invaluable tool for all stakeholders of the Maryland public education school system. Because of federal guidelines under NCLB and the resulting changes to Maryland's School Performance Student Achievement assessment programs and data, MDK12 requires continual maintenance and support to ensure its accuracy and timeliness.

Student Performance Data Reported on the Report Card Website

The Maryland Report Card is a collection of data compiled on an annual basis to provide information on school performance to all education stakeholders; provide information to support school improvement efforts; provide accountability at the State, school system and school level for reporting educational progress.

The Report Card website and database includes, but is not limited to, the following

- Maryland School Assessment
- High School Assessments
- Alternate Maryland School Assessment
- Attendance
- Graduation Rate

- Dropout Rate
- Student Mobility
- Students receiving Special Services
- Regular and Special Education students
- Gifted and talented students
- Data from comprehensive tests of basic skills (CTBS5)
- Data on race /ethnicity, gender
- Enrollment
- Discipline data
- Staff (instructional, professional and staff)
- Wealth, expenditures
- Teacher State Certification
- Percentage of Classes Not Taught by Highly Qualified Teachers
- First Graders with Kindergarten Experience
- High school completion data
- Grade 12 Documented Decision data
- Maryland School Performance Report which provides a snapshot of the data for each school, school system, and corresponding state summaries.

Maryland School Assessment

The Maryland School Assessment (MSA) measures students' achievement in K-8 reading and math and grade 10 reading. The MSA data reported on the website replaces the information previously reported as the Maryland School Performance Assessment Program (MSPAP). The MSA information will be reported for grades 3 through 8 in reading and mathematics.

The Maryland School Assessment is reported with three statewide performance standards. These standards are divided into three levels of achievement. These levels are Basic, Proficient, and Advanced.

In order to meet the NCLB requirements contained in No Child Left Behind, the State must offer a reading and mathematics assessment for high schools. High school students who complete the algebra and English course will take the High School Assessment in algebra and English. The algebra and English test will fulfill the federal requirements for a reading and mathematics test at the high school level.

The statewide performance standards reflecting three levels of achievement; Basic, Proficient, and Advanced are also reported for algebra and English.

High School Assessment

The High School Assessments are end-of-course tests that students take as they complete the appropriate high school level course. All students, including middle school students taking any one of five high school level courses, must take the High School Assessment after they complete the appropriate course. The courses include English I, government, algebra/data analysis, biology, and geometry.

Data will be reported this year for schools, school systems, and the State as the percent passing.

Alternate Maryland School Assessment (ALT-MSA)

The Alternate Maryland School Assessment (ALT-MSA) is the Maryland assessment in which students with disabilities, having an Individual Education Plan (IEP), participate. Through the IEP process it has been determined these students cannot participate in the MSA even with accommodations. The ALT-MSA assesses and reports student mastery of individually selected indicators and objectives from the reading and mathematics content standards or appropriate access skills. A portfolio is constructed of evidence that documents individual student mastery of the assessed reading and mathematics objectives. Eligible students participate in the ALT-MSA in Grades 3–8, and 10.

The statewide performance standards reflecting three levels of achievement; Basic, Proficient, and Advanced are also reported for the ALT-MSA.

Modified MSA (MOD-MSA)

The MOD-MSAs are alternate assessments in reading and mathematics based on grade-level content standards and modified academic achievement standards designed for students receiving special education services who meet specific participation requirements. A student who is eligible for the MOD-MSA will be identified based on his/her individual evaluation information and instructional and service information on his/her IEP.

The statewide performance standards reflecting three levels of achievement; Basic, Proficient, and Advanced are also reported for the MOD-MSA.

2.2.3 CURRENT SYSTEM HARDWARE AND SOFTWARE

MD Report Card and MDK12 Hardware, Software, and Environments

1. OVERVIEW

MSDE's OIT maintains 3 computers (DAASITEDEV, DAASITETEST, DAASQLDEV) hosting a number of domains that support development of the websites. In addition, MSDE supports the mail server and all backup servers.

2. HARDWARE

Production Hardware:

The primary Report Card website is hosted at MSDE.

The front-end consists of two load-balanced Dell PowerEdge 1750's with:

- 2 GB RAM
- 2 mirrored 140 GB hard drives

The backend database servers are 2 clustered Dell PowerEdge 6650s with:

- Quad-processor
- 2 GB RAM
- 55 GB hard drive (RAID 5)

In addition to the primary website servers, MSDE has a “warm” Business Continuity site located in Northeast Baltimore City at the Maryland State Library for the Blind and Physically Handicapped (LBPH). This site consists of a single Dell PowerEdge 1950 for the frontend/backend with:

- 256 MB RAM
- 9 GB hard drive

The MDK12 website is hosted at MSDE and consists of two load balanced Dell PowerEdge 1950s with:

- 2 GB RAM
- 160 GB hard drives

3. ENVIRONMENTS

1. Work

The domain called “Work” is the coding and development environment. It lives on DAASITEDEV. It is only accessible using MSDE's VPN connection. Each developer is assigned a unique port to work on in the server. The port is mapped to each developer's Subversion working copy which is password protected.

2. Review

The domain called “Review” presents work for initial review to MSDE and people not on the MSDE VPN. It lives on DAASITETEST. It is accessible outside of MSDE's network. It is password protected.

3. Stage

The domain called “Stage” is where files are placed for final testing and review prior to being moved to the publically accessible domains. It lives on DAASITETEST. It is accessible outside of MSDE's network. It is password protected.

4. Production

The domain(s) called “Production” consist of publically accessible domains that host the 2 sites and the Maryland Report Card print reports which are password protected and resides at MSDE inside the MSDE network..

5. Documents

The domain called “Documents” presents documentation to MSDE and people not on the MSDE VPN. It lives on DAASITETEST. It is accessible outside of MSDE's network. It is password protected.

6. Document Development Environment

The subdomain called “Document Development” is the documentation development environment. It lives on DAASITEDEV. It is only accessible using MSDE's VPN connection.

7. DAASQLDEV

This box contains an SQL server, and is only accessible using MSDE's VPN connection. It houses both the development databases and the staging databases. Development databases are used for the work and review server. DAASQLDEV has two SQL 2005 server instances.

8. DAASQLDEV\SQL2005DEV

This is a development environment used for development work and review of the work.

9. DAASQLDEV\SQL2005TEST

This environment is used to stage a release for a final MSDE review before moving into production.

4. Subversion Environment

1. Software

- VisualSVN server 2.1.9: hold repositories
- TortoiseSVN Client 1.6.16: file system client
- Ahnk plug-in for Visual Studio 2.0.7830: IDE client

2. List of Repositories

All repositories are on the Repository Server. Below are the location of these files on the server.

- DocumentationSite
- mdk12aspdotnet20
- mdreportcardaspdotnet20
- RCDM_2010_DBProj
- RCDM_Admin_2010_DBProj

3. Working Folders

Each developer has a unique folder under C:\websites\users and working subfolders for each website (MDK12 and md reportcard). These working folders can be browsed by unique ports numbers appended to work.mdk12.org and work.mreportcard.org. Each developer has a unique port number.

Access to the development and test environments is via MSDE Virtual Private Network (VPN). The TO Contractor will be provided with the necessary access to these environments. This contains a SQL server. It houses both the development databases and the staging databases. Development databases are used for the work and review server. DAASQLDEV has two SQL 2005 server instances.

Access to the MDK12 and Report Card websites is via the Internet using commonly-used web browsers. (e.g. Internet Explorer and Netscape Navigator, Firefox, Opera and Safari). Older browsers are supported, but not guaranteed prior to IE version 5.5 and Netscape version 6 and other browsers using the Mozilla 1.0 and Gecko engines. Cookies are allowed but not required. Some rich-media tutorials use embedded Realplayer and Macromedia Flash plug-ins. Adobe Reader is needed to open some document downloads. Microsoft Excel or other compatible program is required for the spreadsheet downloads. Where used, JavaScript is specifically not required for essential functionality.

5. SOFTWARE

1. Windows 2003 Server
2. SQL Server 2005
3. Visual Studio 2008
4. Adobe DreamWeaver CS4

5. Subversion Tortoise 1.6.16 plug-in
6. Subversion 1.5
7. Subversion Ahnk 2.0.7830 for VS 2005 plug-in
8. Graphics Server .NET 4.0
9. MICROSOFT .NET Framework 2.0
10. Sandcastle 2.4.10520
11. Sandcastle Help File Builder 1.8.0.3
12. Prince 7.0
13. ActiveState Per 5.10
14. Redgate SQL Toolbelt 2010 developer tools.

2.3 ROLES AND RESPONSIBILITIES

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

Project Manager

- Prepare a project plan that documents the project scope, tasks, schedule, allocated resources and interrelationships with other projects. The project plan must include an incremental approach that allows MSDE to review progress of mock-ups for website deliverables by task and defined requirements prior to the entire project being completed.
- Perform day-to-day management of the project, identifies issues and risks and recommends possible issue and risk mitigation strategies associated with the project.
- Act as a facilitator between MSDE and IT contractor.
- Ensure that work performed under TOs is within scope, consistent with requirements, and delivered on time and on budget.
- Identify critical paths, tasks, dates, testing, and acceptance criteria.
- Provide solutions to improve efficiency (e.g., reduce costs while maintaining or improving performance levels). Monitors issues and provides resolutions for up-to-date status reports.
- Identify and assigns TO Contractor resources needed to complete tasks and ensures that the appropriate personnel have the skills required to complete the tasks on time and within budget.
- Demonstrate excellent writing and oral communications skills.
- Comply with Maryland SDLC

Subject Matter Expert

- Define the problems, analyze and develop plans and requirements in the subject matter area for moderately complex-to-complex systems.
- Coordinate and manage the preparation of analysis, evaluations, and recommendations for proper implementation of programs and systems specifications including, but not limited to: information technology and education.

Quality Assurance Specialist

- Must be able to determine the resources required for quality control. Must be able to maintain the level of quality throughout the software life cycle.
- Develop software quality assurance plans.
- Maintain and establish a process for evaluating software and associated documentation.
- Participate in formal and informal reviews at predetermined points throughout the development life cycle to determine quality.

- Examine and evaluate the software quality assurance (SQA) process and recommends enhancements and modifications.
- Develop quality standards.

Testing Specialist

- Design and execute IT software tests and evaluating results to ensure compliance with applicable regulations.
- Prepare test scripts and all required test documentation.
- Design and prepare all needed test data.
- Analyze internal security within systems.
- Review test results and evaluates for conformance to design.

Senior Interdisciplinary Engineer

- Demonstrate ability to perform senior level engineering and/or IT tasks in the disparate areas of software, electronics telecommunications, or networking.
- Translate mission requirements and information problems into solutions employing current state-of-the-art information system equipment and software.
- Define interaction with and/or interface between these different categories of requirements and to develop the appropriate design to support these requirements while employing methodologies from any of the above disciplines as required.
- Serve as a liaison to interpret and translate among the various disciplines represented on the task team, and serve as a point of contact for evaluation of problems arising from the interdisciplinary nature of the task.

Interdisciplinary Engineer

- Translate mission requirements and information problems into solutions employing current state-of-the-art information system equipment and software.
- Define interaction and interface among different categories of requirements, and develop appropriate design to support the requirements while employing IT methodologies.
- Serve as a liaison to interpret and translate various disciplines represented on the task team, and serve as a point of contact for evaluation of problems arising from the interdisciplinary nature of the task.

Senior Information Technology Architect

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

Internet/Intranet Site Developer Senior

- Translate applications requirements into the design of complex websites, including integrating web pages and applications.
- Apply new and emerging technologies to the site development process.

Internet/Intranet Site Developer Junior

- Translate applications requirements into the design of complex websites, including integrating web pages and applications.
- Apply new and emerging technologies to the development process.

Internet/Web Architect

- Responsible for analyzing assigned specifications, planning, designing and developing solutions, utilizing appropriate Internet/Intranet/Extranet architecture processes supporting a wide range of business process.
- Provides appropriate documentation for object design decisions, estimating assumptions, applets and performance metrics – as required by organization architecture process standards, or as assigned.
- Responsible for minimizing the issues between the client and the server applications and for the overall setup and design of the Internet and web server architecture. Impact and complexity of this job increases if organization is utilizing Internet solutions (vs. only Intranet), especially those with significant business impact (e.g., e-business).

Computer Graphics Illustrator

- Recommend various methods of portraying ideas and the design, layout, and generation of a variety of graphical presentation products from rough drafts or outlines.
- Possess skill in the preparation of graphs, charts and text data for visual presentations. Duties will be performed using complex automated color graphic equipment and PC software packages. A basic knowledge of graphic equipment, graphic software, file formats and graphic terms is required.

2.4 TO CONTRACTOR DUTIES AND RESPONSIBILITIES

2.4.1 General Responsibilities for both website

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

- 2.4.1.1** The TO Contractor shall ensure the website systems hosted at MSDE remain compatible with the current and future MSDE operating system(s).
- 2.4.1.2** The TO Contractor shall provide support for day-to-day operational activities with respect to the website(s).
- 2.4.1.3** With respect to updated functionalities within the website(s) the TO Contractor shall:
 - a. Design and develop strategies for website(s) to perform updated functionalities.
 - b. Design and develop changes to the website(s) database to accommodate updated functionalities.
 - c. Document proposed database changes for review by MSDE.
- 2.4.1.4** As a result of ongoing maintenance as required to correct malfunctions, defects, or operational problems; as required as a matter of federal law, state law or policy, or regulations in connection with MSDE's business, and as specified by MSDE.
 - a. The TO Contractor shall provide technical support, including but not limited to, consulting, hardware, network, and contractor provided third party software related services.
- 2.4.1.5** The TO Contractor shall provide unlimited e-mail consultation or telephone consultation, via a toll-free hot line between the hours of 8:00 a.m. and 5:00 p.m. Eastern Time, Monday through Friday, except the State of Maryland holidays. By prior arrangement, the TO

Contractor shall have technical help available by telephone during non-business hours, including evenings, weekends, and holidays.

2.4.1.6 The TO Contractor shall be responsible for resolving problems, formally documented and reported by MSDE, in performance, malfunction, or deviation from the approved technical specifications of the system, including any compatibility problems with third party software, or operating system software. Proposed corrective action by the TO Contractor shall be reviewed and approved by MSDE before the TO Contractor proceeds with implementation of the corrective action.

- b. MSDE shall notify the TO Contractor by telephone, e-mail, or in writing, and the TO Contractor shall respond within twenty-four hours with a corrective action plan and resolve such problems within two business days of a notification to proceed from MSDE.
- c. If after consultation with the TO Contractor, the MSDE Project Manager determines that the magnitude of the problem cannot be resolved within two business days, the parties shall agree on a plan for resolution.
- d. If after consultation with the TO Contractor the MSDE Project Manager determines that corrections to the problem cannot be completed within thirty days, the TO Contractor shall notify MSDE in writing and the parties shall agree on a target date for completion of the corrections. This agreement shall be confirmed in writing by MSDE.
- e. The TO Contractor shall facilitate problem determination and correction by communication methods as approved by MSDE.

2.4.1.7 The TO Contractor shall assist in the analysis of compatibility problems with third party software, or operating system software to determine cause.

2.4.1.8 The TO Contractor shall provide Technical “Knowledge Transfer” sessions to appropriate MSDE staff. These sessions shall include:

- a. Formal technical documentation detailing the installation of the website on MSDE-housed servers.
- b. Detailed written instructions relative to the processing of scripts to modify the backend database as may be necessary.
- c. Training sessions conducted in person or via telephone with remote connection to the website(s).

2.4.1.9 The TO Contractor shall design and develop the Maryland Report Card paper publication and produce a final product in a print-ready format for a print vendor and available for printing directly from the MD Report Card website.

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

- a. Meet with MSDE personnel to review existing documents and systems to discover the functional, technical, and data requirements.
- b. Identify and document all NCLB functional and user requirements for the website(s). The requirements shall include security needs.
- c. Analyze processes and complete a Business Process Reengineering effort that identifies opportunities for improvement in preparation for an improved design to be incorporated within the Comprehensive website(s) Design.
- d. Meet with MSDE technical staff to identify existing documentation and system configurations and any necessary interfaces.
- e. Review and analyze information provided to identify and validate functional and technical requirements of the website(s).
- f. Interview Division of Accountability and Assessment (DAA) staff to identify website(s) functional, technical, and data requirements.
- g. Meet with DAA technical staff to review preliminary functional, technical, and data requirements.

- h. Define and document all validated requirements.
- i. Identify data sources and uses.
- j. Meet with the Office of Academic Policy to review and identify the functional, technical, design, and language requirements for the printed Maryland Report Card publication.

2.4.2 School Improvement website

The work to be accomplished on the School Improvement website and database under this TO consists of the following tasks:

- 2.4.2.1** The TO Contractor shall provide comprehensive maintenance and support services to the MDK12 website and database
- 2.4.2.2** The TO Contractor shall update the MDK12 website and links as necessary to reflect changes in State Educational Assessment programs and NCLB reporting requirements;
- 2.4.2.3** The TO Contractor shall maintain, support, modify, enhance and update all components of the MDK12 website. These components include:
 - 2.4.2.3.1** Data Sets
 - i. ReportCard DataMart (RCDM)
The RCDM is used in mdreportcard.org, mdk12.org/data, and the Print Report Card. The database has existed in some version since the mid 1990s. The current version is RCDM_2010.
 - ii. Maryland Standards
The Maryland Standards consist of three data sets. 1) State Curriculum 2) High School State Curriculum 3) Core Learning Goals. Standards as a group are referred to as the content standards.
 - 2.4.2.3.2** Detailed database documentation
 - i. State Curriculum (MS SQL Server)
 - ii. High School State Curriculum (XML)
 - iii. Core Learning Goals (MS SQL Server)
 - iv. Data Transformation Process
Custom scripts exist allowing both the State Curriculum and Core Learning Goals databases to be exported to XML, and imported from XML. This is part of the documentation that needs to be supported.
 - 2.4.2.3.3** Support databases
 - i. Custom 404 (MS SQL Server)
 - ii. Feedback (MS SQL Server)
 - 2.4.2.3.4** Presentation Logic
 - iii. CSS
 - iv. Style Guide
 - v. JavaScript
 - vi. Code Documentation
 - vii. Presentation Logic Help system
- 2.4.2.4** The TO Contractor shall maintain and support audio, video, and animation to online course;
- 2.4.2.5** The TO Contractor shall maintain and support section on examining student work with additional annotated student work and a discussion of instructional implications;
- 2.4.2.6** The TO Contractor shall integrate and revise content standards database into a designed set of instructional resources that include paths to:
 - How does this indicator look at different grades?
 - How is it taught and assessed?
 - How is it measured on the state assessments?
 - How does it relate to the workplace?

- 2.4.2.7 The TO Contractor shall implement website content edits according to agreed upon timelines;
- 2.4.2.8 The TO Contractor shall participate in weekly meetings with MDK12 Project Manager;
- 2.4.2.9 The TO Contractor shall maintain and support graphic arts needs for the website;
- 2.4.2.10 The TO Contractor shall perform quality assurance testing of changes to MDK12 website and database, document test procedures and test results. Provide test results to the MSDE PM;
- 2.4.2.11 The TO Contractor shall support creation and maintenance of additional database, table and graph requirements for the website;
- 2.4.2.12 The TO Contractor shall maintain and support online data courses including animation and templates;
- 2.4.2.13 The TO Contractor shall provide programming services in a .Net environment for the maintenance and support of the website;
- 2.4.2.14 The TO Contractor shall provide support for Graphics Server 6.0 and Microsoft SQL 2005 to create approximately 50,000 potential dynamic graphic for individual schools, Local School Systems (LSS), clusters and the State of Maryland.
- 2.4.2.15 The TO Contractor shall provide user training documentation and knowledge transfer for up to 10 MSDE staff.
- 2.4.2.16 The TO Contractor shall create and maintain Technical Documentation on the website and database. This documentation shall include, but is not limited to:
 - Specifications of all computer hardware and software included in the site;
 - A listing of all programs and scripts that comprise the website that describes:
 - Program/Script Name
 - Brief description of the purpose of the Program/Script
 - How often the Program/Script is processed
- 2.4.2.17 The TO Contractor shall support three (3) development servers:
 - One for database development (The development servers contain over 100 Gigabytes of raw assets including audio, word processor , Photoshop layered graphics and other multi-media. Paper assets fill two-four drawer file cabinets);
 - One for database maintenance and support;
 - One for staging files for testing and launch to the production site.

2.4.3 Report Card website

The work to be accomplished on the Report Card website and database under this TO consists of the following tasks:

- 2.4.3.1 The TO Contractor shall provide comprehensive maintenance and support services to the Report Card website and database.
- 2.4.3.2 The TO Contractor shall update the Report Card website and links as necessary to reflect changes in State Educational Assessment programs and NCLB reporting requirements.
- 2.4.3.3 The TO Contractor shall maintain, support, modify, enhance and update all components of the Report Card website. These components include:
 - 2.4.3.3.1 Data Sets
 - 2.4.3.3.2 Report Card Data Mart (RCDM)
 - 2.4.3.3.3 Support databases

These consist of small databases that provide specific functional elements of the website. They do not contain RCDM data. Currently these include the Limited Access and Feedback databases. The Limited Access database supports early access to RCDM for certain officials. Each year MSDE creates a special temporary version of the mdreportcard.org website that allows educators and

administrators early access, via password-protection, to their LEA data only. Details include limited access to site content, State data and LEA data.

2.4.3.3.3.1 Adequate Yearly Progress (AYP)

AYP at the State level is available on the mdreportcard.org site at <http://mdreportcard.org/ImprovementIntroEMH.aspx?AypPV=41|0|99|AAA|1|000000>. The color-coded, matrix-like display is delineated by school type (Elementary, Middle, and High) and reports data by Ethnicity followed by Special Needs. A trends link permits viewing over the last three years. The user can also zoom in on a particular AYP metric (Reading proficiency, Reading participation rate, Mathematics proficiency, Mathematics participation rate, and Attendance, though Ethnicity/Special Needs reporting is not broken down for the latter metric).

Once 'zoomed in' to a particular AYP metric, the user can again expose Trends data as well as data for individual assessments; in all, more than 2000 data points are disclosed by the main AYP page and AYP metrics pages.

2.4.3.3.3.2 Assessments

Assessments at the State level are available on the mdreportcard.org site at <http://mdreportcard.org/Assessments.aspx?K=99AAAA&WDATA=state>. Several assessments are shown:

2.4.3.3.3.3 High School Assessments (HSA)

This horizontal bar graph and data table shows the number of students by grade (10/11/12) and Ethnicity/Special Needs subgroup that have taken all four HSA tests, delineated by Pass, Bridge Program, and Waiver.

2.4.3.3.3.4 HSA Participation and Status

This vertical bar graph and data table shows the number of students by grade (10/11) and Ethnicity/Special Needs subgroup that have had the opportunity to take the HSA exams. The report is divided into percentages for number of students who have taken all 4 tests and met the requirements, percentage that have taken all 4 tests and not met the requirement, and percentage who have not taken all 4 tests.

2.4.3.3.3.5 HSA Test Performance Status

This vertical bar graph and data table shows the number of students by grade (10/11/12) and Ethnicity/Special Needs subgroup that have passed a specific exam as part of the HSA requirements. Four similar reports exist for each of the subject areas: Algebra/Data Analysis, Biology, English, and Government.

2.4.3.3.3.6 HSA Test Participation and Status

This vertical bar graph and data table shows the number of students by grade (10/11) and Ethnicity/Special Needs subgroup who have taken and passed a specific exam as part of the HSA requirements, taken the exam but not passed, and not taken the exam. Four similar reports exist for each of the subject areas: Algebra/Data Analysis, Biology, English, and Government.

2.4.3.3.3.7 Maryland School Assessment

2.4.3.3.3.7.1 MSA Snapshot

This vertical bar graph and associated data table(s) shows the

percentage of students in a single grade and for a single subject at the Advanced, Proficient, and Basic levels of proficiency in the current year and several past years. The 'Show Details' view shows actual numbers of students. The grade and subject is selectable and includes Grades 3 through 8 for Reading and Mathematics and Grades 5 and 8 for Science.

2.4.3.3.3.7.2 Mod MSA Snapshot

This vertical bar graph could be redone in HTML similar to the HSA Test Participation and Status graph.

This vertical bar graph and data table(s) is similar to the MSA Snapshot described above except that it shows MOD-MSA proficiency percentages and numbers, and data is only shown for the most recent year. Grades 6 through 8 and subjects Reading and Mathematics are selectable.

2.4.3.3.3.7.3 ALT-MSA Snapshot

This vertical bar graph and data table(s) is similar to the MSA Snapshot described above but is for ALT-MSA.

2.4.3.3.3.7.4 National Assessment of Educational Progress (NAEP)

This is a data table, broken out by ethnicity and special needs. Grades 4 and 8 and subjects Reading and Mathematics are selectable. Trends data is available for the All Students view.

2.4.3.3.3.7.5 Graduation

Graduation at the State level is available on the mdreportcard.org site at

<http://mdreportcard.org/Graduation.aspx?WDATA=State&K=99AA>. Several data sets are shown. All of these are data tables and most have stacked bar graphs showing results broken out by ethnicity and special needs.

2.4.3.3.3.7.6 Adjusted Cohort Graduation Rate

2.4.3.3.3.7.6.1 4 Year Adjusted Cohort

Stacked bar graph that tracks the students from grade 9 through 12 for each class and gives a total grad rate based on the diplomas earned over time over the adjusted student cohort. Detailed data table shows how the adjusted cohort is calculated over time with numbers for transfers in, out, deaths etc.

2.4.3.3.3.7.6.2 5 Year Adjusted Cohort

Same as the 4 year but tracks them a year past their expected graduation

2.4.3.3.3.7.6.3 3 Year Adjusted Cohort

Tracks the students for the first three years to see the rate of early graduates

2.4.3.3.3.7.6.4 Leaver rate

This is a line graph trend and datatable which shows the percentage and number of 12th graders who graduated in a given year. The denominator is only the current 12th graders.

2.4.3.3.3.7.6.5 Dropout Rate

A line graph and datatable that shows the percentage and number of students who dropped out in grades 9-12 for current academic year (aka dropout events).

2.4.3.3.3.7.6.6 Promotion Rate

A line graph and area chart combined and a datatable which shows the percentage and counts of students who moved to the next grade level for grades 9, 10, 11 and 12.

2.4.3.3.3.7.6.7 Grade 12 Documented Decisions

Datatable of a self-reported survey of what students plan to do after graduation.

2.4.3.3.3.7.6.8 High School Program Completion

Datatable that shows the percentage of students completing a rigorous course of study reported in various categories.

2.4.3.3.3.7.6.9 Demographics

2.4.3.3.3.7.6.9.1 Enrollment

A line graph of September student counts over time and a table of counts by grade bands. Also reported by race and gender.

2.4.3.3.3.7.6.9.2 Attendance Rate

Elementary, middle and high school - a line trend graph of attendance rate percent and matching datatable of numbers and percents. Reported by race/gender and special services as well.

2.4.3.3.3.7.6.9.3 Student Mobility

Elementary, middle and high school - a line trend graph of student mobility percentage, entrant percentage and withdrawal percentage and matching datatable with counts and percentages. Reported by race/gender and special services as well.

2.4.3.3.3.7.6.9.4 Teacher Qualifications

A trend line graph showing percentages of teachers with specific certificates as well as a trend line graph showing the percent of Classes not Taught by Highly Qualified Teachers. Datatables for both showing percent and counts.

2.4.3.3.3.7.6.9.5 Students receiving special services

Elementary, middle and high school – a line graph showing percentage of students who are receiving one of the special services and a datatable of percents and numbers.

2.4.3.3.3.7.6.9.6 Wealth Expenditures Staffing and Length of Day

A datatable with average wealth per pupil and expenditures per pupil, student to pupil ratios, length of school days and length of school year information.

- 2.4.3.3.4 County data
 - 2.4.3.3.4.1 AYP
 - 2.4.3.3.4.2 Assessments
 - 2.4.3.3.4.3 Graduation
 - 2.4.3.3.4.4 Demographics
- 2.4.3.3.5 School data
 - 2.4.3.3.5.1 AYP
 - 2.4.3.3.5.2 Assessments
 - 2.4.3.3.5.3 Graduation
 - 2.4.3.3.5.4 Demographics
- 2.4.3.3.6 Introduction
- 2.4.3.3.7 Schools In Improvement
- 2.4.3.3.8 Systems In Improvement
- 2.4.3.3.9 Data Downloads
- 2.4.3.3.10 Race Ethnicity Abbreviations inventory
- 2.4.3.4 The TO Contractor shall implement website content edits according to agreed upon timelines.
- 2.4.3.5 The TO Contractor shall participate in periodic status meetings with Report Card Project Director and/or the MSDE Project Manager.
- 2.4.3.6 The TO Contractor shall maintain and support graphics arts needs for the Website.
- 2.4.3.7 The TO Contractor shall perform quality assurance testing of changes to the Report Card website and database.
- 2.4.3.8 The TO Contractor shall support creation and maintenance of additional database, table and graph requirements for the Report Card website.
- 2.4.3.9 The TO Contractor shall perform proofing of any documents requiring changes to the website and corresponding reports.
- 2.4.3.10 The TO Contractor shall maintain and support the current release of the website hosting 5-6 million hits per month.
- 2.4.3.11 The TO Contractor shall maintain and support import functionality to coordinate with Oracle/Informatica database transformation routines.
- 2.4.3.12 The TO Contractor shall maintain a Visual Basic.NET application that creates 4 PDF files for every school and system as well as the State for the Maryland School Report Card.
- 2.4.3.13 The TO Contractor shall provide the technical and graphic capabilities to create other data versions of the performance data, such as the annual Maryland School Performance Report for submission for publication.
- 2.4.3.14 The TO Contractor shall create and maintain Technical Documentation on the website and database. This documentation shall include, but is not limited to:
 - a. Specifications of all computer hardware and software included in the site;
 - b. A log of all database configuration changes;
 - c. A listing of all programs and scripts that comprise the website that describes:
 - Program/Script Name
 - Brief description of the purpose of the Program/Script
 - How often the Program/Script is processed

2.4.3.15 The TO Contractor shall perform performance testing by utilizing a web stress tool to realistically simulate multiple browsers requesting pages from a website. This tool should be able to gather performance and stability information about our web application. The goal is to create an environment that is as close to production as possible so that you can find and eliminate problems in the web application prior to deployment.

2.4.3.16 The TO Contractor shall provide User Training documentation and Technical Knowledge Transfer for up to 10 MSDE staff.

2.4.4 Support Services for websites

2.4.4.1 The TO Contractor shall provide unlimited e-mail consultation or telephone consultation, via a toll-free hot line between the hours of 8:00 a.m. and 5:00 p.m. Eastern Time, Monday through Friday, except the State of Maryland holidays. By prior arrangement, the TO Contractor shall have technical help available by telephone during non-business hours, including evenings, weekends, and holidays.

2.4.4.2 Problem Resolution

2.4.4.2.1 The TO Contractor shall be responsible for resolving problems, formally documented and reported by MSDE, in performance, malfunction, or deviation from the approved technical specifications of the system, including any compatibility problems with third party software, or operating system software. Proposed corrective action by the TO Contractor shall be reviewed and approved by MSDE before the TO Contractor proceeds with implementation of the corrective action.

- a. MSDE shall notify the TO Contractor by telephone, e-mail, or in writing, and the TO Contractor shall respond within 15 minutes to discuss problem with the MSDE PM.
- b. If after consultation with the TO Contractor, the MSDE Project Manager determines that the magnitude of the problem cannot be resolved quickly, the parties shall agree on a plan for resolution.

2.4.4.2.2 The TO Contractor shall facilitate problem determination and correction by communication methods as approved by MSDE.

2.4.5 SERVICE LEVEL AGREEMENT

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

| Service Levels | Phone Response | On-Site Response | Response Availability | Comments |
|----------------|----------------|-----------------------|--|----------|
| Urgent | 15 minutes | 2 hours if necessary. | 5 days/week, Mon-Fri, 8AM-5PM. Weekend and holiday support provided when necessary. MSDE will make prior arrangements with vendor. | |
| High | 1 hour | 4 hours if necessary. | 5 days/week, Mon-Fri, 8AM-5PM. Weekend support | |

| | | | | |
|--------|--------|------------|--|---|
| | | | provided when necessary. MSDE will make prior arrangement with vendor. | |
| Normal | 1 hour | 1 work day | 5 days/week, Mon-Fri, 8AM-5PM | On-site response to calls after 1PM may be by 9AM the next morning. |

2.4.6 BACKUP / DISASTER RECOVERY

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

2.4.7 HARDWARE, SOFTWARE, AND MATERIALS

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

2.5 DELIVERABLES

2.5.1 DELIVERABLE SUBMISSION PROCESS

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with Microsoft Office 2000, Microsoft Project 2000 and/or Visio 2000.

Drafts of all final deliverables are required at least two weeks in advance of when all final deliverables are due. Written deliverables defined as draft documents must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but must:

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

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

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

Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.6 Invoicing).

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

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

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

2.5.2 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

There are four major website releases annually are determined by the MSDE Superintendent’s Office. The TO Contractor will be given sufficient notice to plan, schedule and implement these deliverables. These dates vary slightly from year-to-year depending on when MSDE receives all assessment data. A penalty of up to 5% of the monthly invoice may be assessed if it is concluded that these dates are not met due to the TO Contractor failing to meet its responsibility. Other task due dates may be mutually agreed upon between MSDE and the TO Contractor. All work will be jointly planned and scheduled between MSDE, the MSDE-PM and the TO Contractor based on MSDE’s requirements. The MSDE-PM will monitor the activities to ensure schedules are met. The expectation is that these tasks will be managed to plan with weekly interim status updates from planning through implementation. Requirements for completeness and quality involve the successful implementation into the production environment and operating to MSDE’s satisfaction based on the defined requirements.

| <i>Deliverable ID.</i> | <i>Task Reference</i> | <i>Deliverables</i> | <i>Reference Section</i> | <i>Frequency</i> |
|------------------------|---|---|--------------------------|------------------------------|
| 2.5.2.1 | Design and develop strategies for website(s) | Design document | 2.4.1.3 | <i>As-needed</i> |
| 2.5.2.2 | Design and develop the Maryland Report Card paper publication | Paper Publication | 2.4.1.9 | <i>Annual</i> |
| 2.5.2.3 | Provide detailed database documentation | Weekly Status Report Section with Bug information | 2.4.2.3.2 | <i>Per each release</i> |
| 2.5.2.4 | Perform quality assurance testing of changes to MDK12 website | Test Cases and Test Results | 2.4.2.10 | <i>Prior to each release</i> |

2.5.3 Delivery Process for Website files

Deliveries must be packaged in archives to MSDE. Databases are usually rar files, while web content is in zipped archives. Archives are maintained under a top level folder for each delivery area (MDK12, md reportcard) with subfolders identifying the year and month in yyyy-mm format. Each month folder may contain one or more deliveries.

Deliveries are done on a schedule of one delivery per week with provision for high priority content.

The TO Contractor must moves the subversion production branch to the staging site, then moves the database of that release to the staging server, and then verify that it's all working properly and takes the same content and same database files used to update stage and place them in the delivery directories. The TO Contractor then notifies the MSDE project manager who notifies OIT (Office of Information Technology) that the updates are approved and should be placed on the live server(s).

Print Reports are a separate delivery due to their large disk size (several gigabytes).

This table provides cycles of content releases which the TO Contractor must support.

| Data Collection | Content | Estimated Annual Release | Website |
|---|--|---------------------------------|----------------|
| Maryland School Assessment | | | |
| | MSA Elementary & Middle Schools | July | MDRC/MDK12 |
| | MSA Science grades 5,8 | August | MDRC/MDK12 |
| | Algebra MSA by proficiency Levels | October | MDRC |
| | Biology MSA by Proficiency Levels | October | MDRC |
| | English MSA by Proficiency Levels | October | MDRC |
| Alt-MSA | | | |
| | Alt-MSA proficiency score data by grade (3,4,5,6,7,8,10) | July | MDRC/MDK12 |
| | Alt-MSA Science grades 5,8 and 10 | August | MDRC/MDK12 |
| Adequate Yearly Progress (AYP) | | | |
| | AYP for Elementary & Middle Schools | July | MDRC/MDK12 |
| | AYP for High Schools/Districts/State | September | MDRC/MDK12 |
| | Elem/Middle Schools Identified for Improvement | July | MDRC |
| | High Schools Identified for Improvement | October | MDRC |
| | Systems Identified for Improvement | October | MDRC |
| MOD-MSA | | | |
| | Mod-MSA proficiency score data by grade (3,4,5,6,7,8) | July | MDRC/MDK12 |
| High School Assessment Status | | | |
| | HSA Status data | October | MDRC/MDK12 |
| National Assessment of Educational Progress (NAEP) | | | |
| | NAEP data | October odd years | MDRC |
| GRADUATION | | | |
| | Graduation Leaver Rate | October | MDRC |
| | Cohort Graduation Summary and Details | October | MDRC |

| | | | |
|---------------------------------|--|-----------|------------|
| DROP OUT | | | |
| | Dropout rate | October | MDRC |
| | Cohort Dropout Summary and Details | October | MDRC |
| PROMOTION | | | |
| | Promotion | October | MDRC |
| DEMOGRAPHICS | | | |
| | School data set | July | MDRC/MDK12 |
| | School Begin/End Grades Data (final data) | October | MDRC/MDK12 |
| | Enrollment | July | MDRC |
| | Students receiving special services | July | MDRC/MDK12 |
| | Highly Qualified Teacher Data | August | MDRC |
| | High School Completion data | October | MDRC |
| | Grade 12 Documented Decisions Data | October | MDRC |
| | Wealth, Expenditures, Staffing, Length of Year | October | MDRC |
| ATTENDANCE/PARTICIPATION | | | |
| | Participation (Attendance) | July | MDRC |
| | Student Mobility | September | MDRC |
| | Absent fewer than 5 more than 20 | September | MDRC |
| COLLEGE READINESS | | | |
| | Advanced Placement | November | MDRC |
| | SAT | November | MDRC |
| | ACT | November | MDRC |
| | PSAT | November | MDRC |
| NCES | | | |
| | School directory file | July | MDRC |

2.6 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

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

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

2.7 CONTRACTOR PERSONNEL EXPERTISE REQUIRED

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

2.8 CONTRACTOR MINIMUM QUALIFICATIONS

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

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

Project Manager

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

General Experience: At least seven (7) years of experience in project management.

Specialized Experience: At least five (5) years of experience in managing IT related projects and provide experience on at least three successful projects that were delivered on time and on budget.

Subject Matter Expert

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

General Experience: Must have five (5) years of experience in the IT field.

Specialized Experience: At least five (5) years of combined new and related older technical experience in the IT field directly related to the required area of expertise.

Quality Assurance Specialist

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

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

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

Testing Specialist

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related

field. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have 4 years of experience in computer software development.

Specialized Experience: At least 2 years of software testing experience (integration and acceptance).

Senior Interdisciplinary Engineer

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

General Experience: Must have seven (7) years of experience in technical work in the major areas of system management and system integration.

Specialized Experience: At least five (5) years of experience in specialized IT and telecommunications disciplines involving system interfaces, system integration and network development, and/or integration involving a wide range of network, hardware, and software solutions. At least 3 years in operating systems software, electronic communications analysis and design, or networking.

Interdisciplinary Engineer

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

General Experience: Must have five (5) years of experience in technical work in the areas of system management and system integration.

Specialized Experience: At least three (3) years experience in IT disciplines involving operating systems software, electronics communications analysis and design, system interface, systems integration, and mechanical or civil engineering.

Senior Information Technology Architect

Education: Bachelor's Degree from an accredited college or university with a major in Engineering, Computer Science, Mathematics or a related field. Master's degree preferred.

General Experience: At least seven (7) years experience planning, designing, building, and implementing IT systems.

Specialized Experience: At least five (5) years of the required 7 years of experience must be in the direct supervision and management of major projects that involve providing professional support services and/or the integration, implementation and transition of large complex system and subsystem architectures. Must have led or been chief architect in major IT implementation efforts. Must demonstrate a broad understanding of client IT environmental issues and solutions and be a recognized expert within the IT industry. Must demonstrate advanced abilities to team and mentor and possess demonstrated excellence in written and verbal communication skills.

Internet/Intranet Site Developer Senior

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related

field. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

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

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

Internet/Intranet Site Developer Junior

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

General Experience: Must have one (1) year of web development experience using current Web development and graphic tools, as well as, Web server and database administration.

Specialized Experience: At least one (1) year of experience designing, developing and deploying Websites and/or Web applications, including product selection, configuration, installation, maintenance, and site policy development. Experience developing Web pages using HTML, scripting languages, platform specific web development languages and relational databases.

Internet/Web Architect

Education: Preference for a Bachelor's Degree in Computer Science, Information Systems, or other related field or equivalent work experience.

General Experience: At least five (5) years of IT work experience.

Specialized Experience: Has worked independently or as a part of a team under general supervision and coached more junior technical staff. Technical expert in IT organization. Provides input into highly complex and high impacting decisions as it relates to area of expertise.

Computer Graphics Illustrator

Education: High school diploma or equivalent. An additional year of specialized experience may be substituted for the required education.

Total Experience: Three years experience in creating and generating graphics using computer graphics software.

2.9 RETAINAGE

NA

2.10 INVOICING

Payment will only be made monthly. The TO Contractor must submit an invoice with the MSDE Contractor Work Logs. The MSDE Contractor Work Logs must be completed by any personnel performing tasks against this contract. The information required is date, start and end time, location worked, and description of activities. Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS II Master Contract. A proper invoice for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described above, and must be submitted to the TO Manager for payment approval.

The TO Contractor shall submit invoices for payment on or before the 15th day of the month.

2.10.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify MSDE as the TO Requesting Agency, task/tasks description, associated TOA number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor) submitted for payment to the MSDE at the following address:
Original and one copy to the:

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

And one copy to:
Janice Johnson, Branch Chief, Educational Accountability
Maryland State Department of Education
Division of Accountability and Assessment
200 West Baltimore Street, 1st Floor
Baltimore, MD 21201

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

2.11 MBE PARTICIPATION REPORTS

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS II Master Contract by the 15th day of each month. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to Allan Robinson, MBE Liaison on the 15th of each month. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to Allan Robinson, MBE Liaison @ MSDE. Will monitor both the TO Contractor’s efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Procurement Officer and TO Manager.

2.12 MITIGATION PROCEDURES

Should an evaluation of any TO Contractor’s personnel indicate poor or non-performance, the TO Manager will follow the established mitigation process, prior to requesting that the TO Contractors provide a replacement employee. The MSDE TO Manager will:

- A) Document and validate the problem.
- B) Allow the employee to take corrective measures, with scheduled re-evaluations to occur within 30 days.
- C) If problem still is not resolved apply 10% penalty. To be imposed at discretion of To Manager.

2.13 SUBSTITUTION OF PERSONNEL

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

SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

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

3.2 FORMAT

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

3.2.1 TECHNICAL PROPOSAL

A) Proposed Services

- 1) Executive Summary: A high level overview of the Master Contractor's understanding of the background, purpose, and objectives of the TORFP. The Executive Summary shall summarize the Master Contractor's capabilities and experience, and summarize the proposed methodology and solution for achieving the objectives of the TORFP.
- 2) Proposed Solution: A detailed narrative of the Master Contractor's proposed methodology and solution for completing the requirements and deliverables in Section 2 - Scope of Work. This section should include a comprehensive schedule of tasks and estimated times frames for completing all requirements and deliverables, including any tasks to be performed by State or third party personnel.
- 3) Draft Project or Work Schedule: A Gantt or similar chart containing tasks and estimated time frames for completing the requirements and deliverables in Section 2 - Scope of Work. The final schedule should come later as a deliverable under the TO after the TO Contractor has had opportunity to develop realistic estimates. The Project or Work Schedule may include tasks to be performed by the State or third parties as appropriate.
- 4) Draft Risk Assessment: Identification and prioritization of risks inherent in meeting the requirements in Section 2 - Scope of Work. Includes a description of strategies to mitigate risks. If the Risk Assessment appears as a deliverable in Section 2 – Scope of Work, that version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.
- 5) 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.
- 6) Proposed Tools: A description of any tools, for example hardware and/or software applications that will be used to facilitate the work.

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category. The resume should feature prominently the proposed personnel's skills and experience as they relate to the Master Contractor's proposed solution and Section 2 – Scope of Work.
- 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in accordance to Section 2.8.

- 3) Provide the names and titles of the Master Contractor's management staff who will supervise the personnel and quality of services rendered under this TOA.
 - 4) Complete and provide, at the interview, Attachment 5 – Labor Classification Personnel Resume Summary.
- C) MBE Participation
- 1) Submit completed MBE documents Attachment 2 - Forms D-1 and D-2.
- D) Subcontractors
- 1) Identify all proposed subcontractors, including MBEs, and their roles in the performance of Section 2 - Scope of Work.
- E) Master Contractor and Subcontractor Experience and Capabilities
- 2) Provide up to three examples of projects or contracts the Master Contractor has completed that were similar to Section 2 - Scope of Work. Each example must include contact information for the client organization complete with the following:
 - a) Name of organization.
 - b) Point of contact name, title, and telephone number
 - c) Services provided as they relate to Section 2 - Scope of Work.
 - d) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
 - 3) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
 - a) Name of organization.
 - b) Point of contact name, title, and telephone number
 - c) Services provided as they relate to Section 2 - Scope of Work.
 - d) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
 - e) Dollar value of the contract.
 - f) Whether the contract was terminated before the original expiration date.
 - g) Whether any renewal options were not exercised.
- Note - State of Maryland experience can be included as part of Section E2 above as project or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.
- F) Proposed Facility
- 1) Identify Master Contractor's facilities, including address, from which any work will be performed.
- G) State Assistance
- 1) Provide an estimate of expectation concerning participation by State personnel.
- H) Confidentiality
- 1) A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

3.2.2 FINANCIAL RESPONSE

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal);

B) Attachment 1 - Completed Financial Proposal with all rates fully loaded.

SECTION 4 – TASK ORDER AWARD PROCESS

4.1 OVERVIEW

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

4.2 TECHNICAL PROPOSAL EVALUATION CRITERIA

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

- The experience performing the duties and responsibilities required in Section 2.3 of the Master Contractor's proposed personnel.
- The Master Contractor's understanding of the work to be accomplished.
- The experience, certifications, and education required in section 2.8, of the Master Contractor's proposed personnel.

4.3 SELECTION PROCEDURES

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2 and quality of responses to Section 3.2.1 of the TORFP. TO Proposals deemed technically qualified will have their financial proposal considered. All others will be deemed not reasonably susceptible to award and will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- B) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- C) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical has greater weight.

4.4 COMMENCEMENT OF WORK UNDER A TOA

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

**ATTACHMENT 1 –PRICE PROPOSAL
PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS II
TORFP # R00P9200103**

LABOR CATEGORIES

YEAR 1 (6/01/2011 – 5/31/2012)

| Labor Categories | A | B | C |
|-----------------------------------|-------------------|---------------------------|------------------------------------|
| | Hourly Labor Rate | Approx. Total Class Hours | Total Proposed CATS II TORFP Price |
| Project Manager | \$ | 450 | \$ |
| Subject Matter Expert | \$ | 1660 | \$ |
| Quality Assurance Specialist | \$ | 250 | \$ |
| Testing Specialist | \$ | 250 | \$ |
| Senior Interdisciplinary Engineer | \$ | 1400 | \$ |
| Interdisciplinary Engineer | \$ | 1500 | \$ |
| Sr. Information Tech. Architect | \$ | 1500 | \$ |
| Internet Site Developer Senior | \$ | 2080 | \$ |
| Internet Site Developer Junior | \$ | 600 | \$ |
| Internet / Web Architect | \$ | 1700 | \$ |
| Computer Graphics Illustrator | \$ | 400 | \$ |
| Total Evaluated Price | | | \$ |

Authorized Individual Name

Company Name

Title

Company Tax ID #

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower. Rates must include all direct and indirect costs and profit for the Master Contractor to perform under the TOA.

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

**ATTACHMENT 1 –PRICE PROPOSAL
PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS II
TORFP # R00P9200103**

LABOR CATEGORIES

YEAR 2 (6/01/2012 – 5/31/2013)

| Labor Categories | A | B | C |
|-----------------------------------|-------------------|---------------------------|------------------------------------|
| | Hourly Labor Rate | Approx. Total Class Hours | Total Proposed CATS II TORFP Price |
| Project Manager | \$ | 450 | \$ |
| Subject Matter Expert | \$ | 1660 | \$ |
| Quality Assurance Specialist | \$ | 250 | \$ |
| Testing Specialist | \$ | 250 | \$ |
| Senior Interdisciplinary Engineer | \$ | 1400 | \$ |
| Interdisciplinary Engineer | \$ | 1500 | \$ |
| Sr. Information Tech. Architect | \$ | 1500 | \$ |
| Internet Site Developer Senior | \$ | 2080 | \$ |
| Internet Site Developer Junior | \$ | 600 | \$ |
| Internet / Web Architect | \$ | 1700 | \$ |
| Computer Graphics Illustrator | \$ | 400 | \$ |
| Total Evaluated Price | | | \$ |

Authorized Individual Name

Company Name

Title

Company Tax ID #

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower. Rates must include all direct and indirect costs and profit for the Master Contractor to perform under the TOA.

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

**ATTACHMENT 1 –PRICE PROPOSAL
PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS II
TORFP # R00P9200103**

LABOR CATEGORIES

PERIOD 3 (APPROX. 12 MONTHS) (6/01/2013 – 5/31/2014)

| Labor Categories | A | B | C |
|-----------------------------------|-------------------|---------------------------|------------------------------------|
| | Hourly Labor Rate | Approx. Total Class Hours | Total Proposed CATS II TORFP Price |
| Project Manager | \$ | 600 | \$ |
| Subject Matter Expert | \$ | 1660 | \$ |
| Quality Assurance Specialist | \$ | 350 | \$ |
| Testing Specialist | \$ | 350 | \$ |
| Senior Interdisciplinary Engineer | \$ | 1800 | \$ |
| Interdisciplinary Engineer | \$ | 2000 | \$ |
| Sr. Information Tech. Architect | \$ | 2000 | \$ |
| Internet Site Developer Senior | \$ | 2080 | \$ |
| Internet Site Developer Junior | \$ | 800 | \$ |
| Internet / Web Architect | \$ | 2000 | \$ |
| Computer Graphics Illustrator | \$ | 600 | \$ |
| Total Evaluated Price | | | \$ |

Authorized Individual Name

Company Name

Title

Company Tax ID #

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower. Rates must include all direct and indirect costs and profit for the Master Contractor to perform under the TOA.

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

**ATTACHMENT 1 –PRICE PROPOSAL
PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS II
TORFP # R00P9200103**

SUMMARY

| DESCRIPTION | APPROX. TOTAL PROPOSED CATS II TORFP PRICE |
|----------------------------------|---|
| Year 1 | \$ |
| Year 2 | \$ |
| Period 3 | \$ |
| TOTAL EVALUATED PRICE | \$ |

VENDOR'S NAME _____

ADDRESS _____

CITY, STATE AND ZIP CODE _____

TELEPHONE NO. _____ FAX NO. _____

FIN _____ DUNS NUMBER _____

EMAIL ADDRESS _____

SIGNATURE _____

PRINTED NAME _____

TITLE _____ DATE _____

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

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

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

CATS II TORFP # R00P9200103

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

1. As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
2. The TO Contractor must complete a separate Form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15th of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.
3. The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form D-6. The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.
4. It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15th of each month, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 1

CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

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

In conjunction with the offer submitted in response to TORFP No. R00P9200103, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of [redacted] percent and, if specified in the TORFP, sub-goals of [redacted] percent for MBEs classified as African American-owned and [redacted] percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude that I am unable to achieve it. Instead, I intend to achieve an MBE goal of [redacted] percent and request a waiver of the remainder of the goal. If I am selected as the apparent TO Agreement awardee, I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.

2. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment 2 - Form D-2) with the proposal.
3. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.
4. I understand that if I am notified that I am the apparent TO Agreement awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
 - (a) Outreach Efforts Compliance Statement (Attachment D-3)
 - (b) Subcontractor Project Participation Statement (Attachment D-4)
 - (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
 - (d) Any other documentation required by the TO Procurement Officer to ascertain offeror's responsibility in connection with the certified MBE participation goal.

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

5. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.

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

Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE

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

| | |
|---|--------------------------|
| TO Prime Contractor (Firm Name, Address, Phone) | Task Order Description |
| Task Order Agreement Number ADPICS PO | |
| List Information For Each Certified MBE Subcontractor On This Project | |
| Minority Firm Name | MBE Certification Number |
| Work To Be Performed/SIC | |
| Percentage of Total Contract | |
| Minority Firm Name | MBE Certification Number |
| Work To Be Performed/SIC | |
| Percentage of Total Contract | |
| Minority Firm Name | MBE Certification Number |
| Work To Be Performed/SIC | |
| Percentage of Total Contract | |

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

| | |
|---|---|
| TOTAL MBE PARTICIPATION: | % |
| TOTAL WOMAN-OWNED MBE PARTICIPATION: | % |
| TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION: | % |

Document Prepared By: (please print or type)
 Name: _____ Title: _____

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS
FORM D – 2**

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE (CONTINUED)

| List Information For Each Certified MBE Subcontractor On This Project | |
|---|--------------------------|
| Minority Firm Name | MBE Certification Number |
| Work To Be Performed/SIC | |
| Percentage of Total Contract | |
| Minority Firm Name | MBE Certification Number |
| Work To Be Performed/SIC | |
| Percentage of Total Contract | |
| Minority Firm Name | MBE Certification Number |
| Work To Be Performed/SIC | |
| Percentage of Total Contract | |
| Minority Firm Name | MBE Certification Number |
| Work To Be Performed/SIC | |
| Percentage of Total Contract | |
| Minority Firm Name | MBE Certification Number |
| Work To Be Performed/SIC | |
| Percentage of Total Contract | |
| Minority Firm Name | MBE Certification Number |
| Work To Be Performed/SIC | |
| Percentage of Total Contract | |

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 3

OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the bid or offer submitted in response to TORFP # **ADPICS PO**, I state the following:

1. Offeror identified opportunities to subcontract in these specific work categories:
2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.
3. Offeror made the following attempts to contact personally the solicited MBEs:
4. Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.

(DESCRIBE EFFORTS)

- This project does not involve bonding requirements.
5. Offeror did/did not attend the pre-proposal conference
 No pre-proposal conference was held.

Offeror Name

By: _____
Name

Address

Title

Date

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 4

SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

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

Provided that _____ is awarded the TO Agreement in
(Prime TO Contractor Name)
conjunction with TORFP No. **ADPICS PO**, it and _____,
(Subcontractor Name)
MDOT Certification No. _____, intend to enter into a contract by which the subcontractor shall:

(Describe work to be performed by MBE):

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

By:

By:

Prime Contractor Signature Subcontractor Signature

Name Name

Title Title

Date Date

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 5

MINORITY BUSINESS ENTERPRISE PARTICIPATION TO CONTRACTOR PAID/UNPAID INVOICE REPORT

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

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

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

Return one copy of this form to the following address:

| | |
|--|--|
| (TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS) | (TO PROCUREMENT OFFICER OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS) |
|--|--|

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS
FORM D – 6**

**MINORITY BUSINESS ENTERPRISE PARTICIPATION SUBCONTRACTOR PAID/UNPAID
INVOICE REPORT**

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

Return one copy of this form to the following address:

| | |
|--|--|
| (TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS) | (TO PROCUREMENT OFFICER OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS) |
|--|--|

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 3 – TASK ORDER AGREEMENT

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

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

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

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

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

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS II TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of _____, commencing on the date of Notice to Proceed and terminating on **Month Day, Year**.

4. Consideration and Payment

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

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

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

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

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

TO Contractor Name

By: Type or Print TO Contractor POC Date _____

Witness: _____

STATE OF MARYLAND, **TO Requesting Agency**

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

Witness: _____

ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

Date: _____

By: _____
(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

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

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

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

ATTACHMENT 6 – DIRECTIONS TO THE PRE-TO PROPOSAL CONFERENCE

The Pre-Proposal Conference will be held:

TUESDAY, JULY 26, 2011 @ 11:00 AM

Maryland State Department of Education
200 West Baltimore Street Baltimore, MD 21201
8th Floor, CR 6

From Interstate 95 (Washington, D. C.)

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

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

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

From Annapolis – Route 50

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

From the Baltimore-Washington Parkway (Route 295)

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

ATTACHMENT 7 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name
TO Contractor Mailing Address

Re: CATS II Task Order Agreement #**ADPICS PO**

Dear **TO Contractor Contact**:

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

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

Sincerely,

TO Procurement Officer
Task Order Procurement Officer

Enclosures (2)

cc: **TO Manager**
Procurement Liaison Office, Department of Information Technology
Project Management Office, Department of Information Technology

ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: **Project Name for TORFP**

TO Agreement Number: **#ADPICS PO**

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: **TO Manager**

TO Manager Signature Date Signed

Name of TO Contractor’s Project Manager: _____

TO Contractor’s Project Manager Signature Date Signed

SUBMIT AS REQUIRED IN SECTION 2.4.5 OF THE TORFP.

ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: TO Requesting Agency
TORFP Title: TORFP Project Name
TO Manager: TO Manager and Phone Number

To:

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

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.4.5 OF THE TORFP.

ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this ___ day of _____ 200_, by and between _____ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as " the State").

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

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

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

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ____ day of _____, 200____, by and between the State of Maryland (“the State”), acting by and through its **TO Requesting Agency** (the “Department”), and _____ (“TO Contractor”), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for **TORFP Title TORFP No. ADPICS PO** dated _____, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B9800035; and

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

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

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

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

TO Contractor/TO Contractor's Personnel:

TO Requesting Agency:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 12 – TO CONTRACTOR SELF-REPORTING CHECKLIST

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

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

Section 3 – Substitution of Personnel

A) Has there been any substitution of personnel?

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

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

Yes No (If no, explain why) _____

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

Yes No (If no, explain why) _____

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

Yes No (If no, explain why) _____

Section 4 – MBE Participation

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

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

Yes No (If no, explain why) _____

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

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

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

Yes No (If no, explain why) _____

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

Yes No

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

Section 5 – TO Change Management

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

Yes No (If no, explain why) _____

B) Does the change management procedure include the following?

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

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

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

C) Have any change orders been executed?

Yes No

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

D) Is the change management procedure being followed?

Yes No (If no, explain why) _____

ATTACHMENT 13 – LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

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

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature & Date: _____

EXHIBIT A

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

Printed Name and Address
of Employee or Agent

Signature

Date

| | | |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |