



**Consulting and Technical Services
Task Order Request for Proposals**

Four Agency Independent Verification & Validations:

**Child Care Administration Tracking System (CCATS)
Assessment 1 # F10P7200501**

**Central Scheduling System (CSS)
Assessment 2 # F10P7200502**

**Enterprise Environmental Management System (EEMS)
Assessment 3 # F10P7200503**

**Maryland Automated Fingerprint Information System (MAFIS)
Assessment 4 # F10P7200504**

Issued By:

**Department of Budget and Management
Office of Information Technology
Project Management Office**

ISSUE DATE: February 8, 2007

CONTENTS

SECTION 1 - ADMINISTRATIVE INFORMATION	4
1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT	4
1.2 TO AGREEMENT	4
1.3 TO PROPOSAL SUBMISSIONS	4
1.4 MINORITY BUSINESS ENTERPRISE (MBE)	4
1.5 MARYLAND MARKETPLACE FEE	4
1.6 CONFLICT OF INTEREST	5
1.7 NON-DISCLOSURE AGREEMENT	5
1.8 LIMITATION OF LIABILITY	5
SECTION 2 - SCOPE OF WORK	6
2.1 PURPOSE AND APPROACH	6
2.2 IV&V ASSESSMENT 1 – CHILD CARE ADMINISTRATION TRACKING SYSTEM (CCATS)	6
2.3 IV&V ASSESSMENT 2 – CENTRAL SCHEDULING SYSTEM (CSS)	9
2.4 IV&V ASSESSMENT 3 – ENTERPRISE ENVIRONMENTAL MANAGEMENT SYSTEM (EEMS)	10
2.5 IV&V ASSESSMENT 4 – MARYLAND AUTOMATED FINGERPRINT INFORMATION SYSTEM (MAFIS)	13
2.6 DELIVERABLES AND TIME OF PERFORMANCE	15
2.7 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES	19
2.8 TO CONTRACTOR EXPERTISE REQUIRED	20
2.9 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS	20
2.10 INVOICING	20
2.11 CHANGE ORDERS	20
SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS	22
3.1 REQUIRED RESPONSE	22
3.2 FORMAT	22
SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT	25
4.1 EVALUATION CRITERIA	25
4.2 TECHNICAL CRITERIA	25
4.3 SELECTION PROCEDURES	25
4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT	25
ATTACHMENT 1 - PRICE PROPOSAL FORM	26
ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE (MBE) FORMS	28
ATTACHMENT 3 – TASK ORDER AGREEMENT	39
ATTACHMENT 4 - CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE	42
ATTACHMENT 5 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY	43
ATTACHMENT 6 – DIRECTIONS TO THE PRE-TO PROPOSAL CONFERENCE	45
ATTACHMENT 7 – DELIVERABLE PRODUCT ACCEPTANCE FORM	46
ATTACHMENT 8 - NON-DISCLOSURE AGREEMENT (MASTER CONTRACTOR)	47
ATTACHMENT 9 - NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)	49

KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services (CATS) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released and submit are invited to submit a Task Order (TO) Proposal to this TORFP. All Master Contractors must complete and submit a Master Contractor Feedback form via the CATS website regardless of whether a TO Proposal is submitted or not. The form is accessible via your CATS 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 conditions contained in the CATS RFP issued by the Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT) and subsequent Master Contract Project Number 050R5800338, including any amendments.

TORFP Title:	Four Agency Independent Verification & Validation
Functional Area:	10 – IT Management Consulting Services
TORFP Issue Date:	February 8, 2007
Closing Date and Time:	February 28, 2007, 2:00PM EST
TORFP Issuing Agency:	Department of Budget and Management (DBM)
Send Questions and Proposals to:	Mike Yeager E-Mail: myeager@dbm.state.md.us
TO Procurement Officer:	Mike Yeager Office Phone Number: 410-260-6014 Office Fax Number: 410-974-3274 E-Mail: myeager@dbm.state.md.us 45 Calvert Street, Room 144, Annapolis, MD 21401
TO Manager:	Robert M. Krauss Office Phone Number: 410-260-6135 Office FAX Number: 410-974-5615
TO Project Numbers:	Assessment 1: DHR CCATS – F10P7200501 Assessment 2: MDOT MVA CSS – F10P7200502 Assessment 3: MDE EEMS – F10P7200503 Assessment 4: DPSCS MAFIS – F10P7200504
TO Type:	Fixed price
Period of Performance per IV&V:	10 months per IV&V. DBM shall stagger the 4 Notices to Proceed (NTP).
MBE Goal:	30%
Small Business Reserve (SBR):	No
Primary Place of Performance:	IV&V 1: DHR, 1100 Eastern Blvd, Essex, MD 21221 IV&V 2: MDOT MVA, 6601 Ritchie Hwy, N.E., Glen Burnie, MD 21062 IV&V 3: MDE, 1800 Washington Blvd, Baltimore, MD 21230 IV&V 4: DPSCS, 6776 Reisterstown Road, Baltimore, MD 21215
State Furnished Work Site and/or Access to Equipment, Facilities or Personnel:	Workspace, telephones and workstations with Internet access will be provided for up to two of the Contractor's personnel, per IV&V. Hours of work are 8:00 am to 5:00 pm, local time.
TO Pre-proposal Conference:	DBM 45 Calvert Street, Room 164 A & B, Annapolis, MD 21401 February 15, 2007; 10:00AM EST (See Attachment 6 for directions)

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to each TO Agreement. See Section 2.11 Change Orders for information on change orders.

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

1.2 TO AGREEMENT

Up to four Master Contractors, one for each Independent Verification & Validation (IV&V) assessment, may be selected to conduct the work defined in Section 2 - SOW. A specific TO Agreement, Attachment 3, will then be entered into between the State and the selected TO Contractor(s), which will bind the TO Contractor(s) to the contents of its TO Proposal(s), including the price proposal(s).

1.3 TO PROPOSAL SUBMISSIONS

Master Contractors may submit TO Proposals in response to one, two, three, or all four IV&V assessments. Master Contractors submitting TO Proposals for multiple assessments must submit separate TO Proposals, **bearing the number of the individual assessment.**

The TO Procurement Officer will not accept submissions after the date and exact time as stated on the Key Information Summary Sheet. The time will be local time as determined by DBM's e-mail system time stamp. Each TO Proposal is to be submitted via one single e-mail per assessment response. The "subject" line in the e-mail submission shall state the appropriate assessment number (s). The first attachment will be the TO Proposal technical response to this TORFP bearing the individual assessment number. The second attachment will be the financial response to this CATS TORFP bearing the individual assessment number.

The proposal documents requiring a signature, Attachment 2 - MBE Forms D-1 and D-2 and Attachment 4 Conflict of Interest Affidavit and Disclosure, must be submitted as .PDF files with the signatures clearly visible with each TO Proposal submittal, one set per assessment response.

1.4 MINORITY BUSINESS ENTERPRISE (MBE)

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

1.5 eMARYLANDMARKETPLACE FEE

Code of Maryland Regulations (COMAR) 21.02.03.06 requires that each Master Contractor that wins a TO Agreement under this TORFP pay a fee to support the operation of eMarylandMarketplace. The fee will be due on each TO Agreement that exceeds \$25,000. The applicable fee will be based on each TO Agreement value, including any options. Each TO Contractor shall pay the fee as provided by COMAR 21.02.03.06 and in accordance with guidelines issued by the Maryland Department of General Services (DGS). A copy of COMAR 21.02.03.06 and the guidelines issued by DGS can be found on the eMarylandMarketplace website at www.eMarylandMarketplace.com.

The price of each TO Proposal shall include the appropriate fee as per the COMAR 21.02.03.06 fee schedule. Fees may not be quoted as a separate add-on price. A total TO Agreement value that is other than an even dollar amount will be rounded to the nearest whole dollar to determine the appropriate fee level. For example, a total TO Agreement value of \$50,000.49 will be rounded to \$50,000 and a Level 1 fee will apply. A total TO Agreement value of \$50,000.50 will be rounded to \$50,001 and a Level 2 fee will apply.

1.6 CONFLICT OF INTEREST

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

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

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for Master Contractors to review at the State agencies hosting the projects identified for IV&V review as described in this TORFP. Master Contractors who review such documentation will be required to sign the Non-Disclosure Agreement (Master Contractor) form included as Attachment 8 to this TORFP. Please contact the TO Procurement Officer of this TORFP to coordinate an appointment with the agencies if interested.

In addition, certain documentation may be required to be obtained by TO Contractors awarded TO Agreements in order to fulfill the requirements of TO Agreements. The TO Contractors, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) form included as Attachment 9.

1.8 LIMITATION OF LIABILITY

Pursuant to Section 28(C) of the CATS Master Contract, the limitation of liability ceiling is hereby reduced as follows: Contractor's liability per claim under this TORFP shall not exceed the total TO Agreement amount established for each respective assessment.

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE AND APPROACH

2.1.1 Purpose

The DBM is seeking proposals from Master Contractors experienced in IT consulting to perform an IV&V for each of the following initiatives designated as Major Information Technology Development Projects in Maryland State Government:

- 1) Child Care Administration Tracking System (CCATS), sponsored by the Department of Human Resources (DHR) and Maryland State Department of Education (MSDE);
- 2) Central Scheduling System (CSS), sponsored by the Maryland Department of Transportation (MDOT), Motor Vehicle Administration (MVA);
- 3) Enterprise Environmental Management System (EEMS), sponsored by the Maryland Department of the Environment (MDE); and
- 4) Maryland Automated Fingerprint Information System (MAFIS), sponsored by the Department of Public Safety and Correctional Services (DPSCS).

The purpose of each IV&V is to assess the health of the project according to the objectives listed respectively in Sections 2.2.1, 2.3.1, 2.4.1, and 2.5.1 below. In the first phase of each IV&V, the TO Contractor(s) shall research and develop a written report and live presentation of findings based on the IV&V objectives. Findings shall describe project strengths, weaknesses, and any corrective actions recommended by the TO Contractor(s). In a second, optional phase of each IV&V, DBM may task the TO Contractor(s) to develop an IV&V Corrective Action Plan (CAP) in collaboration with the Agency and DBM. If exercised, the second phase also requires the TO Contractor(s) to monitor and report on agency compliance with the CAP and provide on-site assistance to support Agency corrective actions. As warranted by DBM, a third phase may be exercised to continue monitoring Agency compliance with the CAP by the TO Contractor. These and all other IV&V project deliverables are described in detail in Section 2.6 Deliverables and Time of Performance.

DBM may make up to four awards, by IV&V. Separate and distinct Notice to Proceed shall be given separately for each IV&V and each phase and may be staggered. The MBE goal of 30 percent shall apply to each IV&V.

2.1.2 Approach

The approach for each IV&V assessment shall include independent research, stakeholder interviews, and the review and analyses of project files and documentation. For each IV&V, the TO Contractor(s) shall assign a lead resource, the Head Auditor, who is certified by the Project Management Institute (PMI) as a Project Management Professional. The TO Contractor(s) shall provide the deliverables as described in Section 2.6 Deliverables and Time of Performance.

In executing the IV&V and developing IV&V deliverables, the TO Contractor(s) shall apply recognized project management best practices and industry standards according to PMI. Specifically, with regard to the treatment of findings on State Agency project management processes, the TO Contractor(s) shall formulate findings in terms consistent with the PMI's Project Management Body of Knowledge (PMBOK). Where an evaluation of the technical feasibility of an IT solution is required, the TO Contractor(s) shall apply the Software Engineering Institute's Capability Maturity Model or other recognized industry standard. Project deliverables are described in detail in Section 2.6 Deliverables and Time of Performance.

2.2 IV&V ASSESSMENT 1 – Child Care Administration Tracking System (CCATS)

2.2.1 Objectives of the IV&V

The TO Contractor will assess the CCATS project focusing on:

- A) The transition of ownership of CCATS from DHR to MSDE (See Sections 2.2.2 and 2.2.4 below). The TO Contractor shall focus on MSDE's preparedness for managing CCATS operations and maintenance effectively.
- B) DHR's and MSDE's preparedness to implement planned system modifications, focusing on:
 - Project management processes consistent with: 1) The project management knowledge areas described in the PMBOK with emphasis on Time, Scope and Cost Management; and 2) Application of the State of Maryland's System Development Life Cycle (SDLC) methodology.
 - Project governance meaning the extent to which the agency has effectively: 1) Defined roles and expectations among all internal and external stakeholders; 2) Implemented an appropriate flow of project information among stakeholders; 3) Instituted a process for review and response to project issues including escalation to the executive sponsor; and 4) Instituted a process for executive approvals (for example, sign-off on SDLC documents) at appropriate project milestones.
- C) Conformance of CCATS to system requirements and stakeholder expectations.
- D) Conformance of CCATS to stakeholder expectations.

2.2.2 Project Overview

CCATS was developed by DHR's Office of Technology for Human Services (OTHS) for the Maryland State Department of Education (MSDE), Office of Child Care (OCC). DHR's business partner for the development is Maximus, Inc. of Reston, Virginia. The new turnkey system incorporates the capture, processing, transmission, storage and retrieval of information on the child community, which includes licensing, credentialing and purchase of care. The system uses web-enabled technology, has Internet access capability and accommodates simultaneously 1,500 workers and 2,000 Internet users. The system is designed to handle a 15 percent annual growth for the duration of the system's life cycle without performance degradation. Other system features include fast response times, ease of data entry, and accessibility for parents, child care providers, MSDE and local social services staff, and the public via the Internet.

The CCATS project had experienced prior schedule delays and cost increases when the "Purchase of Care" social services program that the system supports was transferred by executive order from DHR to MSDE effective July 1, 2006. At that time, with CCATS development under way, several project activities were put on hold as DHR's project management team sought guidance on key issues (project ownership, hosting, budget, etc.). Roughly one month before the transition, it was determined DHR would continue project management responsibility for CCATS through to completion.

2.2.3 IT Solution

CCATS is integrated into the MSDE environment with an interface for data exchange via DHR's planned messaging middleware backbone. Until the messaging backbone is in place, CCATS supports scheduled file transfers and customized real-time links with external systems. The system is a combination of custom developed and commercial off the shelf (COTS) application components. It is Internet and Intranet enabled, three-tiered, componentized, and written in Java with a thin-client browser interface. CCATS is hosted on a Unix platform with a Universal Database (UDB) Enterprise Edition (EE) Database Management System (DBMS). The application integrates with Microsoft Office for word processing and decision support functions.

2.2.4 Project Status

Phase I of CCATS, the component for social services provider credentialing and staff evaluation was completed in March 2005. Phase II, encompassing the licensing and purchase of care components, was piloted in Anne Arundel County starting in late September 2006. The development contract with Maximus expired January 31, 2007.

As of the release date of this TORFP, CCATS is scheduled for implementation into production Statewide on February 19, 2007. Statewide implementation marks the operational transfer of CCATS from DHR to MSDE. The

existing contract has provisions for system maintenance contractor which will be transfer to MSDE when the transition is complete. DHR shall remain the lead on project tasks outstanding for CCATS including the addition of further system functionality. Full transition of CCATS from DHR to MSDE is estimated for completion in April 2007.

2.2.5 Project Business Needs and Justification

The services provided by MSDE OCC receive critical support from automated systems. OCC administers the following programs: 1) Credentialing - evaluates and tracks child care provider and staff credentials; 2) Child Care Licensing and Regulation - responsible for provider registration and licensing, and tracking facility status while providing protection for children in child care centers and family child care homes by ensuring that facilities are in compliance with State regulations; and 3) Purchase of Care - provides financial assistance to help eligible, low-income families pay for child care. The current automated system used by OCC is proprietary in nature and both software and hardware are constrained. Maintenance is cumbersome and not cost effective. End users find the system unfriendly and not able to perform everyday tasks. CCATS is envisioned to cure these deficiencies by providing an efficient, reliable, cost-effective system that incorporates proven, leading-edge technology and business practices. CCATS is envisioned to be user friendly for parents, child care providers, case managers, OCC staff members and the public.

2.2.6 Project Stakeholders

- A) DHR OTHS;
- B) MSDE OCC;
- C) Local departments of social services;
- D) Child care providers; and
- E) Parents / child care customers;

2.2.7 Project Benefits and Return on Investment (ROI)

External benefits include improved information access and expedited service to customers. Internal benefits include streamlined OCC operations and new and enhanced interfaces with other social services databases. Expected returns on investment for CCATS pertain to gains in operational and process efficiency and accuracy. Applications for assistance will be processed and approved more rapidly resulting in improved customer service.

2.2.8 Project Security Requirements and IT Policy Conformance

The project shall comply with and adhere to Maryland IT security policies and standards.

2.2.9 Interviews

The TO Contractor shall interview relevant parties as part of the IV&V to include:

- A) DHR Finance Division (Executive Sponsor);
- B) DHR OTHS (Project Manager);
- C) DHR Chief Information Officer (CIO);
- D) DHR Chief Financial Officer (CFO);
- E) MSDE CIO;
- F) MSDE OCC Executive Director;
- G) MSDE Project Manager;
- H) The Maximus Project Manager;
- I) Individuals identified post-Notice to Proceed (NTP) by DHR and MSDE, e.g., during the IV&V Kick-off

meeting; and

- J) Other individuals identified independently by the TO Contractor(s) during the IV&V assessment.

2.3 IV&V ASSESSMENT 2 – Central Scheduling System (CSS)

2.3.1 Objectives of the IV&V

The TO Contractor will assess the CSS project focusing on:

- A) Project management processes consistent with: 1) The project management knowledge areas described in the PMBOK with emphasis on Time, Scope and Cost Management; and 2) Application of the State of Maryland's SDLC methodology;
- B) Project governance meaning the extent to which the agency has effectively: 1) Defined roles and expectations among all internal and external stakeholders; 2) Implemented an appropriate flow of project information among stakeholders; 3) Instituted a process for review and response to project issues including escalation to the executive sponsor; and 4) Instituted a process for executive approvals (for example, sign-off on SDLC documents) at appropriate project milestones; and
- C) Technical feasibility of the IT solution to conform to project requirements.

2.3.2 Project Overview

The CSS shall be a scalable, web based software system that will enable agency employees to schedule a wide variety of events and customer services. The system shall enable authorized MVA employees to define an activity in the system and track pertinent information about the scheduled activity. The system also will enable the general public to make an appointment for a scheduled activity. Project phases follow the State's SDLC methodology and include: Initiation, Planning and Requirements, Design, Development and Testing, Integration and Testing, Implementation, and Post-Implementation Performance.

2.3.3 Project IT Solution

The CSS shall be developed using the Microsoft .NET 2.0 framework and SQL server 2000 or 2005. The solution shall be a blend of COTS and customized application development. The CSS will be developed on a standards-based architecture to ensure that the CSS is seamlessly integrated into the MVA infrastructure.

2.3.4 Project Status

The development contract for CSS was awarded to Verizon, Inc. on September 19, 2006. The project is in the planning and requirements analysis phase.

2.3.5 Project Business Needs and Justification

The MVA faces the challenge of a growing customer base coupled with mandates expected to increase the complexity of many customer transactions. Maintaining reasonable customer transaction and wait times are a critical part of the MVA's organizational mission. The CSS shall provide the capability to better manage and maintain the MVA's performance goals in this area.

2.3.6 Project Stakeholders

Project stakeholders include the general public and the following MVA divisions that will use the CSS:

- A) Driver Licensing;
- B) Driver Wellness and Safety;
- C) Motorcycle Safety;
- D) Operations;

- E) Business Licensing and Consumer Services;
- F) Human Resources;
- G) Procurement and Contracts; and
- H) Office of the Administrator.

2.3.7 Project Benefits and ROI

Project external benefits shall include:

- A) Enhanced advertising of events: The system will provide a single location where customers can learn about a wide variety of upcoming agency events and services;
- B) More comprehensive event information: The system will provide standard information about all activities that can be scheduled, including their purpose, date, time, location, leader, attendance requirements and payment requirements, if any; and
- C) Easy appointment scheduling process: The system will permit the general public (or the MVA Customer Service Center acting on their behalf) to make, change and/or cancel appointments online. This feature is expected to reduce customer wait times.

Project internal benefits shall include:

- D) Option to collect payment: The system will enable the MVA to collect fees or payments in advance of an activity;
- E) Ability to capture outcomes: The system will enable the MVA to track customer attendance at all scheduled activities and permit the planner of the activity to capture other unique outcome information; and
- F) Capability to manage resources: The system will enable the MVA to allocate resources as needed to specific branches or workstations.

Project ROI pertains to operational efficiencies gained. The CSS shall save MVA staff time on scheduling activities and enable more efficient resource allocation.

2.3.8 Project Security Requirements and IT Policy Conformance

The project shall comply with and adhere to Maryland IT security policies and standards.

2.3.9 Interviews

The TO Contractor shall interview relevant parties as part of the IV&V to include:

- A) MVA Administrator (Project Executive Sponsor);
- B) MVA Project Development Division (Project Manager);
- C) MVA Project Development Division Director
- D) MVA CIO;
- E) The Verizon Project Manager;
- F) Individuals identified post-NTP by MVA, e.g., during the IV&V Kick-off meeting; and
- G) Other individuals identified independently by the TO Contractor(s) during the IV&V assessment.

2.4 IV&V ASSESSMENT 3 – Enterprise Environmental Management System (EEMS)

2.4.1 Objectives of the IV&V

The TO Contractor will assess the EEMS project focusing on:

- A) Project management processes consistent with: 1) The project management knowledge areas described in the PMBOK with emphasis on Time, Scope and Cost Management; and 2) Application of the State of Maryland's SDLC methodology;
- B) Project governance meaning the extent to which the agency has effectively: 1) Defined roles and expectations among all internal and external stakeholders; 2) Implemented an appropriate flow of project information among stakeholders; 3) Instituted a process for review and response to project issues including escalation to the executive sponsor; and 4) Instituted a process for executive approvals (for example, sign-off on SDLC documents) at appropriate project milestones; and
- C) Technical feasibility of the IT solution to conform to project requirements.
- D) Quality of implementation planning for EEMS with emphasis on business process changes (See "Note" under Section 2.4.2 below).

2.4.2 Project Overview

Currently, most MDE business applications are stand-alone applications developed over time to serve single business needs. For example, MDE has in operation 177 different permitting, compliance and enforcement databases designed to satisfy the processing requirements for specific environmental activities. These diverse and dissimilar systems range from PC-based and multi-user FoxPro, Access and Paradox databases, and spreadsheets to more complex mid-range server-based ORACLE, SQL Server and Informix databases. In this type of operating climate, it is very difficult to compile a holistic view of MDE's activities and operational performance. Some requirements placed on MDE to report environmental trends require hundreds of man-hours to gather the requisite data and compile the report. Maintaining such a wide range of technology is taxing on IT resources. In order to improve operational effectiveness and achieve optimal efficiencies, MDE must replace its inventory of single-purpose, stovepipe systems with a single system designed to support the various business requirements for meeting MDE's environmental regulation responsibilities. EEMS is envisioned to consolidate MDE's multiple stand-alone business applications. The development contractor is CGI-AMS.

2.4.3 Project IT Solution

The EEMS solution complies with MDE's existing, licensed production applications and technical standards: Windows-based user interface (compatible with Microsoft Windows 9X, 2X, XP operating systems); Server side components compatible with Windows 2000 Server; ORACLE 9 Relational Database Management System (RDMS); Microsoft SQL Server; and Microsoft Internet Explorer 6.0. The software is COTS (Tools for Environmental Management and Protection-TEMPO) and designed to support general functional specifications based on relational elements essential for the EEMS support of MDE programs and general business functions. The EEMS software is designed with a PowerBuilder application and will be made operational from the business operations perspective of an environmental regulatory agency. It will use ORACLE's RDMS as the "engine." It is designed to run in a 3-tiered client-server system. The COTS package includes system management tools for problem isolation, initial diagnostics, and configuration and user management. The software acquired for EEMS is intended to be an open architecture design supporting ad hoc report generation via laser printers in a networked environment. The Enterprise Portal is an outward facing web application that will support receipt of information from the regulated community. This application is using Sun Micro System's Java 2 Enterprise Edition standard. The reporting software is a web application supported by Information Builders, Inc. that is interfaced with the EEMS data base components.

2.4.4 Project Status

This is a multi-phase project, in which a working model and two of four planned releases have been completed. MDS started implementation with a pilot of the COTS application and validated the system for one program office and its 6 environmental permits. Implementation and user training was completed in December 2006 at additional program offices. Currently 60 out of 180 environmental permits are now processed through EEMS. Requirements analysis and cost estimating currently is under way for the next planned version release of EEMS.

2.4.5 Project Business Needs and Justification

Through EEMS, the MDE will be able to address many of the constraints currently hampering it from achieving requisite operational efficiencies and improved customer service. When fully implemented, EEMS will provide online processes and features that are faster, more accurate, and more valuable for external customers. These include permit applications, regulatory compliance reporting, permit status checking, as well as a single source for environmental information. The public will gain access to the same single source for environmental information as well as detailed information relevant to their particular needs. Internally, EEMS will provide for the streamlining of MDE processes, improved business decisions, a reduction in the maintenance requirements necessary to support a unified system versus multiple systems, and reductions in the effort necessary to satisfy reporting obligations.

2.4.6 Project Stakeholders

- A) MDE Divisions including the Office of Information Management and Technology (OIMT), Water Management Administration, Waste Management Administration, and the Air and Radiation Management Administration.
- B) Environmental Protection Agency, Region III;
- C) Federal Emergency Management Agency;
- D) Maryland counties and municipalities;
- E) Maryland businesses;
- F) Maryland citizens; and
- G) Environmental advocacy groups;

2.4.7 Project Benefits and ROI

External customer benefits include:

- A) Reduced burden on industry and enhanced regulatory customer service by facilitating electronic submittal of required reporting data by the regulated community;
- B) Universal access to important environmental information to citizens and regulated community via the Internet; and
- C) Permit issuance efficiencies from establishing a standard business process across media programs within MDE.

Internal customer benefits include:

- D) A single source and standardization of all facility and site data;
- E) Improved accountability in issuing and tracking permit turnaround times;
- F) Improved management of inspection schedules and complaint responses;
- G) Improved tracking of environmental and management performance measures;
- H) Increased access to complex information vital to MDE staff; and
- I) Streamlined agency operations by providing secure remote system access to field inspection staff;

ROI:

MDE anticipates a project cost breakeven point in the 4th year based existing and future activity cost estimates. Activities include permits, inspections, ad hoc/special reporting, data analysis, and Geographical Information System (GIS) support. Efficiency gains are anticipated each year after implementation.

2.4.8 Project Security Requirements and IT Policy Conformance

The project shall comply with and adhere to Maryland IT security policies and standards. A security, privacy, and disaster recovery plan will be documented during Phase III Implementation. The plan will identify management, operational and technical controls. Management controls include security risk assessment, rules of behavior for different user types, and plans for security. Operational controls consist of production, input/output controls, data integrity/validation, data purge processes and documentation. Technical controls involve identification and authentication, access, audit trails, and recovery.

2.4.9 Interviews

The TO Contractor shall interview relevant parties as part of the IV&V to include:

- A) MDE Secretary (Project Executive Sponsor);
- B) MDE OIMT (Agency CIO);
- C) MDE OIMT (Project Manager);
- D) MDE CFO;
- E) The CGI-AMS Project Manager;
- F) At least one representative from each organization listed in Section 2.4.6 above, Parts A, B, and C;
- G) Individuals identified post-NTP by MDE, e.g., during the IV&V Kick-off meeting; and
- H) Other individuals identified independently by the TO Contractor(s) during the IV&V assessment.

2.5 IV&V ASSESSMENT 4 – Maryland Automated Fingerprint Information System (MAFIS)

2.5.1 Objectives of the IV&V

The TO Contractor will assess the MAFIS project focusing on:

- A) Project management processes consistent with: 1) The project management knowledge areas described in the PMBOK with emphasis on Time, Scope and Cost Management; and 2) Application of the State of Maryland's SDLC methodology;
- B) Project governance meaning the extent to which the agency has effectively: 1) Defined roles and expectations among all internal and external stakeholders; 2) Implemented an appropriate flow of project information among stakeholders; 3) Instituted a process for review and response to project issues including escalation to the executive sponsor; and 4) Instituted a process for executive approvals (for example, sign-off on SDLC documents) at appropriate project milestones; and
- C) Technical feasibility of the IT solution to conform to project requirements.

2.5.2 Project Overview

This project is to upgrade the current MAFIS system. The upgrade will involve replacement of all major systems components including, but not limited to Database Management System, Central Computer, Digital Image Retrieval System, Matchers, Coders, Latent and full function workstations. Most of current MAFIS equipment was installed before 1997 and must be replaced with newer architecture for improved functionality and reliability. Project procurement activities have been completed and MAFIS development is under way. The business partner for requirements development is PEC / Nortel. The business partner for system development is Cogent.

2.5.3 Project IT Solution

MAFIS will be developed as a modified COTS package. The solution incorporates new technologies to including distributed computing, TCP/IP communications protocol, Image Capture, software matching, and relational database software. The current MAFIS system is based on an inflexible matching process controlled by fingerprint pattern type, sex and age. Upgrading to Next Generation AFIS (NGA) will provide added flexibility in matching

criteria. In addition, the system will incorporate NIST standards, an open database architecture, flexible workflows, and workstations will run on supported operating systems.

2.5.4 Project Status

DPSCS completed proposal evaluations in June 2006 and received Board of Public Works approval on August 2006. The project's kick-off meeting was held in September 2006. A current critical path task is to secure and provision space in early 2007 to begin fingerprint card conversion. Currently under way is the programming of COTS package modifications. In addition to the current contract, the project plan includes additional hardware and services to be procured in 2008 to complete all project objectives. The agency estimates two years to complete the project.

2.5.5 Project Business Needs and Justification

All Federal, State, County and Municipal law enforcement and public safety agencies connected through the State's Automated Booking System (ABS) and Network LiveScan System (NLS) require access to fingerprint information critical to their operations. The State currently is operating on obsolete hardware and software that is difficult to maintain and lags behind new advances in fingerprint technology. The user community is in dire need of access to new application features and data to support critical business operations.

2.5.6 Project Stakeholders

- A) Federal, State, County and Municipal law enforcement agencies;
- B) DPSCS Division of Pretrial Detention and Services;
- C) DPSCS Division of Parole and Probation;
- D) DPSCS Division of Corrections; and
- E) DPSCS Information Technology & Communications Division (IT&CD).

2.5.7 Project Benefits and ROI

External customer benefits include:

- A) Enhanced system stability and diagnostic capabilities;
- B) New and expanded data elements in databases/tables;
- C) New and enhanced applications features and business logic;
- D) The capability to input, transport, display and print descriptive images (i.e. mug shots, signatures, fingerprints, palm prints, etc.); and
- E) The capacity to manage increased demand in the future.

Internal customer benefits include:

- F) Newer and more maintainable computer programming code;
- G) Expanded capability to do data mining through the use of relational database capabilities;
- H) A means of providing the system user with required information that is securely transported and stored;
- I) A more extensive online performance monitoring and control process;
- J) Faster identification of arrested individuals; and
- K) The flexibility to add processing for new business requirements.

ROI:

Project ROI pertains to operational efficiencies gained. These include faster internal and external user access and improved accuracy for critical criminal justice information.

2.5.8 Project Security Requirements and IT Policy Conformance

The project shall comply with and adhere to Maryland IT security policies and standards.

2.5.9 Interviews

The TO Contractor shall interview relevant parties as part of the IV&V to include:

- A) DPSCS Secretary (Project Executive Sponsor);
- B) DPSCS IT&CD (Project Manager);
- C) DPSCS IT&CD (Agency CIO);
- D) Director, DPSCS IT&CD
- E) The project managers for PEC/Nortel and Cogent;
- F) At least one representative from each organization listed in Section 2.5.6 above, Parts B, C, and D;
- G) Individuals identified post-NTP by DPSCS, e.g., during the IV&V Kick-off meeting; and
- H) Other individuals identified independently by the TO Contractor(s) during the IV&V assessment.

2.6 DELIVERABLES AND TIME OF PERFORMANCE

This section is applicable to all Assessments.

For each written deliverable described in the table below, the TO Contractor shall submit to the TO Manager an electronic copy compatible with Microsoft Office 2003.

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 negligible text errors, 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 relevant, factual information that is current and accurate at the time of submittal; and
- D) Represent significant completeness towards the final written deliverable.

Upon receipt of a deliverable, the TO Manager shall review the deliverable to validate completeness and quality in meeting requirements. TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in a Deliverable Product Acceptance Form included as Attachment 7.

The quality of IV&V deliverables shall take precedence over the IV&V project schedules. In the event of deliverable rejection, the TO Contractor shall correct the identified deficiencies or non-conformities within five working days from rejection. At the discretion of the TO Manager, and as evidenced by the TO Manager's written waiver, subsequent project tasks may not continue until deficiencies are rectified and the deliverable is formally accepted by the TO Manager as provided herein. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format.

When presented for acceptance, 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; and

C) Represent relevant, factual information that is current and accurate at the time of submittal.

The required deliverables and required time frames for completion based on NTP are defined in the table below. Deliverables may be submitted earlier than indicated with the written approval of the TO Manager.

Note: For meetings and presentations described in this Section, due dates are approximate based upon the availability of attendees. For written deliverables, due dates that fall on a non-working day for the State shall be due the next working day.

ID	Deliverables – TO Phase I – Project Assessment	Time of Performance
2.6.1	<p>IV&V Project Kick-Off Meeting - The purpose of this meeting is to educate and obtain buy-in from participants in the IV&V process. The meeting shall accomplish the following: define roles and responsibilities, establish logistical details and communication expectations, and clarify IV&V tasks and time frames. The TO Contractor shall facilitate the meeting, providing an agenda, sign-in sheet, presentation, and other relevant materials for the meeting to the TO Manager in advance.</p> <p>Prior to and in preparation for the kick-off meeting, the TO Contractor(s) shall begin independent research for the IV&V and obtain pertinent project documents and information from the TO Manager.</p>	NTP + 21 Calendar Days
2.6.2	<p>IV&V Project Management Plan – This plan shall be a Microsoft Word document submitted via e-mail attachment. Once the TO Manager accepts the IV&V Project Management Plan deliverable, it will become the baseline to gauge variances and TO Contractor performance.</p> <p>The IV&V Project Management Plan shall describe the background, purpose, and approach consistent with the IV&V SOW and the TO Contractor’s Proposal.</p> <p>The Word document shall contain or be accompanied by a Microsoft Project file that is a Gantt chart schedule of tasks and time frames for all IV&V deliverables. The TO Contractor shall relegate the IV&V Project Status Reports (Deliverable 2.6.3) to a separate part of the Gantt chart for clarity.</p> <p>The TO Contractor shall update the Gantt chart as needed on a bi-weekly basis and submit it with IV&V Project Status Reports (See Deliverable 2.6.3, Part F).</p>	NTP + 28 Calendar Days
2.6.3	<p>IV&V Project Status Reports – These reports shall be Microsoft Word documents submitted bi-weekly via e-mail attachment with “IV&V Status Report” in the e-mail subject line.</p> <p>The reports shall detail the IV&V activities and progress for comparison against the IV&V Project Management Plan (Deliverable 2.6.2). Reports shall be submitted in conjunction with bi-weekly IV&V status discussions with the TO Manager. Reports shall contain, at a minimum,</p>	NTP + 28 Calendar Days for the first report and bi-weekly thereafter up until completion of Deliverable 2.6.7 at end of TO Phase I

	<p>the following elements:</p> <p>A) Purchase Order Number and the reporting period;</p> <p>B) A table listing all project deliverables and indicating percent complete for each;</p> <p>C) A list of tasks accomplished during the reporting period;</p> <p>D) A list of tasks planned for the next reporting period;</p> <p>E) A section describing any IV&V project risks and real or potential impacts on the project schedule, scope, and cost. This section will describe risk response activities toward meeting original schedule, scope, and cost baselines; and</p> <p>F) An imbedded or accompanying Microsoft Project file that is the Gantt chart from the IV&V Project Management Plan, updated as needed from the original plan to show revised IV&V tasks and time frames.</p>	
2.6.4	<p>IV&V Draft Findings Report – This report shall be a Microsoft Word document submitted via e-mail attachment. The report shall describe the methodology used to perform the IV&V. The report shall describe both positive and negative IV&V findings organized according to the applicable IV&V Objectives described in Sections 2.2.1, 2.3.1, 2.4.1, and 2.5.1.</p> <p>For negative findings, the report shall contain a table describing the deficiencies with corresponding recommended corrective actions for implementation by the Agency. The table shall be organized according to the applicable IV&V Objectives with the findings and recommendations prioritized as high, medium, or low.</p> <p>The report shall contain an executive summary that provides a concise overview of at least the high and medium priority findings and recommendations organized by IV&V Objectives.</p>	NTP + 56 Calendar Days
2.6.5	<p>IV&V Findings: Internal Presentation to DBM/OIT – This internal presentation to DBM/OIT shall be a Microsoft PowerPoint document submitted via e-mail attachment. The presentation shall be printed in sufficient color hard copies for an audience identified by the TO Manager. The presentation shall be orally presented in person by the TO Contractor to DBM/OIT and shall describe the IV&V findings and recommendations consistent with the IV&V Draft Findings Report.</p>	NTP + 70 Calendar Days
2.6.6	<p>IV&V Final Findings Report – This report is the finalized version of Deliverable 2.6.4.</p>	NTP + 77 Calendar Days
2.6.7	<p>IV&V Findings: Agency Presentation - This presentation is the finalized version of Deliverable 2.6.5, updated to be consistent with the IV&V Final Findings Report. Both DBM/OIT and the Agency shall be present for this presentation.</p>	NTP + 91 Calendar Days

ID	Deliverables – TO Phase II – Agency Corrective Actions	Time of Performance
<i>Note: TO Phase II is optional at the sole discretion of DBM</i>		
2.6.8	<p>IV&V Corrective Action Plan (CAP) – This plan shall be a Microsoft Word document submitted via e-mail attachment. The TO Contractor(s) shall obtain and incorporate input from the Agency in the plan. The plan shall contain:</p> <p>A) The table of deficiencies and recommended corrective actions from the IV&V Final Findings Report (Deliverable 2.6.6);</p> <p>B) A break down of planned agency tasks and time frames to implement each recommended corrective action;</p> <p>C) A break down of planned TO Contractor tasks and time frames for providing IV&V On-Site Assistance (Deliverable 2.6.9)</p>	NTP + 105 Calendar Days
2.6.9	<p>IV&V Phase II On-Site Assistance* – The TO Contractor(s) shall provide 16 hours of on-site assistance to the Agency toward implementing corrective actions identified in the CAP (Deliverable 2.6.8).</p> <p>A break down of planned TO Contractor tasks and time frames for providing on-site assistance shall be provided in Deliverable 2.6.8, Part C.</p> <p>* On-site assistance may include but not be limited to technical assistance, SDLC documentation writing / editing, training or mentoring on project management best practices, or other corrective action support tasks agreed to by the Agency.</p>	The time of performance for this deliverable shall be anytime after acceptance of Deliverable 2.6.8 (IV&V CAP) up to the completion of Deliverable 2.6.11 (IV&V Phase II CAP Presentation)
2.6.10a 2.6.10b 2.6.10c	<p>IV&V Phase II CAP Updates (3) - These three reports shall be delivered consecutively as Microsoft Word documents submitted via e-mail attachment. The reports shall be updated versions of the IV&V CAP (Deliverable 2.6.8). Updated information in the reports shall describe Agency progress against the IV&V CAP. The TO Contractor(s) shall be required to monitor agency progress accordingly.</p> <p>The third IV&V Phase II CAP Update (Deliverable 2.6.10c) shall include a recommendation on whether TO Phase III is warranted due to critical, incomplete corrective actions.</p>	NTP + 133 Calendar Days NTP + 161 Calendar Days NTP + 189 Calendar Days
2.6.11	<p>IV&V Phase II CAP Presentation – This presentation shall be a Microsoft PowerPoint document submitted via e-mail attachment and printed in sufficient color hard copies for a DBM/OIT and Agency audience. The presentation shall be orally presented in person by the TO Contractor to DBM/OIT and the Agency, and shall provide an overview of the third IV&V Phase II CAP Update (Deliverable 2.6.10c).</p>	NTP + 196 Calendar Days

ID	Deliverables – TO Phase III – Agency Corrective Actions	Time of Performance
<i>Note: TO Phase III is optional and at the sole discretion of DBM.</i>		
2.6.12	<p>IV&V Phase III Assistance* – The TO Contractor(s) shall provide 16 hours of on-site assistance to the Agency toward implementing incomplete corrective actions identified in the third IV&V Phase II CAP Update (Deliverable 2.6.10c).</p> <p>A break down of planned TO Contractor tasks and time frames for providing assistance shall be provided as an updated version of Deliverable 2.6.8, Part C.</p> <p>* Assistance, on- or off-site, may include but not be limited to technical assistance, SDLC documentation writing / editing, training or mentoring on project management best practices, or other corrective action support tasks agreed to by the Agency.</p>	The time of performance for this deliverable shall be anytime after acceptance of Deliverable 2.6.11 (IV&V Phase II CAP Presentation) up to acceptance of Deliverable 2.6.14 (IV&V Phase III CAP Presentation)
2.6.13a 2.6.13b 2.6.13c	<p>IV&V Phase III CAP Updates (3) - These reports shall be Microsoft Word documents submitted via e-mail attachment. The reports shall be updated versions of the third IV&V Phase II CAP Update (Deliverable 2.6.10c). Updated information in the reports shall describe Agency progress against the IV&V CAP. The TO Contractor(s) shall be required to monitor agency progress accordingly.</p>	NTP + 224 Calendar Days NTP + 252 Calendar Days NTP + 280 Calendar Days
2.6.14	<p>IV&V Phase III CAP Presentation – This presentation shall be a Microsoft PowerPoint document submitted via e-mail attachment and printed in sufficient color hard copies for a DBM/OIT and Agency audience. The presentation shall be orally presented in person by the TO Contractor to DBM/OIT and the Agency, and shall provide an overview of the final IV&V Phase III CAP Update (Deliverable 2.6.13c).</p>	NTP + 287 Calendar Days

2.7 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

For each assessment, the TO Contractor(s) 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(s) shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. These may include, but are not limited to:

- A) The nine project management knowledge areas in the PMI’s PMBOK;
- B) The State’s SDLC methodology at: www.dbm.maryland.gov - keyword: SDLC.
- C) The State’s IT Security Policy and Standards at: www.dbm.maryland.gov - keyword: Security Policy.
- D) The State’s IT Project Oversight at: www.dbm.maryland.gov - keyword: IT Project Oversight.

- E) The State's of Maryland Enterprise Architecture at www.dbm.maryland.gov - keyword: MTAF (Maryland Technical Architecture Framework).

2.8 TO CONTRACTOR EXPERTISE REQUIRED

The TO Contractor(s) must have a high level of expertise in performing an IV&V consistent with the IV&V Objectives described in Sections 2.2.1, 2.3.1, 2.4.1, and 2.5.1 above. The selected TO Contractor(s) must have expertise in performing an IV&V consistent with the policies, guidelines and methodologies in Section 2.7 Required Project Policies, Guidelines and Methodologies.

In addition, the TO Contractor shall furnish all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The Master TO Contractor shall have expertise available in-house or through fostered strategic alliances with other firms for providing such services.

2.9 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS

The following personnel minimum qualification is mandatory for each IV&V:

A PMI certified Project Management Professional (Lead Source) shall be designated and assigned by the TO Contractor to serve as Project Manager. This individual assigned to each TO shall have three years of experience performing IV&V work on IT development projects comparable in scope to the applicable project(s) described in Sections 2.2, 2.3, 2.4, and 2.5 above.

2.10 INVOICING

Payment will be made upon completion and acceptance of those deliverables listed in the Price Proposal Form, Attachment 1 (A complete list of deliverables appears in Section 2.6 Deliverables and Time of Performance).

Payments to the TO Contractor(s) shall be governed by the terms and conditions defined in the CATS Master Contract. Invoices shall contain the TO Contractor(s) Federal Employer Identification Number and the information required in Section 2.10.1 below. Invoices must be submitted to the TO Manager for payment approval.

The TO Contractor shall submit invoices on or before the 15th day of the month following receipt of the signed Deliverable Product Acceptance Form from the TO Manager. Payment to the TO Contractor(s) shall be withheld unless accompanied by a copy of the signed Deliverable Product Acceptance Form, included as Attachment 7.

2.10.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the DBM, OIT, PMO as the TO Requesting Agency, deliverable identification number and description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice along with a copy of the signed Deliverable Product Acceptance Form for each deliverable being invoiced. Invoices shall be submitted for payment to the DBM/OIT at the following address:

Director, Fiscal Services
Maryland DBM/OIT
45 Calvert Street, Room 434
Annapolis, MD 21401
- C) Invoices for final payment shall be clearly marked as "FINAL" and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.11 CHANGE ORDERS

If the TO Contractor is required to perform additional work, or if there is a work reduction due to unforeseen scope changes, the TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the

TO Contractor's proposed rates in the Master Contract and SOW change. No SOW modifications shall be performed until a change order is executed by the TO Procurement Officer.

SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit either: 1) TO Proposal(s) for one or more IV&V Assessments with completed Master Contractor feedback form (submitted electronically off the CATS web site); or 2) A completed Master Contractor feedback form only.

3.2 FORMAT

If a Master Contractor elects to submit a TO Proposal(s), the Master Contractor shall do so in conformance with the requirements of this CATS TORFP. Master Contractors submitting for multiple IV&V assessments shall submit a separate TO Proposal with accompanying attachments for each IV&V assessment. All proposal documents (e.g., price sheets and MBE forms) shall be identifiable by IV&V assessment number. Each TO Proposal shall provide the following:

3.2.1 THE TECHNICAL RESPONSE OF EACH TASK ORDER PROPOSAL SHALL INCLUDE (Submit a separate technical response with accompanying attachments for each IV&V assessment proposed)

A) Proposed Services

- 1) Executive Summary: An overview demonstrating the Master Contractor's understanding of the background, purpose, and objectives of the IV&V. The Executive Summary shall include a copy of the PMI certificate for the individual designated to serve as the Project Manager and Lead Source. The PMI certificate shall serve as objective proof that the minimum qualification in Section 2.9 is met.
- 2) Proposed Solution: A detailed discussion of the Master Contractor's understanding of the work entailed to address the requirements outlined in Section 2 - Scope of Work and how the Master Contractor proposes to satisfy the requirements.
- 3) Assumptions: A description of any assumptions formed by the Master Contractor's in developing the Technical Proposal.
- 4) Initial Risk Assessment: Identification and prioritization of risks inherent in meeting the requirements in Section 2 - Scope of Work and a description of strategies to mitigate, accept, or transfer identified risks. Ongoing risk assessment will be an element of the bi-weekly "IV&V Status Reports" deliverable described in Section 2.6.3 IV&V Project Status Reports.
- 5) Initial IV&V Project Management Plan: A high-level iteration of the "IV&V Project Management Plan" deliverable described in Section 2.6.2 IV&V Project Management Plan. The finalized deliverable and associated Gantt chart will become the baseline for TO monitoring against the bi-weekly "IV&V Project Status Reports" described in Section 2.6.3 IV&V Project Status Reports.
- 6) Work Breakdown Structure (WBS): A WBS chart showing the IV&V Project Deliverables listed in Section 2.6 Deliverables and Time of Performance, broken down into activities required to produce each deliverable. The WBS also must show personnel assigned, and work hours estimated, for each activity.

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category.
- 2) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.

3) Complete and provide Attachment 5 - Labor Classification Personnel Resume Summary.

C) MBE Participation

- 1) Submit completed MBE documents Attachment 2 - Forms D-1 Certified MBE Utilization and Fair Solicitation Affidavit, and D-2 MBE Participation Schedule.

D) Subcontractors

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

E) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of projects that you have completed that were similar in scope to the one defined in this TORFP SOW. Each of the three examples must include a reference complete with the following:
 - A) Name of organization for which the work was performed.
 - B) Name, title, and telephone number of point-of-contact for the reference.
 - C) Type and duration of contract(s) supporting the reference.
 - D) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
 - E) Whether the Master Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization.
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
 - A) The State contracting entity,
 - B) A brief description of the services/goods provided,
 - C) The dollar value of the contract,
 - D) The term of the contract,
 - E) Whether the contract was terminated prior to the specified original contract termination date,
 - F) Whether any available renewal option was not exercised,
 - G) The State employee contact person (name, title, telephone number and e-mail address).

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

F) State Assistance

- 1) Provide an estimate of expectation concerning participation by State personnel in terms of frequency and amount of time.

G) Confidentiality

- 1) A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for

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

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE (Submit a separate financial response for each assessment proposed.)

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based;
- B) Completed Financial Proposal – Attachment 1, including:
 - 1) TORFP and IV&V Assessment #.
 - 2) Fixed-price dollar figures rounded to the nearest whole dollar.

SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT

4.1 EVALUATION CRITERIA

Up to four TO Contractors (one for each IV&V assessment) may be selected from among all eligible Master Contractors within the appropriate functional area responding to this CATS TORFP. In making the TO Agreement award determination, the TO Requesting Agency will consider all information submitted in accordance with Section 3 - TO Proposal Format and Submission Requirements.

4.2 TECHNICAL CRITERIA

The following are the technical criteria for evaluating a TO Proposal, for each IV&V assessment, in descending order of importance. Failure to meet minimum qualifications shall disqualify a proposal. If minimum qualifications are met, then:

- A) Ability of the Master Contractor's proposed personnel to perform the proposed services set forth in the Master Contract, Section 3.2.1B) and Section 2 - Scope of Work of this TORFP. .
- B) Master Contractor's overall understanding of the work required, quality of the approach, proposed solution, schedule and methodology for completing the requirements set forth in the Master Contract, Section 3.2.1A) and Section 2 – Scope of Work of this TORFP..
- C) Experience, capability and references for the Master Contractor and proposed subcontractors as described in Section 3.2.1E).

4.3 SELECTION PROCEDURES

- A) TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- 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 merit will receive greater weight than price.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement for each IV&V assessment shall be initiated only upon issuance of a fully executed TO Agreement, Non-Disclosure Agreement, Purchase Order, and by a NTP authorized by the TO Procurement Officer.

ATTACHMENT 1 - PRICE PROPOSAL FORM

IV&V Assessment # F10P720050__

ID	TO Phase I – Deliverables	Proposed Price
2.6.1	IV&V Kick-Off Meeting	
2.6.2	IV&V Project Management Plan	
2.6.4 and 2.6.5	IV&V Draft Findings Report and Internal Presentation to DBM/OIT	
2.6.6	IV&V Final Findings Report	
2.6.7	IV&V Findings: Agency Presentation	
Proposed Fixed Price for TO Phase I – Deliverables		
<i>The deliverables below are optional and at the sole discretion of DBM</i>		
ID	TO Phase II – Deliverables	Proposed Price
2.6.8	IV&V Phase II Corrective Action Plan (CAP)	
2.6.9	IV&V Phase II Assistance	
2.6.10a-c	IV&V Phase II CAP Updates (Upon acceptance of third report, 2.6.10c)	
2.6.11	IV&V Phase II CAP Presentation	
Proposed Fixed Price for TO Phase II – Deliverables		
<i>TO Phase III is optional and at the sole discretion of DBM.</i>		
ID	TO Phase III – Deliverables	Proposed Price
2.6.12	IV&V Phase III Assistance	
2.6.13a-c	IV&V Phase III CAP Updates (Upon acceptance of third report, 2.6.10c)	

2.6.14	IV&V Phase III CAP Presentation	
Proposed Fixed Price for TO Phase III – Deliverables		
TOTAL Proposed Fixed Price = Sum of TO Phases I-III		

 Authorized Individual Name

 Company Name

 Title

 Company Tax ID #

SUBMIT AS REQUIRED IN SECTION 3.2.2 OF THE TORFP.

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE (MBE) FORMS

TO CONTRACTOR MBE REPORTING REQUIREMENTS

CATS TORFP

F10P720050__

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 TO Agreement, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for this TORFP. Part of that effort, 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 TO Agreement and submit one copy to each of the locations indicated at the bottom of the form. The report is due not later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due not 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 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 not 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 the form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime TO 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.

ATTACHMENT 2 – MBE FORMS

FORM D-1

CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

Offeror shall complete and submit a separate Form D-1 (Certified MBE Utilization and Fair Solicitation Affidavit) with each TO Technical Proposal for which it proposes an assessment. If the Offeror fails to submit this Form D-1 with the TO Technical Proposal for each assessment proposed, the TO Procurement Officer shall determine that any TO Proposal for which the Form D-1 was not submitted is not reasonably susceptible of being selected for award.

In conjunction with the offer submitted in response to TORFP No. F10P720050__, I affirm the following:

1. I acknowledge the overall certified MBE participation goal of ___ percent. 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 I am unable to achieve it. Instead, I intend to achieve an MBE goal of _____ percent and request a waiver of the remainder of the goal. If I am the apparent TORFP 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 each certified MBE by completing and submitting an MBE Participation Schedule (Attachment D-2) with the TO Technical 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 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 the offeror's responsibility in connection with the certified MBE participation goal.

If I am the apparent TORFP 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 TORFP award. If the TORFP 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 SIGNED AS A .PDF FILE WITH THE TECHNICAL RESPONSE AS
REQUIRED IN SECTIONS 1.3 AND 1.4 OF THE TORFP.**

ATTACHMENT 2 – MBE FORMS

FORM D-2

MBE PARTICIPATION SCHEDULE

Offeror shall complete and submit a separate Form D-2 (MBE Participation Schedule) with each TO Technical Proposal for which it proposes an assessment. If the Offeror fails to submit this Form D-2 with the TO Technical Proposal for each assessment proposed, the TO Procurement Officer shall determine that any TO Proposal for which the Form D-2 was not submitted is not reasonably susceptible of being selected for award.

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

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL MBE PARTICIPATION:	<u> </u> %
TOTAL WOMAN-OWNED MBE PARTICIPATION:	<u> </u> %
TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:	<u> </u> %

Document Prepared By: (Please print or type.)

Name: _____ Title: _____

SUBMIT SIGNED AS A .PDF FILE WITH THE TECHNICAL RESPONSE

AS REQUIRED IN SECTIONS 1.3 AND 1.4 OF THE TORFP.

ATTACHMENT 2 – MBE FORMS

FORM D-2

MBE PARTICIPATION SCHEDULE (CONTINUED)

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

**SUBMIT AS A .PDF FILE WITH THE TECHNICAL RESPONSE
AS REQUIRED IN SECTIONS 1.3 AND 1.4 OF THE TORFP.**

ATTACHMENT 2 – MBE FORMS

FORM D-3

OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the MBE participation commitment submitted in response to TORFP # F10P720050 ____, 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.

_____	By:	_____
Offeror Name		Name
_____		_____
Address		Title

		Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTIFICATION OF AWARD.

ATTACHMENT 2 – MBE 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. F10P720050____, 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 TO Contractor Signature

Subcontractor Signature

Name

Name

Title

Title

Date

Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTIFICATION OF AWARD.

ATTACHMENT 2 – MBE FORMS

FORM D-5

MBE PARTICIPATION TO CONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): _____ Report is due by the 15th of the following month.	CATS TORFP # _____ 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:

MBE Officer Department of Budget and Management Procurement Unit 45 Calvert Street, 1 st Floor Annapolis, MD 21401 MBEOfficer@dbm.state.md.us	
---	--

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN THE TO CONTRACTOR MBE REPORTING REQUIREMENTS SECTIONS 1 THROUGH 4.

ATTACHMENT 2 – MBE FORMS

FORM D-6

MBE PARTICIPATION SUBCONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): __/_____ Report Due By the 15th of the following month.	CATS TORFP # _____ 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:

MBE Officer Department of Budget and Management Procurement Unit 45 Calvert Street, 1 st Floor Annapolis, MD 21401 MBEOfficer@dbm.state.md.us	
---	--

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN THE TO CONTRACTOR MBE REPORTING REQUIREMENTS, SECTIONS 1 THROUGH 4.

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS TORFP# F10P720050 ____ OF MASTER CONTRACT #050R5800338

This Task Order Agreement (“TO Agreement”) is made this ____ day of _____, 2007 by and between the Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, Department of Budget and Management (DBM).

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. “CATS TORFP” means the Task Order Request for Proposals # F10P720050____, dated _____, 2007, including any addenda.
 - b. “Master Contract” means the CATS Master Contract between DBM and the Master Contractor dated December 19, 2005.
 - c. “TO Procurement Officer” means Mike Yeager. DBM may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - d. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is _____ and whose principal office in Maryland is _____.
 - e. “TO Manager” means Robert Krauss of DBM. DBM may change the TO Manager at any time by written notice to the TO Contractor.
 - f. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated _____, 2007 of TO Proposal – Technical.
 - g. “TO Proposal – Financial” means the Task Order Contractor’s financial response to the CATS TORFP dated _____, 2007 of TO Proposal - Financial.
 - h. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
 - i. “TO Requesting Agency” means the Department of Budget and Management, as identified in the CATS TORFP.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 - Scope of Work of the CATS TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:

- a. The TO Agreement;
- b. Exhibit A – CATS TORFP;
- c. Exhibit B – TO Proposal-Technical; and
- 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 TORFP upon receipt of a NTP from the TO Manager. The term of this TO Agreement is for a period of insert time for performance, commencing on the date of NTP and terminating on _____, 200__.

4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS TORFP and shall not exceed the total dollar amount of 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. See Section 2.11 Change Orders of the TORFP.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 - Scope of Work of the CATS TORFP, but no later than thirty (30) days after the TO Requesting Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the TO Requesting 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 Employer Identification Number. 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 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

_____(SEAL) _____
By: Type or Print TO Contractor POC Date

Witness/Attest: _____

STATE OF MARYLAND, TO Requesting Agency

By: 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 Offeror warrants that, except as disclosed in Section 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 as necessary):
- E) The Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the 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 Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the TO Agreement has been awarded and performance of the TO Agreement has begun, the TO Contractor shall continue performance until notified by the TO Procurement Officer of any contrary action to be taken.

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

Date: _____ By: _____

(Authorized Representative and Affiant)

SUBMIT WITH THE TECHNICAL RESPONSE.

ATTACHMENT 5 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.
2. Only labor classifications proposed in the Master Contractors Technical proposal may be proposed under the CATS TORFP process.
3. For each person proposed in any of the labor classifications, complete one Labor Classification Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.

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

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 Classification 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

From Baltimore Area:

- Take I-97 off the Baltimore Beltway heading south to Annapolis.
- I-97 will end and turn into Route 50 East.
- Take Rowe Blvd. exit toward downtown Annapolis.

From the Eastern Shore or Route 2:

- Cross the Severn River Bridge and exit on Rowe Blvd.

From Either Direction:

- Follow Rowe Blvd. to the third traffic light.
- Stay to the right when the road splits before the Treasury Building.
- Turn right onto Calvert St.
- 45 Calvert Street is the first building immediately on the right.
- Room 164 is on the first floor.
- Stop and register with the Security Guard; you will be directed to Room 164.

Parking:

- The closest garage is next to 45 Calvert St. but must be entered from Clay St. This is the second right turn after turning onto Calvert St. Turn right onto Clay St. immediately after passing 45 Calvert St.
- Another garage is available about a half of a block down from 45 Calvert St. on the left, called Gotts' Garage.
- There is also limited metered parking available on Calvert and surrounding streets.

ATTACHMENT 7 – DELIVERABLE PRODUCT ACCEPTANCE FORM

TO Requesting Agency Name: Department of Budget and Management, Office of Information Technology,
Project Management Office

IV&V Assessment Name:

TO Manager: Robert Krauss, 410-260-6135

To: TO Contractor’s Contract Manager

The following deliverable, as required by TO Agreement #F10P720050____, has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP 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 2.6 DELIVERABLES AND TIME OF PERFORMANCE

ATTACHMENT 8 - NON-DISCLOSURE AGREEMENT (MASTER CONTRACTOR)

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

MASTER CONTRACTOR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP #F10P720050 ___ for TORFP Project _____. In order for the MASTER CONTRACTOR to submit a TO Proposal, it will be necessary for the State to provide the MASTER CONTRACTOR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in Section 1.7 Non-Disclosure Agreement of the TORFP, MASTER CONTRACTOR agrees as follows:

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

MASTER CONTRACTOR: _____ BY: _____

NAME: _____ TITLE: _____

ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.7 NON-DISCLOSURE AGREEMENT OF THE TORFP.

ATTACHMENT 9 - NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

This Non-Disclosure Agreement (the "Agreement") is made as of this ___ day of _____, 200__, by and between the State of Maryland ("the State"), acting by and through its Department of Budget and Management (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 IV&V _____ (Assessment Name) TORFP # F10P720050 ___ dated _____, (the "TORFP") issued under the CATS procurement issued by the Department, Project Number 050R5800338; 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:

Name: _____

Title: _____

Date: _____

Department of Budget and Management:

Name: _____

Title: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 NON-DISCLOSURE AGREEMENT OF THE TORFP.