



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

**Independent Verification & Validation  
Offender Case Management System (OCMS)  
Assessment 1 # F10P6200779**

**Independent Verification & Validation  
Locally Operated Transit Systems (LOTS) Smart Card Upgrades  
Assessment 2 # F10P6200780**

**Issued By:**

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

**ISSUE DATE: May 12, 2006**

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## 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. Only CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors (herein referred to as Master Contractors) deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 Required Response of the TORFP. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS RFP issued by the Maryland Department of Budget and Management, Office of Information Technology and subsequent Master Contract Project Number 050R5800338, including any amendments.

<b>TORFP Title:</b>	IV&V Assessment 1: DPSCS OCMS IV&V Assessment 2: MDOT MTA LOTS Smart Card Upgrade
<b>Functional Area:</b>	10 – IT Management Consulting Services
<b>TORFP Issue Date:</b>	May 12, 2006
<b>Closing Date and Time:</b>	June 1, 2006; 2:00 pm
<b>TORFP Issuing Agency:</b>	Department of Budget and Management (DBM) Office of Information Technology (OIT) Project Management Office (PMO)
<b>Send Questions and Proposals to:</b>	Procurement Liaison Office (PLO) <a href="mailto:oitplo@dbm.state.md.us">oitplo@dbm.state.md.us</a>
<b>TO Procurement Officer:</b>	Robert Krysiak Office Phone Number: 410-260-7199 Office FAX Number: 410-974-5615
<b>TO Manager:</b>	Robert Krauss Office Phone Number: 410-260-6135 Office FAX Number: 410-974-5615
<b>TO Project Numbers:</b>	Assessment 1: DPSCS OCMS – F10P6200779 Assessment 2: MDOT MTA LOTS Smart Card Upgrade – F10P6200780
<b>TO Type:</b>	Fixed price
<b>Period of Performance:</b>	6 Months
<b>MBE Goal:</b>	30%
<b>Small Business Reserve (SBR):</b>	No
<b>Primary Place of Performance:</b>	DPSCS OCMS: 6776 Reisterstown Road, Baltimore, MD 21215 MDOT MTA LOTS: 6 St. Paul St., Baltimore, MD 21202
<b>State Furnished Work Site and/or Access to Equipment, Facilities or Personnel:</b>	Workspace, telephones and workstations with Internet access will be provided for up to two of the Contractor's personnel. Hours of work are 8:00 am to 5:00 pm, local time.
<b>TO Pre-proposal Conference:</b>	DBM 45 Calvert Street, Room 164 Annapolis, MD 21401 05/19/2006; 10:00 am See Attachment 6 for directions

## SECTION 1 - ADMINISTRATIVE INFORMATION

### 1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to each TO Agreement. See Section 2.9 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

Based upon an evaluation of TO Proposal responses, up to two Master Contractors, one for each Independent Verification & Validation (IV&V) assessment, will be selected to conduct the work defined in Section 2 - SOW. DBM reserves the right to award both IV&V assessments to one Master Contractor. 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 or both IV&V assessments. Master Contractors submitting TO Proposals for both assessments must submit separate TO Proposals.

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 e-mail as two separate attachments in MS Word format. The "subject" line in the e-mail submission shall state the following: CATS TORFP #F10P6200779, Assessment 1 and/or CATS TORFP #F10P6200780, Assessment 2. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP #F10P6200779, Assessment 1, Technical", and/or "CATS TORFP #F10P6200780, Assessment 2, Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP #F10P6200779, Assessment 1, Financial", and/or "CATS TORFP #F10P6200780, Assessment 2, Financial." 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.

### 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). **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](http://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 potential Offerors to review at the State agencies hosting the projects identified for IV&V review as described in this TORFP. Offerors who review such documentation will be required to sign the Non-Disclosure Agreement (Offeror) 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 qualified contractors experienced in IT consulting to perform an IV&V of the Department of Public Safety and Correctional Services' (DPSCS) Offender Case Management System (OCMS) project and the Maryland Department of Transportation (MDOT), Maryland Transit Administration's (MTA) Locally Operated Transit System (LOTS) Smart Card Upgrade project. The purpose is to assess the health of each project according to the objectives listed respectively in Sections 2.2.1 Objectives of the IV&V (OCMS) and 2.3.1 Objectives of the IV&V (LOTS Smart Card Upgrade project). Each TO Contractor shall report on project strengths and weaknesses, and if needed, develop a corrective action plan in collaboration with DBM and the agency. Also if needed, each TO Contractor will monitor and report on agency compliance with the corrective action plan.

#### **2.1.2 Approach**

The approach for each assessment shall include independent research, stakeholder interviews, and the review and analysis of project files and documentation. Each TO Contractor shall provide the deliverables as described in Section 2.4 Deliverables and Time of Performance.

The IV&V will require the use of industry best practices and recognized standards such as the Software Engineering Institute's Capability Maturity Model, and the Project Management Institute's Project Management Body of Knowledge (PMBOK).

### **2.2 IV&V ASSESSMENT 1 - OCMS**

#### **2.2.1 Objectives of the IV&V**

TO Contractor will assess the health of the OCMS project focusing on:

- A) Technical feasibility of the proposed IT solution for meeting the technical and business requirements of DPSCS;
- B) Project governance structure, and project management processes and procedures consistent with the policies, guidelines, and methodologies described in Section 2.5 Required Project Policies, Guidelines and Methodologies;
- C) Potential for yielding internal and external benefits, and return on investment described in Section 2.2.8 Project Benefits and Return on Investment; and
- D) Project cost management processes consistent with the PMBOK, i.e., resource planning, cost estimating, cost budgeting, and cost control.

#### **2.2.2 Prior IV&V Assessments**

No prior IV&V assessments exist for this project.

#### **2.2.3 Project Overview**

The OCMS will be an integrated enterprise-wide offender case management system that will support criminal justice operations from pre-trial through corrections to release. OCMS will provide an integral tool for improved offender case management by making information and services available to authorized users when and where required. OCMS will support the following four customer bases:

- A) DPSCS;
- B) The court system, including the Judiciary, the Public Defender, and the State's Attorneys General;
- C) Law enforcement, including local sheriffs and police, and the Maryland State Police; and
- D) The public, including crime victims and those seeking general information.

The project will involve a business process review, identification of key data elements, and development of a full-lifecycle OCMS. DPSCS intends to use a Commercial Off the Shelf (COTS) software / hardware solution modified as needed to conform to DPSCS requirements. Project execution will occur over a three-year period resulting in three successive system modules to be placed into production as completed. Modules, in order of development, will correspond *mainly* to the business applications of one of three DPSCS Divisions: 1) Pretrial and Detention Services; 2) Corrections; and 3) Parole and Probation. Some functions in each module will cross over to the other Divisions. The first module will require more COTS modification than the second and third due to the greater number of unique business processes involved.

#### **2.2.4 Project Status**

The project is in the planning and requirements analysis phase of the State's Systems Development Life Cycle (SDLC). Business process analysis and COTS software demonstrations / evaluations currently are under way with participation from stakeholder groups.

#### **2.2.5 Project Business Needs and Justification**

DPSCS has a need to manage effectively the interrelated business processes and case record data associated with the lifecycle of offender processing (from pre-trial to corrections through release). The lack of an integrated OCMS directly impacts the staff's productivity, the overall data integrity, and the timely exchange of data (internally and externally) critical to support informed, timely, and accurate decisions related to public safety.

#### **2.2.6 Project IT Solution**

The OCMS will be a client/server distributed system based on a COTS package with a low to moderate level of customization. The proposed back-end for the system is an Oracle database. The front-end user interface will be defined upon the completion of COTS product evaluations.

#### **2.2.7 Project Stakeholders**

The stakeholders for OCMS are:

- A) Division of Pretrial and Detention Services (DPDS);
- B) Division of Correction (DOC);
- C) Division of Parole and Probation (DPP);
- D) The Maryland court system; and
- E) Maryland local and State law enforcement agencies.

#### **2.2.8 Project Benefits and Return on Investment**

Benefits:

- A) Provide centralized data repository for all offender data;
- B) Improve timely access to integrated offender information;
- C) Reduce data redundancy and improve data integrity;
- D) Standardize business processes across DPSCS for effective and efficient offender case management; and
- E) Provide accurate and timely offender data to local law enforcement, community supervision programs, and other DPSCS constituents for effective monitoring, rehabilitation, case management of offenders.

Return on Investment:

- A) Reduced total cost of ownership; and
- B) Times savings associated with reduced manual processes and elimination of redundant paper and electronic data entry.

## **2.2.9 Project Strategic Goals**

The OCMS will promote the following strategic goals:

- A) More Efficient Operations: The OCMS will support the business and technology needs of DPSCS and the other project stakeholders listed in Section 2.2.7 Project Stakeholders;
- B) Keeping Maryland Communities Safe: The OCMS will improve the quality and speed of information exchanged among DPSCS and other stakeholders, thereby facilitating the work of protecting the public; and
- C) Enterprise IT Approach: The OCMS supports DPSCS's interest in an enterprise approach to the implementation and use of existing and emerging technologies.

## **2.2.10 Project Security Requirements and IT Policy Conformance**

The project shall comply with Maryland IT security policies and standards. All servers, desktop PCs, laptops, and other OCMS related devices will conform to DPSCS standard configuration requirements.

## **2.2.11 Interviews**

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

- A) Mary Livers, DPSCS Deputy Secretary for Operations (Project Executive Sponsor), 410-339-5093;
- B) Ron Brothers, DPSCS CIO (Acting), 410-585-3812;
- C) Paula Davis, DPSCS PMO Director, 410-585-3149;
- D) Representatives from the stakeholder organizations listed in Section 2.2.7 Project Stakeholders; and
- E) Other pertinent individuals as identified during the IV&V project execution.

## **2.3 IV&V ASSESSMENT 2 – LOTS Smart Card Upgrade**

### **2.3.1 Objectives of the IV&V**

The TO Contractor will assess the health of the LOTS Smart Card Upgrade project focusing on:

- A) Project governance and project management processes consistent with the policies, guidelines, and methodologies described in Section 2.5 Required Project Policies, Guidelines and Methodologies;
- B) Technical feasibility to include installation and ongoing maintenance considerations;
- C) LOTS stakeholders' satisfaction; and
- D) Project cost management processes consistent with the PMBOK, i.e., resource planning, cost estimating, cost budgeting, and cost control.

### **2.3.2 Project Overview**

This project is the second phase of a two-phase project. The purpose is to outfit participating LOTS (See 2.3.7 Project Stakeholders, part D below) with new farebox revenue collection and data reporting systems to include fareboxes, computerized data collection systems, farebox vaults, associated hardware and software applications, and magnetic and smart cards. The project includes establishing a financial clearinghouse for processing fare transactions. In the first phase of this project, MTA completed installation of the equipment and software on MTA operated vehicles and at the MTA's central operations facility. The MTA's contractor for the project is Cubic Transportation Systems, Inc.

### **2.3.3 Prior IV&V Assessments**

No prior IV&V assessments have occurred for this project.



### **2.3.4 Project Status**

In February 2005 the project was placed on hold pending an assessment of expected LOTS participation due to local concerns over ongoing maintenance costs for the equipment and software. Based on the assessment the MTA intends to re-negotiate with the contractor on the testing and installation schedule. The MTA currently is moving forward with implementation on the Maryland Rail Commuter or "MARC" lines in conjunction with scheduled maintenance.

Due to the hold placed on the project after equipment was ordered, the contractor filed a claim for outstanding billable work. The MTA currently is reviewing the contract and project deliverables to establish actual project expenses and as needed plans to pursue amended project funding.

### **2.3.5 Project Business Needs and Justification**

This project supports the State's need to increase ridership through improved customer service by enabling transit riders to travel on disparate transit systems with a single fare card. The MTA also has a need for improved consumer data capturing to support its capability to track and analyze ridership for planning purposes. The project supports the performance goals and objectives of the *Maryland Transportation Plan 2006*.

### **2.3.6 Project IT Solution**

The project entails the engineering and installation of equipment and software directly onto local transit vehicles. The equipment to be installed includes card reader fareboxes and farebox vaults. Software to be installed is for consumer data collection that will be collected periodically by the MTA.

### **2.3.7 Project Stakeholders**

- A) The MTA's Office of Planning and Policy;
- B) The MTA's Office of Transit Operations;
- C) Cubic Transportation Systems Inc. (Project Contractor); and
- D) Participating local transit systems:
  - 1. Annapolis Transit;
  - 2. Howard Transit;
  - 3. Harford Transit;
  - 4. "TransIT" Services of Frederick County;
  - 5. Montgomery County;
  - 6. Prince George's County; and
  - 7. Corridor Transportation Corporation, Laurel, MD.

### **2.3.8 Project Benefits and Return on Investment**

- A) Improved tracking and reporting on fare revenue and ridership;
- B) Cashless fare payment method;
- C) Improved customer mobility across multiple State and local transit systems; and
- D) Supports the performance goals and objectives of the *Maryland Transportation Plan 2006*.

### **2.3.9 Project Strategic Goals**

The project supports the following MDOT strategic goals:

- A) Promote smart growth, smart transportation;
- B) Improve transportation system performance;
- C) Provide mobility and accessibility with transportation choice; and

D) Improve customer service.

### **2.3.10 Project Security Requirements and IT Policy Conformance**

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

### **2.3.11 Interviews**

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

- A) Dennis Bell, MTA Director of Finance, 410-767-2464 (Project Executive Sponsor);
- B) Ron Nizer, MTA Director of Information Technology, 410-767-3890;
- C) David Wollner, Project Manager, 410-767-7330;
- D) Ed Hammerbacher, Contract Manager, 410-767-3365;
- E) Representatives from the stakeholder organizations listed in Section 2.3.7 Project Stakeholders; and
- F) Other pertinent individuals identified during the IV&V assessment.

## **2.4 DELIVERABLES AND TIME OF PERFORMANCE**

This section is applicable to both Assessment 1 and Assessment 2.

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

Except for the bi-weekly “IV&V Status Reports” described in the table below, drafts of all final deliverables are required at least one week in advance of when their respective final deliverables are due. Written deliverables defined as draft documents, must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable may contain 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 final deliverable, the TO Manager shall review the deliverable to validate completeness and quality in meeting requirements. Upon validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in a TO Requesting Agency Acceptance of Deliverable form included as Attachment 7.

In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. At the discretion of the TO Manager, via written waiver, subsequent project tasks may not continue until deficiencies are rectified and the deliverable is formally accepted by the TO Manager. 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 their expected completion from the project kick-off meeting or the issuance of a Notice to Proceed (NTP), are defined in the table below. Deliverables may be submitted earlier than indicated with the express written approval of the TO Manager.

*Note: Dates for meetings and presentations described in this Section are approximate based upon the availability of attendees.*

<b>ID</b>	<b>Deliverables</b>	<b>Time of Performance</b>
2.4.1	<p><b>IV&amp;V Project Management Plan</b> – This plan shall be a Microsoft Word document and be submitted to DBM/OIT only via e-mail attachment. Once the TO Manager accepts the IV&amp;V Project Management Plan deliverable, it will become the baseline to gauge variances and TO Contractor performance.</p> <p>The IV&amp;V Project Management Plan shall describe the background, purpose, and approach consistent with the IV&amp;V SOW and the TO Contractor’s Proposal.</p> <p>The document shall contain an imbedded Microsoft Project file that is a Gantt chart schedule of tasks and time frames for all IV&amp;V deliverables. The TO Contractor shall update the Gantt chart as needed on a bi-weekly basis and submit it with IV&amp;V Project Status Reports (See Deliverable 2.4.3, Part F).</p>	NTP + 14 Calendar Days
2.4.2	<p><b>IV&amp;V Project Kick-Off Meeting</b> - The purpose of this meeting is to educate and obtain buy-in from participants in the IV&amp;V process. The meeting shall accomplish the following: define roles and responsibilities, establish logistical details and communication expectations, and provide a discussion of project risk. 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>	NTP + 21 Calendar Days
2.4.3	<p><b>IV&amp;V Project Status Reports</b> – The TO Contractor shall submit bi-weekly project status reports in Microsoft Word via an e-mail attachment with “IV&amp;V Status Report” in the e-mail subject line. The reports shall be submitted to DBM/OIT only.</p> <p>The reports shall detail the IV&amp;V activities and progress for comparison against the IV&amp;V Project Management Plan (See Deliverable 2.4.1). Bi-weekly status reports shall be submitted one business day in advance of bi-weekly status meetings, the first to be held no later than NTP + 14 Calendar Days and continuing through the end of the performance period. The status reports shall contain, at a minimum, the following elements:</p> <ul style="list-style-type: none"> <li>A) Purchase Order Number and the reporting period;</li> <li>B) A table listing all project deliverables and indicating percent complete for each;</li> <li>C) A list of tasks accomplished during the reporting period;</li> </ul>	NTP + 28 Calendar Days for first report and bi-weekly thereafter until the end of the performance period identified in the NTP.

	<p>D) A list of tasks planned for the next reporting period;</p> <p>E) A section describing any IV&amp;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;</p> <p>F) An imbedded Microsoft Project file that is the Gantt chart from the IV&amp;V Project Management Plan, updated as needed from the original plan to show revised IV&amp;V tasks and time frames; and</p> <p>G) An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall list amounts invoiced-to-date, paid-to-date, and the associated deliverables.</p>	
2.4.4	<p><b>IV&amp;V Draft Findings Report</b> – This report shall be a Microsoft Word document and be submitted to DBM/OIT only via an e-mail attachment. The report shall describe the methodology used to perform the IV&amp;V and findings corresponding to Sections 2.2.1 or 2.3.1 “Objectives”. As warranted by the IV&amp;V findings, the report shall contain a table of recommended corrective actions for implementation by the agency.</p>	NTP + 56 Calendar Days
2.4.5	<p><b>IV&amp;V Final Findings Report</b> – This report is the finalized version of Deliverable 2.4.4. The report shall be submitted to DBM/OIT only. Upon DBM/OIT’s acceptance of the report, DBM/OIT shall distribute it to the agency.</p>	NTP + 70 Calendar Days
2.4.6	<p><b>IV&amp;V Draft Findings Presentation to DBM/OIT</b> – This presentation to DBM/OIT only shall be a Microsoft PowerPoint document submitted via an e-mail attachment and printed in sufficient color hard copies for a DBM/OIT audience. The presentation shall be orally presented in person by the TO Contractor to DBM/OIT and shall describe the IV&amp;V methodology, findings and any recommendations consistent with the IV&amp;V Final Findings Report.</p>	NTP + 77 Calendar Days
2.4.7	<p><b>IV&amp;V Final Findings Presentation with Agency</b> - This presentation is the finalized version of Deliverable 2.4.6. The agency shall be present for this presentation.</p>	NTP + 84 Calendar Days
<p><i>Note: Deliverables 2.4.8 through 2.4.11 are only required if the IV&amp;V Final Findings Report (Deliverable 2.4.5) contains recommended corrective actions judged critical enough by DBM/OIT to warrant formal control via these deliverables.</i></p>		
2.4.8	<p><b>IV&amp;V Corrective Action Plan</b> – This plan shall be a Microsoft Word document and submitted to DBM/OIT only via an e-mail attachment. The document shall be developed in collaboration with the agency. The plan shall contain the table of recommended corrective actions from the IV&amp;V Final Findings Report, with a break down of required agency</p>	NTP + 91 Calendar Days

	<p>sub-tasks and time frames to implement corrective actions.</p> <p>The plan also shall describe the criteria for assessing agency compliance with the plan. The plan shall be distributed to the agency and the TO Manager.</p>	
2.4.9	<p><b>IV&amp;V Corrective Action Plan Compliance Reports (3) -</b> This report shall be a Microsoft Word document and be submitted to DBM/OIT only via e-mail attachment. The report shall assess agency compliance and progress against the IV&amp;V Corrective Action Plan and requires the TO Contractor to monitor the agency accordingly.</p> <p>One section of the report shall be reserved for findings of agency non-compliance, based on the criteria developed for Deliverable 2.4.8. This section shall describe root causes for the non-compliance and recommended actions needed to bring the agency into compliance with the Corrective Action Plan.</p> <p>The report shall be updated monthly (hence three separate reports) and shall be distributed to the agency and the TO Manager.</p>	<p>NTP + 119 Calendar Days</p> <p>NTP + 147 Calendar Days</p> <p>NTP + 175 Calendar Days</p>
2.4.10	<p><b>IV&amp;V Draft Correction Action Plan Compliance Presentation to DBM/OIT –</b> This presentation shall be a Microsoft PowerPoint document submitted to DBM/OIT only via e-mail attachment and printed in sufficient color hard copies for a DBM/OIT audience. The presentation shall be orally presented in person by the TO Contractor to DBM/OIT and shall provide an overview of the third and final IV&amp;V Corrective Action Plan Compliance Report.</p>	<p>NTP + 175 Calendar Days</p>
2.4.11	<p><b>IV&amp;V Final Corrective Action Plan Compliance Presentation with Agency –</b> This presentation is the finalized version of Deliverable 2.4.10. The agency shall be present for this presentation.</p>	<p>NTP + 182 Calendar Days</p>

## 2.5 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

For each assessment, the TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. These may include, but are not limited to:

- A) The State’s SDLC methodology at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: SDLC. Each agency must demonstrate compliance with the SDLC including creation of SDLC documents.
- B) The State’s IT Security Policy and Standards at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: Security Policy. Each agency must demonstrate awareness of and compliance with the State’s IT Security Policy.
- C) The State’s IT Project Oversight at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: IT Project Oversight.

- D) The State's of Maryland Enterprise Architecture at [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: Maryland Technical Architecture Framework Guiding Principles.
- E) The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute's Project Management Body of Knowledge Guide. TO Contractor's staff and subcontractors are to follow a consistent methodology for all TO activities.

## **2.6 TO CONTRACTOR EXPERTISE REQUIRED**

The TO Contractor's technical TO Proposal(s) must demonstrate a high level of expertise by the TO Contractor in performing an IV&V consistent with Sections 2.2 IV&V Assessment 1 - OCMS and/or 2.3 IV&V Assessment 2 – LOTS Smart Card Upgrade, and the policies, guidelines and methodologies in Section 2.5 Required Project Policies, Guidelines and Methodologies.

In addition, the TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The TO Contractor shall demonstrate, in the technical TO Proposal(s), that expertise is available in-house or through fostered strategic alliances with other firms for providing such services:

## **2.7 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS**

The following personnel minimum qualifications are mandatory for each of the assessments:

A Project Manager with three to five years of experience performing IV&V work on IT development projects comparable in scope, budget and timeframe to OCMS and/or LOTS Smart Card Upgrade.

## **2.8 INVOICING**

Payment will only be made upon completion and acceptance of the deliverables as defined in Section 2.4 Deliverables and Time of Performance.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS Master Contract. Invoices for payment shall contain the TO Contractor's Federal Employer Identification Number, as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed TO Requesting Agency Acceptance of Deliverable form included as Attachment 8, is not submitted.

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

### **2.8.1 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 description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed TO Requesting Agency Acceptance of Deliverable form included as Attachment 8, for each deliverable being invoiced) 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.

## **2.9 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 one of two possible responses: 1) a TO Proposal(s) or 2) a completed Notice to Master Contractors Assessment 1 or Assessment 2 form included as Attachments 10 and 10A respectively explaining why the Master Contractor will not be submitting a TO Proposal(s).

### **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 both assessments shall submit a separate TO Proposal for each assessment. A TO Proposal shall provide the following:

#### **3.2.1 THE TECHNICAL RESPONSE OF EACH TO PROPOSAL SHALL INCLUDE (Submit a separate technical response for each assessment proposed).**

##### **A) Proposed Services**

- 1) Executive Summary: An overview demonstrating the Master Contractor's understanding of the background, purpose, and objectives of the project.
- 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 2.4.3 IV&V Project Status Reports.
- 5) Initial IV&V Project Management Plan: A first iteration of the "IV&V Project Management Plan" deliverable described in Section 2.4.1 IV&V Project Management Plan. The actual deliverable and associated Gantt chart will become the baseline for TO monitoring against the bi-weekly "IV&V Project Status Reports" described in Section 2.4.3 IV&V Project Status Reports.
- 6) Work Breakdown Structure (WBS): A WBS chart showing the IV&V Project Deliverables listed in Section 2.4 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 whom 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.
- F) Proposed Facility
  - 1) Identify Master Contractor's facilities, including address, from which any work will be performed.
- G) State Assistance
  - 1) Provide an estimate of expectation concerning participation by State personnel.
- H) Confidentiality
  - 1) A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

**3.2.2 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 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 two TO Contractors (one for each assessment) will be selected from among all eligible Master Contractors within the appropriate functional area responding to this CATS TORFP. DBM reserves the right to make awards to award both IV&V assessments to one Master Contractor. 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 technical criteria for evaluating a TO Proposal, for both assessments, in descending order of importance.

- A) Qualifications of the Master Contractor's proposed personnel in meeting the minimum qualifications set forth in the Master Contract and Section 2 - Scope of Work of this TORFP.
- B) Qualifications of the Master Contractor in meeting the minimum qualifications set forth in Section 2 - Scope of Work of this TORFP.
- C) Overall understanding of the work required, quality of the approach, schedule and methodology for completing the requirements of this TORFP, and proposed solution.
- D) Experience, capability and references for the Master Contractor and proposed subcontractors.
- E) Reporting mechanism for ensuring that project schedules are met.

### **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 both assessments shall be initiated only upon issuance of a fully executed TO Agreement and Non-Disclosure Agreement, Purchase Order, and by a NTP authorized by the TO Procurement Officer.

## ATTACHMENT 1 - PRICE PROPOSAL FORM

Identification	Deliverable	Proposed Price
2.4.1	IV&V Project Management Plan	
2.4.5	IV&V Final Findings Report	
2.4.8	IV&V Corrective Action Plan	
2.4.9	IV&V Corrective Action Plan Compliance Reports (Upon acceptance of the third of three reports)	
Total Proposed Fixed Price		

\_\_\_\_\_  
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 #F10P6200779 AND #F10P6200780**

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 15<sup>th</sup> of the month following the month that is being reported. For example, the report for January's activity is due not later than the 15<sup>th</sup> 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 15<sup>th</sup> 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

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

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

1. I acknowledge the overall certified MBE participation goal of \_\_\_ percent and, if specified in the TORFP, sub-goals of \_\_\_ percent for MBEs classified as African American-owned and \_\_\_ percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude 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 certified MBE by completing and submitting an MBE Participation Schedule (Attachment D-2) with the TO 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 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

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

Prime TO Contractor (Firm Name, Address, Phone)	Task Order Description
TO Agreement Number _____	
<b>List Information For Each Certified MBE Subcontractor On This Project</b>	
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

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

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 offer submitted in response to TORFP # \_\_\_\_\_, 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. \_\_\_\_\_, 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):

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- 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): _____ <b>Report is due by the 15<sup>th</sup> of the following month.</b>	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:			
<b>List all unpaid invoices over 30 days old received from the MBE subcontractor named above:</b>			
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:**

Robert Krauss, TO Manager DBM/OIT/PMO 45 Calvert Street Annapolis, MD 21401 <a href="mailto:rkrauss@dbm.state.md.us">rkrauss@dbm.state.md.us</a>	Robert Krysiak, TO Procurement Officer DBM/OIT/PLO 45 Calvert Street Annapolis, Maryland 21401 <a href="mailto:oitplo@dbm.state.md.us">oitplo@dbm.state.md.us</a>
--	---

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): __/_____  <b>Report Due By the 15<sup>th</sup> of the following month.</b>	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: _____		
<b>List all payments received from Prime TO Contractor during reporting period indicated above.</b> 1. _____  2. _____  3. _____  <b>Total Dollars Paid: \$</b> _____	<b>List dates and amounts of any unpaid invoices over 30 days old.</b> 1. _____  2. _____  3. _____  <b>Total Dollars Unpaid: \$</b> _____	
Prime TO Contractor: _____		Contact Person: _____

**Return one copy of this form to the following address:**

Robert Krauss, TO Manager DBM/OIT/PMO 45 Calvert Street Annapolis, MD 21401 <a href="mailto:rkrauss@dbm.state.md.us">rkrauss@dbm.state.md.us</a>	Robert Krysiak, TO Procurement Officer DBM/OIT/PLO 45 Calvert Street Annapolis, Maryland 21401 <a href="mailto:oitplo@dbm.state.md.us">oitplo@dbm.state.md.us</a>
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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

## ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS TORFP# \_\_\_\_\_ OF MASTER CONTRACT #050R5800338

This Task Order Agreement (“TO Agreement”) is made this \_\_\_\_ day of MONTH, 2006 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 # F10P6200779 and/or F10P6200780, dated \_\_\_\_\_, 2006, 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 Robert Krysiak. DBM may change the TO Procurement Officer at any time by written notice to the TO Contractor.
  - d. “TO Agreement” means this signed TO Agreement between DBMTO and TO Contractor.
  - e. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_ and whose principal office in Maryland is \_\_\_\_\_.
  - f. “TO Manager” means Robert Krauss of DBM. DBM may change the TO Manager at any time by written notice to the TO Contractor.
  - g. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated MONTH DAY, YEAR of TO Proposal – Technical.
  - h. “TO Proposal – Financial” means the Task Order Contractor’s financial response to the CATS TORFP dated MONTH DAY, YEAR of TO Proposal - Financial.
  - i. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
  - j. “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 supercede the Master Contract.
  - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 - 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 MONTH DAY, YEAR.

### 4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS TORFP and shall not exceed 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 2.9 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

\_\_\_\_\_  
By: Type or Print TO Contractor POC

\_\_\_\_\_  
Date

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

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 or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the 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 5 – LABOR CLASSIFICATION PERSONNEL RESUME  
SUMMARY (CONTINUED)**

Proposed Individual’s Name/Company:	How does the proposed individual meet each requirement?
<b>LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)</b>	
Education: (Insert the education description from the CATS RFP from Section 2.12 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS RFP from Section 2.12 for the applicable labor category.)	
Duties: (Insert the duties description from the CATS RFP from Section 2.12 for the applicable labor category.)	

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

**Master Contractor’s Contract Administrator:**

\_\_\_\_\_  
Signature Date

**Proposed Individual:**

\_\_\_\_\_  
Signature Date

**SUBMIT WITH THE TECHNICAL THE RESPONSE.**

## **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 - TO REQUESTING AGENCY ACCEPTANCE OF  
DELIVERABLE**

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 # \_\_\_\_\_, 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 2.4 DELIVERABLES AND TIME OF PERFORMANCE OF  
THE TORFP.**

## ATTACHMENT 8 - NON-DISCLOSURE AGREEMENT (OFFEROR)

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

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

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

OFFEROR: \_\_\_\_\_ BY: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

**SUBMIT AS REQUIRED IN SECTION 1.7 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 # \_\_\_\_\_ 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.**



**EXHIBIT A**

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

Printed Name and Address  
of Employee or Agent

Signature

Date

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# ATTACHMENT 10 - NOTICE TO MASTER CONTRACTORS ASSESSMENT 1

All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a TO Proposal or TO Proposals to this TORFP. Those Master Contractors deciding not to submit a TO Proposal for either assessment are required to submit the reason(s) why per Section 3.1 Required Response of the TORFP. If you have chosen not to propose to this TORFP, you must complete and email this notice to [oitplo@dbm.state.md.us](mailto:oitplo@dbm.state.md.us). If you are submitting a TO Proposal, we also ask that you take a few minutes and provide comments and suggestions regarding the enclosed TORFP.

TORFP Title:	IV&V Assessment 1: OCMS
TORFP Project Number:	F10P6200779

1. If you have responded with a "not submitting TO Proposal", please indicate the reason(s) below:
  - Other commitments preclude our participation at this time.
  - The subject of the TORFP is not something we ordinarily provide.
  - We are inexperienced in the services required.
  - Specifications are unclear, too restrictive, etc. (Explain in "Remarks" below.)
  - The scope of work is beyond our present capacity.
  - Doing business with the State of Maryland is too complicated. (Explain in "Remarks" below.)
  - We cannot be competitive. (Explain in "Remarks" below.)
  - Time allotted for completion of a TO Proposal is insufficient.
  - Start-up time is insufficient.
  - Bonding/Insurance requirements are too restrictive. (Explain in "Remarks" below.)
  - TORFP requirements (other than specifications) are unreasonable or too risky. (Explain in "Remarks" below.)
  - MBE requirements. (Explain in "Remarks" below.)
  - Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in "Remarks" below.)
  - Payment schedule too slow.
  - Other: \_\_\_\_\_.
2. If you have submitted a TO Proposal, but wish to offer suggestions or express concerns, please use the "Remarks" section below.

Remarks:

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Master Contractor

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

Contact Person: \_\_\_\_\_ Phone \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Email \_\_\_\_\_

**SUBMIT AS REQUIRED IN SECTION 3.1 REQUIRED RESPONSE OF THE TORFP.**

## ATTACHMENT 10A - NOTICE TO MASTER CONTRACTORS ASSESSMENT 2

All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a TO Proposal or TO Proposals to this TORFP. Those Master Contractors deciding not to submit a TO Proposal for either assessment are required to submit the reason(s) why per Section 3.1 Required Response of the TORFP. If you have chosen not to propose to this TORFP, you must complete and email this notice to [oitplo@dbm.state.md.us](mailto:oitplo@dbm.state.md.us). If you are submitting a TO Proposal, we also ask that you take a few minutes and provide comments and suggestions regarding the enclosed TORFP.

TORFP Title:	IV&V Assessment 2: LOTS Smart Card Upgrades
TORFP Project Number:	F10P6200780

1. If you have responded with a "not submitting TO Proposal", please indicate the reason(s) below:
  - Other commitments preclude our participation at this time.
  - The subject of the TORFP is not something we ordinarily provide.
  - We are inexperienced in the services required.
  - Specifications are unclear, too restrictive, etc. (Explain in "Remarks" below.)
  - The scope of work is beyond our present capacity.
  - Doing business with the State of Maryland is too complicated. (Explain in "Remarks" below.)
  - We cannot be competitive. (Explain in "Remarks" below.)
  - Time allotted for completion of a TO Proposal is insufficient.
  - Start-up time is insufficient.
  - Bonding/Insurance requirements are too restrictive. (Explain in "Remarks" below.)
  - TORFP requirements (other than specifications) are unreasonable or too risky. (Explain in "Remarks" below.)
  - MBE requirements. (Explain in "Remarks" below.)
  - Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in "Remarks" below.)
  - Payment schedule too slow.
  - Other: \_\_\_\_\_.
2. If you have submitted a TO Proposal, but wish to offer suggestions or express concerns, please use the "Remarks" section below.

Remarks:

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Master Contractor

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

Contact Person: \_\_\_\_\_ Phone \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Email \_\_\_\_\_

**SUBMIT AS REQUIRED IN SECTION 3.1 REQUIRED RESPONSE OF THE TORFP.**