

## ATTACHMENT 1(A) –TO PRICE PROPOSAL

### IV&V # F \_\_\_\_\_

ID	TO Phase I – Deliverables	Proposed Price	
2.9.2.1	IV&V Kick-Off Meeting		
2.9.2.2	IV&V Project Management Plan		
2.9.2.3	IV&V Project Status Reports		
2.9.2.4	IV&V Draft Findings Report		
2.9.2.5	IV&V Internal Presentation to DoIT		
2.9.2.6	IV&V Final Findings Report		
2.9.2.7	IV&V Findings: Agency Presentation		
2.9.2.8	IV&V Phase II Corrective Action Plan (CAP) – <i>Optional and at sole discretion of DoIT.</i>		
<b>Total Proposed Fixed Price for TO Phase I – Deliverables</b>			
<p><i>The deliverables below are optional and at the sole discretion of DoIT</i></p> <p><i>*Selection of the Assistance Hours (a, b, c, or d) will be determined by DoIT at CAP Meeting(s) and prior to delivery of 2.9.2.8. Price for 2.9.2.9 will not exceed 64 Hours</i></p> <ul style="list-style-type: none"> <li>▪ <i>NOTE – [B] and [C] are fixed prices</i></li> <li>▪ <i>NOTE – [A1], [A2], [A3] &amp; [A4] are evaluated prices</i></li> </ul> <p><i>Multiply each proposed fixed price for [A1], [A2], [A3] &amp; [A4] by .25 (weighted value) for evaluation purposes.</i></p>			
ID	TO Phase II – Deliverables	Proposed Fixed Price	Proposed Price
		Proposed Fixed Price	Evaluated Price = Proposed Fixed Price x .25
2.9.2.9a or * [A1]	IV&V Phase II Assistance (16 Hours)		
2.9.2.9b or * [A2]	IV&V Phase II Assistance (32 Hours)		
2.9.2.9c or * [A3]	IV&V Phase II Assistance (48 Hours)		
2.9.2.9d or * [A4]	IV&V Phase II Assistance (64 Hours)		
2.9.2.10a-c [B]	IV&V Phase II CAP Updates (Upon acceptance of third report, 2.9.2.10c)		
2.9.2.11 [C]	IV&V Phase II CAP Presentation		

<b>Total Proposed Evaluated Price for TO Phase II – Deliverables</b>		
<u>[A1 + A2 + A3 + A4 + B + C]</u>		
<i>TO Phase III is optional and at the sole discretion of DoIT.</i>		
<b>ID</b>	<b>TO Phase III – Deliverables</b>	<b>Proposed Price</b>
2.9.2.12	IV&V Phase III Assistance	
2.9.2.13a-c	IV&V Phase III CAP Updates (Upon acceptance of third report, 2.9.2.13c)	
2.9.2.14	IV&V Phase III CAP Presentation	
<b>Total Proposed Fixed Price for TO Phase III – Deliverables</b>		
<b>TOTAL PROPOSED FIXED PRICE = Sum of TO Phases I-III</b>		

<b>Proposed Labor Categories (For Section 2.9 TBD Project only)</b>	<b>Hourly Labor Rate**</b>

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**\*\*Optional Only - T&M Labor rate to be applied if needed for additional assessment or interviews as needed per Section 2.9. Do not fill out for 2.5, 2.6, 2.7, or 2.8 IV&Vs.**

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Authorized Individual Name (Print)

Authorized Signature

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Company Name

Title

Company Tax ID #

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ATTACHMENT 1(B) –TO PRICE PROPOSAL

**IV&V # F \_\_\_\_\_**

<b>ID</b>	<b>TO Phase I – Deliverables</b>	<b>Proposed Price</b>
2.9.2.1a	IV&V Kick-Off Meeting	
2.9.2.2a	IV&V Findings Meeting & Summary Reports #1	
2.9.2.3a	IV&V Findings Meeting & Summary Reports #2	
2.9.2.4a	IV&V Findings Meeting & Summary Reports #3	
2.9.2.5a	IV&V Findings Meeting & Summary Reports #4	
2.9.2.6a	IV&V Findings Meeting & Summary Reports #5	
2.9.2.7a	IV&V Findings Meeting & Summary Reports #6	
2.9.2.8	IV&V Phase II Corrective Action Plan (CAP) – <i>Optional and at sole discretion of DoIT.</i>	
<b>Total Proposed Fixed Price for TO Phase I – Deliverables</b>		

*The deliverables below are optional and at the sole discretion of DoIT*

*\*Selection of the Assistance Hours (a, b, c, or d) will be determined by DoIT at CAP Meeting(s) and prior to delivery of 2.9.2.8. Price for 2.9.2.9 will not exceed 64 Hours*

- *NOTE – [B] and [C] are fixed prices*
- *NOTE – [A1], [A2], [A3] & [A4] are evaluated prices*

*Multiply each proposed fixed price for [A1], [A2], [A3] & [A4] by .25 (weighted value) for evaluation purposes.*

<b>ID</b>	<b>TO Phase II – Deliverables</b>	<b>Proposed Price</b>
		<b>Proposed Fixed Price</b>
		<b>Evaluated Price = Proposed Fixed Price x .25</b>
2.9.2.9a or * [A1]	IV&V Phase II Assistance (16 Hours)	
2.9.2.9b or * [A2]	IV&V Phase II Assistance (32 Hours)	
2.9.2.9c or * [A3]	IV&V Phase II Assistance (48 Hours)	
2.9.2.9d or * [A4]	IV&V Phase II Assistance (64 Hours)	
2.9.2.10a-c [B]	IV&V Phase II CAP Updates (Upon acceptance of third report, 2.9.2.10c)	
2.9.2.11 [C]	IV&V Phase II CAP Presentation	

<b>Total Proposed Evaluated Price for TO Phase II – Deliverables</b>		
<u>[A1 + A2 + A3 + A4 + B + C]</u>		
<i>TO Phase III is optional and at the sole discretion of DoIT.</i>		
<b>ID</b>	<b>TO Phase III – Deliverables</b>	<b>Proposed Price</b>
2.9.2.12	IV&V Phase III Assistance	
2.9.2.13a-c	IV&V Phase III CAP Updates (Upon acceptance of third report, 2.9.2.13c)	
2.9.2.14	IV&V Phase III CAP Presentation	
<b>Total Proposed Fixed Price for TO Phase III – Deliverables</b>		
<b>TOTAL PROPOSED FIXED PRICE = Sum of TO Phases I-III</b>		

<b>Proposed Labor Categories (For Section 2.9 TBD Project only)</b>	<b>Hourly Labor Rate**</b>

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**\*\*Optional Only - T&M Labor rate to be applied if needed for additional assessment or interviews as needed per Section 2.9. Do not fill out for 2.5, 2.6, 2.7, or 2.8 IV&Vs.**

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Authorized Individual Name (Print)

Authorized Signature

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Company Name

Title

Company Tax ID #

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

**CATS II TORFP #F50B0400041/ F50B0400042/ F50B0400043/ F50B0400044**

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

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

# ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

## FORM D – 1

### CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

**Offerors shall complete and submit a separate Form D-1 (Certified MBE Utilization and Fair Solicitation Affidavit) for each IV&V. If the Offeror fails to submit Form D-1 for any IV&V, the TO Procurement Officer shall reject the Offeror’s entire TO Proposal Package.**

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

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 30% percent and, if specified in the TORFP. I have made a good faith effort to achieve this goal.

OR

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

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

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

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

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

\_\_\_\_\_  
Offeror Name

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

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# ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

## FORM D – 2

### MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE

**Offerors shall complete and submit a separate Form D-2 (MBE Participation Schedule) for each IV&V. If the Offeror fails to submit Form D-2 for any IV&V, the TO Procurement Officer shall reject the Offeror’s entire TO Proposal Package.**

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

**USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED**

### SUMMARY

<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: \_\_\_\_\_

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**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 2**

**MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE (CONTINUED)**

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

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**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 3**

**OUTREACH EFFORTS COMPLIANCE STATEMENT**

In conjunction with the bid or offer submitted in response to TORFP # F\_\_\_\_\_, I state the following:

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

(DESCRIBE EFFORTS)

This project does not involve bonding requirements.

5.  Offeror did/did not attend the pre-proposal conference

No pre-proposal conference was held.

\_\_\_\_\_  
Offeror Name

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 4**

**SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT**

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

Provided that \_\_\_\_\_ is awarded the TO Agreement in  
(Prime TO Contractor Name)

conjunction with TORFP No. F \_\_\_\_\_, it and \_\_\_\_\_,  
(Subcontractor Name)

MDOT Certification No. \_\_\_\_\_, intend to enter into a contract by which the subcontractor shall:

(Describe work to be performed by MBE):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

By:

By:

\_\_\_\_\_  
Prime Contractor Signature

\_\_\_\_\_  
Subcontractor Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

# ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

## FORM D – 5

### MINORITY BUSINESS ENTERPRISE PARTICIPATION - TO CONTRACTOR REPORT

Reporting Period (Month/Year): _____  <b>Report is due by the 15<sup>th</sup> of the following month.</b>	CATS II TORFP #F _____ Contracting Unit: DoIT _____ Task Order Amount: _____ MBE Sub Contract Amt _____ Task Order Begin Date _____ Task Order End Date _____ Services Provided _____
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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.			
<b>Total Dollars Unpaid: \$</b> _____			

\*\*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:**

Tony Ma Department of Information Technology IV&V TO Manager 45 Calvert Street, 4 <sup>th</sup> Floor Annapolis, MD 21401 Tony.Ma@DoIT.state.md.us	MBE Officer Department of Information Technology Procurement Unit 45 Calvert Street, 4 <sup>th</sup> Floor Annapolis, MD 21401 DoIT.MBE@DoIT.state.md.us
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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

# ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

## FORM D – 6

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

Report #: _____  Reporting Period (Month/Year): __/_____  <b>Report Due By the 15<sup>th</sup> of the following Month.</b>	CATS II TORFP #F _____ Contracting Unit: DoIT _____ Task Order Amount _____ MBE Sub Contract Amt _____ Task Order Begin Date _____ Task Order 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. _____  Total Dollars Paid: \$ _____	<b>List dates and amounts of any unpaid invoices over 30 days old.</b>  1. _____  2. _____  3. _____  Total Dollars Unpaid: \$ _____	
Prime TO Contractor: _____		Contact Person: _____

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

Tony Ma Department of Information Technology IV&V TO Manager 45 Calvert Street, 4 <sup>th</sup> Floor Annapolis, MD 21401 Tony.Ma@DoIT.state.md.us	MBE Officer Department of Information Technology Procurement Unit 45 Calvert Street, 4 <sup>th</sup> Floor Annapolis, MD 21401 DoIT.MBE@DoIT.state.md.us
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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS



## ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS II TORFP# F50B0400041 (OWRA)  
CATS II TORFP# F50B0400042 (ECM)  
CATS II TORFP# F50B0400043 (KIS)  
CATS II TORFP# F50B0400044 (TBD)

### OF MASTER CONTRACT #060B9800035

This Task Order Agreement (“TO Agreement”) is made this \_\_\_ of \_\_\_, 20\_\_ by and between **Task Order Contractor (TO Contractor)** and the STATE OF MARYLAND, Department of Information Technology.

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

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

- b. Exhibit A – CATS II TORFP
- c. Exhibit B – TO Technical Proposal
- d. Exhibit C – TO Price Proposal

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

### 3. Time for Performance

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

### 4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS II TORFP and shall not exceed the total amount of the task order. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS II TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is \_\_\_\_\_. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.



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

**TO Contractor Company Name**

\_\_\_\_\_  
Print or Type TO Contractor POC Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

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

STATE OF MARYLAND, **TO Requesting Agency**

\_\_\_\_\_  
Print or Type TO Procurement Officer Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

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

**ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

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

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

\_\_\_\_\_  
Print or Type Name of Authorized Representative and Affiant

\_\_\_\_\_  
Authorized Signature of Representative and Affiant

\_\_\_\_\_  
Date

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## **ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY**

### INSTRUCTIONS:

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

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

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

## ATTACHMENT 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 II RFP from Section 2.10 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS II RFP from Section 2.10 for the applicable labor category.)	
Duties: (Insert the duties description from the CATS II RFP from Section 2.10 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:

**Contractor's Contract Administrator:**

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Proposed Individual:**

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

SUBMIT WITH TO TECHNICAL PROPOSAL - SIGNATURE REQUIRED AT THE TIME OF THE INTERVIEW

## **ATTACHMENT 6 – DIRECTIONS**

### **TO THE PRE-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 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS II Task Order Agreement #ADPICS PO

Dear TO Contractor Contact:

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

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

Sincerely,

TO Procurement Officer

Task Order Procurement Officer

Enclosures (2)

cc: TO Manager

Procurement Liaison Office, Department of Information Technology

Project Management Office, Department of Information Technology

# ATTACHMENT 8 – DELIVERABLE PRODUCT ACCEPTANCE FORM

(Submit one DPAF for each deliverable)

**TO Requesting Agency:**

**TO Agreement Name:** (Example: COM MITS IV&V)

**TO Agreement #:** F \_\_\_\_\_

**DoIT Contact:** Tony Ma, 410-260-6135, Tony.Ma@DoIT.state.md.us (TO Manager)

**TO Contractor:**

**TO Contractor Contact:**

The TO Contractor has submitted the deliverable described below for the above referenced TO Agreement.

Deliverable ID# From Section 2.9.2 of the TORFP	Deliverable Title

**The Information Below Shall Be Filled-In by DoIT**

DELIVERABLE DISPOSITION:

Is accepted.

Is rejected (for reasons indicated below).

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

\_\_\_\_\_  
TO Manager Signature

\_\_\_\_\_  
Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.10 OF THE TORFP.

## ATTACHMENT 9 – 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 Package in response to CATS II TORFP #ADPICS PO for TORFP Project Name. In order for the OFFEROR to submit a TO Proposal Package, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to \_\_\_\_\_. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

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

OFFEROR: \_\_\_\_\_ BY: \_\_\_\_\_  
NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP



## ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

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

### RECITALS

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

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

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

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

damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.

9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
  - a. This Agreement shall be governed by the laws of the State of Maryland;
  - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
  - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
  - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
  - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
  - f. The Recitals are not merely prefatory but are an integral part hereof.

**TO Contractor/TO Contractor's Personnel:**

**TO Requesting Agency:**

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

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

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

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

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

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

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

## ATTACHMENT 11 – LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. \_\_\_\_\_

Name of Contractor \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

### **If the Contract is Exempt from the Living Wage Law**

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

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

### **If the Contract is a Living Wage Contract**

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

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

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

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

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

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

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

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

Witness Signature & Date: \_\_\_\_\_

**ATTACHMENT 12 – TO TECHNICAL PROPOSAL TEMPLATE**



**TASK ORDER (TO) TECHNICAL PROPOSAL  
SUBMITTED IN RESPONSE TO:**

**CONSULTING AND TECHNICAL SERVICES II (CATS II)  
TASK ORDER REQUEST FOR PROPOSALS (TORFP):**

**FOUR AGENCY INDEPENDENT VERIFICATION & VALIDATIONS (IV&V):**

**IV&V 1: ONLINE WORK READINESS ASSESSMENT (OWRA) # F50B0400041**

**IV&V 2: ENTERPRISE CONTENT MANAGEMENT (ECM) # F50B0400042**

**IV&V 3: KIOSK AND INTERNET SERVICES (KIS) UPGRADE # F50B0400043**

**IV&V 4: TO-BE DETERMINED (TBD) # F50B0400044**

**SUBMITTED BY:**

**(INSERT MASTER CONTRACTOR NAME / LOGO)**

## TO TECHNICAL PROPOSAL FORMAT AND INSTRUCTIONS

Each Master Contractor should submit only **one technical proposal**. Each proposal should be printable on 8 ½ x 11" paper, have 1 inch margins, and be single-spaced in a font size no smaller than 10 point. Please number pages and clearly mark sections. The proposal should be organized and indexed in the format indicated below.

### A. TO TECHNICAL PROPOSAL CONTENT

- 1 General
  - 1.1. Executive Summary
    - 1.1.1. Background and Capabilities
    - 1.1.2. State's Purpose and Desired Approach for conducting IV&Vs
  - 1.2. Proposed Methodology
  - 1.3. SDLC Understanding
  - 1.4. General IV&V
    - 1.4.1. Risk Assessment
    - 1.4.2. Assumptions
    - 1.4.3. Three Example Projects
    - 1.4.4. State of Maryland Experience
    - 1.4.5. State Assistance
    - 1.4.6. Confidentiality
- 2 IV&V-Specific Information
  - 2.1. List of IV&Vs
  - 2.2. IV&V #F\_\_\_\_\_ (TITLE)]
    - 2.2.1. IV&V Objectives (Offeror's Interpretation/Understanding)
    - 2.2.2. IV&V-Specific Assumptions
    - 2.2.3. IV&V-Specific Risk
    - 2.2.4. Extra time or work required
    - 2.2.5. Roles and Responsibilities
    - 2.2.6. IV&V Gantt Chart
    - 2.2.7. MBE Participation Forms D-1 and D-2
    - 2.2.8. Conflict of Interest Affidavit and Disclosure
- 3 Proposal Attachments
  - 3.1. Resumes
  - 3.2. TORFP Attachment 5 - Labor Classification Personnel Resume Summary
  - 3.3. TORFP Attachment B: PMI certificate
  - 3.4. TORFP Attachment 2 - Forms D-1 Certified MBE Utilization and Fair Solicitation Affidavit, and D-2 MBE Participation Schedule
  - 3.5. Sample Documents/Templates

Note: All of Section 2.2 must be repeated for each of the 5 IV&Vs being proposed by Master Contractor.

## **1 GENERAL INFORMATION**

General Information (The following sections of the technical proposal apply generally across all IV&Vs and shall NOT name or contain information pertaining to specific IV&Vs under this TORFP).

### **1.1. Executive Summary**

A brief overview describing the Master Contractor's background and capabilities for IV&V performance (TO Technical Proposal Template - Section 1.1.1). This section also shall describe the Master Contractor's understanding of the State's purpose and desired approach for conducting IV&Vs (TO Technical Proposal Template - Section 1.1.2) as noted in the TORFP Sections 2.1 and 2.4.

#### **1.1.1. Background and Capabilities**

Please provide a brief overview describing the Master Contractor's background and capabilities for IV&V performance.

#### **1.1.2. State's Purpose and Desired Approach for conducting IV&Vs**

Please describe the Master Contractor's understanding of the State's purpose and desired approach for conducting IV&Vs as noted in the TORFP Sections 2.1 and 2.4.

### **1.2. Proposed Methodology**

A detailed discussion of the Master Contractor's IV&V methodology. This section shall describe the applicability of the methodology to different system development phases, specifically:

- a. planning / requirements analysis
- b. design / development
- c. testing / implementation

### **1.3. SDLC Understanding**

SDLC Understanding: A brief discussion demonstrating the Master Contractor's understanding of how State agencies should be applying the SDLC methodology to MITDPs (Refer to TORFP Section 2.10).

### **1.4. General IV&V**

#### **1.4.1. Risk Assessment**

Identification and prioritization of risks inherent in producing each IV&V deliverable listed in TORFP Section 2.9.2 and proposed risk responses. This section shall provide a baseline for ongoing risk assessments that are part of the bi-weekly "IV&V Status Reports" deliverable described in TORFP Section 2.9.2 (Deliverable 2.9.2.3). Please include risk item, risk category, probability, impact, priority, and risk response strategy.

#### **1.4.2. Assumptions**

A description of any general assumptions formed by the Master Contractor in developing the TO Technical Proposal.

#### **1.4.3. Three Example Projects**

Provide three examples of projects the Master Contractor and / or Subcontractor have completed that were similar in scope to those defined in this TORFP. Each of the three examples must include a reference complete with the following:

- d. Name of organization for which the work was performed

- e. Name, title, and telephone number of point-of-contact for the reference
- f. Type and duration of contract(s) supporting the reference
- g. The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP
- h. 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

**1.4.4. 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, and if yes, the reason(s) why
- f. Whether any available renewal option was not exercised
- g. The State employee contact person (name, telephone number and e-mail)

**1.4.5. State Assistance**

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

**1.4.6. Confidentiality**

A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed

**2 IV&V-SPECIFIC INFORMATION**

(The following sections of the technical proposal shall pertain to and be organized by specific IV&Vs).

**2.1. List of IV&Vs**

A list of the IV&Vs the Master Contractor is proposing to perform. Please provide minimum set of information in table below.

IV&V Name	Agency	Prime	MBE (Y/N)	SBR (Y/N)	Subcontractor	MBE (Y/N)	SBR (Y/N)

NOTE: Offerors must repeat the TO Technical Proposal Template - Section 2.2 and subsections below for each IV&V. For example, if there are 5 IV&Vs, Section 2.2 should be repeated five times as Section 2.2, 2.3, 2.4, 2.5, and 2.6 respectively.

**2.2. IV&V # F50\_\_\_\_\_ (TITLE)**

For each IV&V listed, the Master Contractor shall cite the corresponding IV&V Objectives from TORFP Section related to IV&V being discussed. The Master Contractor shall describe any IV&V specific assumptions (TO Technical Proposal Template - Section 2.2.2), specific risks (TO Technical Proposal Template - Section 2.2.3), or extra time or work required (TO Technical Proposal Template - Section 2.2.4) to achieve the Objective.

**2.2.1. IV&V-Objectives (Offeror’s Interpretation/Understanding)**

The Master contractor shall cite the corresponding IV&V Objectives and describe its understanding of the work to be performed.

**2.2.2. IV&V-Specific Assumptions**

The Master contractor shall describe any IV&V specific assumptions here for specific IV&V.

**2.2.3. IV&V-Specific Risk**

The Master contractor shall describe any IV&V specific risks. Please include risk item, risk category, probability, impact, priority, and risk response strategy in accordance to PMI standards.

**2.2.4. Extra time or work required**

Master contractor shall describe any extra time or work required to achieve the Objective for specific IV&V.

**2.2.5. Roles and Responsibilities**

For each IV&V the Master Contractor is proposing to perform, provide the following information on proposed personnel:

- a. Roles and Responsibilities Matrix of individual on the project. Identify all proposed contractor personnel, subcontractor personnel, including MBEs, and their full roles in the performance of the proposed work. See example table below.
- b. Resumes for all proposed personnel including subcontractor (place into TO Technical Proposal Template - Section 3.1). The resume(s) for the IV&V Project Manager described in TORFP Section 2.12 shall be clearly designated as such and be accompanied by a copy of that individual’s PMI certificate (TORFP Attachment B). The PMI certificate shall serve as objective proof that the minimum qualification in TORFP Section 2.12 is met. Submit only one resume for each proposed personnel and indicate roles on resume.
- c. Provide the names and titles of all key management personnel who shall be supervising the proposed personnel.
- d. Complete and provide TORFP Attachment 5 - Labor Classification Personnel Resume Summary – for all proposed personnel and place in TO Technical Proposal Template - Section 3.2

Resource Name	IV&V Project Role	Company	Sub (Y/N)	MBE (Y/N)	IV&V Responsibilities



### **2.2.6. IV&V Gantt Chart**

A Microsoft Project Gantt chart showing the specific IV&V Project Deliverables listed in TORFP Section 2.9.2, broken down into sub-tasks and time frames required to produce each deliverable. This chart shall be the first iteration of the Gantt chart described in TORFP Section 2.9.2 (Deliverable 2.9.2.2). The chart shall show actual personnel assigned and work hours estimated, for each sub-task.

### **2.2.7. MBE Participation Forms D-1 and D-2**

For each IV&V the Master Contractor is proposing to perform, submit completed MBE documents TORFP Attachment 2 - Forms D-1 Certified MBE Utilization and Fair Solicitation Affidavit, and D-2 MBE Participation Schedule.

### **2.2.8. Conflict of Interest Affidavit and Disclosure**

For each IV&V the Master Contractor is proposing to perform, submit completed Conflict of Interest Affidavit and Disclosure form included as TORFP Attachment 4.

## **3 PROPOSAL ATTACHMENTS**

### **3.1. Resumes**

Attach all resumes of personnel proposed in TO Technical Proposal Template - Section 2 as per Resume Format (See TORFP Attachment 13). Please only have one copy of resume for an individual if they are being proposed for multiple IV&Vs. Please identify the IV&Vs and IV&V Project role in the Resume Format.

### **3.2. TORFP Attachment 5 - Labor Classification Personnel Resume Summary**

Attach TORFP Attachment 5 – Labor Classification Personnel Resume Summary for all resumes of personnel proposed in Section 2.

### **3.3. TORFP Attachment B: PMI certificate**

Attach TORFP Attachment B – PMI Certificate for all PMI Certified personnel.

### **3.4. TORFP Attachment 2 - Forms D-1 Certified MBE Utilization and Fair Solicitation Affidavit, and D-2 MBE Participation Schedule**

Attach TORFP Attachment 2 (Forms D-1 & D-2) for MBEs.

### **3.5. Sample Documents/Templates**

Attach other documentation the Master Contractor wishes to provide to DoIT as part of their response to the TORFP.

## ATTACHMENT 13 – RESUME FORMAT

### RESUME

Provide the following information for the key personnel in Section 2 of the TO Technical Proposal. Follow this format for each person.

NAME	IV&V PROJECT(S)/IV&VROLE(S)		
COMPANY			
EDUCATION / TRAINING <i>(Begin with baccalaureate or other initial professional education.)</i>			
INSTITUTION AND LOCATION	DEGREE <i>(if applicable)</i>	YEAR(s)	FIELD OF STUDY

#### A. Select IV&V, QA or related Technical Experience

[Company/Organization] [Project Name (Optional)] [Title/Role] [Period of Employment/Work] [Location (Optional)]	<i>Description of Work...</i>
[Company/Organization] [Project Name (Optional)] [Title/Role] [Period of Employment/Work] [Location (Optional)]	<i>Description of Work...</i>

#### B. Other Related Experience

#### C. Positions and Employment

EXPERIENCE: Concluding with present position, list, in chronological order, previous employment.

*Example:*

01/2008 – Present      *Project Manager, Company ABC*  
 01/2007 – 01/2008      *Project Lead, Company ABC*  
 01/2006 – 01/2007      *Developer, Company XYZ*

## ATTACHMENT 14 – IV&V Sensitive Data Policy

### Scope

This policy covers DoIT's policy for the storage and transmission of all IV&V sensitive data, regardless of the medium.

### Purpose

The purpose of this policy is to provide all Maryland Agencies, IV&V Contractor(s), and any personnel involved in an IV&V project with the assurance that information gathered and opinions developed on the health of the project undergoing an IV&V are safely held and securely transmitted throughout IV&V project activities as defined by DoIT. It provides DoIT, Agency and IV&V Contractor personnel with the standards for handling of IV&V sensitive data including findings and recommendation data.

### Definition

- **Confidential Information:** Non-public information that if disclosed could result in a high negative impact to the State of Maryland, its' employees or citizens and may include information or records deemed as Private, Privileged or Sensitive.
- **Project identifiable information (PII):** Used in DoIT's IV&V methodology to refer to information that can be used to uniquely identify or connect to a single project or can be used with other sources to uniquely identify a single project. The information may include individual or combination of data elements including: Contract Number, Task Order number, Purchase Order, Project Name, Project Acronym, Agency, Project Start and End Dates, Project Manager or Team members, and project code.
- **IV&V Sensitive data:** IV&V sensitive data is defined as confidential information and includes all electronic or paper document forms related to the IV&V findings and recommendations. It includes the draft findings report, final findings report, internal presentation, agency presentation materials, and derivatives of these artifacts which contain project identifiable information.

### Policies & Procedures:

#### Watermarking

All IV&V sensitive data is confidential information and shall be clearly marked as "Confidential". This is to include findings report (draft & final), presentations (internal & Agency), or derivatives of these artifacts which contain specific project identifiable information for a particular IV&V.

#### Access to IV&V sensitive data

Only those Agency, IV&V Contractor, and DoIT personnel with explicit need-to-know and other individuals for whom an authorized Maryland State official has determined there is a mission-essential need-to-share and the individual has signed a non-disclosure agreement will have access to IV&V sensitive data.

Physical access controls must be in place for access to IV&V sensitive data. Physical access controls may depend on DoIT, Agency, and IV&V Contractor's individual facilities. They would include:

- Data Centers;
- Areas containing servers and associated media;
- Networking cabinets and wiring closets; and
- Operations and control areas.

Access to data centers and secured areas where IV&V sensitive data is stored will be granted for those employees, contractors, technicians and vendors who have legitimate business responsibilities on the IV&V. Authorization should be:

- Based on frequency of need for access;

- Approved by the manager responsible for the IV&V at the respective organization. The IV&V TO Manager must be informed of all personnel granted access.

Each individual having access to IV&V sensitive data is responsible for:

- Ensuring that all portable storage media such as hard drives, flash media drives, diskettes, magnetic tapes, laptops, PDA devices, DVDs and CDs are physically secured;
- Ensuring proper environmental and physical controls are established to prevent accidental or unintentional loss of IV&V sensitive data residing on IT systems;
- Ensuring that any physical access controls are auditable.

Distribution within IV&V Project Team

The IV&V TO Manager will manage, and directly deliver controlled and tracked paper copies of IV&V sensitive documents which are stamped Confidential. Electronic file transmission method of IV&V sensitive data via email is strictly prohibited. All electronic file transmission methods must be secure and encrypted. Examples include a secure site with password protection and access restriction to electronic files for individuals authorized to access IV&V sensitive data.

All request for paper or electronic files must be requested through the IV&V TO Manager and approved prior to granting of access to paper or electronic file.

Storage

Physically controlled access to and securely stored information system media, both paper and digital, based on the “Confidential” classification of the information recorded on the media. Storage is prohibited on portable devices unless prior written approval from IV&V TO Manager has been granted. Approved storage on portable devices must be encrypted; kept from view by unauthorized individuals; protect against viewing while in use and when unattended, store in locked desks, cabinets, or offices within a physically secured building.

Redacted IV&V sensitive data

For training and lessons learned purposes only, IV&V sensitive data may be redacted and all project identifiable information removed from paper and electronic copies. All requests to create redacted IV&V sensitive data for paper or electronic copies must be made to the IV&V TO Manager and approved prior to redaction. A copy of the final versions of the redacted information will be provided to the IV&V TO Manager for review and approval.

**Questions about this policy**

If you have questions about this policy, please contact the IV&V TO Manager at Tony.Ma@DoIT.state.md.us.

**Policy adherence**

Failure to follow this policy can result in disciplinary action including, but not limited to, termination of IV&V contract.

I EXPRESSLY ACKNOWLEDGE THAT I HAVE READ THIS POLICY AND UNDERSTAND THE POLICIES, PROCEDURES, OBLIGATIONS, AND CONDITIONS SET FORTH HEREIN. BY SIGNING, I EXPRESSLY CONSENT TO BE BOUND BY DOIT’s IV&V SENSITIVE DATA POLICY SET FORTH.

**TO Contractor/TO Contractor’s Personnel**

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

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

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

**EXHIBIT A**

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

Printed Name and Address  
of Employee or Agent

Signature

Date

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