



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

**COMPASS SYSTEM DATABASE DEVELOPMENT WITH
WEB SERVICES AND DATA MIGRATION**

CATS TORFP PROJECT K00P9200107

**DEPARTMENT OF NATURAL RESOURCES
INFORMATION TECHNOLOGY SERVICE**

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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 the TO Agreement. See Section 2.8 for information on change orders.

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

1.2 TO AGREEMENT

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

1.3 TO PROPOSAL SUBMISSIONS

The TO Manager will not accept submissions after the stated date and exact time. The time will be local time as determined by Department of Natural Resources' (DNR) e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #K00P9200107. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP # K00P9200107 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP #K00P9200107 Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 2 - MBE Forms D-1 and D-2
- Attachment 4 - Conflict of Interest and Disclosure Affidavit

1.4 ORAL PRESENTATIONS/INTERVIEWS

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

1.5 MINORITY BUSINESS ENTERPRISE (MBE)

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

1.6 CONFLICT OF INTEREST

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

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

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at Department of Natural Resources, Information Technology Service, 580 Taylor Avenue, D-4, Annapolis, MD 21401. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

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

1.8 LIMITATION OF LIABILITY CEILING

Pursuant to Section 28(C) of the CATS Master Contract, the limitation of liability per claim under this TORFP shall not exceed the TO Agreement amount established.

1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

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

Attachment 12 is a sample of the TO Contractor Self-Reporting Checklist template. DoIT will send checklists out to applicable TO Contractors approximately three months after the Notice To Proceed (NTP) date for a TO Agreement, and approximately every six months thereafter. The TO Contractor awarded the TO Agreement shall complete and return the TO Contractor Self-Reporting Checklist within two weeks of receipt as instructed on the checklist.

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE AND BACKGROUND

2.1.1 PURPOSE

The Department of Natural Resources (DNR) is securing the services of a CATS Master Contractor to implement Phase 1 development of COMPASS and enhance the Department's Customer Oriented Information Network (COIN). COMPASS will be our new, web-based outdoor customer service delivery system that will eventually replace COIN. Deliverables of this project include the development of the COMPASS database in SQL; the migration of data from COIN into the new database with associated testing and process verification; and associated web services allowing multiple front ends and web site interfaces with the first being COIN. Web services will be used to allow for customer access through a contractor developed web interface for information verification and correction.

2.1.2 REQUESTING AGENCY BACKGROUND

The Department of Natural Resources is the cabinet level agency with a mission to preserve, protect, enhance and restore Maryland's natural resources for the wise use and enjoyment of all citizens. The Department's Information Technology Service provides centralized IT support including: DNR's Headquarters and statewide Wide Area Network and Local Area Networks; customer and technical support services to the individual user level statewide; custom applications development; DNR's Internet and Intranet web sites; and support for DNR's two-way radio system and other public safety communications needs. It also includes the Licensing and Registration Service which services external customers through functions such as issuance of sport hunting and fishing licenses, commercial fishing licenses, and boat titling and registration. This TORFP will enhance our current system and the Information Technology Service's ability to better support the Licensing and Registration Service.

2.1.3 PROJECT BACKGROUND

DNR's Information Technology Service is moving quickly to replace its current computerized system, developed by a third party in 1996, for the licensure for recreational and commercial anglers, hunters, off-road vehicles, the titling and registration of vessels and other functionality in the State. The Department's current system, Customer Oriented Information Network or COIN, employs obsolete technology and processes that are no longer used in systems of similar scope deployed by sister natural resource agencies in North America. Data integrity is a serious, constant issue as the majority of customer purchases and related information does not filter to COIN's central database for 24 to 72 hours post purchase. Many of the data integrity issues start with incomplete or incorrect data captured by our sports license agents and result in our inability to properly validate license information in the field.

To modernize our customer service delivery and data collection processes, a plan to replace COIN with a new, web-based system that will employ real-time data collection and utilization has been adopted. This multi-phased project will result in our new system, tentatively called COMPASS. Our intended first phase is the development of the COMPASS database; migration of COIN data to the new database; and web services to support the validation and correction of customer data by both DNR employees and the customers themselves. DNR also intends to keep the COMPASS database current by linking it to the current COIN database or system for transaction posting as part of this project.

In subsequent phases of this project, DNR will provide other service providers a copy of the COMPASS database, linked to the DNR master copy, to support the specific modules awarded to them. These satellite database(s) will be used to validate current information against the database and capture new transaction which will be replicated to the master database for nearly real-time posting.

The benefits of COMPASS, once all phases are completed, will be invaluable to today's DNR. COMPASS will fulfill our need for accurate current data to administer customer service functionality and maintain a historical profile of each customer and their activities that is imperative for holistic resource management. COMPASS will

give us the flexibility to increase our offerings to our customers and provide better service throughout the agency, which is our most important goal.

Currently, the COIN production database resides on a SQL Server 2000 server physically located at DNR Headquarters in Annapolis. The database contains approximately 120 tables with 1100 columns. DNR staff use this database to perform centralized business and system functions to support the daily operation of COIN.

DNR is responsible for maintaining the COIN production database with respect to the typical administration duties of performance measurement, tuning, etc. The support contractor provides database table changes to DNR via scripts as part of application fixes or enhancements. The DNR Database Administrator (DBA) then executes the scripts to make the actual changes to the production database.

COMPASS is being designed to be both flexible and highly scalable with robust core functionality and several modules using its core functionality and processes to conduct specific business, scientific or customer service delivery processes. The functional specifications relevant to this phase of COMPASS development will be available for read-only access at DNR Headquarters to interested vendors upon request to the TO Procurement Officer.

2.2 TECHNICAL REQUIREMENTS

DNR desires that work for this TORFP conform to the following standards:

- Use Microsoft .Net Framework 2.0 or higher for web services
- Use Microsoft SQL 2005 Enterprise Edition 64-bit or higher for database activities
- Run on Microsoft Windows Server 2003 R2 Enterprise Edition 64-bit or higher (Windows Server 2008 will be released soon)
- Reference already developed functional specifications for COMPASS. (available for read-only access at DNR Headquarters to interested vendors upon request to the TO Procurement Officer due to sensitivity to future procurements for COMPASS development)

2.2.1 FUNCTIONAL REQUIREMENTS

The TO Contractor will grant DNR ownership of resulting database, web services, utilities, migration plan, web interfaces and source code associated with this project.

Database Development and Web Services:

DNR desires the TO Contractor to develop a new database with tight constraints and processes for the storage of clean licensing and registration customer data that was migrated from COIN. The current COIN database and structure are available for reference, but DNR does not believe this schema or structure should be copied or duplicated in a new database. COIN consists of 122 different tables that are used for data and process storage with the most pertinent tables detailed below for reference (Table 1). This project does not involve changes, modifications or any impacts to the current COIN schema; COIN will not be modified because of this project.

Table 1: COIN Tables List

Module	Coin Table Name	Description	Migrate
Administrative	c_category	Module Number lookup	
Administrative	c_dataitem	Description of Data Elements	
Administrative	s_seqgen	Sequence control for all system assigned numbers	
Administrative	t_batch_detail	Controls batch printing	
Administrative	t_batch_master	Controls batch printing	
Administrative	t_fee	Fee Schedule - all items - all years	Yes

Administrative	t_item_funding	Revenue Allocation Instructions	Yes
Administrative	t_remoteware	Remoteware Activity Log	
Agent Inventory	t_representative_inventory	RSC Inventory Control of Stock Items	
Agent Inventory	t_tsfr_to_reps	Identifies Tables Downloaded to Agents	
Boating	t_boat_number	Boat Number Assignment Log	
Boating	t_boat_seq	Control for Boat Number sequence number	
Boating	t_boat_use_code	Use Code Lookup	Yes
Boating	t_vessel	Boat Master	Yes
Boating	t_vessel_history	Raw Boat Data migrated from mainframe	Yes
Boating	t_vessel_lien	Vessel Lien Master	Yes
Boating	t_vessel_owner	Vessel to Customer Relationship	Yes
Boating	t_vessel_registration	Vessel Registration Log	Yes
Boating	t_vessel_title	Vessel Title Log/Master	Yes
Boating	t_vessel_transaction	Vessel to Transaction Relationship	Yes
Commercial Fishing	t_commercial_license	Commercial Fishing License Master (active)	Yes
Commercial Fishing	t_commercial_license_history	Commercial Fishing License Master (history)	Yes
Commercial Fishing	t_commercial_transfer	Com. Fishing Transfer Log	Yes
Commercial Fishing	t_commercial_transfer_items	Com. Fishing Transfer to License Relationship	Yes
Commercial Fishing	t_cust_commercial_waitlist	Wait list for Commercial Fishing Licenses	Yes
Commercial Fishing	t_cust_waterman	Waterman Beneficiary Master	Yes
Customer	t_cust_transactions	Customer to Transaction Relationship	Yes
Customer	t_customer	Customer Master	Yes
Customer	t_customer_address	Customer Addresses	Yes
Customer	t_customer_admin	Customer Administrative Actions	Yes
Customer	t_customer_type	Customer Type Code Lookup	
Fiscal: EFT/Payments	t_eft	EFT Master/Log	
Fiscal: EFT/Payments	t_journal	RSC Payment Due Journal	
Fiscal: EFT/Payments	t_payment	RSC Payment Received Log	
Fiscal: EFT/Payments	t_prepaids	Prepaid Transaction Master	Yes
Investigations	t_investigation_notes	Investigation Notes	Yes
Investigations	t_investigations	Investigation Master	Yes
Lookup	c_i_itemval	General Integer Codes	Yes
Lookup	c_s_itemval	General Alphabetic Codes	Yes
Lookup	c_stream_code	Stream Codes	Yes
Lookup	MarylandCities	Md City/Zip/County Code	Yes
Lookup	StateCodes	State Codes	Yes
Lookup	t_item	Item Properties	Yes
Lookup	t_zip_city_state_county	City/State/Zip	Yes
Representative	c_dealer	Boat Dealer Master	Yes
Representative	t_chain_representative	Representative to Chain Relationship	Yes
Representative	t_co_owners	Representative Co-Owners	Yes
Representative	t_dealer	Boat Dealer Details	Yes
Representative	t_dealer_demotag	Demo Boat Registration Log	Yes

Representative	t_dealer_license	Boat Dealer License Log	Yes
Representative	t_dealer_type	Boat Dealer Type Master	Yes
Representative	t_representative	Representative Master	Yes
Representative	t_representative_eft	Representative EFT Request Log	
Representative	t_representative_poc	Representative Points of Contact Master	Yes
Representative	t_representative_role	Representative Roles	Yes
Sport License	t_hip	HIP Data Transfer Log	
Sport License	t_message	Correspondence Log for Sport License Agents	
Survey	t_question_sequence	Survey Control	Yes
Survey	t_survey_question	Survey Questions	Yes
Transactions	t_tran_log		
Transactions	t_transaction	Transaction Master	Yes
Transactions	t_transaction_counter		
Transactions	t_transaction_item	Transaction Details	Yes
Transactions	t_transaction_survey	Survey Answers	Yes
Transactions	t_transaction_vehicle	Off Road Vehicle Permits	Yes

Please note that DNR is only presenting COIN's structure for informational purposes as we believe there are more efficient ways to structure and build such systems. DNR is relying on the contractor to present the best methods possible for new database development based on our clear picture of the ultimate natural resources customer service delivery system. The proposed database will employ industry standard development procedures to maintain an evergreen solution that will be able to grow with DNR's changing and expanded mandates for natural resource conservation and management. Design should allow transactions to post from multiple modules, front ends and back end processes as well as be migrated from external databases that may not possess the same quality constraints. Any data that does not migrate or transactions that do not post should be moved to a 'staging area' for DNR staff to correct and attempt to post to the new database.

Web services are vital to a database that will be part of a web-based system; especially one with a modular approach. Web services allow for data to be added, updated and managed through web interfaces to the database. Thus this database development and the other deliverables in this project depend on the contractor developing web services to allow customer to use the Internet and specified web site to help us. Those developed for this project should take advantage of the web service features available in Microsoft SQL Server version among others commonly use for customer service and transaction processes system.

DNR expects the TO Contractor to educate ITS staff on the database structure, web service maintenance and creation, utilities and other aspects so we can maintain the database once this project ends. Training will be limited to 5 ITS staff members that are involved in this system's management.

Data Migration:

Data migration will be the process of transferring legacy data from COIN to the new database built by the TO Contractor. Data migration, for this project, should be performed programmatically to achieve an automated migration, freeing up project resources from tedious tasks. Only when a record or data set will not migrate completely should it be sent to a staging area for DNR staff attention; the TO Contractor is not responsible for correcting data problems.

To achieve an effective data migration procedure, data on COIN should be mapped to the new system providing a design for data extraction and data loading. The design will relate legacy data formats to the new system's formats and requirements.

After loading into the new system, results are subjected to data verification to determine whether data was accurately translated, complete, and supports processes in the new system. During verification, there may be a need

for a parallel run of both systems to identify areas of disparity and forestall erroneous data loss. DNR would like the new COIN transactions to be added to the new database on a scheduled basis to keep both databases in sync.

This project should employ automated and manual data cleaning during migration to improve data quality, eliminate redundant or obsolete information, and match the requirements of the new system. DNR will be responsible for any manual data cleaning efforts.

To summarize, a possible migration plan for this project may include the following steps:

- Analyze and define source structure (structure of data in the legacy system)
- Analyze and define target structure (structure of data in the new system created during this project)
- Perform field mapping (mapping between the source and target structure with data cleansing, if necessary)
- Define the migration process (automated vs. manual)
- Create data extractions from the legacy system
- Cleanse the data extractions according to mapping guidelines
- Import the data extractions into the new system using that system's import feature
- Move any non-migratable records to staging area for DNR action.
- Verify and test samplings of the data in the new system by comparing data reports to the old system

The actual steps used in the implementation of the plan developed between DNR and the TO Contractor may vary from those presented above as DNR will rely on the expertise of the contractor for a viable data migration process.

Web-based Interface Creation and Use:

A by-product of the design of DNR's current licensing system is the occurrence of duplicate customers in the COIN database. COIN is a hybrid system with DNR offices processing transactions in real-time and Sports License Agents operating in a store-and-forward mode. Sports License Agents have no way of identifying repeat customers at their terminals; and if they transpose some digits in the customer's driver license or other identifier COIN will create a new customer record. Home-grown 'sniffing' programs are currently used to identify such occurrences, but they cannot catch them all. The primary objective of this project is to give DNR a clean customer database with robust data-quality constraints.

DNR will not be able to do this process without involving our customers. This project involves using the web services created with the new database to create a web site to allow customers to log on, after invitation, to review, update and verify their information stored by DNR. This process has been used by various financial institutions with the same goal. As DNR has never deployed a project like this, we would like vendors to propose the best methods for this practice.

2.2.2 PROJECT APPROACH

The TO Contractor shall perform all work following the Project Management Institute's Structured Project Management Methodology with supporting documentation accompanying each task and sub-task.

TO Contractor will employ sound project management and development processes to deliver a functional, scalable and flexible database with associated web services to allow web-based access and correction of data, along with associated web services; a successful, repeatable and verifiable data migration; and the ability to keep the developed database current through, replication or other means, independent of the number of front end interactions or connections with robust data integrity measures in place.

TO Contractor is expected to mentor DNR staff (approximately 5) through all deliverables of this project and provide detailed documentation on the database schema. The staff will participate in the design, development and deployment and become technical experts for enhancements, additions and support following completion.

2.2.3 DELIVERABLES

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

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

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

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

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 9). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.6 Invoicing).

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.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) Present information that is relevant to the Section of the deliverable being discussed.

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

2.2.3.1 Deliverable A: COMPASS Database and Web Services Development

- COMPASS Database Schema – TO Contractor will provide an electronic copy of the new database schema to DNR.

- Fully Functional COMPASS Database – TO Contractor will provide a new database that will accept transactions, store data, recall stored data and be available to other interactions through web services.
- Web Services – TO Contractor will deliver, with the database, all web services and utilities needed to allow separate modules and web interfaces to interact with the database for transaction processing, customer service functionality and data verification services.
- Staff Training and Documentation – TO Contractor will provide all documentation and training necessary for DNR to maintain, enhance and operate database upon project completion. Staff to be trained will be approximately 5 and can be done through mentoring or creating of detailed user guides to accompany the schema. DNR does not envision that classroom-style formal training is necessary for this project.

2.2.3.2 Deliverable B: Migration of COIN Data into COMPASS Database

- All transactions recorded in the COIN database will be moved to the COMPASS database and stored in a manner that they may be retrieved and interpreted as they are in COIN. Transactions that do not make the migration will be held in a staging area for DNR review and action.
- All clean data elements stored in the COIN database will be moved to the COMPASS database in such a manner as to accurately reflect the same information maintained by COIN. Data elements that do not make the migration will be held in a staging area for DNR review and action.

Figure 1 describes the process envisioned by DNR for data migration, improvements and efficiencies in productivity by the contractor will be considered:

Given that the COIN database has few constraints, it's easy to understand that inaccurate and incomplete entries have been recorded in this database. The COMPASS database will be much tighter, with numerous constraints that will not accept inaccurate and incomplete entries. Therefore, there will be problems migrating some of the COIN data into the COMPASS database. DNR believes the bulk of COIN data will migrate without problem, once the data mapping is worked out. The remainder, estimated at 15% of the database, will require some improvement before it can be successfully migrated, which will be managed by DNR. Therefore, a two step process will be needed.

The first step will be to build an unconstrained “transient” or “staging” database into which every row of COIN data is migrated.

The second step will be a reiterative process of moving the data from the “transient” database to the fully constrained COMPASS database. Numerous processes must be developed with the help and guidance of DNR (including but not limited to Deliverable C, listed below) to correct and repair the data remaining in the “transient” database.

The restructuring of the data, from the COIN format to the COMPASS format can be done in either step.

Data constraints and edits placed in the new database should solve current problems with our data quality. Currently we have problems are inaccurate driver license information, incomplete or missing address, no telephone numbers and blank customer names. We expect to define the full array of constraints and edits needed for this project during requirements gathering. Examples of the constraints and edits we are considering follows:

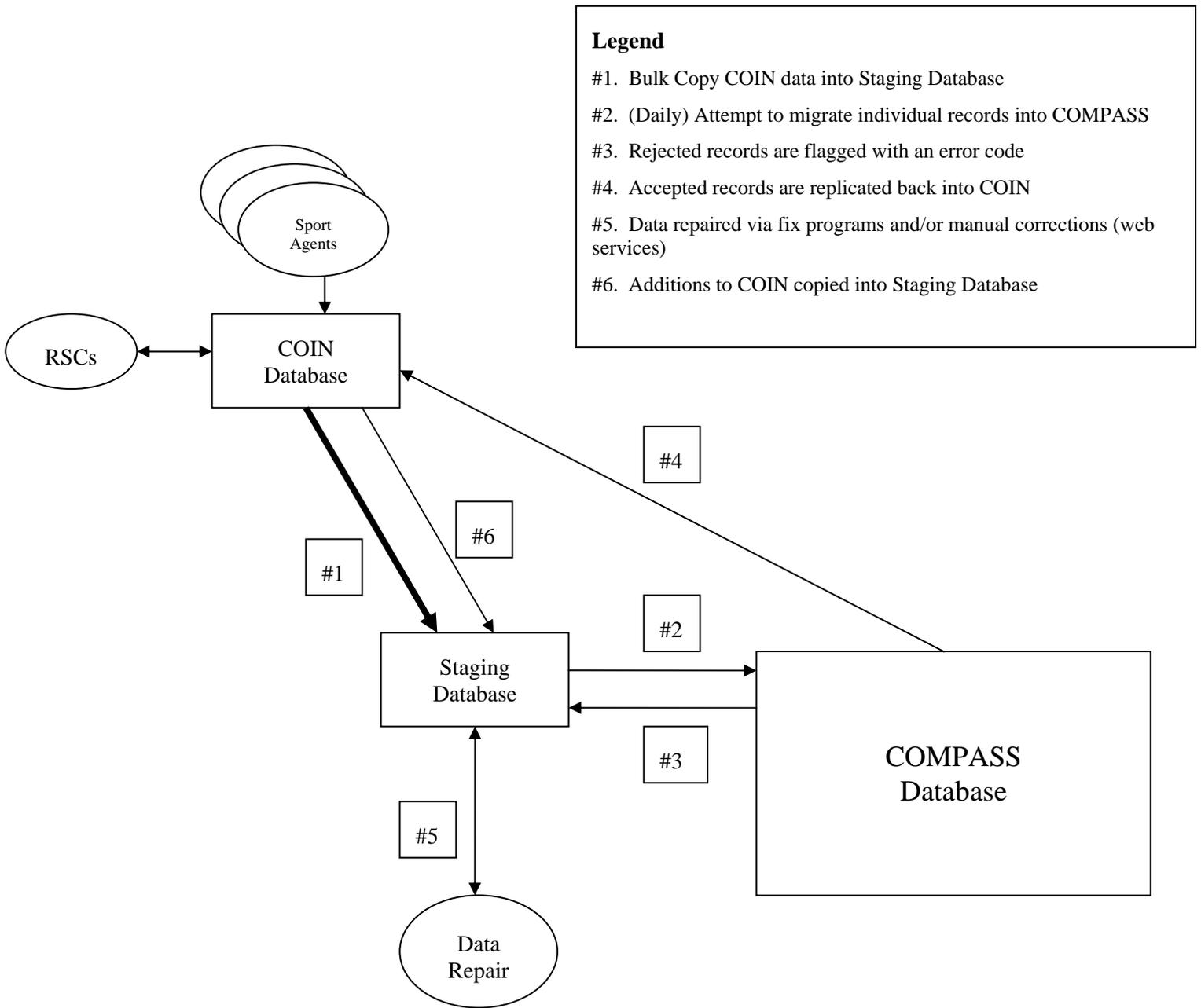
- Referential Integrity

- Entry of only valid MD County Codes
- Entry of only valid State Abbreviations
- Entry of only valid MD Boat Numbers
- Data Quality Constraints
 - Allow collection full legal names
 - Allow collection of full, valid addressed
 - Allow collection of telephone numbers
 - Allow for collection of Social Security Numbers with privacy measures
 - Entry of Driver License State controls format of Driver License Number
 - If the field is controlled by a drop down, do not allow users to enter over the drop down

Migration is complete when 100% of the data has been verifiably moved to the new database, or the remaining unmoved data has been determined by DNR to be beyond repair and DNR will decide how to handle these records.

Once the new database is operational and the legacy system data has migrated, DNR would like the legacy system to essentially become a front end for the new database. Therefore any transactions processed by COIN will need to be migrated or posted into the new database through a set of procedures on a set timeframe. Future data corruptions of corrected data passed from the new database to COIN will be protected by existing edits in the COIN system. For example, if we correct customer address information in COIN after the verification process and a customer purchases a new license and the sports license agent miskeyed their street address. COIN's corrected data will be safe because address information is not updated when transactions are processed through our sports license agents. Even though we have these protections for preserving customer data contained in COIN, DNR would like to work on the TO Contractor to determine the best methodology to accomplish this until COIN is retired and DNR's new replacement system is operational.

Figure 1: Potential Migration Map



2.2.3.3 Deliverable C: Creation of web-based interfaces for record data correction and verification

DNR’s most pressing problem with our 4 million records is the integrity of our customer information. The COIN database has incomplete names, bad addresses, or blank entries because the driver license was not recognized. Addresses that customers enter for new purchases from year to year are not kept in the database but discarded during transaction acceptance in the production database. This data is extremely valuable and we need a web-based solution as part of the new COMPASS database to involve our customers to ‘clean-up’ their data. DNR envisions providing access to invited customers with a 2 part key consisting of the license number from their most recent license year or season and a unique identifier to log on to the interface to view and correct their data. This corrected data will go to the “transient” staged database for verification and acceptance in both databases.

2.2.4 DELIVERABLE/ DELIVERY SCHEDULE

ID	Deliverables for 2.2.3	Expected Completion: * NTP = Notice to Proceed
2.2.2.1	Deliverable A: Database and Web Services Development	NTP* + 36 Calendar Days
	<input type="checkbox"/> A1: Database Schema	
	<input type="checkbox"/> A2: Database	
	<input type="checkbox"/> A3: Web Services	
	<input type="checkbox"/> A4: Training and Documentation	
2.2.2.2	Deliverable B: Migration of COIN Data into COMPASS Database	NTP* + 180 Calendar Days
	<input type="checkbox"/> B1: Migration Plan	
	<input type="checkbox"/> B2: Migration Execution	
	<input type="checkbox"/> B3: Testing/Verification	
2.2.2.3	Deliverable C: Creation of web-based interfaces for record data correction and verification	NTP* + 140 Calendar Days
	<input type="checkbox"/> C1: Development	
	<input type="checkbox"/> C2: Testing/Approval	
	<input type="checkbox"/> C3: Deployment	

Warranty:

Offerors are required to provide in proposals to this TO RFP a schedule (section 3.2.1, A, 6) an appropriate time for acceptance review and approval. If it is determined that the scheduled performance period does not allow sufficient time for DNR to verify all system services, then the TO Contractor shall warrant the system and services for an additional period guaranteeing that the system is free from performance problems and meetings all specifications as defined in the Contract. Should DNR encounter performance problems or discover specifications have not been met, the TO Contractor shall rectify the performance problem or complete the specification to DNR’s satisfaction at no cost to DNR within two (2) weeks or as directed by DNR. Any warranty period shall begin upon (1) the conclusion of the Performance Period, and (2) system and services acceptance and signoff. Length of any warranty period will be decided at the beginning of the specified performance period. The length of the warranty will be based on when the applications are initially installed or upgraded, and business process take place.

During the performance period, DNR will test the functionality and integration system and services to ensure that the requirements of the system have been met according to the following objectives:

- a) testing of new database functions;
- b) validate data migration process and completeness;
- c) confirm accuracy of new database;
- d) confirm integrity of business process, data, services, security, and end-products;
- e) verify all requirements of the contract have been met;
- f) speed of performance;
- g) determine TO Contractor's response time for errors or failures;
- h) subjective satisfaction of the TO Manager.

2.2.5 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

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

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

2.3 CONTRACTOR EXPERTISE REQUIRED

The TO Contractor shall provide the resumes of all key project participants being proposed to staff the project (including managers, senior design staff, other key staff, and subcontractor personnel) with an overview of each person's role and whether they will be assigned part time or full time to the project. Resumes shall reflect qualifications and recent experience relevant to the scope of work and areas of expertise required for this specific project. Each resume shall include at least three (3) references that can be contacted to verify the individual's qualifications and experience. For each reference, list the individual's name, title, company name or organization, mailing address, and phone number. DNR reserves the right to interview all key project participants proposed by the TO Contractor and either confirm the recommendations, or request alternates.

2.4 CONTRACTOR MINIMUM QUALIFICATIONS

The future 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. This Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services. DNR is looking for technical expertise as we possess adequate subject matter expertise on the data contained within COIN and natural resource customer service systems, however Offerors should possess the following minimum experience thresholds:

- 3 – 5 years or more: SQL Database Development
- 3 – 5 years or more: Data Analysis and Migration Skills
- 3 years or more: Microsoft SQL 2005

- 3 years or more: Web Development

DNR requests offers provide four examples of similar projects that that have been completed in the last three years. Please provide contact names, phone numbers, web addresses and e-mail addresses of all references.

2.5 RETAINAGE

Retainage is not applicable to this TO.

2.6 INVOICING

Payment will only be made upon completion and acceptance of the deliverables as defined in 2.2.3.

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 Tax 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 Acceptance of Deliverable form – Attachment 9, is not submitted.

The TO Contractor shall submit invoices for payment upon acceptance of separately priced deliverables, on or before the 15th 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.

2.6.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the Department of Natural Resources 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 Acceptance of Deliverable form – Attachment 9, for each deliverable being invoiced) submitted for payment to the DNR at the following address:
Len Singel
Department of Natural Resources
Information Technology Service
580 Taylor Avenue, D-4
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.

2.6.2 MBE PARTICIPATION REPORTS

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS Master Contract by the 15th day of each month. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to DNR at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6).

Subcontractor reporting shall be sent directly from the subcontractor to DNR. DNR will monitor both the TO Contractor’s efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Procurement Officer and TO Manager.

2.7 REPORTING

The TO Contractor and the TO Requesting Agency shall conduct bi-weekly progress meetings. A bi-weekly project progress report shall be submitted two days in advance prior to the discussion to the TO Manager and shall contain, at a minimum, the following information:

- TO Requesting Agency name, TO Agreement number, functional area name and number, reporting period and “Progress Report” to be included in the e-mail subject line.
- Work accomplished during the bi-weekly period.
- Deliverable progress, as a percentage of completion.
- Problem areas, including scope creep or deviation from the work plan.
- Planned activities for the next reporting period.
- Gantt chart updated from the original to show actual progress; as applicable, explanations for variances and plan for completion on schedule.
- 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 include amounts invoiced-to-date and paid-to-date.

2.8 CHANGE ORDERS

If the TO Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, the TO Contractor and TO Manager shall negotiate an acceptable price modification based on the TO Contractor’s proposed rates in the Master Contract and scope of the work change. No scope of work modifications shall be performed until a change order is executed by the TO Procurement Officer and approved by DoIT.

SECTION 3 - TASK ORDER 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 or two possible responses: 1) a proposal and/or 2) a completed Master Contractor Feedback form submitted electronically via the CATS web site explaining why the Master Contractor will not be submitting a proposal. The form is accessible via, your CATS Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

3.2 FORMAT

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

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE

A) Proposed Services – Work Plan

- 1) Requirements: A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
- 2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.
- 3) Risk Assessment: An assessment of any risks inherent in the work requirements and actions to mitigate these risks.
- 4) Proposed Solution: A description of the Master Contractor's proposed solution to accomplish the specified work requirements.
- 5) Proposed Tools: A description of all proposed tools that will be used to facilitate the work.
- 6) Tasks and Deliverables: A description of and the schedule for each task and deliverable, illustrated by a Gantt chart. Start and completion dates for each task, milestone, and deliverable shall be indicated. The Gantt chart will form the baseline for task order monitoring, and will be updated bi-weekly as part of progress reporting (see Section 2.7.1).
- 7) Work Breakdown Structure: A detailed work breakdown structure and staffing schedule, with labor hours by skill category that will be applied to meet each milestone and deliverable, and to accomplish all specified work requirements.
- 8) Acceptance Criteria: A statement acknowledging the Master Contractor's understanding of the acceptance criteria.

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category. The resume should highlight the proposed personnel's applicable responsibilities and accomplishments as they relate to the requirements of this TORFP.
- 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in accordance to Section 2.4.
- 3) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.
- 4) Complete and provide, at the interview, Attachment 5 – Labor Classification Personnel Resume Summary.

C) MBE Participation

- 1) Submit completed MBE documents Attachment 2 - Forms D-1 and D-2.

D) Subcontractors

- 1) Identify all proposed subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.

E) Master Contractor and Subcontractor Experience and Capabilities

- 2) Provide three examples of projects that you have completed that were similar in scope to the one defined in this TORFP Scope of Work. Each of the three examples must include a reference, to be provided at the interview, complete with the following:
 - a) Name of organization.
 - 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.
- 3) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
 - a) The State contracting entity.
 - b) A brief description of the services/goods provided.
 - c) The dollar value of the contract.
 - d) The term of the contract.
 - e) Whether the contract was terminated prior to the specified original contract termination date.
 - f) Whether any available renewal option was not exercised.
 - g) The State employee contact person (name, title, telephone number and e-mail address).

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

F) 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

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based;
- B) Attachment 1 - Completed Financial Proposal, including:
 - The price for each Deliverable should be quoted.

SECTION 4 - PROCEDURE FOR AWARDING A TASK ORDER AGREEMENT

4.1 EVALUATION CRITERIA

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

4.2 TECHNICAL CRITERIA

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

- A) The qualifications of the proposed key personnel.
- B) Past performance on engagements provided as reference accounts in the Contractor's Technical Proposal, or other engagements not provided in the Technical Proposal but known to the State, especially previous task orders prepared under the Master Contract.
- C) Evaluation of database development, data migration and web services and interface construction examples and their applicability to this task including technologies showcased.

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 and price will have equal weighting.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

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

ATTACHMENT 1 – FIXED PRICE PROPOSAL

SAMPLE PRICE PROPOSAL FOR CATS TORFP # K00P9200107

Identification	Deliverable	Proposed Price
2.2.2.1	Deliverable A: COMPASS Database and Web Services Development	
2.2.2.2	Deliverable B: Migration of COIN Data into COMPASS Database	
2.2.2.3	Deliverable C: Creation of web-based interfaces for record data correction and verification	
Total Proposed Fixed Price		

Authorized Individual Name

Company Name

Title

Company Tax ID #

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

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

CATS TORFP # K00P9200107

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

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 1

CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

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

In conjunction with the offer submitted in response to TORFP No. K00P9200107, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 25 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 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

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE

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

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number K00P9200107	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

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

Document Prepared By: (please print or type)

Name: _____ Title: _____

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE (CONTINUED)

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

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 3

OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the bid or offer submitted in response to TORFP # K00P9200107, 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. K00P9200107, it and _____,
(Subcontractor Name)

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

(Describe work to be performed by MBE):

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

By:

By:

Prime Contractor Signature

Subcontractor Signature

Name

Name

Title

Title

Date

Date

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 5

MINORITY BUSINESS ENTERPRISE PARTICIPATION TO CONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): _____ Report is due by the 15th of the following month.	CATS TORFP #K00P9200107 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
--	---

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

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

Return one copy of this form to the following address:

Len Singel Information Technology Service Department of Natural Resources 580 Taylor Avenue, D-4 Annapolis, MD 21401 lsingel@dnr.state.md.us	Penny Bates Information Technology Service Department of Natural Resources 580 Taylor Avenue, D-4 Annapolis, MD 21401 pbates@dnr.state.md.us
---	---

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 6

MINORITY BUSINESS ENTERPRISE PARTICIPATION SUBCONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): __/_____ Report Due By the 15th of the following Month.	CATS TORFP #K00P9200107 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____	
MBE Subcontractor Name: _____		
MDOT Certification #: _____		
Contact Person: _____		
Address: _____		
City: _____	State: _____	ZIP: _____
Phone: _____	FAX: _____	
Subcontractor Services Provided: _____		
List all payments received from Prime TO Contractor during reporting period indicated above. 1. _____ 2. _____ 3. _____ Total Dollars Paid: \$ _____	List dates and amounts of any unpaid invoices over 30 days old. 1. _____ 2. _____ 3. _____ Total Dollars Unpaid: \$ _____	
Prime TO Contractor: _____		Contact Person: _____

Return one copy of this form to the following address:

Len Singel Information Technology Service Department of Natural Resources 580 Taylor Avenue, D-4 Annapolis, MD 21401 lsingel@dnr.state.md.us	Penny Bates Information Technology Service Department of Natural Resources 580 Taylor Avenue, D-4 Annapolis, MD 21401 pbates@dnr.state.md.us
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Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

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ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS TORFP# K00P9200107 OF MASTER CONTRACT #050R5800338

This Task Order Agreement (“TO Agreement”) is made this day of Month, 2008 by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, DEPARTMENT OF NATURAL RESOURCES.

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 DNR, as identified in the CATS TORFP # K00P9200107.
 - b. “CATS TORFP” means the Task Order Request for Proposals # K00P9200107, dated TBD, including any addenda.
 - c. “Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and TO Contractor dated December 19, 2005.
 - d. “TO Procurement Officer” means Shiela Harrison. 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 DNR and TO Contractor.
 - f. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is _____ and whose principal office in Maryland is _____.
 - g. “TO Manager” means Len Singel of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated date of TO Proposal – Technical.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated date of TO Proposal - Financial.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS 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
 - 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 on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of One Year, commencing on the date of Notice to Proceed and terminating on July 31, 2009.

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 \$xxxxxxx. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS TORFP, but no later than thirty (30) days after the Agency's receipt of 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 Federal ID 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 Agency TO Manager unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, DEPARTMENT OF NATURAL RESOURCES

By: Shiela Harrison, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

Date: _____ By: _____

(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.
2. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. This summary is required at the time of the interview.

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

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

ATTACHMENT 6 – DIRECTIONS

TO THE PRE-TO PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held July 09, 2008 from 2:00 PM to 5:00 PM in the C-1 Conference Room of the Tawes State Office Building, 580 Taylor Avenue, Annapolis, Maryland. Attendance at the Pre-Proposal Conference is not mandatory. Information presented may be very informative and all prospective Offerors are encouraged to attend. If your firm intends to send a representative(s), please notify the TO Procurement Officer, by 4:00 P.M. three business days prior to the conference day.

Directions from Route 50:

Eastbound take exit #24/MD-70, Westbound take exit #24A/MD-70, onto ROWE BLVD SOUTH toward ANNAPOLIS

After one mile, turn RIGHT onto TAYLOR AVE/MD-435.

On Taylor Avenue, take the 3rd driveway on the right up the hill into the parking lot of the Naval Academy Stadium. Since you are on official business with the Department of Natural Resources, there is no fee for parking.

Walk down the hill, cross Taylor Avenue, and enter the Tawes building through the revolving doors. Stop at the guard desk to sign in. ****Please make sure to have a photo ID ready.**

The C-1 Conference Room is in the lobby of the Tawes Building past the guard's desk on the left. Bathrooms and a cafeteria are located just off the lobby.

ATTACHMENT 7 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS Task Order Agreement #K00P9200107

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Len Singel of the Department of Natural Resources will serve as your contact person on this Task Order. Len Singel can be reached at 410.260.8377 and lsingel@dnr.state.md.us.

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

Sincerely,

TO Procurement Officer

Task Order Procurement Officer

Enclosures (2)

cc: Len Singel, Information Technology Service, DNR

Penny Bates, Information Technology Service, DNR

Procurement Liaison Office, Department of Information Technology

Project Management Office, Department of Information Technology

ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Department of Natural Resources

TORFP Title: COMPASS SYSTEM DATABASE DEVELOPMENT WITH WEB SERVICE AND DATA MIGRATION

TO Manager: Len Singel, 410.260.8377

To:

The following deliverable, as required by TO Agreement #K00P9200107, has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.2.3 OF THE TORFP.

ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)

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

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP #K00P9200107 for COMPASS SYSTEM DATABASE DEVELOPMENT WITH WEB SERVICE AND DATA MIGRATION. 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 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, 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 Len Singel, Department of Natural Resources on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

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

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ____ day of _____, 200____, by and between the State of Maryland (“the State”), acting by and through its Department of Natural Resources (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 COMPASS SYSTEM DATABASE DEVELOPMENT WITH WEB SERVICE AND DATA MIGRATION TORFP No K00P9200107 dated July, 01, 2008, (the “TORFP” issued under the Consulting and Technical Services 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:

Department of Natural Resources:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 12 – TO CONTRACTOR SELF-REPORTING CHECKLIST

The Department of Information Technology is requesting that within two weeks of receipt, the TO Contractor complete and submit this checklist for the TO listed below to contractoversight@doit.state.md.us. All sections are to be completed. TO Contractors may attach supporting documentation as needed.

TO Number	K00P9200107
TO Title	COMPASS SYSTEM DATABASE DEVELOPMENT WITH WEB SERVICE AND DATA MIGRATION
TO Requesting Agency	Department of Natural Resources
TO Contractor	
TO Contractor Contact	
TO Contractor Contact Phone Number	
Section 1 – Deliverable to Invoice	
A) Does the TORFP link payments to distinct, defined deliverables with acceptance criteria? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, complete B and C below. If no, skip to Section 2.)	
B) Are the invoice amounts the same as the corresponding deliverable amounts listed in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, please explain why)	
C) Is the deliverable acceptance process defined in the TORFP followed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, please explain what process is followed)	
Section 2 – Materials and Labor Rate to Invoice	
A) Are material costs charged to the TO Requesting Agency as pass-through costs (no TO Contractor markup)? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, please explain why)	
B) Are the labor rates charged to the TO Requesting Agency the same or less than the rates proposed in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, please explain why)	
C) Are timesheets and/or associated supporting documents provided with the invoices? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, please explain why)	
Section 3 – Substitution of Personnel	
A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, complete B through D below. If no, skip to Section 4.)	
B) Was each substitution requested in writing? Yes <input type="checkbox"/> No <input type="checkbox"/>	
C) Does each of the accepted substitutes possess equivalent or better education, experience and qualifications than the personnel being replaced? Yes <input type="checkbox"/> No <input type="checkbox"/>	
D) Were each of the substitutes approved by the TO Manager in writing? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Section 4 – MBE Participation	

A) What is the MBE goal that the TO Contractor agreed to meet for this TORFP? __% (If none, skip to Section 5.)
B) Are the MBE reports (D-5 and D-6) submitted monthly? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, please explain why)
C) What is the MBE participation to date (i.e., amount paid to MBE sub-contractor divided by total TO value)? \$
D) Is the MBE participation to date consistent with the planned MBE participation at this stage of the project? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, please explain including any corrective action being taken.)
E) Does the TO Contractor anticipate any difficulty in achieving the MBE goal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, please explain including any corrective action being taken.)
Section 5 – Change Management
A) Is there a formal Change Management Plan for this TO? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip remaining questions)
B) Does the Change Management Plan contain the following? Yes <input type="checkbox"/> No <input type="checkbox"/> A written change management procedure. Yes <input type="checkbox"/> No <input type="checkbox"/> A change management procedure that includes change description, justification, and impact analysis on cost, scope, schedule, risk and quality (i.e., meeting TORFP requirements). Yes <input type="checkbox"/> No <input type="checkbox"/> An established body (e.g., Change Control Board, steering committee, management team, etc.) charged with reviewing/approving/declining changes.
C) Have any Change Orders been executed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If Yes, please indicate the anticipated impact on time, cost and/or scope.)
D) Is the change management procedure being followed? Yes <input type="checkbox"/> No <input type="checkbox"/>

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

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