



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

**COMPLAINT TRACKING SYSTEM
MAINTENANCE AND SUPPORT**

CATS TORFP PROJECT C81P8200048

OFFICE OF THE ATTORNEY GENERAL

ISSUE DATE: 12/28/2008

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KEY INFORMATION SUMMARY SHEET

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

TORFP Title:	Complaint Tracking System Maintenance and Support
Functional Area:	FA5 Software Engineering
TORFP Issue Date:	12/28/2007
Closing Date and Time:	01/24/2008 at 4:00 PM
TORFP Issuing Agency:	Office of the Attorney General (OAG)
Send Questions and Proposals to:	Jan Stratton jstratton@oag.state.md.us
TO Procurement Officer:	Jan Stratton Office Phone Number: 410-576-6487 Office FAX Number: 410-576-6343
TO Manager:	Steve Sakamoto-Wengel Office Phone Number: 410-576-6307 Office FAX Number: 410-576-6566
TO Project Number:	C81P8200048
TO Type:	Time and Material
Period of Performance:	16 months with one 12-month renewal and an additional 6 month renewal option to terminate December 31, 2010
MBE Goal:	5 percent
Small Business Reserve (SBR):	No
Primary Place of Performance:	Office of the Attorney General 200 St. Paul Place, Baltimore, MD
TO Pre-proposal Conference:	Office of the Attorney General, 200 St. Paul Place, 16 th floor, Baltimore, MD 21202 01/08/2008 at 2:00 PM See Attachment 6 for directions.

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to 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 Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by OAG's 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 # C81P8200048. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP # C81P8200048 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP # C81P8200048 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 200 St. Paul Place, Baltimore, MD 21202. 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 two (2) times the TO Agreement amount established.

1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

DBM OIT will be performing contract management oversight on the CATS master contract. As part of that oversight, DBM OIT 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. DBM OIT will send checklists out to applicable TO Contractors approximately three months after the Notice To Proceed 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 Office of the Attorney General, Consumer Protection Division located at 200 St. Paul Place., 16th floor, Baltimore, Maryland 21202, issues this Task Order Request for Proposals (TORFP) for maintenance and support services for its Complaint Tracking System (CTS).

This TORFP is issued to acquire vendor services for maintenance, upgrades, and troubleshooting of CTS at 200 St. Paul Place facility, and to provide support and consulting services to the Office of the Attorney General Consumer Protection Division, and Information Systems Unit staff

OAG intends to make one contract award as a result of this TORFP. The selected Master Contractor must be able to deliver services as specified within this TORFP

2.1.2 REQUESTING AGENCY BACKGROUND

This TORFP is issued to obtain maintenance for the Consumer Protection Division's complaint tracking system (CTS). The CTS was developed under earlier contracts and belongs to the Office of the Attorney General (OAG). Any changes executed under this TORFP will become part of the CTS and will also belong to the OAG

2.1.3 PROJECT BACKGROUND

The CTS was originally designed in 1999 for the use of the Division's Health Education and Advocacy Unit (HEAU) in managing the mediation of consumer complaints against health insurance companies and HMO's. It was also used to track complaints not involving health issues that were handled by the Division's Mediation Unit (MU). In January of 2001, the Division was assigned the responsibility of registering all home builders in the State. Since that date the CPD's Home Builder Registration Unit (HBRU) has registered more than 4,000 builders. Builders are registered for a two-year period of time at the end of which they need to renew their registration if they wish to continue building houses in the State. In addition, the Division uses the CTS to manage its registration of 650 health clubs throughout the State. Health clubs are registered for a period of one year at the end of which they need to renew their registration.

In 2004, the Division entered into a contract for an upgrade to the CTS. The first phase of the upgrade was completed in December of 2004. This phase involved creating a form builder to allow CPD's Database Administrator to create registration forms so that Home Builders can apply for or renew their registrations online. The system allows builders to securely log into their account information over the Internet to update their registration. Verisign's Payflow Pro is used to process payment of the registration fees by credit card.

The second phase of the upgrade was recently completed. This phase involved changes to improve all aspects of the CTS. Because the system was initially written specifically for complaint handling, improvements were needed to protect the integrity of data being stored from both a logical standpoint – ensuring that where data is stored makes sense - and a security standpoint – ensuring that the only users who will have access to data are those who need it. There were changes made in the way the application stores documents that are attached to cases. Features were added to expand the functionality of CTS's e-mail system. The reporting aspect of the application was made easier to use and also allows for more data to be reported on. Additional improvements were made to make the system easier to navigate and operate faster.

CTS is used by the Division's full time staff of approximately 50 people working in offices in Baltimore, Hagerstown, Hughsville and Salisbury. In addition, the Division has 65 to 75 volunteers who will also use the CTS.

The major functions performed by the CTS:

- Track basic information about complaints filed by consumers with either the Mediation Unit or the Health Advocacy Unit.
- Track registration information for 4,000 home builders and 650 health clubs in the State.
- Store contact information for consumers and businesses.
- Establish separate fields and business rules for each type of file tracked – complaints, registrations, etc.
- Use for management by allowing users to create To Do items that can be associated with both individual files and individual users.
- Generate letters and email that are stored in the appropriate file.
- Track registration and other fees received by the Division.
- Allow consumers to file complaints online using forms designed by CPD staff.
- Allow home builders and health clubs to register online and to pay their registration fee using a credit card.
- Perform many functions on a group of files at once including mail merges, mass email, file edits & closings, and creating To Do & History items.

Access all data stored on the system through a report system that allows users to design their own reports.

Operating Environment -- CTS currently runs on two servers. The office's Webserver provides the user interface for CTS utilizing .asp pages and .NET. It runs the Windows 2003 Server operating system and IIS 6. The data is stored on a Microsoft 2003 server with a Microsoft SQL 2000 database. The OAG has a Novell Network. Staff workstations are Pentium III and Pentium 4 PC's with the Windows XP operating system. Users at OAG 200 St. Paul Place address access the database from their PC's connected to the OAG Network via the Internet Explorer web browser. Staff in OAG field offices and staff working from home access the database over the internet using the Internet Explorer web browser. OAG staff uses Corel WordPerfect for the generation of letters and other correspondence. GroupWise is used for e-mail.

Administrative Interface – Staff located in the Unit access the CTS via the OAG network via a login ID that allows them access only to those components of the CTS that they are authorized to use. Staff in the Division's satellite offices in Salisbury, Hagerstown and Hughsville use the Internet to remotely access the CTS. Up to 90 staff and volunteers use the CTS at the same time during normal business hours. In additions, the public uses an Internet connection through the OAG firewall to file a complaint online or to register. Those activities occur 24 hours a day, 7 days a week.

2.2 TECHNICAL REQUIREMENTS

TO contractor shall have staff with experience in developing and maintaining applications similar to the Operating Environment of the CTS as described in 2.1.3 above.

Troubleshooting & Support – Provide services for application troubleshooting, maintenance, upgrades and support as needed. Duties include troubleshooting and solving all application performance problems related to the operation of the CTS.

Other Project Requirements –This list of projects provides examples of the types of projects and services occasionally taken to maintain the operation of the CTS. 1) Assist with recovery of data that has been lost through a system failure; 2) To reinstall the operating system if ever required; 3) Make coding changes to the CTS to reduce recurring operational or user mistakes or to improve efficiency, increase security or necessary changes as a result of technology upgrades; 4) Restore data from backups if ever required.

2.2.1 PROJECT APPROACH

As specific needs arise, TO Manager or designee will contact TO Contractor to initiate a request for assistance. Requests will be made via e-mail and/or telephone. TO Manager will also utilize the CTS to create a task assigned

to the contractor for internal tracking purposes. The specific deliverable necessary will be defined and a plan to complete the deliverable will be agreed upon.

2.2.2 DELIVERABLES

As OAG staff identify projects, the TO Manager will: 1) verify the parameters of the task and identify it as either a Modification/Upgrade Request or a Maintenance/Troubleshooting Request; 2) prepare written request for service including specific services required and assign the priority for the job (copy of Modification/Upgrade Request and Maintenance/Troubleshooting Request forms attached as Attachment 7A and Attachment 7B); 3) contact TO Contractor representative via e-mail and/or telephone to inform of the task; 4) Generate a Task in the CTS assigned to the Contractor for the Contractor to utilize for updating.

2.2.2.1 Specific details will be identified as needs are identified but may include such items as modifying application code to change functions due to legislation or changes in internal OAG procedures; changes to streamline and improve efficiency of various tasks functions; modifications necessary after server changes such as Microsoft security patches; recovery of data loss due to system failure; or disaster recovery assistance in restoring from backup tapes and reestablishing server.

2.2.3 DELIVERABLE/ DELIVERY SCHEDULE

Due to the nature of this project, specific deliverables cannot be determined prior to contract award, but will be identified as needed. As described in section 2.2.1 Project Approach above, the TO Manager or designee will be TO Contractor's point of contact for each project. A Modification/Upgrade Request (Attachment 7A) or Maintenance/Troubleshooting Request (Attachment 7B) will serve as the Notice to Proceed for each task.

Modification/Upgrade requests. When OAG identifies the need for a modification or upgrade to the CTS the TO manager will e-mail the Modification/Upgrade Request to the TO Contractor's point of contact and create a task assigned to the contractor in the CTS. A due date will be established, depending upon the complexity of the task and any implementation deadlines OAG may have for completion.

Emergency Troubleshooting Requests. When OAG experiences an emergency where troubleshooting assistance is needed, the TO Manager or designee will contact the contractor for assistance. Where possible, assistance may be rendered over the telephone. If it is determined that the problem cannot be resolved over the phone, onsite response will be required on the following schedule.

Critical System/Service Failure – Requires 2-hour on-site response – Critical Systems/Services include loss of critical data or the inability of the system to perform critical operations.

Minor System/Service Failure – Requires next business day response – Minor Systems/Services are problems that impede the efficiency of the CTS but do not prevent any of its functions from operating.

Support System/Service Failure – Scheduled response – Support Systems/Services are problems that are not affecting the efficiency or the operation of the CTS.

TO Contractor will complete time estimate portion of Request and return to TO Manager. Upon delivery of the task the Agency Receipt of Deliverable form (Attachment 8) will be completed. Upon completion of testing the TO Manager will complete the Agency Acceptance of Deliverable form and return it to the TO Contractor.

TO Manager will use the CTS to track tasks utilizing the following procedure. The TO Manager shall advise the Contractor by e-mail and/or telephone that a new TO has been assigned. Task Orders will be assigned by the TO Manager to the Contractor through a task on the CTS. The task on the CTS shall utilize the Modification/Upgrade Form and/or Maintenance/Troubleshooting Form to define the specifics of the task. The Contractor shall update the task on the CTS and, as appropriate, update the Modification/Upgrade Form and/or Maintenance/Troubleshooting Form once the task is assigned. The TO Manager and the Contractor will track progress on the task by assigning the CTS task to the other entity as needed to effect timely communication regarding progress on the task. The TO

Manager and the Contractor may also communicate by email and/or telephone depending upon the urgency of the task. When the task is completed, and the TO Manager has completed the Agency Acceptance of Deliverable form, the TO Manager shall note this in the CTS task and mark that task "done" in the CTS.

2.2.4 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 www.dbm.maryland.gov. 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

Master Contract personnel, as appropriate, must have certifications and/or experience with Microsoft Windows 2003 Server, Windows XP workstations, Microsoft SQL Server 2000, SQL Reporting Services, IIS 6.0, ASP.net, HTML, XML, Visual Basic script, JAVA script, Active X, eCommerce tools such as Verisign, and WordPerfect.

It will be additionally beneficial if contract personnel, as appropriate, also have certifications and/or experience with GroupWise, Novell, and ASPmail.

2.4 CONTRACTOR MINIMUM QUALIFICATIONS

The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The Master Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing services in the following labor categories. For purposes of this proposal, TO Contractor may wish to propose only one or two individuals who meet the requirements in any of these categories. However if TO Contractor wishes to be able to have the option of utilizing all three labor categories, pricing for all three must be reflected in the Sample Price Proposal. Depending upon the complexity of specific tasks, one, two or all of these labor categories may be necessary to complete tasks. Where feasible and possible, tasks may be completed off site. When on-site work is required, OAG will provide a workspace, network connection and login with appropriate access rights, computer, telephone and access to staff as necessary and appropriate

2.4.1. Senior Computer Programmer

Duties: Must be capable of utilizing third- and fourth-generation or current state-of-the-art IT equipment and languages to develop and prepare diagrammatic plans for solution of business, management, communications, and strategic problems. Must be able to design detailed programs, flowcharts, and diagrams showing mathematical computations and sequence of machine operations necessary to copy and process data and print results. Must be able to verify the accuracy and completeness of programs and systems by preparing sample representative data and perform testing by means of cycle and system processing.

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

General Experience: Must have eight (8) years of programming experience in software development or maintenance.

Specialized Experience: At least five (5) years of experience in IT systems analysis and programming.

2.4.2. Computer Systems Programmer

Duties: Create and/or maintain operating systems, communications software, database packages, compilers, repositories, and utility and assembler programs. Modify existing software and develop special-purpose software to ensure efficiency and integrity between systems and applications.

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

General Experience: Must have five (5) years of computer experience in information systems design.

Specialized Experience: At least three (3) years of experience in IT systems analysis and programming.

2.4.3. Software Engineer

Duties: Reviews and analyzes system specifications. Prepares programming specifications. Analyzes existing systems/subsystems for reusability benefits and needed changes. Prepares design plans and written analyses. Prepares unit and test scripts. Prepares documentation.

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

General Experience: Must have three (3) years of experience as a software engineer.

Specialized Experience: At least two (2) years of experience working with Ada, SQL, or third/fourth generation languages in the design and implementation of systems and one (1) year working with DBMS.

2.5 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.

2.5.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the OAG 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 OAG at the following address: Steven Sakamoto-Wengel, Office of the Attorney General, Consumer Protection Division, 200 St. Paul Place, 16th Floor, Baltimore, Maryland 21202

- 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.

2.5.2 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 OAG 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 OAG. OAG 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.

2.6 REPORTING

The TO Contractor and the TO Requesting Agency shall conduct semi-annual progress meetings. A semi-annual project progress report shall be submitted seven (7) 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 semi-annual period.
- Problem areas, including scope creep or deviation from the work plan for current tasks.
- Planned activities for the next reporting period.
- 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.

2.7 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 DBM.

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) **Work Breakdown Structure:** A detailed work breakdown structure and staffing schedule, with labor hours by skill category that will be applied to accomplish all specified work requirements.
- 7) **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 2.8.
- 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:
Record the Unit Price for each element, calculate the Extended Price, and compute a total for each Proposal

Price Form. The total of each Proposal Price Forms page is used to calculate the vendor's TOTAL PRICE PROPOSED for each form.

- All Unit and Extended Prices must be clearly typed with dollars and cents, e.g., \$24.15.
- All Unit Prices must be the actual price the State will pay for the proposed item price per this TORFP and may not be contingent on any other factor or condition in any manner.
- Nothing shall be entered on these Proposal Price Forms that alters or proposes conditions or contingencies on the proposal response.
- Recording \$0.00 or any variation will be treated and considered as No Cost to the State for that service.

Proposal Price Form unit prices will reflect the actual fixed unit prices the State will pay and a total price proposed for each service related to this procurement, which is based on estimated, not necessarily actual hours for evaluation purposes only. The forms are provided for the vendor to price each item that meets all of the requirements as specified in this TORFP. These prices must include all (fully loaded) costs associated for the services proposed

Each Proposal Price Form is to be signed and dated by an individual who is authorized to bind the firm to the prices offered. Enter the title of the individual and the company name in the spaces provided.

Criteria other than fixed hourly price included in these Proposal Price Forms shown on these forms are for price evaluation purposes. The State reserves the right, at its sole discretion, to purchase services in different quantities than those referenced in these Proposal Price Form.

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.

- TO Contractors technical response to the TORFP.
- The qualifications and experience of the proposed personnel
- Offeror's experience, capability, and references.

4.3 SELECTION PROCEDURES

- A) TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- B) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- C) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit will have more weight than price.

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 –PRICE PROPOSAL
PRICE PROPOSAL (TIME AND MATERIAL) FOR
CATS TORFP # C81P8200048

For each of the labor categories proposed record the fully loaded hourly labor rates chargeable during the initial 16 month term and each additional contract year.

Initial Term March 1, 2008 through June 30, 2009

Labor Category	Estimated Number of Hours	Price Per Hour	Extended Price
Senior Computer Programmer	125		
Computer Systems Programmer	250		
Software Engineer	125		
TOTAL FOR INITIAL TERM			

Year 2 July 1, 2009, through June 30, 2010

Labor Category	Estimated Number of Hours	Price Per Hour	Extended Price
Senior Computer Programmer	100		
Computer Systems Programmer	200		
Software Engineer	100		
TOTAL FOR YEAR TWO			

Year 3 July 1, 2010 through December 31, 2010

Labor Category	Estimated Number of Hours	Price Per Hour	Extended Price
Senior Computer Programmer	50		
Computer Systems Programmer	100		
Software Engineer	50		
TOTAL FOR YEAR 3			

CONTRACT TOTALS

Initial Term Total	
Year Two Total	
Year Three total	
TOTAL CONTRACT	

 Authorized Individual Name

 Company Name

 Title

 Company Tax ID #

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower.

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

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

CATS TORFP # C81P8200048

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. C81P8200048, I affirm the following:

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

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude 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 C81P8200048	
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 # C81P8200048, 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. C81P8200048, 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 # C81P8200048 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:

Steve SakamotoWengel, Assistant Attorney General Office of the Attorney General 200 St. Paul Place, 16 th Floor Baltimore, MD 21202 stevesw@oag.state.md.us	Janet Stratton, Information Systems Manager Office of the Attorney General 200 St. Paul Place, 18 th Floor Baltimore, MD 21202 jstratton@oag.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 # C81P8200048 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:

Steve SakamotoWengel, Assistant Attorney General Office of the Attorney General 200 St. Paul Place, 16 th Floor Baltimore, MD 21202 stevesw@oag.state.md.us	Janet Stratton, Information Systems Manager Office of the Attorney General 200 St. Paul Place, 18 th Floor Baltimore, MD 21202 jstratton@oag.state.md.us
--	---

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS TORFP# C81P8200048OF 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, Office of the Attorney General.

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 Office of the Attorney General (OAG), as identified in the CATS TORFP # C81P8200048.
 - b. “CATS TORFP” means the Task Order Request for Proposals # C81P8200048, dated December 28, 2007, 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 Janet Stratton, Information Systems Manager. 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 OAG 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 Steven Sakamoto-Wengel 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 supersede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS 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 **insert time for performance**, commencing on the date of Notice to Proceed and terminating on **Month Day, Year**.

4. Consideration and Payment

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

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

_____ Date

Witness: _____

ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

Date: _____ By: _____

(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 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

FROM WASHINGTON, DC AND POINTS SOUTH

Take I-95 north toward Baltimore. Take the Exit 53 for 395 toward Downtown -Inner Harbor. At Orioles Park, bear right onto Conway Street. Go 2 blocks and turn left onto Charles Street. Go about 6 blocks. Turn right onto Lexington Street. Building entrance is on the left in the middle of the block (two garage entrances side-by-side, ours is the second).

FROM ANNAPOLIS AND VICINITY ON I-97

Follow I-97 north toward Baltimore. Take I-695 toward Towson. Exit on I-295 north toward Baltimore. Follow I-295 (Baltimore-Washington Parkway) until Pratt Street. Turn right onto Pratt Street. Go approximately 4 blocks. Turn left onto Charles Street. Go approximately 5 blocks. Turn right onto Lexington Street. The building entrance is on the left in the middle of the block (two garage entrances side-by-side, ours is the second).

FROM THE NORTH ON I-83

Follow I-83 to the St. Paul Street Exit. Stay on St. Paul Street until you reach Lexington Street. Turn Right onto Lexington Street. Building entrance is first on the right (northwest corner of St. Paul and Lexington Streets).

FROM THE WEST ON I-70

Take I-70 East to I-695 South toward Glen Burnie. Follow I-695 South to I-95 North. Take the Exit for 395 toward Downtown/Inner Harbor. At Orioles Park, bear right onto Conway Street. Go 2 blocks and turn left onto Charles Street. Go about 6 blocks. Turn right onto Lexington Street. Building entrance is on the left in the middle of the block (two garage entrances side-by-side, ours is the second).

BUILDING ACCESS

Upon entering the building, report to the concierge desk and sign in. Concierge will contact OAG personnel to come and greet you and escort you to the meeting location

PARKING INFORMATION

There are parking garages located in the building (entrance on Lexington Street) and next to the building (entrance on St. Paul Street), and some metered parking on Lexington Street. OAG does not validate parking.

ATTACHMENT 7 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS Task Order Agreement # C81P8200048

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Steve Sakamoto-Wengel of the OAG will serve as your contact person on this Task Order. Mr. Sakamoto-Wengel can be reached at 410-576-6307 or stevesw@oag.state.md.us.

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

Sincerely,

Janet E. Stratton
Task Order Procurement Officer

Enclosures (2)

cc: Steve Sakamoto-Wengel
Procurement Liaison Office, Office of Information Technology, DBM
Project Management Office, Office of Information Technology, DBM

ATTACHMENT 7A

CTS MODIFICATION/UPGRADE REQUEST

To be completed by OAG TO Manager

Date of Request:

CTS TO Number:

Brief Description:

Response Classification: ____ Critical ____ Minor ____ Support

Detailed Description:

To be completed by TO Contractor upon receipt of Task

Date Received by Contractor:

Personnel Assigned to TO:

Estimated Time for Completion:

Analysis/Work Performed:

To be completed by TO Contractor upon completion of Task

Date Completed:

Time for Completion of TO:

Notes:

ATTACHMENT 7B
CTS MAINTENANCE/TROUBLESHOOTING REQUEST

To be completed by OAG TO Manager

Date of Request:

CTS TO Number:

Brief Description:

Priority/Deadline:

Detailed Description:

To be completed by TO Contractor upon receipt of Task

Date Received by Contractor:

Personnel Assigned to TO:

Estimated Time for Completion:

Analysis/Work Performed:

To be completed by TO Contractor upon completion of Task

Date Completed:

Time for Completion of TO:

Notes:

ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Office of the Attorney General

TORFP Title: Complaint Tracking System Maintenance and Support

TO Manager: Steve Sakamoto-Wengel, 410-576-6307

To:

The following deliverable, as required by TO Agreement #C81P8200048, 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 2.2.2 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 #C81P8200048 for Complaint Tracking System Maintenance and Support. 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 Janet Stratton, Office of the Attorney General, 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 Office of the Attorney General (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 Complaint Tracking System Maintenance and Support TORFP No. C81P8200048 dated December 28, 2007, (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:

Office of the Attorney General:

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 Budget and Management, Office 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@dbm.state.md.us. All sections are to be completed. TO Contractors may attach supporting documentation as needed.

TO Number	
TO Title	
TO Requesting Agency	
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 No (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 No (If no, please explain including any corrective action being taken.)
- E) Does the TO Contractor anticipate any difficulty in achieving the MBE goal?
Yes No (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 No (If no, skip remaining questions)
- B) Does the Change Management Plan contain the following?
 - Yes No A written change management procedure.
 - Yes No 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 No 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 No (If Yes, please indicate the anticipated impact on time, cost and/or scope.)
- D) Is the change management procedure being followed? Yes No

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
