



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

**PORTFOLIO MANAGEMENT TOOL**

**CATS TORFP PROJECT F10P6200847**

**DEPARTMENT OF BUDGET & MANAGEMENT  
OFFICE OF INFORMATION TECHNOLOGY  
STRATEGIC PLANNING DIVISION**

**ISSUE DATE: JUNE 1, 2006**

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## KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services (CATS) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. 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. **Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP.** In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS Request for Proposals (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.

<b>TORFP Title:</b>	Portfolio Management Tool (PMT)
<b>Functional Area:</b>	(1) Enterprise Service Provider
<b>TORFP Issue Date:</b>	June 1, 2006
<b>Closing Date and Time:</b>	Monday, June 19, 2006 2:00 PM
<b>TORFP Issuing Agency:</b>	Department of Budget & Management (DBM) Office of Information Technology (OIT) Strategic Planning Division
<b>Send Questions and Proposals to:</b>	Sue Woomer <a href="mailto:swoomer@dbm.state.md.us">swoomer@dbm.state.md.us</a> Office Phone Number: 410-260-7191 Office FAX Number: 410-974-5615
<b>TO Procurement Officer:</b>	Sue Woomer Office Phone Number: 410-260-7191 Office FAX Number: 410-974-5615
<b>TO Manager:</b>	Stacia L. Cropper <a href="mailto:scropper@dbm.state.md.us">scropper@dbm.state.md.us</a> Office Phone Number: 410-260-6256 Office FAX Number: 410-974-5615
<b>TO Project Number:</b>	F10P6200847
<b>TO Type:</b>	Fixed Price and Time and Materials
<b>Period of Performance:</b>	19 months with one, one-year renewal option
<b>MBE Goal:</b>	None
<b>Small Business Reserve (SBR):</b>	No
<b>Primary Place of Performance:</b>	OIT; Fourth Floor; 45 Calvert Street; Annapolis, MD 21401
<b>TO Pre-proposal Conference:</b>	OIT; 45 Calvert Street Room 164 A/B; Annapolis, MD 21401 Wednesday June 7, 2006 at 9:00-11:00 AM See Attachment 6 for directions.

## **SECTION 1 - ADMINISTRATIVE INFORMATION**

### **1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT**

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 2.21 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 2, 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 DBM'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 #F10P6200847. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP #F10P6200847 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP #F10P6200847 Financial". The proposal documents that must be submitted with a signature, and Attachment 3 - Conflict of Interest and Disclosure Affidavit, must be submitted as .PDF files with signatures clearly visible.

### **1.4 eMARYLANDMARKETPLACE FEE**

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

The rate(s) or price(s) of the proposal/bid shall include the appropriate fee as per the COMAR 21.02.06.03 fee schedule. Fees may not be quoted as a separate add-on price. A total TO Agreement value that is other than an even dollar amount will be rounded to the nearest whole dollar to determine the appropriate fee level. For example, a total TO Agreement value of \$50,000.49 will be rounded to \$50,000 and a Level 1 fee will apply. A total TO Agreement value of \$50,000.50 will be rounded to \$50,001 and a Level 2 fee will apply.

### **1.5 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 3 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.

## **1.6 NON-DISCLOSURE AGREEMENT**

Certain system documentation may be available for potential Offerors to review at a reading room at 45 Calvert Street, Annapolis, Maryland. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 8. 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 9.

## **1.7 LIMITATION OF LIABILITY**

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

## **1.8 ORAL PRESENTATIONS AND DEMONSTRATIONS**

Master Contractors will be required to make oral presentations and conduct demonstrations of the proposed PMT to State representatives. Significant representations made by a Master Contractor during the oral presentation and demonstration, responses to any requests of the TO Procurement Officer must be reduced to writing. All such representations will become part of the Master Contractor's TO Proposal and are binding upon the Master Contractor if the TO Agreement is awarded. The TO Procurement Officer will notify the Master Contractor of the time and place of oral presentations.

**For this TORFP, the State requires all Master Contractors to make oral presentations and conduct demonstrations of the proposed PMT within two business days of the stated TO Proposal due date. Oral presentations and demonstrations will be limited to one hour for each Master Contractor. Because of time constraints for the presentation and demonstration, Master Contractors should focus on the following for the proposed PMT:**

- A. Functionality of the PMT in support of Project Management Institute's (PMI) Portfolio Management Standards;**
- B. Knowledge of the PMT by Master Contractor's personnel providing support and training services;**
- C. Reporting capabilities using the representative data depicted in Attachments 11 through 14;**
- D. User friendliness; and**
- E. Licensing Options (i.e., per seat, enterprise).**

## **SECTION 2 - SCOPE OF WORK**

### **2.1 PURPOSE AND GOALS**

The purpose of this CATS TORFP is to obtain consulting and technical services for the purchase, configuration, testing, training and maintenance of a commercial-off-the-shelf (COTS) Information Technology (IT) Portfolio Management Tool (PMT). The goal of the PMT is to increase the effectiveness and efficiency of OIT's Project Management Office (PMO) in managing the State's portfolio of Major IT Development Projects (MITDPs) and OIT's Procurement Liaison Office (PLO) in managing the State's IT procurements. The PMT will also support the work of OIT's Policy and Planning Office (PPO) in establishing policies and monitoring compliance.

### **2.2 REQUESTING AGENCY BACKGROUND**

DBM's OIT Strategic Planning Division supports its customers - the State's 63 Executive Branch agencies - by establishing and managing statewide IT and telecommunication contracts, overseeing the State's portfolio of approximately 50 MITDPs, and establishing and monitoring compliance with statewide policies and strategic plans. This division is made up of three offices; the first two will be supported directly by the PMT solicited through this TORFP; the third, indirectly through coordination and compliance:

#### **2.2.1 THE PROCUREMENT LIAISON OFFICE**

The PLO is responsible for coordinating, reviewing, and providing guidance and approval of the procurement of the State's IT products and services. The PLO provides the State agencies access to IT technical, consulting and telecommunications equipment and services through statewide contracts. The PLO coordinates and manages the TORFP and order fulfillment processes for all Master Contracts, reviews, provides input and assistance to customer agencies in preparing quality procurement documents (i.e., RFPs and TORFPs) that are consistent with State technical guidelines and standards, and ensures compliance with contract terms and conditions and State procurement laws and regulations. In addition, the PLO is responsible for the preparation and processing of agenda items for the presentation of IT technical, consulting and telecommunications equipment and services procurements to the Board of Public Works (BPW).

#### **2.2.2 THE PROJECT MANAGEMENT OFFICE**

The PMO is responsible for providing ongoing support for the agencies to ensure understanding and compliance with the State's IT project management requirements via the State's IT Project Oversight Methodology as described in Section 2.3.1, and conducts training sessions for customer agencies on the elements and application of the Methodology. The PMO hosts MITDP portfolio management reviews, facilitates peer reviews, manages independent verification and validation activities and generates MITDP progress reports to the Secretary and Maryland's General Assembly. Through these activities, the PMO ensures an open dialogue with the agencies. The PMO does not provide the day-to-day management for the MITDPs. Day-to-day management of the MITDPs is the responsibility of each agency. Rather, the PMO provides third-party project management oversight to all of the MITDP agencies to assist the agency project management teams to ensure the success of all of the State's major IT projects. Lastly, the PMO works with the PLO in conducting technical reviews of all IT procurement documents.

#### **2.2.3 THE POLICY AND PLANNING OFFICE**

PPO is responsible for establishing the policies and guidelines necessary for agencies to achieve the strategic objectives of the State's IT Master Plan (ITMP) monitoring agency compliance to statewide policies and guidelines through agency specific ITMPs and IT Project Requests; and establishing policies and guidelines for the efficient and appropriate use of information technology and telecommunications systems.

## 2.3 PROJECT BACKGROUND

The PLO and PMO currently use stand-alone applications such as Microsoft (MS) Excel and MS Word in monitoring and reporting on the MITDPs and the approximately 100 IT procurements across the agencies. Current OIT processes include e-mailing or faxing versions of manually generated reports and procurement documents to and from the agencies and between the PLO, PMO and PPO staff, who subsequently provide input to and from the stakeholders and management. As a result, the processes are hampered by version control problems, document corruption and the need to manually enter data for every report required. In addition, because all of the documents are stand alone, there is no integration of information, no ability to monitor the entire portfolio at a glance or consolidate portfolio details at a macro level. The PMT resulting from this TORFP will replace the use of stand-alone applications to support the activities of project management oversight, procurement and policy organizations as described in Section 2.2. The PMT will support the methodologies and business processes described in Section 2.3.1, with the potential for expansion to OIT's customer agencies.

### 2.3.1 CURRENT METHODOLOGIES/BUSINESS PROCESSES

**Project Management Oversight Methodology:** See the following link for information on IT project management oversight for the PMO.

<http://www.dbm.maryland.gov> - Keyword: IT Project Oversight

**Procurement Liaison Oversight Process:** includes the following processes in the management and tracking of documents:

- A. Solicitations (i.e., TORFP, RFP, IFB) and contract awards are referred to as “documents”:
1. The requesting agency submits documents via e-mail to the PLO mailbox. Formats include MS Word, .PDF, and Excel.
  2. Receipt of each document is recorded in an Excel spreadsheet (State Solicitations Report, included as Attachment 12, and in the PLO weekly status report (MS Word).
  3. Electronically, a folder is created for each document according to the agency or division (if applicable) and title of the document.
  4. An e-mail notification is sent from the PLO mailbox to the assigned PLO and PMO analysts that a document has been received and is awaiting their review and where the document is electronically filed.
  5. Through the review process, the PLO coordinates the review of the document between PLO and PMO. The status of the document is updated in the State Solicitations Report and the PLO weekly status report.
  6. Review comments for each document are forwarded to the requesting agency and both the State Solicitations Report and PLO weekly status report are updated. Comments are sent in various formats:
    - a. .PDF of original document with handwritten edits via e-mail.
    - b. MS Word with track changes via e-mail.
    - c. Fax copy of original with handwritten edits.
  7. Revised documents are submitted by the requesting agency via e-mail to the PLO mailbox. Steps 1 through 6 will repeat until the document is approved.
- B. TORFPs released under CATS:
1. After approval by the PLO, the requesting agency releases the TORFP via e-mail with a “cc” to the PLO mailbox.

2. On a weekly basis, the PLO updates the TORFP Status, included as Attachment 13, for each TORFP. When a TORFP is released, the PLO updates the report and attaches an electronic version of the TORFP. As TORFPs move through the solicitation process, the PLO updates the TORFP Status moving TORFPs from “Released” to “Under Evaluation”.
3. A recommendation for award is submitted by the requesting agency via e-mail to the PLO mailbox for review and approval. Documentation provided with a recommendation is filed electronically in the TORFP shared folder. Once approved, the PLO e-mails the requesting agency to proceed with the award.
4. Once the award is final, the requesting agency submits the final award package via e-mail to the PLO. The PLO files the award package electronically in the TORFP shared folder.
5. PLO updates the TORFP Status moving the TORFP to “Awarded”.
6. In addition, the PLO also updates the State Solicitations Report and the PLO weekly status report throughout the process.

C. DBM Active Contracts

1. On a weekly basis, the PLO updates the Active Contracts Report included as Attachment 14.
2. As the Contract Managers for all statewide IT and telecommunications contracts, the PLO and PMO monitor these contracts:
  - To ensure spending limits are not exceeded.
  - To ensure adherence to contract terms and conditions.
  - To ensure compliance with Minority Business Enterprise (MBE) participation goals and reporting requirements.
  - Notifying agency Contract Managers requesting action when an agency contract requires renewal, or to begin the planning process for a new contract. This action may require updating the State Solicitations Report and/or the PLO weekly status report.

## 2.4 TECHNICAL REQUIREMENTS

The PMT shall be a COTS solution and, at a minimum, be capable of operating within the following server equipment and software-operating environment:

1. Dell Poweredge, Compaq Proliant, and HP Servers
2. MS Windows Server 2000 and Windows Server 2003
3. MS Active Directory
4. MS .NET Framework
5. MS SQL database 2000

The desktop equipment and software operating environment consists of:

1. IBM compatible
2. MS Windows XP
3. MS Windows 2000
4. MS Office 2000 and 2003

Additional requirements:

1. DBM shall be responsible for the installation of the PMT on State equipment per procedures provided by the TO Contractor.
2. Configuration of the PMT may be necessary to meet the requirements in the TORFP and operate securely within the operating environment.
3. If applicable, the PMT must use standard web browser (Internet Explorer or Netscape) as its user interface.
4. Configuration, training, warranty, support and maintenance must be provided by a certified solutions provider of the PMT.

5. On-site technical support, during normal State business hours (8:30 am – 5:30 pm EST), throughout the installation, testing and training phases.

## **2.5 PROJECT MANAGEMENT PLAN**

The TO Contractor shall provide to DBM a Project Management Plan to include a Gantt Chart, Work Breakdown Structure and Acceptance Testing and Training Plans (see Sections 2.9 and 2.11).

## **2.6 LICENSING**

Up to 20 concurrent user licenses shall be purchased by DBM. Such licenses shall include permissions to (1) install the software tool on a server for access by the ultimate users through a network or on a sufficient number of desktop computers for use by the ultimate users, and (2) provide for access to qualified technical support during normal business hours (8:30 – 5:00 PM EST) for resolution of:

1. “System down” conditions impacting DBM operations;
2. Product performance or product use;
3. Security related or other high impact conditions associated with the PMT; and
4. Questions regarding the installation, configuration and implementation.

## **2.7 PROCUREMENT OF COTS FROM THIRD PARTY CONTRACTOR**

DBM OIT reserves the right to procure the proposed PMT from a third party contractor through existing Master Contracts, if advantageous to the State.

## **2.8 PMT FUNCTIONAL REQUIREMENTS**

At a minimum, the PMT shall:

1. Support PMI Portfolio Management Standards;
2. Provide a mechanism for capturing, sharing, tracking, editing and reporting on all of the data elements found in the sample reports included as Attachments 11 through 14;
3. Support the development of user adhoc reports;
4. Support the business processes described in Section 2.3.1;
5. Be an integrated COTS product that does not require external reporting capabilities (i.e., no add ons);
6. Function across the DBM enterprise;
7. Provide simultaneous user access of up to 20 users;
8. Be secure and accessible by logon and password;
9. Allow data set import and export with MS Office Suite; and
10. Generate an audit trail for each entry or deletion.

## **2.9 ACCEPTANCE TESTING**

The testing phase must be completed in a production environment in accordance with the DBM approved Acceptance Testing Plan. TO Contractor shall provide installation procedure documentation necessary to support subsequent DBM installations of the PMT. The PMT must be successfully demonstrated to operate as required in this TORFP.

The Acceptance Testing Period shall begin after the PMT has been delivered and installed. The Acceptance Testing Period shall be for a proposed period not to exceed 45 calendar days to allow for adequate testing of all functionality.

Should DBM encounter performance problems or discover that specifications have not been met by the PMT, the TO Contractor shall rectify the performance problem or complete the specification to DBM's satisfaction at no cost within 10 consecutive business days or as may be directed by TO Manager.

## **2.10 WARRANTY PERIOD**

The warranty period shall begin at the successful conclusion of the specified Acceptance Testing Period, or any extended additional period. The warranty shall be for a period of 90 calendar days to ensure one successful completion of a cycle of the MITDP Quarterly Report, included as Attachment 11.

## **2.11 TRAINING**

Training is to be provided at a State facility, to be determined at a later date, in accordance with the State approved Training Plan.

Training shall consist of:

1. An overview of the software tool using the data elements provided in Attachments 11 through 14;
2. Instructions on how to use the PMT to meet the goals of this TORFP;
3. Instructions for up to five technical support staff to use and maintain the PMT; and
4. Instructions for up to 20 functional users.

The TO Contractor shall provide copies of instructional materials for each participant attending the training.

## **2.12 DOCUMENTATION**

TO Contractor shall provide DBM, electronically in MS Office compatible format, a user manual and an administrator guide for future reproduction.

## **2.13 MAINTENANCE SERVICES**

Routine and the preventive maintenance services that include system component upgrades (e.g., new updates, upgrades and the patches to PMT, including server applications and workstation applications) and documentation releases shall be provided during the maintenance period, which is for one year beginning at the end of the warranty period. DBM reserves the right to exercise a one-year renewal option for a second year of maintenance.

Routine maintenance services shall be provided to the State as part of the maintenance agreement at no additional charge. The TO Contractor shall request from DBM in advance, approval to schedule and perform all routine maintenance services. TO Contractor shall troubleshoot problems, repair software bugs and maintain the PMT for both servers and workstations. A "bug" is defined as "a feature that is determined to be not functioning as designed". All installations of the PMT shall be supported solely on servers and workstations that are the property of the State.

The TO Contractor shall respond, either remotely or on-site, to an initial maintenance request of the TO Manager within four hours.

Examples of compliant response times for normal maintenance are:

- If the TO Manager contacts the TO Contractor at 8 am on Thursday, then the TO Contractor must begin maintenance service no later than Noon the same day.
- If the TO Manager contacts the TO Contractor at 3 pm on Friday, then the TO Contractor must begin maintenance services no later than the next business day (Monday) by 10 am.

If responding on-site, the TO Contractor shall report to the TO Manager or designee prior to beginning maintenance. If responding remotely, the TO Contractor shall call the TO Manager or designee prior to beginning remote maintenance.

## 2.14 CONSULTING SERVICES (OPTIONAL)

At the option of DBM, the TO Contractor shall provide an analysis of the current MITDP oversight and IT Procurement management workflow business processes and provide recommendations for improving the processes and efficiencies through the use of the PMT. DBM will provide a more specific set of requirements from which the TO Contractor will develop a proposal to include a level of effort. If acceptable, the State will issue a separate NTP.

## 2.15 DELIVERABLES

For each written deliverable, 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.

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 6). 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 the 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 7). 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 Section 2.19 Invoicing).

When presented for acceptance, a written deliverable 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:

1. Be presented in a format appropriate for the subject matter and depth of discussion;
2. Be organized in a manner that presents a logical flow of the deliverable's content;
3. Represent factual information, reasonably expected to have been known, at the time of submittal; and
4. Present information that is relevant to the Section of the deliverable being discussed.

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

**Table 2.15 Deliverables**

<b>ID</b>	<b>Deliverable</b>	<b>Time of Performance</b>
2.5	Project Management Plan (Gantt Chart and Work Breakdown Structure)	NTP + 10 Business Days
2.6	PMT delivered, including instructions for installation, fully installed and operational to base configurations	NTP + 15 Business Days
2.5	Submit Acceptance Testing and Training Plans	NTP + 25 Business Days
2.9	Successful completion of the approved Acceptance Testing Plan	NTP + 120 Calendar Days
2.11	Conduct training and provide instructional materials as specified in the TO Contractor's approved Training Plan	NTP + 40 Business Days
2.12	Provide user manual and administrator guides	NTP + 30 Business Days

<b>ID</b>	<b>Deliverable</b>	<b>Time of Performance</b>
2.13	Maintenance Services	One year from expiration of warranty period
2.13	Maintenance Services (Optional Second Year)	One year from expiration of first maintenance year
2.14	Consulting Services (Optional)	As required in separate NTP

## **2.16 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. These may include, but are not limited to:

1. The State’s System Development Life Cycle (SDLC) methodology at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: SDLC.
2. The State Information Technology Security Policy and Standards at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: Security Policy.
3. The State Information Technology Project Oversight at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: IT Project Oversight.
4. The State of Maryland Enterprise Architecture at [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: MTAF Guiding Principles.
5. The TO Contractor shall follow the project management methodologies that are consistent with the PMI’s Project Management Body of Knowledge Guide. TO Contractor’s staff and subcontractors are to follow a consistent methodology for all TO activities.

## **2.17 CONTRACTOR EXPERTISE REQUIRED**

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

## **2.18 RETAINAGE**

Not applicable.

## **2.19 INVOICING**

Payment will only be made upon completion and acceptance of the deliverables as defined in Section 2.15.

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 7, is not submitted.

The TO Contractor shall submit invoices for payment every 30 days for accepted deliverables. A copy of the notice(s) of acceptance shall accompany all invoices submitted for payment.

### **2.19.1 INVOICE SUBMISSION PROCEDURE**

This procedure consists of the following requirements and steps:

1. The invoice shall identify DBM 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.
2. 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 7, for each deliverable being invoiced) submitted for payment to DBM at the following address: Director, Fiscal Services; Maryland DBM/OIT; 45 Calvert Street, Room 434; Annapolis, MD 21401.
3. 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.

## **2.20 REPORTING**

The TO Contractor and the TO Manager shall conduct weekly progress meetings. A weekly project progress report shall be submitted one full business day prior to the discussion to the TO Manager and shall contain, at a minimum, the following information:

1. 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;
2. Work accomplished during the weekly period;
3. Deliverable progress, as a percentage of completion;
4. Problem areas, including scope creep or deviation from the work plan;
5. Planned activities for the next reporting period;
6. Gantt chart updated from the original to show actual progress; as applicable, explanations for variances and plan for completion on schedule; and
7. 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.

## **2.21 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 a mutually 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.

## **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 of two possible responses: 1) a proposal or 2) a completed Attachment 10 - Notice to Master Contractors explaining why the Master Contractor will not be submitting a proposal.**

### **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, proposed PMT, to address the requirements outlined in Section 2, including timing of deliverables.
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.

##### **B) Proposed Personnel**

1. Identify and provide resumes for all proposed personnel by labor category.
2. Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.
3. Complete and provide Attachment 4 – Labor Classification Personnel Resume Summary.

##### **C) Subcontractors**

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

##### **D) Master Contractor and Subcontractor Experience and Capabilities**

1. Provide three examples of projects that you have completed that were similar in scope to the one defined in this TORFP Scope of Work. Each of the three examples must include a reference 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.
2. Provide a listing of **all** contracts held with the State of Maryland during the last five years. Information for each contract must include the following information:

- a. Name of the State agency.
- f. Name, title, and telephone number of point-of-contact for the contract.
- g. Type, and duration of contract(s).
- h. The services provided, scope of the contract and performance objectives satisfied.
- i. 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.

E) Proposed Facility

- 1. Identify Master Contractor's facilities, including address, from which any work will be performed.

F) State Assistance

- 1. Provide an estimate of expectation concerning participation by State personnel.

G) Confidentiality

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

### **3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE**

H) A description of any assumptions on which the Master Contractor's Financial Proposal is based;

I) Completed Financial Proposal - Attachment 1 including:

- 1. Fixed-price dollar figures rounded to the nearest whole dollar (Deliverables 2.5, 2.6 and 2.9, 2.11 and 2.13).
- 2. List all Deliverables, even those not separately priced.
- 3. Provide a fixed-price amount for additional user licenses.
- 4. Applicable labor categories and time and material dollar figures rounded to the nearest whole dollar (Deliverable 2.14).

## **SECTION 4 - PROCEDURE FOR AWARDING A TASK ORDER AGREEMENT**

### **4.1 PROPOSED SOLUTION 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.

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

1. How well the proposed PMT meets the requirements of the TORFP.
2. Experience, capability and references for the Master Contractor and proposed subcontractors.

### **4.2 SELECTION PROCEDURES**

1. All Master Contractors will be requested to make oral presentations provide demonstrations of their proposed PMT (see Section 1.8).
2. All Master Contractors with qualified TO Proposals that meet the TORFP requirements 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.
3. Qualified TO Proposal financial responses will be reviewed and ranked from lowest price to highest price proposed. Financial responses will be evaluated only on the fixed-price Deliverables 2.5, 2.6 and 2.9, 2.11 and 2.13. Deliverable 2.14 is optional and shall not be included in the financial evaluation).
4. The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit will receive greater weight than price.

### **4.3 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. A separate NTP will be issued for Deliverable 2.14 should DBM determine the need for the services.

**ATTACHMENT 1 – PRICE PROPOSAL**

**PRICE PROPOSAL FORM**

**FOR CATS TORFP # F10P6200847**

**ATTACHMENT 1 - PRICE PROPOSAL FORM**

<b>Identification</b>	<b>Deliverable</b>	<b>Proposed Price</b>
2.5	Project Management Plan (Gantt Chart and Work Breakdown Structure)	
2.6	PMT, including instructions for installation, fully installed and operational to base configurations	
2.9	Successful completion of Acceptance Testing Plan	
2.11	Training and instructional materials	
2.13	Maintenance (year one)	
2.13	Maintenance (year two)	
Total Proposed Fixed Price		

<b>Identification</b>	<b>Proposed Labor Category</b>	<b>Hourly Labor Rate*</b>
2.14 – Consulting Services (Optional)		

**\*Optional Only – Not included in financial evaluation.**

\_\_\_\_\_  
Authorized Individual Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Tax ID #

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

## ATTACHMENT 2 – TASK ORDER AGREEMENT

### CATS TORFP# F10P6200847 OF MASTER CONTRACT #050R5800338

This Task Order Agreement (“TO Agreement”) is made this day of Month, 200X by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, Department of Budget and Management (DBM).

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
  - a. “Agency” means DBM, as identified in the CATS TORFP # ADPICS PO.
  - b. “CATS TORFP” means the Task Order Request for Proposals # ADPICS PO, dated MONTH DAY, YEAR, 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 Sue Woomer. 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 DBM 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 Stacia Cropper 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 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:

Director, Fiscal Services  
Maryland DBM/OIT  
45 Calvert Street, Room 434  
Annapolis, Maryland 21401

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 BUDGET AND MANAGEMENT

\_\_\_\_\_  
By: Sue Woomer, TO Procurement Officer

\_\_\_\_\_  
Date

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

### **ATTACHMENT 3 – 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 4 – 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.

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

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



## **ATTACHMENT 5 – DIRECTIONS**

### **TO THE PRE-TO PROPOSAL CONFERENCE**

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

#### **From the Eastern Shore or Route 2:**

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

#### **From Either Direction:**

5. Follow Rowe Blvd. to the third traffic light.
6. Stay to the right when the road splits before the Treasury Building.
7. Turn right onto Calvert St.
8. 45 Calvert Street is the first building immediately on the right.
9. Room 164 is on the first floor.
10. Stop and register with the Security Guard; you will be directed to Room 164.

#### **Parking:**

The closest garage is next to 45 Calvert St. but must be entered from Clay St. This is the second right turn after turning onto Calvert St. Turn right onto Clay St. immediately after passing 45 Calvert St.

Another garage is available about a half of a block down from 45 Calvert St. on the left, called Gotts' Garage.

There is also limited metered parking available on Calvert and surrounding streets.



# ATTACHMENT 7 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Department of Budget and Management

TORFP Title: Portfolio Management Tool

TO Manager: Stacia Cropper; 410-260-6256

**To:**

The following deliverable, as required by TO Agreement #F10P6200847, 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 2.13 OF THE TORFP.

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

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

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP #F10P6200847 for the Office of Information Technology Portfolio Management Tool. 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 Sue Woomer, TO Procurement Officer, Department of Budget and Management (DBM) 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 1.6 OF THE TORFP

## ATTACHMENT 9 – 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 Budget and Management (the “Department”), and \_\_\_\_\_ (“TO Contractor”), a corporation with its principal business office located at \_\_\_\_\_ and its principal office in Maryland located at \_\_\_\_\_.

### RECITALS

**WHEREAS**, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for the Office of Information Technology Portfolio Management Tool TORFP No. F10P6200847 dated May 26, 2006, (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 Budget and Management:**

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

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

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

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

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

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

SUBMIT AS REQUIRED IN SECTION 1.6 OF THE TORFP

**EXHIBIT A**

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

Printed Name and Address  
of Employee or Agent

Signature

Date

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

## ATTACHMENT 10 – NOTICE TO MASTER CONTRACTORS

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. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. If you have chosen not to propose to this TORFP, you must complete and e-mail this notice to [swoomer@dbm.state.md.us](mailto:swoomer@dbm.state.md.us). If you are submitting a TO Proposal, we also ask that you take a few minutes and provide comments and suggestions regarding the enclosed TORFP.

TORFP Title:	Office of Information Technology Portfolio Management Tool
TORFP Project Number:	F10P6200847
Functional Area:	(1) Enterprise Service Provider

If you have responded with a "not submitting Task Order Proposal", please indicate the reason(s) below:

- Other commitments preclude our participation at this time.
- The subject of the TORFP is not something we ordinarily provide.
- We are inexperienced in the services required.
- Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- The scope of work is beyond our present capacity.
- We cannot be competitive. (Explain in REMARKS section.)
- Time allotted for completion of a Task Order Proposal is insufficient.
- Start-up time is insufficient.
- TORFP requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- Other: \_\_\_\_\_.

If you have submitted a Task Order Proposal, but wish to offer suggestions or express concerns, please use the Remarks section below.

Remarks:

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Master Contractor

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

Contact Person: \_\_\_\_\_ Phone \_\_\_\_ - \_\_\_\_ - \_\_\_\_ E-mail \_\_\_\_\_

SUBMIT AS REQUIRED IN SECTION 3.1 OF THE TORFP

## ATTACHMENT 11 - Sample MITDP Quarterly Report

<b>Project Description:</b> As required by 2006 legislation, the Department will...
<b>Project Status:</b> The project is in the planning phase. SDLC requirements documents have been approved by...
<b>Best Practices:</b> Agency architecture is compliant with MTAF policy #2006-02. Agency policies were sent to the Chief on mm/dd/yyyy. PM is PMI certified.
<b>Known / Anticipated Cost Changes:</b> None
<b>Known / Anticipated Scope Changes:</b> None
<b>Monitoring &amp; Oversight:</b> Peer review concluded 4/30/06 with no pending issues

Financial Summary (Q3 as of 03/31/2006)						
Funding Source	Cumulative Development (Dev) Costs (includes Encumbrances) through Q3	Estimate d (Est) Dev Costs Q4	Total Est Dev Costs through Q4	Total Est Dev Costs	Remaining Est Dev Costs as of Q4 end	% of Est Dev Costs Expended through Q4
GF						
SF						
FF						
RF						
MITDPF	800,000	200,000	1,000,000	8,000,000	7,000,000	12.5%
Totals:	800,000	200,000	1,000,000	8,000,000	7,000,000	12.5%
Out Year Development Costs						
	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011	Total
GF						
SF						
FF						
RF						
MITDPF	2,000,000	2,000,000	3,000,000			7,000,000
Totals:	2,000,000	2,000,000	3,000,000	0	0	7,000,000
Estimated Operations and Maintenance Costs						
	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011	Total
GF				1,000,000	1,000,000	2,000,000
SF						
FF						
RF						
MITDPF						
Totals:	0	0	0	1,000,000	1,000,000	2,000,000

## Sample MITDP Quarterly Report (cont.)

<b>Total Est. Project Cost:</b> \$8,000,000		<b>Agency PM:</b> Doug Jones, PMP		<b>DBM PM:</b> Christina Webster, PMP	
<b>Start / End:</b> May 15, 2006- Oct. 30, 2009		<b>Exec Sponsor:</b> John Smith		<b>ITPR:</b> 2007	
<b>Risk Assessed:</b> Low		<b>Agency CIO:</b> Ed Howard		<b>IT Master Plan:</b> FY07	
<b>Contractor(s):</b> Networks, Inc.	<b>Contract Amt:</b> \$1M	<b>Terms:</b> Fixed price	<b>Start/End Date:</b> 01/15/06-6/30/06	<b>Agency CM:</b> Diligent B. Worker	

	Quarterly Reports	Peer Review	Portfolio Review	IV&V Activity
<b>FY05</b>				
<b>FY06</b>	Received 2 <sup>nd</sup> and 3 <sup>rd</sup>	Concept: 1/15/06 Requirements: 4/15/06	9/30/05	Planned for completion 12/15/06
<b>FY07</b>				

SDLC Phase	Project Management Activities Q3 FY06	SDLC Docs
<b>1. Initiation</b>	Agency in compliance with Federal mandate providing appropriate justification.	Concept; Sys Boundary
<b>2. System Concept Development</b>	Web-based with COTS DMS. Monthly vendor meetings being conducted regularly.	RFP; ITPR
<b>3. Planning</b>	Peer Review Committee formed, chair elected and charter signed on May 15, 2006.	Agency ITMP
<b>4. Requirements Analysis</b>	Used State of Virginia (VITA) requirements for guidance. POC with VITA is Todd Spanders,	Requirements
<b>5. Design</b>		
<b>6. Development</b>		
<b>7. Integration &amp; Test</b>		
<b>8. Implementation</b>		
<b>9. Operations &amp; Maintenance</b>		
<b>10. Disposition</b>		

<b>Q3 Cost Changes:</b> Confirmed federal funding will match all anticipated development costs.
<b>Q3 Scope Changes:</b> None
<b>Q3 Schedule Changes:</b> Kickoff delayed one week to bring new Project Manager onboard.
<b>Q3 Staffing / Contracting Changes:</b> TORFP in evaluation as of 3/31/06 for design and development

## ATTACHMENT 12 - STATE SOLICITATIONS REPORT

Agency	Solicitation Name - Brief Description of Solicitation	Vehicle	Awarded NLT	Trans. Time	Release Date	Proposal Due Date	BPW	MBE Goal	SBR ?	MITDP ?	ITPR ?	Status/Notes
XXX	<b>Human Services Shared Data 2 System and Project Requirements: As required by federal mandate, establish requirements for a web-based cross-cutting application that...</b>											
	Approx. Value: \$2,000,000 Term: 7/1/06-6/30/07 Awards: Networks, Inc. Customer: Ed Howard, Ph.D. PMO Assigned: Christina Webster, PMP PLO Assigned: Diligent B. Worker DBM Procurement Officer: L. A. Domino, CPA	CATS	06/30/06	30 days	05/15/06	06/15/06	#06-242	30%	Y	Y	Y	3-year cross-cutting IT development project to meet federal mandate

## ATTACHMENT 13 - TORFP STATUS

### TORFP Status Date

#### Released

Date Released	Proposal Due Date	TO Requesting Agency	Functional Area	TO Title (click on the title to go to the TORFP)	TO Number
Num	Num	Alpha-num	Num	<a href="#">Hyperlink</a>	Alpha-num
Num	Num	Alpha-num	Num	<a href="#">Hyperlink</a>	Alpha-num

#### Under Evaluation

Date Released	Proposal Due Date	TO Requesting Agency	Functional Area	TO Title (click on the title to go to the TORFP)	TO Number
05/15/06	06/15/06	XXX	2	<a href="#">Hyperlink</a>	XXXP7000022
Num	Num	Alpha-num	Num	<a href="#">Hyperlink</a>	Alpha-num

#### Awarded

Date Awarded	TO Number	TO Requesting Agency	Functional Area	TO Title (click on the title to go to the TORFP)	TO Contractor	# of Proposals	Amount of Award
2/10/06	XXXP6002022	XXX	2	<a href="#">Hyperlink</a>	Networks, Inc.	17	\$1,000,000

## ATTACHMENT 14 - ACTIVE CONTRACTS REPORT

Ref. No.	Contract Title	Contract Description	Contract Type (DBM/Statewide)	POC	Division	ADPICS Number	Contract Value	Contract Start Date	Contract Expiration Date	Total No. of Renewal Options	No. of Renewal Options Left	Total Contract Period	MBE Goal	eMM Fees
07-01		Human Services Shared Data 2 Design and Development	Fixed Price	Ed Howard, Ph.D.	IT	XXXXP7000022	\$2,000,000	07/01/2006	06/30/2007	0	0	06/30/2007	30%	\$125
Num	Scalable alpha-num	Scalable alpha-num	Alpha-num	Scalable alpha-num	Alpha	Scalable alpha-num	\$num	Mm/dd/yyyy	Mm/dd/yyyy	Alpha-num	Num	Mm/dd/yyyy	Num%	Alpha-num