



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

**REQUIREMENTS & DESIGN OF ASSIST UPGRADE**

**CATS II TORFP # V00B2400050**

**DEPARTMENT OF JUVENILE SERVICES  
INFORMATION TECHNOLOGY UNIT**

**ISSUE DATE: JANUARY 18, 2012**

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## KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services II (CATS II) 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 II Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a TO Proposal to this TORFP. The Master Contractors choosing not to submit a proposal must submit a Master Contractor Feedback form. The form is accessible via, your CATS II 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 II RFP issued by the Maryland Department of Information Technology and subsequent Master Contract Project Number 060B9800035, including any amendments.

<b>TORFP Title:</b>	Upgrading ASSIST
<b>Functional Area:</b>	Functional Area 10 - IT Management Consulting Services
<b>TORFP Issue Date:</b>	01/18 /2012
<b>Closing Date and Time:</b>	02/09/ 2012 at 3:30PM
<b>TORFP Issuing Agency:</b>	Department of Juvenile Services
<b>Send Questions and Proposals to:</b>	James D. Sult, Procurement Specialist Supervisor <a href="mailto:sultj@djs.state.md.us">sultj@djs.state.md.us</a> Ofc Ph 410.230.3326 fax 410.333.4191
<b>TO Deputy CIO:</b>	Michael Pryor Office Phone Number: 410-230-3342 Office FAX Number: 410-230-3212
<b>TO Manager:</b>	Sharen Epps Office Phone Number: 410-230-3126 Office FAX Number: 410-230-3212
<b>TO Project Number:</b>	12-JS-017V00B2400050
<b>TO Type:</b>	Fixed Price
<b>Period of Performance:</b>	Nine (9) months with three (3) one month options
<b>MBE Goal:</b>	0% percent
<b>Small Business Reserve (SBR):</b>	No
<b>Primary Place of Performance:</b>	Department of Juvenile Services IT Unit/ 2 <sup>nd</sup> Floor 120 West Fayette Street Baltimore, MD 21201

**TO Pre-proposal Conference:**

01.31.2012 @ 10:00AM

## **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 (TOA) scope issues, and for authorizing any changes to the TOA.

The TO Manager has the primary responsibility for the management of the work performed under the TOA; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS II Master Contract; and, in conjunction with the selected Master Contractor (TO 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 TO Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific TOA, Attachment 2, will then be entered into between the State and the selected TO Contractor, which will bind the selected 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 date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. The TO Proposal is to be submitted mail (*e-mail size limit is 4 GB*) in MS Word format. The "subject" line in the e-mail submission shall state the TORFP # 12-JS-017/V00B2400050. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP # 12-JS-017/V00B2400050 Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP #12-JS-017/V00B2400050 Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Fixed Price Proposal
- Attachment 3 – Conflict of Interest and Disclosure Affidavit
- Attachment 4 – Labor Classification Personnel Resume Summary
- Attachment 11 – Living Wage Affidavit of Agreement

### **1.4 MINORITY BUSINESS ENTERPRISE (MBE)**

There is no MBE requirement for this TORFP.

This decision was determined jointly by the Director of Procurement, Chief Information Officer, and the MBE Administrator in the Department of Juvenile Services. Minority businesses are encouraged to participate as Master Contractors.

### **1.5 CONFLICT OF INTEREST**

The TO Contractor awarded the TOA 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 form (included as Attachment 3 in 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.

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1/19/2012

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 120 West Fayette Street; 2<sup>nd</sup> Floor Conference Room. 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 TOA in order to fulfill the requirements of the TOA. 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 CEILING**

Pursuant to Section 27 (C) of the CATS II Master Contract, the limitation of liability per claim under this TORFP shall not exceed the total TOA amount.

## **1.8 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES**

The Department of Information Technology (DoIT) is responsible for contract management oversight on the CATS II master contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of CATS II 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 II TOs are subject to review.

Attachment 10 is a sample of the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the checklist. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

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

### **2.1 PURPOSE**

The Department of Juvenile Services (DJS) was awarded the Byrne Memorial Justice Assistance Grant (BJAG) for the federal purpose area (FPA) of planning, evaluation and technology improvement programs. DJS is issuing this CATS II TORFP for consulting services to lead, collect and document business and technical requirements for reengineering its legacy system and ancillary applications. This will include analyzing existing work flow processes and recommending improvements to the system, the system data model and the business work flow processes in order to meet the goal of the IT Unit of maintaining a secure workflow system which supports integrated case management and residential direct care. It shall also include services required to develop and document the project management plan and all other related State system development life cycle (SDLC) documents listed in Section 2.6.2.

### **2.2 Objectives**

This effort has three main objectives.

1. Timeliness and quality of software deliverables and the elevation of business values through a fundamental shift from the current “Modular Integration” strategy to an enterprise level, service-oriented “Design for Operations” strategy.
2. Fully exploit the inherent extensibility of the existing core data model, incorporating critical back-office data for personnel, budget, certified training and resource management to support an agency wide activity-based approach to planning, administration, management and resource stewardship.
3. Migrate from the current collection of disparate functional and user interfaces, deployment and security platforms, and programming models and languages to an enterprise-wide framework of sustainable current technology.

### **2.3 REQUESTING AGENCY BACKGROUND**

The Maryland DJS provides individualized care and treatment to youth who have violated the law, or who are a danger to themselves or others. Through a variety of programs that reflect the most creative, effective and efficient use of resources, DJS strives to help youth, with the involvement of their families, reach their full potential as productive and positive members of society.

In November 1999, DJS replaced its existing mainframe application, Information System for Youth Services (ISYS), with a client-server system referred to as the Automated Statewide Support and Information Systems Tools (ASSIST). DJS’s infrastructure supports the agency’s core business activities of case management and residential direct care, by providing access to applications that allow communication, information collection, analytical tools, and reporting methods via an eight server environment. ASSIST currently provides and receives information to/from the University of Maryland’s Statewide Maryland Automated Record Tracking (SMART) system. This is to provide better case management tools to support a reform initiative in the current platforms of .NET and Silverlight. Other agencies that are electronically connected to ASSIST for data are the Department of Public Safety and Correctional Services (DPSCS) and the Department of Human Resources (DHR). There are approximately 1700 active users of which approximately 450 are concurrent users and the environment is expanding with data sharing challenges.

The DJS IT Unit has provided operational support for existing systems while developing other small applications for specific business needs. All DJS IT managed mission critical application modules are currently written in three different coding languages (Centura, VB, .Net). Many improvements have been made to the system however the 12-JS-017 Assist Upgrade TORFP



application layer remains programmed in Centura C++/Win32 source coding. This programming has reached a saturation point that requires analysis to ensure the system meets the current business model, as well as a design plan to re-engineer the code from a “sunset” platform.

## 2.4 DJS ROLES AND RESPONSIBILITIES

TO Procurement Officer – DJS representative is responsible for managing the TO solicitation and award process, change order process, and resolution of TOA scope issues.

TO Manager – TO Manager will assign tasks to the personnel being provided and will track and monitor the work being performed. Through the monthly accounting of deliverable hours for work types and actual work produced which will be reconciled with the hours invoiced.

## 2.5 REQUIREMENTS

### 2.5.1 REQUIRMENTS WITH ASSOCIATED DELIVERABLES

All requirements and deliverables must comply with State SDLC methodology and guidelines (See section 2.7 below) and the Project Management Body of Knowledge (PMBOK) best practices. The work to be accomplished by the TO Contractor Personnel under this TORFP includes but is not limited to the following:

Req. ID	Requirement	Associated Deliverable ID # From Section 2.5.2 (Where Applicable)
2.5.1.1	TO Contractor shall provide a lead, certified in project management, to coordinate and manage all TO Contractor activities as well as serve as first line contact with the TO Manager to regularly discuss progress of tasks, upcoming projects, historical performance, and resolve any issues that may arise pertaining to the contractor staff. The TO Contractor Lead will serve as liaison between the TO Manager and the senior Contractor management.	N/A
2.5.1.2	TO Contractor Personnel shall analyze the organization’s strategic business needs, processes, policies, data models and business systems to identify and recommend options for improving business processes and systems, including infrastructure (hardware & software).	2.6.2.6a, 2.6.2.6b, 2.6.2.7
2.5.1.3	TO Contractor Personnel shall lead and participate in the Concept Development, Planning and Requirements Analysis phases of the State’s SDLC.	N/A
2.5.1.4	TO Contractor Personnel shall review and update existing project documentation, and develop documentation in each of the required State’s SDLC phases that meet the requirements for this initiative.	See Section 2.7. Listing of SDLC artifacts can be found at <a href="http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx">http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx</a>
2.5.1.5	TO Contractor Personnel shall create a project work breakdown structure (WBS).	2.6.2.2
2.5.1.6	TO Contractor Personnel shall conduct requirement gathering meetings with appropriate DJS stakeholders to interpret, identify and document functional requirements.	2.6.2.6a, 2.6.2.6b
2.5.1.7	TO Contractor Personnel shall conduct technical meetings with appropriate DJS stakeholders to interpret, identify and	2.6.2.6b

	document technical requirements.	
2.5.1.8	TO Contractor Personnel shall develop and document functional requirements in a Function Requirements Document.	2.6.2.6a
2.5.1.9	TO Contractor Personnel shall review current system functionality (i.e. table structures, schemas, application code) to assist in documenting system, data and database requirements.	2.6.2.6b
2.5.1.10	TO Contractor Personnel shall conduct technical requirement gathering meetings with business and technical stakeholders.	2.6.2.6a, 2.6.2.6b
2.5.1.11	TO Contractor Personnel shall analyze, document and recommend necessary changes to the current data model to resolve business workflow incompatibilities.	N/A
2.5.1.12	TO Contractor Personnel shall provide documented analysis and recommendations for a migration strategy for current legacy application modules to a viable enterprise framework while utilizing techniques for improved efficiency and stability.	N/A
2.5.1.13	The TO contractor shall review current project documents i.e. (Charter, System Boundary Document, technical documents, user guides) and update as needed.	2.6.2.4
2.5.1.14	TO Contractor Personnel shall develop and document technical requirements in a Non-Functional Requirements Document.	2.6.2.6b
2.5.1.15	TO Contractor Personnel shall develop and document a requirements traceability matrix.	2.6.2.8
2.5.1.16	TO Contractor Personnel shall develop and document a Human Resource Management Plan.	2.6.2.2
2.5.1.17	TO Contractor Personnel shall deliver documentation in an organized, concise and effective manner.	2.6.2.1 to 2.6.2.10
2.5.1.18	TO Contractor Personnel shall transition this project from concept development through to requirements analysis to validate the feasibility and provide documented recommendations on how this project can be completed in a phased approach that is most beneficial for DJS and its users.	N/A
2.5.1.19	TO Contractor Personnel shall assist the DJS IT Unit project managers with verifying, updating and documenting the project charter and scope.	2.6.2.4
2.5.1.20	TO Contractor Personnel shall develop and document a comprehensive project management plan and all associated project plan as listed in deliverables.	2.6.2.4
2.5.1.21	TO Contractor Personnel shall develop an integrated master project schedule based on PMBOK's time management principles and meeting the acceptance criteria in Section 2.5.2	2.6.2.5
2.5.1.22	TO Contractor Personnel shall develop a master project schedule necessary to which achieves the scope of the	2.6.2.3

	project within the time frame of this contract.	
2.5.1.23	TO Contractor Personnel shall create, document and communicate to the project team, a requirements gathering, documentation, configuration, approval and management process.	2.6.2.4
2.5.1.24	TO Contractor Personnel shall document “As Is” and “To Be” processes.	2.6.2.7
2.5.1.25	TO Contractor Personnel shall develop and document a Master Test Plan.	2.6.2.11
2.5.1.26	TO Contractor Personnel shall develop and document requirement test cases, ensuring that all requirements from the RTM are included in a test case.	2.6.2.9
2.5.1.27	TO Contractor Personnel shall develop and document associated requirements acceptance criteria.	2.6.2.6a, 2.6.2.6b, & 2.6.2.8
2.5.1.28	TO Contractor Personnel shall create and document a process to facilitate and obtain signoff on all required project documentation.	2.6.2.4
2.5.1.29	TO Contractor Personnel shall analyze and document the support needed to transition users to the updated system.	2.6.2.4
2.5.1.30	TO Contractor Personnel shall use the integrated master project schedule to assist in performing a project time, cost and resource analysis to create and document a project time, cost and resource budget estimate.	2.6.2.10
2.5.1.31	TO Contractor Personnel shall: <ul style="list-style-type: none"> <li>• Be on time when reporting to an appointment at DJS or specified meeting location.</li> <li>• Act in a professional manner.</li> <li>• Be well prepared to complete tasks.</li> <li>• Complete tasks on time and with an acceptable level of quality as deemed by the DJS.</li> <li>• Adhere to DJS policies.</li> <li>• Participate in weekly project status meetings or as needed.</li> <li>• Report to the main DJS headquarters work location as needed. ( 120 E Fayette St, Baltimore, MD. 21201)</li> </ul>	N/A
2.5.1.32	Documents completed by the TO Contractor Personnel shall delivered on time, formatted using correct punctuation, spelling and grammar.	2.6.2.1 to 2.6.2.10
2.5.1.33	TO Contractor Lead must be responsible for compiling and submitting to the TO Manager via email, a one-page status report, on a mutually agreed upon time cycle, for their work that summarizes the following: <ul style="list-style-type: none"> <li>• Top three project reporting priorities</li> <li>• Updated project schedule</li> <li>• Actual Tasks &amp; Accomplishments for the reporting period</li> <li>• Planned Tasks &amp; Accomplishments for the next reporting period</li> </ul>	2.6.2.1

	<ul style="list-style-type: none"> <li>• Exceptions to Previously Planned vs. Actual for last reporting period with an explanation for the exception</li> <li>• Hours worked by individual TO Contractor personnel to date.</li> <li>• Financial report which should include all invoices submitted, paid and pending, organized by the State's SDLC phases in which the expenditure occurred.</li> </ul>	
2.5.1.34	<p>TO Contractor Personnel shall submit status reports to TO Manager. Status reports shall be:</p> <ul style="list-style-type: none"> <li>• Delivered no less than 24 hours ahead of the scheduled status meeting.</li> <li>• Delivered in the specified format described in 2.5.1.17 above.</li> <li>• Accurate &amp; complete.</li> </ul>	2.6.2.1

## 2.6 DELIVERABLES

### 2.6.1 DELIVERABLE SUBMISSION PROCESS

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager, one hard copy and one electronic copy compatible with Microsoft Office 2010, Microsoft Project 2010 and/or Visio 2010.

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

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

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (Attachment 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 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 2.10 Invoicing).

A written deliverable defined as a final document must satisfy the scope and requirements of this TORFP for that deliverable. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and must:

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

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

## 2.6.2 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

ID #	Deliverable Description	Acceptance Criteria	Deliverable Date
2.6.2.1	Status Reports	Weekly status report must summarize recent accomplishments and completed tasks, next week's scheduled tasks, current priorities, updated risks register and change requests. The status report will be in a mutually agreed upon format between the TO Contractor and DJS IT using MS Word 2010.	NTP + two weeks, and then weekly afterwards.
2.6.2.2	Project Management Plan with associated project plan elements: <ul style="list-style-type: none"> <li>• Project Charter and Scope <i>Draft Available</i></li> <li>• System Boundary Document <i>Draft Available</i></li> <li>• Communication Management Plan <i>Draft Available</i></li> <li>• Integration Management Plan (configuration).</li> <li>• Risk Management Plan <i>Draft Available</i></li> <li>• Requirements Management Plan</li> <li>• Change Management Plan (project &amp; organizational) <i>Draft Available</i></li> <li>• Human Resource Management Plan</li> <li>• Test Management Plan</li> <li>• Quality Assurance Management Plan</li> <li>• Time Management Plan</li> </ul>	Update and/or develop all required SDLC project documents based on the State's SDLC and PMBOK's principles and methodology. All documentation must be in Microsoft Word or Excel 2010 format and updated based on project needs and requirements throughout the State SDLC phases. Where "draft available" is indicated, a document already exist from prior attempts to initiate this project, however the documents need to be updated to reflect the current project.	NTP + 45days and then updated as needed.
2.6.2.3	Work Breakdown Structure & Dictionary	Identify, define and document deliverables by decomposing the scope into basic deliverables and identifying the relationship between predecessors and successors. Must be documented in MS Word 2010 format.	NTP + 60 days
2.6.2.4	Draft Integrated Master Project Schedule	The draft master project schedule must identify all tasks and subtasks in increments no greater than 80 hours, milestones and, resource loading and leveling (agency & contractor); with date/time duration estimates. The schedule must include all elements from the documented WBS. The schedule must adhere to the State's SDLC and PMBOK's principles and methodology for time management. The Project schedule must be in MS Project 2010 format.	NTP + 90 days, Afterwards, update weekly or as needed.
2.6.2.5	Integrated Baseline Master Project Schedule	The integrated baseline master project schedule must identify all tasks and subtasks in	NTP + 120 days

		increments no greater than 80 hours, milestones and, resource loading and leveling (agency & contractor), approved by the DJS IT management team. The schedule must include all elements from the documented WBS. The schedule must adhere to the State's SDLC and PMBOK's principles and methodology for time management. The Project schedule must be in MS Project 2010 format.	
2.6.2.6a	Functional Requirements	Consolidated document inclusive of all functional requirements and associated acceptance criteria, based on the business processes gathered, and analysis completed with the identification of necessary changes to the data and/or system model. Such documentation must be in Microsoft Word 2010 format and documented to meet industry standards best practices for requirements documentation, and must meet the business and technical goals of DJS IT.	NTP + 180 days
2.6.2.6b	Technical Requirements	Consolidated document inclusive of all technical requirements and associated acceptance criteria, based on the business processes gathered, and analysis completed with the identification of necessary changes to the data and/or system model. Such documentation must be in Microsoft Word 2010 format and documented to meet industry standards best practices for requirements documentation, and must meet the business and technical goals of DJS IT.	NTP + 225 days
2.6.2.7	As Is and To Be Processes	Written documentation of the "As Is" and "To Be" process roadmaps, meeting stakeholder expectations. Such documentation must be in Microsoft Word and/or Visio 2010 format and meet industry standard best practices for process documentation.	NTP + 270 days
2.6.2.8	Requirements Traceability Matrix	Create and load the documented requirements in an Excel format that allows the requirements to be traced throughout the State's SDLC.	NTP + 300 days
2.6.2.9	Test Cases	Written test cases must be completed and validated to ensure all requirements are represented. Such documentation shall be in Microsoft Excel 2010 format and include all information necessary to meet industry standard best practices for test case documentation.	NTP + 345 days

2.6.2.10	Estimate project time, cost and resources using the integrated master project schedule.	The project estimates must take into consideration the project cost, duration and resources, which include the cost of this contract along with the estimated cost to complete this project through to implementation and documented in Excel 2010 format where the type of cost are clearly delineated.	NTP + 365 days
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**2.7 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES**

The TO Contractor must comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects in Maryland, which are subject to periodic modification and expansion by the State or the Agency. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. Many current policies, guidelines and methodologies can be found at <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx> under “Policies and Guidance.” A TO Contractor must pay special attention to, and adhere to, the following:

- 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 Project Management Institute’s Project Management Body of Knowledge Guide shall be used by Master Contractors in the development of their project management methodologies. The TO Contractor, including its staff and any sub-contractors assigned to this TO Agreement, must follow a consistent methodology for all TO activities as described in the TO Proposal.

All TO Contractor personnel, while on-site at either Agency location or when representing the Agency pursuant to this TORFP, must adhere to all Agency policies, guidelines, dress codes, and other standards placed on Agency personnel. These standards will be provided to the TO Contractor prior to the start of work under the TO Agreement. The Agency reserves the right to modify, add to, or delete any of such standards at any time during the course of the TO Agreement.

Notwithstanding any other terms or conditions set forth in this TORFP, the following provisions shall apply:

- A. At the discretion of the Agency, any breach of confidentiality is cause for immediate termination of the TO Agreement with the TO Contractor.
- B. The Agency shall determine what Agency-related information falls within the definition of Confidential Information. Absent specific guidance from the Agency to the contrary, any and all information that the TO Contractor is exposed to during the course of the TO Agreement must be treated by the TO Contractor as Confidential Information. The TO Contractor shall have policies and procedures in place to ensure the confidentiality of such information.
- C. The TO Contractor shall perform a criminal background check on all of its employees, personnel, and subcontractors who have any access to Confidential Information. All persons assigned to this TO Agreement by the TO Contractor must not have been convicted of a felony.
- D. The TO Contractor shall provide for the physical and electronic security of Confidential Information at all times that such information is under the TO Contractor’s control, and the TO Contractor must be able to determine any breach of Confidential Information.



1. The TO Contractor shall in its Technical Proposal disclose to the Agency what safeguards it has in place to secure Confidential Information. The Agency does not intend to compromise the TO Contractor's own confidential or proprietary information with this requirement; however, the TO Agreement will not be awarded to a Master Contractor that does not have sufficient safeguards, or whose safeguards are not apparent to the Agency after reading the TO Proposal, to satisfy the Agency's security concerns and requirements.
  2. The Agency shall have the right to confirm that the TO Contractor has satisfied its obligations under the terms of the TO Agreement, which includes the right to review TO Contractor audits, summaries of test results, or other equivalent evaluations.
  3. The TO Contractor shall not make copies of any Agency-supplied Confidential Information, or any Confidential Information created as a result of work conducted under this TO Agreement, except as required for back-up or redundancy, and shall destroy or return to the Agency any such information that is no longer necessary for the TO Contractor to fulfill its obligations pursuant to the TO Agreement. In no event shall any data in the possession of the TO Contractor (as a result of this TORFP) survive the end of the TO Agreement, and the TO Contractor must certify any destruction (including back-up copies) to the Agency.
- E. Where prior written consent to subcontract is granted by the Agency, the TO Contractor remains responsible for ensuring that each subcontractor agrees to provide at least equivalent safeguards of Confidential Information to those of the TO Contractor. The TO Contractor must obtain Agency approval of these subcontractor safeguards prior to commencement of work by any subcontractor in relation to this TORFP. Notwithstanding any subcontract, it remains the TO Contractor's responsibility to the Agency to safeguard all Confidential Information.
- F. In the event of a breach or potential breach of Confidential Information, the TO Contractor shall immediately notify the Agency TO Manager (*Sharen Epps @ 410 230-3126 or epps@djs.state.md.us*) and the Agency's Help Desk (410-230-3434), and provide available details by telephone, with confirmation in writing.
1. The TO Contractor shall promptly and continually assess the extent and breadth of any possible or confirmed breach of the Agency's Confidential Information and shall remain in frequent, regular contact with the Agency regarding the incident.
  2. The TO Contractor shall take prompt action to remedy conditions that may have caused a breach, or, in the event of a potential breach, to address conditions that have been identified as having the potential to cause a breach.
- G. TO Contractor personnel shall not connect non-Agency hardware to the Agency's computing resources without prior written approval by the Agency's TO Manager; if approved, the TO Contractor is required to provide antivirus and operating system security protections equivalent to the Agency's protection of its own hardware.
- H. Terms related to confidentiality provisions shall survive the termination of the TO Agreement issued pursuant to this TORFP.

### **2.7.1 PERFORMANCE EVALUATIONS**

TO Contractor personnel shall be evaluated by the TO Manager on a quarterly, bi-annual or annual basis for each assignment performed during that period. The established performance evaluation is included as Attachment 12. Performance issues identified by the DJS are subject to the mitigation process described in Section 2.7.2 below.

## **2.7.2 PERFORMANCE PROBLEM MITIGATION**

In the event the DJS is not satisfied with the performance of TO Contractor personnel, the mitigation process is as follows. The TO Manager will notify the TO Contractor in writing describing the problem and delineating remediation requirements. The TO Contractor shall have three (3) business days to respond with a written remediation plan. The plan will be implemented immediately upon acceptance by the TO Manager. Should performance issues persist, the TO Manager may give written notice or request immediate removal of the individual whose performance is at issue.

## **2.7.3 SUBSTITUTION OF PERSONNEL**

The TO Contractor shall not substitute personnel without the prior approval of the DJS. All requests for substitutions shall comply with Section 2.9.6 of the CATS II Master Contract. The TO Manager shall have the option to interview the proposed substitute personnel. If the option to interview is exercised, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.

## **2.7.4 Work Hours**

The TO Contractor's assigned personnel will be available to work an eight-hour day (PPM is between 8:00 AM and 5:00 PM), Monday through Friday except for State holidays and service reduction days.

## **2.8 CONTRACTOR PERSONNEL EXPERTISE REQUIRED**

The Master Contractor must provide documentation that demonstrates it has the expertise and experience necessary to perform the services and provide the deliverables requested in this TORFP. Specifically, the Master Contractor's technical proposal must include the following:

- A. Detailed Staffing Plan. For the dual purposes of project efficiency and limitation of risk exposure, the Master Contractor shall propose the minimum number of persons necessary to satisfactorily perform the services requested in this TORFP, including all requirements set forth in this Section 2 - Scope of Work. All persons who will be assigned to work under the TO Agreement must be identified by name, and their individual credentials must be submitted to the Agency in the Master Contractor's Technical Proposal. At a minimum, the Master Contractor must provide a resume and any additional documentation including, if applicable, proper certification as described herein, for each proposed individual. During the evaluation of the technical proposal, the Agency will review the credentials of the proposed personnel. In the event that any individual proposed is not acceptable to the Agency, which will occur if the Agency determines that such individual does not meet the minimum qualifications required and set forth in Section 2.9 below, notice will be provided to the Master Contractor and the Master Contractor will be deemed not susceptible of award. After award of the TO Agreement, if it becomes necessary to replace an individual assigned to work on the TO Agreement, the TO Contractor shall provide at least 10 business days' notice of any proposed substitution of personnel to the TO Manager. The credentials of the proposed substitute must be equivalent or superior to the incumbent. The TO Manager must approve the substitution prior to the individual commencing work under the TO Agreement.
- B. Designation of Key Personnel. A Master Contractor may designate in its TO Proposal individuals as "Key Personnel." Those individuals designated as Key Personnel are persons whose credentials are critical, in the Master Contractor's opinion, to the ongoing success of the TO Agreement. The Agency will review the credentials of a Master Contractor's proposed Key Personnel, and will give additional consideration to such individuals in its review of technical proposals. For example, if all things are otherwise equal in two technical proposals, the Master Contractor that has proposed Key Personnel whose credentials are deemed superior in the sole discretion of the Agency may be determined to have a better technical proposal. After award of the TO Agreement, a TO Contractor that seeks to remove and substitute an individual previously designated as Key Personnel must provide the TO Manager at least 10 business days' advance written notice of the proposed substitution. TO Contractor must include in its

notice of proposed substitution the detailed credentials of any intended substitute, and the TO Contractor has the burden of proving/demonstrating that the credentials of the proposed substitute are equivalent or superior to the incumbent. The Agency reserves the right to interview, and to accept or reject, the proposed substitute personnel. Key Personnel shall not be removed from the TO Agreement without the prior approval, in writing if practicable, of the Agency's TO Manager.

- C. Commitment to Training of TO Contractor Personnel Assigned to the TO Agreement. The TO Contractor shall provide training for substitute personnel in both the technical and business requirements of this TORFP, at the TO Contractor's own time and expense. This training must result in a substitute that is immediately capable of functioning as a productive member of the TO Contractor's project team. Any necessary training must be completed within two weeks of the substitute personnel's start date. By signing the TO Agreement, the TO Contractor shall be bound by this provision
- D. The Master Contractor must document a professional level of expertise in third generation or other generally accepted programming languages expertise. Minimum requirements are: experience designing, developing, testing, implementing and maintaining applications systems and programs using computer programming languages such as .NET, C#, Oracle, PL SQL. & XML.

All TO Contractor personnel shall be required to complete any and all paperwork deemed necessary by the Agency for security access to both the Agency's physical facility and computing resources. Refusal by any person assigned to the TO Agreement shall constitute immediate grounds for default by the TO Contractor. All TO Contractor personnel will be required to wear a badge, within plain sight identifying them by their name and the TO Contractor's name, at all times while on Agency premises.

## **2.9 CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS**

The following minimum qualifications are mandatory. The TO Contractor shall demonstrate in its technical proposal that it meets all minimum qualifications stated in this TORFP and is capable of furnishing all services and producing high quality deliverables required to successfully complete/accomplish the purpose of the TO Agreement. The TO Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms or individual subcontractors in order to perform as required. Specifically, the TO Contractor shall meet and/or provide personnel who meet the minimum requirements that follow:

- A. Certified in project management principles and methodologies.
- B. Four (4) years of experience designing, developing, testing, implementing and maintaining applications systems and programs using third generation or other generally accepted computer programming languages
- C. Three (3) years of experience designing, developing, implementing, maintaining and controlling data base management systems for multipurpose, multi-tasking computers. Minimum requirements are: Data Warehouse design, development and implementation. Oracle, PL SQL, XML, knowledge of SPSS, Hyperion.
- D. Two (2) years of experience designing, developing, implementing, maintaining and controlling data base management systems and network communications for multipurpose, multi-tasking computers. Oracle, DBM Tools, PL SQL.
- E. Four (4) years of technical writing experience in IT administrative or IT professional project work.
- F. Three (3) years of experience designing, developing, testing, implementing and maintaining application, communication, database (Oracle) or operating system software (XP, Windows Server, Linux).

## **2.10 WORK ORDER**

### **2.10.1 WORK ORDER PROCESS**

The TO Manager will determine on an as needed basis which TO Contractor assignments will require an approved Word Order. The Work Order process is only applicable on tasks as designated by the TO Manager. The process for a Work Order request is as follows:

- 1) The TO Manager shall e-mail a Work Order request in the form of Attachment 13, to the TO Contractor Lead, to provide services. The request may include:
  - a. technical requirements and description of the services needed;
  - b. performance objectives and/or deliverables, as may be applicable;
  - c. due date and time for submitting a response to the request;
  - d. performance testing period; and
  - e. other specific information as requested from the TO Contractor.
- 2) The TO Contractor Lead shall e-mail a response to the TO Manager within the specified time and include at a minimum:
  - a. a response that details the TO Contractor's understanding of the requirement/work;
  - b. a description of the proposed work plan in narrative format including time schedules, and if required a WBS chart. This description shall include a schedule of resources including proposed subcontractors and related tasks, including an explanation of how tasks will be completed.
  - c. Identification of those activities or phases that can be completed independently or simultaneously versus those that must be completed before another activity or phase can commence.
  - d. The personnel resources, including those of DJS and subcontractors, and estimated hours to complete the task.
- 3) The TO Manager will review the response and will either approve the work or contact the TO Contractor Lead to obtain additional information, clarification or revision to the work. If satisfied, the TO Manager will then email the TO Contractor with approval to proceed.

## **2.11 INVOICING**

Three (3) copies of each invoice will be submitted by the TO Contractor to the TO Manager, via USPS, on a monthly basis by the 15<sup>th</sup> business day of each month for all work completed in the previous month. Invoices submitted more than 30 calendar days late, will be reduced by 10% and will continue to be reduced by 5% every subsequent 30 calendar days until submitted.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS II Master Contract. Proper invoices for payment shall contain the TO Contractor's Federal Tax Identification Number (FEIN), 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 with the invoice.

The TO Contractor shall submit invoices for payment, on or before the 15<sup>th</sup> day of the month following receipt of the approved Agency Acceptance of Deliverable Form signed by the TO Manager.

### **2.11.1 INVOICE SUBMISSION PROCEDURE**

This procedure consists of the following requirements and steps:

- A) A proper invoice must identify DJS as the TO Requesting Agency, description of deliverables completed during the period being invoiced, associated TOA number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact name, title and direct telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (such as, itemized billing reference for employees, including detail of work hours and applicable signed Acceptance of Deliverable forms – Attachment 7, for each deliverable being invoiced) submitted for payment to the Department of Juvenile Services at the following address:  

ATTN: Sharen Epps  
DJS, TO Manager  
IT Unit, 2<sup>nd</sup> Flr.  
120 W Fayette Street, Room 203  
Baltimore, MD 21201
- C) The invoice 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 TOA. In no event shall any invoice be submitted later than 60 calendar days from the TOA termination date. Any invoice submitted after the 60 calendar period will not be paid.

## **SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS**

### **3.1 REQUIRED RESPONSE**

Each Master Contractor receiving this CATS II 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 Master Contractor Feedback Form. The feedback form helps the State understand for future contract development why Master Contractors did not submit proposals. The form is accessible via the CATS II 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 II TORFP. A TO Proposal shall contain the following sections in order:

#### **3.2.1 TECHNICAL PROPOSAL**

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

- 1) Executive Summary: A high level overview of the Master Contractor's understanding of the background, purpose, and objectives of the TORFP. The Executive Summary shall summarize the solution for achieving the objectives of the TORFP.
- 2) Proposed Solution: A detailed narrative of the Master Contractor's proposed methodology and solution for completing the requirements and deliverables in Section 2 - Scope of Work. This section should include a comprehensive schedule of tasks and estimated times frames for completing all requirements and deliverables. The Master Contractor must include a detailed description of any tasks to be performed by State or third party (including subcontractors) personnel.
- 3) Proposed WBS: A matrix or table that shows a breakdown of the tasks required to complete the requirements and deliverables in Section 2 - Scope of Work. The WBS should reflect the chronology of tasks without assigning specific time frames or start / completion dates. The WBS may include tasks to be performed by the State or third parties, if applicable. This Proposed WBS will be revised in the early stages of this TOA by mutual agreement between the Agency and the Master Contractor, and the Detailed Project Plan Deliverable 2.6.2.3 will capture the final WBS version.
- 4) Proposed Project or Work Schedule: A Gantt or similar chart containing tasks and estimated time frames for completing the requirements and deliverables in Section 2 - Scope of Work, including tasks to be performed by the State and any third party, if applicable. The final schedule will be incorporated by the TO Contractor into the Detailed Project Plan, and submitted as a component of Deliverable 2.6.2.5, after the TO Contractor has the opportunity to develop realistic time frames for each task, milestone, and deliverable – after a review of the planned schedule with the Agency's TO Manager following contract award.
- 5) Contractor Performance Risk Assessment: Identification and prioritization of risks inherent in meeting the requirements in Section 2 - Scope of Work. Each Master Contractor must include, in its Technical Proposal, a description of strategies it will implement to mitigate project risks.
- 6) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal. Master Contractors should avoid assumptions that counter or constitute exceptions to TORFP terms and conditions. Exceptions to the TORFP or the proposed TO

Agreement, including any attachment or exhibit thereto, may cause the Master Contractor to be deemed not susceptible of award.

- 7) Proposed Tools: A description of any tools, for example hardware and/or software applications that will be used to facilitate the work.
- 8) Acceptance Criteria: A statement acknowledging the Master Contractor's understanding of the acceptance criteria.

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category. Each resume must feature prominently the proposed individual's skills and experience as they relate to the requirements set forth in Section 2 – Scope of Work.

NOTE: In addition, for each proposed individual, the proposal must identify whether that individual is currently employed by the Master Contractor or any proposed subcontractor, and if not, details of any prior contracts on which the proposed individual has worked on projects with the Master Contractor or proposed subcontractors.

- 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in accordance to Section 2.9.
- 3) Provide the names and titles of the Master Contractor's management staff who will supervise (1) the TO Contractor's personnel and (2) the quality of services rendered and deliverables produced under this TOA
- 4) Complete and provide Attachment 4 – Labor Classification Personnel Resume Summary with the TO Proposal. If the TO Contractor is unable to obtain a signature on any proposed personnel's resume, prior to submitting a TO Proposal to the Agency, the Agency will accept a signed copy at the time of oral presentations- if the Master Contractor is selected to proceed to the oral presentation stage of proposal evaluation.

C) MBE Participation

- 1) No MBE participation required for this procurement

D) Subcontractors

- 1) Identify all proposed subcontractors, and their roles in the performance of Section 2 - Scope of Work.

E) Master Contractor and Subcontractor Experience and Capabilities

Provide up to three examples of projects or contracts the Master Contractor has completed that were that were comparable to the tasks, services, and deliverables stated in this TORFP, with specific focus on the provisions of Section 2 - Scope of Work. Each example will serve as a reference, and the Agency may contact all or any of the persons associated with the project example, and, as such, the example must include contact information for the client organization complete with the following:

- a) Name of organization.
- b) Point of contact name, title, and telephone number
- c) Services provided as they relate to Section 2 - Scope of Work.
- d) Start and end dates for each example project or agreement/contract. If the Master Contractor is no longer providing the services, explain the reason that it is no longer providing the services(s)

- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all agreements and contracts it currently holds, or has held within the past five years with any entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
  - a) Name of organization.
  - b) Point of contact name, title, and telephone number
  - c) Services provided as they relate to Section 2 - Scope of Work.
  - d) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain the reason that it is no longer providing the service(s).
  - e) Dollar value of the contract.
  - f) Whether the contract was terminated before the original expiration date.
  - g) Whether any renewal options were not exercised.

**Note** - State of Maryland experience can be included as part of Section E2 above as project or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

- F) Proposed Facility
  - 1) Identify Master Contractor's facilities, including address, from which any work will be performed when not on-site at the Agency.
- G) State Assistance
  - 1) Provide an estimate of expectation concerning participation by State personnel and proposed use of State resources.
- 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 FINANCIAL RESPONSE**

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal);
- B) Attachment 1 and/or 1A - Completed Price Proposal. The contract resulting from this TORFP will be firm fixed price. The Master Contractor's Price Proposal shall set forth pricing and invoicing in four stages based on the deliverables noted in Section 2.6 of this TORFP.



## SECTION 4 – TASK ORDER AWARD PROCESS OVERVIEW

### 4.1 Overview

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS II TORFP. In making the TOA award determination, the Department of Juvenile Services will consider all information submitted in accordance with Section 3.

### 4.2 TECHNICAL PROPOSAL EVALUATION CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance. Technical evaluation criteria will include an assessment of the quality of Master Contractor proposal responses to Sections 3.2.1.

- A. Master Contractor's Technical Proposal. The Master Contractor's Technical Response to TORFP Requirements, which must demonstrate that the Master Contractor has a firm understanding of all requirements set forth in Section 2 - Scope of Work. The Agency will review and evaluate the technical skills and breadth of experience of proposed personnel to determine if the team proposed by the Master Contractor is likely to satisfactorily perform services and timely complete quality deliverables outlined in Section 2.6. The Agency must also review the technical proposals and determine if the Master Contractor has met the minimum qualifications outlined in Section 2.9 of this TORFP. Specifically, the Agency will pay close attention to the details in the TO Proposal surrounding the following:
1. Master Contractor's Staffing Plan. The Agency will review all proposals – including provisions related to the Master Contractor's Staffing Plan, Personnel Qualifications, and Professional Experience, including the resumes and capabilities of "Key Personnel" and other staff to be assigned to this TO Agreement. Additional weight will be given to the credentials of individuals designated as "Key Personnel" in the Master Contractor's TO Proposal.
  2. Credentials and Experience. Experience of the proposed personnel, as demonstrated by candidate resumes and references, to perform the services as defined in Section 2.5 and in accordance with minimum qualifications in Sections 2.8 and 2.9. If a Master Contractor proposes more than one (1) individual with credentials described in Section 2.9 Item 5 of this TORFP, then the Agency may deem that technical proposal superior to others that are otherwise equal. The Agency prefers that the proposed personnel to be assigned to the TO Agreement shall be employees of the Master Contractor or proposed subcontractors, with the limited exception for individuals that have had direct and substantial previous work experience with the Master Contractor or a proposed subcontractor. The Agency's evaluation of the Master Contractor's TO Proposal will be based, in part, on past experience of the proposed personnel having worked together as a team. The Master Contractor must be able to assert in its proposal that it is confident in the credentials of the proposed personnel, the ability of such personnel to maintain confidentiality of Agency information, and the capability of such personnel in all respects to perform fully the TO Agreement requirements. Master Contractors must disclose in the TO Technical Proposal which of the proposed personnel are employees of the Master Contractor or its Subcontractor(s), which are non-employees, and which non-employees (if any) have specifically worked with the Master Contractor or Subcontractors in the past. All such relationships must be substantiated in the Master Contractor's TO Proposal. In evaluating technical proposals, preference will be given to client references in the local, state, or federal government sectors.
- B. Master Contractor's Experience and Capability. Experience and demonstrated ability of the Master Contractor and the proposed Subcontractor(s), if any, in performing substantially similar services and providing comparable deliverables as required by this TORFP . The Master Contractor may demonstrate its experience and capabilities through references that indicate the Master Contractor is able to provide both

written and oral presentations of findings and recommendations to its clients. The quality of a Master Contractor's TO Technical Proposal submission, in addition to the quality of any oral presentation requested by the Agency prior to award of any TO Agreement, will be considered indicative of the Master Contractor's ability to convey information and present findings and recommendations to the Agency. A Master Contractor should be prepared to make an oral presentation and/or participate in discussions within two to four weeks of the closing date for receipt of proposals as stated in this TORFP. The TO Procurement Officer will contact Master Contractors when the schedule for such presentations is set by the Agency. The Agency reserves the right to award the TO Agreement based solely on the TO Proposals received, which shall include the oral presentation/interview described in Section 1.4 of the TORFP, but without further discussions. This determination shall be based solely on the best interest of the Agency or State.

- C. Master Contractor's Financial Capability. A Master Contractor shall provide evidence that it has the financial capability to provide the services and deliverables required by this TORFP. For example, a Master Contractor may submit copies of year-end abbreviated Profit and Loss (P & L) and Balance sheets for the last two (2) years. Additional or alternative financial statements may be provided; however, any documentation submitted to satisfy this requirement must be for the entity proposing to provide the services under this RFP and not for any prospective owners, parent companies, or other entity not directly involved in the performance of the TO Agreement.
- D. Proposed TO schedule. How effectively the proposed work scheduled is aligned with the deliverable criteria and the fixed cost proposal.

#### **4.3 SELECTION CRITERIA**

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2.9 and quality of responses to Section 3.2.1 of the TORFP. TO Proposals deemed technically qualified will have their financial proposal considered. All others will be deemed not reasonably susceptible to award and 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 TO Proposal, considering both technical and price submissions, that is deemed most advantageous to the Agency shall be selected for award of the TOA. In light of the highly technical and sensitive work to be performed as a result of this TORFP, technical credentials (including both (1) technical ability to perform the assessment and (2) experience in comparable-risk business environments) will be given greater weight than price in the Agency's award decision

#### **4.4 COMMENCEMENT OF WORK UNDER A TOA**

Commencement of work in response to a TOA shall be initiated only upon issuance of a fully executed TOA, a Non-Disclosure Agreement (To Contractor), a Purchase Order, and by a Notice to Proceed authorized by the TO Procurement Officer.

# ATTACHMENT 1 – FIXED PRICE PROPOSAL

## PRICE PROPOSAL FORM

PRICE PROPOSAL FOR CATS II TORFP # V00B2400050

Identification	Deliverable	Proposed Price
2.6.2.1	Status reports	
2.6.2.2	Project Plan with associated project plan elements	
2.6.2.3	Work Breakdown Structure and Dictionary	
	1 <sup>st</sup> Milestone Payment	
2.6.2.4	Draft Integrated Master Project Schedule	
2.6.2.5	Integrated Baseline Master Project Schedule	Cost included with Deliverable 2.6.2.2
	2 <sup>nd</sup> Milestone Payment	
2.6.2.6a	Functional Requirements	
2.6.2.6b	Technical Requirements	
2.6.2.7	As Is and To Be Processes	
2.6.2.8	Requirements Traceability Matrix	
	3 <sup>rd</sup> Milestone Payment	
2.6.2.9	Test Cases	
2.6.2.10	Project time, cost and resource estimates	
	Final Milestone Payment	
<b>Total Proposed Fixed Price</b>		

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

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

\_\_\_\_\_  
Title

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

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

## ATTACHMENT 1A – T&M PRICE PROPOSAL

### PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS II TORFP # V00B2400050

#### Labor Categories

These Labor Categories will be used on an as needed basis via the Work Order Process. Rates listed should be fully loaded hourly labor rates. The column B, Total Class Hours are for evaluation purposes only, actual hours will be determined if and once this option is exercised.

Optional Labor Categories	A	B	C
	Hourly Labor Rate	Total Class Hours	Total Proposed CATS II TORFP Price
Business Analyst	\$	400	\$
Functional Analyst	\$	400	\$
Technical Analyst	\$	400	\$
Technical Writer	\$	400	\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
<b>Total Evaluated Price</b>			\$

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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. Rates must include all direct and indirect costs and profit for the Master Contractor to perform under the TOA.

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

12-JS-017 Assist Upgrade TORFP

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1/19/2012

## ATTACHMENT 2 – TASK ORDER AGREEMENT

### CATS II TORFP# V00B2400050 OF MASTER CONTRACT #060B9800035

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 Juvenile Services.

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 Department of Juvenile Services, as identified in the CATS II TORFP # V00B2400050.
  - b. “CATS II TORFP” means the Task Order Request for Proposals # V00B2400050, dated MONTH DAY, YEAR, including any addenda.
  - c. “Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and TO Contractor dated \_\_\_\_\_.
  - d. “TO Procurement Officer” means Michael Pryor. 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 Department of Juvenile Services and TO Contractor.
  - f. “TO Contractor” means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_.
  - g. “TO Manager” means Sharen Epps 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 II TORFP dated date of TO Proposal – Technical.
  - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS II 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 II TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
    - a. The TO Agreement,

- b. Exhibit A – CATS II TORFP
- c. Exhibit B – TO 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 II TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of \_\_\_\_\_, commencing on the date of Notice to Proceed and terminating on Month Day, Year.

### 4. Consideration and Payment

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

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

TO Contractor Name

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

\_\_\_\_\_  
Date

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

STATE OF MARYLAND, Department of Juvenile Services

\_\_\_\_\_  
By: Michael Pryor, 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 sub consultant 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 060B9800035.
2. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS II TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. This summary is required at the time of the interview.

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

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

## ATTACHMENT 4 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (CONTINUED)

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
<b>LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)</b>	
Education: (Insert the education description from the CATS II RFP from Section 2.10 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS II RFP from Section 2.10 for the applicable labor category.)	
Duties: (Insert the duties description from the CATS II RFP from Section 2.10 for the applicable labor category.)	

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

**Contractor's Contract Administrator:**

\_\_\_\_\_

Signature Date

**Proposed Individual:**

\_\_\_\_\_

Signature Date

## **ATTACHMENT 5 – DIRECTIONS**

Department of Juvenile Services  
One Center Plaza  
120 West Fayette Street  
Baltimore, Maryland 21201

### **From Points South**

- I-95 North to I-395 North via Exit 53 toward "Downtown"
- I-395 N becomes South Howard Street
- Turn Right onto West Pratt Street
- Turn Left onto South Charles Street
- Turn Left onto West Fayette Street
- Headquarters is located at the corner of West Fayette Street and Park Avenue (across from the Sheraton Hotel)

### **From Points North**

- I-95 South to I-395 North via Exit 53 toward "Downtown"
- I-395 N becomes South Howard Street
- Turn Right onto West Pratt Street
- Turn Left onto South Charles Street
- Turn Left onto West Fayette Street
- Headquarters is located at the corner of West Fayette Street and Park Avenue (across from the Sheraton Hotel)

Note: Hourly & day rate parking is available at convenient area garages

# ATTACHMENT 6 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: Requirements & Design of ASSIST Upgrade

TO Agreement Number: #V00B2400050

Title of Deliverable: \_\_\_\_\_

TORFP Reference Section # \_\_\_\_\_

Deliverable Reference ID # \_\_\_\_\_

Name of TO Manager: Sharen Epps

\_\_\_\_\_

TO Manager Signature

\_\_\_\_\_

Date Signed

Name of TO Contractor's Project Manager: \_\_\_\_\_

\_\_\_\_\_

TO Contractor's Project Manager Signature

\_\_\_\_\_

Date Signed

SUBMIT AS REQUIRED IN SECTION 2.6 OF THIS TORFP.

## ATTACHMENT 7 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Department of Juvenile Services

TORFP Title: Requirements & Design of ASSIST Upgrade

TO Manager: Sharen Epps 410-230-3126

**To:**

The following deliverable, as required by TO Agreement #V00B2400050, 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 SECTIONS 2.6 AND 2.11 **ERROR! REFERENCE SOURCE NOT FOUND.** OF THIS TORFP.

12-JS-017 Assist Upgrade TORFP

1/19/2012

## 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 II TORFP #V00B2400050 for Requirements & Design of ASSIST Upgrade. 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 above, the OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7, except in connection with the preparation of it's 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 Michael Pryor, Department of Juvenile Services 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 THIS 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 Juvenile Services (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 Requirements and Design of Upgrading ASSIST TORFP No. V00B2400050 dated \_\_\_\_\_, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B9800035; and

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

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

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

7. A breach of this Agreement by the TO Contractor or by the TO Contractor's Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.
8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
  - a. This Agreement shall be governed by the laws of the State of Maryland;
  - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
  - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
  - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
  - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
  - f. The Recitals are not merely prefatory but are an integral part hereof.

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

**Department of Juvenile Services:**

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

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

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

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

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

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

SUBMIT AS REQUIRED IN SECTION 1.6 OF THIS TORFP



## ATTACHMENT 10 – TO CONTRACTOR SELF-REPORTING CHECKLIST

The purpose of this checklist is for CATS II Master Contractors to self-report on adherence to procedures for task orders (TO) awarded under the CATS II master contract. Requirements for TO management can be found in the CATS II master contract RFP and at the TORFP level. The Master Contractor is requested to complete and return this form by the **Checklist Due Date** below. Master Contractors may attach supporting documentation as needed. Please send the completed checklist and direct any related questions to [contractoversight@doit.state.md.us](mailto:contractoversight@doit.state.md.us) with the TO number in the subject line.

<b>Master Contractor:</b>	
<b>Master Contractor Contact / Phone:</b>	
<b>Procuring State Agency Name:</b>	
<b>TO Title:</b>	
<b>TO Number:</b>	
<b>TO Type (Fixed Price, T&amp;M, or Both):</b>	
<b>Checklist Issue Date:</b>	
<b>Checklist Due Date:</b>	
<b>Section 1 – Task Orders with Invoices Linked to Deliverables</b>	
<p>A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, skip to Section 2.)</b></p>	
<p>B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why) _____</b></p>	
<p>C) Is the deliverable acceptance process being adhered to as defined in the TORFP?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why) _____</b></p>	
<b>Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials</b>	
<p>A) If the TO involves material costs, are material costs passed to the agency without markup by the Master Contractor?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why) _____</b></p>	
<p>B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why) _____</b></p>	
<p>C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why) _____</b></p>	
<b>Section 3 – Substitution of Personnel</b>	

<p>A) Has there been any substitution of personnel?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, skip to Section 4.)</b></p>
<p>B) Did the Master Contractor request each personnel substitution in writing?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>
<p>C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>
<p>D) Was the substitute approved by the agency in writing?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>
<p><b>Section 4 – MBE Participation</b></p>
<p>A) What is the MBE goal as a percentage of the TO value? <b>(If there is no MBE goal, skip to Section 5)</b>          %</p>
<p>B) Are MBE reports D-5 and D-6 submitted monthly?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>
<p>C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO)          %  <b>(Example - \$3,000 was paid to date to the MBE sub-contractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% (3,000 ÷ 10,000 = 0.30))</b></p>
<p>D) Is this consistent with the planned MBE percentage at this stage of the project?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>
<p>E) Has the Master Contractor expressed difficulty with meeting the MBE goal?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>    <b>(If yes, explain the circumstances and any planned corrective actions)</b>          _____</p>
<p><b>Section 5 – TO Change Management</b></p>
<p>A) Is there a written change management procedure applicable to this TO?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>
<p>B) Does the change management procedure include the following?</p> <p><b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> Sections for change description, justification, and sign-off</p> <p><b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements)</p> <p><b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)</p>

C) Have any change orders been executed?

Yes  No

**(If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)**

\_\_\_\_\_

D) Is the change management procedure being followed?

Yes  No  **(If no, explain why)** \_\_\_\_\_

SUBMIT AS REQUIRED IN SECTION 1.6 OF THE TORFP

# ATTACHMENT 11 – LIVING WAGE AFFIDAVIT OF AGREEMENT

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

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

Address \_\_\_\_\_

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

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

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

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

## If the Contract is a Living Wage Contract

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

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

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

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

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

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

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

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

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

SUBMIT AS REQUIRED IN SECTION 1.6 OF THIS TORFP

# ATTACHMENT 12 - PERFORMANCE EVALUATION

## TO CONTRACTOR PERSONNEL PERFORMANCE EVALUATION

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

For CATS II TORFP: V00B2400050

\_\_\_ 1<sup>st</sup> Quarter \_\_\_ 2<sup>nd</sup> Quarter \_\_\_ 3<sup>rd</sup> Quarter \_\_\_ 4<sup>th</sup> Quarter

Contractor Employee Name: \_\_\_\_\_

### CRITERIA ASSESSMENT SHEET - GENERAL FACTORS

DEPENDABILITY		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Lateness, Punctuality		5		3	2	1	+
Use of Unauthorized Leave				3	2	1	+
Compliance with Leave Policies & Procedures		5		3	2	1	+
Total Raw Score							=
Total Raw Score	13	12 - 11	10 - 8		7 - 5		4 - 3
<b>Rating for Dependability</b>	Far Exceeds	Exceeds	Meets		Below		Far Below
INITIATIVE		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Contribution		5	4	3	2	1	+
Self-Improvement		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score	10 - 9	8 - 7	6 - 5		4 - 3		2
<b>Rating for Initiative</b>	Far Exceeds	Exceeds	Meets		Below		Far Below
INTERPERSONAL RELATIONSHIPS		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Customer Service		5	4	3	2	1	+
Communication		5	4	3	2	1	+
Cooperation				3	2	1	+
Tact				3	2	1	+
Adaptability to Change		5	4	3	2	1	+
Total Raw Score							=

Total Raw Score	21 - 20	19 - 17	16 - 13	12 - 8	7 - 5	
<b>Rating for Interpersonal Relationships</b>	Far Exceeds	Exceeds	Meets	Below	Far Below	
<b>WORK HABITS</b>	Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Meeting Target & Timetables	5	4	3	2	1	+
Communication with Supervisor	5	4	3	2	1	+
Use of Time	5	4	3	2	1	+
Organization of Work Environment	5		3	2	1	+
Judgment Regarding Benefits & Privileges	5	4	3	2	1	+
Total Raw Score						=
Total Raw Score	25 - 23	22 - 18	17 - 13	12 - 8	7 - 5	
<b>Rating for Work Habits</b>	Far Exceeds	Exceeds	Meets	Below	Far Below	

**Contractor Employee Name:** \_\_\_\_\_

SUBMIT AS REQUIRED IN SECTION 2.7.1 OF THIS TORFP

## Attachment 13 – Sample Work Order

WORK ORDER	Work Order #	Contract #		
This Work Order is issued under the provisions of a XXX contract. The services authorized are within the scope of services set forth in the <i>Purpose</i> of the work order.				
<b>Purpose</b>				
<b>Statement of Work Requirements:</b>				
<u>Deliverable(s), Acceptance Criteria and Due Date(s):</u>				
<b>Deliverables are subject to review and approval by AGENCY prior to payment.</b> <i>(Attach additional sheets if necessary)</i>				
<b>Start Date</b>		<b>End Date</b>		
Cost				
Description for Task / Deliverables	Quantity (if applicable)	Labor Hours (Hrs.)	Labor Rate	Estimate Total
1.			\$	\$
2.			\$	\$
*Include WBS, schedule and response to requirements.		<b>AGENCY shall pay an amount not to exceed</b>		\$
<b>Contractor</b>		<b>AGENCY Approval</b>		
_____ <i>(Signature)</i> Contractor Authorized Representative (Date)		_____ <i>(Signature)</i> AGENCY TO Manager (Date)		
<b>POC</b>	<i>(Print Name)</i>	<b>TO Manager</b>		<i>(Print Name)</i>
<b>Telephone No.</b>		<b>Telephone No.</b>		
<b>Email:</b>		<b>EMAIL:</b>		

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

**EXHIBIT A**

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

Complete the following:

Printed Name and Address  
of Employee or Agent

Signature

Date

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

SUBMIT AS REQUIRED IN ATTACHMENT A OF THIS TORFP