

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



**DEPARTMENT OF INFORMATION TECHNOLOGY**

**SOLICITATION NUMBER F50B0600006**

**INDEPENDENT VERIFICATION AND VALIDATION (IV&V) -  
COMPTROLLER OF MARYLAND'S COMPASS PROGRAM**

**ISSUE DATE: JANUARY 8, 2020**

## KEY INFORMATION SUMMARY SHEET

<b>Solicitation Title:</b>	Independent Verification and Validation (IV&V) - Comptroller of Maryland, Compass Program
<b>Solicitation Number (TORFP#):</b>	F50B0600006
<b>Functional Area:</b>	Functional Area 10 - IT Management Consulting Services
<b>TORFP Issue Date:</b>	January 8, 2020
<b>TORFP Issuing Office:</b>	Department of Information Technology
<b>Department Location:</b>	100 Community Place, Crownsville, MD 21032
<b>TO Procurement Officer:</b> <b>e-mail:</b> <b>Office Phone:</b>	Dapheny McCray <a href="mailto:dapheny.mccray1@maryland.gov">dapheny.mccray1@maryland.gov</a> 410-697-9671
<b>TO Contract Monitor:</b> <b>e-mail:</b> <b>Office Phone:</b>	Steve Liberati <a href="mailto:stephen.liberati@maryland.gov">stephen.liberati@maryland.gov</a> 410-697-9650
<b>TO Proposals are to be sent to:</b>	<a href="mailto:Dapheny.mccray1@maryland.gov">Dapheny.mccray1@maryland.gov</a>
<b>TO Pre-proposal Conference:</b>	January 31, 2020 at 01:00pm Local 100 Community Place Crownsville, MD 21032 See <b>Attachment A</b> for directions and instructions.
<b>TO Proposals Due (Closing) Date and Time:</b>	February 18, 2020 at 09:00am Local Time Offerors are reminded that a completed Feedback Form is requested if a no-bid decision is made (see <b>Section 5</b> ).
<b>MBE Subcontracting Goal:</b>	20% (for the base period and all options)
<b>VSBE Subcontracting Goal:</b>	0%
<b>Task Order Type:</b>	Time and Material
<b>Task Order Duration:</b>	One year base period with 4 one-year option periods commencing from the Effective Date
<b>Primary Place of Performance:</b>	Compass Program Offices 45 Calvert Street Annapolis, MD 21401
<b>SBR Designation:</b>	No
<b>Federal Funding:</b>	No
<b>Questions Due Date and Time</b>	February 4, 2020 at 09:00am Local

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## 1 MINIMUM QUALIFICATIONS

### 1.1 Offeror Minimum Qualifications

There are no Offeror Minimum Qualifications for this procurement. Please see Sections 3.5 and 3.6 for experience and qualifications necessary to be considered reasonably susceptible for award.

The personnel proposed under this TORFP must meet all minimum qualifications for the labor category proposed, as identified in the CATS+ RFP, **Section 2.10**.

<http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016CATSPPlus2016RFP.pdf>). And subsequent Amendment #4 & Amendment – Section 2.10 update-see: [http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016\\_Section2.10\\_Amendment.pdf](http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016_Section2.10_Amendment.pdf)

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## 2 TO CONTRACTOR REQUIREMENTS: SCOPE OF WORK

### 2.1 Summary Statement

- 2.1.1 The Department of Information Technology (DoIT or "Agency") is issuing this CATS+ TORFP in order to solicit proposals for professional Independent Verification and Validation (IV&V) services. These IV&V services are for the Comptroller of Maryland's (COM's) Compass program, including the implementation of an Integrated Tax System (ITS) Solution consisting of a set of one or more Commercial-Off-the-Shelf (COTS) products to support tax functionality, scanning and imaging hardware and software, content management, and integration with the COM's existing Teradata data warehouse. The purpose of the IV&V support is to incorporate best practices to provide ongoing independent review and analysis of the entirety of the Compass program including supporting successful implementation of Compass Program components.
- 2.1.2 The TO Contractor ("TO Contractor") shall provide the following on an as directed and ad hoc basis:
- 2.1.2.1 Objective assessments of the quality, completeness, and effectiveness of implementation policies, processes, and deliverables required in the Compass implementation increments.
  - 2.1.2.2 Proactively detect and identify potential correction actions for cost and schedule variances.
  - 2.1.2.3 Assist Project Management and executive leadership in identifying risks and developing mitigation plans for these risks before they become issues.
  - 2.1.2.4 The TO Contractor shall provide independent oversight and improve the outcome of this critical information technology project by providing regular and periodic assessment of the project as it progresses through the implementation lifecycle.
  - 2.1.2.5 Identify and utilize best practices across the program and project life-cycle to help ensure the efficient and effective use of control policy and documentation.
- 2.1.3 DoIT intends to award this Task Order to one (1) Master Contractor that proposes a team that can best satisfy the Task Order requirements.
- 2.1.4 Master Contractors are advised that, should a solicitation or other competitive award be initiated as a result of activity or recommendations arising from this Task Order, the Offeror awarded this Task Order may not be eligible to compete if such activity constitutes assisting in the drafting of specifications, requirement, or design thereof.

### 2.2 Background and Purpose

The COM initiated the Compass Program to modernize the technologies utilized to support the primary mission of the COM – executive leadership for Maryland's financial management services through the fair and efficient collection of taxes, regulation of businesses, accurate forecasting and accounting of revenues and expenses, and the provision of exemplary taxpayer services, and technological services to State agencies.

#### 2.2.1 Agency Goals

The Compass Program supports the Agency's strategic goals: (1) provide public services in ways that achieve the highest level of individual and business customer satisfaction; (2) take advantage of existing and emerging IT applications to enhance business processes that currently use little or no technology, (3) improve the infrastructure for efficient implementation of these new technologies; and (4) vigorously enforce tax laws essential to the fair treatment of all taxpayers.

### **2.2.2 Compass Program Goals**

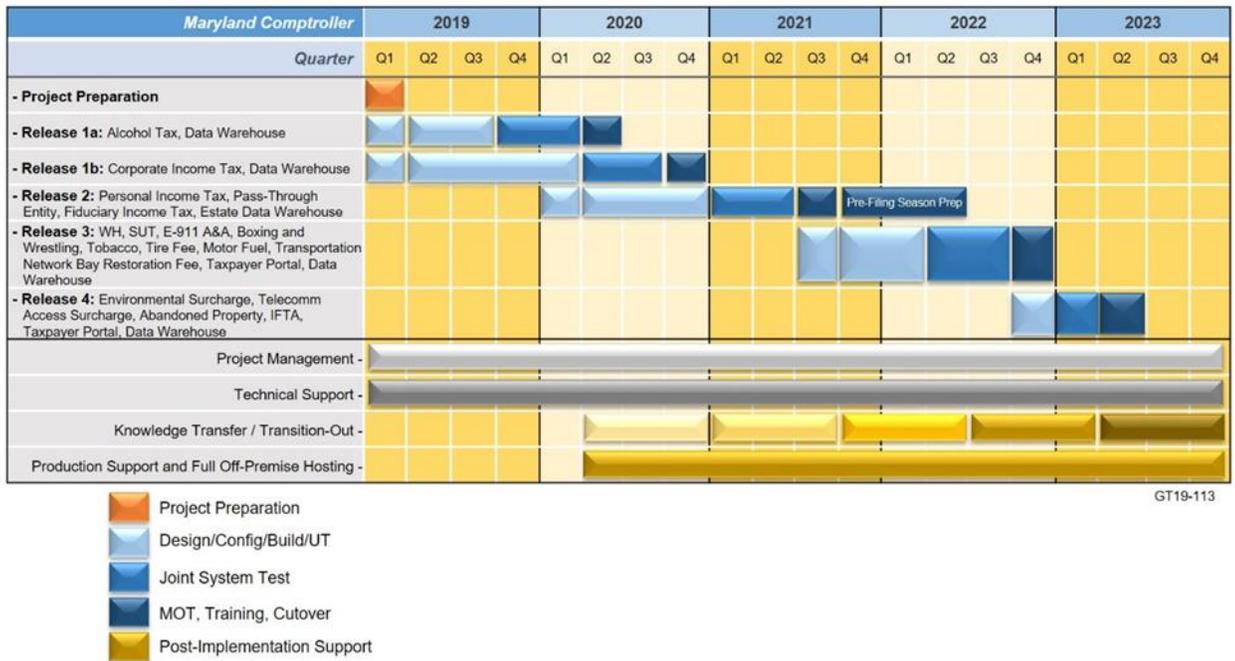
- 2.2.2.1 The ITS will replace the State of Maryland Tax (SMART) tax processing system, the Computer-Assisted Collection System (CACCS), and the COM Central Registration (CR) Application. The ITS will perform all functionality in the current systems. It will also incorporate several tax and fee types currently administered in other stand-alone systems. Consolidation of all taxes and fees into a uniform system of administration will streamline processing for the COM, resulting in better customer service to Maryland taxpayers.
- 2.2.2.2 The ITS Solution will allow the COM to maximize audit, collection, reporting, and estimating functionality either from within the provided ITS or via integration with the COM's data warehouse. Applying analytics to processing data will result in more efficient audit selection, targeted collections, flexible reporting, and more refined estimating.
- 2.2.2.3 The ITS Solution will centralize all document processing, imaging, and storage. COM users will be able to access all returns and reports filed, account information, payment information, correspondence, and related documents within the ITS Solution. This will reduce the number of systems that must be maintained and will allow the COM to migrate business processes to more modern, flexible and supportable technology.
- 2.2.2.4 The ITS Solution will allow COM to improve fraud detection and prevention programs. The availability of additional information in a centralized system will allow the COM to utilize more complete and complex fraud models. This will reduce the number of fraudulent refunds issued and streamline the pursuit and recovery of refunds obtained by fraud.
- 2.2.2.5 The ITS Solution will allow COM to maximize compliance with required and recommended security standards, internal controls, and policies by centralizing security. The COM will continue to improve its security posture by implementation of industry standard security controls (e.g., NIST SP 800-53, Cybersecurity Evaluation Framework) and Internal Revenue Services (IRS) Office of Safeguards guidelines (Publication 1075).
- 2.2.2.6 The ITS Solution will increase automation of business processes where possible in order to increase efficiency and better utilize available resources. The COM will realize a reduction in manual processing and increased time savings due to automation of work queues and approval processes and consolidation of all tax types and fees into the ITS Solution. Centralization will also allow for the automation of business collections processes.
- 2.2.2.7 The ITS Solution will increase the ability for taxpayers to manage their accounts via online self-service applications. The ability for taxpayers to manage their accounts online will provide them with enhanced visibility into account transactions. After an initial learning period, the COM anticipates that the increase in online services will result in a reduction in call center and Correspondence volumes.

- 2.2.2.8 The ITS Solution will include imaging and document processing to replace the current imaging equipment and processes. Offeror’s imaging solution may leverage the COM’s existing scanning equipment, if Offeror desires.
- 2.2.2.9 The ITS Solution will include an electronic filing capability to replace the current Modernized e-File (MeF), Online Individual Tax Filing (iFile), Online Business Tax Filing (bFile), and Fed/State Employment Taxes (FSET) processes.
- 2.2.2.10 The ITS Solution will provide a comprehensive content management capability to replace the COM’s current document management tools (Cabinet SAFE, OpenText, HighVIEW).
- 2.2.2.11 The ITS Solution will include the processing of Accounts Payable Reports and claims, and leverage the efficiencies of an integrated solution for the purposes of administration and offsets.

**2.2.3 Current Environment**

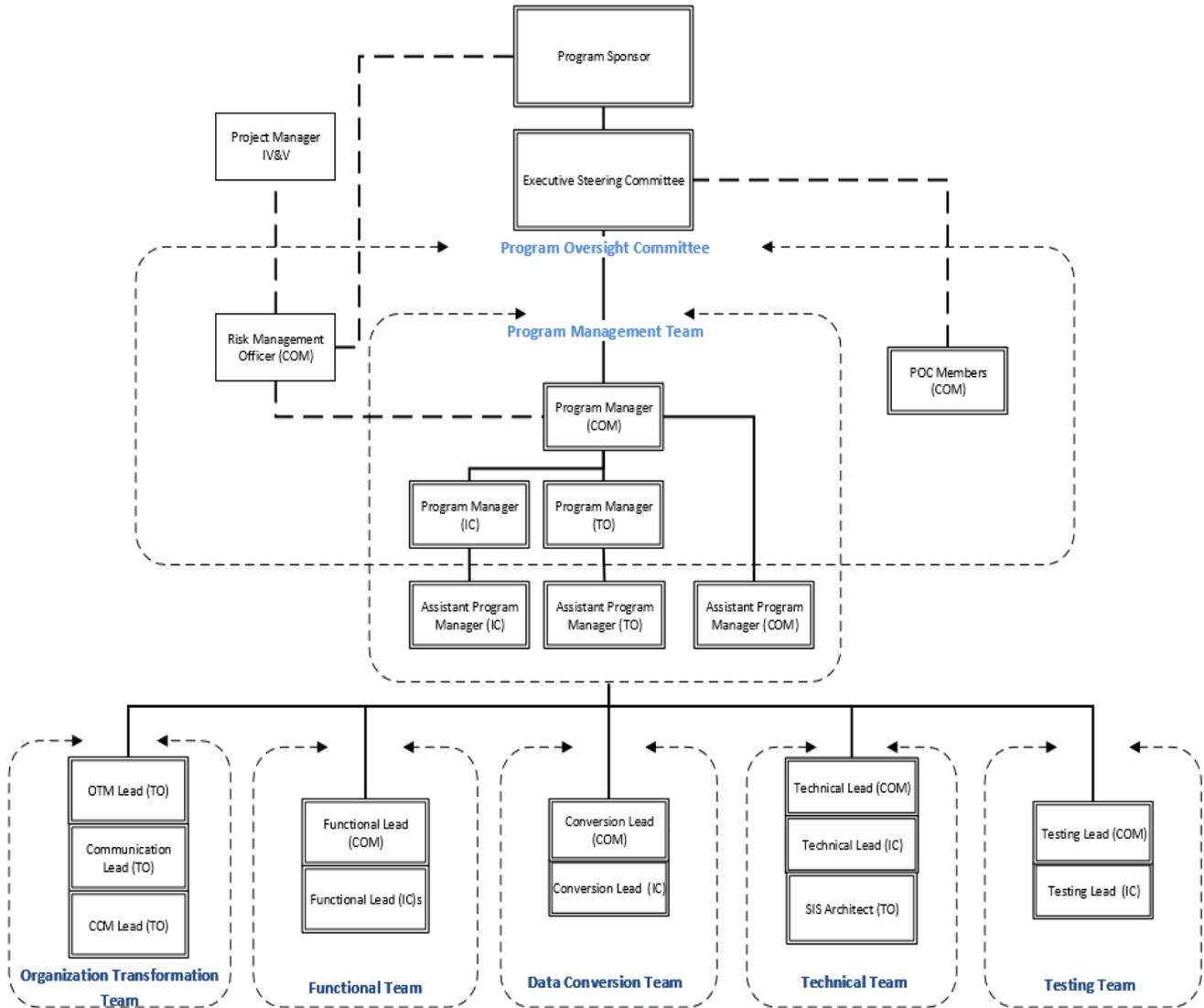
The COM has approximately 1,100 employees. The Agency administers the tax laws of the State and collects the revenue necessary to support State services. On an annual basis, the COM collects approximately \$16 billion dollars in revenue from 2.8 million individual taxpayers and 500,000 active businesses. The COM distributes funds to 23 counties, Baltimore City, and 157 municipalities throughout the State.

**2.2.4 Compass Program Schedule**



**2.2.5 State Staff and Roles**

- 2.2.5.1 Compass Program Governance and Management Roles



**2.2.6 State Responsibilities**

- 2.2.6.1 The State will provide standard office working facilities and equipment reasonably necessary for the TO Contractor’s performance.
- 2.2.6.2 The State is responsible for providing required information, data, documentation, and test data to facilitate the Contractor’s performance of the work, and will provide such additional assistance and services as is specifically set forth.

**2.3 Responsibilities and Tasks**

- 2.3.1 The TO Contractor shall provide all services and deliverables as required, described and detailed by this TORFP

- 2.3.2 The TO Contractor shall provide guidance to and meet all service and delivery timelines for the TO Contract Monitor, Compass Risk Officer (RO), DoIT Oversight Manager and/or Program Sponsor.
- 2.3.3 The TO Contractor shall provide the State with an independent assessment of the quality and appropriateness of the work performed under the Compass Program including, but not limited to, goods and services procured under TORFP #E00B6400091 IT Management Services and RFP# E00B8400029 Integrated Tax System, and provided by all contractors and sub-contractors associated with those contracts.
- 2.3.4 The TO Contractor shall aid in the early detection and correction of problems associated with the project lifecycle activities. The TO Contractor shall also assess and report on how well technology solutions meet the COM's functional and technical requirements and the desired business goals of the Compass Program.
- 2.3.5 The TO Contractor shall support the program and project risk management processes by identifying and assessing risks and issues, and working to identify mitigation strategies across the functions.
- 2.3.6 The TO Contractor shall provide independent written reports as directed in Section 2.4 Deliverables, and as requested by the TO Contract Monitor or the Compass RO assessing the progress towards attainment of program objectives.
- 2.3.7 The TO Contractor will function independently from the members of the Compass Program team, and will report bilaterally to the TO Contract Monitor and the Compass RO.
- 2.3.8 The TO Contractor will maintain consistent contact with the TO Contract Monitor and the Compass RO in the Office of Risk Management, sharing all IV&V products, outputs and deliverables simultaneously with the RO and the TO Contract Monitor. The IV&V TO Project Manager shall raise issues simultaneously with the TO Contract Monitor and the Compass RO, and shall share, as directed by them, with the Compass Program Sponsor for resolution.
- 2.3.9 The TO Contractor will attend and monitor meetings and presentations regarding project status, planning, risk and issue management, system design and test, and deliverable walk-throughs.
- 2.3.10 The TO Contractor shall provide independent written reviews and assessments of all draft and final planning and execution level program processes, artifacts and deliverables in support of the Compass Program. These work products include, but are not limited to:
- A. Program/project plans
  - B. Program/project schedules
  - C. Functional and technical requirements
  - D. Staffing plans
  - E. Requirements tracking
  - F. Requirements traceability and management artifacts
  - G. Observation of planning, review of test scripts, testing analysis and results review for the following events:
    - Data conversion
    - System integration
    - User acceptance
    - Performance
    - Load analysis and test
    - Cutover

- Interface planning
  - Integration testing
  - Disaster recovery and back-up
- H. Change management (Business process re-engineering, training and communications)
- I. Risk management
- J. Cost analysis
- K. System design documentation
- L. Business gap analyses and mitigation plans
- M. System security plans
- N. Configuration management
- O. Lessons learned documentation
- P. Any other processes, plans, documentation, programs, or issues as directed by TO Contract Monitor, or requested by the Compass Program Sponsor or Compass Program Management team
- 2.3.11 The TO Contractor shall review all work products for quality, accuracy, completeness, and adherence to contractual and functional/technical requirements and accepted best practices. The reviews shall identify schedule, cost and technical inconsistencies, errors, and other issues that may present a risk to the Program and shall recommend acceptance or rejection of deliverables based upon the above criteria (e.g., quality, accuracy, completeness, and adherence to requirements).
- 2.3.12 The TO Contractor's reviews, assessments, recommendations, and actions shall be based on professional evaluations of lifecycle cost, business best practices, and applicable standards such as Control Objectives for Information and related Technology (COBIT), National Institute of Standards and Technology (NIST), Capability Maturity Model Integration (CMMI), and PMI's Project Management Body of Knowledge (PMBOK).
- 2.3.13 The TO Contractor shall review risk planning, procedural documentation, and the risk register to form an assessment of the process on at least an annual basis, or as directed by the TO Contract Monitor or Compass RO. This includes the review of mitigation strategies developed by the Compass Program team for risks with a medium to high probability of occurrence, or for risks with a high impact if realized, providing mitigation recommendations for each.
- 2.3.14 Immediate communication shall be generated by the TO Contractor once a determination is made that circumstances exist that put the scope, budget, schedule, or viability of the project at significant risk. The TO Contractor shall communicate these risks and proposed mitigation simultaneously to the TO Contract Monitor, the COM RO and the Compass Program Management team. These communications are expected as part of the TO Contractor's ongoing support to provide DoIT and the COM with prompt notification of such significant circumstances.

### **2.3.15 Required Project Policies, Guidelines and Methodologies**

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting Information Technology projects, which may be created or changed periodically. Offeror is required to review all applicable links provided below and state compliance in its response.

It is the responsibility of the TO Contractor to ensure adherence to, and to remain abreast of new or revised laws, regulations, policies, standards and guidelines affecting project execution. These include, but are not limited to:

- A. The State of Maryland System Development Life Cycle (SDLC) methodology at: [www.DoIT.maryland.gov](http://www.DoIT.maryland.gov) - keyword: SDLC;
- B. The State of Maryland Information Technology Security Policy and Standards at: [www.DoIT.maryland.gov](http://www.DoIT.maryland.gov) - keyword: Security Policy;
- B. The State of Maryland Information Technology Non-Visual Standards at: <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>;
- C. The State of Maryland Information Technology Project Oversight at: [www.DoIT.maryland.gov](http://www.DoIT.maryland.gov) - keyword: IT Project Oversight;
- D. IRS requirements for the protection of Federal Tax Information as described in IRS Publication 1075 at: <https://www.irs.gov/pub/irs-pdf/p1075.pdf>;
- E. Security requirements as defined in NIST 800-53 Release 4 at: <https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf>; and
- F. Compass Program SDLC documentation.
- G. The TO Contractor shall follow project management methodologies consistent with the most recent edition of the Project Management Institute's *Project Management Body of Knowledge Guide*; and
- H. TO Contractor Personnel shall follow a consistent methodology for all Task Order activities.

## 2.4 Deliverables

### 2.4.1 Deliverable Descriptions/Acceptance Criteria

Note: For meetings and presentations described in this Section, due dates are approximate based upon the availability of attendees. For written deliverables, due dates that fall on a non-Business Day for the State shall be due the next Business Day. The TO Contractor will work to meet Time of Performance and proactively manage the project to avoid unexpected delays to deliverables. Issues with meeting Time of Performance dates should be raised to the TO Project/Contract Manager at least two weeks prior to due date of deliverables for resolution. For all Findings Reports, Plans, and Presentations, due to the sensitive nature of the material, deliverables shall be sent via secure communication. The TO Contractor and all TO Contractor Personnel assigned to the project shall sign and receive a copy of Attachment N – IV&V Data Policy.

**Note: DoIT reserves the right to update and revise any deliverable described in the table below. In addition, the TO Contractor may suggest other subtasks, artifacts, or deliverables to improve the quality and success of the assigned tasks.**

ID #	Deliverable Description	Acceptance Criteria	Time of Performance (Notice To Proceed (NTP) +Business Days)  Note: Offeror may propose alternate dates based on industry expertise Due Date / Frequency
2.4.4.1	<p><b>IV&amp;V Project Kick-Off Meeting</b> - The purpose of the meeting is to educate participants in the IV&amp;V process. The meeting shall accomplish the following: further define roles and responsibilities, establish logistical details and communication expectations, and clarify IV&amp;V tasks as needed. The TO Contractor shall facilitate the meeting. In preparation for the kick-off meeting, the TO Contractor shall provide a draft copy of the kick-off materials to the TO Contract Monitor and the Compass RO simultaneously, and may receive</p>	<ul style="list-style-type: none"> <li>• Meeting agenda;</li> <li>• Sign-in sheet for IV&amp;V kick-off participants;</li> <li>• Presentation material in MS Power Point or other acceptable medium;</li> </ul> <p>The agenda shall include, at a minimum:</p> <ul style="list-style-type: none"> <li>• Roles and responsibilities</li> <li>• IV&amp;V processes</li> <li>• IV&amp;V methodology</li> <li>• IV&amp;V objectives</li> <li>• Anticipated documentation needs</li> <li>•</li> </ul>	NTP+10 Business Days

ID #	Deliverable Description	Acceptance Criteria	Time of Performance (Notice To Proceed (NTP) +Business Days)  Note: Offeror may propose alternate dates based on industry expertise Due Date / Frequency
	information from the Compass Program Management team.		
2.4.4.2	<b>IV&amp;V Project Schedule</b> - The Project Schedule shall be a Microsoft Project file that includes a Gantt chart schedule of tasks and periods for all IV&V deliverables. The Plan shall be submitted simultaneously to the TO Contract Monitor and the Compass Program Manager.	The Project Schedule shall detail, at a minimum, the following components: <ul style="list-style-type: none"> <li>• Anticipated IV&amp;V tasks</li> <li>• Task estimates, represented in such increments as to facilitate effective task management</li> <li>• Resource assignments</li> <li>• Task and task dependencies</li> <li>• IV&amp;V milestones</li> </ul>	Final Delivery: NTP+25 Business Days. Updates quarterly, or as needed.
2.4.4.3	<b>IV&amp;V Management Plan</b> - The TO Contractor shall manage and carry out the IV&V services in accordance with the approved IV&V Management Plan. The Plan shall be submitted simultaneously to the TO Contract Monitor and the Compass Program Manager.	The Plan shall include, at a minimum, the following elements: <ul style="list-style-type: none"> <li>• A detailed description of how TO Contractor plans to perform the IV&amp;V services. This description must include baseline methodologies, strategies, standards, and approaches for executing each of the IV&amp;V activities within this TORFP</li> <li>• A set of IV&amp;V guidelines that will be utilized to validate all services procured as part of the Compass Program and their compliance with contract, program, technical, and functional requirements</li> <li>• An organizational chart and description of resources assigned to IV&amp;V activities, tasks, and deliverables, and descriptions of</li> </ul>	Final Delivery: NTP+25 Business Days.

ID #	Deliverable Description	Acceptance Criteria	Time of Performance (Notice To Proceed (NTP) +Business Days)  Note: Offeror may propose alternate dates based on industry expertise Due Date / Frequency
		coordination activities across the various resources <ul style="list-style-type: none"> <li>Description of the specific deliverables to be produced as a result of IV&amp;V activities</li> </ul>	
2.4.4.4	<b>IV&amp;V Weekly Project Status Reports</b> - These reports shall be Microsoft Word documents submitted bi-weekly via e-mail attachment with "IV&V Status Report" in the e-mail subject line.	The weekly Status Report shall include, at a minimum, the following elements: <ul style="list-style-type: none"> <li>Any administrative reporting period information</li> <li>Table listing IV&amp;V deliverables and the status of each</li> <li>Tasks accomplished during the reporting period</li> <li>Description of issues/risks confronting the TO Contractor in executing the IV&amp;V tasks, impact on performance, and mitigation strategies</li> <li>Project Schedule assessment (progress of the Project against planned tasks, duration, resources, completion dates, and milestones, and issues impacting the schedule)</li> <li>Recommendations for immediate and long-term activities to remediate variations and deviations in the schedule</li> <li>Tasks planned for the next reporting period</li> </ul>	NTP+ 14 Business Days for the first report and weekly thereafter for the duration of the period of performance
2.4.4.5	<b>IV&amp;V Baseline Findings Report</b> – This report shall be submitted via secure communication. Secure communication can be in the form of a password protected SharePoint site, FedEx CD, or	The Baseline Findings Report shall contain, at a minimum, the following elements: <ul style="list-style-type: none"> <li>One-page executive summary section that provides a concise overview of high priority</li> </ul>	No earlier than NTP+ 30 Business Days, no later than NTP+ 60 Business Days

ID #	Deliverable Description	Acceptance Criteria	Time of Performance (Notice To Proceed (NTP) +Business Days)  Note: Offeror may propose alternate dates based on industry expertise Due Date / Frequency
	other secure communication as agreed by the TO Contract Monitor. The Report shall be fact-based.	findings and recommendations organized by IV&V objectives <ul style="list-style-type: none"> <li>• Description of the methodology used to perform the IV&amp;V</li> <li>• Findings classified by risk categories</li> <li>• Table describing deficiencies with corresponding risk categorization, probabilities, impacts, priority and corrective</li> <li>• References to artifacts and meetings</li> </ul>	
2.4.4.6	<b>IV&amp;V Baseline Findings Presentation</b> - DoIT and the Compass RO shall be the audience for this presentation. The presentation shall be oral and accompanied by a Microsoft PowerPoint document. The PowerPoint file shall be submitted via secure communication (password protected document, SharePoint location, or other secure communication as agreed by the TO Contract Monitor) to the TO Contract Monitor and Compass RO simultaneously.	The Presentation shall cover the following topics, at a minimum: <ul style="list-style-type: none"> <li>• High priority findings and recommendations organized by IV&amp;V Objectives</li> <li>• Recommendations for next steps</li> <li>• The Presentation shall be concise and delivered in person at the appropriate level for DoIT and Agency executive management.</li> </ul>	Within 5 Business Days of providing the IV&V Baseline Findings Report (2.4.4.5)
2.4.4.7	<b>Letters of Observation (LOO)</b> – The TO Contractor shall report on select major issues noting process deficiencies and major problems areas of the project. These deficiencies as reported via the LOO are dictated by project need. Deficiencies forming the basis of the LOO are discovered in the course of normal IV&V activities.	The Letters of Observation shall include, at a minimum, the following details: <ul style="list-style-type: none"> <li>• Summary</li> <li>• Purpose</li> <li>• Approach</li> <li>• Observations</li> <li>• Suggestions/Recommendations</li> </ul>	Ongoing, as needed, and as identified/anticipated in the approved Project Schedule.

ID #	Deliverable Description	Acceptance Criteria	Time of Performance (Notice To Proceed (NTP) +Business Days)  Note: Offeror may propose alternate dates based on industry expertise Due Date / Frequency
		<ul style="list-style-type: none"> <li>Next Steps</li> </ul>	
2.4.4.8	<p><b>Document Reviews</b> - The TO Contractor shall provide review and comment of the draft versions of documented deliverables, procedures, policies, and schedules produced in the planning, execution and closeout of the project. Reviews comments shall be delivered under agreed upon deliverable schedule.</p>	<p>The document reviews will demonstrate an application of best practice and business acumen consistent with an experienced and independent review. At a minimum the reviews will note comments to include:</p> <ul style="list-style-type: none"> <li>Document title</li> <li>Draft version #</li> <li>Comment reference</li> <li>Comment</li> <li>Suggested solution</li> <li>Severity ranking (Critical, Substantive, Administrative)</li> </ul>	Deliverable receipt +3 Business Days.
2.4.4.9	<p><b>Lessons Learned Report(s)</b> - The TO contractor shall report on the overall success of the ITS project implementation, identified issues or deficiencies, and improvement suggestions for future projects. The Lessons Learned Report should represent IV&amp;V input to the process and shall be delivered simultaneously to the TO Contract Monitor and the Compass RO.</p>	<ul style="list-style-type: none"> <li>At a minimum, the Lessons Learned Report shall include lessons learned based in project activities as noted in 2.3.12.</li> </ul>	<ul style="list-style-type: none"> <li>At ITS implementation Project closure, as identified in the approved Project Schedule.</li> <li>As needed to support stage gate reviews or project lessons learned review schedules</li> </ul>
2.4.4.10	<p><b>IV&amp;V Risk Register</b> – The IV&amp;V team shall maintain a risk register with risks identified by the IV&amp;V team. This register shall provide, at a minimum the date identified, stated risk, a</p>	<p>Project Risk Assessment (identified risks to successful implementation of the Compass Program and the potential level of severity of these risks.)                      Recommended mitigation and/or resolution</p>	Updated as needed with the identification of new risks

ID #	Deliverable Description	Acceptance Criteria	Time of Performance (Notice To Proceed (NTP) +Business Days)  Note: Offeror may propose alternate dates based on industry expertise Due Date / Frequency
	description of the risk, source, suggested mitigation, best practice from which the mitigation derived. The risk register will act as an input to the project's risk process.	strategies to manage and/or eliminate the identified risks. This register shall provide at a minimum <ul style="list-style-type: none"> <li>• date identified</li> <li>• stated risk</li> <li>• description of the risk</li> <li>• source</li> <li>• suggested mitigation</li> <li>• best practice from which the mitigation was derived</li> </ul>	
2.4.4.11	<b>Controls Assessment Report</b> - the TO Contractor shall provide an assessment of status of management, operational, technical, and financial controls of the ITS prior to the completion of major milestones of the Project (See approved project schedule). Assessment Reports shall be delivered to the TO Contract Monitor.	A Controls Assessment Reports shall include, at a minimum, the following details: <ul style="list-style-type: none"> <li>• Management, operational, financial or technical controls reviewed</li> <li>• Evaluation framework and methodology used</li> <li>• Gap analysis</li> <li>• Recommended mitigation and/or resolution strategies to manage and/or eliminate the identified gaps</li> </ul>	Prior to each Phase-gate (Release 1a,1b,2,3,4)
2.4.4.12	<b>Project Assessment Update Reports</b> - At each phase gate, the TO Contractor shall provide an assessment of the activities, work products, deliverables, procedures, policies, and progress of all aspects at the completion of major milestones of the Project (See approved project schedule).	Formal report of the phase suitable for sharing with DoIT/auditors and legislators. The Reports shall contain, at a minimum, the following sections: <ul style="list-style-type: none"> <li>• <b>Project Assessment</b> - document the results of the review and analysis activities listed above.</li> </ul>	At each Phase-gate (Release 1a, 1b, 2, 3, 4) - and on request if a significant issue is identified that puts the project success in jeopardy.

ID #	Deliverable Description	Acceptance Criteria	Time of Performance (Notice To Proceed (NTP) +Business Days)  Note: Offeror may propose alternate dates based on industry expertise Due Date / Frequency
	<p>Assessment Reports shall be delivered to the TO Contract Monitor.</p>	<ul style="list-style-type: none"> <li>• <b>Findings</b> – update previous reports concerning the project status, readdress the strengths and deficiencies previously identified, and identify any new strengths or deficiencies.</li> <li>• <b>Recommendations</b> -will provide alternative approaches or solutions for correcting all current project deficiencies, as well as recommendations for addressing any risks, issues, or other impediments identified in the assessment.</li> </ul> <p>The findings will, at a minimum, address the following topics:</p> <ul style="list-style-type: none"> <li>• Assessment of the overall COM ability to support the program</li> <li>• Technological, financial, human, and political / management resources and constraints</li> <li>• Project planning and management</li> <li>• Project organization, governance, management, and oversight</li> <li>• Project scope and objectives</li> <li>• Project scheduling effectiveness;</li> <li>• Methodology for providing Earned Value Analysis to gauge project progress</li> <li>• Risk and issue management</li> </ul>	

ID #	Deliverable Description	Acceptance Criteria	Time of Performance (Notice To Proceed (NTP) +Business Days)  Note: Offeror may propose alternate dates based on industry expertise Due Date / Frequency
		<ul style="list-style-type: none"><li>Level of risk associated with proceeding to the next stage of the project.</li></ul>	

#### 2.4.2 Deliverable Submission

- A. Unless otherwise specified, written deliverables shall be compatible with Microsoft Office, Microsoft Project and/or Microsoft Visio within two (2) versions of the current version. At the Contract Monitor's discretion, one hard copy of a written deliverable may be requested.
- B. A standard deliverable review cycle will be elaborated and agreed upon by the TO Contract Monitor and the TO Contractor.
- C. For any written deliverable, the TO Contract Monitor may request a draft version of the deliverable in advance of the final due date for that deliverable, to comply with the minimum deliverable quality criteria listed in Section **Error! Reference source not found.**

#### 2.4.3 Deliverable Acceptance

- A. A final deliverable shall satisfy the scope and requirements of this TORFP for that deliverable, including the minimum quality as defined in Section 1.1.1.
- B. The TO Contract Monitor shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The TO Contract Monitor is responsible for coordinating comments and input from various team members and stakeholders. The TO Contract Monitor is responsible for providing clear guidance and direction to the TO Contractor in the event of divergent feedback from various team members.
- C. In the event of rejection, the TO Contract Monitor will formally communicate in writing any deliverable deficiencies or non-conformities to the TO Contractor, describing in those deficiencies what shall be corrected prior to acceptance of the deliverable in sufficient detail for the TO Contractor to address the deficiencies. The TO Contractor shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon period for correction.
- D. At the TO Contract Monitor's discretion, subsequent project tasks may be discontinued until deliverable deficiencies are rectified and accepted by the TO Contract Monitor or until the TO Contract Monitor has specifically issued, in writing, a waiver for conditional continuance of project tasks.

#### 2.4.4 Minimum Deliverable Quality

The TO Contractor shall subject each deliverable to its internal quality-control process prior to submitting the deliverable to the State.

Each deliverable shall meet the following minimum acceptance criteria:

- Be presented in a format appropriate for the subject matter and depth of discussion.
- Be organized in a manner that presents a logical flow of the deliverable's content.
- Represent information reasonably expected to have been known at the time of submittal.
- In each section of the deliverable, include only information relevant to that section of the deliverable.
- Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
- Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.

- Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.
- Must contain the date, author, and page numbers. When applicable for a deliverable, a revision table must be included.
- A draft written deliverable may contain limited structural errors such as incorrect punctuation and shall represent a significant level of completeness toward the associated final written deliverable. The draft written deliverable shall otherwise comply with minimum deliverable quality criteria above.

## 2.5 Required Project Policies, Guidelines and Methodologies

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting Information Technology projects, which may be created or changed periodically. Offeror is required to review all applicable links provided below and state compliance in its response.

It is the responsibility of the TO Contractor to ensure adherence to, and to remain abreast of new or revised laws, regulations, policies, standards and guidelines affecting project execution. These include, but are not limited to:

- A. The State of Maryland System Development Life Cycle (SDLC) methodology at: [www.DoIT.maryland.gov](http://www.DoIT.maryland.gov) - keyword: **SDLC**;
- B. The State of Maryland Information Technology Security Policy and Standards at: [www.DoIT.maryland.gov](http://www.DoIT.maryland.gov) - keyword: **Security Policy**;
- C. The State of Maryland Information Technology Non-Visual Standards at: <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>;
- D. The State of Maryland Information Technology Project Oversight at: [www.DoIT.maryland.gov](http://www.DoIT.maryland.gov) - keyword: **IT Project Oversight**;
- E. IRS requirements for the protection of Federal Tax Information as described in IRS Publication 1075 at: <https://www.irs.gov/pub/irs-pdf/p1075.pdf>;
- F. Security requirements as defined in NIST 800-53 Release 4 at: <https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf>; and
- G. The TO Contractor shall follow project management methodologies consistent with the most recent edition of the Project Management Institute's *Project Management Body of Knowledge Guide*.

## 2.6 Change Orders

- A. The TO Contractor and TO Project/Contract Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change.
- B. No scope of work changes shall be performed until a change order is approved by the TO Contract Monitor and executed by the DoIT Procurement Officer.

## 3 TO CONTRACTOR REQUIREMENTS: GENERAL

### 3.1 Invoicing

#### 3.1.1 Definitions

- A. “Proper Invoice” means a bill, written document, or electronic transmission, readable by the agency, provided by a vendor requesting an amount that is due and payable by law under a written procurement contract for property received or services rendered that meets the requirements of COMAR 21.06.09.02.
- B. “Late Payment” means any amount that is due and payable by law under a written procurement contract, without deferral, delay, or set-off under COMAR 21.02.07.03, and remains unpaid more than 45 days after an agency receives a Proper Invoice.
- C. “Payment” includes all required processing and authorization by the Comptroller of the Treasury, as provided under COMAR 21.02.07, and may be deferred, delayed, or set-off as applicable under COMAR 21.02.07.03.

#### 3.1.2 General

- A. Invoice payments to the Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract.
- B. The Contractor shall e-mail the original of each invoice and signed authorization to invoice to the TO Contract Monitor.
- C. All invoices for services shall be verified by the Contractor as accurate at the time of submission.
- D. Invoices submitted without the required information cannot be processed for payment. A Proper Invoice, required as Payment documentation, must include the following information, without error:
  - 1) TO Contractor name and address
  - 2) Remittance address
  - 3) Federal taxpayer identification (FEIN) number, social security number, as appropriate
  - 4) Invoice period (i.e. time period during which services covered by invoice were performed)
  - 5) Invoice date
  - 6) Invoice number
  - 7) State assigned TO Agreement number
  - 8) State assigned (Blanket) Purchase Order number(s)
  - 9) Goods or services provided
  - 10) Amount due
  - 11) Any additional documentation required by regulation or the Task Order
- E. DoIT reserves the right to reduce or withhold Task Order payment in the event the Contractor does not provide the Agency with all required deliverables within the time frame specified in the Task Order or otherwise breaches the terms and conditions of the Task Order until such time as the Contractor brings itself into full compliance with the Task Order.

- F. Any action on the part of DoIT, or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.
- G. The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The Contractor, however, is not exempt from such sales and use taxes and may be liable for the same.
- H. Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

### 3.1.3 Invoice Submission Schedule

The Contractor shall submit invoices in accordance with the following schedule:

- A. For items of work for which there is one-time pricing (see **Attachment B** – TO Financial Proposal Form) those items shall be billed in the month following the acceptance of the work by the Agency.
- B. For items of work for which there is annual pricing (see **Attachment B**– TO Financial Proposal Form) those items shall be billed in equal monthly installments for the applicable Task Order year in the month following the performance of the services.
- C. Invoices shall be submitted monthly and within 30 days of delivery of goods and services unless otherwise accepted in the TO Proposal or Work Order response.

### 3.1.4 Time and Materials Invoicing

- A. T&M invoices shall be accompanied by notice(s) of acceptance issued by the State for all invoices submitted for payment. Include for each resource covered by the invoice the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount and a copy of each person’s timesheet for the period signed by the TO Project/Contract Manager.
- B. Time Sheet Reporting

Within three (3) business days after the 15th and last day of the month, the TO Contractor shall submit a semi-monthly timesheet for the preceding half month providing data for all resources provided under the Task Order.

At a minimum, each semi-monthly timesheet shall show:

- 1) Title: “Time Sheet for IV&V”
- 2) Issuing company name, address, and telephone number
- 3) For each employee /resource:
  - a) Employee / resource name
  - b) For each Period ending date, e.g., “Period Ending: mm/dd/yyyy” (Periods run 1st through 15th and 16th through last day of the month.
  - c) Tasks completed that week and the associated deliverable names and ID#s
  - d) Number of hours worked each day
  - e) Total number of hours worked that Period
  - f) Period variance above or below 40 hours

- g) Annual number of hours planned under the Task Order
  - h) Annual number of hours worked to date
  - i) Balance of hours remaining
  - j) Annual variance to date (Sum of periodic variances)
- 4) Signature and date lines for the TO Project/Contract Manager
  - 5) Time sheets shall be submitted to the TO Project/Contract Manager prior to invoicing. The TO Project/Contract Manager shall sign the timesheet to indicate authorization to invoice.

**3.1.5 For the purposes of this Task Order an amount will not be deemed due and payable if:**

- A. The amount invoiced is inconsistent with the Task Order.
- B. The proper invoice has not been received by the party or office specified in the Task Order.
- C. The invoice or performance is in dispute or the TO Contractor has failed to otherwise comply with the provisions of the Task Order.
- D. The quantity of items delivered is less than the quantity ordered.
- E. The services do not meet the quality requirements of the Task Order
- F. The TO Contractor has not submitted satisfactory documentation or other evidence reasonably required by the TO Procurement Officer or by the contract concerning performance under the contract and compliance with its provisions.

**3.1.6 Travel Reimbursement**

Travel will not be reimbursed under this TORFP.

**3.2 MBE Liquidated Damages**

MBE liquidated damages will be identified in **Attachment M**.

**3.3 Insurance Requirements**

- 3.3.1 Offeror shall confirm that, as of the date of its proposal, the insurance policies incorporated into its Master Contract are still current and effective at the required levels (refer to the CATS+ RFP 060B2490023-2016, Section 2.7 Insurance Requirements <http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016CATSPPlus2016RFP.pdf>.)
- 3.3.2 The Offeror shall also confirm that any insurance policies intended to satisfy the requirements of this TORFP are issued by a company that is licensed to do business in the State of Maryland.
- 3.3.3 The recommended awardee must provide a certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this **Section 3.3 “Insurance Requirements”** within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts the TO Contractor shall update certificates of insurance annually, or as otherwise directed by the TO Project/Contract Manager.

## 3.4 Security Requirements

### 3.4.1 EMPLOYEE IDENTIFICATION

- A. TO Contractor Personnel shall display his or her company ID badge in a visible location at all times while on State premises. Upon request of authorized State personnel, each such TO Contractor Personnel shall provide additional photo identification.
- B. TO Contractor Personnel shall cooperate with State site requirements, including but not limited to, being prepared to be escorted at all times, and providing information for State badge issuance.
- C. TO Contractor shall remove any TO Contractor Personnel from working on the Task Order where the State determines, in its sole discretion, that said TO Contractor Personnel has not adhered to the Security requirements specified herein.
- D. The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the Task Order.
- E. Unless otherwise specified, the cost of complying with all security requirements specified herein are the sole responsibility and obligation of the TO Contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

### 3.4.2 SECURITY CLEARANCE / CRIMINAL BACKGROUND CHECKS

- A. The TO Contractor shall obtain from all TO Contractor Personnel assigned to work on the Task Order a signed statement permitting a criminal background check. Prior to commencement of work, the TO Contractor shall secure at its own expense the following type of national criminal history record check and provide the TO Contract Manager with completed checks on such TO Contractor Personnel prior to assignment:
  - 1. A national criminal history record check. This check may be performed by a public or private entity. The State reserves the right to require, when allowed, a fingerprint-based Maryland and/or FBI Criminal Justice Information System criminal history record check.
- B. At a minimum, these background checks must include all convictions and probation before judgment (PBJ) dispositions. The TO Contractor may not assign an individual whose background check reflects any criminal activity to work under this Task Order unless prior written approval is obtained from the TO Project/Contract Manager.
- C. TO Contractor shall be responsible for ensuring that TO Contractor Personnel background check certifications are renewed annually, and at the sole expense to the TO Contractor.
- D. Further, TO Contractor Personnel may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Contractor Personnel to be accompanied while on secured premises.
- E. TO Contractor shall complete a criminal background check prior to any individual TO Contractor Personnel being assigned work on the project. TO Contractor shall provide a Criminal Background Check Affidavit (Appendix 5) prior to any work commencing on the Task Order.

### 3.4.3 ON-SITE SECURITY REQUIREMENTS

- A. For the conditions noted below, TO Contractor Personnel may be barred from entrance or leaving any site until such time that the State's conditions and queries are satisfied.
- 1) TO Contractor Personnel may be subject to random security checks when entering and leaving State secured areas. The State reserves the right to require TO Contractor Personnel to be accompanied while in secured premises.
  - 2) Some State sites, especially those premises of the Department of Public Safety and Correctional Services, require each person entering the premises to document and inventory items (such as tools and equipment) being brought onto the site, and to submit to a physical search of his or her person. Therefore, TO Contractor Personnel shall always have available an inventory list of tools being brought onto a site and be prepared to present the inventory list to the State staff or an officer upon arrival for review, as well as present the tools or equipment for inspection. Before leaving the site, the TO Contractor Personnel will again present the inventory list and the tools or equipment for inspection. Upon both entering the site and leaving the site, State staff or a correctional or police officer may search TO Contractor Personnel. Depending upon facility rules, specific tools or personal items may be prohibited from being brought into the facility.
- B. Any TO Contractor Personnel who enters the premises of a facility under the jurisdiction of the State may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card.
- C. Further, TO Contractor Personnel shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the agency that controls the facility to which the TO Contractor Personnel seeks access. The failure of any of the TO Contractor Personnel to comply with any provision of the TO Agreement is sufficient grounds for the State to immediately terminate the TO Agreement for default.

## 3.5 Performance and Personnel

### 3.5.1 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the Task Order:

- A. **TO Procurement Officer** – The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement.
- B. **TO Project/Contract Manager** - The TO Project/Contract Manager has the primary responsibility for the management of the work performed under the TO Agreement, administrative functions, including issuing written directions, and for ensuring compliance with the terms and conditions of the CATS+ Master Contract.

The TO Project/Contract Manager will assign tasks to the personnel provided under this TORFP and will track and monitor the work being performed through the monthly accounting of hours' deliverable for work types; actual work produced will be reconciled with the hours reported.

- C. **TO Contractor** – The TO Contractor is the CATS+ Master Contractor awarded this Task Order. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- D. **TO Contractor Manager** – The TO Contractor Manager will serve as primary point of contact with the TO Project/Contract Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolution of any issues that may arise pertaining to the TO Contractor Personnel. The TO Contractor Manager will serve as liaison between the TO Project/Contract Manager and the senior TO Contractor management.
- E. **TO Contractor Personnel** – Any official, employee, agent, Subcontractor, or Subcontractor agents of the TO Contractor who is involved with the Task Order over the course of the Task Order period of performance.
- G. **Key Personnel** – A subset of TO Contractor Personnel whose departure during the performance period, will, in the State’s opinion, have a substantial negative impact on Task Order performance. Key Personnel proposed as part of the TO Proposal shall start as of TO Agreement issuance unless specified otherwise in this TORFP or the Offeror’s TO Technical Proposal. Key Personnel may be identified after Task Order award.

### 3.5.2 Offeror Experience

The following experience is expected and will be evaluated as part of the TO Technical Proposal (see the Offeror experience, capability and references evaluation factor from **Section 6.2**). Offerors must provide documentation in the TO Proposal that their organization has previous experience with providing IV&V services on projects of comparable size and complexity as the ITS Project and propose a team of resources with the following experience:

- A. Demonstrable experience providing IV&V services for a minimum of three (3) IT implementation project that involved federal, state, or local tax administration;
- B. Demonstrable experience performing IV&V activities on large-scale IT projects, \$50,000,000+, in federal, state, or local government environments;
- C. Demonstrable experience with systems development and IV&V methodologies and best practices;
- D. Experience in providing independent and objective third-party reviews of projects with the intent of protecting the state’s interests;
- E. Experience in conducting an IV&V to provide documented evaluations and assessments throughout the project lifecycle;
- F. Expertise in the review and analysis of the artifacts and deliverables to evaluate the effectiveness of project management and systems development processes, methodologies, and execution;
- G. Experience with industry standard best practices and methodology in risk and issue analysis and management;
- H. Proficiency in guidance and training related to industry-standard best practices and methodologies in project management and systems development; and
- I. Experience with industry-standard best practices regarding quality principles and techniques.
- J. Seasoned, demonstrable, extensive experience in large-scale IT projects in a number of federal, state or local tax administration agencies;

### 3.6 TO Contractor Personnel Qualifications

Offerors shall identify proposed personnel that are considered Key Personnel and must include Appendix 4 – Labor Classification Key Personnel Resume Summary Form with the experience and skills of the Key Personnel proposed. In addition to providing Appendix 4 for all proposed Key Personnel, each proposal for IV&V services must also specify the position descriptions, titles, and areas of responsibility of all IV&V personnel who actually will work on the engagement.

Any Key Personnel proposed under this TORFP, in addition to the TO Contractor IV&V Project Manager identified below, and any proposed personnel in response to a Work Order must meet all minimum qualifications for the labor category proposed, as identified in the CATS + Master Contract Section 2.10 at <http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016CATSPPlus2016RFP.pdf>.

The following experience is expected for the TO Contractor IV&V Project Manager and the roles listed below, and will be evaluated as part of the TO Technical Proposal (see the capability of proposed resources evaluation factor from **Section 6.2**):

Role	Duties/Responsibilities	Experience/Qualifications
3.6.a - IV&V Project Manager (Key)	<ol style="list-style-type: none"> <li>1. Act as the main point of contact with the State for day-to-day operations</li> <li>2. Develop a partnership with the State as an advisor by understanding the objectives of the Maryland MMIS Modular Replacement system and supporting an ongoing, two-way communication effort regarding technology strategies, priorities, and governance.</li> <li>3. Manage Contractor staff including staffing levels, hiring, training, assignments, performance evaluations and issue resolution.</li> <li>4. Ensure the quality and timeliness of all Contractor deliverables, documentation, and reports.</li> </ol>	<ol style="list-style-type: none"> <li>1. At least ten (10) years of experience leading IV&amp;V engagement of scope and complexity comparable to the Compass Program.</li> <li>2. Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific and technical discipline.</li> <li>3. Current Project Management (PMP) certification from the Project Management Institute (PMI) and/or any PMI-issued agile certifications.</li> <li>4. Experience using IV&amp;V methodologies and industry-standard best practices in project management and system development.</li> <li>5. Possess exceptional organizational, communication, and leadership skills and must be available to present executive project presentations to multiple levels of project leadership and to other government executives.</li> <li>6. One or more of the following certifications desirable but not required:                         <ul style="list-style-type: none"> <li>American Society for Quality (ASQ) Certified Quality Auditor (CQA)</li> <li>Professional Risk Management (PRM)</li> <li>Certified Information Systems Auditor (CISA)</li> </ul> </li> </ol>
3.6.b - IV&V Technical Resource	<ol style="list-style-type: none"> <li>1. Provides technical requirements</li> <li>2. Validates technical specifications and designs against technical requirements</li> <li>3. Recommends mitigation strategies for technical issues.</li> </ol>	<ol style="list-style-type: none"> <li>1. At least eight (8) years of combined experience in major system implementations, IT project management consulting, IT audit support.</li> <li>2. Education: Bachelor's Degree from an accredited college or university in Accounting, Finance, Business, Computer Science, Information Systems.</li> <li>3. Shall have experience with relational database, mainframe, client/server, data capture and web portal technologies.</li> <li>4. Shall have experience and be familiar with IT industry standards, including:                         <ol style="list-style-type: none"> <li>a. IEEE 1012 – 2004 (revised IEEE 1012 – 2016/Cor 1-2017) Software Verification and Validation.</li> <li>b. IEEE 12207-2008 (revised IEEE 12207-2017 Standard for Information Technology – Software Life Cycle Processes.</li> <li>c. IEEE 730-2002 (revised IEEE 730-2014 Standard for software quality assurance plans</li> <li>d. IEEE 29148-2011 requirements specifications.</li> </ol> </li> </ol>

Role	Duties/Responsibilities	Experience/Qualifications
3.6.c - Business Analyst	<ol style="list-style-type: none"> <li>1. Review all software contractor deliverables (e.g. design specifications) for the assigned functional scope, completeness, and correctness.</li> <li>2. Reviewing contractor's change management and configuration management processes to control the processes for updates or modifications, along with IV&amp;V action plans.</li> <li>3. Review and report on observations and conclusions and making recommendations for improving project problems and issues.</li> </ol>	<ol style="list-style-type: none"> <li>1. General Experience: At least three (3) years of combined experience in major system implementations, IT project management consulting, IT audit support.</li> <li>2. Specialized Experience: At least two (2) years of experience supporting IT IV&amp;V reviews. Working knowledge of generally accepted IT standards, practices and/or IT security and control practices.</li> <li>3. Education: Bachelor's Degree from an accredited college or university in Accounting, Finance, Business, Computer Science, Information Systems.</li> </ol> <p>Ability to assist other project members with analysis and evaluation and with the preparation of recommendations for system improvements, optimization, development, and/or maintenance efforts in the following specialties: Risk Management, software life-cycle management; software development methodologies; modeling and simulation; disaster recovery; requirements management, configuration management and QA</p>
3.7.d - Testing Specialist	<ol style="list-style-type: none"> <li>1. Evaluate that:                             <ol style="list-style-type: none"> <li>a. Units and components meet documented design</li> <li>b. Products meet requirements</li> <li>c. Interfaces are correct</li> <li>d. Products are ready for production</li> </ol> </li> </ol>	<ol style="list-style-type: none"> <li>1. At least eight (8) years of combined experience in major system implementations, IT project management consulting, IT audit support.</li> <li>2. Experience with automated test tools and effective use within large-scale development.</li> <li>3. Acquisition and management of complex system integration projects.</li> </ol>
3.6.e - QA Manager	<ol style="list-style-type: none"> <li>1. Implement quality control methodologies to ensure compliance with quality assurance standards, guidelines and procedures.</li> <li>2. Execute all activities required to verify and validate the technical solutions and schedules.</li> </ol>	<ol style="list-style-type: none"> <li>1. At least eight (8) years of combined experience in major system implementations, IT project management consulting, IT audit support.</li> <li>2. Education: Bachelor's Degree from an accredited college or university in Accounting, Finance, Business, Computer Science, Information Systems.</li> <li>3. Demonstrated knowledge of:                             <ol style="list-style-type: none"> <li>a. Risk Management</li> <li>b. Data Management</li> <li>c. Budget and Cost Management</li> <li>d. Organizational Change Management</li> <li>e. Required performance results and recommendations of major changes affecting short-term project growth and success</li> </ol> </li> </ol>

Role	Duties/Responsibilities	Experience/Qualifications
		f. Industry best practices inclusive of quality, quality assurance and quality control principles and techniques g. Government procurement processes, structured test plans and testing oversight.  4.

### 3.6.1 Substitution of Education for Experience

A Bachelor's Degree or higher may be substituted for the general and specialized experience for those labor categories requiring a High School Diploma. A Master's Degree may be substituted for two years of the general and specialized experience for those labor categories requiring a Bachelor's Degree. Substitution shall be reviewed and approved by the State at its discretion.

### 3.6.2 Substitution of Experience for Education

- A. Substitution of experience for education may be permitted at the discretion of the State.
- B. Substitution of Professional Certificates for Experience:
  - 1) Professional Certifications (see above) may be substituted for up to two (2) years of general or specialized experience at the discretion of the State.

### 3.6.3 Certifications

Any TO Contractor Personnel provided under this TORFP shall maintain in good standing any required professional certifications for the duration of the TO Agreement.

## 3.7 Work Hours

- A. Business Hours Support: TO Contractor shall assign TO Contractor Personnel to support Normal State Business Hours (see definition in TORFP Appendix 1).

## 3.8 SUBSTITUTION OF PERSONNEL

### 3.8.1 DIRECTED PERSONNEL REPLACEMENT

- A. The TO Project/Contract Manager may direct the TO Contractor to replace any TO Contractor Personnel who, in the sole discretion of the TO Project/Contract Manager, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law or Department, Contract, or Task Order requirement.
- B. If deemed appropriate in the discretion of the TO Project/Contract Manager, the TO Project/Contract Manager shall give written notice of any TO Contractor Personnel performance issues to the TO Contractor, describing the problem and delineating the remediation requirement(s). The TO Contractor shall provide a written Remediation Plan within three (3) days of the date of the notice. If the TO Project/Contract Manager rejects the Remediation Plan, the TO Contractor shall revise and resubmit the plan to the TO Project/Contract Manager within five (5) days of the rejection, or in the timeframe set forth by the TO Project/Contract Manager in writing. Once a Remediation Plan has been accepted in writing by the TO Project/Contract Manager, the TO Contractor shall immediately implement the Remediation Plan.
- C. Should performance issues persist despite the approved Remediation Plan, the TO Project/Contract Manager will give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the removal and replacement of the TO Contractor Personnel whose performance is at issue. A request for a new Remediation Plan will follow the procedure described in **Section 3.8.1.B**.
- D. In circumstances of directed removal, the TO Contractor shall provide a suitable replacement for TO Project/Contract Manager approval within fifteen (15) days of the date of the

notification of directed removal, or the actual removal, whichever occurs first, or such earlier time as directed by the TO Project/Contract Manager in the event of a removal on less than fifteen days' notice

- E. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described above. However, the TO Project/Contract Manager reserves the right to direct immediate personnel replacement without utilizing the remediation procedure described above.
- F. Replacement or substitution of TO Contractor Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Task Order or which otherwise may be available at law or in equity.

### **3.8.2 SUBSTITUTION PRIOR TO AND 30 DAYS AFTER TASK ORDER EXECUTION**

- A. Prior to Task Order Execution or within thirty (30) days after Task Order Execution, the Offeror may substitute proposed Key Personnel only under the following circumstances: vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an *Extraordinary Personnel Event*, or death of such personnel. To qualify for such substitution, the Offeror must describe to the State's satisfaction the event necessitating substitution and must demonstrate that the originally proposed personnel are actual full-time direct employees with the Offeror (subcontractors, temporary staff or 1099 contractors do not qualify). Proposed substitutions shall be of equal caliber or higher, in the State's sole discretion. Proposed substitutes deemed by the State to be less qualified than the originally proposed individual may be grounds for pre-award disqualification or post-award termination.
- B. An *Extraordinary Personnel Event* – means Leave under the Family Medical Leave Act; an incapacitating injury or incapacitating illness; or other circumstances that in the sole discretion of the State warrant an extended leave of absence, such as extended jury duty or extended military service.

### **3.8.3 SUBSTITUTION MORE THAN 30 DAYS AFTER TASK ORDER EXECUTION**

The procedure for substituting personnel after Task Order execution is as follows:

- A. The TO Contractor may not substitute personnel without the prior approval of the TO Project/Contract Manager.
- B. To replace any personnel, the TO Contractor shall submit resumes of the proposed individual specifying the intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.
- C. Proposed substitute individual shall be approved by the TO Project/Contract Manager. The TO Project/Contract Manager shall have the option to interview the proposed substitute personnel and may require that such interviews be in person. After the interview, the TO Project/Contract Manager shall notify the TO Contractor of acceptance or denial of the requested substitution. If no acceptable substitute personnel is proposed within the time frame established by the TO Project/Contract Manager, the TO Agreement may be cancelled.

### 3.9 MINORITY BUSINESS ENTERPRISE (MBE) REPORTS

#### 3.9.1 MBE PARTICIPATION REPORTS

DoIT will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements. Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS+ Master Contract.

- A. The TO Contractor shall submit the following reports by the 15th of each month to DoIT at the same time the invoice copy is sent:
  - 1) A Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment D-4A) listing any unpaid invoices, over 45 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made; and
  - 2) (If Applicable) An MBE Prime Contractor Report (Attachment D-4B) identifying an MBE prime's self-performing work to be counted towards the MBE participation goals.
- B. The TO Contractor shall ensure that each MBE subcontractor provides a completed Subcontractor Paid/Unpaid MBE Invoice Report (**Attachment D-5**) by the 15<sup>th</sup> of each month.
- C. Subcontractor reporting shall be sent directly from the subcontractor to DoIT. The TO Contractor shall e-mail all completed forms, copies of invoices and checks paid to the MBE directly to the TO Project/Contract Manager.

#### 3.10 VETERAN SMALL BUSINESS ENTERPRISE (VSBE) REPORTS

There is no VSBE Goal for this Task Order.

#### 3.11 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

- A. DoIT is responsible for contract management oversight on the CATS+ Master Contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of Task Orders under CATS+. This process typically applies to active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS+ Task Orders are subject to review.
- B. A sample of the TO Contractor Self-Reporting Checklist is available on the CATS+ website at <http://doit.maryland.gov/contracts/Documents/CATSPlus/CATS+Self-ReportingChecklistSample.pdf>. DoIT may send initial checklists out to applicable/selected TO Contractors approximately three months after the award date for a Task Orders. The TO Contractor shall complete and return the checklist as instructed on the form. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

#### 3.12 NO-COST EXTENSIONS

In the event there are unspent funds remaining on the TO Agreement, prior to the TO's expiration date the TO Procurement Officer may modify the TO Agreement to extend the TO Agreement beyond its expiration date for the performance of work within the TO's scope of work. Notwithstanding anything to the contrary, no funds may be added to the TO Agreement in connection with any such extension.

## 4 TORFP INSTRUCTIONS

### 4.1 TO Pre-Proposal Conference

- 4.1.1 A TO pre-proposal conference (Conference) will be held at the date, time, and location indicated on the Key Information Summary Sheet.
- 4.1.2 Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their proposals.
- 4.1.3 Following the Conference, the attendance record and summary of the Conference will be distributed via e-mail to all Master Contractors known to have received a copy of this TORFP.
- 4.1.4 Attendees should bring a copy of the solicitation and a business card to help facilitate the sign-in process.
- 4.1.5 In order to assure adequate seating and other accommodations at the Conference, please e-mail the Pre-Proposal Conference Response Form (**Attachment A**) no later than the time and date indicated on the form. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please notify the TO Procurement Officer at least five (5) business days prior to the Conference date. The Agency will make a reasonable effort to provide such special accommodation.

### 4.2 Questions

- 4.2.1 All questions shall identify in the subject line the Solicitation Number and Title F50B0600006 - Independent Verification and Validation (IV&V) - Comptroller of Maryland's Compass Program), and shall be submitted in writing via e-mail to the TO Procurement Officer no later than the date and time specified the Key Information Summary Sheet.
- 4.2.2 Answers to all questions that are not clearly specific only to the requestor will be provided to all Master Contractors who are known to have received a copy of the TORFP.
- 4.2.3 The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the Agency unless it issues an amendment in writing.

### 4.3 TO Proposal Due (Closing) Date and Time

- 4.3.1 TO Proposals, in the number and form set forth in Section 5 TO Proposal Format, must be received by the TO Procurement Officer no later than the TO Proposal due date and time indicated on the Key Information Summary Sheet in order to be considered.
- 4.3.2 Requests for extension of this date or time shall not be granted.
- 4.3.3 Offerors submitting TO Proposals should allow sufficient delivery time to ensure timely receipt by the TO Procurement Officer. Except as provided in COMAR 21.05.03.02.F and 21.05.02.10, TO Proposals received after the due date and time listed in the Key Information Summary Sheet will not be considered.
- 4.3.4 The date and time of an e-mail submission is determined by the date and time of arrival in the e-mail address indicated on the Key Information Summary Sheet.

- 4.3.5 TO Proposals may be modified or withdrawn by written notice received by the TO Procurement Officer before the time and date set forth in the Key Information Summary Sheet for receipt of TO Proposals.

#### **4.4 Award Basis**

Based upon an evaluation of TO Proposal responses as provided in Section 6.4, below, a Master Contractor will be selected to conduct the work defined in Sections 2 and 3. A specific TO Agreement, **Attachment M**, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the TO Financial Proposal.

#### **4.5 Oral Presentation**

Master Contractors and proposed TO Contractor Personnel may be required to make an oral presentation to State representatives. Master Contractors must confirm in writing any substantive oral clarification of, or change in, their Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Master Contractor's TO Proposal.

The TO Procurement Officer will notify Master Contractors of the time and place of oral presentations and interviews, should interviews be scheduled separately.

#### **4.6 Limitation of Liability**

The TO Contractor's liability is limited in accordance with the Limitations of Liability section of the CATS+ Master Contract. TO Contractor's liability for this TORFP is limited to one (1) times the total TO Agreement amount.

#### **4.7 MBE Participation Goal**

- 4.7.1 A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation at the time of TO Proposal submission (See **Attachment D** Minority Business Enterprise Forms). Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time of TO Proposal submission may result in the State's rejection of the Master Contractor's TO Proposal.
- 4.7.2 In 2014, Maryland adopted new regulations as part of its Minority Business Enterprise (MBE) program concerning MBE primes. Those new regulations, which became effective June 9, 2014 and are being applied to this task order, provide that when a certified MBE firm participates as a prime contractor on a contract, an agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own forces toward fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract. Please see the attached MBE forms and instructions.

#### **4.8 VSBE Goal**

There is no VSBE participation goal for this procurement.

## 4.9 Living Wage Requirements

The Master Contractor shall abide by the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry.

All TO Proposals shall be accompanied by a completed Living Wage Affidavit of Agreement, **Attachment F** of this TORFP.

## 4.10 Federal Funding Acknowledgement

This Task Order does not contain federal funds.

## 4.11 Conflict of Interest Affidavit and Disclosure

- 4.11.1 Offerors shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment H**) and submit it with their Proposals. All Offerors are advised that if a TO Agreement is awarded as a result of this solicitation, the TO Contractor's Personnel who perform or control work under this TO Agreement and each of the participating subcontractor personnel who perform or control work under this TO Agreement shall be required to complete agreements substantially similar to **Attachment H**, conflict of interest Affidavit and Disclosure.
- 4.11.2 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 an Offeror's TO Proposal under COMAR 21.06.02.03B.
- 4.11.3 Master Contractors should be aware that the State Ethics Law, Md. Code Ann., General Provisions Article, Title 5, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.
- 4.11.4 By submitting a Conflict of Interest Affidavit and Disclosure, the Offeror shall be construed as certifying all TO Contractor Personnel and Subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.

## 4.12 Non-Disclosure Agreement

### 4.12.1 Non-Disclosure Agreement (Offeror)

Certain documentation may be available for potential Offerors to review at a reading room (location TBD). Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Appendix 3. Please contact the TO Procurement Officer to schedule an appointment.

### 4.12.2 Non-Disclosure Agreement (TO Contractor)

All Offerors are advised that this solicitation and any TO Agreement(s) be subject to the terms of the Non-Disclosure Agreement (NDA) contained in this solicitation as **Attachment I**. This Agreement must be provided within five (5) Business Days of notification of recommended award; however, to expedite processing, it is suggested that this document be completed and submitted with the TO Proposal.

## 4.13 HIPAA - Business Associate Agreement

A HIPAA Business Associate Agreement is not required for this procurement.

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#### **4.14 Location of the Performance of Services Disclosure**

The Offeror is required to complete the Location of the Performance of Services Disclosure. A copy of this Disclosure is included as **Attachment L**. The Disclosure must be provided with the TO Proposal.

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## 5 TO PROPOSAL FORMAT

### 5.1 Required Response

Each Master Contractor receiving this CATS+ TORFP shall respond no later than the submission due date and time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a TO Proposal; or 2) a completed Master Contractor Feedback Form (available online within the Master Contractor Admin System). 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+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

A TO Proposal shall conform to the requirements of this CATS+ TORFP.

### 5.2 Two Part Submission

Offerors shall submit TO Proposals in separate volumes:

- Volume I – TO TECHNICAL PROPOSAL
- Volume II – TO FINANCIAL PROPOSAL

### 5.3 TO Proposal Packaging and Delivery

5.3.1 TO Proposals delivered by facsimile shall not be considered.

5.3.2 Provide no pricing information in the TO Technical Proposal. Provide no pricing information on the media submitted in the TO Technical Proposal.

5.3.3 Offerors may submit TO Proposals by electronic means as described.

- A. Electronic means includes e-mail to the TO Procurement Officer address listed on the Key Information Summary Sheet.
- B. An Offeror wishing to deliver a hard copy (paper) TO Proposal shall contact the TO Procurement Officer for instructions.

5.3.4 E-mail submissions

- A. All TO Proposal e-mails shall be sent with password protection.
- B. The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail inbox. Time stamps on outgoing email from Master TO Contractors shall not be accepted. Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, TO Proposals received by the TO Procurement Officer after the due date will not be considered.
- C. The State has established the following procedure to restrict access to TO Proposals received electronically: all Technical and TO Financial Proposals must be password protected, and the password for the TO Technical Proposal must be different from the password for the TO Financial Proposal. Offerors will provide these two passwords to the Procurement Officer upon request or their TO Proposal will be deemed not susceptible for award. Subsequent submissions of TO Proposal content will not be allowed.

- C. The TO Procurement Officer will only contact those Offerors with TO Proposals that are reasonably susceptible for award.
- D. TO Proposals submitted via e-mail must not exceed 25 Mb. If a submission exceeds this size, split the submission into two or more parts and include the appropriate part number in the subject (e.g., part 1 of 2) after the subject line information below.
- E. The e-mail submission subject line shall state the TORFP F50B0600006 and either “Technical” or “Financial.”

5.3.5 Two Part Submission:

- A. TO Technical Proposal consisting of:
  - 1) TO Technical Proposal and all supporting material in Microsoft Word format, version 2007 or greater
  - 2) the TO Technical Proposal in searchable Adobe PDF format
- B. TO Financial Proposal consisting of:
  - 3) TO Financial Proposal and all supporting material in Microsoft Excel format, version 2010 or greater
  - 4) the TO Financial Proposal in searchable Adobe PDF format

## 5.4 Volume I - TO Technical Proposal

NOTE: Provide **no pricing information** in the TO Technical Proposal (Volume I). Include pricing information only in the TO Financial Proposal (Volume II).

- 5.4.1 In addition to the instructions below, responses in the Offeror’s TO Technical Proposal shall reference the organization and numbering of Sections in the TORFP (e.g., “Section 2.2.1 Response . . . ; “Section 2.2.2 Response . . .”). All pages of both TO Proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page “x”).
- 5.4.2 The TO Technical Proposal shall include the following documents and information in the order specified as follows:
  - A. Proposed Services:
    - 1) Executive Summary: A one-page summary describing the Offeror’s understanding of the TORFP scope of work (**Sections 2-3**) and proposed solution.
    - 2) Proposed Solution: A more detailed description of the Offeror’s understanding of the TORFP scope of work, proposed methodology and solution. The proposed solution shall be organized to exactly match the requirements outlined in Sections 2-3.
    - 3) Draft Work Breakdown Structure (WBS): A matrix or table that shows a breakdown of the tasks required to complete the requirements and deliverables in Sections 2-3. 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, for example, independent quality assurance tasks. If the WBS appears as a deliverable in Sections 2-3, the deliverable version will be a final version. Any subsequent versions shall be approved through a formal configuration or change management process.

- 4) Draft Project or Work Schedule: A Gantt or similar chart containing tasks and estimated periods for completing the requirements and deliverables in Sections 2-3. The final schedule should come later as a deliverable under the TO after the TO Contractor has had an opportunity to develop realistic estimates. The Project or Work Schedule may include tasks to be performed by the State or third parties.
- 5) Draft Risk Assessment: Identification and prioritization of risks inherent in meeting the requirements in Section 3 - Scope of Work. Includes a description of strategies to mitigate risks. If the Risk Assessment appears as a deliverable in Sections 2-3, that version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.
- 6) Assumptions: A description of any assumptions formed by the Offeror in developing the TO Technical Proposal.
- 7) Tools the Master Contractor owns and proposes for use to meet any requirements in Sections 2-3.

B. Offeror Information Sheet and Transmittal Letter

The Offeror Information Sheet (see Appendix 2) and a Transmittal Letter shall accompany the TO Technical Proposal. The purpose of the Transmittal Letter is to transmit the TO Proposal and acknowledge the receipt of any addenda to this TORFP issued before the TO Proposal due date and time. Transmittal Letter should be brief, be signed by an individual who is authorized to commit the Offeror to its TO Proposal and the requirements as stated in this TORFP and contain acknowledgement of all addenda to this TORFP issued before the TO Proposal due date.

C. Proposed Personnel and TORFP Staffing

Offeror shall:

- 1) Identify the proposed Key Personnel and types of staff proposed to be utilized under the Task Order. The Offeror shall describe in detail how **the** experience and qualifications of **the proposed Key Personnel** relate to their specific responsibilities as detailed in the Work Plan.
- 2) Complete and provide Appendix 4 – Labor Classification Key Personnel Resume Form for each proposed Key Personnel, paying special attention to the TORFP Additional Requirements section of that form.
- 3) Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources in addition to the proposed Key Personnel requested in this TORFP, and how the TO Contractor Personnel shall be managed. Include:
  - i. Planned team composition by role (Important! Identify specific names and provide history only for the proposed Key Personnel required for evaluation of this TORFP).
- 4) Provide the names and titles of the Offeror's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.

D. Subcontractors

Identify all proposed Subcontractors, including MBEs, and their roles in the performance of the scope of work hereunder.

E. Overall Offeror team organizational chart

Provide an overall team organizational chart with all team resources available to fulfill the Task Order scope of work.

F. Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide up to three examples of engagements or contracts the Master Contractor or Subcontractor, if applicable, has completed that were similar to the requested scope of work. Include contact information for each client organization complete with the following:
  - a) Name of organization
  - b) Point of contact name, title, e-mail and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
  - c) Services provided as they relate to the scope of work
  - d) Start and end dates for each example engagement or contract.
  - e) Current Master Contractor team personnel who participated on the engagement
  - f) If the Master Contractor is no longer providing the services, explain why not
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland.

For each identified contract, the Master Contractor shall provide the following (if not already provided in sub paragraph A above):

- a) Contract or task order name
- b) Name of organization.
- c) Point of contact name, title, e-mail, and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
- d) Start and end dates for each engagement or contract. If the Master Contractor is no longer providing the services, explain why not.
- e) Dollar value of the contract.
- f) Indicate if the contract was terminated before the original expiration date.
- g) Indicate if any renewal options were not exercised.

**Note** - State of Maryland experience can be included as part of **F.1** above as engagement or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

G. State Assistance

Provide an estimate of expectation concerning participation by State personnel.

H. Confidentiality

A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade

secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 4, of the General Provisions Article of the Annotated Code of Maryland. Master 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.

Offeror shall furnish a list that identifies each section of the TO Technical Proposal where, in the Offeror's opinion, the Offeror's response should not be disclosed by the State under the Public Information Act.

I. Additional Submissions:

- 1) Attachments and Exhibits;
  - a) All forms required for the TO Technical Proposal are identified in Section 7 – TORFP Attachments. Unless directed otherwise by instructions within an individual form, complete, sign, and include all required forms in the TO Technical Proposal.
  - b) No attachment forms shall be altered. Signatures shall be clearly visible.

## 5.5 Volume II – TO Financial Proposal

- 5.5.1 The TO Financial Proposal shall contain all price information in the format specified in **Attachment B - Financial Proposal Form**. The Offeror shall complete the Financial Proposal Form only as provided in the Financial Proposal Form Instructions and the Financial Proposal Form itself.
- 5.5.2 The TO Financial Proposal shall contain a description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the Financial Proposal Form).
- 5.5.3 To be responsive to this TORFP, the Financial Proposal Form shall provide labor rates for all labor categories anticipated for this TORFP. Proposed rates shall not exceed the rates defined in the Master Contract for the Master Contract year(s) in effect at the time of the TO Proposal due date.
- 5.5.4 Note: Failure to specify a CATS+ labor category in the completed Financial Proposal Form for each proposed resource will make the TO Proposal non-responsive to this TORFP.
- 5.5.5 Proposals submitted in response to this TORFP are irrevocable for the latest of the following: 120 days following the Proposal due date and time or submission of best and final offers, if requested. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

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## 6 EVALUATION AND SELECTION PROCESS

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate Functional Area responding to the CATS+ TORFP. In making the TO Agreement award determination, the Agency will consider all information submitted in accordance with Section 5.

### 6.1 Evaluation Committee

Evaluation of TO Proposals will be performed in accordance with COMAR 21.05.03 by a committee established for that purpose and based on the evaluation criteria set forth below. The Evaluation Committee will review TO Proposals, participate in Offeror oral presentations and discussions, and provide input to the TO Procurement Officer. The Agency reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

During the evaluation process, the TO Procurement Officer may determine at any time that a particular Offeror is not susceptible for award.

### 6.2 TO Technical Proposal Evaluation Criteria

The criteria to be used to evaluate each TO Technical Proposal are listed below in descending order of importance. Unless stated otherwise, any sub-criteria within each criterion have equal weight.

#### 6.2.1 Offeror's Technical Response to TORFP Requirements (See TORFP § 5.4.2.A)

The State prefers an Offeror's response to work requirements in the TORFP that illustrates a comprehensive understanding of work requirements and mastery of the subject matter, including an explanation of how the work will be performed. TO Proposals which include limited responses to work requirements such as "concur" or "will comply" will receive a lower ranking than those TO proposals that demonstrate an understanding of the work requirements and include plans to meet or exceed them.

#### 6.2.2 Offeror Qualifications, Past Performance and Capabilities, including proposed subcontractors (See TORFP § 5.4.2.C – 5.4.2.F)

#### 6.2.3 Experience and Qualifications of Proposed Staff (See TORFP § 5.4.2.C)

The capability of the proposed Key Personnel to perform the required tasks and produce the required deliverables in the TORFP. Capability will be determined from Appendix 4 - Labor Classification Key Personnel Resume Fork of each proposed Key Personnel and Offeror's oral presentation.

#### 6.2.4 Demonstration of how the Master Contractor plans to staff the task order at the levels set forth in the TORFP and also for potential future resource requests.

### 6.3 TO Financial Proposal Evaluation Criteria

All Qualified Offerors (see **Section 6.4**) will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Proposal Price within the stated guidelines set forth in this TORFP and as submitted on **Attachment B** - TO Financial Proposal Form.

## 6.4 Selection Procedures

TO Technical Proposals shall be evaluated based on the criteria set forth above in **Section 6.2**. TO Technical Proposals and TO Financial Proposals will be evaluated independently of each other.

- A. TO Proposals will be assessed throughout the evaluation process for compliance with the expertise and qualifications listed in Section 3.5 and 3.6 of this TORFP, and quality of responses to Section 5. TO Technical Proposal. Failure to satisfy these qualifications may render a TO Proposal not reasonably susceptible for award. The TO Procurement Officer will notify those Offerors who have not been selected to perform the work.
- B. TO Technical Proposals will be evaluated for technical merit and ranked. Oral presentations and discussions may be held to assure full understanding of the State's requirements and of the qualified Offeror's proposals and abilities to perform, and to facilitate arrival at a TO Agreement that is most advantageous to the State.
- C. The Procurement Officer will only open the TO Financial Proposals where the associated TO Technical Proposals have been classified as reasonably susceptible for award.
- D. After review of TO Financial Proposals, TO Financial Proposals for qualified Offerors will be reviewed and ranked from lowest to highest price proposed.
- E. When in the best interest of the State, the TO Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO.
- F. The Procurement Officer shall make a determination recommending award of the TO to the responsible Offeror who has the TO Proposal determined to be the most advantageous to the State, considering price and the evaluation criteria set forth above. In making this selection, the TO Technical Proposal will be given greater weight than the TO Financial Proposal.

All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

## 6.5 Documents Required upon Notice of Recommendation for Task Order Award

Upon receipt of a Notification of Recommendation for Task Order award, the apparent awardee shall complete and furnish the documents and attestations as directed in Section 7 – TORFP Attachments and Appendices.

Commencement of work in response to a TO Agreement shall be initiated only upon the completed documents and attestations, plus:

- A. Issuance of a fully executed TO Agreement,
- B. Purchase Order, and
- C. By a Notice to Proceed authorized by the TO Procurement Officer. See (see online example at <http://doit.maryland.gov/contracts/Documents/CATSPPlus/CATS+NoticeToProceedSample.pdf>).

## 7 TORFP ATTACHMENTS AND APPENDICES

### Instructions

A TO Proposal submitted by an Offeror must be accompanied by the completed forms and/or affidavits identified as “with proposal” in the “When to Submit” column below. All forms and affidavits applicable to this TORFP, including any applicable instructions and/or terms, are identified in the “Applies” and “Label” columns.

For documents required as part of the proposal:

- A. For e-mail submissions, submit one (1) copy of each with signatures.
- B. For paper submissions, submit two (2) copies of each with original signatures. All signatures must be clearly visible.

All Offerors are advised that if a Task Order is awarded as a result of this solicitation, the successful Offeror will be required to complete certain forms and affidavits after notification of recommended award. The list of forms and affidavits that must be provided is described below in the “When to Submit” column.

When to Submit	Label	Attachment Name
Before Proposal	A	Pre-Proposal Conference Response Form
With Proposal	B	Financial Proposal Instructions and Form
With Proposal	C	Bid/Proposal Affidavit (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf</a> )
With Proposal	D	MBE Forms D-1A (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf</a> )
10 Business Days after recommended award	D	MBE Forms D-1B, D-1C, D-2, D-3A, D-3B (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf</a> ) <b>Important:</b> Attachment D-1C, if a waiver has been requested, is also required within 10 days of recommended award.
As directed in forms	D	MBE Forms D-4A, D-4B, D-5 (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf</a> )
N/A	E	Veteran-Owned Small Business Enterprise (VSBE)

When to Submit	Label	Attachment Name
N/A	E	VSBE Forms E-1B, E-2, E-3
With Proposal	F	Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf</a> )
N/A	G	Federal Funds Attachments
With Proposal	H	Conflict of Interest Affidavit and Disclosure (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf</a> )
5 Business Days after recommended award – However, suggested with Proposal	I	Non-Disclosure Agreement (Contractor) (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf</a> )
N/A	J	HIPAA Business Associate Agreement
N/A	K	Mercury Affidavit
With Proposal	L	Location of the Performance of Services Disclosure (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-L-PerformanceofServicesDisclosure.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-L-PerformanceofServicesDisclosure.pdf</a> )
5 Business Days after recommended award	M	Sample Task Order (included in this TORFP)
With Proposal	N	IV&V Sensitive Data Policy
When to Submit	Label	Appendix Name
N/A	1	Abbreviations and Definitions (included in this RFP)
With Proposal	2	Offeror Information Sheet (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_OfferorInformationSheet.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_OfferorInformationSheet.pdf</a> )
Before Proposal, as directed.	3	Non-Disclosure Agreement (Offeror) (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/Appendix-3-Non-Disclosure-Agreement-Offeror-1.dotx">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/Appendix-3-Non-Disclosure-Agreement-Offeror-1.dotx</a> )

When to Submit	Label	Attachment Name
With Proposal	4	Labor Classification Personnel Resume Form
Prior to Commencement of Work	5	Criminal Background Check Affidavit
When to Submit	Label	Document Name
5 Business Days after recommended award		Evidence of meeting insurance requirements (see <b>Section 3.3</b> ); 1 copy

**Attachment A. TO Pre-Proposal Conference Response Form**

**Solicitation Number F50B0600003**

Independent Verification and Validation (IV&V) - Comptroller of Maryland's Compass Program

A TO Pre-proposal conference will be held on January 31, 2020, at:

Department of Information Technology

100 Community Place, MD 21032

First Floor Room B

Please return this form by January 27, 2020, advising whether or not you plan to attend. The completed form should be returned via e-mail or fax to the TO Procurement Officer at the contact information below:

Dapheny McCray

E-mail: Dapheny.mccray1@maryland.gov

Please indicate:

\_\_\_\_\_ Yes, the following representatives will be in attendance.

Attendees (Check the TORFP for limits to the number of attendees allowed):

- 1.
- 2.
- 3.

\_\_\_\_\_ No, we will not be in attendance.

Please specify whether any reasonable accommodations are requested (see TORFP § 4.1 "TO Pre-proposal conference"):

Offeror:

\_\_\_\_\_  
*Offeror Name (please print or type)*

By:

\_\_\_\_\_  
*Signature/Seal*

Printed Name:

\_\_\_\_\_  
*Printed Name*

Title:

\_\_\_\_\_  
*Title*

Date:

\_\_\_\_\_  
*Date*

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**Attachment B. TO Financial Proposal Instructions & Form**

See separate Excel TO Financial Proposal Form labeled Attachment B – Financial Proposal.xls.

**Attachment C. Bid/Proposal Affidavit**

See link at [http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid\\_Proposal-Affidavit.pdf](http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf).

**Attachment D. Minority Business Enterprise (MBE) Forms**

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf>.

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**Attachment E. Veteran-Owned Small Business Enterprise (VSBE) Forms**

This solicitation does not include a Veteran-Owned Small Business Enterprise goal.

## Attachment F. Maryland Living Wage Affidavit of Agreement for Service Contracts

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf> to complete the Affidavit.

- A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.
- B. The Living Wage Law does not apply to:
  - (1) A Contractor who:
    - (a) Has a State contract for services valued at less than \$100,000, or
    - (b) Employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
  - (2) A subcontractor who:
    - (a) Performs work on a State contract for services valued at less than \$100,000,
    - (b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
    - (c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B (3) or C below.
  - (3) Service contracts for the following:
    - (a) Services with a Public Service Company;
    - (b) Services with a nonprofit organization;
    - (c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
    - (d) Services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.
- E. Each Contractor/subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.

- F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, no later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.
- H. A Contractor/subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.
- I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml> and clicking on Living Wage for State Service Contracts

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**Attachment G. Federal Funds Attachments**

This solicitation does not include a Federal Funds Attachment.

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**Attachment H. Conflict of Interest Affidavit and Disclosure**

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentH-ConflictofInterestAffidavit.pdf>.

**Attachment I. Non-Disclosure Agreement (TO Contractor)**

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made by and between the State of Maryland (the “State”), acting by and through (Department of Information Technology) (the “Agency”), and \_\_\_\_\_ (the “TO Contractor”).

**RECITALS**

**WHEREAS**, the TO Contractor has been awarded a contract (the “TO Agreement”) following the solicitation for Independent Verification and Validation (IV&V) - Comptroller of Maryland’s Compass Program Solicitation # F50B0600006; and

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

**NOW, THEREFORE**, in consideration of being given access to the Confidential Information in connection with the solicitation 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. 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” means (1) any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement and (2) any and all personally identifiable information (PII) (including but not limited to personal information as defined in Md. Ann. Code, General Provisions §4-101(h)) and protected health information (PHI) that is provided by a person or entity to the TO Contractor in connection with this TO Agreement. 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. The 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 except for the sole and exclusive purpose of performing under the TO Agreement. The 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 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 **Attachment I-2**. TO Contractor shall update **Attachment I-2** by adding additional names (whether TO Contractor’s Personnel or a subcontractor’s personnel) 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 TO Agreement or will otherwise have a role in performing any aspect of the TO Agreement, 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. The TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, adopt or establish operating procedures and physical security measures, and 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. The 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. The TO Contractor shall, at its own expense, return to the Agency all Confidential Information in its care, custody, control or possession upon request of the Agency or on termination of the TO Agreement.
  7. A breach of this Agreement by the TO Contractor or 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 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 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, in no event less restrictive than as set forth in 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;
    - f. The Recitals are not merely prefatory but are an integral part hereof; and

- g. The effective date of this Agreement shall be the same as the effective date of the TO Agreement entered into by the parties.

**IN WITNESS WHEREOF**, the parties have, by their duly authorized representatives, executed this Agreement as of the day and year first above written.

TO Contractor:	DoIT
By:	By:
(seal)	
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:



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**Attachment J. HIPAA Business Associate Agreement**

This solicitation does not require a HIPAA Business Associate Agreement.

**Attachment K. Mercury Affidavit**

This solicitation does not include the procurement of products known to include mercury as a component.

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**Attachment L. Location of the Performance of Services Disclosure**

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-L-PerformanceofServicesDisclosure.pdf>.

## Attachment M. Task Order

### CATS+ TORFP# F50B0600006 OF MASTER CONTRACT #060B2490023

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

IN CONSIDERATION of the mutual promises, 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 Department of Information Technology, as identified in the CATS+ TORFP # F50B0600006.
  - b. “CATS+ TORFP” means the Task Order Request for Proposals # F50B0600006, dated MONTH DAY, YEAR, including any addenda and amendments.
  - c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor.
  - d. “TO Procurement Officer” means Dapheny Mccray. The Department may change the TO Procurement Officer at any time by written notice.
  - e. “TO Agreement” means this signed TO Agreement between DoIT and TO Contractor.
  - f. “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_.
  - g. “TO Manager” means [contractManagerName]. The Department may change the TO Manager at any time by written notice to the TO Contractor.
  - h. “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
  - i. “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
  - j. “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work
  - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
  - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 3 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:

The TO Agreement,

Exhibit A – CATS+ TORFP

Exhibit B – TO Technical Proposal

Exhibit C – TO Financial Proposal

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

### 3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the term of this TO Agreement shall commence as of the "Effective Date" and expire on the first anniversary (1<sup>st</sup>) thereafter. At the sole option of the State, this TO Agreement may be extended for four (4) one-year periods for a total TO Agreement period ending on **Month, Day, Year**.

### 4. Consideration and Payment

4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS+ TORFP and shall not exceed \$\_\_\_\_\_ for the Base Period; \$\_\_\_\_\_ for Option Period 1; \$\_\_\_\_\_ for Option Period 2; \$\_\_\_\_\_ for Option Period 3; and \$\_\_\_\_\_ for Option Period 4. 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 3 of the CATS+ TORFP, but no later than thirty (30) days after the [typeofAgency]'s receipt of a proper invoice for services provided by the TO Contractor, acceptance by the [typeofAgency] 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 Department 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.

### 5. Liquidated Damages for MBE

- 5.1 The TO Agreement requires the TO Contractor to comply in good faith with the MBE Program and TO Agreement provisions. The State and the TO Contractor acknowledge and agree that the State will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the TO Contractor does not comply in good faith with the requirements of the MBE Program and MBE TO Agreement provisions. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.
- 5.2 Therefore, upon issuance of a written determination by the State that the TO Contractor failed to comply in good faith with one or more of the specified MBE Program requirements or MBE TO Agreement provisions, the TO Contractor shall pay liquidated damages to the State at the rates set forth below. The TO Contractor expressly agrees that the State may withhold payment on any invoices as a set-off against liquidated damages owed. The TO Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of such violation.
- (a) Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): \$XXX per day until the monthly report is submitted as required.
  - (b) Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): \$XXX per MBE subcontractor.
  - (c) Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the Contract.
  - (d) Failure to meet the Contractor's total MBE participation goal and sub goal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.
  - (e) Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of the Contract: \$100.00 per day until the undisputed amount due to the MBE subcontractor is paid.
- 5.3 Notwithstanding the assessment or availability of liquidated damages, the State reserves the right to terminate the TO Agreement and exercise any and all other rights or remedies, which may be available under the TO Agreement or Law.

SIGNATURES ON NEXT PAGE

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, DoIT

\_\_\_\_\_

\_\_\_\_\_

By: Dapheny McCray, TO Procurement Officer

Date

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

Approved for form and legal sufficiency this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_

Assistant Attorney General

## Attachment N. IV&V DATA POLICY

### Scope

This policy covers DoIT's policy for the storage and transmission of all IV&V sensitive data, regardless of the medium. Each TO Contractor Personnel engaged on an IV&V shall sign and receive a copy of this policy.

### Purpose

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

### Definition

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

### Policies & Procedures:

#### Watermarking

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

#### Access to IV&V sensitive data

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

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

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

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

- Based on frequency of need for access;
- Approved by the manager responsible for the IV&V at the respective organization. The IV&V TO Project/Contract Manager must be informed of all personnel granted access.

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

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

#### Distribution within IV&V Project Team

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

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

#### Storage

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

#### Redacted IV&V sensitive data

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

redacted information will be provided to the IV&V TO Project/Contract Manager for review and approval.

**Questions about this policy**

If you have questions about this policy, please contact the TO Project/Contract Manager.

**Policy adherence**

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

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

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

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

## Appendix 1. Abbreviations and Definitions

For purposes of this TORFP, the following abbreviations or terms have the meanings indicated below:

- 1) Application Program Interface (API) - Code that allows two software programs to communicate with each other
- 2) Acceptable Use Policy (AUP) - A written policy documenting constraints and practices that a user must agree to in order to access a private network or the Internet
- 3) Access - The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any information system resource
- 4) bFile – Online Business Tax Filing
- 5) Business Day(s) – The official working days of the week to include Monday through Friday. Official working days excluding State Holidays (see definition of “Normal State Business Hours” below).
- 6) CACS – Computer Assisted Collection System
- 7) COM – Comptroller of Maryland (or “Agency”)
- 8) COMAR – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
- 9) Compass Program (also Program) – Collection of all projects managed by the Compass Program Managers contributing to the implementation of the ITS Solution.
- 10) Comptroller of Maryland - COM, Comptroller, Comptroller’s Office, or the Agency.
- 11) COTS – Commercial Off The Shelf
- 12) CR – Central Registration
- 13) Data Breach – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data
- 14) DoIT – the Maryland Department of Information Technology, or the Department issuing this TORFP
- 15) Effective Date - The date of mutual TO Agreement execution by the parties
- 16) eMM – eMaryland Marketplace
- 17) Enterprise License Agreement (ELA) – An agreement to license the entire population of an entity (employees, on-site contractors, off-site contractors) accessing a software or service for a specified period of time for a specified value.
- 18) FSET – Federal / State Employment Taxes
- 19) iFile – Online Individual Tax Filing
- 20) Information System – A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
- 21) Information Technology (IT) – All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services.
- 22) ITS – Integrated Tax System. The core software package(s) purchased by the COM to implement tax processing for the State of Maryland.
- 23) ITS Solution – All technology components necessary for the full implementation of the ITS, scanning and document imaging, content management, hosting, and integration of the COM’s Teradata Data Warehouse.
- 24) IV&V – Independent Verification and Validation
- 25) TO Contractor – the company responsible for the proposal that results in award of this Task Order.
- 26) TO Contractor Personnel - Employees and agents and subcontractor employees and agents performing work at the direction of the TO Contractor under the terms of the Task Order awarded from this TORFP.

- 27) Key Personnel – The IV&V Project Manager, as well as all other TO Contractor Personnel identified in Offeror’s proposal that are essential to the work being performed under the Task Order. See TORFP Section 3.7.
- 28) Local Time – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- 29) Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- 30) MeF – Modernized e-File
- 31) MS - Microsoft
- 32) Normal State Business Hours - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) – keyword: State Holidays.
- 33) Notice to Proceed (NTP) – A written notice from the TO Procurement Officer that work under the Task Order, project or Work Order (as applicable) is to begin as of a specified date. The NTP Date is the start date of work under the Task Order, project or Work Order. Additional NTPs may be issued by either the TO Procurement Officer or the TO Contract Monitor regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- 34) NTP Date – The date specified in a NTP for work on Task Order, project or Work Order to begin.
- 35) Offeror – A Master Contractor that submits a Proposal in response to this TORFP.
- 36) Personally Identifiable Information (PII) – Any information about an individual maintained by the State, including (1) any information that can be used to distinguish or trace an individual identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- 37) Protected Health Information (PHI) – Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- 38) RFP – Request For Proposal
- 39) Security Incident – A violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies, or standard security practices. “Imminent threat of violation” is a situation in which the organization has a factual basis for believing that a specific incident is about to occur.
- 40) Security or Security Measures – The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data
- 41) Sensitive Data - Means PII;PHI; other proprietary or confidential data as defined by the State, including but not limited to “personal information” under Md. Code Ann., Commercial Law § 14-3501(d) and Md. Code Ann., St. Govt. § 10-1301(c) and information not subject to disclosure under the Public Information Act, Title 4 of the General Provisions Article; and information about an individual that (1) can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information
- 42) SMART – State of Maryland Tax System
- 43) Software - The object code version of computer programs licensed pursuant to this TO Agreement. Embedded code, firmware, internal code, microcode, and any other term referring to software that is necessary for proper operation is included in this definition of Software. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections.

- Software also includes any upgrades, updates, bug fixes or modified versions or backup copies of the Software licensed to the State by TO Contractor or an authorized distributor.
- 44) Solution - All Software, deliverables, services and activities necessary to fully provide and support the TORFP scope of work. This definition of Solution includes all System Documentation developed as a result of this TO Agreement. Also included are all Upgrades, patches, break/fix activities, enhancements and general maintenance and support of the Solution and its infrastructure.
  - 45) State – The State of Maryland.
  - 46) Source Code – Executable instructions for Software in its high level, human readable form which are in turn interpreted, parsed and/or compiled to be executed as part of a computing system.
  - 47) System Documentation – Those materials necessary to wholly reproduce and fully operate the most current deployed version of the Solution in a manner equivalent to the original Solution including, but not limited to:
    - a) Source Code: this includes source code created by the TO Contractor or subcontractor(s) and source code that is leveraged or extended by the TO Contractor for use in the Task Order.
    - b) All associated rules, reports, forms, templates, scripts, data dictionaries and database functionality.
    - c) All associated configuration file details needed to duplicate the run time environment as deployed in the current deployed version of the system.
    - d) All associated design details, flow charts, algorithms, processes, formulas, pseudo-code, procedures, instructions, help files, programmer’s notes and other documentation.
    - e) A complete list of Third Party, open source, or commercial software components and detailed configuration notes for each component necessary to reproduce the system (e.g., operating system, relational database, and rules engine software).
    - f) All associated user instructions and/or training materials for business users and technical staff, including maintenance manuals, administrative guides and user how-to guides.
    - g) Operating procedures
  - 48) Task Order (TO) – The scope of work described in this TORFP.
  - 49) TO Agreement - The contract awarded to the successful Offeror pursuant to this Task Order Request for Proposals, the form of which is attached to this TORFP as **Attachment M**.
  - 50) TO Proposal – As appropriate, either or both of an Offeror’s TO Technical or TO Financial Proposal.
  - 51) Technical Safeguards – The technology and the policy and procedures for its use that protect State Data and control access to it.
  - 52) Third Party Software – Software and supporting documentation that:
    - a) are owned by a third party, not by the State, the TO Contractor, or a subcontractor,
    - b) are included in, or necessary or helpful to the operation, maintenance, support or modification of the Solution; and
    - c) were specifically identified and listed as Third Party Software in the Proposal.
  - 53) Total Proposal Price - The Offeror’s total proposed price for services in response to this solicitation, included in the TO Financial Proposal with **Attachment B** – TO Financial Proposal Form, and used in the financial evaluation of Proposals (see TORFP **Section 5.5**).
  - 54) Veteran-owned Small Business Enterprise (VSBE) – A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.

**Appendix 2. Offeror Information Sheet**

<b>Offeror</b>	
<b>Company Name</b>	
<b>Street Address</b>	
<b>City, State, Zip Code</b>	
<b>TO Contractor Federal Employer Identification Number (FEIN)</b>	
<b>TO Contractor eMM ID number</b>	As of the date of Proposal submission, are you registered to do business with the state of Maryland?
<b>SBE / MBE/ VSBE Certification</b>	
<b>SBE</b>	Number: Expiration Date:
<b>VSBE</b>	Number: Expiration Date:
<b>MBE</b>	Number: Expiration Date: Categories to be applied to this solicitation (dual certified firms must choose only one category).
<b>Offeror Primary Contact</b>	
<b>Name</b>	
<b>Title</b>	
<b>Office Telephone number (with area code)</b>	
<b>Cell Telephone number (with area code)</b>	
<b>e-mail address</b>	
<b>Authorized Offer Signatory</b>	
<b>Name</b>	
<b>Title</b>	
<b>Office Telephone number (with area code)</b>	
<b>Cell Telephone number (with area code)</b>	
<b>e-mail address</b>	

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**Appendix 3. Non-Disclosure Agreement (Offeror)**

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/Appendix-3-Non-Disclosure-Agreement-Offeror-1.dotx>

## Appendix 4. Labor Classification Personnel Resume Summary

### INSTRUCTIONS:

1. For each Key Personnel proposed, complete one Labor Category Personnel Resume Summary. 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.
2. For this TORFP,
  - A. Master Contractors shall comply with all personnel requirements defined under the Master Contract RFP 060B2490023.
  - B. Master Contractors shall propose the CATS+ Labor Category that best fits each proposed resource. A Master Contractor may only propose against labor categories in the Master Contractor's CATS+ Master Contract Financial Proposal.
  - C. A Master Contractor's entire TO Technical Proposal will be deemed not susceptible for award if any of the following occurs:
    - 1) Failure to follow these instructions.
    - 2) Failure to propose a resource for each job title or labor category identified in the TORFP as a required submission.
    - 3) Failure of any proposed resource to meet minimum requirements as listed in this TORFP and in the CATS+ Master Contract.

**Appendix 4 LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY**

CATS+ TORFP #F50B0600006

Proposed Individual:		Master Contractor:		CATS+ Labor Category:	
Education: Insert the education description from the CATS+ RFP from Section 2.10 for the applicable labor category		Institution/Address		Degree or Certification	Dates
Generalized Experience: Insert the generalized experience description from the CATS+ RFP from Section 2.10 for the applicable labor category.		Start	End	Company/Job Title	Relevant Work Experience
Specialized Experience: Insert the specialized experience description from the CATS+ RFP from Section 2.10 for the applicable labor category,					
TORFP Additional Requirements Minimum qualifications and required certifications as defined in Section 1 of this TORFP.  Provide dates in the format of MM/YY to MM/YY					

**CANDIDATE REFERENCES** (List persons the State may contact as employment references)

Reference Name	Job Title or Position	Organization Name	Telephone / Email

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

TO Contractor Representative:

Proposed Individual:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Appendix 5. Criminal Background Check Affidavit**

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the \_\_\_\_\_(Title)\_\_\_\_\_ and the duly authorized representative of \_\_\_\_ (Master Contractor)\_\_\_\_\_ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

I hereby affirm that \_\_\_\_ (Master Contractor)\_\_\_\_\_ has complied with Section 2.4, Security Requirements of the Department of Information Technology’s Consulting Technical Services Master Contract Number 060B2490023 (CATS+) hereto as Exhibit A.

I hereby affirm that the \_\_\_\_ (Master Contractor)\_\_\_\_\_ has provided Maryland Transportation Authority with a summary of the security clearance results for all of the candidates that will be working on Task Order MICROSOFT DYNAMICS SL SOFTWARE TECHNICAL AND USER SUPPORT F50B0600006 and all of these candidates have successfully passed all of the background checks required under Section 2.4.3.2 of the CATS + Master Contract. Master Contractors hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this Task Order.

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.

\_\_\_\_\_  
Master Contractor

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date