

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



**DEPARTMENT OF INFORMATION TECHNOLOGY  
INDEPENDENT VERIFICATION AND VALIDATION**

**F50B0600060**

**ISSUE DATE: AUGUST 12, 2020**

**DEPARTMENT OF INFORMATION TECHNOLOGY (DoIT)**  
**KEY INFORMATION SUMMARY SHEET**

<b>Solicitation Title:</b>	Independent Verification and Validation
<b>Solicitation Number (TORFP#):</b>	F50B0600060 – IT Management Consulting Services
<b>Functional Area:</b>	Functional Area 10 – IT Management Consulting Services
<b>TORFP Issue Date:</b>	August 12, 2020
<b>TORFP Issuing Office:</b>	Department of General Services, Office of State Procurement
<b>TO Procurement Officer:</b> <b>e-mail:</b>	Dapheny McCray <a href="mailto:Dapheny.mccray1@maryland.gov">Dapheny.mccray1@maryland.gov</a>
<b>TO Manager:</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>	August 27, 2020 at 09:30 AM Local Time This conference will be held virtually via Google Meet. Please email ( <a href="mailto:Dapheny.mccray1@maryland.gov">Dapheny.mccray1@maryland.gov</a> ). Note: Functional Area 10 Master Contractors will receive an invitation to the Pre-Proposal Conference for connection instructions.
<b>Questions Due Date and Time</b>	September 2, 2020 at 09:00 AM Local Time
<b>TO Proposals Due (Closing) Date and Time:</b>	September 15, 2020 at 09:00 AM 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% (Refer to TORFP Section 4.7)
<b>VSBE Subcontracting Goal:</b>	0%
<b>Task Order Type:</b>	Indefinite Quantity with Time and Materials and Fixed Price Work Orders
<b>Task Order Duration:</b>	Three year base period with 2, one-year option periods
<b>Primary Place of Performance:</b>	Statewide
<b>SBR Designation:</b>	No
<b>Federal Funding:</b>	No

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## **1 Minimum Qualifications**

The personnel proposed under any Work Order 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-](http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016CATSPPlus2016RFP.pdf)

2016CATSPPlus2016RFP.pdf). And subsequent Amendment #4 & Amendment – Section 2.10 update-see:

[http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-](http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016_Section2.10_Amendment.pdf)

2016\_Section2.10\_Amendment.pdf.

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## 2 TO Contractor Requirements: Scope of Work

### 2.1 Background/Purpose

### 2.2 Purpose/Background

The purpose of this TORFP is to provide a streamlined procurement process to create a “pool” of qualified Master Contractors that may be engaged through work orders to provide Independent Verification and Validation (IV&V) services. DoIT intends to award this TORFP to up to ten (10) Master Contractors. After award of the TORFP, the State will conduct a secondary level of competition through a Work Order process to procure resources for specific IV&V services as outlined in Section 3.10.

Note: Receiving an award under this TORFP is not a guarantee that the State will award a subsequent Work Order Agreement to any of the awarded TO Contractors.

#### 2.2.1 The objectives of the IV&V services include:

- A. Provide information that determines (for oversight and management) whether development products of a particular activity conform to the requirements of that activity, and whether the software satisfies both its intended use and user needs.
- B. Ensure that selected work products including planning, execution and closeout level documentation meet their specified requirements.
- C. Confirm that a product or product component fulfills its intended use when placed in its intended environment.
- D. Proactively determine early in a program’s life cycle the quantitative, qualitative, and financial risks associated with the program.
- E. Built on a foundation of best practices, ensure that quality is built into program deliverables from the beginning—starting with business and requirements analysis, continuing through software development and unit-testing activities, and ending with system and integration testing and acceptance.

#### 2.2.2 Required Project Policies, Guidelines and Methodologies

The TO Contractor is 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: <https://doit.maryland.gov/SDLC/Pages/agile-sdlc.aspx> ;
- B. The State of Maryland Information Technology Security Policy and Standards at: <https://doit.maryland.gov/policies/Pages/default.aspx> ;
- B. The State of Maryland Information Technology Non-Visual Standards at: <https://doit.maryland.gov/policies/Pages/nva.aspx> ;
- C. The State of Maryland Information Technology Project Oversight at: <https://doit.maryland.gov/epmo/Pages/MITDP/default.aspx> -.
- D. Accepted best practice as dictated by industry norms and authority covering the entirety of the project scope

## 2.3 IV&V Requirements

**2.3.1** Work Orders will address the broad process/scope of the IV&V. The scope of services contained herein intend to outline the general requirements under this TORFP. Specific details of scope and period of performance will be provided in individual Work Orders.

The examples of services listed in this section are not all inclusive of the services that may be requested under a Task Order:

- A. Independent research, stakeholder interviews, observation of project processes, and the review and analyses of project files and documentation, as they exist at the time of assessment.
- B. Completion of phase one deliverables described in each Work Order, which will establish a baseline assessment of current project health.
- C. Perform IV&V for implementation of a legacy system replacement and/or practices including findings and recommendations rooted in identified risks.
- D. Monitor and report on agency compliance and provide process and document reviews in the form of ongoing on-site assessment(s).
- E. Apply independent research, stakeholder interviews, and project monitoring to identify risk and mitigation affecting cost, scope and quality.
- F. Provide independent on-site oversight as needed to support Agency corrective actions on an ongoing basis while maintaining independence.
- G. Provide as needed assessment of portion of a project at a particular point in time and/or throughout the entirety of the project timeline. These assessments can apply to any project management processes consistent with PMBOK knowledge areas or accepted best practice as deemed applicable.
- H. Quality assurance audits of IT systems to ensure that systems perform to documented specifications in areas such as data security, customer privacy, data accuracy, business processes, and customer satisfaction to meet the overall business need.
- I. Assess action plans that correct audit findings.
- J. Perform Certification and Accreditation assessments.
- K. Provide Risk assessment associated with business areas such as cost, benefit, schedule, technical performance, human factors, safety and security.
- L. Evaluate project governance including but not limited to:
  - 1. defined roles and expectations among all internal and external stakeholders
  - 2. flow of project information among stakeholders
  - 3. review, response, and escalation of project issues

- M. Evaluate compliance, documentation, and management as predicated by the State’s SDLC methodology.
- N. Assess project auditability including individual contract assessment.
- O. Feasibility and other independent assessments (technical, schedule, operational, economic, organizational maturity).
- P. Provide presentations targeted to oversight, management and subject matter experts on reporting and operational enhancements.
- Q. Assess project management methodologies applied to managing processes and results.
- R. Evaluate overall strengths and weaknesses in performing projects.
- S. Assess the ability of the contractor and its project team to deliver projects on time, on budget and within scope and meeting the business requirements originally intended.
- T. Other assessment areas or studies tailored to specific circumstances.

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.

**2.3.2 Required resources may include:**

<b>Role</b>	<b>Duties/Responsibilities (including but not limited to):</b>
2.3.2.a. IV&V Project Manager	<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 system(s) 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>
2.3.2.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>
2.3.2.c. Business Analyst	<ol style="list-style-type: none"> <li>1. Review all software 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 make recommendations for improving project problems and issues.</li> </ol>
2.3.2.d. Testing Specialist	<ol style="list-style-type: none"> <li>1. Evaluate that:               <ol style="list-style-type: none"> <li>a. Delivered components meet documented design</li> </ol> </li> </ol>

<b>Role</b>	<b>Duties/Responsibilities (including but not limited to):</b>
	<ul style="list-style-type: none"><li>b. Products meet requirements</li><li>c. Interfaces are correct</li><li>d. Products are ready for production</li></ul>
2.3.2.e. QA Manager	<ul 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></ul>

## **2.4 Expansion Window**

DoIT, at its discretion, may announce Expansion Windows during which CATS+ Master Contractors may propose to be added as new TO Contractors under the TORFP.

## **2.5 Professional Development**

Any TO Personnel provided under this TORFP must maintain any professional certifications required by a Work Order for the duration of the Work Order term.

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## 3 TO Contractor Requirements: General

### 3.1 Task Order Initiation Requirements

After award, a kick off meeting will be held to orient TO Contractors to the process.

### 3.2 End of Task Order Transition

Does not apply

### 3.3 Invoicing

#### 3.3.1 Definitions

**“Proper Invoice”** means a bill, written document, or electronic transmission, readable by the agency, provided by a contractor requesting an amount that is due and payable under a written procurement contract for property received or services rendered that meets the requirements of COMAR 21.06.09.02.

**“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.

**“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.

#### 3.3.2 General

- A. Invoice payments to the TO Contractor are governed by the terms and conditions in the CATS+ Master Contract.
- B. The TO Contractor must send OR e-mail the original of each invoice to the TO Manager.
- C. All invoices for services must be verified by the TO Contractor as accurate at the time of submission.
- D. Invoices submitted without the required information cannot be processed for payment. A Proper Invoice, 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; and
  11. Any additional documentation required by regulation or the Task Order.

- B. Invoices that contain both fixed price and time and material items shall clearly identify the items as either fixed price or time and material billing.
- C. The Requesting Agency reserves the right to reduce or withhold payment in the event the Master Contractor does not provide the Requesting Agency with all required deliverables within the time frame specified in the Work Order or otherwise breaches the terms and conditions of the Master Contract until such time as the Master Contractor brings itself into full compliance with the Master Contract.
- D. Any action on the part of the Requesting Agency or dispute of action by the Master 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.
- E. 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.
- F. 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 contract. In no event shall any invoice be submitted later than 60 calendar days from the Contract termination date.

### **3.3.3. Invoice Submission Schedule**

Unless DoIT agrees otherwise, invoices must be submitted monthly and within 30 days of delivery of services.

### **3.3.4. Time and Materials Invoicing**

- A. Time and Material invoices submitted for payment must be accompanied by notice(s) of acceptance issued by the State, as follows: DPAF for each deliverable being invoiced or signed timesheet as described below. Include for each person 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 WO Manager.
- B. Time Sheet Reporting. Within three (3) business days after the 15th and last day of the month, the WO Contractor must submit a semi-monthly timesheet for the preceding half month providing data for all resources provided under each Work Order.

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

- 1. Title: “Time Sheet for <<xxxxx>>”
- 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 40 hours which must be approved prior to hours worked
  - 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 WO Manager
5. Time sheets must be submitted to the WO Manager prior to invoicing.
6. The WO Manager's signature on the timesheet indicates authorization to invoice.

**3.3.5. 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 Work Order.
- B. The proper invoice has not been received by the party or office specified in the Work Order.
- C. The invoice or performance is in dispute or the TO Contractor has failed to otherwise comply with the provisions of the Work Order.
- D. The item or services have not been accepted.
- E. The quantity of items delivered is less than the quantity ordered.
- F. The items or services do not meet the quality requirements of the Work Order
- G. If the Work Order provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule.
- H. If the Work Order provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have not been met.
- I. 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.

**3.3.6. Travel Reimbursement**

Travel will not be reimbursed under this TORFP.

**3.3.7. Retainage**

This solicitation does not require retainage.

**3.4 Liquidated Damages**

This solicitation does not require liquidated damages.

**3.5 Insurance Requirements**

Offeror must 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 (See Master Contract Attachment M).

**3.5.1 Cyber Security / Data Breach Insurance**

The TO Contractor(s) shall possess and maintain throughout the Term and for three (3) years thereafter, cyber risk/ data breach insurance (either separately or as part of a broad Professional Liability or Errors and Omissions Insurance) with limits of at least US \$5 (five) million per claim. Any "insured vs. insured" exclusions will be modified accordingly to allow the State additional insured status without prejudicing the State's rights under the policy (ies). Coverage must be sufficiently broad to respond to the Contractor's duties and obligations under the Contract and include, but not be limited to, claims involving privacy violations, information theft, damage to or

destruction of electronic information, the release of Sensitive Data, and alteration of electronic information, extortion, and network security. The policy must provide coverage for, not by way of limitation, breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

## **3.6 Security Requirements**

### **3.6.1 Employee Identification**

- A. TO Contractor Personnel must always display their State ID once issued and company ID badge in a visible location while on State premises. Upon request of authorized State personnel, each such TO Contractor Personnel shall provide additional photo identification.
- B. TO Contractor Personnel must 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 must 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 may be passed through to or reimbursed by the State or any of its agencies or units.

### **3.6.2 Security Clearance / Criminal Background Checks**

- A. The TO Contractor must obtain from all 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 must 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 Contractor Personnel prior to assignment:
- 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 Contract Manager.
- C. TO Contractor is 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 must complete a criminal background check prior to any individual TO Contractor Personnel being assigned work on the project. TO Contractor must provide a Criminal Background Check Affidavit (Appendix 3) prior to any work commencing on the Task Order.

**3.6.3 On-Site Security Requirement(s)**

- 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.
- B. 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.
- C. 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 must 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.
- D. Any TO Contractor Personnel who enters the premises of a facility under the jurisdiction of the State of Maryland may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the State of Maryland.
- E. 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.

**3.6.4 Information Technology**

The TO Contractor must:

- A. Implement Administrative, physical, and technical safeguards to protect State data that are no less rigorous than accepted industry best practices for information security such as those listed below (see Section 3.6.5);
- B. Ensure that all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws as well as the terms and conditions of the TO Agreement; and
- C. The TO Contractor, and TO Contractor Personnel, must (i) abide by all applicable federal, State and local laws, rules and regulations concerning security of Information Systems and Information Technology and (ii) comply with and adhere to the State IT Security Policy and Standards as each may be amended or revised from time to time. Updated and revised versions of the State IT Policy and Standards are available online at: [www.doit.maryland.gov](http://www.doit.maryland.gov) – keyword: Security Policy.

**3.6.5 Data Protection and Controls**

- A. TO Contractor must ensure a secure environment for all State data and any hardware and software (including but not limited to servers, network and data components) to be provided

or used in connection with the performance of the TO Agreement and must apply or cause application of appropriate controls so as to maintain such a secure environment (“Security Best Practices”). Such Security Best Practices must comply with an accepted industry standard, such as the NIST cybersecurity framework.

### 3.7 Performance and Personnel

#### 3.7.1 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 Manager - The TO 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.
- C. The TO Manager will assign tasks to the personnel provided under this TORFP and will track and monitor the work being performed at a high level through the monthly accounting of hours’ deliverable for work types; actual work produced will be reconciled with the hours reported.
- D. WO Manager - The WO Manager has the responsibility for the management of the work performed under a WO Agreement, administrative functions, including issuing written directions. The WO Manager will assign tasks to the personnel provided under a Work Order 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.
- E. TO Contractor – The TO Contractor is the CATS+ Master Contractor awarded this Task Order. The TO Contractor will provide human resources as necessary to perform the services described in this TORFP and Work Orders issued thereunder.
- F. TO Contractor Manager – The TO Contractor Manager will serve as primary point of contact with the TO 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 Manager and the senior TO Contractor management.
- G. 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.
- H. Key Personnel – A subset of TO Contractor Personnel whose departure during the performance period of a Work Order, will, in the State’s opinion, have a substantial negative impact on Work Order performance. Key Personnel may be identified in Work Orders.

#### 3.7.2 Offeror Experience and Qualifications

The following experience and qualifications are 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 not possessing this experience and qualifications will be technically ranked lower.

- A. Seasoned, demonstrable, extensive experience in large-scale IT projects, with budgets of \$25,000,000+, in a number of federal, State or local agencies.
- B. Proven experience in the IV&V of systems development efforts under the guise of accepted best practices and methodologies.
- C. Experience in providing independent and objective third-party reviews of projects with the intent of protecting the state's interests.
- D. Proven experience in conducting an IV&V to provide documented evaluations and assessments throughout the project lifecycle.
- E. 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.
- F. Proven experience with industry standard best practices and methodology in risk and issue analysis and management.
- G. Proficiency in guidance and training related to industry-standard best practices and methodologies in strategic and execution level project management and systems development.
- H. Experience with industry-standard best practices regarding quality principles and techniques.

### **3.7.3 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 will be reviewed and approved by the State at its discretion.

- A. Substitution of experience for education may be permitted at the discretion of the State.
- B. Substitution of professional certificates for experience may also be considered.

### **3.7.4 TO Contractor Personnel Maintain Certifications**

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

### **3.7.5 Work Hours**

- A. Business Hours Support: TO Contractor shall assign TO Contractor Personnel to support Normal State Business Hours (8:00 AM to 5:00 PM), Monday through Friday except for State holidays.
- B. Needs beyond the work hours described in paragraph A above may be defined in a Work Order.

### 3.8 Substitution of Personnel

#### 3.8.1 Directed Personnel Replacement

- A. The TO Manager may direct the TO Contractor to replace any TO Contractor Personnel who, in the sole discretion of the TO 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 either Federal or law or State of Maryland law, Contract, or Task Order requirement.
- B. If deemed appropriate in the discretion of the TO Manager, the TO Manager will 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 must provide a written Remediation Plan within three (3) days of the date of the notice. If the TO Manager rejects the Remediation Plan, the TO Contractor must revise and resubmit the plan to the TO Manager within five (5) days of the rejection, or in the timeframe set forth by the TO Manager in writing. Once a Remediation Plan has been accepted in writing by the TO Manager, the TO Contractor must immediately implement the Remediation Plan.
- C. Should performance issues persist despite the approved Remediation Plan, the TO 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 above.
- D. In circumstances of directed removal, the TO Contractor must provide a suitable replacement for TO 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 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 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 is 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.

### 3.9 Minority Business Enterprise (MBE) Reports

The State will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements.

#### 3.9.1 Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS+ Master Contract.

- A. The TO Contractor must submit the following reports by the 15th of each month to the State designated person 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.

- 3.9.2 The TO Contractor must ensure that each MBE subcontractor provides a completed Subcontractor Paid/Unpaid MBE Invoice Report (Attachment D-5) by the 15th of each month.
- 3.9.3 Subcontractor reporting must be sent directly from the subcontractor to the State designated employee. The TO Contractor must e-mail all completed forms, copies of invoices and checks paid to the MBE directly to the TO Manager.

### **3.10 Veteran Small Business Enterprise (VSBE) Reports**

There is no VSBE goal assigned to this TORFP.

### **3.11 Work Order Process**

Specific areas of required expertise may be further defined in a Work Order. The TO Contractor is responsible for ensuring appropriate TO Contractor Personnel are assigned to perform the work as specified in a Work Order and must certify that all candidates meet the required qualifications. Only staff available at the time of the Work Order Proposal may be proposed.

- A. Time and Material Work Orders will be issued in accordance with pre-approved labor categories with the fully loaded rates proposed in Attachment B – Financial Proposal.
- B. The Work Order will include:
  - 1. Requirements and description of the service or resources needed
  - 2. Performance objectives, as applicable
  - 3. Due date and time for submitting a response to the request
  - 4. Required place(s) where work must be performed
  - 5. Security requirements
  - 6. Invoicing requirements
  - 7. Required office space, hardware, software, connectivity
- C. The TO Contractor must e-mail a response to the TO Manager within the time specified in the Work Order and include at a minimum:
  - 1. A response that details the TO Contractor's understanding of the work
  - 2. A price to complete the Work Order Price Proposal (will be provided with the Work Order)
  - 3. A description of the proposed personnel resources with the required qualifications and skill sets to perform the requested tasks, identifying the corresponding CATS+ labor category
  - 4. Work Order Resume Form
  - 5. An explanation of how tasks will be completed, including proposed subcontractors and related tasks
  - 6. State-furnished information, work site, and/or access to equipment, facilities, or personnel
- D. The TO Manager will review the response and will confirm that the proposed labor rates are consistent with this TORFP.
- E. The TO Manager may contact the TO Contractor to obtain additional information, clarification or revision to the Work Order response. Written approval by the TO Procurement Officer is required

before the Work Order Agreement may be executed by the State.

- F. Proposed personnel on any type of Work Order are subject to approval by the TO Manager. The TO Contractor must furnish resumes of proposed personnel specifying the labor category from the CATS+ Labor Categories proposed in the TO Proposal. The TO Manager has the option to interview the proposed personnel and, in the event of an interview or not, will notify the TO Contractor of acceptance or denial of the personnel.
- G. The criteria for making a Work Order award determination will be detailed in the Work Order.
- H. Commencement of work under a Work Order will be initiated only upon issuance of a fully executed Work Order Agreement and NTP authorized by the State.

### **3.12 Additional Clauses**

The TO Contractor is subject to the requirements in this section and must flow down the provisions of **Sections 3.12.1 – 3.12.3** (or the substance thereof) in all subcontracts.

#### **3.12.1 TORFP Subject to CATS+ Master Contract**

In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS+ RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments.

#### **3.12.2 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/CATSPplus/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 must 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 must update and resend the checklist to DoIT.

#### **3.12.3 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.

### **3.13 Protest/Disputes**

Any protest or dispute related to this solicitation or work awarded thereunder are subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

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## 3 TORFP Instructions

### 4.1 Task Order 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 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 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 Department will make a reasonable effort to provide such special accommodation.

**Seating at the Conference will be limited to two (2) attendees per company.**

### 4.2 Questions

- 4.2.1 All questions must identify in the subject line the Solicitation Number and Independent Verification and Validation #F50B0600060 and must 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 Department 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. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. Time stamps on outgoing email from Master TO Contractors will not be accepted.
- 4.3.2 Requests for extension of this date or time will 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, up to 10 Master Contractors will be awarded TO Agreements. A specific TO Agreement, **Attachment M**, will then be entered into between the State and the selected Master Contractor(s), which will bind the selected Master Contractor(s) (TO Contractor(s)) to the contents of its TO Proposal, including the TO Financial Proposal.

#### 4.5 Oral Presentation

Offerors and proposed TO Contractor Personnel may be required to make an oral presentation to State representatives. Offerors 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 Offerors 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 Limitation of Liability section of the CATS+ Master Contract. Any decrease to the ceiling established in paragraph 27(c) of the CATS+ Master Contract will be addressed at the Work Order level.

#### 4.7 MBE Participation Goal

- 4.7.1 A minimum overall MBE subcontractor participation goal of 20% has been established for the aggregate of all Work Order Agreements awarded pursuant to this TORFP.
- 4.7.2 Each Master Contractor that responds to this TORFP must complete, sign, and submit, without edits, **Attachment D - TORFP, Acknowledgment of MBE Requirements** at the time of TO Proposal submission. Failure of the Master Contractor to complete, sign, and submit all the **Attachment D - TORFP, Acknowledgment of MBE Requirements** at the time of TO Proposal submission will result in the State's rejection of the Master Contractor's TO Proposal.
- 4.7.3 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 goal assigned to this TORFP.

## 4.9 Living Wage Requirements

The Master Contractor must 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 must be accompanied by a completed Living Wage Affidavit of Agreement, **Attachment F** of this TORFP.

## 4.10 Federal Funding Acknowledgement

There are no federal funds associated with this TORFP.

## 4.11 Conflict of Interest Affidavit and Disclosure

- 4.11.1 Offerors must 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 must complete agreements substantially similar to **Attachment H**, conflict of interest Affidavit and Disclosure.
- 4.11.2 If the TO Procurement Officer decides 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 is certifying that 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)

All Offerors are advised that this solicitation and any TO Agreement(s) are 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

This solicitation does not require a HIPAA Business Associate Agreement.

## 4.14 Mercury and Products That Contain Mercury

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

## 4.15 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.

#### **4.16 Department of Human Services (DHS) Hiring Agreement**

This solicitation does not require a DHS Hiring Agreement.

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## 5 TO Proposal Format

### 5.1 Required Response

Each Master Contractor receiving this CATS+ TORFP must 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.

### 5.2 Two Part Submission

Offerors must 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 will not be considered.

5.3.2 Provide no pricing information in the TO Technical Proposal or 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 email address listed on the Key Information Summary Sheet under “TO Proposals are to be sent to:”.
- B. An Offeror wishing to deliver a hard copy (paper) TO Proposal must contact the TO Procurement Officer for instructions.

5.3.4 E-mail submissions

- A. The TO Technical Proposal and TO Financial Proposal must be submitted in separate emails. The subject line for each must identify which volume it contains and “TORFP #F50B0600060.”
- B. The State has established the following procedure to restrict access to Task Order Proposals received electronically: all TO 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 may 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 25Mb. 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.

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,
  - 3. a second searchable Adobe copy of the TO Technical Proposal, redacted in accordance with confidential and/or proprietary information removed.
- B. TO Financial Proposal consisting of:
  - 1. TO Financial Proposal and all supporting material in Excel format,
  - 2. the TO Financial Proposal in searchable Adobe PDF format,
  - 3. a second searchable Adobe copy of the TO Financial Proposal, redacted in accordance with confidential and/or proprietary information removed.

## 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:
    - a. Executive Summary (**limited to one page**, 8.5" x11", 1" border, Times New Roman 12 point font): A summary describing the Offeror's understanding of the TORFP scope of work (**Sections 2 through 3**).
    - b. A detailed discussion of the Offeror's understanding of the work entailed to address the requirements outlined in the TORFP and how the Offeror proposes to satisfy the requirements. This section should include a detailed description of the Offeror's proposed IV&V methodology(ies) and services as required by the TORFP. (**limited to 30 pages**, 8.5" x11", 1" border, Times New Roman 12 point font).
    - c. Sample Risk Assessment (**limited to five pages**, 8.5" x11", 1" border, Times New Roman 12 point font): Identification and prioritization of risks inherent in meeting the requirements in the TORFP and a description of strategies to mitigate, accept, or transfer identified risks. (5 page maximum)
    - d. Sample Project Management Plan (**limited to 15 pages**, 8.5" x11", 1" border, Times New Roman 12 point font): The Offeror shall provide a sample IV&V Project Management Plan (PMP) as a Microsoft Word document submitted via an embedded attachment. The Sample IV&V Project Management Plan shall describe the Offeror's general approach to performing IV&V.

- e. Assumptions (**limited to two pages**, 8.5” x11”, 1” border, Times New Roman 12 point font): A description of any assumptions formed by the Offeror in developing the TO Technical Proposal. (two page maximum)
- f. Tools the Master Contractor owns and proposes for use to meet any requirements in Sections 2 through 3. (**limited to three pages**, 8.5” x11”, 1” border, Times New Roman 12 point font)

B. 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 it’s TO Proposal and the requirements as stated in this TORFP.

C. Staffing Management Plan (**limited to three pages**, 8.5” x11”, 1” border, Times New Roman 12 point font) that demonstrates how the Offeror will provide resources and how the TO Contractor Personnel shall be managed. The Plan shall include, at a minimum:

- 1. The process and proposed lead time for locating and bringing on board resources that meet Work Order requirements.
- 2. The approach for quickly substituting qualified personnel after start of a Work Order.
- 3. Biographical data and an organization chart detailing the names and titles of the Offeror’s management staff who will supervise the personnel and a description of the services rendered under the TO Agreement.
- 4. The Offeror’s strategy to maintain and assure the ongoing quality of the services provided by the Offeror’s staff on active work orders

D. Subcontractors

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

E. Master Contractor and Subcontractor Experience and Qualifications (reference Section 3.7.2)

- a. The Master Contractor shall provide three references and five past performances (submit Appendix 4 for past performances) for contracts completed within the last five years (no more than one may come from a Subcontractor), that were similar to the requested scope of work. Include contact information for each client organization complete with the following:
  - 1. Name of organization.
  - 2. Point of contact name, title, e-mail and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
  - 3. Services provided as they relate to the scope of work.
  - 4. Start and end dates for each example engagement or contract.
  - 5. Current Master Contractor team personnel who participated on the engagement.

6. If the Master Contractor is no longer providing the services, explain why not.
- b. 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):

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

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

F. State Assistance

Provide an estimate of expectation concerning participation by State personnel.

G. 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.

H. Additional Submissions:

- a. Attachments and Exhibits:
  1. All forms required for the TO Technical Proposal are identified in Section 7 – Attachments and Appendices. Unless directed otherwise by instructions within an individual form, complete, sign, and include all required forms in the TO Technical Proposal.

2. 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 for each role proposed.
- 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 roles 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 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 Prices shall be valid for 120 days.

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## 6 Evaluation and Selection Process

### 6.1 Evaluation Committee

Evaluation of TO Proposals will be performed in accordance with COMAR 21.05.03 by an Evaluation 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 Department 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 an 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 Length and relevance of Offeror's IV&V experience. Relevance will be determined by the alignment of experience with programs of similar size, complexity, and subject matter.
- 6.2.2 Soundness of the proposed IV&V methodology(ies). Soundness will be determined by the Offeror's ability to articulate an IV&V methodology(ies), how the proposed IV&V methodology would be applied to projected project environment(s), its adherence to industry-accepted standards, and potential to deliver quality IV&V services.
- 6.2.3 Written and verbal presentation skills.
- 6.2.4 The Offeror's overall level of understanding of the requirements of the TORFP. The quality and completeness of the Offeror's Sample Project Management Plan and Staffing Plan.

### 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.

### 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 3.7.2 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(s) who have the TO Proposal determined to be the most advantageous to the State (up to 10 awards), 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(s).

## **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(s) shall complete and furnish the documents and attestations as directed in the table in **Section 7 – TORFP Attachments and Appendices**.

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## 7 TORFP ATTACHMENTS AND APPENDICES

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:

For e-mail submissions, submit one (1) copy of each with signatures.

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-TORFP	Acknowledgement of Work Order MBE Requirements
With Work Order 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	Acknowledgement of Work Order VSBE Requirements
N/A	E	Veteran-Owned Small Business Enterprise (VSBE) Form E-1A
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> )

When to Submit	Label	Attachment Name
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> )
N/A	N	DHS Hiring Agreement
When to Submit	Label	Appendix Name
N/A	1	Abbreviations and Definitions (included in this TORFP)
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> )
With Technical Proposal	4	Past Performance Rating Form
When to Submit	Label	Document Name
5 Business Days after recommended award		Evidence of meeting insurance requirements (see <b>Section 3.6</b> ); 1 copy

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

**Solicitation Number F50B0600060**

A TO Pre-proposal conference will be held on <<preProposalDate>>, at <<preProposalLocation>> via Google Meet.

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

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*

**Directions to the TO Pre-Proposal Conference**

**Attachment B. Financial Proposal**

See separate Excel TO Financial Proposal Form labeled CATS+ TORFP #F50B0600060 – IV&V Services – TO Financial Proposal - Attachment B.xls

The total class hours are not to be construed as “guaranteed” hours; the total number of hours is an estimate only for purposes of price sheet evaluation.

A year for this Task Order shall be calculated as one calendar year (12 months) from the Effective Date.

**Labor Rate Maximums:** The maximum labor rate that may be proposed for any CATS+ Labor Category shall not exceed the maximum for the CATS+ Master Contract year in effect on the TO Proposal due date. Please indicate which of the staff are guaranteed work and indicate the rest are appropriate for non-guaranteed work via Task Orders.

**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-TORFP – Acknowledgement of Work Order MBE Requirements**

This document shall be included with the submittal of the Master Contractor’s response to the TORFP. **If the Master Contractor fails to complete and submit this form with its response to the TORFP, the Procurement Officer shall determine that the Master Contractor’s response to the TORFP is not reasonably susceptible of being selected for award.**

In conjunction with the offer submitted in response to Solicitation No. F50B0600060, I affirm the following:

- A. I understand that if I am awarded a Task Order Agreement under the solicitation noted above, I will have the opportunity to compete for and win Work Orders that may contain MBE participation requirements.
- B. If I am awarded a Task Order Agreement under the solicitation noted above, and I respond to a Work Order that contains MBE requirements by submitting a Work Order Proposal, I understand that if I fail to comply with any of the MBE requirements outlined in the Work Order, my Work Order Proposal will be eliminated from further consideration.
- C. If I am awarded a Work Order Agreement, I commit to making a good faith effort to achieve the MBE goal established for the Work Order. I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

Bidder/Offeror Name:	
Signature of Authorized Representative:	
Printed Name and Title:	
Address:	
City, State and Zip Code:	

**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>.

This solicitation includes a Minority Business Enterprise (MBE) participation goal of 20 percent, there are no subgoals.

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

There is no VSBE assigned to this TORFP.

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

This solicitation does not require a Living Wage Affidavit of Agreement.

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

**Attachment G. Federal Funds Attachments**

Does not apply to this TORFP.

**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 “Department”), 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 services, Solicitation #F50B0600060; 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 confidentiality restrictions at least as restrictive as those set forth in this Agreement. The names of such TO Contractor 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 any Confidential Information by any of the TO Contractor's Personnel or the TO Contractor's former Personnel. TO Contractor shall cooperate, at its own expense, 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 Department all Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.

7. A breach of this Agreement by the TO Contractor or 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.

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 executed, by their duly authorized representatives, this Agreement as of the day and year first above written.

TO Contractor:

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DoIT

---

By:  
(seal)

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By:

---

Printed Name:

---

Printed Name:

---

Title:

---

Title:

---

Date:

---

Date:

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**Attachment J. HIPAA Business Associate Agreement**

Does not apply to this TORFP.

**Attachment K. Mercury Affidavit**

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

**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 #F50B0600060 OF  
MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this day of Month, 20\_\_ (“Effective Date”) by and between \_\_\_\_\_ (TO Contractor) whose principal business address is \_\_\_\_\_ and the STATE OF MARYLAND, acting by and through the Department of Information Technology (“Agency”).

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. “CATS+ TORFP” means the Task Order Request for Proposals F50B0600060, dated MONTH DAY, YEAR, including any addenda and amendments.
  - b. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor.
  - c. “TO Procurement Officer” means the individual identified as such in the CATS+ TORFP. The Department may change the TO Procurement Officer at any time by written notice.
  - d. “TO Agreement” means this signed TO Agreement between.
  - e. “TO Manager” means the individual identified as such in the CATS+ TORFP. The Department may change the TO Manager at any time by written notice to the TO Contractor.
  - f. “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
  - g. “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
  - h. “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 pursuant to Work Orders issued to it under 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 third anniversary thereof. At the sole option of the State, this TO Agreement may be extended for two one-year periods for a total TO Agreement period of five years.

### 4. Consideration and Payment

4.1 The consideration to be paid the TO Contractor shall be based on the individual Work Orders awarded. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of Work Order 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 in Section 3 of the CATS+ TORFP, and pursuant to the conditions outlined in this Section 4.

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's 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.

### 4.5 Liquidated Damages for MBE

1. The TO Agreement requires the Master 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.

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): \$26.00 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): \$88.00 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 Master 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: \$99.00 per day until the undisputed amount due to the MBE subcontractor is paid.
3. Notwithstanding the assessment or availability of liquidated damages, the State reserves the right to terminate the Task Order and exercise any and all other rights or remedies, which may be available under the Task Order 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: [procurementOfficerName], TO Procurement Officer

Date

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

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

\_\_\_\_\_

Assistant Attorney General

**Attachment N. DHS Hiring Agreement**

This solicitation does not require a DHS Hiring Agreement.

## Appendix 1. Abbreviations and Definitions

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

- A. Application Program Interface (API) - Code that allows two software programs to communicate with each other
- B. 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
- C. Access - The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any information system resource
- D. 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).
- E. COMAR – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
- F. Data Breach – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data
- G. Department of Information Technology or (DoIT) or the “Department”)
- H. Effective Date - The date of mutual TO Agreement execution by the parties
- I. Information System – A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
- J. Information Technology (IT) – All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services
- K. 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.
- L. 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.
- M. 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.
- N. 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 Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- O. NTP Date – The date specified in a NTP for work on Task Order, project or Work Order to begin.
- P. Offeror – A Master Contractor that submits a Proposal in response to this TORFP.
- Q. 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.
- R. 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.
- S. 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.
  - T. Security or Security Measures – The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data
  - U. 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
  - V. 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, modified versions, or backup copies of the Software licensed to the State by TO Contractor or an authorized distributor.
  - W. State – The State of Maryland.
  - X. Task Order (TO) – The scope of work described in this TORFP.
  - Y. 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**.
  - Z. 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.
  - AA. TO Proposal – As appropriate, either or both of an Offeror’s TO Technical or TO Financial Proposal.
  - BB. Technical Safeguards – The technology and the policy and procedures for its use that protect State Data and control access to it.
  - CC. 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**, and used in the financial evaluation of Proposals (see TORFP **Section 5.5**).
  - DD. 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.
  - EE. Work Order– A subset of work authorized by the TO Manager performed under the general scope of this TORFP, which is defined in advance of TO Contractor fulfillment, and which will require a WO Agreement. Except as otherwise provided, any reference to the Task Order shall be deemed to include reference to a Work Order.

**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 eMMA 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>	

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

This Non-Disclosure Agreement (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between \_\_\_\_\_ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as "the State").

OFFEROR warrants and represents that it intends to submit a TO Technical Proposal in response to TORFP #F50B0600060 for Independent Verification and Validation services. In order for the OFFEROR to submit a TO Technical Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to [typeofNonDisclosureInfoOfferor]. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received, except in connection with the preparation of it's TO Technical Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to [procurementOfficerName], DoIT on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding five (5) years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.

8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

Offeror: \_\_\_\_\_

By: \_\_\_\_\_  
*Signature/Seal*

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

Title: [signatoryTitle] \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

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**Appendix 4. Past Performance Rating Form**

See separate Word file labeled Appendix 4 - Past Performance Rating Form – CATS+ TORFP  
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