

Consulting and Technical Services+ (CATS+)  
Task Order Request for Proposals (TORFP)

**WCC ENTERPRISE MODERNIZATION PROJECT RESOURCES  
(EMPR)**

CATS+ TORFP # WCCB7400015



Maryland Workers' Compensation Commission (WCC)

Issue Date: June 5, 2017

## KEY INFORMATION SUMMARY SHEET

This CATS+ TORFP is issued to obtain the services necessary to satisfy the requirements defined in Section 3 - Scope of Work. All CATS+ Master Contractors approved to perform work in the Functional Area under which this TORFP is released shall respond to this TORFP with either a Task Order (TO) Proposal to this TORFP or a Master Contractor Feedback form (See Section 4).

Solicitation Title:	WCC Enterprise Modernization Project Resources (EMPR)
Solicitation Number (TORFP #):	WCCB7400015
Functional Area:	Functional Area 5 Software Engineering
Issue Date:	June 5, 2017
Questions Due Date and Time	June 22, 2017 at 11:00 AM Local Time (Eastern)
<b>Closing Date and Time:</b>	<b>July 7, 2017 at 11:00 AM Local Time (Eastern)</b>
TO Requesting Agency:	Maryland Workers' Compensation Commission
Send Proposals to (e-mail only):	Christel Surdokas csurdokas@wcc.state.md.us
Send Questions to (e-mail only):	csurdokas@wcc.state.md.us
TO Procurement Officer:	Christel Surdokas Phone: 410-864-5256 Fax: 410-864-5251 E-mail: csurdokas@wcc.state.md.us
TO Manager:	Joyce McNemar Phone: 410-864-5122 E-mail: jmcnemar@wcc.state.md.us
TO Type:	Time and Materials
Period of Performance:	One (1) year base period and four (4) one-year option periods
MBE Goal:	0 %
VSBE Goal:	0 %
Small Business Reserve (SBR):	NO
Primary Place of Performance:	Maryland Workers' Compensation Commission 10 East Baltimore Street Baltimore, MD 21202-1647 See Attachment E for Directions and Response Form
TO Pre-proposal Conference:	June 16, 2017 at 10:00 AM Local Time (Eastern) Maryland Workers' Compensation Commission 10 East Baltimore Street Baltimore, MD 21202-1647 See Attachment E for Directions and Response Form

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## SECTION 1 - ADMINISTRATIVE INFORMATION

### 1.1 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.

All times specified in this document are local time, defined as Eastern Standard Time or Eastern Daylight Time, whichever is in effect.

### 1.2 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the Task Order (TO):

1.2.1 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.

1.2.2 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. The TO Manager may designate one or more persons to act as his representative in connection with the foregoing activities.

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

1.2.3 TO Contractor – The TO Contractor is the CATS+ Master Contractor awarded this TO. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.

1.2.4 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.

1.2.5 TO Contractor Personnel – Any official, employee, agent, Subcontractor, or Subcontractor agents of the TO Contractor who is involved with the TO over the course of the TO period of performance.

- 1.2.6 Key Personnel – A subset of TO Contractor Personnel whose departure during the performance period, will, in the State’s opinion, have a substantial negative impact on TO performance. Key personnel proposed as part of the TO Proposal shall start as of TO Agreement issuance unless specified otherwise in this TORFP or the Offeror’s TO Technical Proposal

### **1.3 TO AGREEMENT**

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 3 - Scope of Work. A specific TO Agreement, Attachment 3, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the TO Financial Proposal.

### **1.4 TO PROPOSAL SUBMISSIONS**

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of an e-mail TORFP submission is determined by the date and time of arrival of all required files in the TO Procurement Officer’s e-mail inbox. In the case of a paper TO Proposal submission, Offerors shall take such steps necessary to ensure the delivery of the paper submission by the date and time specified in the Key Information Summary Sheet and as further described in Section 4.

Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, Proposals received by the TO Procurement Officer after the due date will not be considered.

### **1.5 ORAL PRESENTATIONS**

All qualified Offerors and proposed TO Contractor Key Personnel will be required to make an oral presentation to State representatives in the form of oral presentations. Significant representations made by a Master Contractor during the oral presentation shall be submitted in writing. All such representations will become part of the Master Contractor’s proposal and are binding if the TO is awarded to the Master Contractor. The TO Procurement Officer will notify Master Contractor of the time and place of oral presentations.

All Key Personnel proposed by the Offeror are required to be present at and participate in the oral presentations. During the oral presentations, all Key Personnel individually must be able to effectively communicate how their individual experience, professional skills, and education meet the preferred qualifications for the labor category offered as listed in Section 2.

### **1.6 QUESTIONS**

All questions must be submitted via e-mail to the TO Procurement Officer indicated in the Key Information Summary Sheet. Answers applicable to all Master Contractors will be distributed to all Master Contractors who are known to have received a copy of the TORFP.

Answers can be considered final and binding only when they have been answered in writing by the State.

**1.7 TO PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held at the time, date, and location indicated on the Key Information Summary Sheet. Attendance at the pre-proposal conference is not mandatory, but all Master Contractors are encouraged to attend in order to facilitate better preparation of their proposals.

Seating at the pre-proposal conference will be limited to two (2) attendees per company. Attendees should bring a copy of the TORFP and a business card to help facilitate the sign-in process.

The pre-proposal conference will be summarized in writing. As promptly as is feasible subsequent to the pre-proposal conference, the attendance record and pre-proposal conference summary will be distributed via e-mail to all Master Contractors known to have received a copy of this TORFP.

In order to assure adequate seating and other accommodations at the pre-proposal conference, please e-mail the TO Procurement Officer indicating your planned attendance no later than three (3) business days prior to the pre-proposal conference. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please contact the TO Procurement Officer no later than five (5) business days prior to the pre-proposal conference. The TO Requesting Agency will make reasonable efforts to provide such special accommodation.

**1.8 CONFLICT OF INTEREST**

The TO Contractor shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and shall do so impartially and without any conflicts of interest. Each Offeror shall complete and include with its TO Proposal a Conflict of Interest Affidavit and Disclosure in the form included as Attachment 4 of this TORFP. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject an Offeror's TO Proposal under COMAR 21.06.02.03B.

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.

By submitting a Conflict of Interest Affidavit and Disclosure, the Offeror shall be construed as certifying all personnel and subcontractors are without a conflict of interest as defined in COMAR 21.05.08.08A.

**1.9 LIMITATION OF LIABILITY**

The TO Contractor's liability is limited in accordance with Section 27 of the CATS+ Master Contract. TO Contractor's liability under Section 27(c) of the CATS+ Master Contract for this TORFP is limited to one (1) times the total TO Agreement amount.

**1.10 CHANGE ORDERS**

If the TO Contractor is required to perform work beyond the scope of Section 3 of this TORFP, or there is a work reduction due to unforeseen scope changes, a TO Change Order is required. The TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO

Contractor's proposed rates in the Master Contract and scope of the work change. No scope of work changes shall be performed until a change order is approved by DoIT and executed by the TO Procurement Officer.

### **1.11 TRAVEL REIMBURSEMENT**

Expenses for travel performed in completing tasks for this TORFP shall be reimbursed in accordance with the CATS+ Master Contract.

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

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

### **1.13 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

### **1.14 NON-DISCLOSURE AGREEMENT**

#### **1.14.1 NON-DISCLOSURE AGREEMENT (OFFEROR)**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

#### **1.14.2 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)**

Certain system documentation may be required by the TO in order to fulfill the requirements of the TO Agreement. The TO Contractor and TO Contractor Personnel who review such documents will be required to sign a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 10.

### **1.15 LIVING WAGE**

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

All TO Proposals shall be accompanied by a completed Living Wage Affidavit of Agreement, Attachment 12 of this TORFP.

### **1.16 IRANIAN NON-INVESTMENT**

All TO Proposals shall be accompanied by a completed Certification Regarding Investments in Iran, Attachment 15 of this TORFP.

### **1.17 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES**

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 TOs under CATS+. This process typically applies to active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS+ TOs are subject to review.



Attachment 11 is a sample of the TO Contractor Self-Reporting Checklist. DoIT may send initial checklists out to applicable/selected TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the form. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT, with a copy to the TO Manager.

### 1.18 MERCURY AND PRODUCTS THAT CONTAIN MERCURY

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

### 1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

### 1.20 DEFINITIONS

Term	Definition
<b>Access</b>	An ability or means to read, write, modify, or communicate data/information or otherwise use any information system resource
<b>BPTA</b>	Business Processes and Technology Assessment. Completed in January 2016 by an outside consultant to review current business processes and technology, as well as provide recommendations for future state environment.
<b>Business Day</b>	Monday through Friday (excluding State holidays)
<b>COMAR</b>	Code of Maryland Regulations available on-line at <a href="http://www.dsd.state.md.us">www.dsd.state.md.us</a>
<b>Confidential Data</b>	Means PII; PHI; 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; or 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., State Gov't § 10-1301(c).
<b>Confidential Information</b>	Confidential information is non-public privileged or sensitive information that is protected from public disclosure. See also: Confidential Data
<b>Data Breach</b>	The unauthorized acquisition, use, modification or disclosure of Confidential Data
<b>DoIT</b>	Maryland Department of Information Technology
<b>EM</b>	Enterprise Modernization

<b>Term</b>	<b>Definition</b>
<b>EMPR</b>	Enterprise Modernization Project Resources. This project to acquire the staffing support for WCC Enterprise Modernization.
<b>Fixed Price</b>	Type of payment for performing under a TO Agreement whereby the exclusive payment to the TO Contractor for product delivered or performance of services is at a firm price or a price that is subject to contractually specified adjustments
<b>Information System</b>	A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information
<b>Information Technology (IT)</b>	All electronic information-processing hardware and software, including: (a) Maintenance; (b) Telecommunications; and (c) Associated consulting services
<b>Key Personnel</b>	Contractor Personnel that, should they leave during the performance period, will, in the State's opinion, have a substantial negative impact on the Contractor's performance under the Contract.
<b>Local Time</b>	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
<b>Normal WCC Business Hours</b>	Normal WCC business hours are 8:00 a.m.– 4:30 p.m. Monday through Friday except State Holidays, which can be found at: <a href="http://www.dbm.maryland.gov">www.dbm.maryland.gov</a> – keyword: State Holidays
<b>Notice to Proceed (NTP)</b>	A written notice from the TO Procurement Officer that work on the Task Order, project or Work Order shall begin on a specified date. 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.
<b>NTP Date</b>	The date specified in an NTP for work on the Contract, project, or Work Order to begin
<b>Offeror</b>	A Master Contractor that submits a proposal in response to this TORFP
<b>Personally Identifiable Information (PII)</b>	Any information about an individual maintained by the State, including (1) any information that 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; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

<b>Term</b>	<b>Definition</b>
<b>Point of Contact (POC)</b>	The individual named as the person to coordinate on a particular topic
<b>Privileged Information</b>	Privileged records are protected from disclosure law, and which may include but not limited to records: <ul style="list-style-type: none"> <li>• Relating to budgetary and fiscal analyses, policy papers, and recommendations made by WCC or by any person working for WCC;</li> <li>• Provided by any other agency to WCC in the course of WCC's exercise of its responsibility to prepare and monitor the execution of the annual budget;</li> <li>• Relating to a State procurement when a final contract award has not been made or when disclosure of the record would adversely affect future procurement activity; and</li> <li>• Of confidential advisory and deliberative communications relating to the preparation of management analysis projects conducted by WCC pursuant to State Finance and Procurement Article, §7-103, Annotated Code of Maryland.</li> </ul>
<b>Protected Health Information (PHI)</b>	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
<b>Public Information</b>	Defined by the State as "information that has been declared publicly available by a Maryland State official with the explicit authority to do so, and can freely be given to anyone without concern for potential impact to the State of Maryland, its employees or citizens."
<b>Security Incident</b>	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.
<b>Security or Security Measures</b>	The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data
<b>State</b>	The State of Maryland
<b>Subcontractor</b>	An agent, service provider, supplier, or vendor selected by the Contractor to provide subcontracted services or products under the direction of the Contractor or other Subcontractors, and including any direct or indirect Subcontractors of a Subcontractor. Subcontractors are subject to the same terms and conditions as the Contractor.

<b>Term</b>	<b>Definition</b>
<b>System Source Materials</b>	<p>Those materials necessary to wholly reproduce and fully operate the most current deployed version of the System in a manner equivalent to the original System including, but not limited to:</p> <ul style="list-style-type: none"> <li>a. The executable instructions in their high level, human readable form and a version that is in turn interpreted, parsed and or compiled to be executed as part of the computing system ("source code"). This includes source code created by the Contractor or Subcontractor(s) and source code that is leveraged or extended by the Contractor for use in the project.</li> <li>b. All associated rules, reports, forms, templates, scripts, data dictionaries and database functionality.</li> <li>c. All associated configuration file details needed to duplicate the run time environment as deployed in the current deployed version of the system.</li> <li>d. All associated design details, flow charts, algorithms, processes, formulas, pseudo-code, procedures, instructions, help files, programmer's notes and other documentation.</li> <li>e. A complete list of third party, open source, or commercial software components and detailed configuration notes for each component necessary to reproduce the system (e.g., operating system, relational database, and rules engine software).</li> <li>f. All associated user instructions and/or training materials for business users and technical staff</li> </ul>
<b>Task Order (TO)</b>	The scope of work described in this TORFP
<b>Task Order Agreement</b>	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 3
<b>Technical Safeguards</b>	The technology and the policy and procedures for its use that protect Confidential Data and control access to it

<b>Term</b>	<b>Definition</b>
<b>Time and Material (T&amp;M)</b>	<p>Type of payment to the Contractor specific to performance, based on direct labor hours billed at specific hourly rates, plus non-routine travel costs as may be identified in a Contract, plus the actual cost of any materials provided. The fixed hourly labor category rates, plus the actual cost of materials, and non-routine travel will be the only payment made for this type of Contract.</p> <p>The labor category hourly rates may not exceed the hourly rates specified in the Contract.</p> <p>The Contractor will be required to provide time records and/or other documentation documenting that all direct hours billed have actually been expended its Contractor Personnel, totally and productively in the performance of the Contract.</p> <p>In addition, the Contractor must also provide documentation of the actual cost of materials or other activities directly used in the performance of the Contract.</p>
<b>TO Proposal</b>	As appropriate, either or both an Offeror's Technical or Financial Proposal to this TORFP
<b>TO Request for Proposals (TORFP)</b>	This Task Order Request for Proposal, including any amendments/addenda thereto
<b>Total Evaluated Price</b>	The Offeror's price as submitted on Attachment F - Price Sheet, upon which the Offeror's Financial Proposal will be evaluated. (see TORFP Section 5.3)
<b>Veteran-owned Small Business Enterprise (VSBE)</b>	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 and <a href="http://www.vetbiz.gov">http://www.vetbiz.gov</a> .
<b>Work Order</b>	A subset of work authorized by the TO Manager performed under the general scope of this TORFP, which is defined in advance of fulfillment, and which may not require a change order. Except as otherwise provided, any reference to the TO shall be deemed to include reference to a Work Order.
<b>WCC</b>	Maryland Workers' Compensation Commission
<b>Working Day</b>	Same as "Business Day"

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## SECTION 2 - OFFEROR'S QUALIFICATIONS AND OFFEROR'S KEY PERSONNEL EXPERIENCE LEVELS

### 2.1 OFFEROR PERSONNEL MINIMUM QUALIFICATIONS

The personnel proposed under this TORFP must meet all minimum qualifications for the labor category proposed by the Offeror, as identified in the **CATS + Master Contract RFP Section 2.10**. Resumes must clearly outline starting dates and ending dates for each applicable experience.

### 2.2 OFFEROR'S QUALIFICATIONS

The following experience is expected and will be evaluated as part of the TO Technical Proposal (see the appropriate evaluation factor from **Section 5.2**):

- 2.2.1 The Offeror shall have experience in:
- Delivering enterprise modernization/digital transformation solutions to small and medium sized organizations (having less than five hundred (500) employees),
  - Microsoft SQL Server and Microsoft .NET development environments,
  - using low-code/no-code business process modeling notation (BPMN) tools (such as, but not limited to Appian, Pega, Outsystems, Bizagi), and
  - Developing application/process automation software based on BPMN models, experience using Bizagi Modeler, Bizagi Studio, and Bizagi Engine, with Microsoft SQL Server databases and Microsoft .NET development environment.

Master Contractor as well as subcontractor qualifications may be used to demonstrate meeting company experience.

### 2.3 OFFEROR'S KEY PERSONNEL EXPERIENCE LEVELS

Only those Offerors supplying proposed personnel that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation. The personnel proposed under this TORFP must meet all minimum qualifications for the labor category proposed, as identified in the **CATS + Master Contract Section 2.10**. Resumes shall clearly outline starting dates and ending dates for each applicable experience or skill.

The following experience is expected and will be evaluated as part of the TO Technical Proposal (see the appropriate evaluation factor from **Section 5.2**). WCC will evaluate proposals based on the breadth of knowledge in the skills and tools and the number of years of experience with the skills and tools listed below with each position described:

- 2.3.1 Senior Bizagi Developer (1 Key Personnel Position)
- Experience developing enterprise-level applications with low-code/no code tools (such as, but not limited to Appian, Pega, Outsystems, Bizagi) and experience using Bizagi Modeler, Bizagi Studio and Bizagi Engine.

- b. Progressive working experience as a computer specialist or computer systems analyst and specialized experience as a computer systems analyst.
- c. Knowledgeable in implementing computer systems in a phased approach of requirements analysis and conceptual design, site survey, system design review, critical design review, installation, integration, and testing.
- d. Knowledgeable in performing requirements analysis for a wide range of users in areas such as office automation, and finance and accounting.
- e. Experience presenting system designs for user approval at formal reviews.
- f. Experience performing configuration management, software integration, interpreting software test results, and recommending solutions for unsatisfactory test results.
- g. Experience in life-cycle support, including maintenance, administration, and management. Must be able to provide solutions to identified software problem reports.
- h. A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline.

#### 2.3.2 Bizagi Developer (2 Key Personnel Positions)

- a. Experience developing enterprise-level applications, using a low-code/no-code solution (such as, but not limited to Appian, Pega, Outsystems, Bizagi).
- b. Experience in information systems design. Experience as an application programmer on largescale DBMS, knowledge of computer equipment, and ability to develop complex software to satisfy design objectives.
- c. Experience in analyzing functional business applications and design specifications for functional areas such as finance, accounting, personnel, manpower, logistics, and contracts.
- d. Experience in developing block diagrams and logic flowcharts. Translates detailed design into computer software.
- e. Experience in testing, debugging, and refining the computer software to produce the required product.
- f. Experience preparing required documentation, including both program-level and user-level documentation.
- g. Experience enhancing software to reduce operating time or improve efficiency.
- h. Experience providing technical direction to programmers as required to ensure program deadlines are met.
- i. A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline.

#### 2.3.3 Senior Microsoft SQL Server Database Developer/Architect (1 Key Personnel Position)

- a. Experience in relational database design, development, column level encryption, extract transform and load (ETL), and administration for business critical applications using Microsoft SQL Server, Microsoft SQL Server 2012 or newer.
- b. Experience providing highly technical expertise and support in the use of DBMS.

- c. Evaluate and recommend available DBMS products to support validated user requirements. Must be able to define datatypes, optimal normalization, referential integrity, triggers, partitioning design, indexing methods, and data security procedures for specific user applications.
- d. Develop, implement, and maintain database back-up and recovery procedures for the processing environments, and ensure that data integrity, security, and recoverability are built into the DBMS applications.
- e. A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline.

## 2.4 PREFERRED QUALIFICATIONS

. Offerors may be evaluated higher for the evaluation factor for the experience levels of proposed TO Contractor Key Personnel if the proposed Key Personnel have the preferred experience levels listed below, in addition to the experience levels identified in Section 2.10 of the CATS+ Master Contract.

### 2.4.1 OFFEROR'S PREFERRED QUALIFICATIONS

- a. Experience using Bizagi Modeler, Bizagi Studio, and Bizagi Engine in the design and delivery on an enterprise modernization/ digital transformation project.

### 2.4.2 OFFEROR'S KEY PERSONNEL PREFERRED EXPERIENCE LEVELS

- a. ALL TO CONTRACTOR KEY PERSONNEL shall demonstrate the ability to communicate clearly in both written and spoken English.
- b. Senior Bizagi Developer (1 Key Personnel Position)
  - 1. Experience developing enterprise-level applications with low-code/no code tools and using Bizagi Modeler, Bizagi Studio and Bizagi Engine.
  - 2. Experience working with Microsoft .NET Framework/C# or other fourth generation languages in the design and implementation of systems and working with Microsoft .NET Framework 4.0 or newer
  - 3. A Master's Degree
- c. Bizagi Developer (2 Key Personnel Positions)
  - 1. Experience developing enterprise-level applications and experience using Bizagi Modeler, Bizagi Studio and Bizagi Engine.
  - 2. Experience working with Microsoft .NET Framework/C# or other fourth generation languages in the design and implementation of systems and working with Microsoft NET Framework 4.0 or newer.
- d. Senior SQL Server Database Developer/Architect (1 Key Personnel Position)
  - 1. Experience providing highly technical expertise and support in the use of Microsoft SQL Server 2012 or higher to support low-code/no-code development tools, supporting development with Bizagi Modeler, Bizagi Studio and Bizagi Engine.
  - 2. Experience in a Data Architect role leading:
    - i. the design, developing and documenting conceptual, logical and physical models for multiple data sources



- ii. determining optimal levels for referential integrity and normalization, applying data encryption methods to protect at rest and in flight
  - iii. working with Software Application Architects to design database structures that model related business processes and flows
  - iv. delivering data driven solutions using Business Intelligence (BI), Master Data Management, Reporting & Analytics technologies
2. Four (4) years using agile or other iterative methodologies to develop and deliver database development projects
  3. knowledge and understanding of Representational State Transfer (REST) and Simple Object Access Protocol (SOAP) protocols desirable.
- e. Configuration Manager
1. Experience with Enterprise Hardware and Software Configuration Management fundamentals, in addition to experience with deployment or operations and maintenance to support production systems. Experience with application level support, migration, and deployment activities. Experience with Configuration Control Board (CCB)
  2. Demonstrated experience designing and implementing cross-platform configuration management (CM) framework with hands-on experience with Microsoft Team Foundation Server using GIT, the open source distributed revision control system created by Linus Torvalds for tracking changes in computer files and coordinating work on those files among multiple people, for software development source code management with Microsoft Visual Studio in implementing version control and software configuration management (SCM) best practices
  3. Demonstrated experience with configuration change control, status accounting and configuration audits, implementation of standards and processes to ensure that all CM procedures/designs are produced with proper integrity SCM best practice, performance, and quality.
  4. Demonstrated product development life cycle knowledge in CM arena; e.g. release, packaging of application code, scripts/deliverables, documentation and version control.

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## SECTION 3 - SCOPE OF WORK

### 3.1 PURPOSE

WCC is issuing this CATS+ TORFP in order to obtain professional services to provide a set of Bizagi Suite v. 11 (or most current released version) process models and applications for the Enterprise Modernization Project Resources (EMPR). Offerors shall be required to furnish satisfactory evidence that they meet or exceed all minimum qualifications listed in Section 2 of this TORFP. The awarded Offeror shall be able to perform all requirements as detailed in Section 3 of the solicitation.

As part of the evaluation of the proposal for this TORFP, Master Contractors shall propose exactly four (4) key resources and shall describe in a Staffing Plan how additional resources shall be acquired to meet the needs of WCC. All other planned positions shall be described generally in the Staffing Plan, and may not be used as evidence of fulfilling company or personnel minimum qualifications.

**WCC expects the proposed Key Personnel plus two (2) additional resources identified below (3.1.1 through 3.1.5) shall be available as of the start date specified in the NTP for a total of six (6) resources to begin as of the NTP.**

WCC will have the option of adding up to 5 additional resources to this TO for a maximum total of 11 resources. All resources beyond the initial 4 Key Personnel will be requested through a Work Order process (See TORFP Section 3.9). The WCC intends to issue a work order for the Configuration Manager and Information Engineer (Senior) immediately after task order award.

This CATS+ TORFP is issued to acquire the services of the following job roles:

- 3.1.1 Bizagi Senior Developer (**Key Personnel. One (1) available as of NTP**)
- 3.1.2 Bizagi Developer (**Key Personnel. Two (2) available as of NTP**)
- 3.1.3 Senior SQL Server Database Developer/Architect (**Key Personnel. One (1) available as of NTP**)
- 3.1.4 Configuration Manager (**one (1) available as of NTP**)
- 3.1.5 Information Engineer (Senior) (**one (1) available at NTP**)
- 3.1.6 Database Management Specialist (Senior)
- 3.1.7 Quality Assurance Specialist
- 3.1.8 Subject Matter Expert (Senior)

### 3.2 REQUESTING AGENCY BACKGROUND

WCC is an Independent Agency within the Executive Branch of Maryland State Government. Appointed by the Governor with Senate advice and consent, the WCC's ten members serve twelve-year terms. The Governor names the chair (Code Labor and Employment Article, secs. 9-101 through 9-1201).

Under Administration, work of WCC is carried on by three offices: Finance; Information Technology; and Operations.

- a. Finance oversees divisions of Fiscal Services, Insurance Programs, Compliance and Reporting; Personnel; and [Document] Processing.
- b. Information Technology oversees Software & Database Development, Systems & Networks, Information Security, Datacenters and Technical Customer Support.
- c. Operations oversees divisions of Court Reporting, Hearings [Commissioners' Assistants]; Claims/Case Processing, Interpreter Services, Public Service, and Support Services [Medical Fee Guide Publisher, Vocational Rehabilitation Certification and Registry, Appeals].

WCC also is aided by the Advisory Committee on the Registration of Rehabilitation Practitioners, and the Medical-Fee Guide Revision Committee.

WCC administers the Workers' Compensation Law and adjudicates claims for compensation arising under the law (Code Labor and Employment Article, secs. 9-301 through 9-316). Claimants requiring rehabilitation are referred by WCC to appropriate rehabilitation service providers.

Employers file a First Report of Injury Report with WCC after a qualifying employee injury occurs. If the injured worker files a claim for benefits within statutory time limits, an Employee Claim/case file is created. Employee Claims for benefits may also be filed for occupational disease under specialized statutory definitions.

WCC functions similarly to a judicial system in adjudicating the disputed claims of injured workers in Maryland. A case may be set for one or more hearings before a WCC Commissioner. The Commissioner makes decisions based on issues raised and creates WCC orders. WCC schedules and conducts hearings at multiple hearing sites across the State. A rule set based on geographic location, priority of issues raised, parties involved, age of hearing request among other parameters are used to schedule hearings and Commissioners at the hearing sites. Commissioners rotate among the hearing locations.

The case or claim file contains the claim form, the First Report of Injury form, related party information and all other documentation, filings, exhibits and orders for the case. Workflows established across WCC departments move electronic copies of case documents among various departmental and functional work queues where timers are set and actions must be taken. The actions determine subsequent routing of case documents to the next destination.

Documents that are input to and output from WCC are primarily structured and form based. However, unstructured documents are also processed, often as attachments to structured forms.

Although not directly subject to HIPAA as a covered entity or trading partner, WCC adheres to strict data privacy protections. Access to non-public data and document images is restricted. Structured document image access restrictions are enforced at the document page level. This permits broader access to document pages that do not contain non-public information.

Appeals of WCC decisions are sent to one of Maryland's 24 county or municipal circuit courts. WCC is required to provide certain notifications to parties and case related documents to the circuit courts.

WCC maintains databases of workers' compensation related employers, insurers, self-insured employers and groups, attorneys, vocational rehabilitation practitioners and health care providers.

WCC tracks and orders employer compliance with workers' compensation insurance requirements, processes attorney registrations to practice worker's compensation law before WCC in Maryland and

assesses insurers for amounts based on the size of employer payrolls in Maryland for which they have written workers' compensation insurance policies. WCC oversees and tracks the financial health of self-insured employers and establishes security deposit requirements. WCC registers and certifies vocational rehabilitation practitioners and providers and tracks their continuing education.

WCC updates and publishes an annual medical fee guide based on a Resource Based Relative Value Scale (RBRVS) and Maryland specific calculation. The fee guide defines the pricing and submission rules for medical bills arising from workers' compensation cases/claims, the provider forms required, timeliness for payment of medical claims, and penalties for untimely reimbursement.

Medical fee dispute resolution is handled by WCC. The Agency maintains internal subject matter expertise and internal consultative services on workplace injury related medical topics.

WCC coordinates and schedules language and hearing interpreters for case hearings. The interpreter service is available upon request by a party in the case, with certain advance notice requirements. Interpreters are sourced from a combination of in-house and outside services.

WCC provides both public and restricted (subscriber only) web sites. Using these web sites, public visitors and subscribers can access information and interact with WCC. Depending on access privileges, web users can perform workers' compensation related public data inquiries, complete and submit forms and documents online, view case related document images, complete certification requirements and more. WCC's objective has long been to facilitate business transactions and public self-service through our web sites in lieu of paper and telephone based services.

WCC operates a small customer contact center to support public inquiries and in person public services. WCC provides claims and hearings information access via telephone using Integrated Voice Response (IVR). The Voice Over Internet Protocols (VOIP) Contact Center Automatic Call Distribution (ACD) and IVR systems are based on Cisco's Unified Communications Call Center Express and Cisco Finesse. WCC's IVR system retrieves public information from WCC's case management and hearings databases to satisfy specific inquiries.

### **3.3 PROJECT BACKGROUND**

Due to outdated and inflexible information systems used to support Agency business processes, WCC is at a disadvantage in meeting business objectives. The results of the organizational analysis presented in January 2016 will be used for an Enterprise Modernization project that will result in a system that will be a major improvement for WCC and the community by providing an integrated information system that is scalable, maintainable, and upgradeable in order to serve WCC today and in the future.

One of WCC's core systems is comprised of a collection of custom-built applications and databases originally developed before 1990. Another core system is the legacy version of a third party document imaging management system that dates back to 1993. Another custom-built solution dating to 2004 was added on, enabling WCC to begin driving electronic transactions and offering services via the Internet. However, it is also a legacy system with the similar limitations and risks as posed by the other legacy systems still in use.

The older legacy systems were designed and created to work within a centralized environment, before the extensive use of desktop computers, the Internet and mobile devices. Today's modern operating systems, distributed endpoint infrastructures, and web access expectations are beyond the scope of

these systems. Interoperability and data sharing among these systems is difficult and requires complex custom software development using balky outdated tools. WCC's IT staff devotes a great deal of resources maintaining these systems and assuring that they continue functioning in support of the Agency and its objectives.

Later systems were designed to enhance the functionality of the original pre-1990 legacy system. Functionality has been greatly increased, but the Windows and web architecture have added several layers of complexity. Legacy applications, interfaces, and data are still the core components of the operating environment. More recent Windows and web based interfaces, ETL implementations, system integrations and applications are designed to send or retrieve data from the disparate legacy systems.

WCC has already fully automated almost all of its business processes and is a leader in this area when compared with similar organizations. Now WCC seeks to modernize and refine our processes and systems, further enhancing our ability to deliver effective and efficient services to our customers. In 2015, WCC commissioned a business process and technology assessment (BPTA) of its key business processes. These include: Claim Processing and Adjudication, Insurance Compliance and Reporting, and Vocational Rehabilitation. Current state technologies in support of these business processes were also analyzed and documented. Results of the BPTA include short term and long term recommendations. The short term recommendations cover the recommendations for the period of time from the end of the BPTA Project through the start of the Enterprise Modernization Project (EM)

Short term recommendations address the risks, inefficiencies and deficiencies found in WCC business processes and technologies during the BPTA, to facilitate WCC resources in best preparing for the EM Project so that outside resources are best leveraged, and to address internal WCC needs through WCC interim projects (Pre-EM tasks and projects) before and concurrent with the EM Project.

WCC's information management systems and processes have a core of legacy IBM midframe-centric applications (AS/400, System i, i-Series, COBOL, RPG2, and DB2,) and a document management system originally developed for midframe but recently migrated to a modern platform. Since the early 2000s, web-based and Microsoft Windows servers, SQL Server databases, and "client-server" followed by "n-tier" applications and tools were integrated into WCC's information management systems. These systems added both functionality and complexity to the existing environment. For several years, WCC has worked on enterprise modernization with limited progress. The BPTA provided WCC with a comprehensive roadmap for the overall modernization effort.

With the arrival of the EM project manager, the EM Project is ready to move forward, with the objective of deploying a new, modernized system integrating new technology and improved business processes by June 30, 2021, with improved effectiveness, reduced operational costs, optimized business practices, compliance with changing regulatory and legislative requirements, and greater use of electronic submission and delivery of case information from initial report of injury through adjudication.

### 3.3.1 WCC SYSTEMS AND ENVIRONMENT

WCC is integrated into the networkMD™ statewide high-speed network for public sector use and uses its Virtual Private Routed Network (VPRN) to provide voice and data connectivity services to WCC's remote hearing sites. WCC uses the State of Maryland's centralized IT systems for fiscal transactions, payroll, and human resources.

WCC's technical operating environment is described below:

- a. **Document Imaging, ICR/OCR, and Workflow** – Legacy IBM FileNet Image Services (IS) was delivered with Oracle on an IBM AIX P-Series server and included optical jukebox disk library storage; To increase operating reliability and performance, the FileNet IS platform was migrated in 2017 to a new platform with SQL Server 2014 on a virtualized Windows 2012 R2 server (Dell PowerEdge and VMware ESXi host) and includes EqualLogic Storage Area Network (SAN) magnetic disk storage.

FileNet IS is integrated with legacy IBM Datacap Taskmaster Intelligent Character Recognition (ICR) and Optical Character Recognition (OCR) on Microsoft SQL Server and Windows Server; Datacap, FileNet Capture Pro, FileNet Image Services Toolkit (ISTK), FileNet Integrated Document Management (IDM) Desktop and Web Application Programming Interfaces (APIs) are integrated into WCC's custom Windows form and web based software applications and messaging; WCC's Windows based custom workflow and routing applications and databases use FileNet IS queues. Canon high speed production scanners with standard Windows software based compression are used for FileNet IS document imaging and Datacap ICR/OCR; A legacy Microfilm reader/scanner system has WCC custom integrations with FileNet IS API's to transfer pre-1993 claims documents' images from microfilm reels (one claim at a time & on demand only) to the FileNet IS system.

- b. **Claim/Case Related Master and Transactional Databases** - Legacy COBOL and RPG2 WCC custom applications integrated with DB2 databases on IBM i-Series; Legacy text based interactive and batch applications run on Windows systems via terminal emulator; i-Series Access APIs are integrated into WCC's custom Windows, web, messaging, and Interactive Voice Response (IVR) based software applications.
- c. **Public Access and Subscriber Only Websites** - Windows Server IIS based custom web services and applications (ASP, ASP.NET, C#, Angular, WebAPI and others) integrate with the legacy Access Formatta EForms engine and Formatta Filler client and custom Microsoft .NET based server applications; Backend integrations with Microsoft SQL Server, FileNet IS, DB2, Cisco Unified Contact Center Express IVR, and messaging systems.
- d. **Microsoft Windows Form, Web, and Script Based WCC Custom Internal and External facing Software** - form and web applications, utilities and databases to support workflow rules, actions and routing, specialized word processing document creation and backend integration, Computer Output to Laser Disk (COLD), ICR/OCR, management reporting, Electronic Data Exchange (EDI), and statistical analyses integrated with Microsoft SQL Server on Microsoft Windows Server Components built with SSIS, SSRS, Microsoft .NET Frameworks (v1.1 through v4.6), VBScript, VB6, JavaScript, JQuery, JSON, and C#.
- e. **Telecom Services (Call Handling, Messaging, ACD and IVR)** run on VoIP-based Cisco Unified Communications systems and extend to WCC's regional hearing sites.
- f. **Windows and Other Specialized Server Appliances** have been significantly migrated to virtualized hardware environments for production, development, test and recovery using VMware vSphere Enterprise, vCenter, and Unitrends Recovery-Series virtualization optimized appliances.
- g. **PCs** are Windows 7 Pro or newer with Microsoft Office Professional productivity tools.

- h. **WCC Intranet** is Microsoft Windows SharePoint based and includes HelpDesk Request Tracking, Work Flow & Reporting Application.
- i. **Business Process Modeling and Low-Code/No-Code development tools** include Bizagi Modeler, Bizagi Studio, and Bizagi Engine (collectively referred to as Bizagi Suite).
- j. **Centralized Enterprise Systems Management, Monitoring, Protection and Alerting Systems** include McAfee ePO, Microsoft System Center, Redgate tools, RSA SecurID, Cisco IronPort ESA, and Palo Alto Networks NexGen systems among other third party and WCC custom tools.
- k. **WCC Production and Business Continuity/Disaster Recovery Data Centers** are located in Baltimore and Abingdon respectively.

### 3.4 PROFESSIONAL DEVELOPMENT

Any TO Personnel provided under this TORFP shall maintain any required professional certifications for the duration of the resulting TO.

### 3.5 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The State is adopting an enterprise agile development and implementation methodology. An agile approach is an approach in which teams deliver business value in the form of working functionality early and often. This is done through close collaboration with functional stakeholders, breakdown and prioritization of work, frequent delivery of high-quality, demonstrable solution increments, and a focus on agile principles.

The TO Contractor shall comply with all applicable laws, regulations, policies, standards, and guidelines affecting information technology and technology projects, which may be created or changed periodically.

The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards, and guidelines affecting security and technology project execution.

The TO Contractor assigned personnel shall follow a consistent methodology for all TO activities.

The TO Contractor shall follow project management methodologies consistent with the Project Management Institute's Project Management Body of Knowledge Guide.

The foregoing may include, but are not limited to, the following policies, guidelines and methodologies. State of Maryland references can be found at the DoIT site (<http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>).

- 3.5.1 The State of Maryland System Development Life Cycle (SDLC) methodology.
- 3.5.2 The State of Maryland Information Technology Security Policy and Standards and the WCC Information Security Policy.
- 3.5.3 The State of Maryland Information Technology Non-Visual Access Standards.
- 3.5.4 The State of Maryland Information Technology Project Oversight Policies for any work performed under this TORFP for one or more Major IT Development Projects (MITDPs)

**3.6 REQUIREMENTS**

- 3.6.1 The TO Contractor shall provide staffing and resources to fully support the requirements of the TORFP:
- 3.6.2 Using Bizagi Modeler, Bizagi Studio, Bizagi Engine, Microsoft Internet Information Services 8.x,+, Microsoft .NET Framework 4.0+, and Microsoft SQL Server Standard 2014,+, develop and deploy low-code/no-code applications using the Bizagi Modeler, Studio, and Engine applications, to include:
- a. model the process(es) for the following areas of business:
    1. First report of injury intake and processing
    2. Claims Processing - claims intake, issues, document preparation and docketing
    3. Processing – mail services, production scanning, OCR/ICR, and indexing, print services
    4. Hearings - includes court reporting, interpreter services
    5. Insurance Compliance - regulate and monitor employer and insurer compliance with MD worker’s compensation and self-insurance provisions
    6. Insurance reporting and assessment and billing for special funding
    7. All Support Services processes (includes vocation rehabilitation practitioner and medical payments management)
    8. Hearing decision orders and settlement processing
    9. Appeals - case transfer to/remand from Circuit Courts
    10. All internal and external interfaces
    11. Other WCC enterprise processes identified in the course of developing and deploying process applications identified above
    12. Internal processes of WCC not included in the listing above (including, but not limited to, fiscal services, personnel, mail room, supply, and information technology)
  - b. model the data to support the process models defined above,
  - c. define the forms to support the process models defined above,
  - d. document the business rules to support the process models defined above,
  - e. define the performers to support the process models defined above,
  - f. integrate interfaces, data replication, data virtualization, Bizagi built-in connectors, SOAP web services, and /or REST web services with external systems to support the process models defined above and
  - g. collaboration in a Bizagi Teamwork Collaboration Development configuration environment with centralized project server and work portal built on Windows 2012 R2+ with separate SQL Server Standard 2014+ instance to support the process models defined above
  - h. Other duties as assigned within the general scope of this TORFP
- 3.6.3 Provide database development and administration support, including:
- a. Develop database models to support software development tasks environment
  - b. Design and perform extract, translate, and load (ETL) of data from existing databases to new databases as required to support new application development



- c. Development and deployment of non-Bizagi interfaces, APIs, connectors, and related software to support low-code/no-code applications developed and deployed using the Bizagi toolset.
- d. Development and deployment of static, scheduled, and ad hoc reporting as required to support requirements for business processes defined and developed under this TORFP.

#### 3.6.4 Non-process area requirements

- a. All database development, to include (but not limited to) schema, stored procedures, ETL, backup and recovery planning and execution for Bizagi virtualizations/replications/web services integrations/new data stores, external data exchanges and connected services
- b. Maintain custom source code in a version control library in accordance with WCC policies and procedures for source code use, versioning, team development, deployment and management
- c. Maintain a list of defects
- d. Maintain a list of requested changes
- e. Other enterprise modernization development support within the general scope of this TORFP, at the direction of the TO Manager.

#### 3.6.5 TRANSITION-IN REQUIREMENTS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

#### 3.6.6 TRANSITION-OUT REQUIREMENTS

- a. The TO Contractor shall support end-of-contract transition efforts with technical and project support to include but not be limited to:
  - a. Provide transition services for up to sixty (60) days prior to contract end, consisting of 30 days of processing with TO Contractor as the back up to the successor contractor or WCC support team.
  - b. Provide additional services and/or support as requested to successfully complete the transition.
  - c. Provide sufficient experienced personnel during this transition period to ensure an efficient and smooth transition.
  - d. Updated system documentation and all other System Source Materials.
  - e. Current operating procedures documentation.

#### 3.6.7 CUSTOM SOFTWARE

- a. The State shall solely own any custom software, including, but not limited to application modules developed to integrate with a COTS, source-codes, maintenance updates, documentation, and configuration files, when developed under a TO Agreement.

3.6.8 Upon a Master Contractor's voluntary or involuntary filing of bankruptcy or any other insolvency proceeding, Master Contractor's dissolution, Master Contractor's merger with or acquisition by another company or contractor, discontinuance of support of any software or system, the Master Contractor shall convey to the State all rights, title, and interests in all custom software, licenses, software source codes, and all associated Software Source Code Documentation that comprises any solutions proposed as a part of the Master Contract or TO Agreement. These rights include, but are not limited to, the rights to use, and cause others to use on behalf of the State, said software, software documentation, licenses, software source codes, and Software Source Code Documentation.

### 3.6.9 CUSTOM SOURCE CODE

- a. For all custom software provided to the State pursuant to any TO Agreement, the TO Contractor shall either provide the source code directly to the State in a form acceptable to the State, or deliver two copies of each software source code and software source code documentation to a State-approved escrow agent. The TO Contractor shall cause the escrow agent to place the software source code in the escrow agent's vaulted location that is located in the Baltimore/ Washington area of Maryland that is acceptable to the State. Two copies of the source code shall be stored on compact discs or other media designated by the State in a format acceptable to the State, and shall be easily readable and understandable by functional analysts and technical personnel with the skill set for that type of component, subcomponent, or software code.
- b. The TO Contractor shall provide the following: 1. Name, address, and telephone number of the third party who acts as escrow agent; 2. Source code escrow procedures; 3. Name, address, telephone number of party who audits escrow account; 4. Frequency of updates and maintenance of source code at escrow agent; and 5. Description of licensing arrangements and associated costs.
- c. The State shall have the right to audit the software source code and corresponding software source code documentation for each software product that comprises the solution as represented by the TO Contractor. This audit shall be scheduled at any time that is convenient for the parties to be present. The State shall be provided with software or other tools required to view all software source codes.

### 3.6.10 DATA

- a. Data, databases and derived data products created, collected, manipulated, or directly purchased as part of this TORFP shall become the property of the State. The purchasing State agency is considered the custodian of the data and shall determine the use, access, distribution, and other conditions based on appropriate State statutes and regulations.
- b. Licensed and/or copyrighted data shall be governed by the terms and conditions identified in the Contract or the license.

### 3.6.11 TRAVEL REIMBURSEMENT

- a. There shall be no reimbursement for Routine Travel. Contractor shall not be reimbursed for Non-routine Travel without prior TO Manager approval.

- b. Routine Travel is defined as travel within a 50-mile radius of WCC's base location, as identified in the TORFP, or the Contractor's facility, whichever is closer to the consulting site. There will be no payment for labor hours for travel time or reimbursement for any travel expenses for work performed within these radiuses or at the Contractor's facility.
- c. Non-routine Travel is defined as travel beyond the 50-mile radius of WCC's base location, as identified in the TORFP, or the Contractor's facility, whichever is closer to the consulting site. Non-routine travel will be reimbursed according to the State's travel regulations and reimbursement rates, which can be found at: [www.DBM.maryland.gov](http://www.DBM.maryland.gov) - keywords: Fleet Management. If non-routine travel is conducted by automobile, the first 50 miles of such travel will be treated as routine travel and as described in section 3.3.9.2 of this definition, and will not be reimbursed. The Contractor may bill for labor hours expended in non-routine traveling beyond the identified 50-mile radius only if so specified in the TORFP or work order.

#### 3.6.12 REPORTING

- d. In addition to the Weekly Status Report and Weekly Timesheet per resource, the Contractor shall provide the following reports:
  - 1. Sprint Planning Report: One day after each Sprint Planning Session
  - 2. Post-Sprint Analysis Report: One day after each Post-Sprint Analysis Session
  - 3. All project documentation per the Maryland SDLC required for each application/process deliverable
  - 4. Status Meetings Attendance and Minutes: One business day following meeting

#### 3.6.13 SECURITY REQUIREMENTS

- e. Additional security requirements may be established in a Task Order and/or a Work Order.

#### 3.6.14 SERVICE LEVEL AGREEMENT (SLA)

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

#### 3.6.15 BACKUP / DISASTER RECOVERY

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

#### 3.6.16 REQUIREMENTS FOR HARDWARE, SOFTWARE, AND MATERIALS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

**3.7 PERFORMANCE AND PERSONNEL**

- 3.7.1 Business Hours Support: The TO Contractor's collective assigned personnel shall support core business hours (8:00 AM to 4:30 PM), Monday through Friday except for State holidays, Service Reduction days, and Furlough days observed by WCC. TO Contractor Personnel may also be required to provide occasional support outside of core business hours, including evenings, overnight, and weekends, to support specific efforts and emergencies to resolve system repair or restoration.
- 3.7.2 Non-Business Hours Support: After hours support may be necessary to respond to IT Security emergency situations. Additionally, services may also involve some evening and/or weekend hours performing planned activities in addition to core business hours. Hours performing system upgrades would be billed on actual time worked at the rates proposed.
- 3.7.3 Vacation Hours: Requests for leave shall be submitted to the TO Manager at least two weeks in advance. The TO Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.
- 3.7.4 **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 law or Department or Agency, Contract, or Task Order requirement.
  - b. If deemed appropriate in the discretion of the TO Manager, the TO Manager shall give written notice of any TO Contractor Personnel performance issues to the TO Contractor, describing the problem and delineating the remediation requirement(s). The TO Contractor shall provide a written Remediation Plan within three (3) days of the date of the notice. If the TO Manager rejects the Remediation Plan, the TO Contractor shall 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 shall 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 in Section 3.7.4b.

- d. In circumstances of directed removal, the TO Contractor shall 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 shall be in addition to, and not in lieu of, the State's remedies under the Task Order or which otherwise may be available at law or in equity.

### 3.7.5 SUBSTITUTION OF PERSONNEL

- a. PRIOR TO AND 30 DAYS AFTER TASK ORDER EXECUTION
- f. Prior to Task Order Execution or within thirty (30) days after Task Order Execution, the Offeror may substitute proposed Key Personnel only under the following circumstances: vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an Extraordinary Personnel Event, or death of such personnel. To qualify for such substitution, the Offeror must describe to the State's satisfaction the event necessitating substitution, and proposed substitutions shall be of equal caliber or higher, in the State's sole discretion. Proposed substitutes deemed by the State to be less qualified than the originally proposed individual may be grounds for pre-award disqualification or post-award termination.

An **Extraordinary Personnel Event** – means Leave under the Family Medical Leave Act; an incapacitating injury or incapacitating illness; or other circumstances that in the sole discretion of the State warrant an extended leave of absence, such as extended jury duty or extended military service.

#### b. SUBSTITUTION POST 30 DAYS AFTER TASK ORDER EXECUTION

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

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

### 3.7.6 PREMISES AND OPERATIONAL SECURITY

- a. WCC reserves the right to perform background checks on TO Contractor and subcontractor employees. WCC reserves the right to disqualify any TO Contractor employees or subcontractors whose background checks suggest conduct, involvements, and/or associations that WCC determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this TORFP.
- c. 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.
- d. TO Contractor Personnel shall, while on State premises, display their State issued identification cards without exception.
- e. TO Contractor Personnel shall follow the State of Maryland IT Security Policy and Standards throughout the term of the TO Agreement.
- f. The State reserves the right to request that the TO Contractor submit proof of employment authorization for non-United States citizens, prior to commencement of TO Contractor Personnel work under the Task Order.
- g. TO Contractor shall remove any TO Contractor Personnel from working on the resulting TO Agreement where the State of Maryland determines that said TO Contractor Personnel has not adhered to the security requirements specified herein.
- h. The cost of complying with all security requirements specified herein are the sole responsibility and obligation of the TO Contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

TO Contractor shall complete a criminal background check prior to any individual TO Contractor Personnel being assigned work on the project. TO Contractor shall provide a Criminal Background Check Affidavit (Attachment 17) within 45 days of notice to proceed.

### 3.7.7 WORK SPACE, WORKSTATIONS, NETWORK CONNECTIVITY AND SOFTWARE

WCC will provide all office space, meeting space, personal computers, WCC standard desktop business productivity software, telephones and network connectivity as necessary for TO Contractor to complete the requirements of this TO on site. TO Contractor may not use company and personal laptops to connect to WCC's network without the prior approval of the TO Manager.

## 3.8 DELIVERABLES

### 3.8.1 DELIVERABLE SUBMISSION

- a. For every deliverable, the Contractor shall request the TO Manager confirm receipt of that deliverable by sending an e-mail identifying the deliverable name and date of receipt.
- b. For every deliverable, the Contractor shall submit by e-mail an Agency Deliverable Product Acceptance Form (DPAF), provided as Attachment R, to the TO Manager in MS Word (2010 or greater).

- c. Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project and/or Microsoft Visio versions 2010 or later. At the TO Manager's discretion, the TO Manager may request one hard copy of a written deliverable.
- d. A standard deliverable review cycle will be elaborated and agreed-upon between the State and the Contractor. This review process is entered into when the Contractor completes a deliverable.
- e. For any written deliverable, the TO Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in TORFP Section 3.9.3. Drafts of each final deliverable, except status reports, meeting agendas, and meeting minutes, are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in TORFP Section 3.8.

### 3.8.2 DELIVERABLE ACCEPTANCE

- a. A final deliverable shall satisfy the scope and requirements of this TORFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in TORFP Section 3.9.4 Deliverable Descriptions/Acceptance Criteria.
- b. The TO Manager shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The TO Manager is responsible for coordinating comments and input from various team members and stakeholders. The TO Manager is responsible for providing clear guidance and direction to the Contractor in the event of divergent feedback from various team members.
- c. The TO Manager will issue to the Contractor a notice of acceptance or rejection of the deliverable in the DPAF (Attachment R). Following the return of the DPAF indicating "Accepted" and signed by the TO Manager, the Contractor shall submit a proper invoice in accordance with the procedures in TORFP Section 3.12. The invoice must be accompanied by a copy of the executed DPAF or payment may be withheld.
- d. In the event of rejection, the TO Manager will formally communicate in writing any deliverable deficiencies or non-conformities to the Contractor, describing in those deficiencies what shall be corrected prior to acceptance of the deliverable in sufficient detail for the Contractor to address the deficiencies. The Contractor shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.

### 3.8.3 MINIMUM DELIVERABLE QUALITY

- a. The Contractor shall subject each deliverable to its internal quality-control process prior to submitting the deliverable to the State.
- b. Each deliverable shall meet the following minimum acceptance criteria:
  - 1. Be presented in a format appropriate for the subject matter and depth of discussion.
  - 2. Be organized in a manner that presents a logical flow of the deliverable's content.
  - 3. Represent factual information reasonably expected to have been known at the time of submittal.

4. In each section of the deliverable, include only information relevant to that section of the deliverable.
  5. Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
  6. Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
  7. Contains no structural errors such as poor grammar, misspellings, or incorrect punctuation.
- c. A draft written deliverable may contain limited structural errors such as incorrect punctuation, and shall represent a significant level of completeness toward the associated final written deliverable. The draft written deliverable shall otherwise comply with minimum deliverable quality criteria above.

#### 3.8.4 DELIVERABLE DESCRIPTIONS/ACCEPTANCE CRITERIA

- a. The TO Contractor may suggest other subtasks, artifacts, or deliverables to improve the quality and success of the assigned tasks.

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
3.6.17.1	Sprint Planning Report	TO Contractor shall provide complete report of all requirements to be included in the scheduled Sprint	One business day after each Sprint planning session
3.6.17.2	Post-Sprint Analysis Report	TO Contractor to provide a complete report of all requirements delivered in the scheduled Sprint, as well as a list of requirements deferred and the reason for the deferment	One business day after each post-Sprint analysis session
3.6.17.3	All project documentation per the Maryland SDLC required for each application/process deliverable	TO Contractor to provide complete "As-Built" documentation for each process, application, interface, and database (or portion thereof) completed and delivered for the scheduled Sprint	At time of delivery



ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
3.8.4.1	Weekly Status Report per Resource	TO Contractor personnel shall provide to the TO Manager a weekly status/activity report of projects and tasks assigned, work completed, and outstanding assignments.	Weekly on day to be determined by the TO Manager or WCC Project Manager in format provided by the TO Manager or WCC Project Manager
3.8.4.2	Weekly Timesheet per Resource	TO Contractor shall provide a means of reporting to TO Manager time for each resource that will show hours spent on tasks and activities per week.	Weekly on day to be determined by the TO Manager or WCC Project Manager in format provided by the TO Manager or WCC Project Manager
3.8.4.3	Status Meetings Attendance and Minutes	TO Contractor shall meet with the WCC Project Manager and TO Manager to review assigned tasks, upcoming tasks, and issues. TO Contractor shall provide agenda and meeting minutes.	One business day following the meeting using format provided by the TO Manager or WCC Project Manager

### 3.9 WORK ORDER PROCESS

- 3.9.1 Additional services and/or resources will be provided via a Work Order process. A Work Order may be issued for either fixed price or time and materials (T&M) pricing or both. T&M Work Orders will be issued in accordance with pre-approved Labor Categories with the fully loaded rates proposed in Attachment 1.
- 3.9.2 The TO Manager shall e-mail a Work Order Request (See Attachment 16) to the TO Contractor to provide services or resources that are within the scope of this TORFP. The Work Order Request will include:
- Technical requirements and description of the service or resources needed
  - Performance objectives and/or deliverables, as applicable
  - Due date and time for submitting a response to the request
  - Required place(s) where work must be performed
- 3.9.3 The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
- A response that details the TO Contractor's understanding of the work;
  - A price to complete the Work Order Request using the format provided in Attachment 16;

- c. A description of proposed resources required to perform the requested tasks, with CATS+ labor categories listed in accordance with Attachment 1;
- d. An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks;
- e. State-furnished information, work site, and/or access to equipment, facilities, or personnel; and
- f. The proposed personnel resources, including any subcontractor personnel, to complete the task.

3.9.4 For a T&M Work Order, the TO Manager will review the response and will confirm the proposed labor rates are consistent with this TORFP. For a fixed price Work Order, the TO Manager will review the response and will confirm the proposed prices are acceptable.

3.9.5 The TO Manager may contact the TO Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the TO Procurement Officer for a determination of compliance with the TO and a determination whether a change order is appropriate. Written TO Procurement Officer approval is required before Work Order execution by the State.

3.9.6 Proposed personnel on any type of Work Order shall be approved by the TO Manager. The TO Contractor shall furnish resumes of proposed personnel specifying the labor category from the CATS+ Labor Categories proposed in the TO Proposal. The TO Manager shall have the option to interview the proposed personnel and, in the event of an interview or not, shall notify the TO Contractor of acceptance or denial of the personnel.

3.9.7 Performance of services under a Work Order shall commence consistent with an NTP issued by the TO Manager for such Work Order.

### **3.10 INVOICING**

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract.

Proper invoices for payment shall be submitted to the TO Manager for payment approval as described below. Invoices shall be submitted monthly.

#### **3.10.1 INVOICE SUBMISSION PROCEDURE**

- a. Proper invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, "WCC" as the recipient, date of invoice, TO Agreement number, invoiced item description, invoiced item number (e.g., "2.7.4.1."), period of performance covered by the invoice, a total invoice amount, and a TO Contractor point of contact with telephone number.
- b. All invoices submitted for payment shall be accompanied by signed notice(s) of acceptance as described below. Payment of invoices will be withheld if the appropriate signed acceptance form documentation is not submitted.

1. To be considered a proper T&M invoice (for Task Order requirements and for T&M Work Orders issued under this Task Order) the TO Contractor shall include with the signed invoice a signed timesheet as described in 3.10.3. 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 TO Manager.
2. To be considered a proper Fixed Price invoice (for Task Order requirements and for fixed price Work Orders issued under this Task Order) the TO Contractor shall include with the signed invoice a signed DPAF (Attachment 8) for each deliverable invoiced. Payment will only be made upon completion and acceptance of the deliverables as defined in Section 3.8.
- c. The TO Contractor shall e-mail the original of each invoice and signed notice(s) of acceptance to the TO Requesting Agency at address: csurdokas@wcc.state.md.us, with a copy to the TO Manager, jmcnemar@wcc.state.md.us.
- d. Invoices for final payment shall be clearly marked as "FINAL" and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

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

- a. The amount invoiced is inconsistent with the Task Order Agreement.
- b. The proper invoice has not been received by the party or office specified in the Task Order Agreement.
- c. The invoice or performance under the contract is in dispute or the TO Contractor has failed to otherwise comply with the provisions of the Task Order Agreement
- 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 Task Order
- g. If the Contract provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule contained in the agreement
- h. If the Contract 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 Contractor has not submitted satisfactory documentation or other evidence reasonably required by the TO Procurement Officer or by the contract concerning performance under the Task Order Agreement and compliance with its provisions.

### 3.10.3 TIME SHEET SUBMISSION AND ACCEPTANCE

Time sheets shall be submitted to the TO Manager prior to invoicing. The TO Manager shall sign the timesheet to indicate authorization to invoice.

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

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

- a. Title: “Time Sheet for WCC Enterprise Modernization Project Resources (EMPR)”
- b. Issuing company name, address, and telephone number
- c. For each employee /resource:
  1. Employee / resource name
  2. For each Period ending date, e.g., “Period Ending: mm/dd/yyyy” (Periods run 1<sup>st</sup> through 15<sup>th</sup> and 16<sup>th</sup> through last day of the month.
    1. Tasks completed that week and the associated deliverable names and ID#s
    2. Number of hours worked each day
    3. Total number of hours worked that Period
    4. Weekly variance above or below 40 hours
    5. Annual number of hours planned under the TO
    6. Annual number of hours worked to date
    7. Balance of hours remaining
    8. Annual variance to date (Sum of periodic variances)
- d. Signature and date lines for the TO Manager

### 3.11 RETAINAGE

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

### 3.12 SOC 2 TYPE II AUDIT

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

### 3.13 INSURANCE

Offeror shall confirm that, as of the date of its proposal, the insurance policies incorporated into its Master Contract are still current and effective at the required levels (See Master Contract Section 2.7).

The Offeror shall also confirm that any insurance policies intended to satisfy the requirements of this TORFP are issued by a company that is licensed to do business in the State of Maryland. The recommended awardee must provide a certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this Section 3.13 “Insurance” within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts the TO Contractor shall update certificates of insurance annually, or as otherwise directed by the TO Manager.

#### 3.13.1 CYBER SECURITY/DATA BREACH INSURANCE

In addition to the insurance specified in the Master Contract Section 2.7, TO Contractor shall maintain Cyber Security/Data Breach Insurance in the amount of ten million dollars (\$10,000,000) per occurrence. The coverage must be valid in at all locations where work is performed or data or other information concerning the State’s claimants and/or employers is processed or stored.

### 3.14 SECURITY REQUIREMENTS

Note to Offerors: If you follow a more stringent standard(s) than those specified in this TORFP, map the standard you follow to NIST to show how you comply with those requirements.

3.14.1 Additional security requirements may be established in a Task Order and/or a Work Order.

3.14.2 Information Technology

- a. The TO Contractor agrees that it and TO Contractor Personnel shall (i) abide by all applicable federal, State and local laws, rules and regulations concerning Security of Information Systems and Information Technology security 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.
- b. The State shall, at its discretion, have the right to review and assess the TO Contractor’s compliance to the security requirements and standards defined in the TO Agreement.

3.14.3 TO Contractor Personnel

- a. TO Contractor Personnel shall display his or her company ID badge in a visual location at all times while on State premises. Upon request of authorized State personnel, each such TO Contractor Personnel shall provide additional photo identification.
- b. At all times at any facility, the TO Contractor Personnel shall cooperate with State site requirements that include but are not limited to being prepared to be escorted at all times and providing information for State badge issuance.
- c. TO Contractor shall remove any TO Contractor Personnel from working on the TO Agreement where the State determines, at 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 TO Agreement.

3.14.4 Security Clearance/Criminal Background Check

A security clearance is not required for TO Contractor Personnel assigned to the TO Agreement.

- a. The TO Contractor shall obtain criminal background checks on candidates it sends for employment at the Department or Agency. At a minimum, these checks must contain convictions and probation before judgment (PBJ) pleadings within the State of Maryland. This check may be performed by a public or private entity.
- b. The TO Contractor shall provide certification to the Department or Agency that the TO Contractor has completed the required criminal background check described in this TORFP for each required TO Contractor Personnel prior to assignment, and that the TO Contractor Personnel have successfully passed this check.

- c. The TO Contractor may not assign an employee with a criminal record unless prior written approval is obtained from the TO Manager. The TO Manager reserves the right to reject any individual based upon the results of the background check. Decisions of the TO Manager as to acceptability of a candidate are final. The State reserves the right to refuse any individual TO Contractor Personnel to work on State premises, based upon certain specified criminal convictions, as specified by the State.
- d. The CJIS criminal record check of each TO Contractor Personnel who will work on State premises shall be reviewed by the TO Contractor for convictions of any of the following crimes described in the Annotated Code of Maryland, Criminal Law Article:
  1. §§ 6-101 through 6-104, 6-201 through 6-205, 6-409 (various crimes against property);
  2. any crime within Title 7, Subtitle 1 (various crimes involving theft);
  3. §§ 7-301 through 7-303, 7-313 through 7-317 (various crimes involving telecommunications and electronics);
  4. §§ 8-201 through 8-302, 8-501 through 8-523 (various crimes involving fraud);
  5. §§9-101 through 9-417, 9-601 through 9-604, 9-701 through 9-706.1 (various crimes against public administration); or
  6. a crime of violence as defined in CL § 14-101(a).

#### 3.14.5 On-site Security Requirement(s)

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

#### 3.14.6 Data Protection and Controls

TO Contractor shall ensure satisfaction of the following requirements:

- a. Administrative, physical and technical safeguards shall be implemented to protect State data that are no less rigorous than accepted industry practices for information security such as those listed below (see 3.14.7.2), and all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed shall comply with applicable data protection and privacy laws as well as the terms and conditions of this TO Agreement.
- b. To ensure appropriate data protection safeguards are in place, at minimum, the TO Contractor shall implement and maintain the following controls at all times throughout the term of the TO Agreement (the TO Contractor may augment this list with additional controls):
  1. Establish separate production, test, and training environments for systems supporting the services provided under this TO Agreement and ensure that production data is not replicated in test and/or training environment(s) unless it has been previously anonymized or otherwise modified to protect the confidentiality of Confidential Data elements.

2. Apply hardware and software hardening procedures as recommended by the manufacturer and according to industry best practices to reduce the surface of vulnerability, eliminating as many security risks as possible and document what is not feasible and/or not performed according to best practices. Any hardening practices not implemented shall be documented with a plan of action and/or compensating control. These procedures may include but are not limited to removal of unnecessary software, disabling or removing unnecessary services, removal of unnecessary usernames or logins, and the deactivation of unneeded features in the system configuration files.
3. Ensure that State data is not comingled with any other data through the proper application of compartmentalization security measures.
4. Apply data encryption to protect State data, especially personal identifiable information (PII), from improper disclosure or alteration. For State data the TO Contractor manages or controls, data encryption should be applied to State data in transit over networks and, where possible, at rest; as well as to State data when archived for backup purposes. Encryption algorithms which are utilized for this purpose must comply with current Federal Information Processing Standards (FIPS), "Security Requirements for Cryptographic Modules", FIPS PUB 140-2.
5. <http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf>
6. <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>
7. Ensure system and network environments are separated by properly configured and updated firewalls to preserve the protection and isolation of State data from unauthorized access as well as the separation of production and non-production environments.
8. Restrict network connections between trusted and untrusted networks by physically and/or logically isolating systems supporting the System from unsolicited and unauthenticated network traffic.
9. Review at regular intervals the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.
10. Establish policies and procedures to implement and maintain mechanisms for regular vulnerability testing of operating system, application, and network devices. Such testing is intended to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance with or deviations from the TO Contractor's security policy. TO Contractor shall evaluate all identified vulnerabilities for potential adverse effect on security and integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. WCC shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this TO Agreement.

11. Enforce strong user authentication and password control measures to minimize the opportunity for unauthorized access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current State of Maryland Department of Information Technology's Information Security Policy (<http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>), including specific requirements for password length, complexity, history, and account lockout.
12. Ensure Confidential Data under this service is not processed, transferred, or stored outside of the United States.
13. Ensure TO Contractor's Personnel shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State, which may be revoked at any time for any reason. The TO Contractor shall complete any necessary paperwork as directed and coordinated with the Contract Manager to obtain approval by the State to connect TO Contractor-owned equipment to a State LAN/WAN.
14. Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under this TO Agreement; that the anti-virus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation.
15. Where website hosting or Internet access is the service provided or part of the service provided, the TO Contractor and/or Subcontractor shall conduct regular external vulnerability testing. External vulnerability testing is an assessment designed to examine the TO Contractor and/or Subcontractor's security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. The TO Contractor and/or Subcontractor shall evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the system's security and/or integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The Department or Agency shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this TO Agreement.

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## SECTION 4 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

### 4.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS+ TORFP shall respond no later than the submission due date and time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a TO Proposal; or 2) a completed Master Contractor Feedback Form. The feedback form helps the State understand for future contract development why Master Contractors did not submit proposals. The form is accessible via the CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

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

### 4.2 SUBMISSION

#### 4.2.1 E-MAIL SUBMISSION

WCC requires all TO Proposal submissions be made via e-mail.

- a. The Technical and Financial Proposals shall be prepared to print on standard 8 1/2 x 11 inch pages using either a Portable Document Format (PDF) reader compatible with the ISO 32000-1:2008 PDF 1.7 format specification (for PDF format documents) or using Microsoft Office Word 2010 or newer (for Microsoft Office Word format documents)
- b. Text must be single spaced and the print must be spaced not more than six (6) lines per inch.
- c. The TO Technical Proposal shall be submitted in one or more unencrypted e-mails separate from the TO Financial Proposal.
- d. TO Proposals submitted via e-mail must not exceed 25 MB.
- e. **All attachments** shall be password-protected. WCC, following DoIT guidance, has established the following procedure to restrict access to TO Proposals received electronically:
  1. all TO Technical and TO Financial Proposals must be password protected
  2. 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 TO Procurement Officer upon request or their TO Proposal will be deemed not susceptible for award. Subsequent submissions of TO Proposal content will not be allowed.
- f. The TO Technical Proposal e-mail shall include:
  1. Subject line "CATS+ TORFP # WCCB7400015 Technical" plus the Master Contractor Name
  2. One attachment labeled "TORFP WCCB7400015 Technical – Proposal" (see Section 4.4.1) in Portable Document Format (PDF).
  3. One attachment labeled "TORFP WCCB7400015 Technical – Proposal" (see Section 4.4.1) in Microsoft Word 2010 or newer format.

4. One attachment labeled “TORFP WCCB7400015 Technical - Attachments” containing all Technical Proposal Attachments (see Section 4.3.1 through 4.3.4), signed and in Portable Document Format (PDF).
- g. The TO Financial Proposal e-mail shall include:
  1. Subject line “CATS+ TORFP # WCCB7400015 Financial” plus the Master Contractor Name
  2. One attachment labeled “TORFP WCCB7400015 Financial- Proposal” containing the TO Financial Proposal contents, all submission documents detailed in section 4.4.2, with password protection, signed and in PDF format.
  3. One attachment labeled “TORFP WCCB7400015 Financial- Proposal” containing the TO Financial Proposal contents, all submission documents detailed in section 4.4.2, with password protection, Microsoft Word 2010 or newer format.
  4. One attachment labeled “TORFP WCCB7400015 Financial - Attachments” (see Section 4.3.5), signed and in PDF format.

#### 4.2.2 PAPER SUBMISSION

**WCC requires TO Proposal submissions in e-mail format. Hard copy (paper) proposals will not be accepted.**

### 4.3 SUMMARY OF ATTACHMENTS

No attachment forms shall be altered. Signatures shall be clearly visible.

The following signed attachments shall be included with the TO Technical Proposal in PDF format (for e-mail delivery).

- 4.3.1 Attachment 4 – Conflict of Interest Affidavit and Disclosure
- 4.3.2 Attachment 5A and 5B – Attachment 5A Minimum Qualifications Summary and Attachment 5B Personnel Resume Form
- 4.3.3 Attachment 12 – Living Wage Affidavit of Agreement
- 4.3.4 Attachment 15 – Certification Regarding Investments in Iran

The following attachments shall be included with the TO Financial Proposal:

- 4.3.5 Attachment 1 Price Sheet – Signed PDF

### 4.4 PROPOSAL FORMAT

A TO Proposal shall contain the following sections in order:

#### 4.4.1 TO TECHNICAL PROPOSAL

**Important: A TO Technical Proposal shall include NO pricing information.**

- a. Proposed Services
  1. Executive Summary: A one-page summary describing the Offeror’s understanding of the TORFP scope of work (Section 3) and proposed solution.

2. Proposed Solution: A more detailed description of the Offeror's understanding of the TORFP scope of work, proposed methodology and solution. The proposed solution shall be organized to exactly match the requirements outlined in Section 3.
3. Assumptions: A description of any assumptions formed by the Offeror in developing the TO Technical Proposal.
4. Tools the Master Contractor owns and proposes for use to meet any requirements in Section 3.
- f. Proposed Key Personnel and TORFP Staffing  
Offeror shall propose exactly four (4) Key Personnel in response to this TORFP.  
Offeror shall:
  1. Complete and provide for each proposed resource Attachment 5A Minimum Qualifications Summary and Attachment 5B Personnel Resume Form.
  2. Provide evidence proposed personnel possess the experience levels, qualifications and any required certifications in accordance with TORFP.
  3. Provide three (3) references per proposed Key Personnel containing the information listed in Attachment 5B.
  4. Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources in addition to the personnel requested in this TORFP, and how the TO Contractor Personnel shall be managed. Include:
    1. Planned team composition by role (Important! Identify specific names and provide history only for the proposed **Key Personnel** resources required for evaluation of this TORFP).
    2. Process and proposed lead time for locating and bringing on board resources that meet TO needs
    3. Supporting descriptions for all labor categories proposed in response to this TORFP
    4. Description of approach for quickly substituting qualified personnel after start of TO.
    5. Provide the names and titles of the Offeror's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.
- g. MBE, SBE Participation and VSBE Participation  
**THIS SECTION IS NOT APPLICABLE TO THIS TORFP.**
- h. Subcontractors  
Identify all proposed subcontractors and their roles in the performance of Section 3 - Scope of Work.
- i. Overall Offeror team organizational chart  
Provide an overall team organizational chart that shows the reporting chain for all personnel (Master Contractor and any subcontractors), to include executives in the reporting chain.
- j. Master Contractor and Subcontractor Experience and Capabilities
  1. Provide evidence that the Offeror possess the qualifications in accordance with TORFP Section 2.
  2. Provide at least three (3) and not more than five (5) examples of engagements or contracts the Master Contractor or subcontractor, if applicable, has completed that were similar to Section 3 - 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 Section 3 - 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.
  2. State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland.
  3. For each identified contract, the Master Contractor shall provide the following (if not already provided in sub paragraph 1 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 Section 2 above as engagement or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

k. State Assistance

Provide an estimate of expectation concerning participation by State personnel.

l. 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.

#### 4.4.2 TO FINANCIAL PROPOSAL

- a. 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 Price Sheet);
- b. Attachment 1– Price Sheet, with all proposed labor categories including all rates fully loaded. Master Contractors shall list all key resources by approved CATS+ labor categories in the price proposal.
- c. To be responsive to this TORFP, the Price Sheet (Attachment 1) shall provide labor rates for all labor categories anticipated for this TORFP. Proposed rates shall not exceed the rates defined in the Master Contract for the Master Contract year(s) in effect at the time of the TO Proposal due date.
- d. Note: Failure to specify a CATS+ labor category in the completed Price Sheet for each proposed resource will make the TO proposal non-responsive to this TORFP.
- e. Prices shall be valid for 120 days.

#### 4.4.3 TO PROPOSAL SUBMISSION DETAILS

- a. The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. Time stamps on outgoing email from Master Contractors shall not be accepted.
- h. The TO Procurement Officer will only contact those Offerors with TO Proposals that are reasonably susceptible for award.

## SECTION 5 - TASK ORDER AWARD PROCESS

### 5.1 OVERVIEW

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate Functional Area responding to the CATS+ TORFP. In making the TO Agreement award determination, the TO Requesting Agency will consider all information submitted in accordance with Section 4.

### 5.2 TO PROPOSAL EVALUATION CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance. Failure to meet the minimum qualifications shall render a TO Proposal not reasonably susceptible for award:

- 5.2.1 The overall experience, capability, and references for the Master Contractor as described in the Master Contractor's TO Technical Proposal. The Master Contractor's overall understanding of the TORFP Scope of Work – Section 3. Level of understanding will be determined by the quality and accuracy of the technical proposal in adherence with Section 4.4. Note, statements such as "Offeror will comply with stated requirements" are insufficient responses and shall deem the TO Proposal non-compliant.
- 5.2.2 The capability of the proposed resources to perform the required tasks and produce the required deliverables in the TORFP Scope of Work – Section 3. Capability will be determined from each proposed individual's resume, reference checks, and oral presentation (See Section 1.5 Oral Presentations). Specific experience of proposed Key Personnel in the development of low-code/no-code processes and applications, experience with the Bizagi Modeler, Bizagi Studio, and Bizagi Engine toolset version 10.6 or newer on Microsoft .NET and Microsoft SQL Server platforms.
- 5.2.3 The ability for the Master Contractor to meet staffing expectations relative to supplying additional personnel for this TORFP meeting qualifications in Sections 2.1 through 2.4 and Section 3.6
- 5.2.4 Specific experience of the Offeror (and subcontractors) in the development of low-code/no-code processes and applications, experience with the Bizagi Modeler, Bizagi Studio, and Bizagi Engine toolset version 10.6 or newer on Microsoft .NET and Microsoft SQL Server platforms

### 5.3 SELECTION PROCEDURES

- A. For all TO Proposals deemed technically qualified, Oral Presentations and interviews of proposed personnel will be performed unless a down selection is first performed. As described in TORFP Section 1.5, in the event that more than 10 responsive proposals are received, the TO Procurement Officer may perform a down selection process as follows:

1. An initial review will be performed for all proposals to determine those technically qualified based on experience and qualifications of each Offeror and proposed personnel based on evaluation criterion in TORFP Section 5.2.
  2. Proposals found technically qualified will be evaluated based on experience levels and qualifications and technically ranked highest to lowest for technical merit based on evaluation criterion in TORFP Section 5.2.
  3. No less than the top 10 technically ranked proposals will be notified of oral presentation and interviews. All other Offerors will be notified of non-selection for this TORFP.
- B. A technical ranking will be performed for all proposals based on the interview/oral presentation. Proposals will be ranked from highest to lowest for technical merit based on the quality of the proposals submitted and interview/oral presentation results.
- C. For TO Proposals deemed technically qualified, the associated TO Financial Proposal will be opened. All others will be deemed not reasonably susceptible for award and the TO Procurement Officer will notify the Master Contractor it has not been selected to perform the work.
- D. Qualified TO Financial Proposal responses will be reviewed and ranked from lowest to highest price proposed.
- E. The most advantageous TO Proposal considering both the technical and financial submissions shall be selected for TO award. In making this selection, technical merit has greater weight.
- F. All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

#### **5.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT**

- 5.4.1 Commencement of work in response to a TO Agreement shall be initiated only upon:
- a. Issuance of a fully executed TO Agreement,
  - b. Non-Disclosure Agreement (TO Contractor),
  - c. Purchase Order,
  - d. by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed (sample).
  - e. Receipt of Criminal Background Check Affidavit
  - f. Receipt of proof of insurance, if pertinent (see Section 3.13.1).

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**LIST OF ATTACHMENTS**

<b>Attachment Label</b>	<b>Attachment Name</b>	<b>Applicable to this TORFP?</b>	<b>Submit with Proposal?*</b> <b>(Submit, Do Not Submit, N/A)</b>
Attachment 1	Price Sheet	Applicable	Submit with TO Financial Proposal with password protection
Attachment 2	Minority Business Enterprise Participation (Attachments 1A – 5)	Not Applicable	N/A
Attachment 3	Task Order Agreement (TO Agreement)	Applicable	Do Not Submit with TO Technical Proposal
Attachment 4	Conflict of Interest Affidavit and Disclosure	Applicable	Submit with TO Technical Proposal
Attachment 5	Labor Classification Personnel Resume Summary	Applicable	Submit with TO Technical Proposal
Attachment 6	Pre-Proposal Conference Directions	Applicable	Do Not Submit with TO Technical Proposal
Attachment 7	Notice to Proceed (Sample)	Applicable	Do Not Submit with TO Technical Proposal
Attachment 8	Agency Deliverable Product Acceptance Form (DPAF)	Applicable	Do Not Submit with TO Technical Proposal
Attachment 9	Non-Disclosure Agreement (Offeror)	Not Applicable	N/A
Attachment 10	Non-Disclosure Agreement (TO Contractor)	Applicable	Do Not Submit with TO Technical Proposal
Attachment 11	TO Contractor Self-Reporting Checklist	Applicable	Do Not Submit with TO Technical Proposal
Attachment 12	Living Wage Affidavit of Agreement	Applicable	Submit with TO Technical Proposal
Attachment 13	Mercury Affidavit	Not Applicable	N/A
Attachment 14	Veteran Owned Small Business Enterprise Utilization Affidavit	Not Applicable	N/A
Attachment 15	Certification Regarding Investments in Iran	Applicable	Submit with TO Technical Proposal
Attachment 16	Sample Work Order	Applicable	Do Not Submit with TO Technical Proposal
Attachment 17	Criminal Background Check Affidavit	Applicable	Do Not Submit with TO Technical Proposal

\*if not specified in submission instructions, any attachment submitted with response shall be in PDF format and signed



**ATTACHMENT 1 PRICE SHEET**

## PRICE SHEET (TIME AND MATERIALS) FOR CATS+ TORFP # WCCB7400015

The total class hours (Column B) 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 from NTP. **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.

Job Title from TORFP	CATS+ Labor Category	Hourly Labor Rate (A)	Total Class Hours (B)	Extended Price (C)
<b>Year 1</b>				
Senior Bizagi Developer (Guaranteed work)	Insert CATS+ Labor Category	\$	2000	\$
Bizagi Developer (2 positions) (Guaranteed work)	Insert CATS+ Labor Category	\$	2000	\$
Senior Microsoft SQL Server Developer/Architect (Guaranteed work)	Insert CATS+ Labor Category	\$	2000	\$
Configuration Manager (Guaranteed work)	Insert CATS+ Labor Category	\$	2000	\$
Information Technology Architect (Guaranteed work)	Insert CATS+ Labor Category	\$	2000	\$
Database Management Specialist (Senior) (NOT Guaranteed work)	Insert CATS+ Labor Category	\$	2000	\$
Quality Assurance Specialist (NOT Guaranteed work)	Insert CATS+ Labor Category	\$	2000	\$
Subject Matter Expert (Senior) (NOT Guaranteed work)	Insert CATS+ Labor Category	\$	2000	\$
			<b>Evaluated Price Year 1</b>	<b>\$</b>
<b>Year 2</b>				
Senior Bizagi Developer (Guaranteed work if option exercised)	Insert CATS+ Labor Category	\$	2000	\$
Bizagi Developer (2 positions) (Guaranteed work if option exercised)	Insert CATS+ Labor Category	\$	2000	\$
Senior Microsoft SQL Server Developer/Architect (Guaranteed work if option exercised)	Insert CATS+ Labor Category	\$	2000	\$
Configuration Manager (Guaranteed work if option exercised)	Insert CATS+ Labor Category	\$	2000	\$
Information Technology Architect (Guaranteed work if option exercised)	Insert CATS+ Labor Category	\$	2000	\$
Database Management Specialist (Senior) (NOT Guaranteed work)	Insert CATS+ Labor Category	\$	2000	\$

Job Title from TORFP	CATS+ Labor Category	Hourly Labor Rate (A)	Total Class Hours (B)	Extended Price (C)
Quality Assurance Specialist (NOT Guaranteed work)	Insert CATS+ Labor Category	\$	2000	\$
Subject Matter Expert (Senior) (NOT Guaranteed work)	Insert CATS+ Labor Category	\$	2000	\$
		<b>Evaluated Price Year 2</b>		<b>\$</b>
<b>Year 3</b>				
Senior Bizagi Developer (Guaranteed work if option exercised)	Insert CATS+ Labor Category	\$	2000	\$
Bizagi Developer (2 positions) (Guaranteed work if option exercised)	Insert CATS+ Labor Category	\$	2000	\$
Senior Microsoft SQL Server Developer/Architect (Guaranteed work if option exercised)	Insert CATS+ Labor Category	\$	2000	\$
Configuration Manager (Guaranteed work if option exercised)	Insert CATS+ Labor Category	\$	2000	\$
Information Technology Architect (Guaranteed work if option exercised)	Insert CATS+ Labor Category	\$	2000	\$
Database Management Specialist (Senior) (NOT Guaranteed work)	Insert CATS+ Labor Category	\$	2000	\$
Quality Assurance Specialist (NOT Guaranteed work)	Insert CATS+ Labor Category	\$	2000	\$
Subject Matter Expert (Senior) (NOT Guaranteed work)	Insert CATS+ Labor Category	\$	2000	\$
		<b>Evaluated Price Year 3</b>		<b>\$</b>
<b>Year 4</b>				
Senior Bizagi Developer (Guaranteed work if option exercised)	Insert CATS+ Labor Category	\$	2000	\$
Bizagi Developer (2 positions) (Guaranteed work if option exercised)	Insert CATS+ Labor Category	\$	2000	\$
Senior Microsoft SQL Server Developer/Architect (Guaranteed work if option exercised)	Insert CATS+ Labor Category	\$	2000	\$
Configuration Manager (Guaranteed work if option exercised)	Insert CATS+ Labor Category	\$	2000	\$
Information Technology Architect (Guaranteed work if option exercised)	Insert CATS+ Labor Category	\$	2000	\$
Database Management Specialist (Senior) (NOT Guaranteed work)	Insert CATS+ Labor Category	\$	2000	\$
Quality Assurance Specialist (NOT Guaranteed work)	Insert CATS+ Labor Category	\$	2000	\$
Subject Matter Expert (Senior) (NOT Guaranteed work)	Insert CATS+ Labor Category	\$	2000	\$
		<b>Evaluated Price Year 4</b>		<b>\$</b>
<b>Year 5</b>				

Job Title from TORFP	CATS+ Labor Category	Hourly Labor Rate (A)	Total Class Hours (B)	Extended Price (C)
Senior Bizagi Developer (Guaranteed work if option exercised)	Insert CATS+ Labor Category	\$	2000	\$
Bizagi Developer (2 positions) (Guaranteed work if option exercised)	Insert CATS+ Labor Category	\$	2000	\$
Senior Microsoft SQL Server Developer/Architect (Guaranteed work if option exercised)	Insert CATS+ Labor Category	\$	2000	\$
Configuration Manager (Guaranteed work if option exercised)	Insert CATS+ Labor Category	\$	2000	\$
Information Technology Architect (Guaranteed work if option exercised)	Insert CATS+ Labor Category	\$	2000	\$
Database Management Specialist (Senior) (NOT Guaranteed work)	Insert CATS+ Labor Category	\$	2000	\$
Quality Assurance Specialist (NOT Guaranteed work)	Insert CATS+ Labor Category	\$	2000	\$
Subject Matter Expert (Senior) (NOT Guaranteed work)	Insert CATS+ Labor Category	\$	2000	\$
		<b>Evaluated Price Year 5</b>		<b>\$</b>
<b>Total Evaluated Price (Years 1 – 5)</b>				<b>\$</b>

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

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

The Hourly Labor Rate is the actual rate the State will pay for services and shall be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate but may be lower. Rates shall be fully loaded, all-inclusive, i.e., include all direct and indirect costs and profits for the Master Contractor to perform under the TO Agreement.

**ATTACHMENT 2 MINORITY BUSINESS ENTERPRISE FORMS**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

**ATTACHMENT 3 TASK ORDER AGREEMENT**

CATS+ TORFP# WCCB7400015 OF MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this day of Month, 20XX by and between \_\_\_\_\_ (TO Contractor) and the STATE OF MARYLAND, Maryland Workers’ Compensation (WCC)

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
  - a) “Agency” means Maryland Workers’ Compensation Commission, as identified in the CATS+ TORFP # WCCB7400015.
  - b) “CATS+ TORFP” means the Task Order Request for Proposals # WCCB7400015, dated MONTH DAY, YEAR, including any addenda and amendments.
  - c) “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated April 22, 2013.
  - d) “TO Procurement Officer” means Christel Surdokas. The Agency may change the TO Procurement Officer at any time by written notice.
  - e) “TO Agreement” means this signed TO Agreement between WCC and TO Contractor.
  - f) “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_.
  - g) “TO Manager” means Joyce McNemar. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h) “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
  - i) “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
  - j) “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work
  - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
  - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 3 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
    - a) The TO Agreement,
    - b) Exhibit A – CATS+ TORFP

- c) Exhibit B – TO Technical Proposal
- d) 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 TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS+ TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of one year, commencing on the date the TO Agreement is fully executed and terminating on **Month Day, Year**. At the sole option of the State, this TO Agreement may be extended for four (4) additional, one (1) year periods for a total TO Agreement period ending on **Month, Day, Year**.

### 4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall not exceed \$ **\_\_\_\_\_**. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 3 of the CATS+ TORFP, but no later than thirty (30) days after the Agency's receipt of a proper invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is **\_\_\_\_\_**. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

TO Contractor Name

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

\_\_\_\_\_  
Date

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

STATE OF MARYLAND, WCC

\_\_\_\_\_  
By: Christel Surdokas, TO Procurement Officer

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
By: H. Scott Curtis, Assistant Attorney General

**ATTACHMENT 4 CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

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

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

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

(Authorized Representative and Affiant)



**ATTACHMENT 5 LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY  
(INSTRUCTIONS)**

- 1) For this TORFP,
  - a) Master Contractors shall comply with all personnel requirements defined under the Master Contract RFP 060B2490023.
  - b) Master Contractors shall propose the CATS+ Labor Category that best fits each proposed resource. A Master Contractor may only propose against labor categories in the Master Contractor's CATS+ Master Contract Financial Proposal.
  - c) A Master Contractor's entire TO Technical Proposal will be deemed not susceptible for award if any of the following occurs:
    - i) Failure to follow these instructions.
    - ii) Failure to propose a resource for each job title or labor category identified in the TORFP as a required submission.
    - iii) Failure of any proposed resource to meet minimum requirements as listed in this TORFP and in the CATS+ Master Contract.
    - iv) Placing content on the Minimum Qualifications Summary that is not also on the Personnel Resume Form. *The function of the Minimum Qualifications Summary is to aid the agency to make a minimum qualification determination. Information on the Minimum Qualification Summary must correspond with information on the Personnel Resume form and shall not contain additional content not found on the other form.*
  - d) Complete and sign the **Minimum Qualifications Summary** (Attachment 5A) and the **Personnel Resume Form** (Attachment 5B) for each resource proposed. Alternate resume formats are not allowed.
    - i) The **Minimum Qualifications Summary** demonstrates the proposed resource meets minimum qualifications for the labor category, as defined in the CATS+ Master Contract RFP Section 2.10, and any additional minimum requirements stated in this TORFP. For each minimum qualification, indicate the location on the Personnel Resume Form (5B) demonstrating meeting this requirement.

Only include the experience relevant to meeting a particular minimum qualification. Every skill must be linked to specific work experience and/or education. *The Minimum Qualification Summary shall not contain content that cannot be correlated to the Personnel Resume form.*

Every experience listed on the Minimum Qualifications Resume Summary must be explicitly listed with start and stop dates. Where there is a time requirement such as three months' experience, you must provide the dates from and to showing an amount of time that equals or exceeds the mandatory time requirement; in this case, three months. Note: Overlapping time periods shall only count once against a specific

minimum qualification (i.e., a minimum qualification may not be met by listing two examples occurring during the same time period.).

- ii) The **Personnel Resume Form** provides resumes in a standard format. Additional information may be attached to each Personnel Resume Summary if it aids a full and complete understanding of the individual proposed.

**ATTACHMENT 5 -5A – MINIMUM QUALIFICATIONS SUMMARY**

CATS+ TORFP # WCCB7400015

*All content on this form must also be on the Personnel Resume Form.*

*ONLY include information on this summary that supports meeting a minimum qualification.*

Proposed Individual’s Name and Company/Sub-Contractor:	List how the proposed individual meets each requirement by including a reference to relevant entries in Form 5B									
<b>LABOR CATEGORY TITLE – (INSERT CATS+ LABOR CATEGORY NAME)</b>										
Education: Insert the education description from the CATS+ Master Contract RFP from Section 2.10 for the applicable labor category	(Identify school or institution Name; Address; Degree obtained and dates attended.)									
Generalized Experience: Insert the generalized experience description from the CATS+ Master Contract RFP from Section 2.10 for the applicable labor category  Provide dates in the format of MM/YY to MM/YY	(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Generalized Experience.) <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>Job Title and Company</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td>Match to Form 5B:</td> <td colspan="2">&lt;insert cross-reference(s) to the full description on Form 5B&gt;</td> </tr> </tbody> </table>	FROM	TO	Job Title and Company				Match to Form 5B:	<insert cross-reference(s) to the full description on Form 5B>	
FROM	TO	Job Title and Company								
Match to Form 5B:	<insert cross-reference(s) to the full description on Form 5B>									
Specialized Experience: Insert the specialized experience description from the CATS+ Master Contract RFP from Section 2.10 for the applicable labor category  Provide dates in the format of MM/YY to MM/YY	(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Specialized Experience.) <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>Job Title and Company</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td>Match to Form 5B:</td> <td colspan="2">&lt;insert cross-reference to the full description on Form 5B&gt;</td> </tr> </tbody> </table>	FROM	TO	Job Title and Company				Match to Form 5B:	<insert cross-reference to the full description on Form 5B>	
FROM	TO	Job Title and Company								
Match to Form 5B:	<insert cross-reference to the full description on Form 5B>									
TORFP Additional Requirements Minimum qualifications and required certifications as defined in Section 2.1 of this TORFP.  Provide dates in the format of MM/YY to MM/YY										

The information provided on this form for this labor class is true and correct to the best of my knowledge (Signatures must be included):

**Master Contractor Representative:**

\_\_\_\_\_  
Signature Date

**Proposed Individual:**

\_\_\_\_\_  
Signature Date

**ATTACHMENT 5 -5B – PERSONNEL RESUME FORM**

CATS+ TORFP # WCCB7400015

**Instructions:** Submit one resume form for each resource proposed. Do not submit other resume formats. Fill out each box as instructed. Failure to follow the instructions on the instructions page and in TORFP may result in the TO Proposal being considered not susceptible for award.

Resource Name:	
Master Contractor:	<insert Master Contractor name> Sub-Contractor (if applicable):
Proposed CATS+ Labor Category:	<proposed by Master Contractor
Job Title (As listed in TORFP):	<as described in this TORFP>

**Education / Training (start with most recent degree / certificate)**

Institution Name / City / State	Degree / Certification	Year Completed	Field Of Study
<add lines as needed>			

**Relevant Work Experience\***

Describe work experience relevant to the Duties / Responsibilities and Minimum Qualifications described in Section 3 of the TORFP. Start with the most recent experience first; do not include experience not relevant to the scope of this TORFP; use Employment [History below for full employment history](#). Enter dates as MM/YY – MM/YY. Add lines as needed.

[Organization] [Title / Role] [Period of Employment / Work (MM/YY – MM/YY)] [Location] [Contact Person (Optional if current employer)] [Technologies Used]	Description of Work (recommended: organize work descriptions to address minimum qualifications and other requirements)
[Organization] [Title / Role] [Period of Employment / Work MM/YY – MM/YY] [Location] [Contact Person] [Technologies Used]	Description of Work (recommended: organize work descriptions to address minimum qualifications and other requirements)

\*Fill out each box. Do not enter “see resume” as a response.

**A) References for Proposed Resource (if requested in the TORFP)**

List persons the State may contact as employment references. Add lines as needed.

Reference Number:	1
-------------------	---

Date From:	<mm/yy>
Date To:	<mm/yy>
Organization Name:	<insert organization name>
Contact Name:	<insert contact>
Contact Phone:	<insert phone>
Contact e-mail:	<insert e-mail>
Details:	<insert details>

The information provided on this form for this labor class is true and correct to the best of my knowledge (Signatures must be included):

**Master Contractor Representative:**

_____	_____
Signature	Date

**Proposed Individual:**

_____	_____
Signature	Date

*Instruction: Sign each form.*

**ATTACHMENT 6 PRE-PROPOSAL CONFERENCE DIRECTIONS**

The pre-proposal conference shall be held at the Maryland Workers' Compensation Commission headquarters, 10 East Baltimore Street, Baltimore, Maryland, 21202, in the Third Floor Multi-Purpose Room. The headquarters building is at the corner of Charles and Baltimore Streets, directly opposite the Hotel Monaco.

Please note that parking downtown is at a premium, and attendees should allow sufficient time to secure parking and arrive at the pre-proposal conference on time. The conference will begin precisely at 10:00 AM.

**ATTACHMENT 7 NOTICE TO PROCEED (SAMPLE)**

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ Solicitation Number (TORFP #): WCCB7400015

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Joyce McNemar of Maryland Workers' Compensation Commission will serve as the TO Manager and your contact person on this Task Order. She can be reached at telephone 410-864-5122.

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

Sincerely,

Christel Surdokas

Task Order Procurement Officer

Enclosures (2)

cc: Joyce McNemar, TO Manager

Procurement Liaison Office, Department of Information Technology

Project Oversight Office, Department of Information Technology

**ATTACHMENT 8 AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM**

Agency Name: WCC

Solicitation Title: WCC Enterprise Modernization Project Resources (EMPR)

TO Manager: Joyce McNemar (410-864-5122)

To: TO Contractor Name

The following deliverable, as required by Solicitation Number (TORFP #): WCCB7400015 has been received and reviewed in accordance with the TORFP.

Title of deliverable: \_\_\_\_\_

TORFP Contract Reference Number: Section # \_\_\_\_\_

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

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

\_\_\_\_\_  
TO Manager Signature

\_\_\_\_\_  
Date Signed



**ATTACHMENT 9 NON-DISCLOSURE AGREEMENT (OFFEROR)**

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

**ATTACHMENT 10 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)**

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the State of Maryland (“the State”), acting by and through its Maryland Workers’ Compensation Commission, (WCC), (the “Department or Agency”), and \_\_\_\_\_ (“TO Contractor”), a corporation with its principal business office located at \_\_\_\_\_ and its principal office in Maryland located at \_\_\_\_\_.

**RECITALS**

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for WCC Enterprise Modernization Project Resources (EMPR) TORFP No. WCCB740015 dated \_\_\_\_\_, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department or Agency, Project Number 060B2490023; and

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

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

1. 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, State Govt. § 10-1301(c)) 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. 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. TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor’s Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor’s performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all

or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.

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

**TO Contractor/TO Contractor’s Personnel:**                      **WCC**

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

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

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

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

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

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

**EXHIBIT A – FOR THE NONDISCLOSURE AGREEMENT (TO CONTRACTOR)**  
TO CONTRACTOR’S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE  
CONFIDENTIAL INFORMATION

Printed Name and Address  
of Employee or Agent

Signature

Date

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

**ATTACHMENT 11 TO CONTRACTOR SELF-REPORTING CHECKLIST**

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

Master Contractor:	
Master Contractor Contact / Phone:	
Procuring State Agency Name:	
TO Title:	
TO Number:	
TO Type (Fixed Price, T&M, or Both):	
Checklist Issue Date:	
Checklist Due Date:	
<b>Section 1 – Task Orders with Invoices Linked to Deliverables</b>	
A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 2.)	
B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
C) Is the deliverable acceptance process being adhered to as defined in the TORFP? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
<b>Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials</b>	
A) If the TO involves material costs, are material costs passed to the agency without markup by the Master Contractor? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
<b>Section 3 – Substitution of Personnel</b>	
A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 4.)	
B) Did the Master Contractor request each personnel substitution in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	

C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)
Was the substitute approved by the agency in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)
<b>Section 4 – MBE Participation</b>
A) What is the MBE goal as a percentage of the TO value?           % (If there is no MBE goal, skip to Section 5)
B) Are MBE reports 2-4A, 2-4B, and 2-5 submitted monthly? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)
C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO)           % (Example - \$3,000 was paid to date to the MBE subcontractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% ( $3,000 \div 10,000 = 0.30$ ))
Is this consistent with the planned MBE percentage at this stage of the project? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)
Has the Master Contractor expressed difficulty with meeting the MBE goal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, explain the circumstances and any planned corrective actions)
<b>Section 5 – TO Change Management</b>
A) Is there a written change management procedure applicable to this TO? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)
B) Does the change management procedure include the following?  Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for change description, justification, and sign-off Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements) Yes <input type="checkbox"/> No <input type="checkbox"/> A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)
C) Have any change orders been executed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)
D) Is the change management procedure being followed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)

SUBMIT AS INSTRUCTED IN TORFP.

**ATTACHMENT 12 LIVING WAGE AFFIDAVIT OF AGREEMENT**

Contract No. \_\_\_\_\_  
Name of Contractor \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

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

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

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

**If the Contract is a Living Wage Contract**

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

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

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

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

Name of Authorized Representative: \_\_\_\_\_  
Signature of Authorized Representative \_\_\_\_\_  
Date: \_\_\_\_\_ Title: \_\_\_\_\_  
Witness Name (Typed or Printed): \_\_\_\_\_  
Witness Signature and Date: \_\_\_\_\_

**ATTACHMENT 13 MERCURY AFFIDAVIT**

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.



**ATTACHMENT 14 VETERAN SMALL BUSINESS ENTERPRISE PARTICIPATION (VSBE)  
FOR STATE OF MARYLAND**

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

**ATTACHMENT 15 CERTIFICATION REGARDING INVESTMENTS IN IRAN**

**Authority:** State Finance & Procurement, §§17-701 – 17-707, Annotated Code of Maryland [Chapter 447, Laws of 2012.]

**List:** The Investment Activities in Iran list identifies companies that the Board of Public Works has found to engage in investment activities in Iran; those companies may not participate in procurements with a public body in the State. “Engaging in investment activities in Iran” means:

- A. Providing goods or services of at least \$20 million in the energy sector of Iran; or
- B. For financial institutions, extending credit of at least \$20 million to another person for at least 45 days if the person is on the Investment Activities In Iran list and will use the credit to provide goods or services in the energy of Iran.

*The Investment Activities in Iran list is located at: [www.bpw.state.md.us](http://www.bpw.state.md.us)*

**Rule:** A company listed on the Investment Activities In Iran list is ineligible to bid on, submit a proposal for, or renew a contract for goods and services with a State Agency or any public body of the State. Also ineligible are any parent, successor, subunit, direct or indirect subsidiary of, or any entity under common ownership or control of, any listed company.

*NOTE: This law applies only to new contracts and to contract renewals. The law does not require an Agency to terminate an existing contract with a listed company.*

**CERTIFICATION REGARDING INVESTMENTS IN IRAN**

The undersigned certifies that, in accordance with State Finance & Procurement Article, §17-705:

- (i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and
- (ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

The undersigned is unable make the above certification regarding its investment activities in Iran due to the following activities:

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

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

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

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

Witness Signature and Date: \_\_\_\_\_

**ATTACHMENT 16 SAMPLE WORK ORDER**

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

**ATTACHMENT 17 CRIMINAL BACKGROUND CHECK AFFIDAVIT**

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

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

I hereby affirm that the \_\_\_\_\_ (Master Contractor) \_\_\_\_\_ has provided Maryland Workers’ Compensation Commission with a summary of the security clearance results for all of the candidates that will be working on Task Order WCC Enterprise Modernization Project Resources (EMPR) WCCB7400015 and all of these candidates have successfully passed all of the background checks required under Section 2.4.3.2 of the CATS + Master Contract. Master Contractors hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this Task Order.

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Submit within 45 days of NTP**