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

# Maintenance and Continued Development of Automated Grants Management System (GMS)

CATS II TORFP #

DEXB0400017

Governor's Office of Crime Control & Prevention

**ISSUE DATE:  June 17, 2010**

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# KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services II (CATS II) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS II Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Master Contractors choosing not to submit a proposal must submit a Master Contractor Feedback form. The form is accessible via your CATS II Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS II RFP issued by the Maryland Department of Information Technology and subsequent Master Contract Project Number 060B9800035, including any amendments.

| | |
|---|---|
| **TORFP NAME:** | Maintenance and Continued Development of Automated Grants Management System (GMS) |
| **FUNCTIONAL AREA:** | FA5 - Software Engineering |
| **TORFP ISSUE DATE:** | 06/17/2010 |
| **Closing Date and Time:** | 07/20/2010 at 03:00 PM |
| **TORFP Issuing Office:** | Governor's Office of Crime Control & Prevention (GOCCP) |
| **Questions and Proposals are to be sent to:** | Ellen Gibson-Adler<br>Ellen@goccp-state-md.org |
| **TO Procurement Officer** | Ellen Gibson-Adler<br>Office Phone: 410-821-2882<br>Office Fax: 410-321-3116 |
| **TO Manager:** | Shane Houghton<br>Office Phone: 410-821-2858<br>Office Fax: 410-321-3116 |
| **Project Number:** | DEXB0400017 |
| **TO Type:** | Combination Fixed Price and Time and materials |
| **Period of Performance:** | Notice to Proceed to May 31, 2014 |
| **MBE Goal:** | 35 percent |
| **Small Business Reserve (SBR):** | No |
| **Primary Place of Performance:** | Work will be performed at the TO Contractor's facility with the exception of meetings/tasks that require GOCCP staff participation. These events may be held at either TO Contractor's facility or at the GOCCP location, 300 E. Joppa Road, Suite 1105, Towson, Maryland |
| **State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:** | GOCCP will furnish access to equipment, facilities, and/or personnel as required. |
| **TO Pre-Proposal Conference:** | Maryland Department of Transportation (MDOT) Headquarters<br>7201 Corporate Center<br>Hanover, Maryland 21076<br>06/30/2010 at 1:30 PM<br>See Attachment 6 for Directions |

## PRE-PROPOSAL CONFERENCE RESPONSE FORM

**Project No.    DEXB0400017**
**Project Title: Maintenance and Continued Development of Automated Grants Management System (GMS)**

A Pre-proposal Conference will be held on June 30, 2010 at 1:30 pm local time at:

**Maryland Department of Transportation (MDOT) Headquarters**
**7201 Corporate Center**
**Hanover, Maryland 21076**

**Please e-mail or fax this form to the Procurement Officer:**

> Ellen Gibson-Adler
> Office Fax:   (410) 321-3116
> E-mail: Ellen@goccp-state-md.org

By 3:00 PM on June 28, 2010 advising whether or not you plan to attend this Conference.

Please indicate:

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

> 1.

> 2.

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


_____        _____

Company/Firm/Company Name                                              Telephone


_____

Contact Name

# SECTION 1 - ADMINISTRATIVE INFORMATION

## 1.1    RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement (TOA) scope issues, and for authorizing any changes to the TOA.

The TO Manager has the primary responsibility for the management of the work performed under the TOA; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS II Master Contract; and, in conjunction with the selected Master Contractor, achieving on budget/on time/on target (e.g., within scope) completion of the Scope of Work.

## 1.2    TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work.  A specific TOA, 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 price proposal.

## 1.3    TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above.  The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box.  The TO Proposal is to be submitted via e-mail as two attachments in MS Word format.  The "subject" line in the e-mail submission shall state the TORFP #DEXB0400017.  The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP #DEXB0400017 Technical".   The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP DEXB0400017 Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 2 - MBE Forms D-1 and D-2
- Attachment 4 - Conflict of Interest and Disclosure Affidavit
- Attachment 10 – Living Wage Affidavit of Agreement

## 1.4    ORAL PRESENTATIONS/INTERVIEWS

All Master Contractors and proposed staff may be required to make an oral presentation to State representatives.  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 Contract is awarded.  The Procurement Officer will notify Master Contractor of the time and place of oral presentations.

## 1.5    MINORITY BUSINESS ENTERPRISE (MBE)

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation (Attachment 2 - Forms D-1 and D-2) at the time it submits it's TO Proposal.  **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time it submits its TO Proposal will result in the State's rejection of the Master Contractor's TO Proposal.**

## 1.6    CONFLICT OF INTEREST

The TO Contractor awarded the TOA shall provide IT consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest.  Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 4 this TORFP with its TO Proposal.  If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR

21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

Master Contractors should be aware that the State Ethics Law, State Government Article, §15-508, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

## 1.7    NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at GOCCP, 300 East Joppa Road, Suite 1105, Towson, Maryland 21286.  Offerors who review such documentation will be required to sign a Non-Disclosure Agreement in the form of Attachment 7.  Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TOA in order to fulfill the requirements of the TOA.  The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement in the form of Attachment 7.

## 1.8    LIMITATION OF LIABILITY CEILING

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

## 1.9    CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

DoIT is responsible for contract management oversight on the CATS II master contract.  As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of CATS II task orders (TO). This process shall typically apply to active TOs for operations, maintenance, and support valued at $1 million or greater, but all CATS II TOs are subject to review.

Attachment 9 is the TO Contractor Self-Reporting Checklist.  DoIT will send initial checklists out to applicable TO Contractors approximately three months after the award date for a TO.  The TO Contractor shall complete and return the checklist as instructed on the checklist.  Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

## 1.10   PRE-PROPOSAL CONFERENCE

A pre-proposal conference (Conference) will be held on June 30, 2010, beginning at 1:30 PM, at the Maryland Department of Transportation (MDOT) Headquarters, 7201 Corporate Center, Hanover, Maryland 21076. Attendance at the pre-proposal conference is not mandatory, but all interested Master Contractors are encouraged to attend in order to facilitate better preparation of their proposals.

As promptly as is feasible subsequent to the Conference, a summary of the Conference and all questions and answers known at that time will be distributed to all prospective 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, it is requested that by 3:00 PM on June 28, 2010, all potential Master Contractors planning to attend return the Pre-Proposal Conference Response Form.

## 1.11   QUESTIONS

Written questions from prospective Master Contractors will be accepted by the TO Procurement Officer prior to the pre-proposal conference. If possible and appropriate, such questions will be answered at the pre-proposal conference. (No substantive question will be answered prior to the pre-proposal conference.) Questions may be

submitted by mail, facsimile, or preferably, by e-mail to the TO Procurement Officer. Questions, both oral and written, will also be accepted from prospective Master Contractors attending the Pre-Proposal Conference. If possible and appropriate, these questions will be answered at the Pre-Proposal Conference.

Questions will also be accepted subsequent to the Pre-Proposal Conference and should be submitted in a timely manner prior to the proposal due to the TO Procurement Officer. Time permitting answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all vendors who are known to have received a copy of the TORFP.

## 2.1   PURPOSE

The Governor's Office of Crime Control & Prevention (GOCCP) is issuing this CATS II TORFP to obtain technical services to provide continued development and maintenance for the automated Grants Management System (GMS) database and application environment. GOCCP is seeking a vendor to support and maintain the existing and future systems, migrate the existing system, developed in Delphi 5, to a more modern platform with support for the development of secure, robust, and user-friendly desktop and web browser-based applications, and the ability integrate additional functionality as business needs dictate. The system shall be based in Structured Query Language (SQL) using the Firebird database server (or equivalent SQL database server supporting stored procedures and transactions), secure database communication over local and wide area network (including the Internet), and the development and deployment of web-accessible application clients.

## 2.2   REQUESTING AGENCY INFORMATION

The mission of the Governor's Office of Crime Control & Prevention (GOCCP) is to serve as Maryland's one stop shop for resources to improve public safety.  GOCCP exists to educate, connect, and empower citizens and public safety entities through innovative funding, strategic planning, statistical analysis, best practices research, and results-oriented customer service. This mission is achieved by:

- Assisting other State agencies, local governments, public officials, and private organizations with the development of criminal and juvenile justice legislation, policies, plans, programs, and budgets;
- Implementing a grant application, review, award, and monitoring process for State and Federal funds to agencies and organizations that address the goals, priorities, and standards established in State and local public safety plans;
- Identifying new sources of funding and providing assistance to State agencies, local governments, and communities in obtaining such funds;
- Collecting State and National criminal and juvenile justice information and research, and distributing it to the public; and
- Coordinating the development and implementation of the three-year State Crime Control and Prevention Plan.

GOCCP administers a total of 38 state and federal grant programs including the Maryland Victim of Crime Fund and the Byrne Justice Assistance Grant Program and State and Local Law Enforcement Block (Byrne) Grants.  The office in turn awards these grants to local government, state government, law enforcement, criminal justice agencies and non-profit groups across the state. Currently the Office manages a budget in excess of $96 million and awards more than 950 grants per year.

The financial and reporting rules of governing each of the 38 grant programs vary.  Although each of the grant programs makes awards annually, the awards are not all made at the same time of year.  In addition, it is not uncommon for new grant programs to come into existence as Federal money is awarded.  Grant cycles run from one to three years.  Throughout each grant cycle the GOCCP staff responsible for each program tracks the financial status and performance of each grant.  .

## 2.3   MANAGEMENT ROLES AND RESPONSIBILITIES

**TO Procurement Officer** – Manages the TO solicitation and award process.

**TO Manager** – Administers the TO, e.g. invoicing, MBE reports, etc. Also serves as the Agency Project Manager

**Agency Project Manager** – Manages the overall project supported by a TO. Supervises work by the TO Contractor and agency personnel under the TO.

**Agency Project Team** – Agency personnel assigned work under the TO. Reports to the Agency Project Manager for TO purposes. This team will be composed of GOCCP IT staff members.

**TO Contractor(s)** – The Master Contractor(s) awarded the TO Agreement for Project Personnel. The TO Contractor(s) shall provide the Project Personnel and shall report to the TO Manager.

**Project Personnel** – The Project Personnel assigned by the TO Contractor(s) for staffing services according to this TORFP, reporting to the TO Manager

## 2.4    SYSTEM BACKGROUND AND DESCRIPTION

The Grants Management System (GMS) was first developed ten years ago to automate, streamline, and provide better internal control to our grants management process.  Previously this process was entirely paper-based. During the development of the system, GMS automation efforts have led to greater data accuracy, processing efficiency, detailed reporting and statistical analysis capabilities, and a reduction in the manpower required to manage grants.

### 2.4.1    OVERVIEW

The GOCCP Grant Management System (GMS) consists of nine MS Windows applications, developed in Delphi 5, that access two Firebird database servers running on two Windows 2003 servers. One Windows 2003 server resides inside the agency firewall running the Firebird database server. The other server is outside the agency firewall and runs the MS Internet Information Services (IIS) Web server and the Firebird database server, with the **ASTA (A Smart Thin Architecture) middleware server** linking the Web server and the database server.

Two Delphi MS Windows applications, the **Electronic Grant Application** software and the **Electronic Grant Reporting software**, are posted as compiled executables on the GOCCP Web site and are used by applicants and sub-recipients to connect to the external database server to submit grant applications and reports. The agency GMS administrator uses the **Application Management utility** to inspect data submitted by grant applicants residing on the external database and move the data to the internal database when appropriate; this utility is also used to synchronize the data between the two servers.

Internally, the agency GMS administrator and select Fiscal staff use the **GMS Administration** utility to accomplish GMS administrative tasks related to the internal database**.** The **GMS Data Entry** and the **GMS Reports** are used by agency personnel for all grant management data functions including data entry and generating reports.

The GOCCP administrator, or designated GOCCP staff member, uses the **LogGrantFiles** application to manage check-out/in of grant physical files to agency employees.

The **CalcDataSummary application** is run as a server that calculates and stores management report data on a periodic basis.

## 2.4.2    DATABASE DESIGN

The GMS employs the Firebird (version 2.1.3) database management system. The GMS is currently composed of the following databases:

- **GrantMgt.gdb** – The GMS database is configured and maintained on a Windows 2003 server running Firebird 2.1 database server. This server, located at GOCCP, is part of a Windows Active Directory supporting a 52 person Local Area Network; each workstation within the LAN is running Microsoft Windows XP Professional. This database consists of 136 tables, 76 stored procedures, and 38 triggers. This database is currently 490 megabytes in size and interfaces directly with all internal GMS applications.
- **Application.gdb** – The Application database is configured and maintained on a Windows 2003 server running Microsoft IIS, ASTA Server, and Firebird 2.1 database server. It consists of 46 tables, 1 stored procedure, and 1 trigger and is currently 95 megabytes in size. This database stores a subset of GMS data necessary to facilitate the grant application and reporting processes.

## 2.4.3    SYSTEM HARDWARE

GOCCP currently employs the computer hardware, listed in the table below, to host the GMS databases. In an effort to protect the GOCCP's current investment, all development and modifications to the system during the life-cycle of this contract shall be tailored to, and optimized for, the existing hardware.

Database Servers

| Sub System | Hardware | Software |
|---|---|---|
| GMS Database Server | HP Proliant DL 160 G5<br>• 2 GHz Intel Quad-Core Xeon Processor (E5405)<br>• 4 GB RAM<br>• (2) 500 GB, 7200RPM SATA hard drives (RAID 1) – OS, Database, and daily backups<br>• DVD-RW<br>• HP NC105i PCIe Gigabit Server Adapter (10/100/1000 Ethernet) | • Microsoft Windows Server 2003 R2 Standard Edition Service Pack 2<br>• Firebird Database Server version 2.1 |
| GMS Application Server | HP Proliant DL 140 G5<br>• 2 GHz Intel Quad-Core Xeon Processor (E5405)<br>• 4 GB RAM<br>• (2) 150 GB, 7200RPM SATA hard drives (RAID 1) – OS and daily backups<br>• (1) 30 GB OCZ Agility SSD – Database<br>• (1) 150 GB, 7200 RPM SATA hard drive – Complete Database environment backup<br>• DVD-RW<br>• HP NC105i PCIe Gigabit Server Adapter (10/100/1000 Ethernet) | • Microsoft Windows Server 2003 R2 Standard Edition Service Pack 2<br>• Firebird Database Server version 2.1 |

### 2.4.4 APPLICATION MODULES

The GOCCP Grant Management System (GMS) consists of nine MS Windows applications that were developed in Delphi 5. These applications are outlined below. Detailed application descriptions, with screen shots, are located in Attachment 12: GMS Application and System Information.

#### 2.4.4.1 Internal Applications

These internal applications are used exclusively by GOCCP staff to support the full grants management life-cycle.

| Component | Description |
|---|---|
| **GMS Data Entry**<br>MD.exe | This module contains information on: budgets, grantees, grantee performance/financial reports, grant conditions, activity log, financial information (planned & actual expenditures), goals, and site visit information. 229,528 lines of code |
| **GMS Reports**<br>Rpt_GMS.exe | This module contains 40-50 standard hard-coded reports and includes an ad hoc reporting feature. 262,230 lines of code |
| **GMS Administration**<br>AdminGMS.exe | This is an internal module.  It allows users to manage users and administrative tables.  This module also contains historical logs on database activity. 119,306 lines of code |
| **Application Management**<br>ApplicationMgt.exe | This is an administrative module that serves multiple functions.  This module allows the GOCCP staff to view electronically submitted grant application and reporting information (stored on the external database) and approve information before moving to GMS (internal database). The utility is used to synchronize the data between the two database servers; it also allows GOCCP IT staff to modify selected global variables that impact the behavior of the Application and Reporting thin clients. 177,927 lines of code |
| CalcSummaryData.exe | This server resides in-house at GOCCP.  The server contains a clock that initiates programmed calculations on the database (i.e. calculates balances, staff information, due dates, etc).  The results are stored in specific database tables and serve as the data source for specific management reports. 79,842 lines of code |
| **Grant Paper File Management Utility**<br>LogGrantFiles.exe | Utility used to track the physical location of grant folders within the office. Each grant folder is assigned a unique bar-code number based on the grant award number; this number is scanned into the system whenever a user checks out or returns the grant folder to our secure storage area. 106,216 lines of code |

### 2.4.4.2    External (Thin Client) Applications

The **Electronic Grant Application software** and **Electronic Grant Reporting software** are thin client applications, distributed as compiled executables that communicate with the Application database server via an ASTA Server, a middleware client that helps facilitate the transfer of data using the HTTP protocol. This data communication process is outlined in the diagram below:



**Stateless HTTP connection**
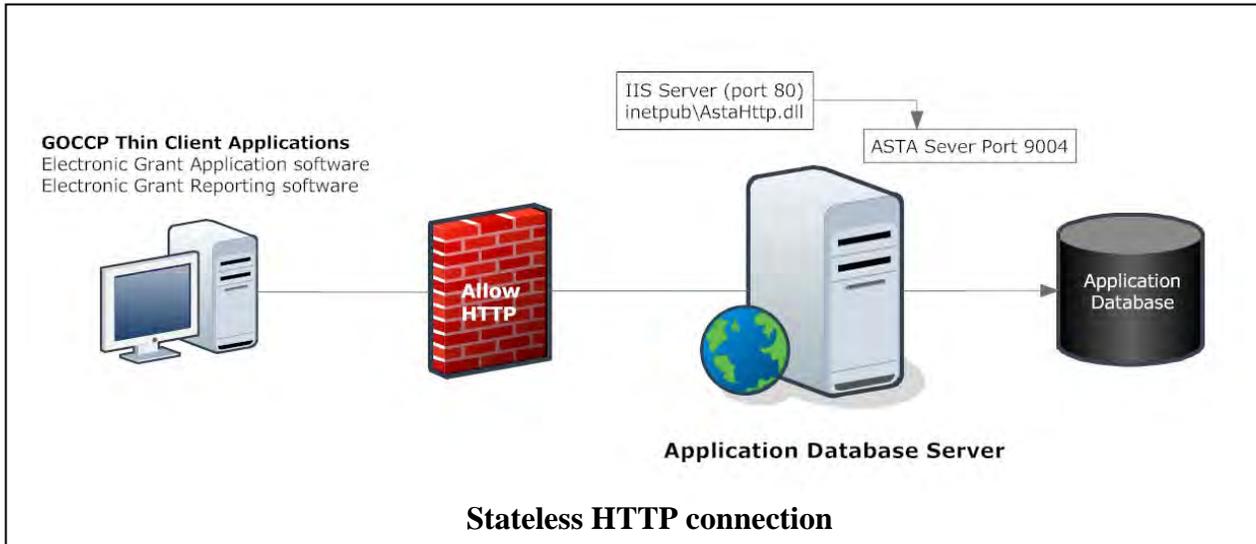
| Component | Description |
|---|---|
| **Electronic Grant Application Software** GOCCPApplication.exe | Thin client program that allows organizations to create and submit applications. 83,744 lines of code |
| **Electronic Grant Reporting Software** GOCCPReporting.exe | Thin client program that allows grantees to connect to the external database to create and submit reports. 149, 160 lines of code |
| **ASTA Server** ApplicationServer.exe | Middleware ASTA server which provides a bridge from the web server to the internal database server. 164,199 lines of code |

### 2.4.5    CURRENT APPLICATION UPDATE PROCESS
Certain logic, settings, user instruction, layout and content are hard-coded into the various GMS applications. When changes to these items are necessary, the entire application is recompiled and distributed as an executable file. If a user attempts to login to a GMS application that is outdated, the system will block access and alert the user of the update. For the web-based thin clients, the user is redirected to the file location of the appropriate application installation file on our website. For internal GMS applications, GOCCP staff must navigate to a shared network folder to locate the executable file. When the user runs this executable, it initiates an installation procedure that completely overwrites the existing application installation, including program executables, help files, and any required dynamic-link library (dll) files.

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### 2.4.6 SUMMARY OF GMS ARCHITECTURE

The current GMS architecture is summarized in the graphic below:
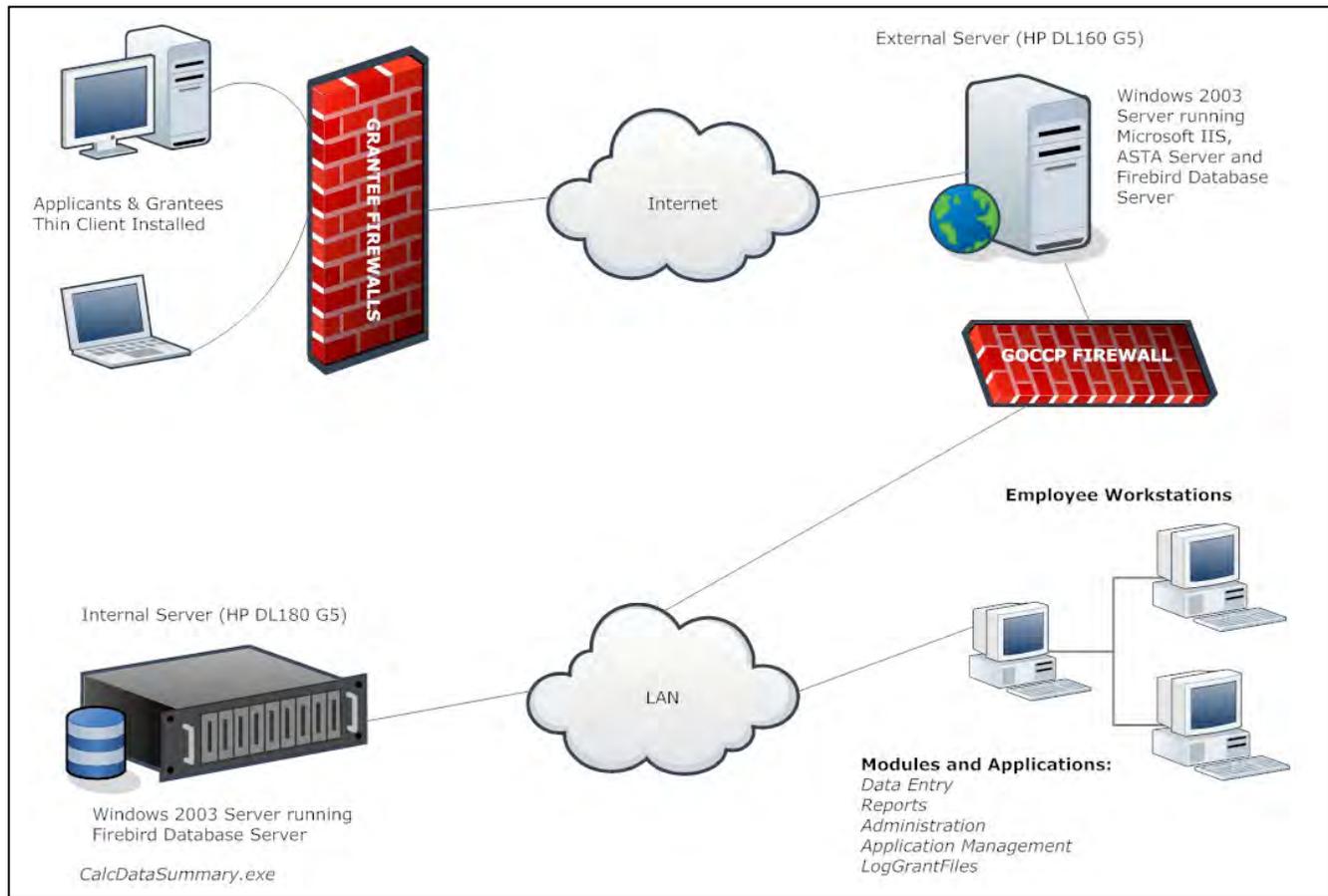


### 2.4.7 SYSTEM COMPATIBILITY

The TO Contractor shall ensure that any and all of their support including all the software components that make up the system, maintain full compatibility with all current interfacing systems, security systems, and telecommunications.  The TO Contractor shall ensure that any and all of their support does not compromise any system (system level or component level) compatibility The TO Contractor shall ensure that the GMS remains compatible with the current and future State operating system software or any third party software used in direct association with the GMS to perform the State's business functions.

The TO Contractor shall ensure that all aspects of the GMS, including the development environment and application-related software, shall be based on vendor-supported versions (if applicable). If any software used in the development of the GMS is no longer supported by the vendor, the TO Contractor shall be responsible for upgrading and supporting it.

## 2.4.8  SOFTWARE AND DATA RIGHTS

The TO Contractor shall propose a system architecture that would satisfy the system migration requirements as outlined in section 2.6.1 of this TORFP. Likewise, the TO Contractor shall set up and maintain, at no cost to the State, a development/test environment into which GOCCP shall have secure access for the purpose of testing and approval of the upgraded system.

GOCCP does not require that future development, in part or whole, occur using the Delphi programming language. Proposed solutions will be assessed according to functionality, ease of use, speed of development, compatibility with the existing system, and prospects for future upgradability. However, until such time as all GMS applications are migrated, the TO contractor must be able to fully support and maintain the existing system.

The software and development tools used in the creation, and current development, of the GMS include:

- Firebird Open Source Relational Database Management System
- Borland Delphi Enterprise Version 5.0 Update Pack 1 with the following 3$^{rd}$ party libraries:

    o  Advanced Business Components for Delphi Professional Version 5
    o  ASTA Technology Group's ASTA 3 Component Suite
    o  EDS Spell Checker for Delphi 5
    o  EMS QuickExport Component Suite 2.0 for IB Objects
    o  Extended PageControl & Extended TabControl for Delphi 5 by PraxisService
    o  IB Objects Version 4
    o  Digital Metaphors Corporation ReportBuilder for Delphi 5 Enterprise Edition version 7.04
    o  Pragnann Report Builder Export Devices
    o  Shazaam Report Wizard 4.0
    o  Woll2Woll Software InfoPower 3000 for Delphi 5

Detailed software library information, including component library names, product web sites, and features/functionality (as employed in the GMS) can be found in Attachment 12 – GMS APPLICATIONS, under the heading "Commercial 3rd Party Libraries." GOCCP does NOT own the source code or licenses to these proprietary 3rd party libraries.

All future GMS development shall be done using native features of the TO Contractor's proposed development environment. The TO Contractor shall NOT use any proprietary, exclusive-use, or limited license software without previous written approval from the TO Manager. In addition, the TO Contractor shall work to eliminate any currently employed proprietary libraries by recoding their functionality using native and/or open source development tools.

GOCCP is the sole and exclusive owner of the GMS source code and future development and enhancement of the GMS system. The TO Contractor shall have no ownership copyright, royalty, or licensing rights to the application and its source code during the term of and beyond the termination of this Contract or any other contract with the Contractor.

### 2.4.9 CURRENT BUSINESS PROCESS

All actions described below are performed by GOCCP staff and/or external applicant/sub-recipients using current GMS software applications. The TO Contractor is responsible for the development, support, and maintenance of the automated Grants Management System (GMS) which serves to facilitate all relevant business processes.

**Overview**

The GOCCP grants management system was designed and developed to automate and encompass the full grants management life-cycle.

The process begins with the allocation of funds to GOCCP from a State or Federal grant program. The funds initially awarded to GOCCP are entered into various tables within the Administrative Module of the GMS. The initial grant program table within the Administrative Module maintains an assigned 2-letter application code, 4-letter award code, project title, Code of Federal Domestic Assistance (CFDA) number (if federal), reporting code (Q = quarterly, etc.), and the full legal title of the funding source. Additional required information for each year of each funding source, such as the award number, award amount, period of award, percent of allowed administrative funds, mandatory percentage to be passed through to local units of government, general and mandatory special conditions, program purpose areas, performance measures, contact information, revenue and expenditure information, etc., is maintained in various other tables within the Administration Module. The complete life-cycle of a grant award can span one to three years. For audit and monitoring purposes, a copy of the funding source award documents (solicitation, application, award, correspondence, Grant Adjustment Notices, etc.) are placed in green folders and maintained by the Fiscal Grants Manager.

A Notice of Funding Availability (NOFA) is posted on the GOCCP website as required for each funding source. Eligible organizations are required to apply online and must access the system using their GMS assigned Organization ID. New Organizations must contact GOCCP to obtain an Organization ID. The information required to obtain an ID is entered into the GMS Contact and Organization tables, within the Data Entry Module, which creates a new Organization ID. After Organizations complete the online application, a GOCCP Agency user reviews the submitted application(s) and transfers the information to the GMS database.

Based on a review of the program proposal and budget of each application, special conditions, performance measures, and progress report questions are assigned in the Application section of the Data Entry Module. After a final review, approved applications are awarded, receiving a system generated award number, at which time all information is electronically transferred to the Grant Award section of the Data Entry Module. Once awarded a Grant Award Package is printed, signed by the Executive Director, and sent to the Grantee/Sub-recipient. The Grant Award Package and all submitted application documentation is placed in a bar coded blue grant folder and filed in the GOCCP file room.
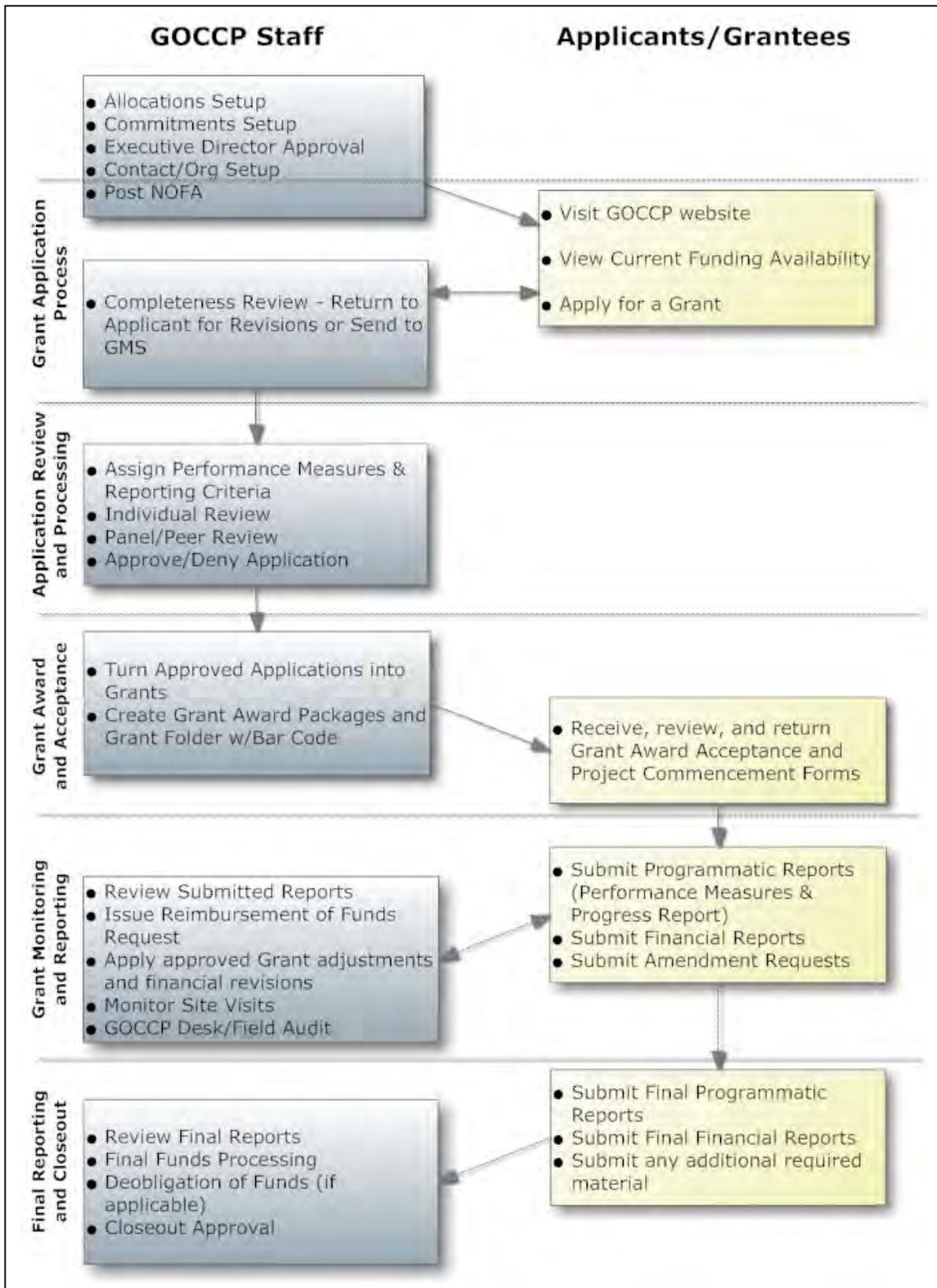
All staff must request blue grant folders via written request to the Control Desk. The Control Desk Administrator pulls the requested folder, scans the bar code, and assigns the folder to the staff member that placed the request.

The life-cycle of a sub-award may span a one to three year period. During this period the GMS Data Entry Module collects and maintains all grant activity, which includes programmatic and fiscal reports, detailed budget information, deficiencies, and grant adjustments (budgetary, scope of services, personnel changes, etc.). In addition there is an Activity Log that correlates all interaction relative to each specific sub-award, such as emails, phone calls, written correspondence, etc.

When a grant is to be closed, the Program Monitor requests the blue grant folder and reviews all activity, reports, and documentation. Once they have assured that all requirements have been met, a "Close Out" form is printed, signed by appropriate program staff, then given back to the Control Desk to assign to the appropriate fiscal staff member for final close out in the GMS. Once closed, all documents are removed from the blue grant folder, placed in a manila folder, given back to the Control Desk Administrator to log as closed. It is then re-filed with the originating funding source in sequential order until all sub-awards under that funding source are closed.

Once all sub-awards under a specific funding source are closed, and the funding source ends, all sub-awards are placed in archive boxes, in numeric order, and placed in the storage room (A8) for the required three years.

**A summary of the business process is depicted in the graphic below:**



GOCCP Staff | Applicants/Grantees

**Grant Application Process**
GOCCP Staff:
- Allocations Setup
- Commitments Setup
- Executive Director Approval
- Contact/Org Setup
- Post NOFA
- Completeness Review - Return to Applicant for Revisions or Send to GMS

Applicants/Grantees:
- Visit GOCCP website
- View Current Funding Availability
- Apply for a Grant

**Application Review and Processing**
GOCCP Staff:
- Assign Performance Measures & Reporting Criteria
- Individual Review
- Panel/Peer Review
- Approve/Deny Application

**Grant Award and Acceptance**
GOCCP Staff:
- Turn Approved Applications into Grants
- Create Grant Award Packages and Grant Folder w/Bar Code

Applicants/Grantees:
- Receive, review, and return Grant Award Acceptance and Project Commencement Forms

**Grant Monitoring and Reporting**
GOCCP Staff:
- Review Submitted Reports
- Issue Reimbursement of Funds Request
- Apply approved Grant adjustments and financial revisions
- Monitor Site Visits
- GOCCP Desk/Field Audit

Applicants/Grantees:
- Submit Programmatic Reports (Performance Measures & Progress Report)
- Submit Financial Reports
- Submit Amendment Requests

**Final Reporting and Closeout**
GOCCP Staff:
- Review Final Reports
- Final Funds Processing
- Deobligation of Funds (if applicable)
- Closeout Approval

Applicants/Grantees:
- Submit Final Programmatic Reports
- Submit Final Financial Reports
- Submit any additional required material

**Detailed Business Process**

The GMS is designed to support the current grant process from the submission of applications by sub-recipients, throughout a grant's award period, and finally the closing out of a project. The grants procedure consists of the following steps:

1. As the State Administering Agency of funds used for the control and prevention of crime in the State of Maryland, the Executive Director approves the pursuit of new federal funds or the renewal of existing funds. Information regarding the solicitation of grants funds is captured in the **Administration module** of the GMS.

2. Once an application is approved for funding a grant award letter is sent to the GOCCP Executive Director for signature and legal acceptance.

3. Upon receipt of award and confirmation of the award amount, a budget for the awarded source of funds is entered into the **Administration module**. This includes the grant award number, award period, and any change to the original request for funds. Any general or special conditions that should be passed on to sub-recipients are also entered.

4. A budget amendment is prepared for submission to Annapolis.

5. If set-aside funds are required, entries are made in the Administration module separating these funds from money used for awarding sub-grant. If administrative expenses are allowed a sub-award is immediately created to prevent over expenditure of funds.

**Available Funding Notification**

6. A Notice of Fund Availability (NOFA), which serves as an announcement regarding the types of programs that can be funded and the programmatic requirements or guidelines for those specific funds, is sent out to potential applicants and published on the GOCCP website.

**Grant Application Process**

7. Sub-recipients eligible to receive funds from GOCCP use the **Electronic Grant Application software** to create, modify, and submit grant applications electronically. These electronic application submissions are initially reviewed by IT and then transferred to the GMS database, or returned to the application for further modification, using **Application Management** utility.

8. When an application is transferred to the GMS database, it is assigned a system generated application number based on the funding source under which the application was submitted. An application number consists of the current four digit year, a two letter code consistent with the grant applied for, and a four digit sequence number. At this time an application's status is "Application Submitted" and can be reviewed using the **GMS Data Entry** module.

**Application Review and Processing**

9. A Grant Application Review Form, which is a standard report generated through the **GMS Reports** module, is printed in preparation for a review process. Each project is reviewed by either a review panel, or by an individual. The type of review is contingent on each program's guidelines and scoring process. After the review process, an application may be placed in one of the following statuses in the **GMS Data Entry** module:

- Under Review
- Staff Follow-up

- Awarded Funding
- Not Funded
- Application Withdrawn

10. Performance measures, progress questions and special conditions are developed and assigned to an application. Standard performance measures, progress report questions and special conditions can be designated to a project, or can be developed on an ad hoc basis. Any standard assigned questions or conditions are entered into the **Administration module** by IT and will display in the **GMS Data Entry** module depending on the grant program that is selected. Users, dependent on their security level, can assign ad hoc performance measures or special conditions to a project as needed.

**Grant Award Process**

11. After an application has been funneled through the proper channels and approved for funding, it is turned into a grant within the **GMS Data Entry** module. The GMS generates a grant number based on the selected funding source. A grant number is comprised of a four-letter grant code, the fiscal funding year of the source of money, and a system generated sequence number. If a grant is a continuation from a previous year, the fiscal year changes and the sequence number, which may be user generated, is the same or similar to previous year(s). The sequence number can be generated by the GMS or chosen by the Grants Manager. All data entry performed in the Application section will automatically transfer into the Grants section, which reduces the need for duplicate data entry. The Grants Manager verifies the budget information, makes any edits as needed, and changes the status of the application to "Awarded Funding".

12. For all applications not funded, the Regional Chief, Program Manager, or designated staff, must print out a "Not Funded" form from the Reports module for each application. After a "Not Funded" form has been signed by the Regional Chief, Program Manager, and Deputy Director of Operations, the status of the application is changed in the Data Entry module to "Not Funded" by the Grants Manager. A letter is required to be sent to the applicant within 45 days from receipt of application advising of non-funding of project. A copy of this letter, signed by the Executive Director, must be included in the Not Funded packet of information for the application to be changed to "Not Funded".

13. An award package is generated within the **GMS Reports** module by the Control Desk Administrator, and consists of the following standard forms to be distributed to the grantee:
- Award cover letter
- Grant Award notification
- General Conditions
- Special Conditions
- Budget Notice
- Performance Measurements
- Progress Report
- Eligible grant programs will include a Request for Advance form
- Federal Civil Rights Checklist

14. A grantee acceptance package is also generated and mailed. The acceptance package consists of the following forms:
- Acceptance cover letter
- Notification of Project Commencement
- General Conditions
- Special Conditions
- Budget Notice
- Project Financial Report

15. The Control Desk Administrator changes the status of the grant in the **GMS Data Entry** module from "Awarded Funding" to "Award Letter Pending" to "Award Letter Sent". The status of a grant can be changed based on the receipt of information obtained from the grantee or if the grantee is or is not reporting as directed in the General Conditions.

**Award Acceptance**

16. Once an award is made, time frames are in effect regarding notifying a grantee of an award, when a grantee must accept an award and notify GOCCP of its acceptance, and when a project is scheduled to commence.

17. A grantee must submit an "Award Acceptance" form within 14 days of receipt of an Award Letter. When this document is received the Control Desk Administrator changes the status of the grant in the **GMS Data Entry** module to "Award Accepted".

18. A "Notice of Project Commencement" form indicates when a grantee intends to begin a project. This form must be signed and returned to GOCCP within 30 days from receipt of the Award Acceptance package. When this form is received, the status of the grant is changed by the Control Desk Administrator in the **GMS Data Entry** module to "Project Commencement Received".

19. If there is a significant delay of 30 days or more in starting a project, the Program Manager may require the grantee to submit a "Grant Modification" form requesting a delayed start date. This form is a standard report and generated by the Reports module and mailed to the grantee. A delayed start date does not give an automatic extension to the end date and funds may be adjusted accordingly.

20. The Reports module provides a management account that lists deficient statuses of applications and grants. Statuses of reports are calculated three times a day via the **CalcSumData** application. Based on the number of required days an application/grant must move from one status to another. The application calculates and lists any applications/grants that have exceeded the number of days in a particular status.

21. These reports outline the application or grant number, the number of days the status of an application/grant is past its regulated time, the GOCCP monitor overseeing the grant, and lists any deficiency notes entered by the GOCCP monitor or fiscal staff.

22. Once the grantee has submitted both the Award Acceptance and Notice of Project Commencement grant funds may be spent. Grant funds are administered as reimbursements, with select exceptions. In turn, GOCCP requests funds from the relative funding source on a reimbursement basis, with select exceptions.

**Grant Monitoring**

23. Monitoring commences once a project begins. Overseeing a grant consists of scheduled or unscheduled site visits. Results of a site visit are captured in the **GMS Data Entry** module under the Monitor Site Visit tab, and generate a report based on entered data. Contact via correspondence, phone calls, or e-mail is captured in the Activity Log.

24. Grant monitoring may also include a GOCCP Field Auditor's examination of financial statements, financial related information, economy and efficiency of operations, and/or actual effectiveness in achieving program results. Results of a field audit are captured in the Desk Audit tab in the **GMS Data Entry** module.

25. The **GMS Data Entry** module provides a "Deficiency" check box, a notes text field, and a status of "Reporting Not in Compliance". These features, along with the Activity Log, should allow staff to continuously monitor any issues or developments regarding a grant's administration.

**Programmatic and Financial Reporting**

26. All grantees are required to submit quarterly fiscal and programmatic reports. These reports are created, modified, and submitted electronically using the **Electronic Grant Reporting Software**. This thin client application is posted to the GOCCP website and must be downloaded and installed on the grantee's workstation.

27. Submitted reports may be in one of four statuses:
    - P – Pending  (a report that has been created but not submitted electronically; editable)
    - S – Submitted (a report that has been submitted for review)
    - U – Uploaded (a report has been reviewed, accepted, and sent to the GMS via the Application Management Utility.)
    - M – Manual (a report was not completed via the electronic reporting thin client but completed by hand/typewriter and mailed to GOCCP. GOCCP staff entered the data into the GMS. This is typically done with revised financial reports.)

28. Electronically submitted reports are reviewed by Agency IT and transferred to the GMS database via the **Application Management** utility. This utility retrieves information from the Application server which stores all data submitted by a grantee, and imports it into the GMS database for final review and approval by GOCCP staff.

29. Prior to entry into the GMS, if submitted reports are inaccurate or incomplete the status of the report is changed back to pending for the grantee to correct and resubmit.

30. After the end of each reporting period following the end of the quarter, the GOCCP Fiscal Specialists will run a standard report called a "Grant Tracking Spreadsheet", which can be generated for a specific grant through the **GMS Data Entry** module, or for several grants at one time, from the **GMS Reports** module. Upon review of all open grants, the fiscal staff will notify programming staff of grants with missing financials reports.

31. If reports are delinquent or deficient due to improper reporting or missing documentation, a Notice of Dispute or Notice of Delinquent reporting is generated from the GMS and mailed to the recipient. Grants may be marked deficient, which will halt a request for reimbursement of grant funds from the sub-recipient.

32. Upon satisfaction of a deficient or delinquent issue, funds are processed and released to a grantee. Reimbursement requests are entered into the **GMS Data Entry** module and documentation is sent to the Governor's Office of Finance in Annapolis for processing. No checks are issued from the GOCCP.

**Grant Modification Requests**

33. Requests to modify existing budgets, dates, scope of work, or personnel must be submitted by grantees in writing using a GOCCP Grant Modification form and approved by the GOCCP program manager, monitor and/or division chief, as applicable. Upon approval, a Grant Adjustment Notice (GAN) is generated and captures the requested change. A GAN is printed from the **GMS Data Entry** module, signed by the appropriate staff and sent to the agency requesting the change. A copy of a GAN is always kept in the official grant folder for auditing purposes.

**Grant Close-out Process**

34. A grant may be closed for various reasons including, but not limited to:
    - Grant expires
    - Final expenditures of funds
    - At the request of the grantee
    - At the direction of Program Manager or for non-compliance

35. The Program Manager/Monitor prints out a grant close out form from the GMS and attaches it to the grant folder.

36. The Program Manager reviews for programmatic submissions, including compliance with special conditions, and match requirements if applicable, from the sub-recipient. De-obligations involving $5,000 or more of the total grant award will be approved by the Executive Director or Deputy Director of Operations. If approved, the Program Manager signs the Close Out form and gives the form and the grant folder to Fiscal Grant Specialist. If the close out is not approved by Program Manager due to missing programmatic reports, programming will contact the sub-recipient to request the required documents.

37. Once the Fiscal Grant Specialist receives the grant folder and the signed Close Out form from program staff, the Fiscal Grant Specialist first prints the sub-award Fund spreadsheet from the GMS. It is reviewed for balance between the budget and the actual expenditures, the match funds and the match expenditures, the grant funds and the grant expenditures, the award period and the reporting periods from the submitted financial reports. Any necessary corrections are made in the GMS. Everything MUST balance.

38. The Fiscal Grant Specialist creates a Grant Adjustment Notice (GAN) in the GMS to document the close out, de-obligate grant funds (if applicable) and/or modify the grant start date or end date (if applicable).

39. The Fiscal Grant Specialist changes grant status in **GMS Data Entry** module to "Grant Closed" and checks off the "Completed" box.

40. Fiscal Grant Specialist prints the GAN and the Funds Spreadsheet (two of each) on blue paper and forwards them with the grant folder to the Grants Manager for review and signature. The Grants Manager reviews the Funds Spreadsheet for balance between budget and expenditures, reports being within award period, match reported, and any other possible errors. Once reviewed the Grants Manager signs both GANs.

41. The Grants Manager returns the all paperwork to the Fiscal Grant Specialist. All documents are taken out of the grant folder and placed in a manila folder, labeled with the grant number, to denote Closed.

42. Fiscal Grant Specialist mails the GAN with original signature and Funds Spreadsheet to sub-recipient.

43. The manila folder is placed in the grant folder and given to the Control Desk Administrator (CDA). The CDA scans the bar code on the grant folder and files the manila folder in the file room.

44. Once all sub-awards under a specific funding source are closed, they are boxed in numeric order. Each box is marked with its contents and given a "destroy" date (3 years from final activity) and archived in the fiscal storage area.

**2.5    PROFESSIONAL DEVELOPMENT**

Application and database technology and software products continuously change.  The TO Contractor must ensure continuing education opportunities for the personnel provided.  This education would be associated with the technologies currently utilized by GOCCP or anticipated to be implemented by GOCCP in the near future.  With GOCCP prior approval, the time allocated to these continuing education activities for staff deployed to GOCCP on a <u>full</u>-time basis may be charged to this task order.  Actual course costs are the responsibility of the TO Contractor.

**2.6    REQUIREMENTS**

### 2.6.1    TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

The TO Contractor proposed personnel will carry out assignments from the TO Manager which will be tracked and reported. The TO Contactor, on an on-going basis, shall maintain existing Production operations and availability and shall provide the ability to support and modify application programs and database structures while utilizing structured software development techniques.

At a minimum, the work to be accomplished by the TO Contractor personnel under this TORFP shall consist of the following:

A)  Recurring Daily / Weekly / Monthly Duties – Time and Materials

**Operations & Maintenance**

**General**
1. Provide, establish, maintain and manage the current information system software and development environment in support of the requirements of this contract.
2. Provide system modifications/enhancements based on State-mandated changes, re-engineered business processes, policy changes, and improvements required by users, etc. Any system modifications/enhancements requested prior to the complete migration of the GMS system must be applied to the legacy system and integrated into the migration efforts.

**Development/Modification**
3. Modify or add functionality to any deployed GMS client or middle tier software as provided by Agency in the form of a Scope of Work.
4. Assess the need for and, if necessary, design new tables and relations for the database structure for new GMS capability.
5. Modify current database structure when needed and presented by Agency in the form of a change request, Scope of Work, or Work Order.

**Performance**
6. Perform application and database tuning, enhancing, administration and performance monitoring. This may include at a minimum:
    a. Analyzing data access patterns;
    b. Analyzing logical and physical database structures including indexes and data file distribution;
    c. Analyzing application and database instance memory usage and performance;
    d. Design of security protocols;
    e. Modifying database architecture, storage methods and application software to fine-tune the system for optimum performance; and
    f. Preparing statistical and narrative reports of system performance.

Personnel shall continuously monitor system performance and suggest system (software and hardware) upgrades as needed. System performance reports should be provided every two months or as requested by the TO Manager.

**Documentation**

7. Update and maintain any existing user documentation and manuals. Program documentation and manuals/help files shall be created and maintained using an industry-standard, vendor-neutral authoring format from which several different presentation formats (including CHM, PDF, HTML, RTF, etc.) can be generated. Updated documentation and manuals shall be distributed with each new release of the associated GMS application.
8. Assist Agency IT staff in preparation of training materials for the agency's GMS software.
9. Prepare documentation to describe new or changed processes and ensure that all aspects of the system are properly documented, including but not limited to:
    a. Network/system diagrams
    b. Technical and function specification for software
    c. Troubleshooting criteria and procedures
    d. Restart and recovery procedures
    e. Interface specifications
    f. Backup and restore procedures
    g. Scheduled process and scripts for batch jobs
    h. Installation procedures
    i. Resource requirements
    j. Release notes

**Technical Support**

10. Assist Agency IT staff in resolving data issues or problems related to the accessibility and/or functionality of the GMS.
11. Log reported problems upon receipt and monitor, control and report on each problem until it is corrected.

**System Backup**

12. Perform regularly scheduled data/system backups according to documented backup plans.

**System Upgrades (New Technology)**

13. Research, test, document and make recommendations to the TO Manager on a variety of new software, hardware, and database related technologies that could improve system performance and/or capabilities and provide recommendations about the migration and upgrade paths for various systems.
14. If necessary, coordinate the installation and implementation of new software, hardware, and database related technologies with the TO Manager.

Activities performed to support the operations and maintenance efforts may be performed on a time and materials "work order" basis as needed. Characteristics of a work order process would include:

- Written requests from the TO Contractor describing the work and estimated hours
- Agency review and approval to start each work order
- A process for approving additional hours if necessary after the work starts
- User acceptance testing by the agency prior to work order completion
- A tracking system, either existing in the agency or proposed by the TO Contractor

The TO Manager will make all final decisions regarding whether or not to proceed with tasks proposed in a work order. The TO Manager reserves the right to table any proposed task pending further discussion or further review at a later date.

B) Non-Recurring Duties – Fixed Price

**System Migration**
The TO Contractor shall migrate the existing system to Delphi 2010 or an equivalent modern platform with support for the development of secure, robust, and user-friendly desktop and web browser-based applications. **The TO Contractor must maintain existing system operations and availability throughout the entire migration process.**

**Key System Requirements/Enhancements**
- System must support all functional and procedural aspects of current production system.
- Running on the existing hardware, the system must be able to support:
  - Application Database: 50 simultaneous users
  - GMS Database: 100 simultaneous users
- All graphical interfaces must be screen-resolution independent
- System must provide the ability to enter, manipulate, and store rich-text formatted data, including support for tables and images, in selected memo data fields.
- System must incorporate an automatic and transparent update process to ensure that users are using the latest versions of the GMS software applications.
- Deployed applications must be able to connect seamlessly through firewalls. Applications should be able to facilitate communication when used in proxy server environments.
- Electronic grant application and grant reporting modules must be converted into hosted web browser-based applications and be compatible with, and accessible using, the latest versions of popular web browsers including, but not limited to, Microsoft Internet Explorer and Mozilla Firefox.

1. **Planning and Design Phase**
   i. Initial knowledge transfer to the TO Contractor from the State.

   ii. Proposed Development Environment – Statement of Work

   The TO Contractor shall propose a development environment for the migration effort. The proposed solution must list/detail the benefits of the proposed technologies (programming language(s), database management system, etc.) in terms of functionality, ease of use, speed of development, compatibility with the existing system, and prospects for future upgradability. This information must include an itemized "not to exceed cost" price list and be presented in the Proposed Solution section of the TO Proposal and, if selected, shall be formalized as a Statement of Work deliverable.

   iii. Collaboration Tool

   The Contractor shall recommend a project team collaboration tool that will be used to track and manage all work performed under this Contract. Once approved by the TO Manager, the Contractor must install and configure this tool at no cost to the State. The TO Manager must have direct access to the TO Contractor collaboration tool to perform the following activities: make updates, change status, approve/cancel work orders (if assigned), track status, and extract content directly into either Excel or as a CSV file format. Once the initial configuration of this tool is implemented, this configuration must remain throughout the duration of this contract unless there is express written approval from the TO Manager for any changes.

The TO Contractor may propose an open-source and/or free web-based collaboration tool to satisfy this requirement.

iv.    Project Management Plan

The TO Contractor shall develop a **Project Management Plan (PMP)** that includes, at a minimum, the project description and scope, development/migration strategy, work breakdown structure, detailed project schedule, issue management and resolution, and system testing, implementation, backup, and disaster recovery plans.

Guidelines for specific PMP areas are detailed below:

- Project Schedule
  The project schedule should include project deliverables, milestones, tasks, individuals responsible, hours, labor rates, and projected completion dates. Also, the project schedule must clearly identify all tasks that require GOCCP resources and the estimate level of effort in hours.

  Once the TO Manager approves the project schedule, it will become the baseline to gauge schedule variance and TO Contractor performance for all project activities.

- System Testing
  The TO Contractor shall develop, document, and employ a detailed, systematic strategy for system and user testing. This testing must address, at a minimum, the:
    - Accuracy and completeness of all data entry, processing, and results
    - System performance to include stress testing and response times
    - System stability including mechanisms to document and fix errors

  The TO Contractor will work with GOCCP to obtain testing criteria and to determine the completeness and accurateness of test results.

- System Implementation
  The TO Contractor shall describe plans for implementing the migrated applications including a brief description of the major tasks involved, resources needed to support the implementation effort (such as hardware, software, facilities, materials, and personnel), and roll-out approach.

- Backup
  The TO Contractor shall propose and document procedures to ensure that all components of the GMS are properly backed up. Procedures should specify backup frequency based on data criticality and the frequency that new data is introduced. Backups should occur daily (at a minimum). Backup procedures should designate the location of stored data, retrieval procedures, backup test procedures, file-naming conventions, media rotation frequency, method for transporting data off-site, and a description of off-site storage facility. The TO Contractor shall maintain the backup media at an offsite storage facility at least 25 miles from the production site(s).

  The following should be included in the backups located off-site:

- Copy of IT Disaster Recovery Plan
- Data files (e.g., daily, weekly, monthly, etc.)
- Program files and source code
- Procedures
- Software licenses

- Disaster Recovery

    The TO Contractor shall provide the State with a detailed Disaster Recovery Plan and shall provide disaster recovery services in accordance with the Statewide Security Policy identified in Section 2.8. This plan shall cover a variety of likely disaster situations and may include various options for response based upon the type of disaster. This plan will also include the necessary steps required to restore the GMS operation back to "Pre-Disaster" status.

- Application Consolidation Plan

    In an effort to minimize redundant functionality, streamline the application deployment process, and allow for better overall management of the system, GOCCP seeks to consolidate existing GMS applications where appropriate. The TO Contractor shall describe plans to consolidate applications that will support these goals without sacrificing system functionality. This plan shall define the existing applications that will combined and the technical/functional benefits that such an effort will provide.

    For example, the TO Contractor may suggest combining the GMS Data Entry and Reports into a single application.

    This information should be presented in the Proposed Solution Section of TO Proposal and, if selected, shall be formalized as a component of the Project Management Plan.

2. **Application Development and Implementation – Phase I**

    a. Deployed Applications

    The TO Contractor shall develop, test, and implement the External (Thin Client) application module(s), defined in section 2.4.4.2 External (Thin Client) Applications, according to the System Implementation and Application Consolidation sections of the approved Project Management Plan. These applications include the:

    - Electronic Grant Application;
    - Electronic Grant Reporting; and
    - Middleware software to facilitate data communication between these modules and the web server/database  (if necessary)

    These applications must be converted into hosted web browser-based applications and be compatible with, and accessible using, the latest versions of popular web browsers including, but not limited to, Microsoft Internet Explorer and Mozilla Firefox.

    This phase may include installation and configuration of production hardware, system software, application software, utilities and tools. The Contractor must

provide the technical support required to transition from the Test environment to the Production environment. This includes setup, configuration, and population of the production databases (if necessary). The Contractor shall provide onsite technical support services to Agency technical staff to assist in production environment setup and configuration.

The TO Manager will sign-off on delivery of the system upon the completion of 30 days of satisfactory system performance in the production environment.

b. System Manuals

User Manual - The TO Contractor shall modify/update existing user manuals for the migrated applications. This deliverable will provide users with detailed information about how to use the application. It will be scenario-based and will use graphics and text to walk users through accomplishing all capabilities within the application.

Administrator Guide – The TO Contractor shall develop an Administrator Guide. This deliverable will provide system administrators with detailed information on how to operate and maintain the application.

c. System Source Code

Upon successful application deployment, the TO Contractor shall provide the project source code of all migrated applications in the native format of the development environment used. GOCCP also reserves the right to request code in plain-text format.

3. **Application Installation and Deployment – Phase II**

a. Deployed Applications

The TO Contractor shall develop, test, and implement the (internal) application module(s), defined in section 2.4.4.1 Internal GMS Applications, according to the System Implementation and Application Consolidation sections of the approved Project Management Plan. These application modules include the:

- GMS Data Entry
- GMS Reports
- GMS Administration
- Application Management
- CalcSummaryData.exe
- Grant Paper File Management Utility

This phase may include installation and configuration of production hardware, system software, application software, utilities and tools. The Contractor must provide the technical support required to transition from the Test environment to the Production environment. This includes setup, configuration, and population of the production databases (if necessary). The Contractor shall provide onsite technical support services to Agency technical staff to assist in production environment setup and configuration.

The TO Manager will sign-off on delivery of the system upon the completion of 30 days of satisfactory system performance in the production environment.

b. System Manuals

User Manual - The TO Contractor shall modify/update existing user manuals for the migrated applications. This deliverable will provide users with detailed information about how to use the application. It will be scenario-based and will use graphics and text to walk users through accomplishing all capabilities within the application.

Administrator Guide – The TO Contractor shall develop an Administrator Guide. This deliverable will provide system administrators with detailed information on how to operate and maintain the application.

c. System Source Code

Upon successful application deployment, the TO Contractor shall provide the project source code of all migrated applications in the native format of the development environment used. GOCCP also reserves the right to request code in plain-text format.

## 2.6.2 WORK HOURS

A) The TO Contractor's assigned personnel shall work an eight-hour day (8:00 AM to 5:00 PM), Monday through Friday except for State holidays.

B) Services may also involve some evening and/or weekend hours performing planned system upgrades in addition to core business-day hours. Hours performing system upgrades would be billed on actual time worked at the rates proposed.

## 2.6.3 SERVICE LEVEL AGREEMENT

The TO Contractor shall address system issues relating to software, system, and backup services according to predefined service levels. The State has the authority to establish and modify the priorities.

When an issue arises, the TO Manager shall gauge and classify the severity of the situation based on impact to normal business functions. The TO manager, or designated GOCCP IT Staff member, shall contact the TO Contractor via e-mail or phone for assistance and issue resolution. Based on the severity of an issue, the Contractor shall provide responses and support based on the following Service Level Agreement (SLA), with services available Monday through Friday from 8:00 AM to 5:00 PM, Eastern Time:
- **Urgent** (system outage or critical functionality inaccessible): Response within 1 hour of initial contact.
- **High** (portions of the system inaccessible): Response within 4 hours of initial contact.
- **Normal**: Response within 1 business day of initial contact
- **Low**: Response within 1 business day of initial contact

The TO Contractor must provide details as to the support model which will facilitate this task (i.e. first contact, back-up contact, phone numbers).

The TO Contractor must also propose and document the means by which system issues, discovered independently by the TO Contractor, will be documented, communicated to the TO Manager, and addressed.

### 2.6.4    PERFORMANCE EVALUATION

TO Contractor personnel will be evaluated by the TO Manager on a quarterly basis for each assignment performed during that period.  The established performance evaluation and standards are included as Attachment 11: Contractor Performance Evaluation. Performance issues identified by the agency are subject to the mitigation process described in Section 2.6.5 below.

### 2.6.5    PERFORMANCE PROBLEM MITIGATION

In the event the agency is not satisfied with the performance of TO Contractor personnel, the mitigation process is as follows.  The TO Manager will notify the TO Contractor in writing describing the problem and delineating remediation requirements.  The TO Contractor will have three business days to respond with a written remediation plan. The plan will be implemented immediately upon acceptance by the TO Manager.  Should performance issues persist, the TO Manager may give written notice or request immediate removal of the individual whose performance is at issue. Replacement of TO Contractor personnel is subject to the review and approval process described in Section 2.6.6 below.

### 2.6.6    SUBSTITUTION OF PERSONNEL

The substitution of personnel procedures is as follows.  The TO Contractor may not substitute personnel without the prior approval of the agency.  To replace any personnel, the TO Contractor shall submit resumes of the proposed personnel specifying their intended approved labor category.  All proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel and must be approved by the TO Manager.  The TO Manager shall have the option to interview the proposed substitute personnel.  After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.

In the event of staff replacement for any reason, the TO Contractor is responsible for providing the knowledge transfer to the approved replacement staff resource. This knowledge transfer shall be performed at no additional cost to GOCCP. Frequent staff replacements may result in termination of this contract.

### 2.6.7    BACKUP / DISASTER RECOVERY

*Current Procedure*
GOCCP currently has a procedure in place for performing daily full backups of the Application and GrantMgt databases. Backups, configured to run automatically as scheduled tasks, are performed by executing a batch file which invokes the Firebird database management system's native backup command. These backups are stored on a separate hard drive on the respective servers and are periodically burned to DVD.

### 2.6.8    HARDWARE, SOFTWARE, AND MATERIALS

The TO Contractor is required to develop and maintain development and test environments using their own hardware and system development tools at no cost to the State. The test environment shall accurately model the production environment in size and scope and will serve as the basis for system and user testing. The TO Contractor shall provide the TO Manager with remote access to this test environment.

The TO Contractor is responsible for purchasing and/or licensing any hardware/software to be used by the TO Contractor for this project. All development must be done using tools that permit royalty-free unlimited distribution of deliverable modules.

GOCCP will provide the following information technology for use in performing tasks as required:
- Any available system documentation
- Program code and database schemas

- Remote VPN access to the GMS system if needed

## 2.6.9   END OF CONTRACT TRANSITION

a.  The TO Contractor shall support requested activities for technical, business, and administrative support to ensure effective and efficient end-of-contract transition to the State or another State agent. Examples of these activities include a final project debriefing meeting, organization and hand-off of project materials, documentation, electronic media, any final reports, updated work plans, and final invoices. The TO Contractor shall ensure that all necessary knowledge and materials for the tasks completed is transferred to the custody of State personnel.

b.  Near the end of the TO Contract, at a time requested by the State, the TO Contractor shall support end-of-contract transition efforts with technical, project, and contract support.

c.  An updated Transition Plan is due within 60 days of being notified by the TO Contract Manager of a final contract end date. The transition plan shall include:
    i.   Any staffing concerns/issues;
    ii.  Communications between the TO Contractor and the TORFP Contract Manager;
    iii. Security and system access: review and closeout as needed;
    iv.  Any hardware/software and telecommunications requirements and setup, other general office needs;
    v.   Any final training/orientation of GOCCP staff or another State agent's staff;
    vi.  Knowledge transfer:
         1.  Ensure there is a working knowledge of the GMS' environment as well as the general business practices of the State;
         2.  Review with State the procedures and practices that support the business process and system;
         3.  Ensure the working knowledge of all technical and functional matters associated with the GMS, its system architecture, data file structure, system interfaces, any batch programs, and any hardware or software tools utilized in the performance of this TO Contract;
         4.  Provide a document that lists and describes all hardware and software tools utilized in the performance of this TO Contract;
         5.  Ensure the State has a working knowledge of various utilities and corollary software products used in support and operation of the system; and
         6.  Ensure the State has a working knowledge of all processes and procedures, both functional and technical, concerning all the GMS interfaces.
    vii.  Completion of tasks and any unfinished work plan items;
    viii. Ensure the State has a working knowledge of any and all ongoing operational and maintenance readiness;
    ix.   Provide for the development and content of a checklist to document the State's readiness;
    x.    Demonstrate and document team readiness, allowing them to move into any follow-on phase such as maintenance;
    xi.   Document any risk factors and suggested solutions;
    xii.  Status reporting and meetings;
    xiii. Timing of transition;
    xiv.  All documentation including Project library and data is current and complete with a hard and soft copy in a format prescribed by the TO Manager; and
    xv.   Copies of current daily and weekly back-ups as of the final date of transition back to the State or State's Agent, but no later than the final date of the TO Contract.

### 2.7 DELIVERABLES

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with Microsoft Office 2003 and/or Visio 2002.

Drafts of all final deliverables are required at least two weeks in advance of when all final deliverables are due; this will provide the TO Manager with an opportunity to thoroughly review proposed deliverables. The TO Manager reserves the right to modify and/or propose changes to draft deliverables.

Written deliverables defined as draft documents must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but must:
- Be presented in a format appropriate for the subject matter and depth of discussion.
- Be organized in a manner that presents a logical flow of the deliverable's content.
- Represent factual information reasonably expected to have been known at the time of submittal.
- Present information that is relevant to the Section of the deliverable being discussed.
- Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance.

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 13). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within thirty (30) days in the applicable invoice format (Reference 2.6 Invoicing).

A written deliverable defined as a final document must satisfy the scope and requirements of this TORFP for that deliverable. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and must:
- Be presented in a format appropriate for the subject matter and depth of discussion.
- Be organized in a manner that presents a logical flow of the deliverable's content.
- Represent factual information reasonably expected to have been known at the time of submittal.
- Present information that is relevant to the Section of the deliverable being discussed.

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

### 2.7.1  DELIVERABLE DESCRIPTIONS

#### A) <u>Operations and Maintenance</u>

1. **Personnel**
   The TO Contractor shall be responsible for providing, on a continual basis for all assigned tasks, the personnel required to satisfactorily perform the services stated in this TORFP within the timeframe required as specified by the TO Manager.
2. **Monthly Status Report**

TO Contractor personnel shall submit monthly status reports to the TO Manager. The status reports shall be submitted on or before the fifteenth day of the month following the reporting period and shall contain, as a minimum, the following information:

- Date submitted
- TO title and number
- Agency name and contact information (TO Manager)
- TO Contractor name and contact information
- Work performance month and year
- Recurring tasks completed during the month (See Section 2.6.1 A)
- Non-recurring (work order based) tasks completed during the month (See Section 2.6.1 B)
- Status of open work orders
- Hours per task and total hours
- Status of any associated deliverables
- Outstanding issues and resolution status
- Tasks planned for the subsequent period

3. **Code, Diagrams, and Documentation**

   At the request of the TO Manager, the TO Contractor shall provide all code, diagrams, and system documentation created or changed for the project.

## B) <u>System Upgrade/Migration</u>

| Section Reference | Deliverable | Due Date |
|---|---|---|
| **2.6.1.B.1**<br>**Planning and Design Phase** | 1. Proposed Development Environment – Statement of Work<br>2. Installation and Configuration of Collaboration Tool<br>3. Project Management Plan | 1. NTP + 10 days<br>2. NTP + 15 days<br>3. NTP + 30 days |
| **2.6.1.B.2**<br>**Application Development and Implementation – Phase I** | 1. Deployment of web-browser based grant application and reporting modules.<br>2. User Manual and Administrator Guide<br>3. System source code | NTP + 6 months |
| **2.6.1.B.3**<br>**Application Development and Implementation – Phase II** | 1. Deployment of migrated/upgraded internal GMS applications.<br>2. User Manual and Administrator Guide<br>3. System source code | NTP + 12 months |

## 2.8 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. The following policies, guidelines and methodologies can be found at http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx under "Policies and Guidance." These may include, but are not limited to:

- The State's System Development Life Cycle (SDLC) methodology

- The State Information Technology Security Policy and Standards
- The State of Maryland Enterprise Architecture.

The Contractor shall follow the project management methodologies that are consistent with the Project Management Institute's Project Management Body of Knowledge Guide. The Contractor's staff and subcontractors are to follow a consistent methodology for all project activities.

## 2.9   TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory.  The Master Contractor's staff must demonstrate expertise in the following:

At least five (5) years experience developing database client software using a high-level programming language which supports the development of secure, robust, and user-friendly desktop and web browser-based applications. Personnel shall possess the ability to migrate legacy systems to a modern platform/development environment.

At least three (3) years experience working with the Firebird, or equivalent SQL-based, database server supporting stored procedures and transactions. Personnel must have knowledge and experience with database architecture, design, development and best practices including high availability, disaster recovery, normalization to third normal form, query optimization, logical models, physical models, referential integrity, domain integrity, etc.

At least three (3) years of experience in preparing and editing technical documents including, but not limited to, data flow diagrams, entity relationship diagrams, work flow diagrams, logical and physical database design diagram, and technical and user manuals

## 2.10   TO CONTRACTOR EXPERTISE REQUIRED

The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein.  The Master Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services.

**Experience with government grant processes is preferable.**

## 2.11   INVOICE SUBMISSION

Invoices will be submitted by the TO Contractor on a monthly basis by the 15th business day of each month for all work completed in the previous month.  Invoices for Operations & Maintenance (O & M) work should be submitted within the first 5 business days of each month for the work performed in the previous month.  Invoices submitted more than 30 calendar days late, will be reduced  by 10% and will continue to be reduced every subsequent 30 calendar days until submitted.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS II Master Contract.  Proper invoices for payment shall contain the TO Contractor's Federal Employer Identification Number (FEIN), as well as the information described below, and must be submitted to the TO Manager for payment approval.

### 2.11.1   INVOICE FORMAT

A) A proper invoice shall identify the Governor's Office of Crime Control & Prevention, labor category, associated TOA number, date of invoice, period of performance covered by the

invoice, and a TO Contractor point of contact with telephone number.

B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees, including detail of work hours) submitted for payment to GOCCP at the following address:

> Governor's Office of Crime Control & Prevention
> Attn: Shane Houghton, Director of Information Technology
> 300 East Joppa Road, Suite 1105
> Towson, MD 21286

C) Proper 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 TOA.  In no event shall any invoice be submitted later than 60 calendar days from the TOA termination date.

## 2.11.2  MBE PARTICIPATION REPORTS

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS II Master Contract by the 15th day of each month.  The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to GOCCP at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to GOCCP.  GOCCP will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements.  The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Procurement Officer and TO Manager.

## SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

### 3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS II TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal; or 2) a completed Master Contractor Feedback form. The feedback form helps the State understand for future contract development why Master Contractors did not submit proposals. The form is accessible via your CATS II Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

### 3.2 FORMAT

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements of this CATS II TORFP. The TO Proposal shall provide the following:

### 3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE:

A) Proposed Services

1) Requirements: A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.
3) Risk Assessment: An assessment of any risks inherent in the work requirements and actions to mitigate these risks.
4) Proposed Solution: A description of the Master Contactor's proposed solution to accomplish the specified work requirements with a specific focus on the tools and technologies that will be used to migrate the existing system to Delphi 2010 or an equivalent modern platform with support for the development of secure, robust, and user-friendly desktop and web browser-based applications within the required timeframe (as specified in section 2.7.1.B.4 of this TORFP). The proposed solution must list/detail the benefits of the proposed technologies (programming language(s), database management system, etc.) in terms of functionality, ease of use, speed of development, compatibility with the existing system, and prospects for future upgradability. The solution should also include a proposed timeline for the migration/upgrade efforts. Additionally, the proposal must also clarify how the Master Contractor will fulfill the MBE requirement and meet SLA (Service Level Agreement) time requirements.
5) Draft Work Breakdown Structure (WBS): A matrix or table that shows a break down of the tasks required to complete the requirements in Section 2 - Scope of Work with specific emphasis on the system upgrade/migration efforts. The WBS should reflect the chronology of tasks without assigning specific time frames or start / completion dates. The WBS may include tasks to be performed by the State or third parties as appropriate, for example, independent quality assurance tasks. Tasks should be combined in logical categories/classifications that span, at most, 40 hour increments.
6) Draft Project or Work Schedule: A Gantt or similar chart containing tasks and estimated time frames for completing the requirements in Section 2 - Scope of Work with specific emphasis on the system upgrade/migration efforts. The final schedule should come later as a deliverable, integrated into and tracked via the proposed collaboration tool, under the TO after the TO Contractor has had opportunity to develop realistic estimates. The Project or Work Schedule may include tasks to be performed by the State or third parties as appropriate.

B) Proposed Personnel

1) Identify and provide resumes for all proposed personnel by labor category.

2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in Section 2.9.
3) Complete and provide at the interview, Attachment 5 – Labor Classification Personnel Resume Summary.
4) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TOA.

C) MBE Participation

1) Submit completed MBE documents Attachment 2 - Forms D-1 and D-2.

D) Subcontractors

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

E) Master Contractor and Subcontractor Experience and Capabilities

1) Provide three examples of work assignments that the proposed personnel have completed that were similar in scope to the one defined in this TORFP. Each of the three examples, to be provided at the interview, must include a reference complete with the following:

    a) Name of organization.
    b) Name, title, and telephone number of point-of-contact for the reference.
    c) Type and duration of contract(s) supporting the reference.
    d) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
    e) Whether the proposed personnel are still providing these services and, if not, an explanation of why services are no longer provided to the client organization.

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 government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:

    a) The State contracting entity,
    b) A brief description of the services/goods provided,
    c) The dollar value of the contract,
    d) The term of the contract,
    e) Whether the contract was terminated prior to the specified original contract termination date,
    f) Whether any available renewal option was not exercised,
    g) The State employee contact person (name, title, telephone number and e-mail address.

    This information will be considered as part of the experience and past performance evaluation criteria in the TORFP.

F) State Assistance

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

G) Confidentiality

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

provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland.  Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

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

A)   A description of any assumptions on which the Master Contractor's Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal).

B)   Completed Financial Proposal - Attachment 1 including:

The Master Contractor should indicate on Attachment 1 the appropriate Labor Category being proposed, and the Fixed Hourly Labor Category Rate.  Proposed rates are fully loaded and not to exceed the rates defined in the Master Contract.

## SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT

### 4.1    EVALUATION CRITERIA

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

### 4.2    TECHNICAL CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance:

- The Master Contractor's proposed solution and understanding of the TORFP Scope of Work based on the required response in Section 3.2.1.A.1.
- Personnel experience required in Section 3.2.1.B.

### 4.3    SELECTION PROCEDURES

4.3.1    TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2.9 and quality of responses to Section 3.2.1 of the TORFP.  Master Contractor proposals that fail to meet the minimum qualifications will be deemed not reasonably susceptible for award, i.e., disqualified and their proposals eliminated from further consideration.

4.3.2    TO Proposals deemed technically qualified will have their financial proposal considered.  All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.

4.3.3    The State will conduct interviews of all personnel proposed in each TO Proposal that meets minimum qualifications.

4.3.4    Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.

4.3.5    The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment.  In making this selection, technical merit has greater weight than price.

### 4.4    COMMENCEMENT OF WORK UNDER A TO AGREEMENT

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

## ATTACHMENT 1A - SAMPLE PRICE PROPOSAL

PRICE PROPOSAL FOR CATS II TORFP # DEXB0400017
## OPERATIONS & MAINTENANCE

| Labor Categories | A Hourly Labor Rate | B Total Class Hours Annually | C Total Proposed CATS II TORFP Price |
|---|---|---|---|
| **Year 1** | | | |
| Sr. Computer Specialist | $ | 135 | $ |
| Applications Programmer | $ | 780 | $ |
| Senior Database Management Specialist | $ | 390 | $ |
| Testing Specialist | $ | 135 | $ |
| Technical Writer/Editor | $ | 135 | $ |
| | | **Year 1 Total** | **$** |
| **Year 2** | | | |
| Sr. Computer Specialist | $ | 175 | $ |
| Applications Programmer | $ | 1040 | $ |
| Senior Database Management Specialist | $ | 520 | $ |
| Testing Specialist | $ | 175 | $ |
| Technical Writer/Editor | $ | 175 | $ |
| | | **Year 2 Total** | **$** |
| **Year 3** | | | |
| Sr. Computer Specialist | $ | 175 | $ |
| Applications Programmer | $ | 1040 | $ |
| Senior Database Management Specialist | $ | 520 | $ |
| Testing Specialist | $ | 175 | $ |
| Technical Writer/Editor | $ | 175 | $ |
| | | **Year 3 Total** | **$** |
| **Year 4   (to 5/31/2014)** | | | |
| Sr. Computer Specialist | $ | 145 | **$** |
| Applications Programmer | $ | 865 | **$** |
| Senior Database Management Specialist | $ | 435 | **$** |
| Testing Specialist | $ | 145 | **$** |
| Technical Writer/Editor | $ | 145 | **$** |
| | | **Year 4 Total** | **$** |
| | | **Total Evaluated Price** | **$** |

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower, and must include all direct and indirect costs and profit for the Master Contractor to perform under the TOA.  The total hours listed above are to be considered as estimated only and not to be construed as a guaranteed billable hours. Actual hours will be compensated at the total number of hours performed.

**ATTACHMENT 1B - SAMPLE PRICE PROPOSAL**

PRICE PROPOSAL FOR CATS II TORFP # DEXB0400017
**SYSTEM MIGRATION**

| IDENTIFICATION | DELIVERABLE | PROPOSED PRICE |
|---|---|---|
| **2.6.1.B.1** | Planning and Design Phase | $ |
| **2.6.1.B.2** | Application Development and Implementation – Phase I | $ |
| **2.6.1.B.3** | Application Development and Implementation – Phase II | $ |
| | **Total Evaluated Price** | $ |

PRICE PROPOSAL FOR CATS II TORFP # DEXB0400017
**SUMMARY**

| DESCRIPTION | TOTAL COST |
|---|---|
| SYSTEM MIGRATION (Total from Attachment 1B) | $ |
| OPERATIONS & MAINTENCE (Total from Attachment 1A) | $ |
| **GRAND TOTAL** | **$** |

Authorized Individual Name                           Company Name

Title                                                Company Tax ID #

**SUBMIT WITH THE FINANCIAL RESPONSE**

# ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

## TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

### CATS II TORFP # DEXB0400017

These instructions are meant to accompany the customized reporting forms sent to you by the TO Manager. If, after reading these instructions, you have additional questions or need further clarification, please contact the TO Manager immediately.

As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.

The TO Contractor must complete a separate Form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15th of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.

The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form D-6. The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.

4. It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15th of each month, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 1**

Certified MBE Utilization and Fair Solicitation Affidavit

**This document shall be included with the submittal of the Offeror's TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the Offeror's TO Proposal is not reasonably susceptible of being selected for award.**

In conjunction with the offer submitted in response to TORFP No. DEXB0400017, I affirm the following:

1.  I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of ___ percent and, if specified in the TORFP, sub-goals of ____ percent for MBEs classified as African American-owned and ____ percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

                                                OR

    After having made a good faith effort to achieve the MBE participation goal, I conclude that I am unable to achieve it. Instead, I intend to achieve an MBE goal of _____percent and request a waiver of the remainder of the goal. If I am selected as the apparent TO Agreement awardee, I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.

I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment 2 - Form D-2) with the proposal.

I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.

I understand that if I am notified that I am the apparent TO Agreement awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.

     (a)     Outreach Efforts Compliance Statement  (Attachment D-3)
     (b)     Subcontractor Project Participation Statement (Attachment D-4)
     (c)     MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
     (d)     Any other documentation required by the TO Procurement Officer to ascertain offeror's responsibility in connection with the certified MBE participation goal.

    If I am the apparent TO Agreement awardee, I acknowledge that if I fail to return each completed document within the required time, the TO Procurement Officer may determine that I am not responsible and therefore not eligible for TO Agreement award. If the TO Agreement has already been awarded, the award is voidable**.**

In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.

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


_____        _____

Offeror Name                                           Signature of Affiant


_____        _____

Address                                                Printed Name, Title


_____

_____

_____

_____

Date


SUBMIT AS A .PDF FILE WITH TO RESPONSE

**FORM D – 2**

**Minority Business Enterprise Participation Schedule**

This document shall be included with the submittal of the TO Proposal.  If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the TO Proposal is not reasonably susceptible of being selected for award.

| TO Prime Contractor (Firm Name, Address, Phone) | Task Order Description |
|---|---|
| **Task Order Agreement Number DEXB0400017** | |
| List Information For Each Certified MBE Subcontractor On This Project | |
| Minority Firm Name | MBE Certification Number |
| Work To Be Performed/SIC | |
| Percentage of Total Contract | |
| Minority Firm Name | MBE Certification Number |
| Work To Be Performed/SIC | |
| Percentage of Total Contract | |
| Minority Firm Name | MBE Certification Number |
| Work To Be Performed/SIC | |
| Percentage of Total Contract | |

**USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED**
**SUMMARY**

**TOTAL MBE PARTICIPATION:**                                                    **%**
**TOTAL WOMAN-OWNED MBE PARTICIPATION:**                          **%**
**TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:**         **%**

Document Prepared By: (please print or type)
Name:_____ Title:_____

# ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

## FORM D – 2

### Minority Business Enterprise Participation Schedule (Continued)

| List Information For Each Certified MBE Subcontractor On This Project | |
|---|---|
| Minority Firm Name | MBE Certification Number |
| Work To Be Performed/SIC | |
| Percentage of Total Contract | |
| Minority Firm Name | MBE Certification Number |
| Work To Be Performed/SIC | |
| Percentage of Total Contract | |
| Minority Firm Name | MBE Certification Number |
| Work To Be Performed/SIC | |
| Percentage of Total Contract | |
| Minority Firm Name | MBE Certification Number |
| Work To Be Performed/SIC | |
| Percentage of Total Contract | |
| Minority Firm Name | MBE Certification Number |
| Work To Be Performed/SIC | |
| Percentage of Total Contract | |
| Minority Firm Name | MBE Certification Number |
| Work To Be Performed/SIC | |
| Percentage of Total Contract | |

SUBMIT AS A .PDF FILE WITH TO RESPONSE

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 3**

**Outreach Efforts Compliance Statement**

In conjunction with the bid or offer submitted in response to TORFP # DEXB0400017, I state the following:

2.    Offeror identified opportunities to subcontract in these specific work categories:

Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.

Offeror made the following attempts to contact personally the solicited MBEs:

☐ Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.

    (DESCRIBE EFFORTS)

    ☐ This project does not involve bonding requirements.

☐ Offeror did/did not attend the pre-proposal conference

    ☐ No pre-proposal conference was held.

_____    By:    _____
Offeror Name                                     Name

_____         _____
Address                                         Title

                                               _____
                                               Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 4**

**Subcontractor Project Participation Statement**

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE

Provided that _____ is awarded the TO Agreement in
     (Prime TO Contractor Name)
conjunction with TORFP  No. <u>DEXB0400017</u>, it and _____,
         (Subcontractor Name)
<u>MDOT Certification No.        </u>, intend to enter into a contract by which the subcontractor shall:

(Describe work to be performed by MBE):
_____

_____

_____

_____

_____

   ☐  No bonds are required of Subcontractor
   ☐  The following amount and type of bonds are required of Subcontractor:

By:         By:

_____ _____
Prime Contractor Signature   Subcontractor Signature


_____ _____
Name         Name


_____ _____
 Title         Title


_____ _____
Date         Date


SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 5**

**Minority Business Enterprise Participation TO Contractor Paid/Unpaid Invoice Report**

| | |
|---|---|
| Report #: _____<br><br>Reporting Period (Month/Year):<br>    _____<br><br>**Report is due by the 15<sup>th</sup> of the following month.** | CATS II TORFP # DEXB0400017<br>Contracting Unit _____<br>Contract Amount_____<br>MBE Sub Contract Amt_____<br>Contract Begin Date_____<br>Contract End Date_____<br>Services Provided_____ |

| | | |
|---|---|---|
| Prime TO Contractor: | Contact Person: | |
| Address: | | |
| City: | State: | ZIP: |
| Phone: | FAX: | |
| Subcontractor Name: | Contact Person: | |
| Phone: | FAX: | |
| Subcontractor Services Provided: | | |
| **List all unpaid invoices over 30 days old received from the MBE subcontractor named above:**<br><br>**1.**<br><br>**2.**<br><br>**3.**<br><br>**Total Dollars Unpaid:  $_____** | | |

\*\*If more than one MBE subcontractor is used for this contract, please use separate forms.
**Return one copy of this form to the following address:**

| | |
|---|---|
| (TO MANAGER OF APPLICABLE POC<br>    NAME, TITLE)<br>(AGENCY NAME)<br>(ADDRESS, ROOM NUMBER)<br>(CITY, STATE ZIP)<br>(EMAIL ADDRESS) | (TO PROCUREMENT OFFICER OR APPLICABLE POC<br>    NAME, TITLE)<br>(AGENCY NAME)<br>(ADDRESS, ROOM NUMBER)<br>(CITY, STATE ZIP)<br>(EMAIL ADDRESS) |

Signature:_____ Date:_____
SUBMIT AS REQUIRED IN  TO CONTRACTOR MBE REPORTING REQUIREMENTS

# ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

## FORM D – 6

### Minority Business Enterprise Participation Subcontractor Paid/Unpaid Invoice Report

<table>
<tr>
<td>
Report #: _____<br><br>
Reporting Period (Month/Year): __/_____<br><br>
<strong>Report Due By the 15<sup>th</sup> of the following Month.</strong>
</td>
<td>
CATS II TORFP #DEXB0400017<br>
Contracting Unit _____<br>
Contract Amount_____<br>
MBE Sub Contract Amt_____<br>
Contract Begin Date_____<br>
Contract End Date_____<br>
Services Provided_____
</td>
</tr>
</table>

| | | |
|---|---|---|
| MBE Subcontractor Name: | | |
| MDOT Certification #: | | |
| Contact Person: | | |
| Address: | | |
| City: | State: | ZIP: |
| Phone: | FAX: | |

Subcontractor Services Provided:

| List all payments received from Prime TO Contractor during reporting period indicated above. | List dates and amounts of any unpaid invoices over 30 days old. |
|---|---|
| 1. | 1. |
| 2. | 2. |
| 3. | 3. |
| **Total Dollars Paid: $_____** | **Total Dollars Unpaid: $_____** |

| | |
|---|---|
| Prime TO Contractor: | Contact Person: |

**Return one copy of this form to the following address:**

| | |
|---|---|
| (TO MANAGER OF APPLICABLE POC NAME, TITLE)<br>(AGENCY NAME)<br>(ADDRESS, ROOM NUMBER)<br>(CITY, STATE ZIP)<br>(EMAIL ADDRESS) | (TO PROCUREMENT OFFICER OR APPLICABLE POC NAME, TITLE)<br>(AGENCY NAME)<br>(ADDRESS, ROOM NUMBER)<br>(CITY, STATE ZIP)<br>(EMAIL ADDRESS) |

Signature:_____ Date:_____

Submit as required in TO Contractor MBE Reporting Requirements

**ATTACHMENT 3 - Task Order Agreement**

**CATS II TORFP # DEXB0400017 OF MASTER CONTRACT # 060B9800035**

This Task Order Agreement ("TO Agreement") is made this day of Month, 200X by and between MASTER CONTRACTOR and the STATE OF MARYLAND, TO Requesting Agency.

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

1.   Definitions.  In this TO Agreement, the following words have the meanings indicated:

   a.   "Agency" means the TO Requesting Agency, as identified in the CATS II TORFP # DEXB0400017.

   b.   "CATS II TORFP" means the Task Order Request for Proposals # DEXB0400017, dated MONTH DAY, YEAR, including any addenda.

   c.   "Master Contract" means the CATS II Master Contract between the Maryland Department of Information Technology and MASTER CONTRACTOR dated _____.

   d.   "TO Procurement Officer" means TO Procurement Officer.  The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.

   e.   "TO Agreement" means this signed TO Agreement between the TO Requesting Agency and MASTER CONTRACTOR.

   f.   "TO Contractor" means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is _____.

   g.   "TO Manager" means TO Manager of the Agency.  The Agency may change the TO Manager at any time by written notice to the TO Contractor.

   h.   "TO Proposal - Technical" means the TO Contractor's technical response to the CATS II TORFP dated date of TO Proposal – Technical.

   i.   "TO Proposal – Financial" means the TO Contractor's financial response to the CATS II TORFP dated date of TO Proposal - FINANCIAL.

   j.   "TO Proposal" collectively refers to the TO Proposal – Technical and TO Proposal – Financial.

2.   Scope of Work

2.1.   This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.

2.2   The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS II TORFP.  These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference.  If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern.  If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:

   a.   The TO Agreement,

   b.   Exhibit A – CATS II TORFP

   c.   Exhibit B – TO Proposal-Technical

   d.   Exhibit C – TO Proposal-Financial

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

3. Time for Performance.

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS II TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of _____, commencing on the date of Notice to Proceed and terminating on MONTH DAY, YEAR.

4. Consideration and Payment

4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS II TORFP and shall not exceed the total amount of the task order. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.

4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS II TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.

4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.
.
4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

TO CONTRACTOR NAME


_____          _____
By:  Type or Print TO Contractor POC                         Date


Witness: _____

STATE OF MARYLAND, <mark>TO Requesting Agency</mark>

_____          _____

By: <mark>insert name</mark>, TO Procurement Officer          Date

Witness: _____

**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)


SUBMIT AS A .PDF FILE WITH TECHNICAL RESPONSE

## ATTACHMENT 5 - Labor Classification Personnel Resume Summary

<u>INSTRUCTIONS:</u>

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B9800035.

2. Only labor categories proposed in the Master Contractors Technical proposal may be proposed under the CATS II TORFP process.

3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. The summary is required at the time of the interview.

   For example: If you propose John Smith who is your subcontractor and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as 3 months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement.

4. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.

5. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.

6. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

## ATTACHMENT 5
### LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY
### (CONTINUED)

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

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

**Contractor's Contract Administrator:**

_____        _____
Signature                                                                    Date

**Proposed Individual:**

_____        _____
Signature                                                                    Date

SUBMIT WITH TO RESPONSE
SIGNATURE REQUIRED AT THE TIME OF THE INTERVIEW

**ATTACHMENT 6 - Directions to the Pre-TO Proposal Conference**

## Directions to Maryland Department of Transportation Headquarters

From the South

From I-97 take MD 100 West to MD 170 North.  Take MD 170 North to Stoney Run      Take the ramp that veers to the right. Make a left at the top of the ramp and cross over MD 170. Proceed to the next light this will be the New Ridge Road intersection, turn right Corporate Center Drive begins.  MDOT Headquarters is ¾ mile on the right side of the road. Visitor parking is to the left.

From the North

From I-95 or BW Parkway take I-195 to MD 170 South to Stoney Run. Turn left at the light. Make a left at the top of the ramp and cross over MD 170. Proceed to the next light this will be the New Ridge Road intersection, turn right Corporate Center Drive begins.  MDOT Headquarters is ¾ mile on the right side of the road. Visitor parking is to the left.

Marc Train Service

Ride the Marc Penn Line Train from both the South and North and exit at the BWI Marc Train Station. When you exit the train follow directions to the crossover (tracks) and you will find an exit door on the second floor leading to a pedestrian bridge. This pedestrian bridge will carry you (1600 ft.)  to MDOT

Light Rail Service

Ride the light rail from the North to the BWI Airport Station. There is shuttle service from the BWI Airport to BWI Marc Train Station. Take the crossover (tracks) and on the second floor there is an exit to the Pedestrian Bridge for MDOT. This pedestrian bridge will carry you (1600 ft.)  to MDOT

# ATTACHMENT 7 - NON-DISCLOSURE AGREEMENT (OFFEROR)

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

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS II TORFP # DEXB0400017 for TORFP Title.  In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____.  All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information".  As a condition for its receipt and access to the Confidential Information referenced above, OFFEROR agrees as follows:

1.  OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received, except in connection with the preparation of it's TO Proposal.

2.  Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State.  Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.

3.  OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award.  If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to TO Procurement Officer, TO Requesting Agency on or before the due date for Proposals.

4.  OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information.  The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement.  The OFFEROR consents to personal jurisdiction in the Maryland State Courts.

5.  In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.

6.  This Agreement shall be governed by the laws of the State of Maryland.

7.  OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract.  Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than $20,000 and/or imprisonment not exceeding 5 years or both.  OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.

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

OFFEROR: _____          BY: _____

NAME:        _____          TITLE: _____

ADDRESS:  _____

                   _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

## ATTACHMENT 8 - NON-DISCLOSURE AGREEMENT (TO Contractor)

**THIS NON-DISCLOSURE AGREEMENT** ("Agreement") is made as of this ___ day of _____, 200__, by and between the State of Maryland ("the State"), acting by and through its TO Requesting Agency (the "Department"), and _____ ("TO Contractor"), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

### RECITALS

**WHEREAS,** the TO Contractor has been awarded a Task Order Agreement (the "TO Agreement") for TORFP Title TORFP No. DEXB0400017 dated _____, (the "TORFP) issued under the Consulting and Technical Services II procurement issued by the Department, Project Number 060B9800035; and

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

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

1.      Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.

2.      TO Contractor shall not, without the State's prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor's Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor's Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.

3.      If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor's performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.

4.      TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.

5.      TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor's Personnel or the TO Contractor's former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).

6.      TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.

7.      A breach of this Agreement by the TO Contractor or by the TO Contractor's Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.

8.      TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach.  Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information.  The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement.  In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.

9.      TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.

10.     The parties further agree that:

   a.   This Agreement shall be governed by the laws of the State of Maryland;

   b.   The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;

   c.   The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;

   d.   The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;

   e.   Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and

   f.   The Recitals are not merely prefatory but are an integral part hereof.

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

Name:_____            Name: _____

Title:_____             Title:_____

Date: _____            Date: _____

**SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP**

## ATTACHMENT 9 – TO CONTRACTOR SELF-REPORTING CHECKLIST

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

### Section 1 – Task Orders with Invoices Linked to Deliverables

A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria?

**Yes ☐ No ☐ (If no, skip to Section 2.)**

B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal?

**Yes ☐ No ☐ (If no, explain why)** ____

C) Is the deliverable acceptance process being adhered to as defined in the TORFP?

**Yes ☐ No ☐ (If no, explain why)** ____

### Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials

A) If the TO involves material costs, are material costs passed to the agency without markup by the Master Contractor?

**Yes ☐ No ☐ (If no, explain why)** ____

B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal?

**Yes ☐ No ☐ (If no, explain why)** ____

C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices?

**Yes ☐ No ☐ (If no, explain why)** ____

### Section 3 – Substitution of Personnel

A) Has there been any substitution of personnel?

**Yes ☐ No ☐ (If no, skip to Section 4.)**

B) Did the Master Contractor request each personnel substitution in writing?

**Yes ☐ No ☐ (If no, explain why)** ____

C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel?

**Yes ☐ No ☐ (If no, explain why)** ____

D) Was the substitute approved by the agency in writing?

**Yes** ☐    **No** ☐ **(If no, explain why)** _____

| Section 4 – MBE Participation |
|---|

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 D-5 and D-6 submitted monthly?

**Yes** ☐    **No** ☐ **(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 sub-contractor; $10,000 was paid to date on the TO; the MBE percentage is 30% (3,000 ÷ 10,000 = 0.30))**

D) Is this consistent with the planned MBE percentage at this stage of the project?

     **Yes** ☐    **No** ☐ **(If no, explain why)** _____

E) Has the Master Contractor expressed difficulty with meeting the MBE goal?

     **Yes** ☐    **No** ☐

     **(If yes, explain the circumstances and any planned corrective actions)**

     _____

| Section 5 – TO Change Management |
|---|

A) Is there a written change management procedure applicable to this TO?

**Yes** ☐    **No** ☐ **(If no, explain why)** _____

B) Does the change management procedure include the following?

     **Yes** ☐    **No** ☐    Sections for change description, justification, and sign-off
     **Yes** ☐    **No** ☐    Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements)
     **Yes** ☐    **No** ☐    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** ☐    **No** ☐

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

_____

D) Is the change management procedure being followed?

**Yes** ☐    **No** ☐ **(If no, explain why)** _____

## ATTACHMENT 10 – LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____

Name of Contractor _____

Address_____

City_____ State_____ Zip Code_____

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

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

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

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

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

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature & Date: _____

# ATTACHMENT 11 - CONTRACTOR PERFORMANCE EVALUATION

For each of the seven Performance Areas below, TO Manager will evaluate and rate the Contractor's performance on a monthly basis. Processes should be at score of 3 or higher for applicable processes.

| Rating | | |
|---|---|---|
| **Schedule Adherence** | | |
| 0 | Not applicable for project. | **Indicators of Performance** |
| 1 | Contractor regularly misses deadlines and delivers work products late without advance notification. | 1.  Schedule progress |
| 2 | Contractor regularly misses deadlines and delivers work products late. However, contractor gives advance notification of anticipated missed deadlines. | |
| 3 | Contractor regularly delivers work products on schedule. Contractor gives advance notification of anticipated missed deadlines with proposed plan to maintain the overall schedule. | |
| 4 | Contractor regularly delivers work products on schedule. | |
| 5 | Contractor regularly delivers work products ahead of schedule. | |
| **Teamwork** | | |
| 0 | Not applicable for project. | **Indicators of Performance** |
| 1 | Contractor does not collaborate with stakeholders. | 1.  Team cohesion |
| 2 | Contractor collaborates with stakeholders whom consistently articulate concerns with interactions. | 2.  Stakeholder feedback |
| 3 | Contractor collaborates with stakeholders whom give no positive or negative feedback about interactions. | |
| 4 | Contractor collaborates with stakeholders and is cooperative. Stakeholders consistently articulate positive interactions. | |
| 5 | Contractor collaborates with stakeholders, is cooperative, and goes 'over and above' to ensure harmony. Stakeholders consistently articulate positive interactions. | |
| **Customer Satisfaction** | | |
| 0 | Not applicable for project. | **Indicators of Performance** |
| 1 | Customer is extremely dissatisfied with Contractor performance, and would not recommend Contractor for future State of Maryland work. | 1.  Customer satisfaction |
| 2 | Customer is somewhat dissatisfied with Contractor performance, and would not recommend Contractor for future State of Maryland work. | |
| 3 | Customer is satisfied with contractor performance. However, customer is not ready to determine if this contractor would be recommended for future State of Maryland work. | |
| 4 | Customer is satisfied with contractor performance, and would recommend Contractor for future State of Maryland work. | |
| 5 | Customer is extremely satisfied with contractor performance, and would recommend Contractor for future State of Maryland work. | |
| **Process** | | |
| 0 | Not applicable for project. | **Indicators of Performance** |
| 1 | Contractor does not adhere to the State of Maryland SDLC or the project management plan. | 1.  State of Maryland SDLC process compliance |
| 2 | Contractor adheres to the State of Maryland SDLC, but does not adhere to the project management plan. | 2.  Project management plan process compliance |
| 3 | Contractor adheres to the State of Maryland SDLC and the project management plan. | |
| 4 | Contractor adheres to the State of Maryland SDLC and the project management plan. Contractor recommends changes to the project management plan as appropriate. | |
| 5 | Contractor adheres to the State of Maryland SDLC and the project management plan. Contractor recommends changes to the State of Maryland SDLC and project management plan as appropriate. | |

| Technical | | |
|---|---|---|
| **0** | Not applicable for project. | **Indicators of Performance** |
| **1** | Contractor does not develop technically sound work products, and technical solution does not satisfy customer requirements. Contractor does not seek needed help to improve work products. | 1. Feasible system design |
| **2** | Contractor does not develop technically sound work products, and technical solution does not satisfy customer requirements. Contractor seeks help and requires much assistance. | 2. Complete conceptual architecture |
| **3** | Contractor develops technically sound work products, and technical solution satisfies customer requirements. | 3. Complete logical architecture |
| **4** | Contractor develops technically excellent work products, incorporating state of the art design. Technical solution exceeds customer requirements. | 4. Sound technical solution<br>5. Satisfied customer requirements |
| **5** | Contractor develops technically excellent work products, incorporating state of the art design, and industry best practices and standards. Technical solution exceeds customer requirements. | |

| Communication | | |
|---|---|---|
| **0** | Not applicable for project. | **Indicators of Performance** |
| **1** | Contractor does not effectively share information, presentation is poor, and is consistently misunderstood. Written material is not understandable, no care is given to spelling, grammar, punctuation, and formatting | 1. Stakeholder feedback |
| **2** | Contractor shares information, but does not present well. Written material is understandable, but little care is given to spelling, grammar, punctuation, and formatting. Contractor is frequently misunderstood. | 2. Presentation delivery<br>3. Understandable written material |
| **3** | Contractor effectively shares information, is clear, concise and articulate. Contractor presents well. Written material is understandable with care given to spelling, grammar, punctuation, and formatting. Contractor is seldom misunderstood. | 4. Proper use of spelling, grammar, punctuation, and formatting |
| **4** | Contractor effectively shares information, is clear, concise and articulate. Contractor presents exceptionally well. Written material is understandable with care given to spelling, grammar, punctuation, and formatting. Contractor is consistently understood. | |
| **5** | Contractor effectively shares information, is clear, concise and articulate. Contractor presents exceptionally well. Written material is understandable with care given to spelling, grammar, punctuation, and formatting. Contractor always understood. | |

| Quality | | |
|---|---|---|
| **0** | Not applicable for project. | **Indicators of Performance** |
| **1** | Contractor produces work products that consistently require extensive, unacceptable amount of rework. Most defects are critical and must be resolved before the project may resume. | 1. Limited rework |
| **2** | Contractor produces work products that consistently require an unacceptable amount of rework. Some defects are critical and must be resolved before the project may resume. | 2. Few defects<br>3. Impedes project progress |
| **3** | Contractor produces work products that require an acceptable amount of rework. Some defects are critical, but overall project progress is not negatively impacted. | |
| **4** | Contractor produces work products that seldom require rework. Most defects are minor and the overall project progresses in a timely manner. | |
| **5** | Contractor produces work products that never require rework. Products are free of defects. The project progresses in a timely manner. | |

**GMS Data Entry**

The Data Entry module allows users to view, add or modify data related to grant applications and awards.
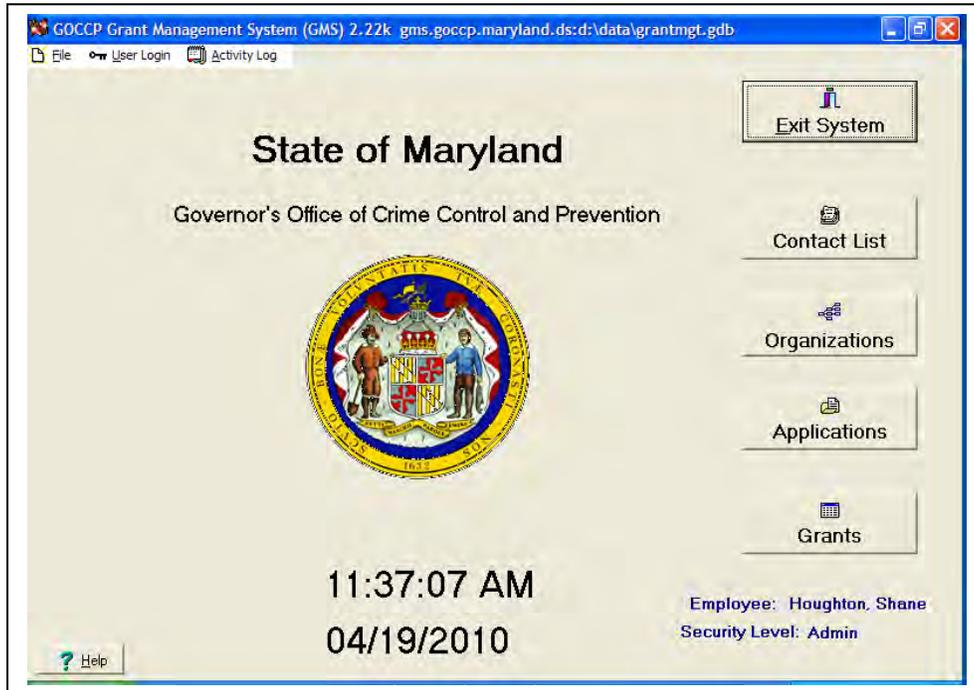


The GMS Data Entry module consists of the following sections

Contact List
The Contact List module is used to capture and store information pertaining to personnel that are directly/indirectly associated with any facet of the grant process. This section captures each contact's: name, address, phone/fax, e-mail, and GOCCP programs of interest or selected affiliations.  Each contact is associated with a corresponding organization in the GMS.

Organizations
The Organizations module is used to capture and store information pertaining to organizations that are directly/indirectly associated with any facet of the grant process. This includes the agency's: name, address, phone/fax, Authorized Official, organization type, federal identification number, website address, and additional identifying information.
Applications

Applications
The Applications module is used to capture and store information pertaining to submitted grant applications. This information includes, but is not limited to:
- System generated Application number
- Name and contact information of the Applicant and Implementing agencies and selected personnel (Project Director, Fiscal Officer and Authorized Official)
- Title and dates of proposed project
- Amount of grant funding request
- Detailed line item breakdown of budget by category and funding source

- Justification for each budget category
- Project Service Sites including county, legislative and congressional districts
- Project summary and a detailed narrative of the project
- GOCCP Staff assigned performance measures, reporting criteria and special conditions
- Keyword(s) which specify program area and goals

Grants

The Grants module is used to capture and store information pertaining to awarded grant funding. This information includes all information in the corresponding application and may include:
- Submitted Programmatic and Financial Reports
- Detailed history of funding requests and reimbursements
- Grant modifications
- Monitor site visit information
- Desk and/or field audit information

GMS Data Entry - Contacts Module

## Viewing Contacts
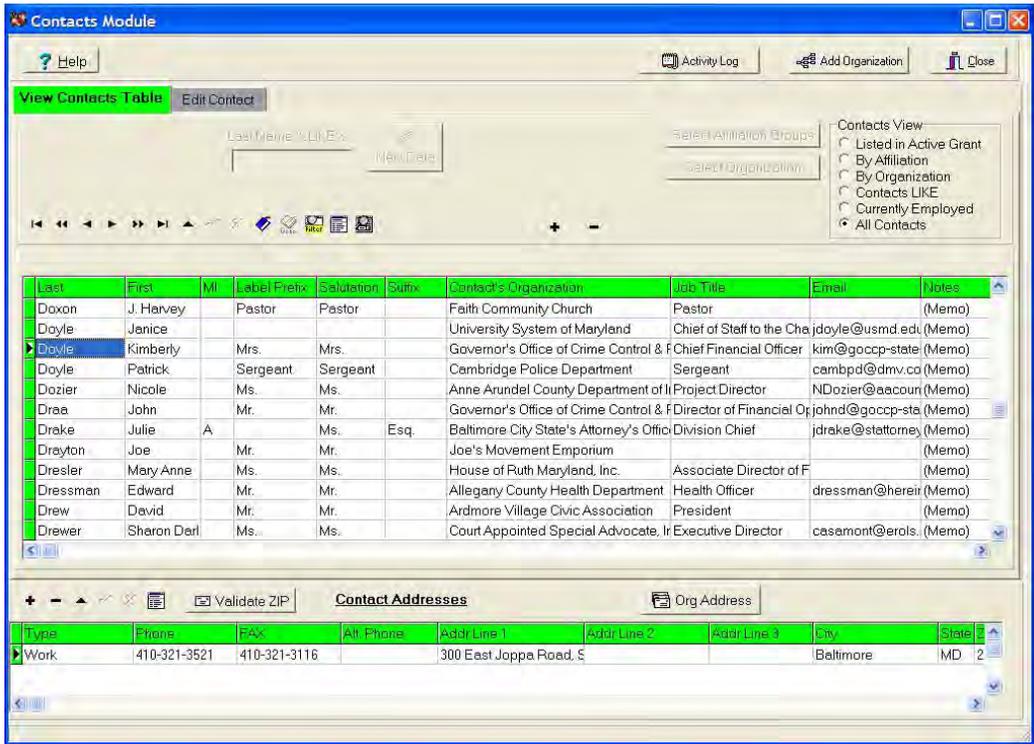


## Editing Contact Information
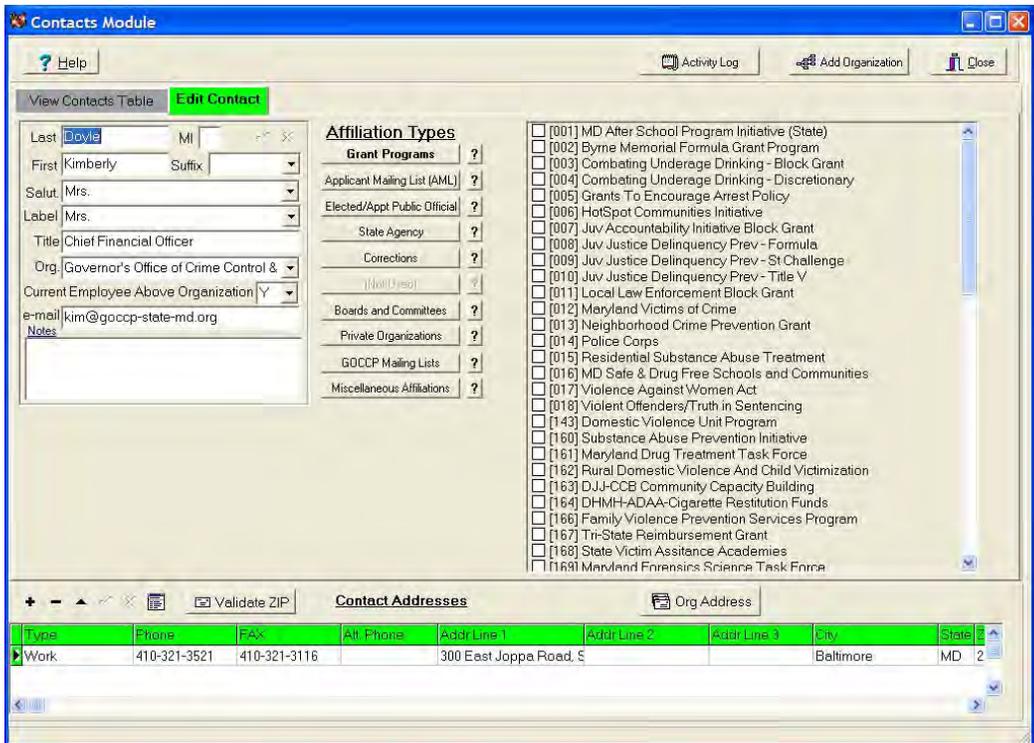
# GMS Data Entry - Organizations Module

## *Viewing Organizations*



## *Editing Organization Data*

GMS Data Entry - Applications Module

*View applications matching selected criteria*



*Application Face Sheet*

*Application Budget – Personnel Category*

GMS Data Entry - Grants Module

*View grants that match selected criteria*



*Performance Measures assigned to selected grant*

*Progress Report questions assigned to selected grant*

Grant Number: BJRA-2009-1001    ? Help   ☐ Deficient    Deficiency Notes    🖳 Add Contact    ⬚ Close    ID = 8675
Related Application: 2009-BJ-0026    Status: Reporting In Compliance [F]    ⬚ Add Organization  ⬚ Activity Log    Org Code = 2120801324
Project Name: Electronic Traffic Information Exchange - Phase III - LETR

| Grant Links | Narrative | Monitor Site Visits | Grant Close Out |
| Grants List | Face Sheet | Budget | **Goals** | Project Summary | Special Conditions | Financial | GANS |

🖨 Progress Report Submission    Double Click to Add Standard Question

| Q # | Question | Last Update |
| 1 | Please explain how this award helped reduce crime a | 06/18/2009 |
| 2 | Please list any successes and/or best practices deve | 06/18/2009 |
| 3 | Please report any barriers to implementing/maintainin | 06/18/2009 |
| 4 | If no funds were expended during this quarter explain v | 06/18/2009 |

Short Description
01 Crime Reduction
02 Best Practices
03 Barriers
04 No Funds Expended
05 Vendors - ARRA Last Question

Please explain how this award helped reduce crime and/or improve public safety in your jurisdiction.

☑ Reviewed    by Eaddy, Latonya on 08/10/2009

#1  #2  #3  #4  #5  #6  #7  #8

| Src | Paper Copy Recv | Begin Date | End Date |
| U | 07/27/2009 | 06/01/2009 | 06/30/200 |
| U | 10/15/2009 | 07/01/2009 | 09/30/200 |
| U | 01/19/2010 | 10/01/2009 | 12/31/200 |
| U | 04/16/2010 | 01/01/2010 | 03/31/201 |

This award remains in the early phases of the project, we request to defer responding to this question until a future quarterly report or the final Progress Report to describe how the award helped reduce crime and/or improve public safety.

| Goals | Performance Measures | **Progress Reports** |

*Financial Reporting*

Grant Number: BJRA-2009-1001    ? Help   ☐ Deficient    Deficiency Notes    🖳 Add Contact    ⬚ Close    ID = 8675
Related Application: 2009-BJ-0026    Status: Reporting In Compliance [F]    ⬚ Add Organization  ⬚ Activity Log    Org Code = 2120801324
Project Name: Electronic Traffic Information Exchange - Phase III - LETR

| Grant Links | Narrative | Monitor Site Visits | Grant Close Out |
| Grants List | Face Sheet | Budget | Goals | Project Summary | Special Conditions | **Financial** | GANS |

🖨 Spreadsheet

Paper copy 04/19/2010
**Report Period**
Begins 01/01/2010
Ends 03/31/2010
**Fund Source**     Expended During Report Period
Grant Funds $21,607.00
Match Funds $0.00
In Kind Match $0.00   Tot Match 0%

| Budget Category | Current Budget | Previously Expended | Expended This Period | Expended to Date | Project Funds Remaining |
|---|---|---|---|---|---|
| Personnel | $337,500.00 | $0.00 | $0.00 | $0.00 | $337,500.00 |
| Operating Exp. | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| Travel | $54,829.00 | $4,350.00 | $12,500.00 | $16,850.00 | $37,979.00 |
| Contract Serv. | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| Equipment | $107,671.00 | $91,594.58 | $9,107.00 | $100,701.58 | $6,969.42 |
| Other | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| Total | $500,000.00 | $95,944.58 | $21,607.00 | $117,551.58 | $382,448.42 |

| Paper Copy | Begin date | End Date | Last Update | Internet Submit Date | Emp ID | Grant ID | Record Source |
|---|---|---|---|---|---|---|---|
| 04/19/2010 | 01/01/2010 | 03/31/2010 | 04/19/2010 | 04/14/2010 | PI2315 | 8675 | U |
| 01/29/2010 | 10/01/2009 | 12/31/2009 | 01/29/2010 | 01/26/2010 | MU5378 | 8675 | U |
| 11/02/2009 | 07/01/2009 | 09/30/2009 | 11/02/2009 | 10/23/2009 | MU5378 | 8675 | U |
| 07/28/2009 | 06/01/2009 | 06/30/2009 | 07/28/2009 | 07/27/2009 | BA5893 | 8675 | U |

| **Financial Reports** | Request For Funds | Interest Earned Reports | Desk Audit | Disputes/Delinquent Reports |

*Grant project narrative – does not currently support rich-text formatting*



*Activity Log*

**GMS Reports**

The Reports application allows GOCCP users to run standard reports related to contacts, applications and grant awards in the GMS database. It also provides the user the ability to create new reports using an Ad Hoc report tool based on the Shazam Report Wizard.



The Reports module includes the following report categories:

- Contact Reports
- Application Reports
- Grant Award Reports
- Fund Obligation Report
- Financial Submissions
- Payments Processed
- Ad Hoc Reports
- Management Reports

## Application Reports Menu



## Grant Reports Menu

*Ad-Hoc Reporting Capabilities (currently – Shazam Report Wizard)*
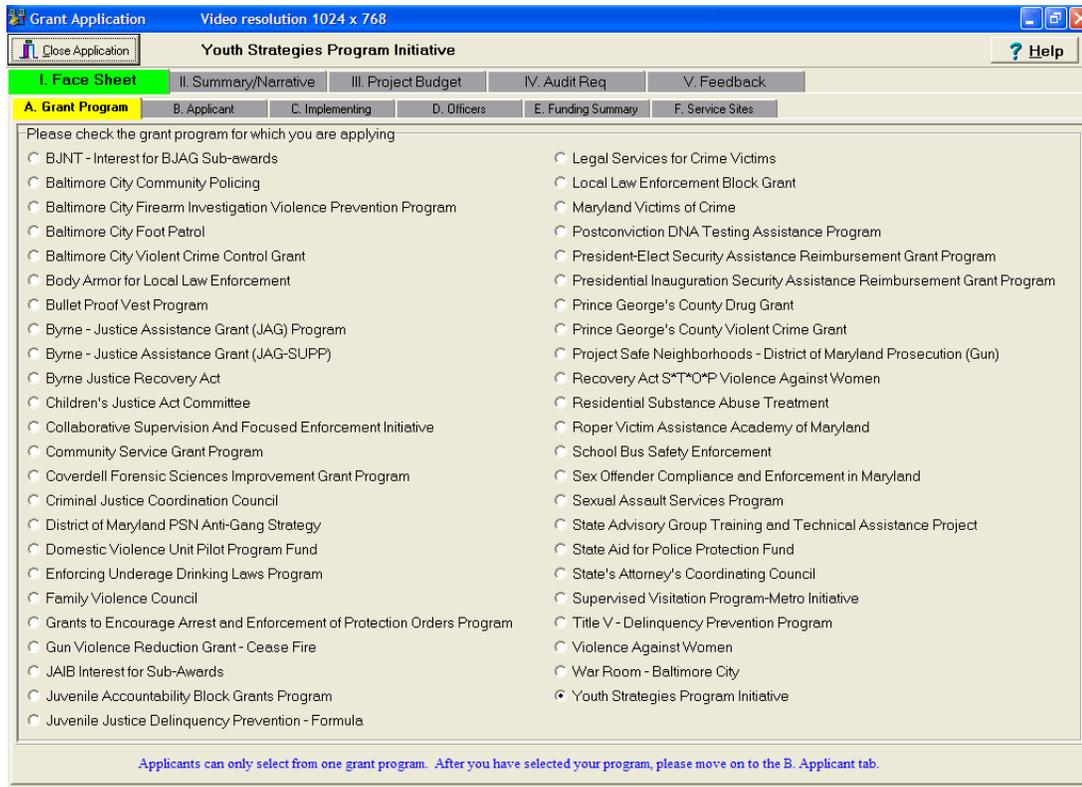*Query Design*



*Report Layout*

## Electronic Grant Application Software

Thin client application software used by applicants to create, modify, save, and submit grant applications according to the criteria outlined in the grant program Notification of Funding Availability (NOFA).

*Main Menu*

*Application Face Sheet – Select Grant Program*

| Grant Application | Video resolution 1024 x 768 | □ ▣ ✕ |
|---|---|---|

**🔒 Close Application**    **Youth Strategies Program Initiative**    **? Help**

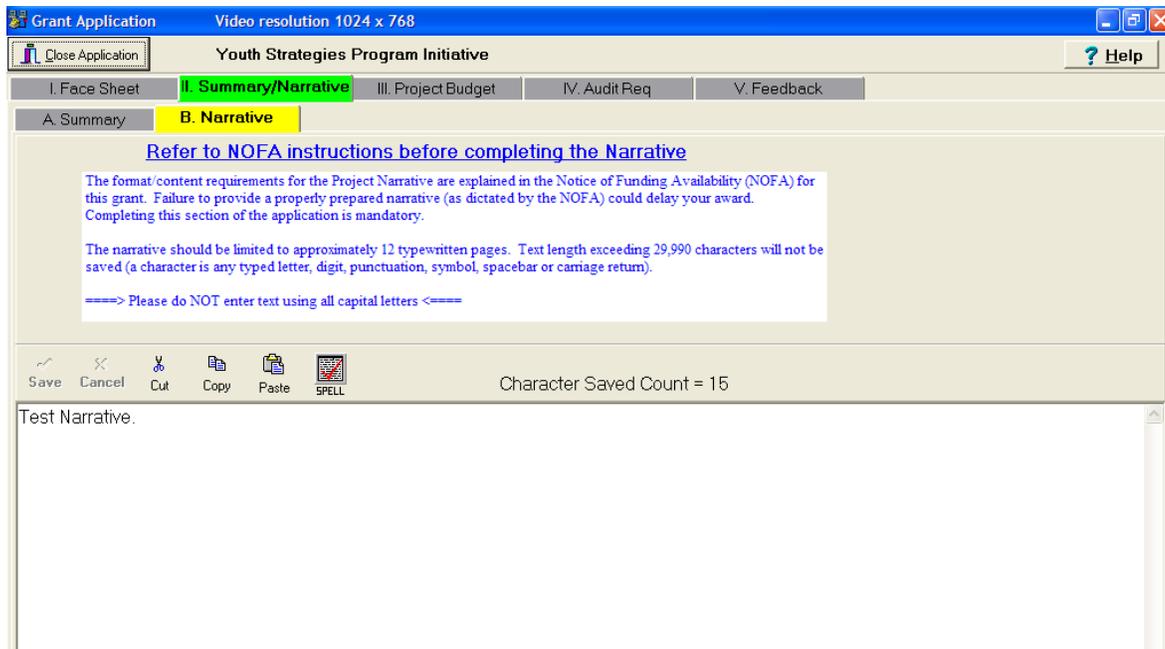| I. Face Sheet | II. Summary/Narrative | III. Project Budget | IV. Audit Req | V. Feedback |
|---|---|---|---|---|

| A. Grant Program | B. Applicant | C. Implementing | D. Officers | E. Funding Summary | F. Service Sites |
|---|---|---|---|---|---|

Please check the grant program for which you are applying

- ○ BJNT - Interest for BJAG Sub-awards
- ○ Baltimore City Community Policing
- ○ Baltimore City Firearm Investigation Violence Prevention Program
- ○ Baltimore City Foot Patrol
- ○ Baltimore City Violent Crime Control Grant
- ○ Body Armor for Local Law Enforcement
- ○ Bullet Proof Vest Program
- ○ Byrne - Justice Assistance Grant (JAG) Program
- ○ Byrne - Justice Assistance Grant (JAG-SUPP)
- ○ Byrne Justice Recovery Act
- ○ Children's Justice Act Committee
- ○ Collaborative Supervision And Focused Enforcement Initiative
- ○ Community Service Grant Program
- ○ Coverdell Forensic Sciences Improvement Grant Program
- ○ Criminal Justice Coordination Council
- ○ District of Maryland PSN Anti-Gang Strategy
- ○ Domestic Violence Unit Pilot Program Fund
- ○ Enforcing Underage Drinking Laws Program
- ○ Family Violence Council
- ○ Grants to Encourage Arrest and Enforcement of Protection Orders Program
- ○ Gun Violence Reduction Grant - Cease Fire
- ○ JAIB Interest for Sub-Awards
- ○ Juvenile Accountability Block Grants Program
- ○ Juvenile Justice Delinquency Prevention - Formula

- ○ Legal Services for Crime Victims
- ○ Local Law Enforcement Block Grant
- ○ Maryland Victims of Crime
- ○ Postconviction DNA Testing Assistance Program
- ○ President-Elect Security Assistance Reimbursement Grant Program
- ○ Presidential Inauguration Security Assistance Reimbursement Grant Program
- ○ Prince George's County Drug Grant
- ○ Prince George's County Violent Crime Grant
- ○ Project Safe Neighborhoods - District of Maryland Prosecution (Gun)
- ○ Recovery Act S*T*O*P Violence Against Women
- ○ Residential Substance Abuse Treatment
- ○ Roper Victim Assistance Academy of Maryland
- ○ School Bus Safety Enforcement
- ○ Sex Offender Compliance and Enforcement in Maryland
- ○ Sexual Assault Services Program
- ○ State Advisory Group Training and Technical Assistance Project
- ○ State Aid for Police Protection Fund
- ○ State's Attorney's Coordinating Council
- ○ Supervised Visitation Program-Metro Initiative
- ○ Title V - Delinquency Prevention Program
- ○ Violence Against Women
- ○ War Room - Baltimore City
- ● Youth Strategies Program Initiative

Applicants can only select from one grant program.  After you have selected your program, please move on to the B. Applicant tab.

---

*Application Narrative – does not currently support Rich-Text formatting*

| Grant Application | Video resolution 1024 x 768 | □ ▣ ✕ |
|---|---|---|

**🔒 Close Application**    **Youth Strategies Program Initiative**    **? Help**

| I. Face Sheet | II. Summary/Narrative | III. Project Budget | IV. Audit Req | V. Feedback |
|---|---|---|---|---|

| A. Summary | B. Narrative |
|---|---|

**Refer to NOFA instructions before completing the Narrative**

The format/content requirements for the Project Narrative are explained in the Notice of Funding Availability (NOFA) for this grant.  Failure to provide a properly prepared narrative (as dictated by the NOFA) could delay your award.  Completing this section of the application is mandatory.

The narrative should be limited to approximately 12 typewritten pages.  Text length exceeding 29,990 characters will not be saved (a character is any typed letter, digit, punctuation, symbol, spacebar or carriage return).

====> Please do NOT enter text using all capital letters <====

| Save | Cancel | Cut | Copy | Paste | SPELL |    Character Saved Count = 15

Test Narrative.

*Application Budget*

| Grant Application | Video resolution 1024 x 768 | | | | ☐ ☐ ☒ |
|---|---|---|---|---|---|

**Close Application**     **Youth Strategies Program Initiative**     **? Help**

| I. Face Sheet | II. Summary/Narrative | **III. Project Budget** | IV. Audit Req | V. Feedback |
|---|---|---|---|---|

| A. Summary | **B. Personnel** | C. Operating Exp | D. Travel | E. Cont Serv | F. Equipment | G. Other |
|---|---|---|---|---|---|---|

Includes salaries, social security and fringe benefits for personnel required to implement the project, including full or part-time contractual staff (excluding consultants, which should be listed in Category D). Time and attendance records must be maintained for all personnel included in the grant project. In short, if you are paying the person directly, they should be in the Personnel category. For each salary notated, list fringe benefits separately. Note: Fringe benefits cannot exceed 30% of

| First | Prior | Next | Last | Add | Edit | Delete | Save | Cancel | **Grant dollars will only fund up to 30% of Social Security and fringe benefits per person.** |
|---|---|---|---|---|---|---|---|---|---|

| Description of Position | Funding Source | Salary or Daily | Percent Time/Days | Total |
|---|---|---|---|---|
| Position 1 | Grant Funds | 50000 | 100 | 50000 |
| Position 2 | Cash Match | 35000 | 100 | 35000 |

Budget Summary: $55,000.00         $85,000.00

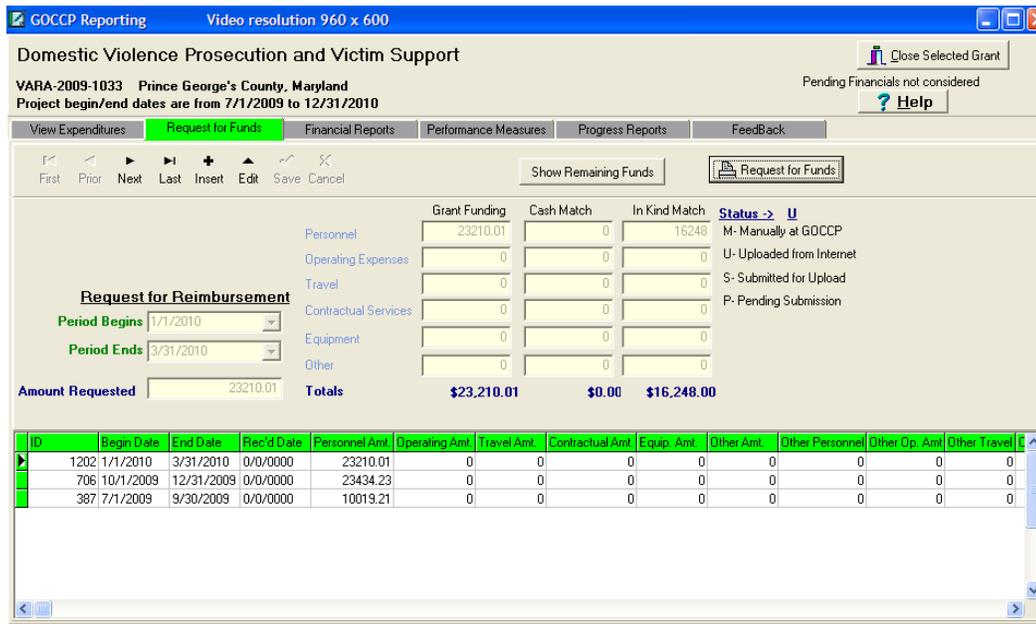| Save | Cancel | Cut | Copy | Paste | SPELL | **Justification - (Please use both upper AND lower case letters** |
|---|---|---|---|---|---|---|

Personnel Justification.

82

**Electronic Grant Reporting Software**
Thin client application software used by grantees to submit quarterly financial and programmatic reporting.

*Main Menu*
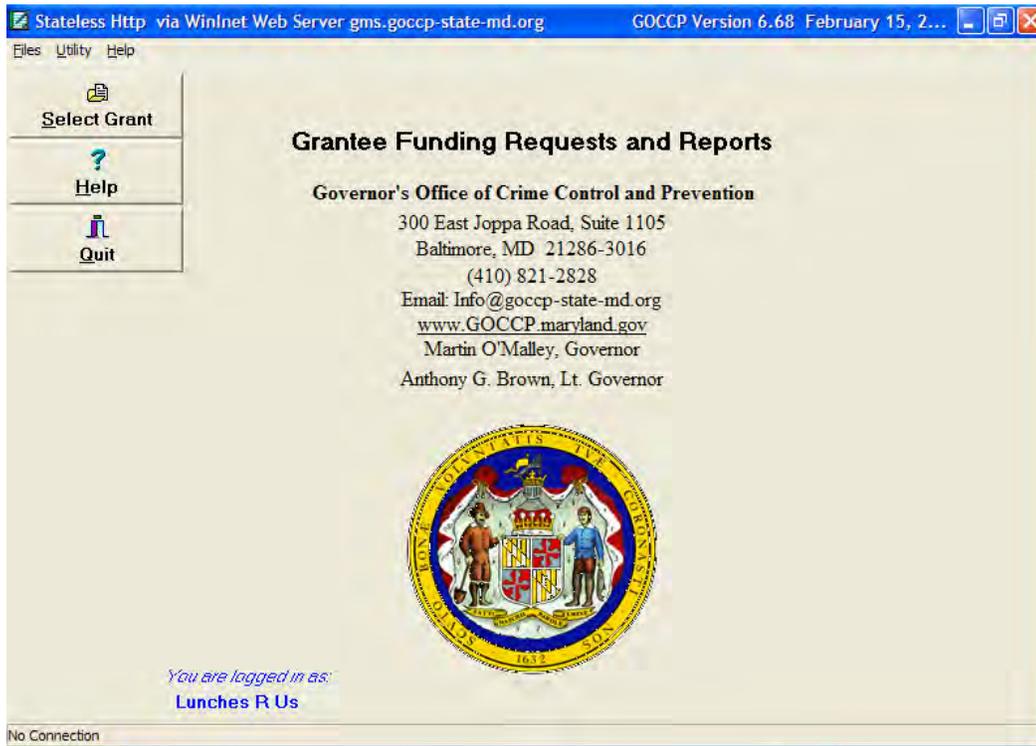


*Request for Funds*

*Performance Measure reporting*

GOCCP Reporting    Video resolution 960 x 600

Domestic Violence Prosecution and Victim Support

🔲 Close Selected Grant

VARA-2009-1033   Prince George's County, Maryland
Project begin/end dates are from 7/1/2009 to 12/31/2010

? Help

| View Expenditures | Request for Funds | Financial Reports | Performance Measures | Progress Reports | FeedBack |

First  Prior  Next  Last  Insert  Edit  Save  Cancel

**Performance Measure Question**  🖨 Performance Measures

During this reporting period, how many victims were served?

Status -> U
M- Manually at GOCCP
U- Uploaded from Internet
S- Submitted for Upload
P- Pending Submission

Select a Performance Measure report by selecting the row with the applicable report Begin and End date in the grid at the bottom. The numbered columns are where you enter numbers for the corresponding Performance Measures Questions assigned for this grant.

Submit Performance Measures

Cancel Submission

| ID | Begin Date | End Date | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
|----|------------|----------|---|-----|---|-----|-----|---|---|----|----|
| 1299 | 1/1/2010 | 3/31/2010 | 1 | 619 | 0 | 480 | 514 | 0 | 0 | 50 | 40 |
| 731 | 10/1/2009 | 12/31/2009 | 1 | 743 | 0 | 496 | 490 | 0 | 0 | 34 | 40 |
| 259 | 7/1/2009 | 9/30/2009 | 1 | 897 | 0 | 0 | 388 | 0 | 0 | 17 | 40 |

*Progress Reports*

GOCCP Reporting    Video resolution 960 x 600

Domestic Violence Prosecution and Victim Support

🔲 Close Selected Grant

VARA-2009-1033   Prince George's County, Maryland
Project begin/end dates are from 7/1/2009 to 12/31/2010

? Help

| View Expenditures | Request for Funds | Financial Reports | Performance Measures | Progress Reports | FeedBack |

First  Prior  Next  Last  Insert  Edit  Save  Cancel

🖨 Progress Report

**Progress Report Question  2**

Every quarterly report should provide a brief narrative assessment of the projects effectiveness thus far.  The narrative should include qualitative and quantitative evidence, as available, and also highlight factors that the author considers to have facilitated or impaired the project's effectiveness

Status -U
M- Manually at GOCCP
U- Uploaded from Internet
S- Submitted for Upload
P- Pending Submission

Select a Progress Report by selecting the applicable report Begin and End date in the grid at the lower left. When adding a new report, select begin and end dates, and then you must save the dates before entering text on the tabs. The Tabs in the lower right are where you enter answers to the corresponding Progress Report Questions assigned for this grant. (A max of 4000 characters can be saved for each question.)

Cut  Copy  Paste  SPELL

Submit Progress Report

Cancel Submission

Character Saved Count = 1933

| ID | Begin Date | End Date | Que |
|----|------------|----------|-----|
| 3005 | 1/1/2010 | 3/31/2010 | (Mer |
| 2402 | 10/1/2009 | 12/31/2009 | (Mer |
| 1821 | 7/1/2009 | 9/30/2009 | (Mer |

#1  #2  #3  #4  #5  #6

At the award of the grant, Mrs. Tina Doukas was able to continue working as a Law Clerk with the Domestic Violence Unit.  Mrs. Doukas interned with our office while working on her paralegal degree and was hired on to fill a job that became vacant.  The position in which she filled was a temporary grant position that ended on June 30, 2009.  The VARA grant allowed us to retain her position.
        Ms. Christina Caron was hired as a prosecutor to assist with the rising number of Domestic Violence cases and to aid the office while other prosecutors are out on maternity leave.  Ms. Caron interviews victims of Domestic Violence and refers them to community agencies if they require other assistance.  Ms. Caron is handling domestic violence cases that do not end up on the dedicated Domestic Violence Docket.
        Ms. Caron has worked with victims of Domestic Violence at the Law Clinic of Catholic University and has established experience working with victims of Domestic Violence.
        The project's effectiveness can be seen through the hiring of one new prosecutor, Ms. Christina Caron and the retention of Mrs. Tina Doukas, our office law clerk/victim contact liaison.  We are continuing to serve the increasing number of victims and provide referrals as need.
        Another measure of the effectiveness is the availability of an attorney to immediately go to court rooms to handle cases of domestic violence that are not on a dedicated domestic violence docket.  This is being done on a weekly basis.  Ms. Caron is also personally going to

**Application Management Utility**

This is an administrative module that serves multiple functions. This module allows the GOCCP staff to view electronically submitted grant application and reporting information (stored on the external database) and approve information before moving to GMS (internal database). The utility is used to synchronize the data between the two database servers; it also allows GOCCP IT staff to modify selected global variables that impact the behavior of the Application and Reporting thin clients.

*Main Menu*

**GMS Administration Utility**

This is an internal module. It allows users to manage users, administrative tables and select global values that impact the behavior of the GMS applications. This module also contains historical logs on database activity.
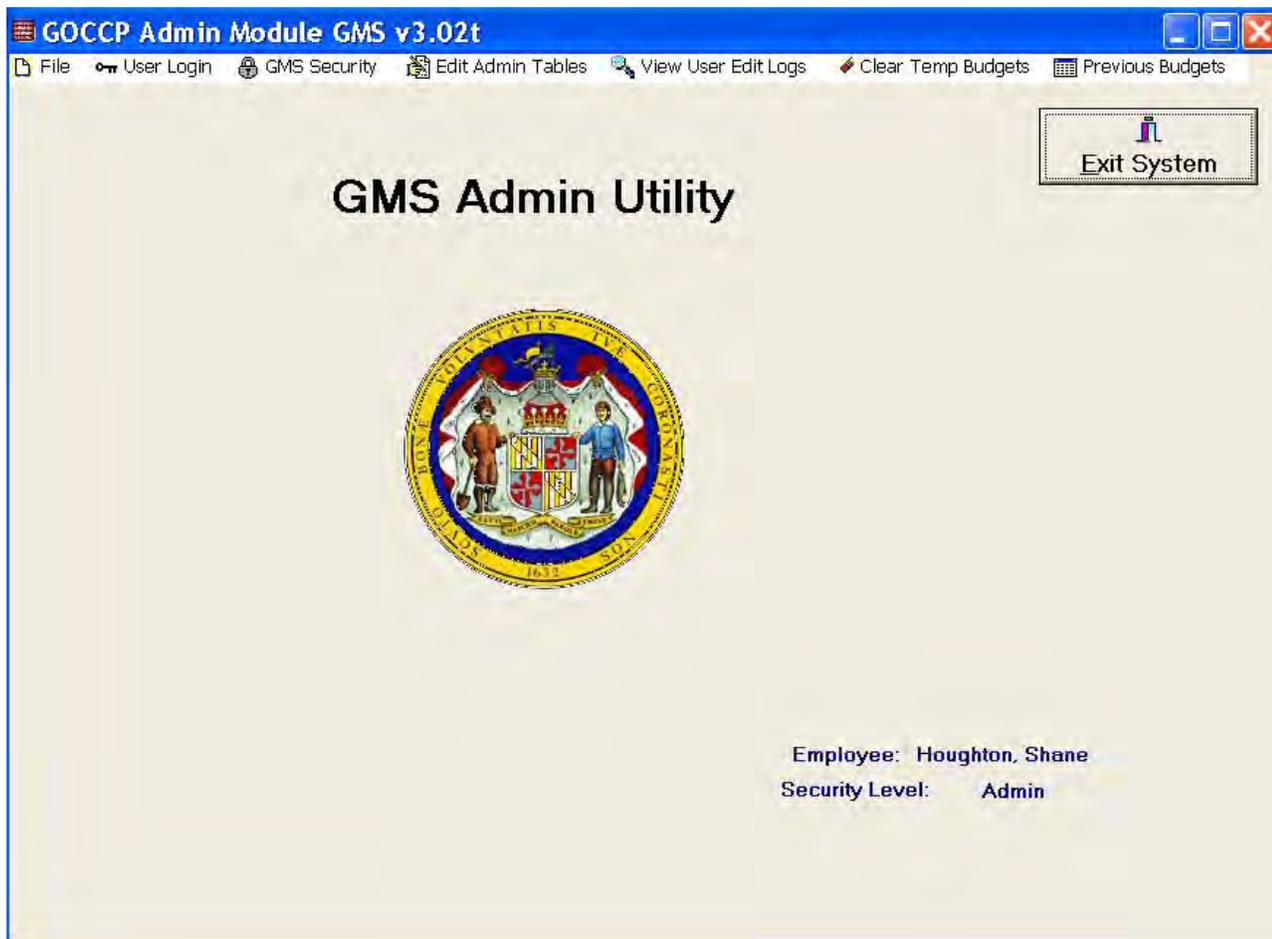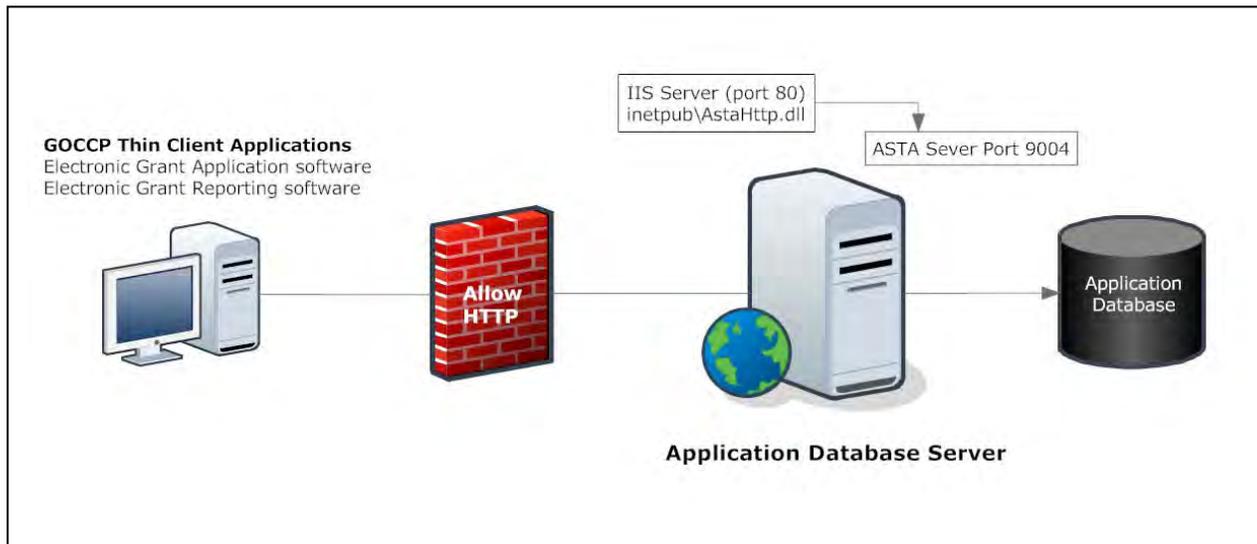
**ASTA Server**

The ASTA server is a middleware client which helps facilitate the transfer of data using the HTTP protocol. It provides a bridge from the web server to the internal database server.
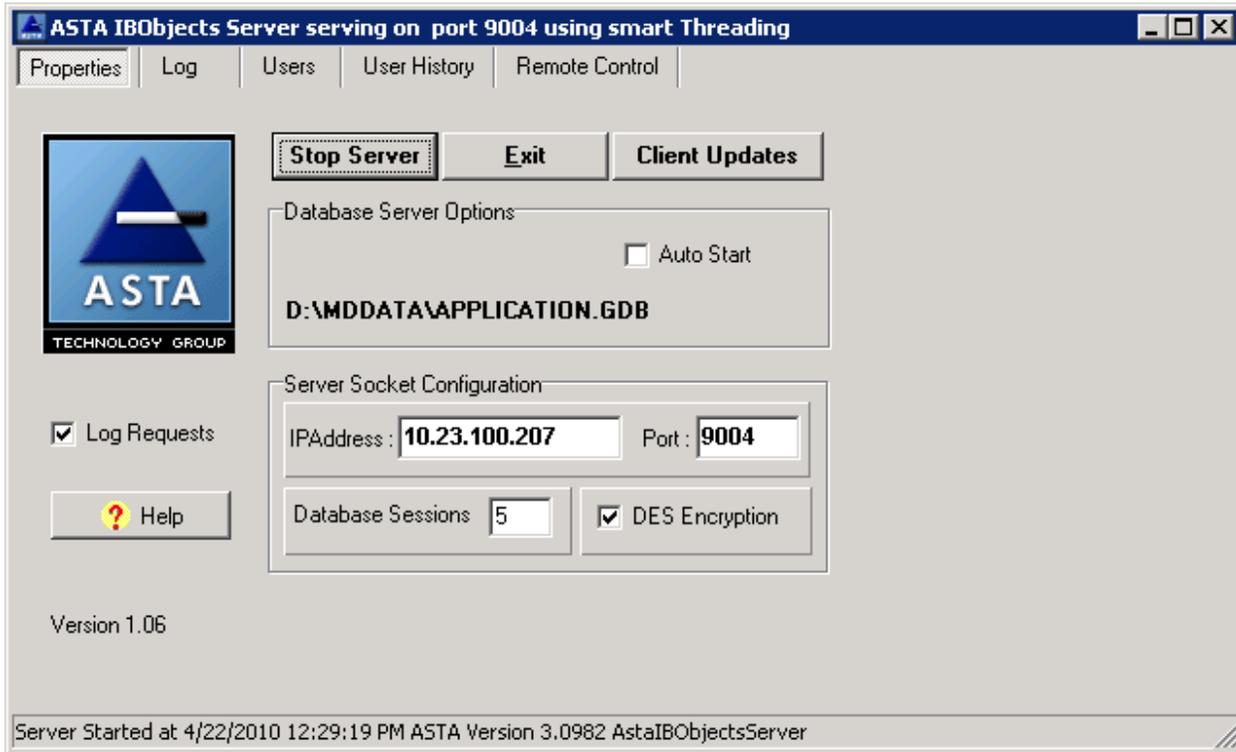


This data communication process is outlined in the diagram below:

## Commercial 3rd Party Libraries

The current system employs a number of commercial 3<sup>rd</sup> party libraries. The component library names, product web sites, and features/functionality (as employed in the GMS) are listed below.

*Please note, referenced product pages often list much newer versions of the component libraries with additional features and functionality when compared to the versions employed in the GMS.*

- ASTA Technology Group's ASTA 3 Component Suite
  *Website:* http://www.astatech.com/index.asp
  *Description*: ASTA 3 allows Delphi Developers to build secure thin client applications that run over the Internet (middleware).

- EDS Spell Checker for Delphi 5
  *Website*: http://www.onedomain.com/Components/EDSSpell/
  *Description*: Incorporates spell-checking capabilities on forms with memo content.
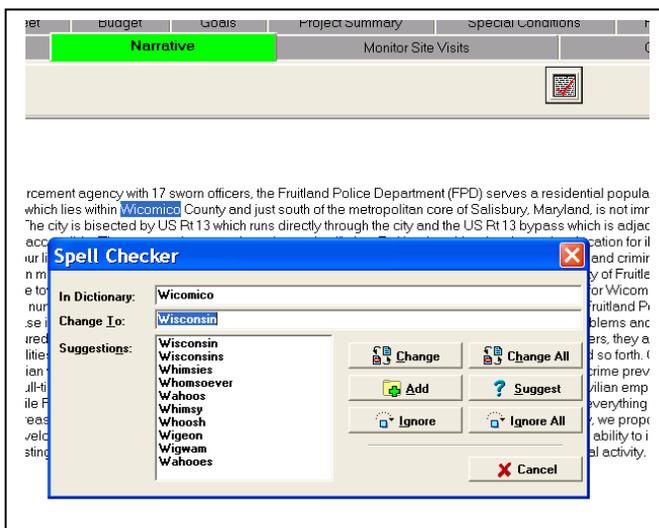


- EMS QuickExport Component Suite 2.0 for IB Objects
  *Website*: http://www.sqlmanager.net/products/tools/advancedexport
  *Description*: Provides extensive data export capabilities. Export formats commonly used in Production system include MS Excel, MS Word, RTF, TAB (Tab-delimited text file), and XML.
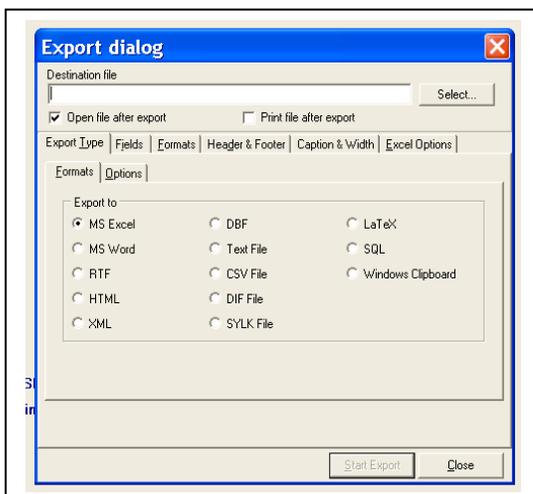
- Extended PageControl & Extended TabControl for Delphi 5 by PraxisService
     *Website*: http://praxissoftware.e-strube.net/#ExtPageJump
     *Description*: Provides custom formatting options for tab controls; currently used to change the color of active and inactive tabs.
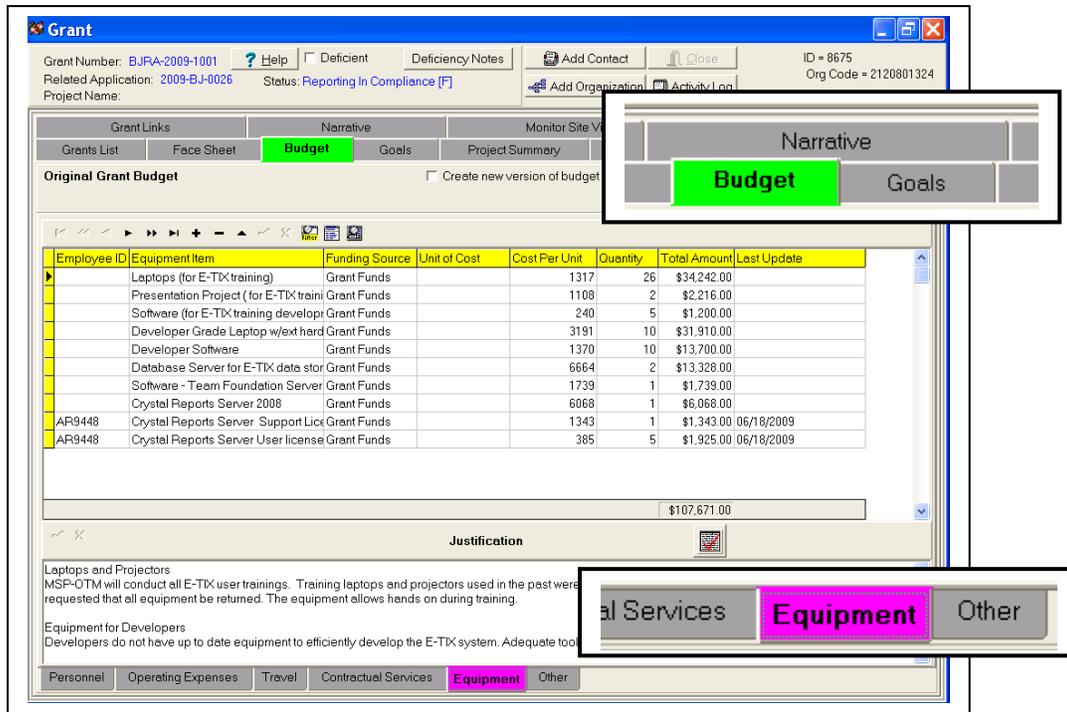


- IB Objects Version 4
     *Website*: http://www.ibobjects.com/
     *Description*: Connects data access objects directly to the application programming interface (API) of the InterBase/Firebird engine; used in lieu of Delphi 5's native Borland Database Engine (BDE).

- Digital Metaphors Corporation ReportBuilder for Delphi 5 Enterprise Edition version 7.04
     *Website*: http://www.digital-metaphors.com/products/
     *Description*: Extensible reporting platform used to design all "canned" reports.

- Shazaam Report Wizard 4.0
     *Website*: http:// www.shazamware.com (No longer active)
     *Description*: Provides Ad-Hoc reporting capabilities. Includes visual query and report builders.

     *Screen shots of the Shazam Report Wizard can be found on page 68 of this TORFP.*

- Pragnann Report Builder Export Devices
     *Website*: http://www.rarefind.com/rbpro/index.html
     *Description*: Provides extensive data export capabilities from reports developed using the ReportBuilder software. Export formats commonly used in Production system include MS Excel, MS Word, RTF, TAB (Tab-delimited text file), and XML.

- Woll2Woll Software InfoPower 3000 for Delphi 5
  - *Website*: http://www.woll2woll.com/InfoPower.html
  - *Description:* Component suite of tools used to support the following functions in the GMS:
    - Grid display and manipulation controls including
      - End-user column sizing and placement – users can manually resize and rearrange columns
      - Customizable cell-level hints when the cell's text does not fit in the cell.
      - Support for the display of multiple columns in a ComboBox control
    - Date and Time Control - Drop-down calendars to assist the user in selecting a date.
    - Visual Data Filtering – Provides a user-interface enabling users to visually filter a dataset based on selected data criteria.
    - Database Navigation Toolbar – standard user controls to navigate through and manipulate data in a dataset. Common actions include:
      - Dataset navigation - Move first, move last, move next, move previous
      - Dataset manipulation – create record, delete record, save changes, cancel changes, filter recordset (using Visual Data Filtering Component)

*End user column placement*



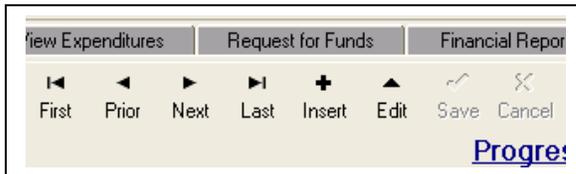*Drop-down calendars to assist the user in selecting a date*

*Visual Data Filtering*



*Database Navigation Toolbar (GMS Data Entry – Contacts Module)*



*Database Navigation Toolbar (Electronic Grant Reporting Software)*

# ATTACHMENT 13 - AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Governor's Office of Crime Control & Prevention

TORFP Title: Maintenance and Continued Development of Automated Grants Management System (GMS)

TO Manager: Shane Houghton - 410-821-2858

**To:**

The following deliverable, as required by TO Agreement # DEXB0400017, has been received and reviewed in accordance with the TORFP.

Title of deliverable:

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

☐      Is accepted as delivered.

☐      Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature                      Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.7 OF THE TORFP.

EXHIBIT A

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


| **Printed Name and Address of Employee or Agent** | **Signature** | **Date** |
|---|---|---|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |