



**Consulting and Technical Services  
Task Order Request for Proposals**

**Three Agency Independent Verification & Validations (IV&V):**

**Student Financial Aid System (SFAS)  
IV&V 1 # F10P7200776**

**Maryland Pension Administration System (MPAS)  
IV&V 2 # F10P7200777**

**Agency Wide Smart Card (AWSC)  
IV&V 3 # F10P7200778**

**Issued By:**

**Department of Budget and Management  
Office of Information Technology  
Project Management Office**

**ISSUE DATE: April 19, 2007**

## CONTENTS

<b>SECTION 1 - ADMINISTRATIVE INFORMATION .....</b>	<b>4</b>
1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT .....	4
1.2 TO AGREEMENT .....	4
1.3 TO PROPOSAL SUBMISSIONS .....	4
1.4 MINORITY BUSINESS ENTERPRISE (MBE) .....	4
1.5 MARYLAND MARKETPLACE FEE .....	4
1.6 CONFLICT OF INTEREST .....	5
1.7 NON-DISCLOSURE AGREEMENT .....	5
1.8 LIMITATION OF LIABILITY .....	5
1.9 ORAL PRESENTATIONS .....	5
<b>SECTION 2 - SCOPE OF WORK .....</b>	<b>6</b>
2.1 PURPOSE AND APPROACH .....	6
2.2 IV&V 1 – STUDENT FINANCIAL AID SYSTEM (SFAS) .....	6
2.3 IV&V 2 – MARYLAND PENSION ADMINISTRATION SYSTEM (MPAS) .....	8
2.4 IV&V 3 – AGENCY WIDE SMART CARD (AWSC) .....	9
2.5 DELIVERABLES AND TIME OF PERFORMANCE .....	11
2.6 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES .....	15
2.7 TO CONTRACTOR EXPERTISE REQUIRED .....	15
2.8 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS .....	15
2.9 INVOICING .....	16
2.10 CHANGE ORDERS .....	16
<b>SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS .....</b>	<b>17</b>
3.1 REQUIRED RESPONSE .....	17
3.2 FORMAT .....	17
<b>SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT .....</b>	<b>20</b>
4.1 EVALUATION CRITERIA .....	20
4.2 TECHNICAL CRITERIA .....	20
4.3 SELECTION PROCEDURES .....	20
4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT .....	20
<b>ATTACHMENT 1 - PRICE PROPOSAL FORM .....</b>	<b>21</b>
<b>ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE (MBE) FORMS .....</b>	<b>23</b>
<b>ATTACHMENT 3 – TASK ORDER AGREEMENT .....</b>	<b>34</b>
<b>ATTACHMENT 4 - CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE .....</b>	<b>37</b>
<b>ATTACHMENT 5 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY .....</b>	<b>38</b>
<b>ATTACHMENT 6 – DIRECTIONS TO THE PRE-TO PROPOSAL CONFERENCE .....</b>	<b>40</b>
<b>ATTACHMENT 7 - DELIVERABLE PRODUCT ACCEPTANCE FORM (DPAF) .....</b>	<b>41</b>
<b>ATTACHMENT 8 - NON-DISCLOSURE AGREEMENT (MASTER CONTRACTOR) .....</b>	<b>42</b>
<b>ATTACHMENT 9 - NON-DISCLOSURE AGREEMENT (TO CONTRACTOR) .....</b>	<b>43</b>

## KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services (CATS) 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 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. All Master Contractors must complete and submit a Master Contractor Feedback form via the CATS website whether a TO Proposal is submitted or not. The form is accessible via the CATS 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 conditions contained in the CATS RFP issued by the Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT) and subsequent Master Contract Project Number 050R5800338, including any amendments.

<b>TORFP Title:</b>	Three Agency Independent Verification & Validations (IV&V)
<b>Functional Area:</b>	10 – IT Management Consulting Services
<b>TORFP Issue Date:</b>	April 19, 2007
<b>Closing Date and Time:</b>	May 22, 2007, 2:00PM EST
<b>TORFP Issuing Agency:</b>	Department of Budget and Management (DBM)
<b>Send Questions and Proposals to:</b>	Bill Bowser bbowser@dbm.state.md.us
<b>TO Procurement Officer:</b>	Bill Bowser 45 Calvert Road, Annapolis, MD 21401 Office Phone Number: 410-260-7683 Office FAX Number: 410-974-3274
<b>TO Manager:</b>	Robert M. Krauss Office Phone Number: 410-260-6135 Office FAX Number: 410-974-5615
<b>TO Project Numbers:</b>	IV&V 1: MHEC SFAS – F10P7200776 IV&V 3: SRA MPAS – F10P7200777 IV&V 2: MDOT MTA AWSC – F10P7200778
<b>TO Type:</b>	Fixed price
<b>Period of Performance per IV&amp;V:</b>	3 months per IV&V; with two added option periods as the sole discretion of DBM; total period of performance not to exceed 10 months
<b>MBE Goal:</b>	30% per IV&V
<b>Small Business Reserve (SBR):</b>	No
<b>Primary Place of Performance:</b>	IV&V 1: MHEC, 839 Bestgate Road, Annapolis, MD 21401 IV&V 3: SRA, 120 E. Baltimore Street, Baltimore, MD, 21202 IV&V 2: MDOT MTA, 6 St. Paul Street, Baltimore, MD 21202
<b>State Furnished Work Site and/or Access to Equipment, Facilities or Personnel:</b>	Workspace, telephones and workstations with Internet access will be provided as needed for up to two of the Contractor's personnel, per IV&V. Hours of work are 8:00 am to 5:00 pm, local time.
<b>TO Pre-proposal Conference:</b>	DBM 45 Calvert Street, Annapolis, MD 21401 Room 164B May 1, 2007; 10:00AM EST (See Attachment 6 for directions)

## 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 scope issues, and for authorizing any changes to each TO Agreement. See Section 2.10 for information on change orders.

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

### 1.2 TO AGREEMENT

Up to three Master Contractors, one for each Independent Verification & Validation (IV&V), may be selected to conduct the work defined in Section 2 - SOW. A specific TO Agreement, Attachment 3, will then be entered into between the State and the selected TO Contractor(s), which will bind the TO Contractor(s) to the contents of its TO Proposal(s), including the price proposal(s).

### 1.3 TO PROPOSAL SUBMISSIONS

Master Contractors may submit a TO Proposal encompassing one, two, or all three IV&Vs. Master Contractors submitting a TO Proposal for multiple IV&Vs must submit a single response, **bearing the number of one, two, or all three the individual IV&Vs (See Section 3 for TO Proposal format and submission instructions).**

The TO Procurement Officer will not accept submissions after the date and exact time as stated on the Key Information Summary Sheet. The time will be local time as determined by DBM's e-mail system time stamp. Each TO Proposal is to be submitted via e-mail. The "subject" line in the e-mail submission shall state the appropriate IV&V number (s). The first attachment will be the TO Proposal technical response to this TORFP encompassing and bearing the individual number(s) for one, two or all three IV&Vs. Subsequent attachments will be the financial response or responses to this TORFP, one for each IV&V.

The proposal documents requiring a signature, Attachment 2 - MBE Forms D-1 and D-2 and Attachment 4 Conflict of Interest Affidavit and Disclosure, must be submitted as .PDF files with the signatures clearly visible. Separate sets of these documents must be submitted and marked by IV&V number for each IV&V encompassed in the technical response.

### 1.4 MINORITY BUSINESS ENTERPRISE (MBE)

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation (Attachment 2 - MBE Forms D-1 and D-2) at the time it submits its TO Proposal. The MBE goal of 30 percent shall apply to each IV&V. Separate and complete MBE documentation is required for each individual IV&V encompassed in the technical response. **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.**

### 1.5 eMARYLANDMARKETPLACE FEE

Code of Maryland Regulations (COMAR) 21.02.03.06 requires that each Master Contractor that wins a TO Agreement under this TORFP pay a fee to support the operation of eMarylandMarketplace. The fee will be due on each TO Agreement that exceeds \$25,000. The applicable fee will be based on each TO Agreement value, including any options. Each TO Contractor shall pay the fee as provided by COMAR 21.02.03.06 and in accordance with guidelines issued by the Maryland Department of General Services (DGS). A copy of COMAR 21.02.03.06 and the guidelines issued by DGS can be found on the eMarylandMarketplace website at [www.eMarylandMarketplace.com](http://www.eMarylandMarketplace.com).

The price of each TO Proposal shall include the appropriate fee as per the COMAR 21.02.03.06 fee schedule. Fees may not be quoted as a separate add-on price. A total TO Agreement value that is other than an even dollar amount will be rounded to the nearest whole dollar to determine the appropriate fee level. For example, a total TO Agreement value of \$50,000.49 will be rounded to \$50,000 and a Level 1 fee will apply. A total TO Agreement value of \$50,000.50 will be rounded to \$50,001 and a Level 2 fee will apply.

## **1.6 CONFLICT OF INTEREST**

Each TO Contractor awarded a TO Agreement shall provide Information Technology (IT) consulting services for DBM, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit and Disclosure form included as Attachment 4 to 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 Master Contractors to review at the State agencies hosting the projects identified for IV&V review as described in this TORFP. Master Contractors who wish to review such documentation will be required to sign the Non-Disclosure Agreement (Master Contractor) form included as Attachment 8 to this TORFP. Please contact the TO Procurement Officer of this TORFP to coordinate an appointment with the agencies if interested.

In addition, certain documentation may be required to be obtained by TO Contractors awarded TO Agreements in order to fulfill the requirements of TO Agreements. The TO Contractors, employees and agents who review such documents will be required to sign, including, but not limited to, a Non-Disclosure Agreement (TO Contractor) form included as Attachment 9.

## **1.8 LIMITATION OF LIABILITY**

Pursuant to Section 28(C) of the CATS Master Contract, the limitation of liability ceiling is hereby reduced as follows: Contractor's liability per claim under this TORFP shall not exceed the total TO Agreement amount established for each respective IV&V.

## **1.9 ORAL PRESENTATIONS**

Master Contractors will be required to make oral presentations to State representatives. Significant representations made by a Master Contractor during the oral presentation must be reduced to 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 the Master Contractors of the time and place of oral presentations. Oral presentations will occur within one week after the proposal due date.

## SECTION 2 - SCOPE OF WORK

### 2.1 PURPOSE AND APPROACH

#### 2.1.1 Purpose

DBM seeks to select a Master Contractor experienced in IT consulting to perform an IV&V for each of the following Major Information Technology Development Projects:

- 1) Student Financial Aid System (SFAS), sponsored by the Maryland Higher Education Commission (MHEC);
- 2) Maryland Pension Administration System (MPAS), sponsored by the State Retirement Administration (SRA); and
- 3) Agency Wide Smart Card (AWSC), sponsored by the Maryland Department of Transportation (MDOT), Mass Transit Administration (MTA);

The purpose of each IV&V is to assess the health of the project according to the objectives listed respectively, in Sections 2.2.1, 2.3.1, and 2.4.1. In the first phase of each IV&V, the TO Contractor(s) shall research and develop a written report and live presentation of findings based on the IV&V objectives. The resulting *IV&V Draft Findings Report* deliverable captures project disposition along with potential solutions to deficiencies. Findings shall describe project strengths, weaknesses, and any corrective actions recommended by the TO Contractor(s).

In a second, optional phase of each IV&V, DBM may task the TO Contractor(s) to develop an IV&V Corrective Action Plan (CAP) in collaboration with the agency and DBM. If exercised, the second phase also requires the TO Contractor(s) to monitor and report on agency compliance with the CAP and provide on-site assistance to support agency corrective actions. As warranted by DBM, a third phase may be exercised to continue monitoring agency compliance with the CAP by the TO Contractor. These and all other IV&V project deliverables are described in detail in Section 2.5 Deliverables and Time of Performance.

DBM may make up to three awards, one each per IV&V. Separate and distinct Notices to Proceed (NTP) shall be given for each IV&V and may be staggered. The MBE goal of 30 percent shall apply to each IV&V.

#### 2.1.2 Approach

The approach for each IV&V shall include independent research, stakeholder interviews, and the review and analyses of project files and documentation. In working with project stakeholders, the TO Contractor(s) shall strive to minimize or avoid any impact on the target project schedule. The TO Contractor(s) shall assign an "IV&V Project Manager" who shall be the TO Contractor's lead resource on one or multiple IV&Vs. The IV&V Project Manager must be certified by the Project Management Institute (PMI) as a Project Management Professional (PMP). The TO Contractor(s) shall provide the deliverables as described in Section 2.5 Deliverables and Time of Performance.

In executing the IV&V and developing IV&V deliverables, the TO Contractor(s) shall apply recognized project management best practices and industry standards according to PMI. Specifically, with regard to the treatment of findings on State agency project management processes, the TO Contractor(s) shall formulate findings in terms consistent with the PMI's Project Management Body of Knowledge (PMBOK). Where an evaluation of the technical feasibility of an IT solution is required, the TO Contractor(s) shall apply the Software Engineering Institute's Capability Maturity Model or other recognized industry standard.

### 2.2 IV&V 1 – Student Financial Aid System (SFAS)

#### 2.2.1 Objectives of the IV&V

The TO Contractor will assess the SFAS project focusing on:

- A) Project management processes consistent with: 1) The project management knowledge areas described in the PMBOK with emphasis on Time, Scope, Cost, and Risk Management; and 2) Application of the State of Maryland's System Development Life Cycle (SDLC) methodology;

- B) Capability of the MHEC Project Manager, or designee, to report accurately on project financials including total project costs associated with satisfying the phases of the SDLC;
- C) Project governance meaning the extent to which the agency has effectively: 1) Defined roles and expectations among all internal and external stakeholders; 2) Implemented an appropriate flow of project information among stakeholders; 3) Instituted a process for review and response to project issues including escalation to the executive sponsor; and 4) Instituted a process for executive approvals (for example, sign-off on SDLC documents) at appropriate project milestones; and
- D) Technical feasibility of the IT solution to conform to project requirements.

### **2.2.2 Project Description**

The SFAS will provide MHEC's Office of Student Financial Assistance (OSFA) with an efficient and consumer-friendly web-based operations support system to be used for: 1) initial application; 2) processing of new and renewal awards, student notification, and student award acceptance; 3) notifying higher education institutions and legislators of awards and awarding information; 4) verifying awards; 5) paying funds for awards and reconciling accounts; 6) the maintenance, tracking, fulfillment and repayment of service obligations associated with certain programs and 7) internet access for financial aid status for students and financial aid administrators.

### **2.2.3 IT Solution**

The SFAS will use current web-based technology. It will be based upon the agency standards of Microsoft products. This includes the data base back end using a Microsoft SQL server and the front end using a browser interface supported by current development languages. If necessary, an internal web site could be initiated on current equipment to support the web service for internal users. Outside customers will be serviced by the two internet web sites currently in operation at the agency. All of these technologies are in use currently at the Commission. These technologies exist in the MTAF and all are classified as current. These technologies are in general use by many State agencies. The agency plans to procure SQL licenses through the Maryland Education Enterprise Consortium (MEEC) Education Select Program.

### **2.2.4 Project Status as of April 2007 (updated status to be provided upon IV&V NTP)**

A dedicated Project Manager was acquired through the CATS contract and commenced work in mid-December 2006. The PM delivered a System Boundary Document and Risk Management Plan in mid-January 2007. An initial project management plan was completed in February 2007 and remains to be finalized. A Microsoft SharePoint web site has been established as a repository for project information. Bi-weekly project team meetings and monthly contract progress reviews are ongoing. A team charged with drafting a CATS Task Order Request for Proposals (TORFP) for system development was formed and held its kick-off meeting in late January. The TORFP draft is currently in progress.

### **2.2.5 Project Stakeholders**

- A) MHEC Office of Student Financial Assistance;
- B) MHEC Office of Information Systems;
- C) Maryland higher education institutions; and
- D) Students and parents seeking financial aid.

### **2.2.9 Interviews**

The TO Contractor shall interview relevant parties as part of the IV&V to include:

- E) MHEC Executive Sponsor;
- F) MHEC Project Manager;
- G) MHEC Chief Information Officer;

- H) MHEC Chief Financial Officer;
- I) The Contractor's Project Manager;
- J) Individuals identified post-NTP by MHEC, e.g., during the IV&V Kick-off meeting; and
- K) Other individuals identified independently by the TO Contractor(s) during the IV&V.

## **2.3 IV&V 2 – Maryland Pension Administration System (MPAS)**

### **2.3.1 Objectives of the IV&V**

The TO Contractor will assess the MPAS project focusing on:

- A) Project management processes consistent with: 1) The project management knowledge areas described in the PMBOK with emphasis on Time, Scope, Cost, and Risk Management; and 2) Application of the State of Maryland's SDLC methodology;
- B) Capability of the SRA Project Manager, or designee, to report accurately on project financials including total project costs associated with satisfying the phases of the SDLC;
- C) Project governance meaning the extent to which the agency has effectively: 1) Defined roles and expectations among all internal and external stakeholders; 2) Implemented an appropriate flow of project information among stakeholders; 3) Instituted a process for review and response to project issues including escalation to the executive sponsor; and 4) Instituted a process for executive approvals (for example, sign-off on SDLC documents) at appropriate project milestones; and
- D) Technical feasibility of the IT solution to conform to project requirements.

### **2.3.2 Project Description**

This project is the first step of a multi-step program to modernize the technologies that support the agency pension administration business processes. This program will develop a new information system, the Maryland Pension Administration System (MPAS). This project is MPAS Step One: Modernizing Legacy Technology (MPAS-1). This project will address the current limitations present in the Legacy Pension System (LPS) that make it difficult, risky, and time-consuming to implement major changes required by pension law changes. The project has two goals: 1) Implement a new agile technology architecture that can adapt more easily to changes in business requirements, and 2) Recreate the existing LPS functions in the new architecture. The expected outcome is a new pension administration system that can do what our LPS does now in an architecture that can be easily adapted and expanded based on future needs. Completion of MPAS-1 will create a solid foundation for future projects in the modernization program that will address other identified business needs, including data quality, business process improvement, and online services for customers.

### **2.3.3 Project IT Solution**

MPAS is being developed as a Microsoft .NET/SQL Server application. The development and production environments are to be hosted on Windows servers at the SRA headquarters. SRA is working to identify a NetworkMaryland site for the test/disaster recovery environment. The agility desired from MPAS-1 requires that the solution have at least these characteristics: 1) a relational database management system to improve the ease of change to the data structures (Microsoft SQL Server), 2) a multi-tier application design that segments the application into at least three logical tiers [data, logic, presentation] to improve modularity and ease of maintenance (Services Oriented Architecture using XML web services), 3) the application be composed of reusable components to ease maintenance, promote reuse, and ease reconfiguration of software components as needs require (Microsoft .NET components using Microsoft BizTalk Server for process orchestration), and 4) the extraction and storage of the business rules in a centralized location to permit the ease of retrieval and modification of business rules (ILOG Business Rules Management System).



### **2.3.4 Project Status as of April 2007** (updated status to be provided upon IV&V NTP)

The MPAS-1 application will be developed incrementally over a two-year period. A project kick-off meeting occurred in July 2006. Development of the system hardware / software infrastructure and SQL database commenced in October 2006 and remains in progress. Implementation into production is planned to occur in three phases, with the first phase scheduled for December 2007. The project is scheduled for completion by October 2008. SRA will have the option for ongoing vendor post-implementation support services through June 2010.

### **2.3.7 Project Stakeholders**

Project stakeholders include:

- A) SRA Administrative Division management and staff;
- B) SRA Information Systems Division management and staff; and
- C) Legacy Pension System users;
- D) Participating employers;
- E) Retirees and active system members.

### **2.3.9 Interviews**

The TO Contractor shall interview relevant parties as part of the IV&V to include:

- A) SRA Executive Sponsor;
- B) SRA Project Manager;
- C) SRA Administrative Division Director;
- D) SRA Chief Information Officer;
- E) SRA Chief Financial Officer;
- F) The Contractor's Project Manager;
- G) Individuals identified post-NTP by SRA, e.g., during the IV&V Kick-off meeting; and
- H) Other individuals identified independently by the TO Contractor(s) during the IV&V.

## **2.4 IV&V 3 – Agency Wide Smart Card (AWSC)**

### **2.4.1 Objectives of the IV&V**

The TO Contractor will assess the AWSC project focusing on:

- A) Project management processes consistent with: 1) The project management knowledge areas described in the PMBOK with emphasis on Time, Scope, Cost, and Risk Management; and 2) Application of the State of Maryland's SDLC methodology;
- B) Capability of the MTA Project Manager, or designee, to report accurately on project financials including total project costs associated with satisfying the phases of the SDLC;
- C) Project governance meaning the extent to which the agency has effectively: 1) Defined roles and expectations among all internal and external stakeholders; 2) Implemented an appropriate flow of project information among stakeholders; 3) Instituted a process for review and response to project issues including escalation to the executive sponsor; and 4) Instituted a process for executive approvals (for example, sign-off on SDLC documents) at appropriate project milestones; and

- D) Project disposition, to include:
  - a. Current status;
  - b. Issues, and
  - c. Potential project outcomes.

#### **2.4.2 Project Description**

This project will implement a bus fare collection system and fully integrated rail system for the MTA subway, light rail and Maryland Rail Commuter (MARC) lines to provide an Automatic Fare Collection System (AFCS). The AFCS will seamlessly link magnetic tickets and Smart Cards to all modes of mass transit throughout the State of Maryland, Washington DC, and Northern Virginia. There are three related MTA projects: Agency-wide Smart Card, LOTS Smart Card Upgrade and Bus Upgrade / Revenue Collection, that are incremental parts of a “Regional” system formerly referred to as the Transit Pass System. Instead of purchasing new fare boxes and smart card reader equipment in a combined effort, the equipment was procured via three separate contracts with the same contractor.

#### **2.4.3 Project IT Solution**

The solution is to engineer and install smart card fare collection equipment directly on MTA transit systems, and install a central computer with a transactional data base. The fare collection equipment collects and transmits transit data to the central computer. The central computer also will provide credit/debit clearing, control of fare tables and business rules, and tracking and recording of maintenance activities and schedules.

#### **2.4.4 Project Status as of April 2007 (updated status to be provided upon IV&V NTP)**

This project is in the implementation phase of the SDLC. Light Rail Transit (LRT) ticket vending machine (TVM) installation is 100% complete and the Metro installation of TVM is 60% complete. Metro installation stopped as of 7/05/06 until reliability issues were resolved in both LRT and Metro. MTA and the contractor continue to discuss corrective action to address the reliability issues during weekly meetings. MTA requested the contractor to extend the suspension of work for MARC an additional 90 day as of 8/16/06. As of April 2007, MTA had requested the contractor to re-start the Metro installations. The contractor agreed on condition MTA complete certain tasks and MTA was reviewing that request as of April 2007. MTA continues testing software revisions in the MTA lab in the meantime. Full acceptance of the system was slated for the end of July 2006 and is now tentatively scheduled for Sep. 2007.

#### **2.4.7 Project Stakeholders**

- A) The MARC, MTA Bus, MTA Light Rail, and MTA Metro transit systems;
- B) The MTA revenue collection department;
- C) The MTA planning department;
- D) The MTA maintenance department; and
- E) Users of MTA transit systems.

#### **2.4.9 Interviews**

The TO Contractor shall interview relevant parties as part of the IV&V to include:

- F) MTA Executive Sponsor;
- G) MTA Project Manager;
- H) MTA Chief Information Officer;
- I) MTA Chief Financial Officer;
- J) MTA Revenue Collection Department Director;
- K) MTA Planning Department Director;

- L) MTA Maintenance Department Director;
- M) The Contractor’s Project Manager;
- N) Individuals identified post-NTP by MTA, e.g., during the IV&V Kick-off meeting; and
- O) Other individuals identified independently by the TO Contractor(s) during the IV&V.

## 2.5 DELIVERABLES AND TIME OF PERFORMANCE

For each written deliverable described in the table below, the TO Contractor(s) shall submit to the TO Manager an electronic copy compatible with Microsoft Office 2003. With each deliverable, the TO Contractor shall submit a Deliverable Product Acceptance Form (DPAF) included as Attachment 7.

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 negligible text errors, but must:

- A) Be presented in a format appropriate for the subject matter and depth of discussion;
- B) Be organized in a manner that presents a logical flow of the deliverable’s content;
- C) Represent relevant, factual information that is current and accurate at the time of submittal; and
- D) Represent significant completeness towards the final written deliverable.

Upon receipt of a deliverable, the TO Manager shall review the deliverable to validate completeness and quality in meeting requirements. TO Manager shall document acceptance or rejection of the deliverable on the accompanying DPAF provided by the TO Contractor(s) as described above.

In the event of deliverable rejection, the TO Contractor(s) shall correct the identified deficiencies or non-conformities within five working days from rejection. At the discretion of the TO Manager, and as evidenced by the TO Manager’s written waiver, subsequent project tasks may not continue until deficiencies are rectified and the deliverable is formally accepted by the TO Manager as provided herein. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (See Section 2.9).

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

- A) Be presented in a format appropriate for the subject matter and depth of discussion;
- B) Be organized in a manner that presents a logical flow of the deliverable’s content; and
- C) Represent relevant, factual information that is current and accurate at the time of submittal.

The required deliverables and required time frames for completion based on NTP are defined in the table below. Deliverables may be submitted earlier than indicated, with the written approval of the TO Manager.

*Note: For meetings and presentations described in this Section, due dates are approximate based upon the availability of attendees. For written deliverables, due dates that fall on a non-working day for the State shall be due the next working day.*

<b>ID</b>	<b>Deliverables – TO Phase I – Project Assessment</b>	<b>Time of Performance</b>
2.5.1	<b>IV&amp;V Project Kick-Off Meeting</b> - The purpose of this meeting is to educate and obtain buy-in from participants in the IV&V process. The meeting shall accomplish the following: define roles and responsibilities, establish logistical details and communication	NTP + 21 Calendar Days

	<p>expectations, and clarify IV&amp;V tasks and time frames. The TO Contractor shall facilitate the meeting, providing an agenda, sign-in sheet, presentation, and other relevant materials for the meeting to the TO Manager in advance.</p> <p>Prior to and in preparation for the kick-off meeting, the TO Contractor(s) shall begin independent research for the IV&amp;V and obtain pertinent project documents and information from the TO Manager.</p>	
<p>2.5.2</p>	<p><b>IV&amp;V Project Management Plan</b> – This plan shall be a Microsoft Word document submitted via e-mail attachment. Once the TO Manager accepts the IV&amp;V Project Management Plan deliverable, it will become the baseline to gauge variances and TO Contractor performance.</p> <p>The IV&amp;V Project Management Plan shall describe the background, purpose, and approach consistent with the IV&amp;V SOW and the TO Contractor’s Proposal.</p> <p>The Word document shall contain or be accompanied by a Microsoft Project file that is a Gantt chart schedule of tasks and time frames for all IV&amp;V deliverables. The TO Contractor shall relegate the IV&amp;V Project Status Reports (Deliverable 2.5.3) to a separate part of the Gantt chart for clarity.</p> <p>The TO Contractor shall update the Gantt chart as needed on a bi-weekly basis and submit it with IV&amp;V Project Status Reports (See Deliverable 2.5.3, Part F).</p>	<p>NTP + 28 Calendar Days</p>
<p>2.5.3</p>	<p><b>IV&amp;V Project Status Reports</b> – These reports shall be Microsoft Word documents submitted bi-weekly via e-mail attachment with “IV&amp;V Status Report” in the e-mail subject line.</p> <p>The reports shall detail the IV&amp;V activities and progress for comparison against the IV&amp;V Project Management Plan (Deliverable 2.5.2). Reports shall be submitted in conjunction with bi-weekly IV&amp;V status discussions with the TO Manager. Reports shall contain, at a minimum, the following elements:</p> <ul style="list-style-type: none"> <li>A) Purchase Order Number and the reporting period;</li> <li>B) A table listing all project deliverables and indicating percent complete for each;</li> <li>C) A list of tasks accomplished during the reporting period;</li> <li>D) A list of tasks planned for the next reporting period;</li> <li>E) A section describing any IV&amp;V project risks and real or potential impacts on the project schedule, scope, and cost. This section will describe risk response activities toward meeting original schedule, scope, and cost baselines; and</li> <li>F) An imbedded or accompanying Microsoft Project file that is the Gantt chart from the IV&amp;V Project Management Plan, updated as needed from the original plan to show revised IV&amp;V tasks and time frames.</li> </ul>	<p>NTP + 28 Calendar Days for the first report and bi-weekly thereafter up until completion of Deliverable 2.5.7 at end of TO Phase I</p>

2.5.4	<p><b>IV&amp;V Draft Findings Report</b> –This report shall be a Microsoft Word document submitted via e-mail attachment.</p> <p>The report shall contain an executive summary that provides a concise overview of at least the high and medium priority findings and recommendations organized by IV&amp;V Objectives.</p> <p>The report shall describe the methodology used to perform the IV&amp;V. The report shall contain detailed positive and negative IV&amp;V findings, organized according to the IV&amp;V objectives.</p> <p>For negative findings, the report shall contain a table describing the deficiencies as “Improvement Opportunities” with corresponding recommended corrective actions for implementation by the agency. The table shall be organized according to the IV&amp;V objectives with the findings and recommendations prioritized as high, medium, or low.</p>	NTP + 56 Calendar Days
2.5.5	<p><b>IV&amp;V Findings: Internal Presentation to DBM/OIT</b> – This internal presentation to DBM/OIT shall be a Microsoft PowerPoint document submitted via e-mail attachment. The presentation shall be printed in sufficient color hard copies for an audience identified by the TO Manager. The presentation shall be orally presented in person by the TO Contractor to DBM/OIT and shall describe the IV&amp;V findings and recommendations consistent with the IV&amp;V Draft Findings Report.</p>	NTP + 70 Calendar Days
2.5.6	<p><b>IV&amp;V Final Findings Report</b> – This report is the finalized version of Deliverable 2.5.4, updated by the TO Contractor based on feedback received from the TO Manager on Deliverables 2.5.4 and 2.5.5.</p>	NTP + 77 Calendar Days
2.5.7	<p><b>IV&amp;V Findings: Agency Presentation</b> - This presentation is the finalized version of Deliverable 2.5.5, updated to be consistent with the IV&amp;V Final Findings Report. Both DBM/OIT and the agency shall be present for this presentation.</p>	NTP + 91 Calendar Days

ID	Deliverables – TO Phase II – Agency Corrective Actions	Time of Performance
<i>Note: TO Phase II is optional at the sole discretion of DBM</i>		
2.5.8	<p><b>IV&amp;V Corrective Action Plan (CAP)</b> – This plan shall be a Microsoft Word document submitted via e-mail attachment. The TO Contractor(s) shall obtain and incorporate input from the agency in the plan. The plan shall contain:</p> <ul style="list-style-type: none"> <li>A) The table of deficiencies and recommended corrective actions from the IV&amp;V Final Findings Report (Deliverable 2.5.6);</li> <li>B) A break down of planned agency tasks and time frames to implement each recommended corrective action;</li> <li>C) A break down of planned TO Contractor tasks and time frames</li> </ul>	NTP + 105 Calendar Days

	for providing IV&V Assistance (Deliverable 2.5.9).	
2.5.9	<p><b>IV&amp;V Phase II Assistance*</b> – The TO Contractor(s) shall provide 16 hours of assistance to the agency toward implementing corrective actions identified in the CAP (Deliverable 2.5.8).</p> <p>A break down of planned TO Contractor tasks and time frames for providing assistance shall be provided in Deliverable 2.5.8, Part C.</p> <p>* Assistance may be on or off-site as determined by the TO Manager, and may include but not be limited to technical assistance, SDLC documentation writing / editing, training or mentoring on project management best practices, or other corrective action support tasks agreed to by the agency.</p>	The time of performance for this deliverable shall occur between acceptance of Deliverable 2.5.8 (IV&V CAP) and acceptance of Deliverable 2.5.11 (IV&V Phase II CAP Presentation)
2.5.10a 2.5.10b 2.5.10c	<p><b>IV&amp;V Phase II CAP Updates (3)</b> - These three reports shall be delivered consecutively as Microsoft Word documents submitted via e-mail attachment. The reports are cumulative and shall be updated versions of the IV&amp;V CAP (Deliverable 2.5.8). Updated information in the reports shall describe agency progress against the IV&amp;V CAP. The TO Contractor(s) shall be required to monitor agency progress accordingly.</p> <p>The third IV&amp;V Phase II CAP Update (Deliverable 2.5.10c) shall include a recommendation on whether TO Phase III is warranted due to critical, incomplete corrective actions.</p>	NTP + 133 Calendar Days NTP + 161 Calendar Days NTP + 189 Calendar Days
2.5.11	<p><b>IV&amp;V Phase II CAP Presentation</b> – This presentation shall be a Microsoft PowerPoint document submitted via e-mail attachment and printed in sufficient color hard copies for a DBM/OIT and agency audience. The presentation shall be orally presented in person by the TO Contractor to DBM/OIT and the agency, and shall provide an overview of the third IV&amp;V Phase II CAP Update (Deliverable 2.5.10c).</p>	NTP + 196 Calendar Days

ID	Deliverables – TO Phase III – Agency Corrective Actions	Time of Performance
<i>Note: TO Phase III is optional and at the sole discretion of DBM.</i>		
2.5.12	<p><b>IV&amp;V Phase III Assistance*</b> – The TO Contractor(s) shall provide 16 hours of assistance to the agency toward implementing incomplete corrective actions identified in the third IV&amp;V Phase II CAP Update (Deliverable 2.5.10c).</p> <p>A breakdown of planned TO Contractor tasks and time frames for providing assistance shall be provided as an updated version of Deliverable 2.5.8, Part C.</p> <p>* Assistance may be on or off-site as determined by the TO Manager, and may include but not be limited to technical assistance, SDLC documentation writing / editing, training or mentoring on project management best practices, or other corrective action support tasks</p>	The time of performance for this deliverable shall occur between acceptance of Deliverable 2.5.11 (IV&V Phase II CAP Presentation) and acceptance of Deliverable 2.5.14 (IV&V Phase III CAP Presentation)

	agreed to by the agency.	
2.5.13a 2.5.13b 2.5.13c	<b>IV&amp;V Phase III CAP Updates (3)</b> - These three reports shall be delivered consecutively as Microsoft Word documents submitted via e-mail attachment. The reports are cumulative and shall be updated versions of the third IV&V Phase II CAP Update (Deliverable 2.5.10c). Updated information in the reports shall describe agency progress against the IV&V CAP. The TO Contractor(s) shall be required to monitor agency progress accordingly.	NTP + 224 Calendar Days NTP + 252 Calendar Days NTP + 280 Calendar Days
2.5.14	<b>IV&amp;V Phase III CAP Presentation</b> – This presentation shall be a Microsoft PowerPoint document submitted via e-mail attachment and printed in sufficient color hard copies for a DBM/OIT and agency audience. The presentation shall be orally presented in person by the TO Contractor to DBM/OIT and the agency, and shall provide an overview of the final IV&V Phase III CAP Update (Deliverable 2.5.13c).	NTP + 287 Calendar Days

## 2.6 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

For each IV&V, the TO Contractor(s) 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(s) shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. These may include, but are not limited to:

- A) The nine project management knowledge areas in the PMI’s PMBOK.
- B) The State’s SDLC methodology at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: SDLC.
- C) The State’s IT Security Policy and Standards at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: Security Policy.
- D) The State’s IT Project Oversight at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: IT Project Oversight.
- E) The State’s of Maryland Enterprise Architecture at [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: MTAF (Maryland Technical Architecture Framework).

## 2.7 TO CONTRACTOR EXPERTISE REQUIRED

The TO Contractor(s) must have a high level of expertise in performing an IV&V consistent with the IV&V Objectives described in Sections 2.2.1, 2.3.1, and 2.4.1. The selected TO Contractor(s) must have expertise in performing an IV&V consistent with the policies, guidelines and methodologies in Section 2.6.

In addition, the TO Contractor shall furnish all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The Master TO Contractor shall have expertise available in-house or through fostered strategic alliances with other firms for providing such services.

## 2.8 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS

The following personnel minimum qualification is mandatory for each IV&V:

A PMI certified PMP shall be designated and assigned by the TO Contractor(s) to serve as the IV&V Project Manager. This individual assigned to lead one, two or all three IV&Vs shall have three years of experience performing IV&V or equivalent quality assurance work on IT development projects comparable in scope to the applicable project(s) described in Sections 2.2, 2.3, and 2.4.

## **2.9 INVOICING**

Along with each completed deliverable, the TO Contractor(s) shall submit a DPAF, provided as Attachment 7, to the TO Manager. DPAFs shall be submitted as MS Word documents by email. Following the return of the executed DPAF indicating “Accepted” and signed by the TO Manager, the TO Contractor(s) shall submit an invoice for the deliverable in accordance with the procedures in Section 2.9.1. The invoice must be accompanied by a copy of the executed DPAF or payment shall be withheld.

Payments to the TO Contractor(s) shall be governed by the terms and conditions defined in the CATS Master Contract.

### **2.9.1 INVOICE SUBMISSION PROCEDURE**

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the DBM OIT Project Management Office as the TO Requesting Agency and contain the deliverable identification number and description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, invoice dollar amount consistent with the Price Proposal Form (Attachment 1), the TO Contractor’s Federal Employer Identification Number, and a point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice along with a copy of the executed DPAF for each deliverable being invoiced. Invoices shall be submitted for payment to the DBM OIT at the address below. Alternatively, invoices and copies of executed DPAFs may be submitted as .PDF files by email as directed by the TO Manager.

Director, Fiscal Services  
Maryland DBM OIT  
45 Calvert Street, Room 441  
Annapolis MD 21401

- C) The last invoice submitted under the TO Agreement shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

## **2.10 CHANGE ORDERS**

If the TO Contractor(s) is required to perform additional work, or if there is a work reduction due to unforeseen scope changes, the TO Contractor(s) and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor’s proposed rates in the Master Contract and SOW change. No SOW modifications shall be performed until a change order is executed by the TO Procurement Officer.



## **SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS**

### **3.1 REQUIRED RESPONSE**

Each Master Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit either: 1) A single TO Proposal encompassing one, two or three IV&Vs with a completed Master Contractor feedback form (submitted electronically through the CATS web site); or 2) A completed Master Contractor feedback form only.

### **3.2 FORMAT**

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements described in Section 1.3. Each TO Proposal shall provide the following:

#### **3.2.1 THE TECHNICAL RESPONSE OF EACH TASK ORDER PROPOSAL SHALL INCLUDE AND BE ORGANIZED AS FOLLOWS:**

- A) General Information (The following sections of the technical response are generally applicable and shall NOT name or contain information pertaining to the specific IV&Vs under this TORFP).
  - 1) Executive Summary: A brief overview describing the Master Contractor's background and capabilities for IV&V performance. This section also shall describe the Master Contractor's understanding of the State's purpose and desired approach for conducting IV&Vs as noted Sections 2.1.1 and 2.1.2.
  - 2) Proposed Methodology: A detailed discussion of the Master Contractor's IV&V methodology. Following a general description of the methodology, this section shall describe its applicability to different system development phases, specifically:
    - a. planning / requirements analysis
    - b. design / development
    - c. testing / implementation
  - 3) SDLC Understanding: A brief discussion demonstrating the Master Contractor's understanding of how State agencies should be applying the SDLC methodology to MITDPs (Refer to Section 2.6, A).
  - 4) Initial IV&V Gantt Chart: A Microsoft Project Gantt chart showing the IV&V Project Deliverables listed in Section 2.5, broken down into sub-tasks and time frames required to produce each deliverable. This chart shall be the first iteration of the Gantt chart described in Section 2.5.2. The chart shall show personnel assigned, and work hours estimated, for each sub-task.
  - 5) Initial Risk Assessment: Identification and prioritization of risks inherent in producing each deliverable listed in Section 2.5 and corresponding risk response strategies. This section shall provide a baseline for ongoing risk assessments that are part of the bi-weekly "IV&V Status Reports" deliverable described in Section 2.5.3.
  - 6) Assumptions: A description of any general assumptions formed by the Master Contractor's in developing the Technical Proposal.
  - 7) Provide three examples of projects the Master Contractor and / or Subcontractor have completed that were similar in scope to the one defined in this TORFP. Each of the three examples must include a reference complete with the following:
    - a. Name of organization for which the work was performed
    - 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 Master Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization
- 8) 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, and if yes, the reason(s) why
  - f. Whether any available renewal option was not exercised
  - g. The State employee contact person (name, telephone number and e-mail)
- 9) State Assistance: Provide an estimate of expectation concerning participation by State personnel in terms of frequency and amount of time.
- 10) Confidentiality: A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 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
- B) IV&V Specific Information (The following sections of the technical response shall pertain to, and be organized by, specific IV&Vs).
- 1) List of IV&Vs: A list of the one, two or three IV&Vs the Master Contractor is proposing to perform. For each IV&V listed, the Master Contractor shall cite the corresponding IV&V Objectives from Section 2.2.1, 2.3.1, or 2.4.1. If applicable for any particular Objective, the Master Contractor shall describe any special assumptions, special risks, or extra time or work required to achieve the Objective.
  - 2) For each IV&V the Master Contractor is proposing to perform, provide the following information on proposed personnel:
    - a. Resumes for all proposed personnel. The resume(s) for the IV&V Project Manager described in Section 2.8 shall be clearly designated as such and be accompanied by a copy of that individual's PMI certificate. The PMI certificate shall serve as objective proof that the minimum qualification in Section 2.8 is met.
    - b. Provide the names and titles of all key management personnel who shall be supervising the proposed personnel.
    - c. Complete and provide Attachment 5 - Labor Classification Personnel Resume Summary – for all proposed personnel.
  - 3) MBE Participation: For each IV&V the Master Contractor is proposing to perform, submit completed MBE documents Attachment 2 - Forms D-1 Certified MBE Utilization and Fair Solicitation Affidavit, and D-2 MBE Participation Schedule..

- 4) Subcontractors: For each IV&V the Master Contractor is proposing to perform, identify all proposed subcontractors, including MBEs, and their full roles in the performance of the proposed work.

**3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE (Submit a separate financial response for each IV&V proposed.)**

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based;
- B) Completed Financial Proposal – Attachment 1, including:
  - 1) TORFP and IV&V #.
  - 2) Fixed-price dollar figures rounded to the nearest whole dollar.

## **SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT**

### **4.1 EVALUATION CRITERIA**

Up to three TO Contractors (one for each IV&V) may be selected from among all eligible Master Contractors within the appropriate functional area responding to this CATS TORFP. In making the TO Agreement award determination, the TO Requesting Agency will consider all information submitted in accordance with Section 3 - TO Proposal Format and Submission Requirements.

### **4.2 TECHNICAL CRITERIA**

If the minimum qualifications in Sections 2.7 and 2.8 are met, the following are the technical criteria for evaluating a TO Proposal in descending order of importance (Failure to meet minimum qualifications shall disqualify a proposal):

- A) The capability of the Master Contractor's and any subcontractor's proposed personnel to perform the services described in the Master Contractor's technical response to this TORFP.
- B) The Master Contractor's overall understanding of the SOW (Section 2) of this TORFP. The level of SOW understanding shall be determined by the quality and accuracy of the technical response in adherence to Section 3.2.1.
- C) Experience, capability and references for the Master Contractor and proposed subcontractors as described in the Master Contractor's technical response to Section 3.2.1A-6.

### **4.3 SELECTION PROCEDURES**

- A) 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.
- B) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- C) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit will receive greater weight than price.

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

Commencement of work in response to a TO Agreement for each IV&V shall be initiated only upon issuance of a fully executed TO Agreement, Non-Disclosure Agreement, Purchase Order, and by a NTP authorized by the TO Procurement Officer.

## ATTACHMENT 1 - PRICE PROPOSAL FORM

**IV&V # F10P72\_\_\_\_\_**

ID	TO Phase I – Deliverables	Proposed Price
2.5.1	IV&V Kick-Off Meeting	
2.5.2	IV&V Project Management Plan	
2.5.4 and 2.5.5	IV&V Draft Findings Report and Internal Presentation to DBM/OIT	
2.5.6	IV&V Final Findings Report	
2.5.7	IV&V Findings: Agency Presentation	
<b>Proposed Fixed Price for TO Phase I – Deliverables</b>		
<i>The deliverables below are optional and at the sole discretion of DBM</i>		
ID	TO Phase II – Deliverables	Proposed Price
2.5.8	IV&V Phase II Corrective Action Plan (CAP)	
2.5.9	IV&V Phase II Assistance	
2.5.10a-c	IV&V Phase II CAP Updates (Upon acceptance of third report, 2.4.10c)	
2.5.11	IV&V Phase II CAP Presentation	
<b>Proposed Fixed Price for TO Phase II – Deliverables</b>		
<i>TO Phase III is optional and at the sole discretion of DBM.</i>		
ID	TO Phase III – Deliverables	Proposed Price

2.5.12	IV&V Phase III Assistance	
2.5.13a-c	IV&V Phase III CAP Updates (Upon acceptance of third report, 2.4.10c)	
2.5.14	IV&V Phase III CAP Presentation	
<b>Proposed Fixed Price for TO Phase III – Deliverables</b>		
<b>TOTAL PROPOSED FIXED PRICE = Sum of TO Phases I-III</b>		

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

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

\_\_\_\_\_  
Title

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

**SUBMIT AS REQUIRED IN SECTION 3.2.2 OF THE TORFP.**

## **ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE (MBE) FORMS**

### **TO CONTRACTOR MBE REPORTING REQUIREMENTS**

#### **CATS TORFP**

#### **F10P7200\_\_**

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.

1. 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 TO Agreement, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for this TORFP. Part of that effort, 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.
2. The TO Contractor must complete a separate form D-5 for each MBE subcontractor for each month of the TO Agreement and submit one copy to each of the locations indicated at the bottom of the form. The report is due not later than the 15<sup>th</sup> of the month following the month that is being reported. For example, the report for January's activity is due not later than the 15<sup>th</sup> 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.
3. The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy 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 not later than the 15<sup>th</sup> 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 the form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime TO 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.

## ATTACHMENT 2 – MBE FORMS

### FORM D-1

#### CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

**Offeror shall complete and submit a separate Form D-1 (Certified MBE Utilization and Fair Solicitation Affidavit) with each TO Technical Proposal for which it proposes an IV&V. If the Offeror fails to submit this Form D-1 with the TO Technical Proposal for each IV&V proposed, the TO Procurement Officer shall determine that any TO Proposal for which the Form D-1 was not submitted is not reasonably susceptible of being selected for award.**

In conjunction with the offer submitted in response to TORFP No. F10P7200\_\_, I affirm the following:

1. I acknowledge the overall certified MBE participation goal of \_\_\_ percent. 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 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 the apparent TORFP 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.

2. I have identified the specific commitment of each certified MBE by completing and submitting an MBE Participation Schedule (Attachment D-2) with the TO Technical Proposal.
3. 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.
4. I understand that if I am notified that I am the apparent TO 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 the offeror's responsibility in connection with the certified MBE participation goal.

If I am the apparent TORFP 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 TORFP award. If the TORFP has already been awarded, the award is voidable.

5. 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 SIGNED AS A .PDF FILE WITH THE TECHNICAL RESPONSE AS  
REQUIRED IN SECTIONS 1.3 AND 1.4 OF THE TORFP.**

**ATTACHMENT 2 – MBE FORMS**

**FORM D-2**

**MBE PARTICIPATION SCHEDULE**

**Offeror shall complete and submit a separate Form D-2 (MBE Participation Schedule) with each TO Technical Proposal for which it proposes an IV&V. If the Offeror fails to submit this Form D-2 with the TO Technical Proposal for each IV&V proposed, the TO Procurement Officer shall determine that any TO Proposal for which the Form D-2 was not submitted is not reasonably susceptible of being selected for award.**

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

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

**SUMMARY**

<b>TOTAL MBE PARTICIPATION:</b>	<u>        </u> %
<b>TOTAL WOMAN-OWNED MBE PARTICIPATION:</b>	<u>        </u> %
<b>TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:</b>	<u>        </u> %

Document Prepared By: (Please print or type.)

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

**SUBMIT SIGNED AS A .PDF FILE WITH THE TECHNICAL RESPONSE**

**AS REQUIRED IN SECTIONS 1.3 AND 1.4 OF THE TORFP.**

**ATTACHMENT 2 – MBE FORMS**

**FORM D-2**

**MBE PARTICIPATION SCHEDULE (CONTINUED)**

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

**SUBMIT AS A .PDF FILE WITH THE TECHNICAL RESPONSE  
AS REQUIRED IN SECTIONS 1.3 AND 1.4 OF THE TORFP.**

**ATTACHMENT 2 – MBE FORMS**

**FORM D-3**

**OUTREACH EFFORTS COMPLIANCE STATEMENT**

In conjunction with the MBE participation commitment submitted in response to TORFP # F10P7200 \_\_\_\_, I state the following:

- 1. Offeror identified opportunities to subcontract in these specific work categories:
  
- 2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.
  
- 3. Offeror made the following attempts to contact personally the solicited MBEs:
  
- 4.  /Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.  
(DESCRIBE EFFORTS)
  
- This project does not involve bonding requirements.
  
- 5.  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 NOTIFICATION OF AWARD.**

**ATTACHMENT 2 – MBE 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. F10P7200\_\_\_\_, it and \_\_\_\_\_,  
(Subcontractor Name)

MDOT Certification No. \_\_\_\_\_, intend to enter into a contract by which the subcontractor shall:

(Describe work to be performed by MBE):

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

By:

By:

\_\_\_\_\_  
Prime TO Contractor Signature

\_\_\_\_\_  
Subcontractor Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTIFICATION OF AWARD.**

## ATTACHMENT 2 – MBE FORMS

### FORM D-5

#### MBE PARTICIPATION TO CONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): _____ <b>Report is due by the 15<sup>th</sup> of the following month.</b>	CATS TORFP # _____ Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
--	--

Prime TO Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
<b>List all unpaid invoices over 30 days old received from the MBE subcontractor named above:</b>			
1.			
2.			
3.			
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:**

MBE Officer Department of Budget and Management Procurement Unit 45 Calvert Street, 1 <sup>st</sup> Floor Annapolis, MD 21401 MBEOfficer@dbm.state.md.us	
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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SUBMIT AS REQUIRED IN THE TO CONTRACTOR MBE REPORTING REQUIREMENTS SECTIONS 1 THROUGH 4.**

## ATTACHMENT 2 – MBE FORMS

### FORM D-6

#### MBE PARTICIPATION SUBCONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____  Reporting Period (Month/Year): ___/_____  <b>Report Due By the 15<sup>th</sup> of the following month.</b>	CATS TORFP # _____ Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____	
MBE Subcontractor Name: _____		
MDOT Certification #: _____		
Contact Person: _____		
Address: _____		
City: _____	State: _____	ZIP: _____
Phone: _____	FAX: _____	
Subcontractor Services Provided: _____		
<b>List all payments received from Prime TO Contractor during reporting period indicated above.</b> 1. _____  2. _____  3. _____  <b>Total Dollars Paid: \$</b> _____	<b>List dates and amounts of any unpaid invoices over 30 days old.</b> 1. _____  2. _____  3. _____  <b>Total Dollars Unpaid: \$</b> _____	
Prime TO Contractor: _____		Contact Person: _____

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

MBE Officer Department of Budget and Management Procurement Unit 45 Calvert Street, 1 <sup>st</sup> Floor Annapolis, MD 21401 MBEOfficer@dbm.state.md.us	
---	--

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



**SUBMIT AS REQUIRED IN THE TO CONTRACTOR MBE REPORTING REQUIREMENTS, SECTIONS 1 THROUGH 4.**

## ATTACHMENT 3 – TASK ORDER AGREEMENT

### CATS TORFP# F10P7200\_\_\_\_ OF MASTER CONTRACT #050R5800338

This Task Order Agreement (“TO Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2007 by and between the Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, Department of Budget and Management (DBM).

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. “CATS TORFP” means the Task Order Request for Proposals # F10P7200\_\_\_\_, dated \_\_\_\_\_, 2007, including any addenda.
  - b. “Master Contract” means the CATS Master Contract between DBM and the Master Contractor dated December 19, 2005.
  - c. “TO Procurement Officer” means Mike Yeager. DBM may change the TO Procurement Officer at any time by written notice to the TO Contractor.
  - d. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_ and whose principal office in Maryland is \_\_\_\_\_.
  - e. “TO Manager” means Robert Krauss of DBM. DBM may change the TO Manager at any time by written notice to the TO Contractor.
  - f. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated \_\_\_\_\_, 2007 of TO Proposal – Technical.
  - g. “TO Proposal – Financial” means the Task Order Contractor’s financial response to the CATS TORFP dated \_\_\_\_\_, 2007 of TO Proposal - Financial.
  - h. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
  - i. “TO Requesting Agency” means the Department of Budget and Management, as identified in the CATS TORFP.
2. Scope of Work
  - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
  - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 - Scope of Work of the CATS TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:

- a. The TO Agreement;
- b. Exhibit A – CATS TORFP;
- c. Exhibit B – TO Proposal-Technical; and
- 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 TORFP upon receipt of a NTP from the TO Manager. The term of this TO Agreement is for a period of insert time for performance, commencing on the date of NTP and terminating on \_\_\_\_\_, 200\_\_.

### 4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS TORFP and shall not exceed the total dollar amount of 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. See Section 2.10 Change Orders of the TORFP.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 - Scope of Work of the CATS TORFP, but no later than thirty (30) days after the TO Requesting Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the TO Requesting 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 Employer Identification Number. 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 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

\_\_\_\_\_ (SEAL) \_\_\_\_\_  
By: Type or Print TO Contractor POC Date

Witness/Attest: \_\_\_\_\_

STATE OF MARYLAND, TO Requesting Agency

\_\_\_\_\_ \_\_\_\_\_  
By: 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 Offeror warrants that, except as disclosed in Section 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 as necessary):
- E) The Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the 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 Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the TO Agreement has been awarded and performance of the TO Agreement has begun, the TO Contractor shall continue performance until notified by the TO 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 WITH THE TECHNICAL RESPONSE.**

## **ATTACHMENT 5 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY**

### **INSTRUCTIONS:**

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.
2. Only labor classifications proposed in the Master Contractors Technical proposal may be proposed under the CATS TORFP process.
3. For each person proposed in any of the labor classifications, complete one Labor Classification Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.

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

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 Classification Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.



## **ATTACHMENT 6 – DIRECTIONS TO THE PRE-TO PROPOSAL CONFERENCE**

### **From Baltimore Area:**

- Take I-97 off the Baltimore Beltway heading south to Annapolis.
- I-97 will end and turn into Route 50 East.
- Take Rowe Blvd. exit toward downtown Annapolis.

### **From the Eastern Shore or Route 2:**

- Cross the Severn River Bridge and exit on Rowe Blvd.

### **From Either Direction:**

- Follow Rowe Blvd. to the third traffic light.
- Stay to the right when the road splits before the Treasury Building.
- Turn right onto Calvert St.
- 45 Calvert Street is the first building immediately on the right.
- Room 164 is on the first floor.
- Stop and register with the Security Guard; you will be directed to Room 164.

### **Parking:**

- The closest garage is next to 45 Calvert St. but must be entered from Clay St. This is the second right turn after turning onto Calvert St. Turn right onto Clay St. immediately after passing 45 Calvert St.
- Another garage is available about a half of a block down from 45 Calvert St. on the left, called Gotts' Garage.
- There is also limited metered parking available on Calvert and surrounding streets.





## **ATTACHMENT 8 - NON-DISCLOSURE AGREEMENT (MASTER CONTRACTOR)**

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

MASTER CONTRACTOR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP #F10P7200\_\_ for TORFP Project \_\_\_\_\_. In order for the MASTER CONTRACTOR to submit a TO Proposal, it will be necessary for the State to provide the MASTER CONTRACTOR with access to certain confidential information including, but not limited, to \_\_\_\_\_. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in Section 1.7 Non-Disclosure Agreement of the TORFP, MASTER CONTRACTOR agrees as follows:

1. MASTER CONTRACTOR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7 Non-Disclosure Agreement of the TORFP, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the MASTER CONTRACTOR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the MASTER CONTRACTOR shall provide originals of such executed Agreements to the State. Each employee or agent of the MASTER CONTRACTOR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the MASTER CONTRACTOR.
3. MASTER CONTRACTOR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the MASTER CONTRACTOR does not submit a Proposal, the MASTER CONTRACTOR shall return the Confidential Information to TO Procurement Officer, Department of Budget and Management on or before the due date for Proposals.
4. MASTER CONTRACTOR 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 MASTER CONTRACTOR'S failure to comply with the requirements of this Agreement. The MASTER CONTRACTOR 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 MASTER CONTRACTOR or any employee or agent of the MASTER CONTRACTOR to comply with the requirements of this Agreement, MASTER CONTRACTOR and such employees and agents of MASTER CONTRACTOR 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. MASSTER CONTRACTOR 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. MASTER CONTRACTOR 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 MASTER CONTRACTOR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the MASTER CONTRACTOR 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.

MASTER CONTRACTOR: \_\_\_\_\_ BY: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

**SUBMIT AS REQUIRED IN SECTION 1.7 NON-DISCLOSURE AGREEMENT OF THE TORFP.**

## ATTACHMENT 9 - NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

This Non-Disclosure Agreement (the "Agreement") is made as of this \_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the State of Maryland ("the State"), acting by and through its Department of Budget and Management (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 IV&V \_\_\_\_\_ (IV&V Name) TORFP # F10P7200 \_\_\_ dated \_\_\_\_\_, (the "TORFP" issued under the CATS procurement issued by the Department, Project Number 050R5800338; and

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

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

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

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

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

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

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

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

**Department of Budget and Management:**

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

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

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

**SUBMIT AS REQUIRED IN SECTION 1.7 NON-DISCLOSURE AGREEMENT OF THE TORFP.**