

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

**Maintenance and Continued Development of Automated Grants
Management System**



Governor's Office of Crime Control & Prevention

CATS TORFP PROJECT NUMBER DEXP7200102

ISSUE DATE: December 15, 2006

NOTICE

Prospective Offers who have received this document from the Department of Budget and Management's web site or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wishes to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement officer and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them.

Minority Business Enterprises are Encouraged to Respond to this Solicitation

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 web site regardless of whether a TO Proposal is submitted or not.** The form is accessible via your 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 and 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.

Although information from the Contractors must be sent to concurrent individuals as stated in this Key Information Summary sheet, all correspondence from GOCCP to the Contractors shall be sent only by the GOCCP Contracts Manager or designee. Also, all original proposals submitted by the Contractors shall be emailed to the GOCCP Contracts Administrator and copies emailed to all other individuals listed in this Key Information Summary Sheet.

TORFP Title:	Maintenance and Continued Development of Automated Grants Management System
Functional Area:	FA5- Software Engineering
TORFP Issue Date:	December 15, 2006
Closing Date and Time:	January 19, 2007 3:00 PM
TORFP Issuing Agency:	Governor's Office of Crime Control & Prevention
Send Questions and Proposals to:	TO Procurement Officer - Laura Davidson e-mail: laurad@goccp-state-md.org Telephone Number: (410) 821-2844
Questions should be submitted no later than 7 working days prior to TORFP Closing Date	GOCCP Contracts Manager – Kisha Simpson E-mail address – kisha@goccp-state-md.org Telephone Number: 410-821-2860
TO Procurement Manager:	Laura Davidson Office phone (410) 821-2844 Fax: (410) 321-3116
TO Manager	Kisha Simpson, Director of Information Technology Services Office phone (410) 821-2860 Fax: (410) 321-3116
TO Project Number:	
TO Type:	Fixed Price base plus Time and Materials
Period of Performance:	Two (2) years plus one (1) option year, ending June 30,

2010

MBE Goal:

30 percent

Small Business Reserve (SBR):

No

Primary Place of Performance:

Work will be performed at the TO Contractor's facility with the exception of meetings/tasks that require GOCCP staff participation. These can be held at either TO Contractor's facility or at the GOCCP location, 300 E. Joppa Road, Suite 1105, Towson, Maryland

TO Pre-Proposal Conference:

**January 10, 2007
10:00 AM – 12:00 PM
Hampton Plaza Party Room
300 E. Joppa Road
Baltimore, MD 21286**

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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 the TO Agreement. See Section 2.14 for information on change orders.

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

1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific TO Agreement, Attachment 3, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal.

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by the GOCCP e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP DEXP7200102. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP DEXP7200102 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP DEXP7200102 Financial".

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(s).

Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time it submits its TO Proposal(s) will result in the State's rejection of the Master Contractor's TO Proposal(s).

1.5 EMARYLANDMARKETPLACE FEE

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 TO value, including any options. TO Contractors 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. A copy of COMAR 21.02.03.06 and the guidelines issued by the Maryland Department of General Services can be found on the eMarylandMarketplace website at www.eMarylandMarketplace.com.

The rate(s) or price(s) of the proposal/bid shall include the appropriate fee as per the COMAR 21.02.06.03 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

The TO Contractor awarded the TO Agreement shall provide IT consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each

Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 4 in this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

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

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at GOCCP 300 E. Joppa Road, Suite 1105, Baltimore, Maryland 21286. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement in the form of Attachment 8. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

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

1.8 LIMITATION OF LIABILITY CEILING

Pursuant to Section 28(C) of the CATS Master Contract, the limitation of liability per claim under this TORFP shall not exceed the total TO Agreement amount established.

SECTION 2 – SCOPE OF WORK

2.1 PURPOSE, AGENCY INFORMATION, BACKGROUND, AND OBJECTIVES

2.1.1 PURPOSE

The Governor's Office of Crime Control & Prevention (GOCCP), hereinafter referred to as the "AGENCY", is issuing this TORFP to obtain personnel well versed in the language of Delphi 6.0, Firebird database and SQL programming, and a variety of languages and products to work with GOCCP IT staff for the continued development and maintenance of its existing automated Grants Management System.

2.1.2 GOCCP INFORMATION

The mission of the Governor's Office of Crime Control & Prevention (GOCCP) is to prevent future victims of crime by improving public safety, services to victims of crime and the administration of criminal and juvenile justice. This mission is achieved by:

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

2.1.3 BACKGROUND

GOCCP administers 19 state and 18 federal grant programs including the Maryland Victim of Crime Fund and the Edward Byrne Memorial State and Local Law Enforcement Block (Byrne) Grants. The office in turn awards these grants to local government, state government, law enforcement, criminal justice agencies and non-profit groups across the state. Currently the Office manages a budget in excess of \$40 million and awards more than 700 grants per year.

The financial and reporting rules of governing each of the 37 grant programs vary. Although each of the grant programs makes awards annually, the awards are not all made at the same time of year. In addition, it is not uncommon for new grant programs to come into existence as Federal money is awarded. Grant cycles run from one to three years. Throughout each grant cycle the GOCCP staff responsible for each program tracks the financial status and performance of each grant. GOCCP has had in development for the past seven years, an automated grant tracking system that monitors all grant programs.

2.1.3.1 CURRENT NETWORK AND DESKTOP ENVIRONMENT

The current computer network is a 52 person LAN operating in a Windows XP Professional environment

connected with a Novell 6.5 network.

Two separate databases (GMS, Applications) are maintained on two (2) HP ML330 servers, both operating Windows 2003 Server.

The present grants management system involves three modules, a data entry, reporting, and administration program. Two web-access components are also included, which allow sub-grantees the ability to submit applications and periodic financial and programmatic reports via the Internet.

The Data Entry module allows users the ability to view data, add new data or change data related to grant applications and awards. This program operates an activity log function, an organization book and contact list, and captures application and grant information in two separate areas.

The Reports module allows GOCCP users to run standard reports related to contacts, applications and grant awards in the GMS database. It also provides the user the ability to create new reports using an Ad Hoc report tool called Shazam. The Reports module controls a series of several reports:

- 1) Contact Reports
- 2) Application Reports
- 3) Grant Award Reports
- 4) Fund Obligation Report
- 5) Financial Submissions
- 6) Payments Processed
- 7) Ad Hoc Reports
- 8) Management Reports

The Administration module is used to accomplish tasks such as adding new users to the system, adding grant program budget data and adding items that users can select from pick lists.

The GMS software applications or modules that are currently deployed at GOCCP or grantee sites, that comprise the GMS software and require routine maintenance support include:

- **MD.exe** – Module for GOCCP users to enter, search and view grant application and grant award related data. **224,616 lines of code**
- **Rpt_GMS.exe** – Module providing multiple standard reports for grant application and grant award related data and ad-hoc capability. **257,320 lines of code**
- **AdminGMS.exe** – Module to allow technical staff to manage all administrative and security related tables. **88,237 lines of code**
- **ApplicationMgt.exe** – Module to allow technical staff to manage interactions between Internet accessible database and the internal GMS database. **174,746 lines of code**
- **ApplicationServer.exe** – Middle tier server allowing client software running on supported organizations computers to access external database server located at GOCCP to apply for grants and submit required reports. **164,199 lines of code**
- **GOCCPApplication.exe** – Client software used by applicants and grantees to computers to access database server at GOCCP via the internet to apply for grant awards. **119,641 lines of code**
- **GOCCPReporting.exe** – Client software used by applicants and grantees to computers to access database server at GOCCP via the Internet to submit required reports. **186,769 lines of code**
- **CalcSummaryData.exe** – Server to periodically calculate and save summary management data. **79,789 lines of code**

- **GMS_ChangeGrantNbr.exe** – Utility to change grant record to new program, fiscal year and sequence number. **78,983 lines of code**

The incumbent TO Contractor owns all software and development tools used in the construction and maintenance of the GMS. GOCCP owns the source code and all interfaces of the GMS now in effect in the State.

2.1.3.2 CURRENT BUSINESS PROCESS

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

1. As the State Administering Agency of funds used for the control and prevention of crime in the State of Maryland, the Executive Director approves the pursuit of new federal funds or the renewal of existing funds. Information regarding the solicitation of grants funds is captured in the Administration module of the GMS.
2. Once an application is approved for funding a grant award letter is sent to the GOCCP Executive Director for signature and legal acceptance.
3. Upon receipt of award and confirmation of the award amount, a budget for the awarded source of funds is entered into the Administration module. This includes the grant award number, award period, and any change to the original request for funds. Any general or special conditions that should be passed on to sub-recipients are also entered.
4. A budget amendment is prepared for submission to Annapolis.
5. If set-aside funds are required, entries are made in the Administration module separating these funds from money used for awarding sub-grant. If Administrative expenses are allowed a sub award is immediately created to prevent over expenditure of funds.
6. A Notice of Fund Availability (NOFA), which serves as an announcement regarding the types of programs that can be funded and the programmatic requirements or guidelines for those specific funds, is sent out to potential applicants and published on the GOCCP website.
7. Sub-recipients eligible to receive funds from GOCCP submit an application. Applications are completed either manually or via the electronic application program, and submitted to GOCCP. Manual submissions are entered into the GMS by GOCCP staff. Electronic applications are initially reviewed by IT and submitted directly into the GMS through the use of an Application Management utility.
8. The GMS currently has over 8000 contacts housed in a Contact table. New contacts submitting applications that are not in the system are entered at this time. The Contact table captures the name, address, phone/fax, and GOCCP programs of interest (affiliations) of the contact.
9. A second table, the Organization table, captures the organization information associated with the contact. This includes the agency name, address, phone/fax, Authorized Official, organization type, federal identification number, and website address.
10. When an application is entered the GMS assigns a system generated application number based on the funding source the application is submitted under. An application number consists of the current four digit year, a two letter code consistent with the grant applied for, and a four digit sequence number. At this time an application's status is "Application Submitted".
11. The application captures the name of the applicant and contact information, title of proposed program, application number, amount of grant, detailed line item breakdown of budget by category, type of specific equipment being asked for (if applicable), justification for each category, a project summary and a detailed narrative of the project. Notification of the electronic submission is forwarded to the Program Manager and the Control Desk.

12. A Grant Application Review Form, which is a standard report generated through the Reports module, is printed in preparation for a review process. Each project is reviewed by either a review panel, or by an individual. The type of review is contingent on each program's guidelines and scoring process. After the review process there are several status an application can fall under:

- Under Review
- Staff Follow-up
- Awarded Funding
- Not Funded
- Application Withdrawn

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

14. After an application has been funneled through the proper channels and approved for funding, it is made into a grant. The GMS generates a grant number based on the selected funding source. A grant number is comprised of a four-letter grant code, the fiscal funding year of the source of money, and a system generated sequence number. ***If a grant is a continuation from a previous year, the sequence number remains the same; only the fiscal funding year changes.*** The sequence number can be generated by the GMS or chosen by the Chief Grants Officer. All data entry performed in the Application program will automatically transfer into the Grants program, which reduces the need for duplicate data entry. The Chief Grants Officer changes the status of the application to "Awarded Funding".

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

15. An award package is produced from the GMS' Reports module by the Control Desk Administrator, and consists of the following standard forms to be distributed to the grantee:

- Award cover letter
- Grant Award notification
- General Conditions
- Special Conditions
- Budget Notice
- Performance Measurements
- Progress Report
- Eligible grant programs will include a Request for Advance form

16. A grantee acceptance package is also generated and mailed. The acceptance package consists of the following forms:

- Acceptance cover letter

- Notification of Project Commencement
- General Conditions
- Special Conditions
- Budget Notice
- Project Financial Report (First Quarter Only)

17. Data that is captured from an application/grant includes the following:

- Applicant Information
- Budget Information
- Project start and end dates
- County the grant is awarded to
- Service site where the project will actually take place
- Legislative jurisdiction the grant is being implemented in
- Special conditions that may result
- GOCCP strategy area
- Summary of the program
- Keyword (s) which summarizes the areas a project is addresses

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

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

20. A grantee must submit an “Award Acceptance” form within 14 days of receipt of an Award Letter. When this document is received the Control Desk Administrator changes the status of the grant in the GMS to “Award Accepted”.

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

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

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

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

25. Once the grantee has submitted both the Award Acceptance and Notice of Project Commencement grant funds may be spent. Grant funds are administered as reimbursements, with select exceptions. In turn, GOCCP requests fund from the relative funding source on a reimbursement basis, with select exceptions.
26. Monitoring commences once a project begins. Overseeing a grant consists of scheduled or unscheduled site visits. (the results of a site visit are captured in the data entry module under the Monitor Site Visit tab, and generate a report based on entered data) Contact via correspondence, phone calls, or e-mail is captured in the Activity Log.
27. Grant monitoring may also include a GOCCP Field Auditor's examination of financial statements, financial related information, economy and efficiency of operations, and/or actual effectiveness in achieving program results. Results of a field audit are captured in the Desk Audit tab in the Data entry module.
28. All grantees are required to submit quarterly fiscal and programmatic reports. If the grantee has agency financial constraints, they may request reimbursement monthly. Contingent on the specifications of General or Special conditions imposed on a project, the grantee may be required to submit reports on a more frequent or less frequent basis. (e.g. If negative issues exist more frequent reporting could be required)

These reports are obtained and submitted electronically through a reporting thin client application that is downloaded from the GOCCP website and installed on a grantees hard drive.

29. Electronically submitted reports are reviewed by Agency IT and entered directly into the GMS via an Application Management utility. This utility retrieves information from the Application server which stores all data submitted by a grantee, and imports it into the GMS database for final review and approval by GOCCP staff.
30. Reports submitted electronically can be in four statuses:
 - P – Pending (a grantee is in the process of completing a report or is editing a report)
 - S – Submitted (a grantee has completed a report and submitted the report for review)
 - U – Uploaded (a report has been reviewed, accepted, and sent to the GMS via the Application Management Utility)
 - M – Manual (a report was not completed via the electronic reporting thin client but completed by hand/typewriter and mailed to GOCCP. GOCCP staff entered the data into the GMS)
31. Prior to entry into the GMS, if submitted reports are inaccurate or incomplete the status of the report is changed back to pending for the grantee to correct and resubmit.
32. The GMS provides a “Deficiency” check off and note box, and a status of “Reporting Not in Compliance”. These features along with an Activity Log allow staff to know what is going with a grant at any time.
33. Two weeks after the end of each reporting quarter, the GOCCP Fiscal Specialists will run a standard report called a “Grant Tracking Spreadsheet”, which can be generated for a specific grant through the Data entry module, or for several grants at one time, from the Reports module. Upon review of all open grants, the fiscal staff will notify programming staff of the following:
 - Grants with missing financial reports
 - Grants that have been open for 30 days or more with missing Award Acceptance or Project Commencement forms
 - Grants that need a close out form processed

34. If reports are delinquent or deficient due to improper reporting or missing documentation, a Notice of Dispute or Notice of Delinquent reporting is generated from the GMS and mailed to the recipient. Grants are marked deficient, which will halt a request for reimbursement of grant funds from the sub-recipient.
35. Upon satisfaction of a deficient or delinquent issue, funds are processed and released to a grantee. Reimbursement requests are entered into the GMS and documentation is sent to the Governor's Office of Finance in Annapolis for processing. **No checks are issued from the GOCCP.**
36. Request to modify existing budgets or personnel must be submitted by grantees in writing on a GOCCP Grant Modification form, and approved by the GOCCP program manager. Upon approval, a Grant Adjustment Notice (GAN) is generated and captures the requested change. A GAN is printed from the Data entry module, signed by the appropriate staff and sent to the agency requesting the change. A copy of a GAN is always kept in the official grant folder for auditing purposes.
37. A grant may be closed for various reasons but are not limited to:
 - Grant expires
 - Final expenditures of funds
 - At the request of the grantee
 - At the direction of Program Manager or for non-compliance
38. The Program Manager /Monitor prints out a grant close out form from the GMS and attaches it to the grant folder.
39. Program Manager reviews for programmatic submissions, including compliance with special conditions, and match requirements if applicable, from the sub-recipient/grantee. De-obligations involving \$5,000 or more of the total grant award will be approved by the Executive Director or Deputy Director. If approved, Program Manager signs close out form and gives form and grant folder to Fiscal Grant Specialist. If close out not approved by Program Manager due to missing programmatic reports, programming will contact Grantee/Sub-Recipient to request required documents.
40. Once the Fiscal Grant Specialist receives grant folder and signed Close Out form from program staff, the Fiscal Grant Specialist first prints the sub-award Fund spreadsheet from the GMS. It is reviewed for balance between the budget and the actual expenditures, the match funds and the match expenditures, the grant funds and the grant expenditures, the award period and the reporting periods from the submitted financial reports. Any necessary corrections are made in the GMS. Everything MUST balance.
41. The Fiscal Grant Specialist creates a Grant Adjustment Notice (GAN) in GMS to document the close out, de-obligate grant funds (if applicable) or modify the grant start date or end date (if applicable).
42. The Fiscal Grant Specialist changes grant status in GMS to "Grant Closed" and checks off the "Completed" box.
43. Fiscal Grant Specialist prints GAN and Funds Spreadsheet (two of each) on blue paper and forwards with grant folder to the Chief Grants Officer for review and signature. The Chief Grants Officer reviews the Funds Spreadsheet for balance between budget and expenditures, reports being within award period, match reported, and any other possible errors. Once reviewed the Chief Grants Officer signs the GAN for the Grantee/Sub-Recipient and initials the set for the grant folder.
44. The Chief Grants Officer returns the originals for the Grantee/Sub-Recipient to the Fiscal Grant Specialist and gives the grant folder with the file copy of the close out to the Administrative Assistant. All documents are taken out of the grant folder, placed in a manila folder to denote Closed.
45. Fiscal Grant Specialist the GAN with original signature and Funds Spreadsheet to sub-recipient/grantee.
46. The manila folder is placed in the grant folder and given to the Control Desk Administrator. The CDA scans the bar code on the grant folder and files the manila folder in the file room.

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

2.14 OBJECTIVES

The objective of this CATS TORFP is to obtain two (2) qualified personnel to provide on-going maintenance, development, tasks orders as required, change documentation, and/or support for the GOCCP's existing automated Grants Management System (GMS).

2.2 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

2.2.1 PERSONNEL DUTIES AND RESPONSIBILITIES

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

1. The TO Contractor shall provide, establish, maintain and manage the current information system software and development environment in support of the requirements of this contract.
2. The TO Contractor shall assure compliance with the State of Maryland "Information Technology Security Policy and Standards".
3. The TO Contractor shall provide a disaster recovery plan/contingency operations plan for the data collection environment.
4. The TO Contractor shall ensure that secure protection, backup and disaster recovery measures are in place and operational, and shall ensure the integrity of the data and availability to the State.
 - 4.1.1 The TO Contractor shall provide for backup and retrieval of any data, as well as offsite storage. Offsite storage shall be at least 25 miles from the primary site of collection.
5. The TO Contractor shall assist Agency IT staff in resolving data issues or problems related to the functionality of the GMS.
6. The TO Contractor shall assist Agency IT staff in the preparation of special data reports.
7. The TO Contractor shall assist Agency IT staff in preparation of training materials for the agency's GMS software.
8. The TO Contractor shall assist Agency IT staff in preparation of user documentation and manuals.
9. The TO Contractor shall fix any reported software bugs in deployed GMS software normally within 24 hours.
10. The TO Contractor shall provide technical expertise and advice to Agency IT staff.
11. The TO Contractor shall modify or add functionality to any deployed GMS client or middle tier software as provided by Agency in the form of a Scope of Work.
12. The TO Contractor shall design new tables and relations for the database structure for new GMS capability.
13. The TO Contractor shall modify current database structure when needed and presented by Agency in the form of a change request or Scope of Work.
14. The TO Contractor shall prepare documentation to describe new or changed processes.
15. The TO Contractor shall design, program, test, document and deploy applications identified by IT staff as new requirements supporting the GMS.
16. The TO Contractor shall possess the ability to work in current development environment and proposed upgraded environment; and
17. The TO Contractor shall upgrade current software to newer version of Delphi 2006.

2.2.2 REQUIRED SOFTWARE DEVELOPMENT TOOLS

The TO Contractor shall ensure that any and all of their support including all the software components that make up the system, maintain full compatibility with all current interfacing systems, security systems, and telecommunications. The TO Contractor shall ensure that any and all of their support does not compromise any system (system level or component level) compatibility. The TO Contractor will be fully responsible for all compatibility.

All development will be done using tools that permit royalty-free unlimited distribution of deliverable modules.

Wise Installation System Professional Version 9
EMS IB Manager 3 for Interbase and Firebird Professional Edition
Firebird Open Source Relational Database Management System
Borland Delphi Enterprise Version 5.0 Update Pack 1 with the following libraries:

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

2.3 TO MANAGEMENT

The manager of the Grants Management System (GMS) will assign and track tasks accordingly to the personnel being provided and monitor the work being performed. Through the monthly accounting of hours deliverable for work types, the Manager will be able to reconcile the work to the hours using GOCCP-provided project management tools. The Manager shall act as the Task Order (TO) Manager for this TORFP.

2.4 PERFORMANCE EVALUATION AND STANDARDS

TO Contractor personnel will be evaluated by the TO Manager on a quarterly basis for each assignment performed during that period. The established performance evaluation and standards are included as Exhibit B.

2.5 MITIGATION PROCEDURES

Should an evaluation of any TO Contractor's personnel indicate poor or non-performance, the TO Manager will follow the established mitigation process included as Exhibit C, prior to requesting that the TO Contractor provide a replacement employee.

2.6 WORK HOURS

The TO Contractor's assigned personnel shall be available to GOCCP during normal business workdays between the hours of 8:00 a.m. and 5:00 p.m., local time, Monday through Friday except for State holidays.

2.7 DELIVERABLES

Deliverables will be as follows:

A. Personnel

The TO Contractor shall be responsible for providing, on a continual basis for all assigned tasks, the personnel required in this TORFP within the timeframe required as specified by the TO Manager.

B. Monthly Status Report

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

- (a) Work accomplished during the reporting period via hours entered against tasks with GOCCP-provided project management tools, to be used for updating work plans;
- (b) Planned activities for the next reporting period via new tasks, to be used for updating work plans with GOCCP-provided project management tools; and
- (c) A time report of the hours worked by each of the TO Contractor personnel.

2.8 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology work, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting work execution. These may include, but are not limited to:

- A) The State's System Development Life Cycle (SDLC) methodology at: www.dbm.maryland.gov - keyword: SDLC.
- B) The State Information Technology Security Policy and Standards at: www.dbm.maryland.gov - keyword: Security Policy.
- C) The State Information Technology Project Oversight at: www.dbm.maryland.gov - keyword: IT Project Oversight.
- D) The State of Maryland Enterprise Architecture at www.dbm.maryland.gov - keyword: MTAF Guiding Principles.
- E) The TO Contractor shall obtain a Criminal Justice Information System (CJIS) State and Federal criminal background check, including fingerprinting, for each individual performing services under this TORFP.

2.9 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS

2 Programmers with a minimum of 5 years experience developing database client software in the Delphi language for data input and multiple reporting formats output with secure access of the database server via local area network and encrypted over the internet, and at least 3 years experience working with Firebird database server. Lead programmer shall be devoted full time to GMS support. Lead programmer shall be available by phone and e-mail during normal work hours to respond to agency requests for assistance in resolving database issues.

The second programmer will be available for this purpose whenever the lead programmer is unavailable and will be available when GMS support requirements dictate additional programming resources are needed.

Experience with government grant processes is preferable.

2.10 TO CONTRACTOR EXPERTISE REQUIRED

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

2.11 SUBSTITUTION OF PERSONNEL

The TO Contractor shall only propose staff available at the time of the TO Proposal and that satisfy the personnel qualifications specified in the Master Contract. In addition, the TO Contractor shall abide by the substitution of personnel requirements in the Master Contract, Section 2.11.8.

2.12 NON-PERFORMANCE OF PERSONNEL

In the event that GOCCP is dissatisfied with the TO Contractor's personnel for not performing to the specified standards specified in Section 2.4, the TO Contractor personnel may be removed at the TO Manager's discretion. Both parties will be in full communication as to the nature of the dissatisfaction and previous mitigation efforts included in Section 2.5. Replacement personnel must have qualifications equal to or greater than that of the non-performing person initially proposed and evaluated and accepted in the TO Agreement. The TO Manager will determine the amount of time the TO Contractor has to provide a replacement.

2.13 INVOICING

Invoices shall be submitted monthly. Invoices will reflect costs for hours worked indicated in the monthly status reports (Deliverable 2. 7B). Upon verification and acceptance of the invoices by the TO Manager, payment will be made to the TO Contractor.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS Master Contract. Invoices for payment shall contain the TO Contractor's Federal Employer Identification Number (FEIN), as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 7 is not submitted.

On-call hours would be billed based on actual time worked.

2.13.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify GOCCP, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees, including detail of work hours) submitted for payment to GOCCP at the following address:

300 E. Joppa Road
Suite 1105
Baltimore, Maryland 21286
Attention: Kisha Simpson
- C) Invoices for final payment shall be clearly marked as "FINAL" and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.14 CHANGE ORDERS

If the TO Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, a TO Change Order will be initiated. The TO Contractor and TO Manager shall negotiate a

mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change. No scope of work modifications shall be performed until a change order is approved by DBM and 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 one of two possible responses: 1) a proposal or 2) a completed Master Contractors Feedback Response (to be submitted electronically off the CATS web site).

3.2 FORMAT

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

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE:

A) Proposed Services

- 1) Requirements: A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
- 2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category.
- 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in Section 2.9.
- 3) Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary.
- 4) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.

C) MBE Participation

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

D) Subcontractors

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

E) Master Contractor and Subcontractor Experience and Capabilities

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

- a) Name of organization.
- b) Name, title, and telephone number of point-of-contact for the reference.
- c) Type and duration of contract(s) supporting the reference.
- d) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
- e) Whether the proposed personnel are still providing these services and, if not, an explanation

of why services are no longer provided to the client organization.

- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
 - a) The State contracting entity,
 - b) A brief description of the services/goods provided,
 - c) The dollar value of the contract,
 - d) The term of the contract,
 - e) Whether the contract was terminated prior to the specified original contract termination date,
 - f) Whether any available renewal option was not exercised,
 - g) The State employee contact person (name, title, telephone number and e-mail address).

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

F) State Assistance

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

G) Confidentiality

- 1) A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. TO Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE:

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based.
- B) Completed Financial Proposal - Attachment 1 including:

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

SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT

4.1 EVALUATION CRITERIA

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

4.2 TECHNICAL CRITERIA

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

- Experience performing the duties and responsibilities required in Section 2.2, experience, and education required, of the Master Contractor's proposed personnel.
- The Master Contractor's understanding of the work to be accomplished.

4.3 SELECTION PROCEDURES

4.3.1 Proposed personnel will be assessed for compliance with the minimum qualifications in Section 2.9 of the TORFP. Master Contractors' proposing personnel who fail to meet the minimum qualifications will be disqualified and their proposals eliminated from further consideration.

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

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

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

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

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

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

ATTACHMENT 1 - SAMPLE PRICE PROPOSAL

PRICE PROPOSAL FOR CATS TORFP # DEXP7200102
LABOR CATEGORIES

Labor Categories	A	B		C
		Hourly Labor Rate	Total Class Hours Annually	Total Proposed CATS TORFP Price
(Insert Proposed Labor Categories for this TORFP)				
Year 1				
Application Development and Support	\$	2080		\$
Application Development and Support (Optional)	\$	2080		\$
Year 2				
Application Development and Support	\$	2080		\$
Application Development and Support (Optional)	\$	2080		\$
Year 3				
Application Development and Support	\$	2080		\$
Application Development and Support (Optional)	\$	2080		\$
Year 4 (Optional)				
Application Development And Support (Optional)	\$	2080		\$
Total Evaluated Price				\$

Company Name

Authorized Individual Name

Title

Company Tax ID #

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower. Time for travel will be reimbursed as allowed in Section 2.2.4 of the Master Contract.

SUBMIT THIS WITH THE FINANCIAL RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS TORFP # DEXP7200102

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 contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
2. The TO Contractor must complete a separate Form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15th of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.
3. The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form D-6. The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.
4. It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15th of each month, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 1

Certified MBE Utilization and Fair Solicitation Affidavit

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

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

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 30 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 that I am unable to achieve it. Instead, I intend to achieve an MBE goal of _____percent and request a waiver of the remainder of the goal. If I am selected as the apparent TO Agreement awardee, I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.

2. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment 2 - Form D-2) with the proposal.
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 Agreement awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
 - (a) Outreach Efforts Compliance Statement (Attachment D-3)
 - (b) Subcontractor Project Participation Statement (Attachment D-4)
 - (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
 - (d) Any other documentation required by the TO Procurement Officer to ascertain offeror's responsibility in connection with the certified MBE participation goal.

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

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 AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

Minority Business Enterprise Participation Schedule

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

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number DEXP7200102	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

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

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

Minority Business Enterprise Participation Schedule (Continued)

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

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 3

Outreach Efforts Compliance Statement

In conjunction with the bid or offer submitted in response to TORFP # DEXP7200102 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.

Offeror Name

By: _____
Name

Address

Title

Date

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 4

Subcontractor Project Participation Statement

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

Provided that _____ is awarded the TO Agreement in
(Prime TO Contractor Name)
conjunction with TORFP No. DEXP7200102, 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):

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

By:

By:

Prime Contractor Signature

Subcontractor Signature

Name

Name

Title

Title

Date

Date

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 5

Minority Business Enterprise Participation TO Contractor Paid/Unpaid Invoice Report

Report #: _____	CATS TORFP #DEXP7200102
Reporting Period (Month/Year): _____	Contracting Unit _____
Report is due by the 15th of the following month.	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:			
List all unpaid invoices over 30 days old received from the MBE subcontractor named above:			
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:

Laura Davidson Governor’s Office of Crime Control & Prevention 300 E. Joppa Road, Suite 1105 Baltimore, MD 21286 Email: laurad@goccp-state-md.org	Kisha Simpson, Director – Information Technology Services Governor’s Office of Crime Control & Prevention 300 E. Joppa Road, Suite 1105 Baltimore, MD 21286 Email: kishas@goccp-state-md.org
---	--

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 6

Minority Business Enterprise Participation Subcontractor Paid/Unpaid Invoice Report

Report #: _____ Reporting Period (Month/Year): __/_____ Report Due By the 15th of the following Month.	CATS TORFP #DEXP7200102 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: _____		
List all payments received from Prime TO Contractor during reporting period indicated above. 1. _____ 2. _____ 3. _____ Total Dollars Paid: \$ _____	List dates and amounts of any unpaid invoices over 30 days old. 1. _____ 2. _____ 3. _____ Total Dollars Unpaid: \$ _____	
Prime TO Contractor: _____		Contact Person: _____

Return one copy of this form to the following address:

Laura Davidson Governor’s Office of Crime Control & Prevention 300 E. Joppa Road, Suite 1105 Baltimore, MD 21286 Email: laurad@goccp-state-md.org	Kisha Simpson, Director – Information Technology Services Governor’s Office of Crime Control & Prevention 300 E. Joppa Road, Suite 1105 Baltimore, MD 21286 Email: kisha@goccp-state-md.org
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Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 3 - TASK ORDER AGREEMENT

CATS TORFP # DEXP7200102
OF MASTER CONTRACT # 050R5800338

This Task Order Agreement (“TO Agreement”) is made this ‘day’ of ‘Month’, 200X by and between MASTER CONTRACTOR and the STATE OF MARYLAND, Governor’s Office of Crime Control & Prevention.

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means the Governor’s Office of Crime Control & Prevention, as identified in the CATS TORFP # ADPICS PO DEXP7200102.
 - b. “CATS TORFP” means the Task Order Request for Proposal # DEXP7200102, dated December, 14, 2006, including any addenda.
 - c. “Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and MASTER CONTRACTOR dated December 19, 2005.
 - d. “TO Procurement Officer” means Laura Davidson of the Agency. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. “TO Agreement” means this signed TO Agreement between the Governor’s Office of Crime Control & Prevention and MASTER CONTRACTOR.
 - f. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is _____ and whose principal office in Maryland is _____.
 - g. “TO Manager” means Kisha Simpson of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated December 15, 2006 of TO Proposal – Technical.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated December 15, 2006 of TO Proposal - FINANCIAL.

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

2. Scope of Work

2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with, or 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 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
- 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 on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of one year, commencing on the date of Notice to Proceed and terminating on MONTH DAY, YEAR.

4. Consideration and Payment

4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS TORFP and shall not exceed \$ total 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.

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

the conditions outlined in Section 4 of this Agreement.

4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is Federal ID 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 Kisha Simpson, Governor's Office of Crime Control & Prevention – 300 E. Joppa Road, Suite 1105, Baltimore, Maryland 21286.

4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

TO CONTRACTOR NAME

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, GOVERNOR'S OFFICE OF CRIME CONTROL & PREVENTION

By: Laura Davidson, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 4 - CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

E. The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

Date: _____ By: _____
(Authorized Representative and Affiant)

SUBMIT THIS 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 categories 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 categories, complete one Labor Category 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 3 months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement.

4. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
5. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.
6. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

**ATTACHMENT 5 - LABOR
CLASSIFICATION PERSONNEL
RESUME SUMMARY
(CONTINUED)**

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)	
Education: (Insert the education description from the CATS RFP from section 2.12 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS RFP from section 2.12 for the applicable labor category.)	
Duties: (Insert the duties description from the CATS RFP from section 2.12 for the applicable labor category.)	

for this labor class is true and correct to the best of my knowledge:

Contractor's Contract Administrator:

Signature Date

Proposed Individual:

Signature Date

SUBMIT THIS WITH THE TECHNICAL
RESPONSE

The information provided on this form

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

Driving Directions to Governor's
Office of Crime Control & Prevention

From Baltimore Beltway – I-695

I-695 to Exit 27A (South) Dulaney
Valley Road. ***Continue as below***

From Baltimore City

83 North to I-695 East (towards
Towson) to Exit 27A (South) Dulaney
Valley Road. ***Continue as below***

From Washington DC

Either Baltimore/Washington
Parkway (I-295) or I-95 North to the
Baltimore Beltway (I-695) towards
Towson. Follow about half way
around to I-695 to Exit 27A (South)
Dulaney Valley Road. ***Continue as
below***

- ❖ **Exit 27A** – takes you onto
Dulaney Valley Road.
Proceed through three (3)
traffic lights, then you will
encounter the circle (round-a-
bout, rotary, etc.). Bear
around circle and get off on
Joppa Road (there is a
Barnes & Noble on the
corner).
- ❖ Go about 2/10 of a mile on
Joppa Road.
- ❖ We are located on the left
(directly across from 7-11).
Turn left just before the
median strip begins into the
building parking lot. After

taking a ticket, bear to the
right into the visitor's lot.
**Please bring your ticket
with you so we can validate
it for one hour of free
parking.**

- 1st hour free
- \$2.00 for the 2nd
hour
- \$1.25 each
additional hour

ATTACHMENT 7 - ACCEPTANCE OF DELIVERABLE FORM

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

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

TO Manager: Kisha Simpson – (410) 821-2860

To: TO Contractor’s Contract Manager

The following deliverable, as required by TO Agreement DEXP7200102, has been received and reviewed in accordance with the TORFP.

Title of deliverable:

TORFP Contract Reference Number:
Section # _____

Deliverable Reference ID #

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature
Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.12 OF THE TORFP.

ATTACHMENT 8 - NON-DISCLOSURE AGREEMENT (OFFEROR)

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

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP DEXP7200102 for Applications Development and Support. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____.

All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as “Confidential Information”. As a condition for its receipt and access to the Confidential Information described in Section 1.7 of the TORFP, OFFEROR agrees as follows:

- 1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7, except in connection with

the preparation of its TO Proposal.

2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to the TO Procurement Officer GOCCP on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR

shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.

6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____

BY: _____

NAME:

TITLE:

ADDRESS:

**SUBMIT AS REQUIRED IN SECTION 1.6 OF
THE TORFP**

ATTACHMENT 9 - NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE

AGREEMENT ("Agreement") is made as of this ___ day of _____, 200__, by and between the State of Maryland ("the State"), acting by and through its Governor's Office of Crime Control & Prevention (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 Applications Development and Support TORFP No DEXP7200102 dated December 15, 2006, (the "TORFP" issued under the Consulting and Technical Services procurement issued by the Department, Project Number DEXP7200102; and

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

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

1. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such

Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.

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

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

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

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

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

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

8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction

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

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

10. The parties further agree that:

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

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

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

Information;

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

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

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

Contractor/Contractor's Personnel:

Name: _____

Name: _____

Title: _____

Title: _____

Date: G _____

Date: o _____

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**SUBMIT AS REQUIRED IN SECTION 1.6
e OF THE TORFP**

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

Printed Name and Address
of Employee or Agent

**EXHIBIT B
PERFORMANCE EVALUATION**

DATE:

CATS TORFP PROJECT NUMBER
DEXP7200102
Signature Date

EVALUATION PERIOD:
XX/XX/XXXX – XX/XX/XXXX

TO MANAGER:

Evaluation Criteria	Rating (Last Quarter)	Rating (This Quarter)	Mediation Required (Yes or No)
All tasks for this reporting period were completed.			
Accuracy of work completed			
Lateness / Punctuality			
Overall satisfaction with Contractor Performance this period.			
Invoices delivered in timely fashion			
Accuracy of Invoices submitted			

Rating

- 3. Exceeded the customer expectation
- 2. Met the customers expectation

1. Did not meet the customers expectation

Customer will provide input on any area that did not meet the customer expectation.

will notify the contractor that:

- The problem has been resolved and there is no longer a need to track this problem
 - The problem is partially resolved and the customer is extending the time to resolve the problem
 - The problem is not resolved and the customer wishes to replace the contractor personnel with another resource agreed upon by both the contractor and customer as outlined in 2.12
- NON-PERFORMANCE OF PERSONNEL

EXHIBIT C MITIGATION PROCEDURES

In the event the contractor fails to meet the expectation of the customer, the following mitigation steps will be followed.

1. Customer will notify the contractor and contractor personnel of the problem (i.e. chronic lateness, failure to meet deadlines). This will be done in writing in the form of a letter provided in this attachment.
2. Customer may elect to discuss the problem directly with the contractor personnel or with both contractor and contractor personnel to determine the course of action to be taken to resolve the problem and the time frame to resolve it.
3. At the end of the time frame allowed to resolve the problem, the customer

Note

Any infraction of a violent or criminal nature shall not follow the above mitigation process. The contractor shall provide a replacement resource upon notification from the customer that an act of violence or of a criminal nature has occurred.

Sample Mitigation Letter

Date:

**CATS TORFP PROJECT NUMBER
DEXP7200102**

To: TO Contractor

From: TO Manager

SUBJECT Initiation of Mitigation
Or
Request for Replacement Resource

Customer will assign a date when the problem is to be resolved. If the problem is not resolved by this date the customer make elect to extend the mitigation period or request a new resource from the contractor.

The purpose of this letter is to inform you that GOCCP has:

___ initiated the mitigation process for a contractor resource

___ is requesting a replacement resource due to a Violent or Criminal act.

Description of problem

Customer will provide a description of the problem.

Mitigation steps where applicable

Customer and contractor personnel / contractor will outline the steps to be taken to resolve the problem.

If the problem is of a Violent or Criminal nature, the customer shall indicate that no mitigation will be applied. The contractor shall provide another resource at this time.

Customer Resolution Date: