



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

**STATE WIDE CAD/RMS REQUIREMENTS DEFINITION
AND PROJECT MANAGEMENT SERVICES**

CATS TORFP PROJECT W00P7204648

MARYLAND STATE POLICE

ISSUE DATE: 05/15/07

INDEX

SECTION 1 - ADMINISTRATIVE INFORMATION4

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT4

1.2 TO AGREEMENT4

1.3 TO PROPOSAL SUBMISSIONS.....4

1.4 ORAL PRESENTATIONS/INTERVIEWS4

1.5 MINORITY BUSINESS ENTERPRISE (MBE)4

1.6 CONFLICT OF INTEREST4

1.7 NON-DISCLOSURE AGREEMENT5

1.8 LIMITATION OF LIABILITY CEILING5

SECTION 2 - SCOPE OF WORK6

2.1 PURPOSE AND BACKGROUND6

2.2 CONTRACTOR STAFF EXPERTISE REQUIRED.....14

2.3 INVOICING15

2.4 MONTHLY PERFORMANCE RATINGS AND MITIGATION PROCEDURES.....15

2.5 WORK HOURS AND LOCATION16

2.6 DELIVERABLES.....16

2.7 CHANGE ORDERS17

SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS18

3.1 REQUIRED RESPONSE18

3.2 FORMAT18

SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT.....20

4.1 EVALUATION CRITERIA20

4.2 TECHNICAL CRITERIA.....20

4.3 SELECTION PROCEDURES20

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT20

ATTACHMENT 1 –PRICE PROPOSAL21

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS22

ATTACHMENT 3 – TASK ORDER AGREEMENT32

ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE35

ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY36

ATTACHMENT 6 – DIRECTIONS38

ATTACHMENT 7 – NOTICE TO PROCEED39

ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM.....40

ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM.....41

ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR).....42

ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR).....43

ATTACHMENT 12 - DELIVERABLE PRODUCT ACCEPTANCE FORM46

ATTACHMENT 13 – MONTHLY PERFORMANCE EVALUATION.....47

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.

TORFP Title:	Statewide CAD/RMS Development
Functional Area:	Functional Area 10 IT Management Consulting Services
TORFP Issue Date:	05/15/2007
Closing Date and Time:	06/29/2007 at 12:00 PM
TORFP Issuing Agency:	Maryland State Police Office of Information Technology,
Send Questions and Proposals to:	Janice Horner jhorner@mdsp.org
TO Procurement Officer:	Janice Horner Office Phone Number: 410-653-8370 Office FAX Number: 410-6535908
TO Manager:	Lt. Todd May Office Phone Number: 410-653-8968 Office FAX Number: 410-653-5908
TO Project Number:	ADPICS Purchase Order Number W00P7204648
TO Type:	Time and Material in accordance with COMAR 21.06.03.05
Period of Performance:	6 months
MBE Goal:	30 percent
Small Business Reserve (SBR):	No
Primary Place of Performance:	1201 Reisterstown Rd Pikesville MD 21208
TO Pre-proposal Conference:	Maryland State Police Pre-Proposal date: 05/24/07 1201 Reisterstown Road Bldg "C" Baltimore, MD 21208

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 2.8 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 Maryland State Police (MSP) 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 #W00P7204628. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP #W00P7204628 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP #W00P7204628 Financial". The proposal documents that must be submitted with a signature, Attachment 2 - MBE Forms D-1 and D-2 and Attachment 4 - Conflict of Interest and Disclosure Affidavit, must be submitted as .PDF files with signatures clearly visible.

1.4 ORAL PRESENTATIONS/INTERVIEWS

All Master Contractors and proposed staff will be required to make an oral presentation to State representatives. Significant representations made by a Master Contractor during the oral presentation shall be submitted in writing. All such representations will become part of the Master Contractor's proposal and are binding, if the Contract is awarded. The Procurement Officer will notify Master Contractor of the time and place of oral presentations.

1.5 MINORITY BUSINESS ENTERPRISE (MBE)

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

1.6 CONFLICT OF INTEREST

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

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

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at 1201 Reisterstown Road, Pikesville, MD 21208. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. 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 (TO Contractor) in the form of Attachment 11.

1.8 Limitation of Liability Ceiling

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

BALANCE OF PAGE LEFT BLANK INTENTIONALLY.

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE AND BACKGROUND

2.1.1 PURPOSE

The Maryland State Police (MDSP) is issuing the CATS TORFP to obtain technical assistance with the development of requirements for new Enterprise Level Computer Aided Dispatch and Records Management Systems (CAD/RMS) to support operations of State Law Enforcement agencies with specific emphasis on business processes, information management, and overall system development and design. The desired result is for a TO Contractor to provide technical personnel (team) with the required expertise and one Project Management Professional (PMP) to manage and coordinate all TO Contractor team activities and deliverables required by this SOW. The TO Contractor will conduct research and evaluate commercially available public safety CAD/RMS packages against the agencies' business and technical requirements as well as assist the State in all pre-acquisition planning.

Given the sensitivity of data associated with this project, the selected PM must comply with the requirements of CATS RFP Section 2.5.3.2(A) through (D) and sign a non-disclosure affidavit similar to the form provided as Attachment 11

Please note that the Master Contractor awarded this TO Agreement may NOT submit a proposal in response to any subsequent RFP or TORFP associated with the acquisition or implementation of the State Wide CAD/RMS System.

2.1.2 REQUESTING AGENCY BACKGROUND

The Maryland Department of State Police (MDSP) is comprised of 2,305 employees (sworn and civilian), located in 23 barracks and 93 other support locations across the state. It is comprised of highly mobile and self-sufficient units and sites that must have the technological flexibility to work independently or as a part of the whole at all times.

The MDSP provides both routine law enforcement functions throughout Maryland as well as specialized investigative and intelligence gathering services. The Department patrols and enforces the traffic laws on all major Maryland highways as well as conducts law enforcement activities within every county. The MDSP provides full service law enforcement duties within several Maryland counties or, through cooperative agreements with county law enforcement, shares responsibilities. Additionally, the MDSP is routinely tasked with providing security and emergency assistance for a variety of presidential, foreign dignitary and state-sponsored motorcades.

Since the State of Maryland is in close proximity to the Nation's capital, the MDSP and other State law enforcement agencies will continue to be a key partner in homeland security and protecting the Nation's capital from terrorist threats. Improving communications among emergency response personnel from various agencies at man-made and natural disaster scenes and providing comprehensive access to information in support of law enforcement personnel has become a significant and vital priority to protect U.S. citizens. This becomes especially important as law enforcement continues to be squarely in the middle of U.S. defense against terrorism.

In order to meet these challenges, provide for the safety of Maryland's citizens and ensure trooper safety, the MDSP needs to build a communications infrastructure that allows for computer-aided services and information sharing between state, federal and local public safety and transportation agencies. Immediate access to information is a critical component of effective policing and ensuring public safety. Providing timely, accurate, complete and up-to-date information on demand to a police dispatcher mobilizing dispatch and deployment to an incident, a responding officer, a detective conducting an investigation, or to command staff at headquarters means better decision-making. Modern information technology can arm everyone from dispatchers to Chiefs with tools for making better decisions, resulting in improved officer and public safety.

The current Maryland State Police CAD/RMS system is a custom software application built in 1996-97. The system has limited ability to accept data, limited storage capacity and has no functionality for electronic dispatch to mobile units. Each of the barracks maintains a stand-alone copy of the application. The current system provides no capability to do crime analysis or intelligence mining which are key tools in the identification of crime and terrorism activities. The need to migrate from the existing system to a more robust database environment is overdue and critical in light of today's homeland security efforts.

The MDSP is not alone in this lack of technical capability. Based on survey findings, most of Maryland's state law enforcement agencies lack automated CAD/RMS and Automated Field Reporting (AFR) functionality and have no capability to interface and share information.. These systems are crucial in the effective and efficient deployment of troopers to incidents as well as providing the ability to obtain real-time intelligence data.

2.1.3 PROJECT BACKGROUND

A business case analysis for the MDSP CAD/RMS was conducted in 2006. The business case alternative that was recommended was an "enterprise CAD/RMS" with the MDSP as the lead agency. This approach allows Maryland to move beyond a single-agency focus to one that is statewide which will enhance crime prevention activities and support as well as align with the goals of the Maryland Governor's Office of Homeland Security by emphasizing interoperability standards and the active involvement of other State Agencies in the procurement process.

An enterprise investment in a modern CAD/RMS system will overcome the deficiencies present in the current dispatching and records management functions and provide interoperability capabilities with other law enforcement agencies. In order for this to occur, the current environment must be upgraded so that Maryland's law enforcement agencies can continue to provide enhanced public safety benefits to the citizens of Maryland.

Consequently, at the direction of the Governor's Office of Crime Control and Prevention (GOCCP), the affected Agencies have undertaken a statewide law enforcement CAD/RMS and modernization initiative. This effort will look to conduct a joint evaluation of commercially available public safety CAD/RMS packages against the agencies' business and technical requirements, and select a package for implementation.

This effort will seek to identify commercial off-the-shelf (COTS) products that offer robust CAD/RMS business functions, as well as interfaces with NCIC, 911, mobile units, other Emergency Operations Centers and other Federal interfaces. In addition, the solution will provide enhanced crime analysis capabilities, plus information sharing and interoperability with allied law enforcement agencies.

2.1.4 DELIVERABLES

Scope

The TO Contractor shall provide system research services to the State for the development of the statewide CAD and RMS systems along with associated LAN/WAN capability and interfaces to voice and data wireless systems. This shall include support to the State in the pre-procurement needs and requirements analyses, preparation and issuance of the Request for Information documentation, and draft "Request for Proposals" documentation.

Project Management and Support

The TO Contractor shall provide a project management professional (PMP) to manage and coordinate all TO Contractor team activities and deliverables required by this SOW. The PMP shall oversee the activities and performance of all other TO Contractor support personnel proposed by the Master Contractor in support of this TORFP.. The PMP shall be the primary point of contact between the TO Contractor and the TO Manager.

Project management tasks to be included are:

- Conduct Kickoff Meeting with Stakeholder Agencies:
 - Department of General Services (DGS),
 - Department of Natural Resources (DNR),
 - Maryland Aviation Authority (MAA),
 - Maryland Emergency Management Agency (MEMA),
 - Maryland Department of Transportation (MDOT),
 - Maryland Transportation Authority (MdTA),
 - Maryland Transit Administration (MTA),
 - Maryland State Highway Administration (MSHA).
- Coordinate and attend regularly scheduled project meetings including planning meetings and status meeting.
- Coordinate, prepare materials, attend and chair, document and distribute minutes, for all project meetings.
- Schedule and attend review meetings at the end of each project phase.
- Provide planning and budgeting expertise to the TO Manager.
- Provide weekly and monthly project status reports on activities and progress.

Deliverable – Project Plan

The Master Contractor shall submit with its technical proposal a Project Plan (more particularly described in Section 3) that defines the recommended activities, tentative schedule, responsibilities, and organization for the project. The Plan shall include overview and summary information for the systems development (i.e., scope, intended users, and environment). The Plan shall also include identification of the Master Contractor’s proposed project team for each Project Phase as well as resources needed from the State (e.g., access to State personnel and current system documentation).

Contractor will be required to follow the State's Systems Development Lifecycle (SDLC) project management methodology. The State’s System Development Life Cycle (SDLC) methodology can be found at: www.dbm.maryland.gov - keyword: SDLC.

The following key SDLC key documents must be produced:

- System Boundary Document (SBD) to define project scope
- Communications Plan Project Management Plan
- Risk Management Plan
- Other appropriate documents as required by State Law Enforcement CAD/RMS Planning Group
- Develop and **maintain a current** Work Breakdown Structure (WBS), schedule, issues and risk logs and other “living” project management documentation resources defined by the SDLC methodology.

Methods to establish and monitor project scope and to address scope changes with the project executive steering committee must be identified.

PHASE I - Pre-Acquisition Planning

Current System Review

The PMP shall collect descriptive information on current State agencies CAD and RMS systems, including supporting LAN/WAN systems and interfaces to wireless voice and data radio systems. Data collected shall include hardware models and software versions. The descriptive information shall include the documentation of existing interfaces, including high-level connectivity diagrams. In addition, significant operational activities and information flow across interfaces shall be recorded.

Document the existing technical architecture in use at each agency, including vendor, model and versions of software and hardware supporting the as-is state.

Define system production operations, including job processes, schedules, error and Q/A assurance, etc.

Needs Data Collection

The PMP shall review any existing problem reports and evaluation or performance review documentation for the current systems. The PMP shall generate interview forms to review with the State’s Project Manager or others identified by the State Law Enforcement CAD/RMS Planning Group. The interview forms are intended to support meetings with representative system stakeholders and users to determine what they like and don’t like about the current system and the capabilities desired in the upgrade. Also, the questionnaires shall support determination of the operational tasks and activities and information exchanges required for desired system operation. The latter shall include identification of what needs to

be performed operationally and the parties responsible for these actions. The description of operational tasks and activities is intended to support the preparation of the high-level concept of operations specified in Section 2.1.4.

The PMP shall collect needs statements that correspond to both system functional capabilities and performance objectives.

The PMP shall conduct the interviews with system stakeholders and capture the results on the interview questionnaires. The PMP shall conduct follow-up meetings with the stakeholders as needed (?) to fill gaps in the data collection. The State will identify and make available for interviews a representative group of system managers and users. The daily responsibilities of these personnel may preclude lengthy interview sessions. In these cases, the PMP shall provide an explanation of the process and provide questionnaires to the users for completion off-line. The State will make a best effort to ensure that the designated personnel support the process or identify replacements.

During the data collection interviews, the PMP shall assist users in managing expectations consistent with technical feasibility and reasonable cost.

During the needs assessment the PMP shall:

1. Conduct requirement gathering activities to evaluate how State law enforcement agencies currently conduct dispatch and records management functions and to determine how their business processes would differ in a modern statewide CAD/RMS environment.
2. Conduct meetings with Stakeholder groups to determine needs that are not being met by present systems and practices.
3. Conduct requirements gathering activities to evaluate how CAD/RMS will integrate with other State level emergency management and transportation functions.

Needs Analyses

The PMP shall analyze the collected needs data to establish trends and determine the extent of interest in particular system functional capabilities. The PMP shall tabulate these findings and review them with the State's Project Manager and the State Law Enforcement CAD/RMS Planning Group or designee(s).

Together, with the State Project Manager, the PMP shall prioritize system functional capabilities and make an initial selection of the capabilities to be carried forward.

Deliverable - Needs Assessment

The PMP shall identify the major shortfalls between the current capability and the capabilities resulting from the needs analyses. The PMP shall provide a document briefly describing the shortfalls and the benefits and ROI that will result from their correction.

System Functional Requirements Development

PMP shall perform requirements analyses to incorporate user needs into functional requirements statements. The PMP shall ensure that the requirements statements are unambiguous and testable.

The PMP shall:

1. Review current "Requests for Information" documents developed by the stakeholder agencies; as well as business case and requirements documents completed by MDSP.

2. Review of current information technology infrastructure to include: computer systems, network architecture, software and mobile computer platforms as they relate to deployment of new CAD/RMS.
3. Establish common elements for all State law enforcement agency CAD/RMS and job specific unique elements and create the system specifications based on the list of operational elements.
4. Research all legal mandates, State IT security standards, policies and requirements that will impact the newly developed systems specifications.
5. Review recommendations from the Federal Bureau of Investigation (NIBRS), the Bureau of Justice Statistics (BJS), National Institute of Justice (Global Justice XML) and the International Association of Chiefs of Police (IACP), LEITSC Functional Standards Committee on CAD/RMS systems selection and requirements.

Deliverable – RFI Development

The PMP shall issue as Requests for Information (RFIs) to the leading vendors and assess the responses to the RFIs. Based on the responses to the RFIs, the PMP shall revisit the cost/capability tradeoffs and consult with the State regarding modification of the system specifications.

The RFIs should offer ideas from the CAD/RMS industry leaders and this information should be considered in developing functional requirements (while avoiding specific design requirements of an individual vendor), state of the art technologies, overall project concepts and objectives.

Upon completion of the RFI solicitation analysis, the PMP shall formally present and document the findings. The documents shall fully describe the criteria used in evaluating the proposals and selecting the information for inclusion in system requirements recommendations.

Deliverable - Functional Requirements Document

The PMP will provide a document summarizing their findings and cataloging to functional requirements gleaned from the analysis.

Period of Performance for Phase I - Estimated at 10 weeks.

PHASE II: Concept Development

Perform Cost/Capability Tradeoffs

The PMP shall assist the State in requirements tradeoffs, taking into account the criticality of requirements and the cost for their implementation. Requirements shall be assigned priorities (e.g., mandatory, desirable, or optional) and requirements selection performed jointly by the TO Manager and CAD/RMS Planning Group with assistance from the PMP. Rough cost estimates shall be provided to support inclusion of affordability in the tradeoffs and budget planning.

Implementation Concepts

Based on the functional requirements, the PMP shall develop alternative solution(s) concepts based on the functional requirements and RFI data. The PMP shall identify the preferred approach and provide that rationale for the selection. The PMP shall document the alternative concept and the selection rationale in the Contractors preferred format.

Initial Concept of Operations

The PMP shall develop an initial high-level Concept of Operations (CONOPs). The CONOPs shall define significant user and system activities and the steps for their completion. The CONOPs shall include the exchange of information between system users and among system components. Documentation of the high-level CONOPs shall be in the Contractors preferred format.

Prepare System Requirements Specifications

The PMP shall develop performance requirements based on the results of the preceding analyses. The performance requirements shall be associated with and integrated with the functional requirements, although it is understood that not all functional requirements must be supported by quantitative performance requirements. Where possible, the requirements will be stated in terms independent of a particular system implementation to allow system implementation bidders to offer their vision of the most cost-effective design.

The PMP shall ensure that:

1. The system requirements and specifications address the following areas:
 - a. System architecture.
 - b. Security and access controls.
 - c. Communications and network needs.
 - d. Data storage capacity.
 - e. Peripheral requirements.
 - f. User interfaces.
 - g. System administration.
 - h. Reliability and performance.
 - i. Documentation and training.
2. Interfaces with external systems shall be included in the requirements.
3. The requirements statements are unambiguous and testable. The System Requirements shall be suitable for inclusion in the RFP for system implementation.

Deliverable – System Functional and Performance Requirements Document

Upon completion of the analysis and development of the functional and technical specifications of new CAD/RMS systems, formally present and document the findings to the State Project Manager and the State Law Enforcement CAD/RMS Planning Group.

The Draft System Functional and Performance Requirements shall be documented in Contractor's preferred format. The TO Manager will review the draft document and provide written comments to the PMP. The PMP shall then revise and deliver a final System Requirements Document to the State Project Manager within one week.

Period of Performance for Phase II - Estimated at 10 weeks.

PHASE III - RFP Preparation

Upon completion of the RFI analysis the PMP shall compile all System Functional and Performance Requirements in a format suitable for the State to issue as a Request for Proposals (RFP).

The PMP shall assess the responses to the RFIs and based on the responses to the RFIs, the PMP shall revisit the cost/capability tradeoffs and consult with the State regarding modification of the system specifications.

The PMP shall:

1. Develop a draft "Request for Proposals" based on the system specifications, functional requirements, analysis of COTS products, and assessment of "Request for Information" proposals.
2. Convene an "Evaluation Committee" to review the draft "Request for Proposal"
3. The PMP shall draft scope of work of solicitation/RFP in strict conformance to State of Maryland procurement regulations and establish selection criteria and processes.

Deliverable – Draft Requests For Proposals

Period of Performance for Phase III – Estimated at 3 Weeks

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager ten hard copies and one electronic copy compatible with Microsoft Office 2000, Microsoft Project 2000 and/or Visio 2000.

Drafts of all final deliverables are required at least two weeks in advance of when all final deliverables are due. Written deliverables defined as draft documents must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but must:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) Present information that is relevant to the Section of the deliverable being discussed.
- E) Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the State's Project Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (Attachment 8). The State's Project Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the State's Project Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 9). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the State's Project Manager or the State's Project Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been

addressed and resolutions are accepted by the State's Project Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.6 Invoicing).

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

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) Present information that is relevant to the Section of the deliverable being discussed.

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

2.1.5 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. 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 follow the project management methodologies that are consistent with the Project Management Institute's Project Management Body of Knowledge Guide. TO Contractor's staff and subcontractors are to follow a consistent methodology for all TO activities.

2.2 CONTRACTOR STAFF EXPERTISE REQUIRED

The Master Contractor must document that the PMP individual proposed for this TORFP has:

- PMI Project Management Certification

Project Management experience, with full accountability, for at least one successful enterprise in the Public Safety arena of comparable complexity with the existing system as described in Sec 2.1.4 within the last 5 years, from inception to complete implementation

Previous experience overseeing the development of large scale project plans and providing supporting documents such as those listed as deliverables in this TORFP

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.

2.3 INVOICING

Payment will only be made upon the acceptance of a monthly invoice based on the actual hours worked along with a detailed description of services completed.

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 Tax Identification Number, 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 9, is not submitted.

2.3.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the Maryland State Police as the TO Requesting Agency, 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 and any subcontractor and signed Acceptance of Deliverable form – Attachment 9, for each deliverable being invoiced) submitted for payment to the Maryland State Police at the following address: Mr. Ronald Calebaugh, 1201 Reisterstown Rd, Pikesville Md. 21208.
- 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.

2.4 MONTHLY PERFORMANCE RATINGS AND MITIGATION PROCEDURES

2.4.1 Monthly Performance Ratings for Deliverables / IV&V TO Manager

Based on the quality of the deliverables required in Section 2.6 and the work required in Section 2.6, each month the DBM TO Manager shall issue a corresponding performance rating (Attachment 12). This performance rating shall appear on the monthly Deliverable Product Acceptance Form (DPAF) provided as Attachment 13. In the event of poor quality deliverables or poor or non-performance by the Manager resulting in a rating of “unacceptable,” payment shall be withheld pending the outcome of the procedures described in Section 2.6.2.

2.4.2 Mitigation Procedures For Poor Or Non-Performance

At any time during the time of performance described for deliverables in Section 2.6, should deliverable quality be poor, or should the TO Manager exhibit poor or non-performance, both as determined by the DBM TO Manager, DBM shall pursue the following mitigation procedures prior to requesting a replacement employee:

- A) The DBM TO Manager shall document performance issues and give written notice to the TO Contractor, clearly describing problems and delineating remediation requirement(s).
- B) The TO Contractor shall respond with a written remediation plan within three business days and implement the plan immediately upon written acceptance by the DBM TO Manager.
- C) Should performance issues persist, the DBM TO Manager may give written notice or request the immediate removal of person(s) whose performance is at issue, and determine whether a substitution is required.

2.5 WORK HOURS AND LOCATION

The PMP will work an eight-hour day (hours to be approved by the TO Manager), Monday through Friday except for State holidays. PMP shall invoice and will only be paid for actual hours worked. . The main work location shall be 1201 Reisterstown Rd. Building G 2nd floor, Pikesville MD 21208 and office space, computer, copier, facsimile, and office telephone shall be provided to the PMP.

Requests for leave should be submitted to the TO Manager at least two weeks in advance. The TO Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, leave may be denied.

2.5.1 MBE PARTICIPATION REPORTS

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

2.6 DELIVERABLES

2.6.1 Project management services reflecting the overall effective planning, execution, and control of the Statewide CAD/RMS Project shall be as detailed in Section 2.1.

2.6.2 A master project plan as described (Section 2.5), including appropriate component management plans is a project requirement. This deliverable shall be consistent with SDLC and PMBOK standards. Plan components shall be updated regularly to show actual progress, and as applicable, explanations for variances and planned corrective actions to keep the project positioned for completion on schedule, on scope, and on budget. The first TO Manager-approved version of the master project plan will be the baseline for subsequent iterations updated through the project life cycle. Items that must be included in the Master Project plan with delivery dates include:

- Project Kick-Off Meeting
- Project Management Plan
- Preparation and acceptance of DBM SDLC documentation through the planning phase
- Functional groups interview schedule and questions
- Preparation, formalization and acceptance of system requirements

Preparation and acceptance of Draft RFP /TORFP for solicitation, customization and

2.6.3 Weekly Status Report. PMP shall be responsible for compiling and submitting via email to the TO Manager by Monday, 12:00pm (Noon) of each week, (in MS Word format, template to be provided) for their prior work week that summarizes the following:

- Top priorities
- Actual tasks & accomplishments for the reporting period

- Planned tasks & accomplishments for the next reporting period
- Exceptions to previously planned vs. actual for last reporting period
- Action items (involving DBM assistance)
- Hours worked (start & end times, and total time worked each day) by individual TOPM

2.6.4 Monthly Project Status Report. PMP shall be responsible for compiling and submitting via email to the TO Manager by the second working day of each month a monthly project status report (in MS Word format, template to be provided) that includes the following:

- Accomplishments
- Current status
- Forecast
- Issues
- Schedule Analysis
- Risk Analysis
- Updated project schedule (in MS Project format)

The TO Manager will determine which assignments are to be included in either the weekly and/or the monthly status report.

2.7 CHANGE ORDERS

If the TO Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, 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 executed by the TO Procurement Officer.

SECTION 3 - TASK ORDER 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 Attachment 12 - Notice to Master Contractors explaining why the Master Contractor will not be submitting a proposal.

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. A TO Proposal shall provide the following:

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE

A) Proposed Services – Work Plan

- 1) Requirements: A detailed discussion of the Master Contractor’s understanding of the work and the Master Contractor’s capabilities, approach and solution to address the requirements outlined in Section 2.
- 2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.
- 3) Risk Assessment: An assessment of any risks inherent in the work requirements and actions to mitigate these risks.
- 4) Proposed Solution: A description of the Master Contractor’s proposed solution to accomplish the specified work requirements.
- 5) Proposed Tools: A description of all proposed tools that will be used to facilitate the work.
- 6) Tasks and Deliverables: A description of and the schedule for each task and deliverable, illustrated by a Gantt chart. Start and completion dates for each task, milestone, and deliverable shall be indicated. The Gantt chart will form the baseline for task order monitoring, and will be updated bi-weekly as part of progress reporting (see Section 2.7.1).
- 7) Work Breakdown Structure: A detailed work breakdown structure and staffing schedule, with labor hours by skill category that will be applied to meet each milestone and deliverable, and to accomplish all specified work requirements.
- 8) Acceptance Criteria: A statement acknowledging the Master Contractor’s understanding of the acceptance criteria.

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category. The resume should highlight the proposed personnel’s applicable responsibilities and accomplishments as they relate to the requirements of this TORFP
- 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in accordance to Section 2.8
- 3) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.
- 4) Complete and provide, at the interview, Attachment 5 – Labor Classification Personnel Resume Summary.

C) MBE Participation

- 1) Submit completed MBE documents Attachment 2 - Forms D-1 and D-2.
- D) Subcontractors
- 1) Identify all proposed subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.
- E) Master Contractor and Subcontractor Experience and Capabilities
- 1) Provide three examples of projects that you have completed that were similar in scope to the one defined in this TORFP Scope of Work. Each of the three examples must include a reference, to be provided at the interview, 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 Master Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization.
 - 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) Proposed Facility
- 1) Identify Master Contractor's facilities, including address, from which any work will be performed.
- G) State Assistance
- 1) Provide an estimate of expectation concerning participation by State personnel.
- H) Confidentiality
- 1) A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based;

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, the TO Requesting Agency 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.

Minimum qualifications must be satisfied before a TO Proposal will be evaluated. The following are the technical criteria for evaluating a TO Proposal in descending order of importance

- The Master Contractor's understanding of the work to be accomplished, as demonstrated in the Work Plan (Sec 3.2A)
- The Master Contractor's proposed personnel (Sec 3.2B-E)

4.3 SELECTION PROCEDURES

- A) TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- B) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- C) The best value TO Proposal offer considering technical and financial submission shall be selected for the work assignment. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.

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, Non-Disclosure Agreement, if applicable, Purchase Order and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment for a sample of a Notice to Proceed.

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS
TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING
REQUIREMENTS

CATS TORFP # W00P7204628

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. W00P7204628, I affirm the following:

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

OR

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

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 W00P7204628	
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: _____

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE (CONTINUED)

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

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 3

OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the bid or offer submitted in response to TORFP # W00P7204628, 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. W00P7204628, 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 #: _____ Reporting Period (Month/Year): _____ Report is due by the 15th of the following month.	CATS TORFP #W00P7204628 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
--------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Prime TO Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
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:

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

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 6

MINORITY BUSINESS ENTERPRISE PARTICIPATION SUBCONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): __/_____ Report Due By the 15th of the following Month.	CATS TORFP #W00P7204628 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:

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

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS TORFP# W00P7204628 Number OF MASTER CONTRACT #050R5800338

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

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means the TO Requesting Agency, as identified in the CATS TORFP # W00P7204628.
 - b. “CATS TORFP” means the Task Order Request for Proposals # W00P7204628, dated MONTH DAY, YEAR, including any addenda.
 - c. “Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and TO Contractor dated December 19, 2005.
 - d. “TO Procurement Officer” means TO Procurement Officer. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. “TO Agreement” means this signed TO Agreement between TO Requesting Agency and TO 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 TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated date of TO Proposal – Technical.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated date of TO Proposal - Financial.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or 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 **insert time for performance**, 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 the Agency TO Manager unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, TO Requesting Agency

By: insert name, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

Date: _____ By: _____

(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO 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 Financial 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. This summary is required at the time of the interview.

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

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.)	

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

Contractor's Contract Administrator:

Signature Date

Proposed Individual:

Signature Date

SUBMIT AT THE TIME OF THE INTERVIEW

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

. *Information will be sent out on 05/17/07*

ATTACHMENT 7 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS Task Order Agreement #W00P7204628

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. TO Manager of the TO Requesting Agency will serve as your contact person on this Task Order. TO Manager can be reached at telephone # and email address.

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

Sincerely,

TO Procurement Officer

Task Order Procurement Officer

Enclosures (2)

cc: TO Manager

Procurement Liaison Office, Office of Information Technology, DBM

Project Management Office, Office of Information Technology, DBM

ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: Project Name for TORFP

TO Agreement Number: #W00P7204628

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: TO Manager

TO Manager Signature

Date Signed

Name of TO Contractor's Project Manager: _____

TO Contractor's Project Manager Signature

Date Signed

SUBMIT AS REQUIRED IN SECTION 2.1.4 OF THE TORFP.

ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: TO Requesting Agency

TORFP Title: TORFP Project Name

TO Manager: TO Manager and Phone Number

To:

The following deliverable, as required by TO Agreement #W00P7204628, 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 2.1.4 OF THE TORFP.

ATTACHMENT 10 – 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 #W00P7204628 for TORFP Project Name. 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 TO Procurement Officer, TO Requesting Agency on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____ BY: _____

NAME: _____ TITLE: _____

ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 0 OF THE TORFP

ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

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

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for **TORFP Title TORFP No. W00P7204628** dated **release date for TORFP**, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; and

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

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

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

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

TO Contractor/TO Contractor's Personnel:

TO Requesting Agency:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 0 OF THE TORFP

EXHIBIT A

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

Printed Name and Address
of Employee or Agent

Signature

Date

ATTACHMENT 12 - DELIVERABLE PRODUCT ACCEPTANCE FORM

(DPAF)

TO Contractor:

TO Requesting Agency: DBM OIT Project Management Office

TO Agreement Name: State Wide CAD/RMS Requirements Definition and Project Management Services

TO Agreement #: XXXXXXXXXXXXX

DBM OIT Contact: XXXXXXXXXXXXXXXXXXXXXXXXXXXX (DBM OIT Manager)

The TO Contractor has submitted the monthly deliverable below for the above referenced TO Agreement.

ID#	Monthly Deliverable Title	Monthly Price
2.6.1	State Wide CAD/MS Requirements Definition And Project Management Services	

>>>>>>>> The Information Below Shall Be Filled-In by DBM OIT >>>>>>>>>>>>>>>>

MONTHLY DELIVERABLE DISPOSITION / IV&V TO MANAGER PERFORMANCE RATING:

Acceptable

Unacceptable

REASON(S) FOR UNACCEPTABLE DELIVERABLE / PERFORMANCE RATING:

Quality of Deliverable 2.6.2

Quality of Deliverable 2.6.3

Quality of Deliverable 2.6.4

Quality of Deliverable 2.6.5

Other (See COMMENTS below)

COMMENTS:

DBM TO Manager Signature

Date Signed

ATTACHMENT 13 – MONTHLY PERFORMANCE EVALUATION

Monthly Performance Evaluation Scoring Range					
Category/Rating	Unsatisfactory	Marginal	Good	Very Good	Excellent
Accuracy of data and reports	The TO Contractor employee’s performance <u>fails</u> to meet requirements by a substantial margin. There are very few areas of good performance and these are more than offset by lower rated performance in other areas.	The TO Contractor employee’s performance <u>fails</u> to meet all requirements. There are areas of good performance, but these are more than offset by lower rated performance in other areas.	The TO Contractor employee’s performance <u>meets all requirements.</u>	The TO Contractor employee’s performance <u>exceeds requirements.</u> There may be areas for improvement, but these areas are more than offset by better performance in other areas.	The TO Contractor employee’s performance <u>exceeds requirements by a substantial margin</u> providing additional value to the State. There are virtually no areas for improvement.
Adherence to State and DBM policies and procedures					
Thoroughness and accuracy of plans and analysis					
Overall technical proficiency					
Timeliness and responsiveness					