



**CONSULTING AND TECHNICAL SERVICES II (CATS II)**

**TASK ORDER REQUEST FOR PROPOSALS (TORFP)**

**OVERSIGHT PROGRAM SUPPORT SERVICES**

**CATS II TORFP #  
F50B140001**

**DEPARTMENT OF INFORMATION TECHNOLOGY (DOIT)**

**ISSUE DATE: AUGUST 12, 2010**

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## KEY INFORMATION SUMMARY SHEET

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

<b>TORFP Title:</b>	Oversight Program Support Services
<b>Functional Area:</b>	10 – IT Management Consulting Services
<b>TORFP Issue Date:</b>	08/12/2010
<b>Closing Date and Time:</b>	09/09/2010 at 2:00 PM
<b>TORFP Issuing Agency:</b>	DoIT, Strategic Planning Division
<b>Send Questions and Proposals to:</b>	Robert Krauss robert.krauss@doit.state.md.us
<b>TO Procurement Officer:</b>	Robert Krauss, PMP Office Phone Number: 410-260-6135 Office FAX Number: 410-974-5615
<b>TO Manager:</b>	Robert Krauss, PMP Office Phone Number: 410-260-6135 Office FAX Number: 410-974-5615
<b>TO Project Number:</b>	<b>F50B1400001</b>
<b>TO Type:</b>	Time and Materials
<b>Period of Performance (POP):</b>	24 months, plus two 12 month options
<b>MBE Goal:</b>	0 percent
<b>Small Business Reserve (SBR):</b>	No
<b>Primary Place of Performance:</b>	DoIT, 45 Calvert Street, Fourth Floor, Annapolis, MD 21401
<b>TO Pre-proposal Conference:</b>	DoIT, 45 Calvert Street, Fourth Floor, Annapolis, MD 21401 08/26/2010 at 1:00PM See Attachment 5 for directions.

## **SECTION 1 - ADMINISTRATIVE INFORMATION**

### **1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT**

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

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

### **1.2 TO AGREEMENT**

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

### **1.3 TO PROPOSAL SUBMISSIONS**

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box.

The TO Proposal should be submitted via two separate emails. The first email should have in the subject line "Oversight Program Support Services – Technical Proposal" and include the technical proposal as an attachment in MS Word format.\*

The second email should have in the subject line "Oversight Program Support Services – Attachments" and include separate .PDF files of the following TORFP attachments with required signatures clearly visible:

- TORFP Attachment 1 – Price Proposal
- TORFP Attachment 3 - Conflict of Interest and Disclosure Affidavit
- TORFP Attachment 9 – Living Wage Affidavit of Agreement

\*Note – DoIT has a 10 megabyte size limit on any one email, please ensure each transmittal is under that limit.

### **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 TOA is awarded. The Procurement Officer will notify Master Contractor of the time and place of oral presentations.

### **1.5 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 TORFP 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.

## **1.6 NON-DISCLOSURE AGREEMENT**

State documents and other information may need to be reviewed by the TO Contractor awarded the TOA in order to fulfill the requirements of the TOA. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) in the form of TORFP Attachment 8.

## **1.7 LIMITATION OF LIABILITY CEILING**

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

## SECTION 2 - SCOPE OF WORK

### 2.1 PURPOSE

DoIT is seeking proposals from Master Contractors experienced in information technology (IT) consulting to provide at least one primary, full-time, PMI certified Task Order Program Manager (TO-PM) to manage at least the Independent Verification & Validations (IV&V) tier of DoIT's oversight and at DoIT's option, assist with other oversight tiers. Additional resources may be required at the sole option of DoIT.

The intention of this TORFP is to obtain up to but not exceeding ten concurrent resources to provide oversight support. Duties and responsibilities for the TO-PM and other support resources are described in Section 2.4. The specific required labor categories for the TO-PM and other potential resources are listed in the Price Proposal form, TORFP Attachment 1. The labor category descriptions can be found in the CATS II RFP document online at:

[http://doit.maryland.gov/contracts/Documents/CATSII\\_RFPdocs/CATS\\_II\\_RFP.pdf](http://doit.maryland.gov/contracts/Documents/CATSII_RFPdocs/CATS_II_RFP.pdf)

Resources, in addition to the primary TO-PM, shall be added at DoIT's discretion via written change order and after being interviewed by DoIT. The TO-PM shall be responsible for the work performance of any additional resources. Please note that the Master Contractor(s) team receiving this task order award will be precluded from proposing to other solicitations for or in support of any major information technology development project (MITDP).

### 2.2 DoIT BACKGROUND

DoIT was established by HB 362 and Senate Bill 212 and approved by Governor Martin O'Malley on April 8, 2008. DoIT has policy responsibility over technology matters across State agencies, oversight authority over IT expenditures greater than \$25,000, programmatic oversight over MITDPs, and the authority to centralize common IT functions and assets. DoIT supports Maryland's Executive Branch agencies and commissions through its leadership as a principal procurement unit and in establishing the State's strategic direction for IT and telecommunications, establishing long range target technology architecture, encouraging cross agency collaboration for the mutual benefit of all, and advocating best practices for operations and project management. One of DoIT's roles is MITDP oversight. MITDPs are defined as any IT development project that meets one or more of the following criteria:

1. The estimated total cost of development equals or exceeds \$1 million;
2. The project is undertaken to support a critical business function associated with the public health, education, safety, or financial well-being of the citizens of Maryland; or
3. The Secretary determines that the project requires the special attention and consideration given to a MITDP due to:
  - i. the significance of the project's potential benefits or risks;
  - ii. the impact of the project on the public or local governments;
  - iii. the public visibility of the project; or
  - iv. other reasons as determined by the Secretary.

Fundamentally, DoIT uses four elements of MITDP oversight, including professional project management, IV&V, portfolio reviews, and peer review. For more information on DoIT's project oversight efforts, see <http://doit.maryland.gov/policies/Pages/ProjectMgmt.aspx>.

## 2.3 ROLES AND RESPONSIBILITIES

- A) TO Procurement Officer - DoIT staff person listed in the Key Information Summary Sheet (Page 3) responsible for managing the TORFP process resulting in a TO Agreement for Oversight Program Support Services;
- B) TO Manager – DoIT staff person listed in the Key Information Summary Sheet responsible for administration of the resulting TO from TO Agreement execution through TO close out;
- C) TO Contractor – The CATS II Master Contractor awarded the TO Agreement for Oversight Program Support Services. The TO Contractor shall provide an Oversight Project Manager (see below) and other human resources as necessary to perform the services described in this TORFP Scope of Work.
- D) TO Program Manager (TO-PM) – This is the primary resource described in Section 2.1 above and will have direct responsibility for the DoIT MITDP oversight activities performed under this TO and all TO Contractor resources performing those tasks. The TO-PM shall report to the DoIT TO Manager.
- E) TO Support Personnel (SP) – Any additional resources provided by the TO Contractor at DoIT’s request via change order. TO-SP report to the TO-PM.
- F) IV&V Contractor - A CATS II Master Contractor awarded one or more IV&V TO Agreements.
- G) IV&V Project Manager – The designated project manager, provided by an IV&V Contractor, who has primary responsibility for managing the work performed under an IV&V TO Agreement.

## 2.4 OVERSIGHT SUPPORT DUTIES AND RESPONSIBILITIES

Under this task order, the TO-PM will be detailed at DoIT’s office in Annapolis, MD to initially manage multiple concurrent IV&Vs in various stages of completion and manage IV&Vs initiated subsequent to notice to proceed through the end of this task order. If the number of IV&Vs being executed concurrently exceeds six (6), additional project manager resources shall be added by the TO Contractor, at the sole discretion of DoIT, to support the TO-PM. Likewise, additional TO Contractor staff shall be added at DoIT’s request, to perform other ad-hoc oversight activities. See TORFP Section 2.4.7 for a list of example tasks for which TO Contractor staff may be requested.

The TO-PM is responsible for the planning, management and coordination of multiple, concurrent IV&V TOs. The TO-PM may also perform, and shall direct additional TO Contractor resources (SPs) to perform, other oversight activities. All tasks shall be performed with self-sufficiency and minimal guidance from the TO Manager. Performance shall be measured by the quality of required deliverables (Section 2.5) and shall be rated each month in conjunction with deliverable acceptance procedures (Section 2.6).

In general, DoIT performs point-in-time IV&Vs on all active MITDPs once per year, through and including each project’s implementation, which the TO-PM shall manage for DoIT. All artifacts developed as part of an IV&V shall be treated as “close-hold” and shall be shared only with DoIT and the agency whose project is being evaluated. The TO Contractor’s personnel shall sign the “IV&V Sensitive Data Policy” (TORFP Attachment 10). Likewise, the TO-PM shall adhere to the IV&V document retention policy. The overall process for carrying out IV&Vs is generally:

- Prepare, Issue and Award solicitation for fixed price contract to IV&V Contractor
- IV&V Phase I – Project initial assessment, findings reports and presentations, optional Corrective Action Plan (CAP) creation.
- IV&V Phase II (Optional) – Manage CAP execution to address specific deficiencies found during Phase I, if deemed necessary.
- IV&V Phase III (Optional) – Continue CAP execution, if deemed necessary.

Example IV&V TOs can be accessed online by clicking this link: [CATS II TORFP Status](#) and opening those TOs with “IV&V” in the title.



What follows is a table of general duties and responsibilities to be performed and managed by the TO-PM. An asterisk (\*) in the table and bold italics identifies a written deliverable associated with that duty / responsibility. Refer to Section 2.5 for a description of all required deliverables and time of performance.

Section 2.4.1 lists general responsibilities that will be typically recurring through the duration of the task order.

2.4.1	TO Contractor General Responsibilities shall include but not be limited to:
2.4.1.1*	Update and maintain an <b><i>Oversight Program Master Schedule</i></b> (Deliverable 2.5.2.2) for tracking all pending and current IV&Vs and other oversight support tasks performed under this task order. At a minimum, the master schedule shows milestones, deliverables, times of performance, degrees of completion and resources for all tasks starting with task pre-planning activities and ending with final task closeout. For IV&Vs, the master schedule shall include the aforementioned tasks from pre-solicitation planning through IV&V TO closeout.
2.4.1.2*	Update and maintain the <b><i>Oversight Program Master Risk Management Plan (RMP)</i></b> (Deliverable 2.5.2.3). The <i>Master RMP</i> identifies and prioritizes potential risks to successful management of tasks performed under this task order. The <i>Master RMP</i> identifies potential risk impacts and recommended risk responses in a risk register. The <i>Master RMP</i> incorporates pertinent risk information from any of the various interactions and analyses required to perform the oversight program tasks.
2.4.1.3*	Update and maintain a <b><i>Deliverable Comments Matrix</i></b> (Deliverable 2.5.2.4) that documents all comments and recommended changes to all deliverables for a given task prior to deliverable acceptance. The deliverable comments matrix will be submitted to IV&V Contractors and used for review of subsequent versions of IV&V deliverables to ensure all comments and/or changes have been addressed adequately. The deliverable comments matrix will be used for tracking iterative deliverable feedback on all document feedback both between the TO-PM and SPs and between DoIT and the TO-PM.
2.4.1.4*	Update and maintain an <b><i>Oversight Program Communications Plan</i></b> (Deliverable 2.5.2.6) that documents how communications will be managed for the overall program and how specific tasks' (i.e. IV&V and other oversight activities) communications will be handled. At a minimum, included in the plan for each specific task will be communication occasion, frequency and method, communication register(s) of names and contact information for each task and general communication protocol for each task.
2.4.1.5*	At the request of the TO Manager, for each new task, create a <b><i>Work Order</i></b> (Deliverable 2.5.2.7) defining the overall scope of what will be accomplished. The Work Order will list the task(s) to be performed using information gathered from talking to the DoIT TO Manager and other State personnel as needed. The Work Order shall, at a minimum include the scope of the task, the deliverables to be produced, the TO Contractor resources being proposed and an estimated number of hours in which the task will be completed. The deliverable acceptance criteria for a given task will be determined and approved by the State and documented in the Work Order.
2.4.1.6	Provide Oversight Program deliverable Quality Assurance (QA) by evaluating and providing critical comments on all TO deliverables. For IV&V project management, IV&V management QA shall be based on comparing deliverables to the detailed requirements of the IV&V TORFP and based on the TO-PM's expertise. For other oversight activities, QA shall be based on the TO Contractor's adherence to the <i>Work Order</i> (Deliverable 2.5.2.7) approved at the beginning of the task. Comments shall describe changes required for deliverable acceptance. For IV&V deliverables that are presentations by IV&V Contractors, QA shall be performed in advance on presentation slides. Comments shall be documented in the <i>Deliverable Comments Matrix</i> (Deliverable 2.5.2.4).
2.4.1.7	Obtain comments on task deliverables from DoIT staff as identified by the TO Manager. Also obtain comments from target agencies on deliverables submitted by the TO Contractor or by the external IV&V

	Contractors. Compile comments in the <i>Deliverable Comments Matrix</i> (Deliverable 2.5.2.4).
2.4.1.8*	Schedule and facilitate regular weekly Oversight Program status and issue discussions with the TO Manager covering all pending and current IV&Vs and other TO-PM assignments. IV&V status and issue dispositions for the past week, and action items for week pending, shall be captured and tracked by updating the <b><i>Bi-Weekly Master Status Report</i></b> (Deliverable 2.5.2.5). The <i>Bi-Weekly Master Status Report</i> also shall be updated with any changes to the <i>Master Schedule</i> (Deliverable 2.5.2.2) and <i>Master RMP</i> (Deliverable 2.5.2.3). The <i>Bi-Weekly Master Status Report</i> shall be updated and maintained with regard to lessons learned from IV&V projects and any other pertinent IV&V status information.
2.4.1.9	Schedule and facilitate bi-weekly status and issue discussions with IV&V Contractors and/or other State representatives with which you are working on a given task. Transfer pertinent status and issue dispositions to the <i>Bi-Weekly Master Status Report</i> (Deliverable 2.5.2.5).
2.4.1.10	Coordinate with IV&V Contractors or the TO Manager to control IV&V projects to <i>IV&amp;V Project Management Plans</i> provided by the IV&V Contractors or tasks on the <i>Work Order</i> (Deliverable 2.5.2.7). Work with IV&V Contractors to address schedule variances. Document schedule variances in the <i>IV&amp;V Master Schedule</i> (Deliverable 2.5.2.2).
2.4.1.11	Collect, organize, store, and manage IV&V and other task information using DoIT’s portfolio management tool. This includes maintaining current and archival IV&V files (electronic and paper), collecting and distributing IV&V and task information to and from stakeholders, entering IV&V and task updates into DoIT project tracking systems, and recommending ways to optimize DoIT oversight program records management.

Section 2.4.2 through 2.4.6 include representative responsibilities to be performed by TO Contractor personnel specifically related to oversight and management of IV&Vs.

2.4.2	IV&V Procurement
2.4.2.1	Identify IV&V objectives, IV&V deliverables, and other SOW requirements for incorporation into IV&V TORFPs.
2.4.2.2	Research and compile IV&V target project information for incorporation into SOWs for IV&V TORFPs.
2.4.2.3	Draft the IV&V TORFPs with a focus on improving DoIT’s IV&V program.
2.4.2.4	Serve in an advisory role on procurements including: Provide input on IV&V procurement schedules; provide input on proposal evaluation criteria; Serve on and support the work of DoIT evaluation committees; compile DoIT responses to Master Contractor questions; and provide input to amendments to IV&V TORFPs.
2.4.2.5	Manage change orders. Work with the DoIT Procurement Office (ITPO) to define change order scope and cost, and impact on IV&V projects. Perform cost / benefit analyses, and provide valid justifications for change orders. Document, and coordinate the approval of, change orders with the ITPO. Coordinate the implementation of change orders with IV&V Contractors.
2.4.2.6	Upon IV&V Notice to Proceeds (NTPs), schedule and facilitate informal “meet and greet” sessions with IV&V Contractors to discuss roles and set expectations for IV&Vs. Document session points in the <i>Bi-Weekly Master Status Report</i> (Deliverable 2.5.2.5).
2.4.3	IV&V Phase I – Assessment – Post NTP / Pre-Kickoff
2.4.3.1	Gather and provide IV&V Contractors with additional, updated target project status information beyond that provided in IV&V TO Agreements. Updated information may pertain to scope, schedule, cost, project issues, and other information as available to DoIT.
2.4.3.2*	Coordinate with IV&V Contractors to gather and compile the <b><i>Oversight Program Communications Plan</i></b> (Deliverable 2.5.2.6) for each IV&V.

2.4.3.3	Coordinate with IV&V Contractors and target agencies to schedule and facilitate IV&V Kickoff Presentations by IV&V Contractors.
2.4.4	IV&V Phase I – Assessment – Post Kickoff
2.4.4.1	Resolve issues raised by IV&V Contractors or target agencies related to the IV&V interview and documentation gathering process, e.g., non-responsiveness by stakeholders. Document issues in the <i>Bi-Weekly Master Status Report</i> (Deliverable 2.5.2.5) and escalate as needed to the TO Manager.
2.4.4.2	Coordinate with IV&V Contractors to schedule and moderate the internal and external presentations by IV&V Contractors on findings and recommendations. For external presentations, coordinate with IV&V target agencies (i.e., the external audience).
2.4.4.3	At DoIT’s option, coordinate with IV&V Contractors and target agencies to schedule and facilitate Corrective Action Plan (CAP) development meetings based on IV&V findings. Coordinate and facilitate agreement between IV&V Contractors and target agencies on CAP tasks, priorities and implementation schedules to be documented in IV&V CAPs created by IV&V Contractors.
2.4.5	IV&V Optional Phase II – CAP
2.4.5.1	Resolve issues raised by IV&V Contractors or target agencies during CAPs, e.g., non-responsiveness by stakeholders. Document issues in the <i>Bi-Weekly Master Status Report</i> (Deliverable 2.5.2.5) and escalate as needed to the TO Manager.
2.4.5.2	Coordinate with IV&V Contractors and target agencies to schedule and facilitate IV&V Phase II CAP Presentations by IV&V Contractors.
2.4.6	IV&V Optional Phase III – CAP Extension
2.4.6.1	Resolve issues raised by IV&V Contractors or target agencies during CAP extension phases, e.g., non-responsiveness by stakeholders. Document issues in the <i>Bi-Weekly Master Status Report</i> (Deliverable 2.5.2.5) and escalate as needed to the TO Manager.
2.4.6.2	Coordinate with IV&V Contractors and target agencies to schedule and facilitate IV&V Phase III CAP Presentations by IV&V Contractors.

Section 2.4.7 provides examples of other types of oversight support which DoIT may request additional resources from the TO Contractor to perform. This list is not exhaustive, the State may request the TO Contractor to provide SPs for additional oversight support tasks within the TORFP scope of work..

2.4.7	Examples of Other Oversight Duties and Responsibilities
2.4.7.1	Review and assess System Development Life Cycle (SDLC) documents and other IT project artifacts: - provide review and feedback on adequacy of agency SDLC documentation during all phases of projects - see <a href="http://doit.maryland.gov/policies/Pages/sdlc.aspx">http://doit.maryland.gov/policies/Pages/sdlc.aspx</a> for more information about Maryland’s SDLC
2.4.7.2	Develop / improve IV&V program and other oversight tools and methods - provide feedback on business process, procedures, methodology and application of all aspects of DoIT project oversight, as requested
2.4.7.3	Contract management oversight support - provide contract analysis and research services - provide contract audit services of DoIT master contracts and evaluation of processes and procedures
2.4.7.4	Business process analysis - Provide as-is/to-be business process analysis across the spectrum of State government services - Support agency business process analysis for IT projects and solicitation creation by providing best practice and processes/procedures for compiling all necessary documentation
2.4.7.5	IT project risk analysis - Provide Certification and Accreditation support for major IT project oversight

	- Provide best practice recommendations to agencies with respect to risk planning, mitigation, tracking and disposition.
2.4.7.6	Report development and support - Assist with project reporting and quality assurance for oversight reports driven by various mandates and sources
2.4.7.7	Perform project scheduling and planning oversight support - Assist agencies with best practices on schedule management and best practices for creation, update, baseline, resource leveling, etc.
2.4.7.8	Perform services required to gather necessary information to draft a solicitation (e.g. TORFP, RFP, etc) supporting a MITDP.
2.4.7.9	Other miscellaneous project oversight related duties

## 2.5 DELIVERABLES

### 2.5.1 DELIVERABLE FORMATS, QUALITY, AND TIME OF PERFORMANCE

The written deliverables required by this TORFP are associated with IV&V management. Most deliverables currently exist as models or templates in Microsoft Office format. The TO-PM's main role with deliverables is to update and maintain them as current in conjunction with ongoing IV&V management. The TO-PM may recommend improvements or create new deliverables to improve the quality and success of IV&Vs and other oversight activities. Deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and shall represent current factual information. The time of performance for all deliverables for this TORFP is ongoing throughout the task order period of performance.

### 2.5.2 DELIVERABLE DESCRIPTIONS

ID#	Performance Deliverable
2.5.2.1	<p><b>Oversight Program Support Services</b> – Encompasses all of the duties and responsibilities in Section 2.4 and culminates in the overall effective execution of required tasks performed by the TO-PM and any Oversight SP.</p> <p>Note - The ongoing quality of this deliverable is based on the quality of all other deliverables for this TORFP. The quality of this deliverable shall be assessed via monthly TO performance ratings by the TO Manager (See Section 2.4).</p>
	<b>Written Deliverables</b>
2.5.2.2	<p><b>Oversight Program Master Schedule</b> – An MS Project document suitable for tracking all assigned tasks under this task order agreement. At a minimum, the master schedule shall show milestones, deliverables, times of performance, degrees of completion and resources for all tasks starting with pre-planning and finishing with final task deliverables and closeout. This is a single, periodically updated deliverable encompassing multiple IV&amp;Vs.</p> <p>Note - The ongoing quality of this deliverable is a factor in monthly TO performance ratings by the TO Manager (See Section 2.4).</p>
2.5.2.3	<p><b>Oversight Program Master Risk Management Plan (RMP)</b> – An MS Word document that contains a table that identifies and prioritizes potential risks to successful TO management for assigned multiple tasks. The <i>Master RMP</i> shall identify potential risk impacts and recommended risk responses. The <i>Master RMP</i> shall incorporate pertinent risk information gleaned from status reports by and meetings with IV&amp;V Contractors and State agencies. This is a single, periodically updated deliverable encompassing multiple tasks.</p>

	Note - The ongoing quality of this deliverable is a factor in monthly TO performance ratings by the TO Manager (See Section 2.4).
2.5.2.4	<p><b><i>Oversight Program Deliverable Comments Matrix</i></b> – An MS Word document that captures all comments and recommended changes to all the deliverables for an assigned task before deliverable acceptance. This is a single deliverable created from a template for each active task.</p> <p>Note - The ongoing quality of this deliverable is a factor in monthly TO performance ratings by the TO Manager (See Section 2.4).</p>
2.5.2.5	<p><b><i>Bi-Weekly Master Status Report</i></b> – An MS Word document that captures and tracks assigned IV&amp;V and other task statuses and issue dispositions from the past two weeks, and action items for the two weeks pending. The <i>Bi-Weekly Master Status Report</i> has sections describing updates to the <i>Oversight Program Master Schedule</i> (See 2.5.2.2) and <i>Master RMP</i> (See 2.5.2.3). This bi-weekly report documents lessons learned from IV&amp;Vs and other tasks and any other pertinent status information. This deliverable is a series of bi-weekly reports each encompassing multiple tasks.</p> <p>Note - The ongoing quality of this deliverable is a factor in monthly TO Performance ratings by the TO Manager (See Section 2.4).</p>
2.5.2.6	<p><b><i>Oversight Program Communications Plan</i></b> – An MS Word document that captures contact information for all stakeholders for all assigned tasks. This is a single, periodically updated deliverable recreated from a template for each task.</p> <p>Note - The ongoing quality of this deliverable is a factor in monthly TO Performance ratings by the TO Manager (See Section 2.4).</p>
2.5.2.7	<p><b><i>Work Order</i></b> – An MS Word document that defines the overall scope of all tasks to be accomplished. This deliverable is created as a variation of a template work order created by the TO Contractor and mutually agreed upon by the TO Contractor and DoIT. At the request of the TO Manager, a new work order is generated for new tasks to be performed by TO Contractor personnel.</p>

## 2.6 MONTHLY PERFORMANCE RATINGS AND MITIGATION PROCEDURES

### 2.6.1 Monthly Performance Ratings for Deliverable 2.5.2.1

Based on the quality of deliverable 2.5.2.1, each month the TO Manager shall issue a corresponding performance rating on the monthly Deliverable Product Acceptance Form (DPAF) provided as Attachment 7. In the event of poor or non-performance on the deliverable resulting in a rating of “unacceptable” or “partially unacceptable”, full or partial payment may be withheld pending the outcome of the procedures described in Section 2.6.2.

### 2.6.2 Mitigation Procedures for Poor or Non-Performance

At any time during the task order period of performance, should the quality of deliverable 2.5.2.1 be rated “unacceptable” or “partially unacceptable” due to poor or non-performance as determined by the TO Manager, DoIT shall pursue the following mitigation procedures prior to requesting a replacement employee:

A) The 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 TO Manager.

C) Should performance issues persist, the 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.

## **2.7 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. The following policies, guidelines and methodologies can be found at <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx> under “Policies and Guidance.” These may include, but are not limited to:

- IV&V Sensitive Data Policy (TORFP Attachment 10)
- The State’s System Development Life Cycle (SDLC) methodology
- The State Information Technology Security Policy and Standards
- The State Information Technology Project Oversight
- The State of Maryland Enterprise Architecture
- The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute’s (PMI) Project Management Body of Knowledge Guide (PMBOK). TO Contractor’s staff and sub Contractors are to follow a consistent methodology for all TO activities.

## **2.8 CONTRACTOR COMPANY EXPERTISE REQUIRED**

Offerors shall be capable of providing personnel with skills and knowledge sufficient to complete all duties and responsibilities described in Section 2.4, and create, update, and maintain high quality deliverables as described in Section 2.5. Individual(s) proposed by Offerors shall have a working knowledge of PMI PMBOK and State of Maryland SDLC standards and methodologies. Proposals shall demonstrate that Offerors possess such expertise in-house or have fostered strategic alliances with other firms for providing such services.

The TO-PM provided by the TO Contractor shall be capable of managing up to six active IV&Vs, plus perform other oversight activities (See Section 2.4.7.). If additional IV&Vs and / or other oversight tasks are required, Offerors shall be capable of providing resources in addition to the TO-PM not to exceed ten individuals concurrently at the State’s discretion.

## **2.9 CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS**

The following minimum qualifications are mandatory. The proposed TO-PM shall be certified as a Project Management Professional (PMP) by the PMI. The proposed TO-PM shall have at least three years experience with direct responsibility for the execution or oversight of IV&V or equivalent quality assurance work on IT development projects valued at over \$1 million.

## **2.10 INVOICING**

Within three business days after every fourth week during the task order period of performance, the TO Contractor shall submit weekly timesheets for the preceding four weeks for all resources provided under the task order. At a minimum, each weekly timesheet shall show:

- Title: “Time Sheet for Oversight Program Support Services”
- Issuing company name, address, and telephone number
- Employee / resource name
- The week ending date, e.g., “Week Ending: mm/dd/yyyy” (weeks run Sunday through Saturday)
- Tasks completed that week and the associated deliverable names and ID#s

- Number of hours worked each day
- Total number of hours worked that week
- Weekly variance above or below 40 hours
- Annual number of hours planned under the TO
- Annual number of hours worked to date
- Balance of hours remaining
- Annual variance to date (Sum of weekly variances)
- Signature and date lines for the TO Manager

Submission of time sheets shall be to the TO Manager for approval by signature. Upon receiving approval of each set of four time sheets, the TO Contractor shall submit a DPAF, provided as TORFP Attachment 7, to the TO Manager for signature.

DPAFs shall be submitted as MS Word documents by email. Following the return of the executed DPAF indicating “Accepted” and signed by the TO Manager, the TO Contractor shall submit an invoice in accordance with the procedures in Section 2.10.1. The invoice must be accompanied by a copy of the executed DPAF or payment may be withheld.

### **2.10.1 INVOICE SUBMISSION PROCEDURE**

- A) The invoice shall identify “DoIT Fiscal Services” as the recipient and contain the following information:
  - 1) Date of invoice
  - 2) TO Agreement number
  - 3) TO Contractor point of contact with telephone number
  - 4) Deliverable name “Oversight Program Support Services”
  - 5) Deliverable number “2.5.2.1”
  - 6) Period of performance covered by the invoice,
  - 7) Names of all personnel covered by the invoice, hours worked by each, hourly labor rate for each, invoice amount for each, and total invoice amount.
  
- B) The TO Contractor shall email the invoice along with a copy of the executed, corresponding DPAF to “DoIT Fiscal Services” at email address: [LaFrance.Garlington@doit.state.md.us](mailto:LaFrance.Garlington@doit.state.md.us), with a copy to the TO Manager.
  
- 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.

## SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

### 3.1 REQUIRED RESPONSE

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

### 3.2 FORMAT

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements of this CATS II TORFP. All proposal documents (e.g., TO Price Proposal) shall be identifiable by the CATS TORFP number. A TO Proposal shall contain the following sections IN ORDER:

#### 3.2.1 TECHNICAL PROPOSAL

##### A) Proposed Services

- 1) Executive Summary: A one-page summary describing the Master Contractor's understanding of the TORFP scope of work (Section 2) and proposed solution.
- 2) Proposed Solution: A more detailed description of the Master Contractor's understanding of the TORFP scope of work and proposed solution.
- 3) Assumptions: A description of any assumptions formed by the Master Contractor's in developing the Technical Proposal.
- 4) Sample *Oversight Program Master Schedule*: A sample version of Deliverable 2.5.2.2 (See Section 2.5) with sample content. The purpose is to show how the Master Contractor would track multiple current and pending IV&Vs. At a minimum the sample shall portray three IV&V projects (one current and two pending). The sample shall include the following information:
  - a) IV&V Titles (Use "IV&V Project 1, IV&V Project 2", etc.)
  - b) Milestones / Deliverables (shown as "Milestone 1, Milestone 2, Deliverable 1", etc.)
  - c) Time of performance (task start date, finish date, milestones, and deliverable due dates over a period of about six months). Stagger the start dates for the IV&Vs about one month apart.
  - d) Risk indicators for meeting IV&V milestones and deliverable due dates. These may be shown by highlighting each milestone / deliverable with "stop light" colors of green (low risk), yellow (medium risk), and red (high risk). Offerors may employ some other technique to indicate risk levels in the schedule.
- 5) Sample *Bi-Weekly Master Status Report*: A sample version of Deliverable 2.5.2.5 (Section 2.5). The purpose is to show how the Master Contractor would capture and monitor IV&V issues. Contents include issue descriptions, statuses, and action items and time frames to resolve issues.

##### B) Proposed Personnel

- 1) Provide a resume for the proposed TO-PM. The resume should show prominently the proposed person's skills and experience as they relate to the Master Contractor's proposed solution and Section 2 – Scope of Work. At a minimum, the resume should contain the following information in order:



- a) Full name
  - b) Current employer
  - c) College education / training, starting with latest degree / certificate, etc.
  - d) IV&V or QA management experience, indicating for each engagement, in order:
    - Company/Organization
    - Job title
    - Start and end dates
    - Location (Optional)
    - IV&V or QA management work description
    - Any other project oversight or management experience
  - e) Other oversight management services management experience, indicating for each engagement, in order:
    - Company/Organization
    - Job title
    - Start and end dates
    - Location (Optional)
    - Oversight management work description
    - Any other project oversight or management experience
- 2) Provide an image of the proposed TO-PM's PMP Certificate from PMI.
  - 3) Provide the names and titles of the Master Contractor's management staff who will supervise the personnel and quality of services rendered under this TOA.
  - 4) Provide a completed "Labor Classification Personnel Resume Summary" (TORFP Attachment 4) for the proposed TO-PM.
- C) Description of how the Master Contractor will be able to provide up to ten (10) resources concurrently. This will include the Master Contractor's strategy for using in-house resources or subcontractors, or both.
- D) Subcontractors
- 1) Identify any proposed subcontractors and their roles in the performance of Section 2 - Scope of Work.
- E) Overall Master Contractor team organizational chart
- 1) Provide an overall team organizational chart with all team resources available to fulfill the task order scope of work.
- F) Resumes for all Master Contractor staff listed in the Overall Master Contractor team organizational chart.
- G) Master Contractor Company Experience and Capabilities
- 1) Provide at least one verifiable example of IV&V or QA management related projects or contracts the Master Contractor has performed on that are similar to Section 2 - Scope of Work. Each example must include the following information in order:

- a) Name of client organization.
  - b) Contact name, contact title, telephone number, and email address.
  - c) Services provided as they relate to Section 2 - Scope of Work.
  - d) Start and end dates for each project or contract.
  - e) Current Master Contractor team personnel who participated on the projects
  - f) Explanation of why the Master Contractor no longer provides the services, if applicable.
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland.

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

- a) Contract or task order name.
- b) Contract award value in dollars
- c) Name of State agency.
- d) Agency division, contact name, contact title, telephone number, and email address.
- e) Types of services provided.
- f) Start and end dates for contract or task order. If the Master Contractor is no longer providing the services, explain why not.
- g) Indicate if the contract was terminated before the original expiration date.
- h) Indicate if renewal options were not exercised.

Note - State of Maryland experience can be included as part of “Master Contractor Company Experience and Capabilities” (Section G 1 above). State of Maryland experience is neither required nor given more weight in proposal evaluations. The information is used to alert the State to any troubled past partnerships that may affect susceptibility for award.

#### 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 PRICE PROPOSAL

- A) A description of any assumptions on which the Master Contractor’s Price Proposal is based (Assumptions must avoid imposing conditions, contingencies, or exceptions to the price proposal);
- B) A completed Price Proposal (TORFP Attachment 1) with the TO-PM and a second PM and all other proposed labor categories with rates fully loaded. Master Contractors shall list all proposed resources by approved CATS labor categories in the price proposal.
- C) Master Contractors shall add as many lines in the Price Proposal as deemed necessary to staff this task order.

## **SECTION 4 – TASK ORDER AWARD PROCESS**

### **4.1 OVERVIEW**

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

### **4.2 TECHNICAL PROPOSAL EVALUATION CRITERIA**

If the minimum personnel qualifications in Section 2.9 are met, the following technical criteria shall be used to evaluate proposals in descending order of importance (Failure to meet minimum personnel qualifications shall disqualify a proposal):

- A) The capability of the proposed TO-PM to perform the required tasks and produce the required deliverables in the TORFP Scope of Work – Section 2. Capability will be determined from the proposed individual’s resume, reference checks, and oral presentation (See Section 1.4).
- B) The Master Contractor’s overall understanding of the TORFP Scope of Work – Section 2. Level of understanding will be determined by the quality and accuracy of the technical proposal in adherence to Section 3.2.
- C) The overall experience, capability and references for the Master Contractor as described in the Master Contractor’s technical response.
- D) Must have demonstrated clearly, how the Master Contractor plans to staff the task order at the levels set forth in Section 2.1.

### **4.3 SELECTION PROCEDURES**

- A) Technical proposals will be evaluated by an evaluation committee using the criteria in Section 4.2. For technical proposals deemed reasonably susceptible for award (i.e., technically qualified), the associated price proposals will be opened.
- B) For proposals deemed not reasonably susceptible for award (i.e., technically unqualified), the associated price proposals will not be opened.
- C) Qualified technical proposals will be compared in combination with the corresponding price proposals. Technical merit will receive greater weight than price in the comparisons.
- D) The proposal deemed most advantageous to the State, considering both the technical and price submissions, shall be selected for TO award.
- E) All Master Contractors who proposed shall receive written notice from the Procurement Officer identifying the awardee and offering debriefs to non-awardees.

### **4.4 COMMENCEMENT OF WORK UNDER A TOA**

Commencement of work in response to a TOA shall be initiated only upon issuance of a fully executed TOA (TORFP Attachment 2), a Non-Disclosure Agreement (TORFP Attachment 8), a Purchase Order and / or Notice to Proceed (TORFP Attachment 6), and executed IV&V Sensitive Data Policy (TORFP Attachment 10).

**ATTACHMENT 1 – PRICE PROPOSAL  
FOR CATS II TORFP # F50B1400001**

Total Class Hours are listed for evaluation purpose only. The actual number of hours is at the sole discretion of DoIT.

Labor Categories	A	B	C
	Hourly Labor Rate	Total Class Hours*	Total Proposed CATS II TORFP Price
1. Program Manager - Year One (This is the TO-PM role)	\$	2080	\$
Program Manager - Year Two	\$	2080	\$
Program Manager - Optional Year Three	\$	2080	\$
Program Manager - Optional Period Four	\$	1000	\$
<b>Subtotal Cost for TO-PM</b>		<b>7240</b>	<b>\$</b>
List all additional proposed resources by approved CATS II labor category including at least one additional project manager (shown), meeting the qualifications of the CATS Project Manager Labor Category. Assume, for evaluation purpose, each resource will be tasked with 1000 hours per year of the contract.	Fully-Loaded Rate	Evaluation Hours	Total Annual Cost
Project Manager (Additional)	\$	1000	\$
Labor Category 1	\$	1000	\$
Labor Category 2	\$	1000	\$
Labor Category 3	\$	1000	\$
Labor Category 4	\$	1000	\$
Labor Category 5	\$	1000	\$
<b>Subtotal Additional Resources</b>			<b>Total Dollar Amount / Number of Resources</b>
Labor Category <i>(Copy and paste as many rows for as many resources, and their corresponding labor category, as you are proposing)</i>	\$	1000	\$

<b>Total Evaluated Price</b>	\$
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Print Authorized Individual's Name	Company Name
Authorized Individual's Signature	Date
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. Rates must include all direct and indirect costs and profit for the Master Contractor to perform under the TOA.

**SUBMIT AS A .PDF FILE WITH THE PRICE PROPOSAL**

## ATTACHMENT 2 – TASK ORDER AGREEMENT

### CATS II TORFP F50B1400001OF MASTER CONTRACT #060B9800035

This Task Order Agreement (“TO Agreement”) is made this **day** of **Month**, 2010 by and between **Task Order Contractor (TO Contractor)** and the STATE OF MARYLAND, Department of Information Technology (DoIT).

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 DoIT, as identified in the CATS II TORFP # F50B1400001.
  - b. “CATS II TORFP” means the Task Order Request for Proposals # F50B1400001, dated 08/12/2010, including any addenda.
  - c. “Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and **TO Contractor** dated \_\_\_\_\_.
  - d. “TO Procurement Officer” means the individual so identified in the TORFP Key Information Summary Sheet. 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 DoIT and **TO Contractor**.
  - f. “TO Contractor” means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_.
  - g. “TO Manager” means Robert Krauss of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS II TORFP F50B1400001.
  - i. “TO Proposal – Price” means the TO Contractor’s price proposal to the CATS II TORFP F50B1400001 .
  - j. “TO Proposal” collectively refers to the TO Proposal - Technical and TO Proposal - Price.
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 super-cede the Master Contract.
  - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS II TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
    - a. The TO Agreement,
    - b. Exhibit A – CATS II TORFP
    - c. Exhibit B – TO Proposal-Technical
    - d. Exhibit C – TO Proposal-Price
  - 2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or

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

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS II TORFP on receipt of a Notice to Proceed and / or purchase order from the TO Manager. The term of this TO Agreement is for a period of 24 months, plus two 12 month options, commencing on the date of Notice to Proceed.

4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS II TORFP and shall not exceed the total amount of the task order. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS II TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is \_\_\_\_\_. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein (See Section 2.10.1).
- 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, DoIT

\_\_\_\_\_  
By: Robert Krauss, TO Procurement Officer

\_\_\_\_\_  
Date

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



### **ATTACHMENT 3 – 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 sub-consultant 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 PROPOSAL

## **ATTACHMENT 4 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY**

### **INSTRUCTIONS:**

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B9800035.
2. Only labor categories proposed in the Master Contractors Price Proposal may be proposed under the CATS II TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. 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 – DIRECTIONS**

### **TO THE PRE-TO PROPOSAL CONFERENCE**

#### **From Baltimore Area:**

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

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

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

#### **From Either Direction:**

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

#### **Parking:**

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

## ATTACHMENT 6 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS II Task Order Agreement #F50B1400001

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Robert Krauss of DoIT will serve as your contact person on this Task Order. Mr. Krauss can be reached at 410-260-6135, email Robert.krauss@doit.state.md.us.

Accompanying this Notice to Proceed is an original, fully executed Task Order Agreement and purchase order.

Sincerely,

Robert Krauss

Task Order Procurement Officer

**ATTACHMENT 7 - DELIVERABLE PRODUCT ACCEPTANCE FORM (DPAF)**

(DPAF for Monthly Deliverables)

TO Contractor:

TO Requesting Agency: DoIT Project Management Office

TO Agreement Name: Oversight Program Support Services

TO Agreement #: F50B1400001

DoIT Contact: Robert Krauss, 410-260-6135, Robert.krauss@doit.state.md.us (TO Manager)

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

	<b>Deliverable # 2.5.2.1 – Oversight Program Support Services</b>	<b>Monthly Price</b>
Required Resource	Task Order Program Manager (TO-PM)	\$
Optional Resource #1	Task Order Support Personnel (TO-SP)#1	\$
Optional Resource #2	Task Order Support Personnel (TO-SP)#2	\$
	Add rows as needed for additional optional resources	

>>>>>>>>> The Information Below Shall Be Filled-In by DoIT >>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>

MONTHLY DELIVERABLE DISPOSITION:

Accepted                     
  Rejected                     
  Partially Rejected

MONTHLY TO PERFORMANCE RATING:

Acceptable                     
  Unacceptable                     
  Partially Unacceptable

EXPLANATION FOR REJECTING OR PARTIALLY REJECTING DELIVERABLE:

REQUIRED CORRECTIVE ACTION / OTHER COMMENTS:

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

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

Issued By The TO Manager

## ATTACHMENT 8 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

**THIS NON-DISCLOSURE AGREEMENT** (“Agreement”) is made as of this \_\_\_ day of \_\_\_\_\_, 2010, by and between the State of Maryland (“the State”), acting by and through DoIT (the “Department”), and \_\_\_\_\_ (“TO Contractor”), a corporation with its principal business office located at \_\_\_\_\_.

### RECITALS

**WHEREAS**, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for Oversight Program Support Services, TORFP No. F50B1400001 dated \_\_\_\_\_, (the “TORFP” issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B9800035; and

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

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

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

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

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

**DoIT:**

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

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

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

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

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

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

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

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

SUBMIT AS REQUIRED IN SECTION 1.6 OF THE TORFP



## ATTACHMENT 9 – LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. \_\_\_\_\_

Name of Contractor \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

Witness Signature & Date: \_\_\_\_\_

# ATTACHMENT 10 – IV&V Sensitive Data Policy

## Scope

This policy covers DoIT's policy for the storage and transmission of all IV&V sensitive data, regardless of the medium.

## Purpose

The purpose of this policy is to provide all Maryland Agencies, IV&V Contractor(s), and any personnel involved in an IV&V project with the assurance that information gathered and opinions developed on the health of the project undergoing an IV&V are safely held and securely transmitted throughout IV&V project activities as defined by DoIT. It provides DoIT, Agency and IV&V Contractor personnel with the standards for handling of IV&V sensitive data including findings and recommendation data.

## Definition

- **Confidential Information:** Non-public information that if disclosed could result in a high negative impact to the State of Maryland, its' employees or citizens and may include information or records deemed as Private, Privileged or Sensitive.
- **Project identifiable information (PII):** Used in DoIT's IV&V methodology to refer to information that can be used to uniquely identify or connect to a single project or can be used with other sources to uniquely identify a single project. The information may include individual or combination of data elements including: Contract Number, Task Order number, Purchase Order, Project Name, Project Acronym, Agency, Project Start and End Dates, Project Manager or Team members, and project code.
- **IV&V Sensitive data:** IV&V sensitive data is defined as confidential information and includes all electronic or paper document forms related to the IV&V findings and recommendations. It includes the draft findings report, final findings report, internal presentation, agency presentation materials, and derivatives of these artifacts which contain project identifiable information.

## Policies & Procedures:

### Watermarking

All IV&V sensitive data is confidential information and shall be clearly marked as "Confidential". This is to include findings report (draft & final), presentations (internal & Agency), or derivatives of these artifacts which contain specific project identifiable information for a particular IV&V.

### Access to IV&V sensitive data

Only those Agency, IV&V Contractor, and DoIT personnel with explicit need-to-know and other individuals for whom an authorized Maryland State official has determined there is a mission-essential need-to-share and the individual has signed a non-disclosure agreement will have access to IV&V sensitive data.

Physical access controls must be in place for access to IV&V sensitive data. Physical access controls may depend on DoIT, Agency, and IV&V Contractor's individual facilities. They would include:

- Data Centers;
- Areas containing servers and associated media;
- Networking cabinets and wiring closets; and
- Operations and control areas.

Access to data centers and secured areas where IV&V sensitive data is stored will be granted for those employees, contractors, technicians and vendors who have legitimate business responsibilities on the IV&V. Authorization should be:

- Based on frequency of need for access;
- Approved by the manager responsible for the IV&V at the respective organization. The IV&V TO Manager must be informed of all personnel granted access.

Each individual having access to IV&V sensitive data is responsible for:

- Ensuring that all portable storage media such as hard drives, flash media drives, diskettes, magnetic tapes, laptops, PDA devices, DVDs and CDs are physically secured;
- Ensuring proper environmental and physical controls are established to prevent accidental or unintentional loss of IV&V sensitive data residing on IT systems;
- Ensuring that any physical access controls are auditable.

Distribution within IV&V Project Team

The IV&V TO Manager will manage, and directly deliver controlled and tracked paper copies of IV&V sensitive documents which are stamped Confidential. Electronic file transmission method of IV&V sensitive data via email is strictly prohibited. All electronic file transmission methods must be secure and encrypted. Examples include a secure site with password protection and access restriction to electronic files for individuals authorized to access IV&V sensitive data.

All request for paper or electronic files must be requested through the IV&V TO Manager and approved prior to granting of access to paper or electronic file.

Storage

Physically controlled access to and securely stored information system media, both paper and digital, based on the “Confidential” classification of the information recorded on the media. Storage is prohibited on portable devices unless prior written approval from IV&V TO Manager has been granted. Approved storage on portable devices must be encrypted; kept from view by unauthorized individuals; protect against viewing while in use and when unattended, store in locked desks, cabinets, or offices within a physically secured building.

Redacted IV&V sensitive data

For training and lessons learned purposes only, IV&V sensitive data may be redacted and all project identifiable information removed from paper and electronic copies. All requests to create redacted IV&V sensitive data for paper or electronic copies must be made to the IV&V TO Manager and approved prior to redaction. A copy of the final versions of the redacted information will be provided to the IV&V TO Manager for review and approval.

**Questions about this policy**

If you have questions about this policy, please contact the IV&V TO Manager at tma@doit.state.md.us.

**Policy adherence**

Failure to follow this policy can result in disciplinary action including, but not limited to, termination of IV&V contract.

I EXPRESSLY ACKNOWLEDGE THAT I HAVE READ THIS POLICY AND UNDERSTAND THE POLICIES, PROCEDURES, OBLIGATIONS, AND CONDITIONS SET FORTH HEREIN. BY SIGNING, I EXPRESSLY CONSENT TO BE BOUND BY DOIT’s IV&V SENSITIVE DATA POLICY SET FORTH.

**TO Contractor/TO Contractor’s Personnel**

Signature: \_\_\_\_\_ Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**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

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