



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

**ENTERPRISE PROJECT MANAGEMENT OFFICE  
BUSINESS SERVICES TORFP**

**CATS II TORFP #N00B0400290**

**OTHS/OTHS-11-001-S**

**DEPARTMENT OF HUMAN RESOURCES  
OFFICE OF TECHNOLOGY FOR HUMAN SERVICES  
ISSUE DATE: SEPTEMBER 23, 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>	Enterprise Project Management Office
<b>Functional Area:</b>	17
<b>TORFP Issue Date:</b>	September 23, 2010
<b>Closing Date and Time:</b>	November 4, 2010 at 2:00 PM
<b>TORFP Issuing Agency:</b>	Department of Human Resources (DHR)/Office of Technology for Human Services (OTHS)
<b>Send Questions and Proposals to:</b>	Sharon Little, Procurement Officer slittle@dhr.state.md.us
<b>TO Procurement Officer:</b>	Sharon Little, Procurement Officer Office Phone Number: 410-238-1215 Office FAX Number: 410-238-1260
<b>TO Manager:</b>	Amanda Tate, Director CIO Office Phone Number: 410-238-1356 Office FAX Number: 410-238-1260
<b>TO Project Number:</b>	OTHS/OTHS 11-001-S Purchase Order Number N00B0400290
<b>TO Type:</b>	Fixed Price
<b>Period of Performance:</b>	One year with two one-year renewal and 29 days not to exceed May 31, 2014
<b>MBE Goal:</b>	35 percent
<b>Small Business Reserve (SBR):</b>	Yes
<b>Primary Place of Performance:</b>	Department of Human Resources Office of Technology for Human Services 1100 Eastern Boulevard, Essex, MD 21221
<b>TO Pre-proposal Conference:</b>	October 5, 2010 at 10:00 AM – Conference Room 3 A-B Department of Human Resources Office of Technology for Human Services 1100 Eastern Boulevard Essex, MD 21221 See Attachment 6 for directions.

## **SECTION 1 - ADMINISTRATIVE INFORMATION**

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

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 4.5 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 II Master Contract; and, in conjunction with the selected Master Contractor, achieving on budget/on time/on target (e.g., within scope) completion of the Scope of Work.

### **1.2 TO AGREEMENT**

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific 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 DHR's 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 # BPO N00B0400290. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP #BPO N00B0400290 Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP #BPO N00B0400290 Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

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

### **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.

The TO Contractor shall be precluded from development, implementation, or hosting projects for the Maryland Department of Human Resources that result from the TO Contractor's activities under this TORFP. The TO Contractor shall be precluded both as the prime and as a subcontractor.

In addition, certain other opportunities may result in a conflict of interest, and it shall be the responsibility of the TO Contractor to assure that no member of its staff engages in additional business development activities related to DHR without first consulting with the agency and obtaining a formal opinion so as to avoid any potential conflict of interest. Should the TO Manager learn that any member of the TO Contractor's team has failed to observe these guidelines; the offending team member shall be immediately dismissed from the engagement.

## **1.7 NON-DISCLOSURE AGREEMENT**

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 AND LIQUIDATED DAMAGES**

Pursuant to Section 27 (C) of the CATS II Master Contract, the limitation of liability per claim under this TORFP shall not exceed two (2) times the TO Agreement amount established.

### **1.8.1 Liquidated Damages – Failure to Meet Performance Requirements**

The TO Contractor agrees that in the event of a failure to meet timelines in an approved project plan, Deliverable and due dates damage shall be sustained by DHR. Actual damages to the State may be extremely difficult and impractical to determine. It is therefore agreed that the State, at its sole option and after the TO Contractor has been given reasonable opportunity, of which the timeframe will be determined at the sole discretion of the state, to cure the failure and fails to do so, may require the TO Contractor to pay liquidated damages for such failures according to the following subsections. Total damages will be limited as out lined in Section 1.8 Limitation of Liability Ceiling and Liquidated Damages and any liquidated damages assessed will count against the limitations of liability threshold. In addition, a single event of failure on the part of the TO Contractor or its subcontractors will only result in the imposition of damages in one liquidated damage category.

Liquidated Damages shall apply as follows:

A. In the event of a force, major event, or a failure due to third parties outside of the TO Contractor's reasonable control, no Liquidated Damages will apply.

B. In the event of a failure to meet performance requirements, other than an excusable failure as described in subsection (A) above, the maximum amount for Liquidated Damages will not exceed 10% of the total charges invoiced in an average monthly period. Amounts due the State as liquidated damages will be deducted by the State from any money payable to the TO Contractor pursuant to this Contract.

The State will notify the TO Contractor in writing of any claim for liquidated damages before the date the State deducts such sums from money payable to the TO Contractor. No delay by the State in assessing or collecting liquidated damages shall be construed as a waiver of such rights.

The TO Contractor shall not be liable for liquidated damages when, in the opinion of DHR, incidents or delays result from excusable failure. DHR shall adopt a reasonable standard of review which takes into consideration the totality of the circumstances. The TO Contractor will bear the burden of providing evidence, that the delay is

attributable to, and the responsibility of, another entity outside and independent of the custody, control, supervision and/or direction of the TO Contractor, its officers, agents or employees. Failure to provide such proof will result in the TO Contractor being responsible and liable for all liquidated damages hereunder.

### **1.8.2 Liquidated Damages – Failure Notification Requirement**

Written notification of failure to meet a performance requirement shall be given by the DHR Project Manager to the TO Contractor. The TO Contractor shall have three (3) days from the date of receipt of the written notification of failure to perform the specifications to cure the failure set forth in the written notification. If the failure is not resolved or if the TO Contractor fails to provide a plan to cure the failure that is acceptable to the DHR Project Manager within this period, liquidated damages may be imposed retroactively to the date of failure to perform, excluding days used by DHR to review the product if it proves acceptable. However, if the product is not acceptable these review days may be included in the computation of liquidated damages. Such review shall be done within a reasonable time period and in no event exceed more than ten (10) working days.

### **1.8.3 Liquidated Damages – Failure to Meet Project Deliverable Schedule Criteria**

For any failure by the TO Contractor to meet a critical project Deliverable due date, DHR may require the TO Contractor to pay liquidated damages in the amount of \$2,500.00 per day per Deliverable, each and every day thereafter up to the maximum until such Deliverable is completed and accepted by the DHR Project Manager. If the TO Contractor fails to complete the Deliverable, which is subsequently accepted by the DHR Project Manager, within thirty (30) days, DHR may move to terminate the TO Contract for default.

### **1.8.4 Liquidated Damages – Transition In and Transition Out Timelines**

Transition In Performance Standard. The TO Contractor is responsible for ensuring that the services under this Contract are not jeopardized by delays in the transition schedule, as agreed and stated in the Contract, and defined in the final Transition In Plan approved by the DHR Project Manager.

Liquidated Damages. If the TO Contractor fails to complete the required transition in tasks and subtasks within the transition period, liquidated damages of \$1,000.00 per calendar day for the first twenty (20) days, and thereafter \$2,500.00 per calendar day up to an additional sixty (60), shall be assessed for every calendar day, or fraction of a day that the schedule is delayed, from the date of written notification by the DHR Project Manager to the TO Contractor that the schedule is late. As previously defined, delays that occur that are not within scope of control of the TO Contractor will not result in liquidated damages.

Transition Out Performance Standard. The TO Contractor is responsible for ensuring that the services provided to DHR are not jeopardized by delays in the transition out schedule, as agreed and defined in the final Transition In Plan of the incoming TO Contractor that has been approved by DHR. The TO Contractor will participate in all meetings, produce all documentation within three (3) business days of request, and complete all assigned tasks in accordance with the Transition In Plan approved by the DHR Project Manager.

Liquidated Damages. If the TO Contractor fails to complete the required transition out tasks and subtasks in accordance with the defined due dates, liquidated damages of \$2,500.00 per calendar day shall be paid by the TO Contractor to DHR for every calendar day, or fraction of a day, that the schedule is delayed, from the date of written notification by the DHR Project Manager to the TO Contractor that the schedule is late.

### **1.8.5 Liquidated Damages – Key Personnel**

In the event that the TO Contractor diverts or replaces Key Personnel without the prior written approval of DHR, the TO Contractor is subject to liquidated damages in the amount of \$2,500 per working day for diversion of the Contractor's Project Manager (CPM) and \$1,000 per business day for all other key personnel, until the Key Personnel's replacement is approved by the DHR Project Manager and begins work. The damages will begin the first working day of the diversion or replacement of Key Personnel by the TO Contractor and applies only to replacement of Key Personnel by the TO Contractor that is within the TO Contractor's control. No liquidated damages will be payable by the TO Contractor if removal or reassignment of such personnel is required as a result of the following, provided that the TO Contractor provides written notification to DHR's Project Manager within

five (5) business days of such removal/reassignment and exercises commercially reasonable efforts to find a suitable replacement for the Key Personnel:

- A. Voluntary resignation from TO Contractor's employment;
- B. Dismissal by the TO Contractor for performance or for misconduct (e.g. fraud, drug abuse, theft);
- C. Inability to work due to a disability; or
- D. Replacement or reassignment of such personnel at the request of DHR.

## **1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES**

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

Attachment 12 is a sample of the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable TO Contractors approximately three (3) months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the checklist. Subsequently, at six (6) month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

## **1.10 DOCUMENT OWNERSHIP**

In the event of contract award, all data and documentation produced as part of the contract will become the exclusive property of the Department of Human Resources, State of Maryland and may not be removed by an employee of the TO Contractor or Subcontractor(s) or used, sold, reproduced or duplicated in any way for any purpose by the TO Contractor or Subcontractor(s) without the written permission of the Department. Technical proposals received from Offerors in response to this TORFP and the corresponding financial proposals from qualified Offerors will become the property of the Department of Human Resources, State of Maryland, and will not be returned to the Offeror.

## **1.11 RIGHTS TO RECORDS**

The TO Contractor agrees that all documents and materials, including but not limited to, reports, workpapers, studies, computations and data, tests, maps, design, and graphics prepared by the TO Contractor for purposes of the contract shall be the sole property of DHR and shall be available to DHR. DHR shall have the right to use the same without restriction and without compensation to the TO Contractor other than that specifically provided by the contract.

To the extent that the Contractor incorporates any of its materials, reports or data into the documents and materials delivered under any Deliverable, the TO Contractor hereby grants to the State a royalty-free, non-exclusive right to use such TO Contractor's information solely for the State's use and that of its agents.

Notwithstanding anything to the contrary in the Contract, the TO Contractor shall have the right to retain a copy of all its work papers and administrative records and shall be entitled to use such documents.

### **1.11.1 WORKS FOR HIRE**

The TO Contractor agrees that at all times during the term of the Contract and thereafter, the works created and services performed under the contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created under the contract are not determined to be works for hire for the Department, the TO Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under the Contract, and shall cooperate reasonably with the State in effectuating and registering any necessary assignments.

The TO Contractor shall not affix any restrictive markings upon any data and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such warnings.



## **1.11.2 WORKPAPERS AND RECORDS**

- 1.11.2.A All of the services performed by the TO Contractor relating to the subject of this TORFP Agreement are subject to the review, inspection and approval of DHR Project Manager and, therefore, any and all written and electronic records, including, but not exclusively limited to, any books, papers, notes, files, records, memos, drafts, findings, draft reports, and reports related to such services (hereinafter “Workpapers” or “Workpaper”) shall be subject to the inspection and approval of DHR. The TO Contractor shall furnish all Workpapers and additional information requested by DHR to DHR and grant DHR’s duly authorized representatives free access to any Workpapers at all reasonable times, upon three (3) hours notice to the TO Contractor. At DHR’s request, the TO Contractor shall provide DHR with copies of Workpapers in the possession or control of the TO Contractor. The Workpapers may be provided in an electronic format that is acceptable to DHR.
- 1.11.2.B The TO Contractor agrees that all Workpapers shall remain the property of DHR and all Workpapers retained by the TO Contractor are retained on behalf of DHR. The TO Contractor shall retain and maintain all records and documents in any way relating to the contract for three (3) years after final payment by the State of Maryland if applicable, or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State at all reasonable times. All records related in any way to the contract are to be retained for the entire time provided under this section.
- 1.11.2.C During the Retention Period the TO Contractor shall maintain all Workpapers in its possession in the office or facility closest to DHR’s office that is appropriate for the retention of documents. After or during the Retention Period or upon completion of the services provided in accordance with the contract and any regulatory or legal proceeding associated with the services provided, DHR may take possession of any original Workpapers retained by the TO Contractor and the TO Contractor shall submit such Workpapers to DHR in accordance with DHR’s direction. The TO Contractor may retain photocopies of the original Workpapers and may retain any original Workpapers DHR does not wish to possess. All such materials are to be kept confidential and in a secure location.
- 1.11.2.D The TO Contractor agrees to maintain all Workpapers as confidential information owned by DHR. The TO Contractor shall only disclose Workpapers to its own employees as necessary to perform services under the contract and to DHR unless permitted, in writing, by DHR to do otherwise.
- 1.11.2.E The TO Contractor agrees to take all reasonable steps necessary to safeguard the Workpapers, or other information from loss, destruction, unauthorized disclosure or erasure during the course of the contract and the Retention Period.

## **1.11.3 PATENTS, COPYRIGHTS, AND INTELLECTUAL PROPERTY**

As used in this Section, the term “Deliverables” shall mean reports, documents, templates, studies, strategies, operating models, technical architectures, design ware, software objects, software programs, source code, object code, specifications, documentation, abstracts and summaries thereof, and other work product and materials which are originated and prepared for the State and delivered by TO Contractor (either independently or in concert with State or third parties) during the course of the TO Contractor’s performance under the contract. The term “Contractor IP” shall mean any intellectual property owned or licensed by the TO Contractor other than the Deliverables.

The State shall have a perpetual, nontransferable, non-exclusive paid-up right and license to use, copy, modify and prepare derivative works of the TO Contractor IP during the term of the agreement. Standard licensing terms will

apply to all third party software licensed by Contractor. In no event shall either party be precluded from developing for it, or for others, materials which are competitive with, or similar to, the Deliverables. In addition, each party shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of performing the contract.

If the TO Contractor furnishes any design, device, material, process, Deliverable or other item, which is covered by a patent or copyright or which is proprietary or a trade secret, the TO Contractor shall obtain the necessary permission or license to permit the State to use such item as appropriate.

The TO Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the TO Contractor infringes any patent, trademark, copyright, or trade secret. If a third party claims that a product infringes that party's patent or copyright, the TO Contractor shall defend the State against that claim at TO Contractor's expense and shall pay all damages, costs and attorney fees that a Court finally awards, provided the State: (1) promptly notifies the TO Contractor in writing of any claim that comes to the knowledge of the State; and (2) cooperates with TO Contractor in the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated below.

If any products furnished by the TO Contractor become, or in the TO Contractor's opinion are likely to become, the subject of claim of infringement, the TO Contractor shall, after consultation with the State, and at its own expense: a) procure for the State the right to continue using the applicable item; b) replace the product with a non-infringing product substantially complying with the item's specifications; c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item; or, d) refund to the State the fees paid for such Deliverable, less a reasonable amount for State's use of the Deliverable up to the time of return.

The TO Contractor shall report to DHR promptly and in written detail, each notice of claim of copyright infringement received by the TO Contractor with respect to all data delivered under the contract.

#### **1.11.4 OWNERSHIP OF DATA, INFORMATION, AND REPORTS**

Any data, information, and reports collected or prepared by the TO Contractor or subcontractor(s) in the course of performing its duties and obligations under a contract resulting from this TORFP shall be deemed owned by DHR. The ownership provisions are in consideration of the TO Contractor's use of public funds in collecting or preparing such data, information, and reports. These items shall not be used by the TO Contractor or subcontractor(s) for any independent project of the TO Contractor or subcontractor(s) or publicized by the TO Contractor or subcontractor(s) without written permission from DHR. Subject to applicable State and Federal law and regulations, DHR shall have full and complete rights to reproduce, duplicate, disclose, and otherwise use all such data, information, and reports. At the expiration or termination of the contract, the TO Contractor and subcontractor(s) shall make available data, information, and reports to DHR within thirty (30) days following the expiration or termination of the contract or such longer period as approved by DHR.

Except as otherwise provided in this section, if any copyrightable or patentable material is developed by the TO Contractor or subcontractor(s) in the course of performance of a contract resulting from this TORFP, DHR, the State of Maryland, and the Federal Government shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work and authorize others to do so.

#### **1.11.5 NONDISCLOSURE OF PROPRIETARY INFORMATION**

- 1.11.5.A The TO Contractor shall not release any information concerning the services provided pursuant to the contract or any part thereof to any member of the public, press, business entity, or any official body unless prior written consent is obtained from DHR. Any violation of the data disclosure and confidentiality laws and policies could result in contract termination and impact future awards as well as any potential legal ramifications.
- 1.11.5.B In accordance with applicable State and Federal law, DHR and the TO Contractor agree that all Workpapers, working papers, recorded information, documents and copies thereof, and all other information written or oral, produced by, obtained by or disclosed to DHR and the TO Contractor in the course of providing the services contemplated by the contract ("Proprietary Information") shall be forever given confidential treatment, and shall not be

made public by DHR or the TO Contractor, except in accordance with the provisions of the Maryland Public Information Act or other applicable laws;

- 1.11.5.C Proprietary Information shall not include information which (1) is or becomes available to the public other than as a result of a disclosure by the TO Contractor or its representatives; (2) was or becomes available to the TO Contractor on a non confidential basis from a source other than DHR, provided that such source is not known by the TO Contractor to be bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to DHR with respect to such Proprietary Information; (3) is developed by the TO Contractor independently of any disclosures of information by DHR;
- 1.11.5.D The TO Contractor further agrees not to use such Proprietary Information for any purpose other than the provision of services as contemplated by the contract. The TO Contractor agrees that damages would not be a sufficient remedy for any breach of the Contract by the TO Contractor or its representatives and, thus, that, in addition to all other remedies, DHR shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach. The TO Contractor also agrees not to seek to secure or post a bond in connection with any such remedy;
- 1.11.5.E The TO Contractor shall be permitted to disclose Proprietary Information only to the TO Contractor's employees who will have need of such data or information in connection with the performance of the contract. The TO Contractor shall clearly instruct such employees not to violate the confidentiality provisions contained herein, and the TO Contractor shall take appropriate steps to ensure that such obligations are fulfilled; and
- 1.11.5.F In the event that the TO Contractor is requested or directed (by deposition, interrogatories, requests for information or documents in legal proceedings, subpoenas, civil investigative demand or similar process), in connection with any legal or regulatory proceedings, to disclose any Proprietary Information, the TO Contractor shall give DHR prompt written notice of such request or direction so that DHR may independently or jointly seek an appropriate protective order or other remedy. If DHR agrees that the requested disclosure is appropriate and permissible under the relevant provisions of the contract and any relevant State or Federal laws, the TO Contractor shall furnish only that portion of the Proprietary Information that is legally required to be disclosed.

#### **1.11.6 FEDERAL AND STATE ACCESS**

The United States Department of Health and Human Services and DHR, or any of their duly authorized representatives, shall have access to the TO Contractor's documents, papers, and records which are directly pertinent for the purpose of making audit, examination, excerpts, and transcriptions for work performed under this contract. The TO Contractor shall cooperate with all reviews and supply copies of any requested materials.

The U.S. Department of Health and Human Services and the State of Maryland shall have royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to do so, all application software including but not limited to all source and object code, instructions, files, and documentation which is required by the contract. The TO Contractor claims no proprietary rights to the application software, files, databases, or other components of the application developed or modified specifically for the State under this Contract. The State may grant to the Federal government a royalty-free, non-exclusive, and irrevocable license in such software, modifications and documentation designed, developed or installed in whole or part with Federal financial participation in accordance with Federal regulations at 45 CFR 95.617.

The provisions of this section shall be incorporated in any subcontract that relates to the subject matter of this article.

## SECTION 2 - SCOPE OF WORK

### 2.1 PURPOSE

The Department of Human Resources (DHR), Office of Technology for Human Resources (OTHS) is issuing this CATS II TORFP to provide information to Offerors interested in submitting proposals to meet the requirements for contractual services described herein.

The purpose of this TORFP is to acquire the services necessary to support DHR's information systems management and planning activities. DHR's primary objective in issuing this TORFP is to partner with a qualified Offeror to provide management consulting services to critical initiatives. DHR's intention in completing this procurement is to obtain the services of an Offeror that will provide qualified staff to supply services related to three major ongoing activities:

- A. Enterprise Project Management Office. The Offeror's tasks shall include supporting the Enterprise Project Management Office (EPMO), evolving and institutionalizing the EPMO processes, and expanding the offerings of the EPMO to standardize project and contract management, oversight, testing, training, and project documentation. The Offeror shall also carry out the day-to-day oversight responsibilities of the EPMO as well as maintain responsibility for the development of project business requirements.
- B. Enterprise Quality Assurance/Quality Control (QA/QC). The Offeror's QA/QC tasks shall include review of deliverables for completeness, accuracy, and adherence to standards for development efforts and major system enhancements for Client Information System (CIS), Client Automated Resource and Eligibility System (CARES), Child Support Enforcement System (CSES), Service Access Information Link (SAIL), WORKS and other key systems, tasks, or deliverables as assigned by DHR. A description of each of these systems is contained in Appendix D.
- C. Management Consulting Services. The Offeror shall provide subject matter expertise to aid DHR in executing information technology initiatives that meet DHR standards and remain consistent with the overall goals and objectives of DHR. Required expertise includes organizational change management, large transaction systems deployment, technology strategy development, network support, technology infrastructure management, application hosting, and industry-standard, best practice project management proficiency. In addition, the Offeror shall provide technical planning support, including updating and executing the Department's technology plan, making resource planning recommendations, application planning, analysis, and design as appropriate to ensure that existing applications and new initiatives conform to State standards, industry practices, and DHR guidelines, and support in the implementation, maintenance and use of DHR's enterprise architecture tools.

The specific objectives DHR seeks to accomplish through the consulting services described in this TORFP are:

- A. Provide support to deliver responsive and reliable statewide operations
- B. Maintain Federal certification and compliance with all Federal reporting requirements
- C. Improve information access, integration, and reporting capabilities
- D. Promote integrity in the delivery of contractors' project management artifacts and system documentation
- E. Provide application-specific and operations-specific project management planning activities
- F. Provide management consulting and planning activities
- G. Provide improved project management oversight and quality assurance across the enterprise.

The TO Contractor should clearly and concisely describe how they will meet each task outlined in the technical requirements section. The contractor's technical proposal, excluding resumes of Key Personnel, project plan, and required forms, is limited to 75 pages.

## **2.2 REQUESTING AGENCY BACKGROUND**

DHR was established to administer the State's public assistance, social services, child support enforcement, and community-based programs. DHR has a critical mission: it works to safeguard and provide services to some of Maryland's most vulnerable citizens. DHR touches the lives of thousands of children and families every year, working hard to ensure that Maryland's most disadvantaged residents receive the services they are eligible for and protection from abuse and neglect.

Within the Department there are three program administrations: the Family Investment Administration (FIA), the Child Support Enforcement Administration (CSEA), and the Social Services Administration (SSA). These three program administrations administer the health and human services programs offered by the Department.

The Office of Technology for Human Services (OTHS) is the enterprise-wide Information Technology (IT) administration that manages all IT services and strategy across DHR including the three program administrations as well as various administrations that support the day-to-day operations of the Department, and local departments of social services.

More than 6,600 employees rely on OTHS to develop, enhance, and maintain mission-critical systems that support the delivery of social services, track activities, and manage outcomes. OTHS maintains and enhances approximately 49 mainframe, non-mainframe, client server, and web-based applications supporting the health and human service programs administered and managed by DHR in 160 locations across the state. OTHS oversees the Department's information technology (IT) infrastructure. This includes personal computers, hardware and software, office applications and network upgrades, Internet and Intranet, and telephone systems and equipment.

OTHS in concert with its business partners and stakeholders established a Mission and Vision that supports the Department's objectives and priorities. The Mission and Vision statements closely align OTHS with the Department's vision and focuses on the delivery of technology services with professionalism and commitment to the customer's experience:

- Mission: OTHS will enable DHR to provide excellent customer service to the citizens of Maryland through innovative and efficient use of technology
- Vision: We envision an OTHS in which operational excellence has been achieved and maintained, we exhibit a consultancy mindset and serve as a trusted business partner to each Program to provide innovative technical solutions in an efficient and timely manner.

Within OTHS, three divisions provide the various functions of the office, and support its Mission and Vision:

- Enterprise IT Policy and Planning and IT Procurement – The IT Policy and Planning division develops OTHS' IT Master plan and sets the strategic direction of OTHS, ensuring compliance with the Department's overall goals and mission. This division supports OTHS customers by planning and managing OTHS' inventory of IT projects, ensuring compliance with statewide policies and strategic plans, monitoring OTHS' strategic information asset base, managing the relationship with federal partners, and ensuring the efficient and effective use of IT contracts. Included in Enterprise IT Policy Planning and IT Procurement is the DHR Enterprise Project Management Office (EPMO) which provides project management oversight, governance, and quality assurance to DHR technology initiatives.
- Systems Management/ Technical Services – Systems Management supports OTHS customers by developing and maintaining OTHS' IT hardware, network, infrastructure and security. This

division is also responsible ensuring proper virus/malware prevention is applied, ensuring proper capacity management is performed, as well as the general management and oversight of storage, security and network.

- Systems Development – The Systems Development Division (SDD) supports the OTHS program and administrative support administrations business needs and the customers they serve through software application development, implementation, operations and maintenance of the Departments IT systems.

## **2.3 ROLES AND RESPONSIBILITIES**

- A. Chief Information Officer – The Chief Information Officer (CIO) is the DHR executive that manages all IT enterprise-wide. The CIO serves as the technical advisor to the Secretary on the utilization of technology to achieve strategic goals for the Department, and sets the technology vision, strategies and policies to achieve those goals. The CIO is responsible for ensuring appropriate investment in technology and for the strategic acquisition of technology to support the business goals of DHR. The CIO is also responsible for ensuring that adequate technical resources to address needs are made available in a timely manner, and is responsible for setting the technical direction for DHR, and the contract, and for final approval and authority of activities and deliverables produced as part of the contract.
- B. TO Project Manager – The appointed Project Manager is responsible for the day-to-day operations of the Contract and for monitoring all Deliverable sign-offs, reports, scheduling and other documents to ensure that the Contractor is meeting the terms of the contract.
- C. Procurement Officer – The TO Procurement Officer has the primary responsibility for the management of the TORFP process, assisting in the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement.
- D. TO Contractor – The State will enter into a contractual agreement with the selected Offeror. The selected Offeror shall be responsible for all services as required by this TORFP. Subcontractors, including those used to meet MBE subcontracting requirements, must be identified and a complete description of their role must be included in the proposal.

The TO Contractor shall not subcontract the delivery of all or any part of the services provided to the Department without the express prior written consent of the Department. The Department's approval of a subcontractor shall not relieve the contractor of its obligations under this agreement. Nothing contained in this Agreement shall create any contractual relationship between a subcontractor or a contractor and the Department.

The TO Contractor agrees to bind every subcontractor and contractor by the terms and conditions of this agreement, as far as appropriate and applicable, to the work to be performed by the subcontractor or TO Contractor. The TO Contractor shall be fully responsible to Department for the acts and omissions of all subcontractors and TO Contractors and of persons directly or indirectly employed or contracted by any of them.

## **2.4 REQUIREMENTS**

### **2.4.1 PROJECT MANAGEMENT**

The TO Contractor shall respond to this RFP with clear approaches to:

- A. Providing a comprehensive project work plan within thirty (30) calendar days of the receipt of the notice to proceed. The project work plan will, at a minimum, include fields to track the task, resource, planned start date, revised start date, actual start date, planned end date, revised end date, actual end date, percent complete, and task dependencies. The project work plan should include all major tasks that will be required to complete the project. The project work plan should be developed using MS Project 2000. DHR will review and approve the project plan. The TO Contractor will update its project work plan on a weekly basis. A copy of the updated project work plan will be provided to DHR at a weekly status meeting and with the TO Contractor's monthly report.
- B. Delivering an initial Staffing Plan with their response to this TORFP. The Staffing Plan must include an organization chart showing how the TO Contractor proposes to staff the project. The Staffing Plan must name key TO Contractor personnel and clearly describe all resource requirements (all personnel including, but not limited to, title, function, etc.) and roles, and responsibilities. The TO Contractor shall deliver a final Staffing Plan within thirty (30) calendar days from the Notice to Proceed. Review and updates to this plan are expected when there is a significant change in staffing or every six (6) months, whichever comes first.
- C. Holding weekly status meetings with DHR and provide a brief written status update including at a minimum, activities completed, upcoming activities, issues, and risks to the project management office on a weekly basis. DHR and the TO Contractor will determine the recurring day and time for this meeting. Weekly status meetings must begin within thirty (30) days of the notice to proceed.
- D. Within forty-five (45) days from Notice to Proceed, submitting a thorough and complete Risk Management plan. The Plan shall include the TO Contractor's approach to managing risk as well as describe the Contractor's understanding of risk management.
- E. Working with the state-appointed Change Control Board (CCB) to define procedures for the collection, management, and prioritization of information system requests. Requested enhancements shall also be reviewed by the CCB for policy/procedure compliance, cost/benefit analysis, and enhancement feasibility. The CCB shall require an impact statement from the TO Contractor before reaching a decision to authorize or disapprove the request(s).
- F. The Change Control Board will review, approve and document all changes. While the TO Contractor will participate in these meetings, the TO Contractor will not be a voting member. Approval of any items which may affect the terms and conditions of the contract must be submitted to the Procurement Officer for review, approval and processing as necessary. All requests shall originate with and be approved by this board. Changes governed by the Change Control Board may include, but not be limited to:
  - 1. Project Plan;
  - 2. Business Needs;
  - 3. Software Specifications;
  - 4. Hardware Specifications; and/or
  - 5. Development of Contract Modifications (if necessary).
- G. Providing written documentation of the deliverable sign-off procedures. The TO Contractor shall produce sign-off template. Both the procedures and templates must be approved by DHR. Deliverable sign-off procedures and template(s) are due within five (5) days of the Notice to Proceed.

- H. Maintaining a complete project library. At a minimum the library will contain copies of the TORFP, TO Contractor proposal, contract, and all final deliverables. This library will be delivered to DHR upon conclusion of the contract.
- I. Utilizing DHR's portfolio management tool, Clarity, to record project management information, issues, risks, action items, project scope changes, deliverable review information, and other relevant project data. The TO Contractor shall also use Clarity to capture, as applicable, hours expended and other pertinent data. DHR will provide TO Contractor access to this software under its existing licensing agreements.
- J. Where applicable, effectively organizing and managing the individuals proposed on the project. This involves utilization and integration of both TO Contractor and DHR staff. As dictated by work assignments, the TO Contractor shall be responsible for developing work plans, statements of work, project management plans, charters, and task lists that clearly delineate DHR responsibilities (if any) as well as TO Contractor responsibilities and timelines. Such items as staff training and knowledge transfer must be addressed throughout the contract period.
- K. Providing training and knowledge transfer of its staff or subcontractors as a result of turnover that may occur during the contract period to assure continuity of service to DHR.
- L. Producing a Transition Out Plan that outlines the transition of the powers, duties, and functions of tasks and tools to OTHS or another vendor within 180 calendar days of the notice to proceed. The TO Contractor shall develop an outline of the proposed content of the Transition Plan for DHR review and comment. The Transition Plan will be issued in draft form for review. The final Transition Plan will be issued within five (5) business days of the receipt of DHR comments. The Transition Plan will be updated within 180 days of the Notice to Proceed for any option years that DHR chooses to exercise.
- M. Working such that the TO Contractor Project Manager manages the contractor team to make certain that contract staff will work onsite and will be available to DHR Senior Leadership during the project's normal working day (8:30 AM to 6:00 PM, Monday through Friday). The TO Contractor Project Manager shall also manage the contractor team such that staff is available to work on holidays, evenings, and weekends as directed and required by DHR.
- N. Providing reports. During the term of the contract, the TO Contractor shall provide the following reports. DHR and the TO Contractor shall jointly determine recipients, frequency, and format of all reports following Notice to Proceed. The TO Contractor shall be welcome to recommend additional reports, as well; this list of reports is the minimum required under the contract.
  - a) The TO Contractor shall provide weekly status reports in the format dictated by the DHR project manager.
  - b) The TO Contractor shall provide a monthly progress report submitted by the fifteenth (15th) day following the close of the period. If the fifteenth day falls on a weekend or holiday the report must be delivered the last work day before the fifteenth day of the month. At a minimum, the monthly progress report shall contain:
    - 1. Agency name,
    - 2. Contract number,
    - 3. Functional area name and number,
    - 4. Work accomplished during the month,
    - 5. Deliverable progress, as a percentage of completion.



6. Problem areas, including scope creep or deviation from the work plan,
  7. Planned activities for the next reporting period,
  8. Performance Readiness Review (PRR) Committee activities, as applicable,
  9. Gantt chart updated from the original to show actual progress; as applicable, explanations for variances and plan for completion on schedule, and
  10. An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date.
- c) The TO Contractor shall provide a quarterly report on the effectiveness of the EPMO. This report shall also include suggestions for continuous improvement and information on emerging best practices in project management.
  - d) The TO Contractor shall provide periodic and as needed reports on project issues, action items, risks, and scope change requests.
  - e) The TO Contractor shall conduct itself such that an alert status report can be rapidly developed within four (4) hours of request on any task, and at any time, at DHR's request. It is DHR's expectation that the TO Contractor shall immediately report to the EPMO Director any situation from any area that needs immediate attention to prevent an adverse effect on the quality, schedule, or budget of the project. The subsequent alert status report shall be provided via email to the appropriate members of OTHS and/or DHR leadership.
  - f) The TO Contractor shall respond to DHR's request for ad-hoc or off-cycle reports to meet emergent business needs or address areas of concern. These reports shall be prepared within eight (8) hours of request and be provided via email to the appropriate members of DHR leadership.
  - g) At the direction of DHR, the TO Contractor shall assist the Project Management Team in preparing the any required reports to the Secretary, Department of Budget Management and/or to the Maryland State Legislature.

#### **2.4.2 ENTERPRISE PROJECT MANAGEMENT OFFICE**

An EPMO needs to support business processes at both the portfolio management and project management levels, and the EPMO will not function effectively unless it addresses the needs of both audiences. Smooth processes are needed for decision making regarding the overall portfolio including resource allocation; identifying issues and risks, taking corrective actions, and assuring outcomes that translate into results for DHR's mission and its stakeholders. At the same time, project managers and teams need a process that streamlines their business process, reduces paperwork and overhead burden, and provides practical management tools.

In their response to this TORFP, the successful TO Contractor shall define an approach that meets the following requirements. The TO Contractor shall:

- A. Create and ensure utilization of a common set of project management processes, deliverables and templates. Because the EPMO establishes and deploys a common set of project management processes and templates, each project manager is saved considerable time and effort from having to create these on their own. These reusable project management components help projects start up quickly and with less effort.
- B. Be responsible for monitoring the use of existing templates, suggesting improvements, and creating new templates to address business needs. All templates will be produced in draft format for OTHS review and input as well as in final versions as outlined in Section 2.5, Deliverables.

- C. Be responsible for providing training and deploying new or revised processes, templates, or standards to the organization. The EPMO builds the methodology and updates it as needed to account for improvements and best practices. Therefore, new or revised processes and templates are made available.
- D. Be responsible for ensuring adoption of the new templates and processes and will assist project teams in completing project templates as needed. The TO Contractor shall also communicate the changes and work with the project teams to make certain that the new processes are followed consistently throughout the organization. The TO Contractor shall monitor the adoption, use, and overall satisfaction with the templates across the enterprise. In its response, the TO Contractor shall describe its approach to accomplishing these tasks.
- E. Promote the use of Clarity throughout the organization and set the example by utilizing the portfolio management tool to track and report project-related data. The TO Contractor shall also monitor the use of Clarity among DHR management as well as other DHR contractor staff and provide DHR Senior Leadership with feedback as appropriate.
- F. Provide subject matter expertise to DHR Senior Leadership in the extension efforts of the enterprise portfolio-management tool, Clarity.
- G. Be responsible for assisting project teams in developing communication plans and monitoring the use and effectiveness of the communication plans. The EPMO facilitates improved project team communication by having common processes, deliverables, and terminology.
- H. Create common repositories, electronic as well as project libraries. The repositories shall be established in a manner that facilitates ease of use through the use of a directory. The repositories shall be kept up-to-date and easily accessible by the project teams.
- I. Be responsible for providing training or coordinating training classes through an external vendor to build core project management competencies as well as soft skills such as communication and conflict resolution.
- J. Attend project status meetings and management meetings and document key action items, decisions or discussions. The EPMO will track the current status of all projects and provide concise status information to DHR management on a monthly basis. Meeting documentation will be issued within three (3) business days, and revised or updated as directed by DHR within two (2) days.
- K. Track enterprise-wide metrics on the state of project management, project delivery and the value being provided to the business by project management in general, and the EPMO specifically. The EPMO shall report on the effectiveness on a quarterly basis and provide suggestions for continuous improvement and information on emerging best practices in project management.
- L. Provide assistance to project teams in developing project estimates, project charters, requirements, issue management, scope management and risk management. The EPMO shall provide project management coaching to help keep projects from getting into trouble. The EPMO in conjunction with the QA/QC resources will closely monitor projects and identify projects that are at risk. Key issues and risks will be immediately elevated to agency executive management.
- M. Develop and keep an up-to-date integrated enterprise project plan and associated resource allocation for projects across DHR. The initial plan is due within 60 days of the Notice to Proceed. The enterprise project plan and resource allocation will be updated no less than once per month. The TO Contractor shall participate with DHR management in prioritization meetings.
- N. Work with DHR's Enterprise Architecture (EA) and enterprise-planning group to integrate EA planning activities within an EPMO framework to support the development of short and long-term enterprise IT strategies, goals and objectives.

- O. Assist DHR with the development of policies and procedures to support the submission and approval of new Agency IT project requests. The TO Contractor shall assist program administrations and other requesting entities with the completion of project initiation forms, including high-level requirements.
- P. Assist DHR in developing and implementing standards and reviewing deliverables for adherence to the defined standards. DHR is in the process of standardizing and centralizing its training, testing, and documentation functions under its EP MO to achieve consistency and efficiency.
- Q. Support the agency in the collection of requirements for new project requests, completing new project request forms, and assist the agency documenting and tracking agency priorities.
- R. Support the development of statements of work or proposals as directed by DHR.
- S. Utilize Clarity for capturing issues, risks, action items, scope changes, and deliverable comments. The TO Contractor shall also utilize Clarity for project status updates and the creation of new projects. The TO Contractor shall also monitor the compliance of other DHR contractors in the use of the tool.

### **2.4.3 QUALITY ASSURANCE/QUALITY CONTROL**

The TO Contractor shall:

- A. Monitor other DHR contractors' performances. The TO Contractor shall oversee the compliance of all DHR contractors' contract provisions.
- B. Provide QA/QC support in the transfer and/or development (including re-engineering to the DHR technical environment), modification, implementation, pilot operation, enhancement, documentation, conversion, training, and turnover of new development or major enhancements as directed by DHR.
- C. Promote compliance with all federal and state requirements for the development efforts that it monitors.
- D. Provide technical expertise sufficient to oversee all technical aspects of the DHR's mainframe, non-mainframe, NET, and other development including a quality assurance review of all contract deliverables prior to user acceptance testing.
- E. Prepare or assist DHR in the preparation of appropriate documentation to achieve maximum federal financial participation in each step of the process, including assisting DHR in completing advanced planning documents or other related Federal submissions.
- F. Monitor activities of the TO Contractor shall include quality (including, but not limited to, deliverables and outcomes), budget, and schedule, project work plan, resource allocation, risks, issues, communications, and action items will be continually tracked and evaluated.
- G. Report to, and receive direction from, the Office of the CIO. DHR expects ongoing daily contact with the TO Contractor and, at least, weekly strategy sessions to discuss problems or potential issues, solution options, and the TO Contractor's recommendations.
- H. Serve as ex officio members on committees and workgroups. TO Contractor personnel will work closely and cooperatively with the other DHR contractor personnel, the Project Management Team, and State and County staff to monitor their activities.
- I. Meet with the DHR Senior Leadership Team weekly, or more frequently if needed. The purpose of these meetings will be to provide the DHR Senior Leadership Team with an independent verbal and written assessment of the implementation project status that the contractor(s) is monitoring and

to make recommendations on any corrective action to keep the projects on schedule and within budget. The contractor will include in its report an assessment of:

1. Quality of the work being performed;
  2. Appropriateness of the level of work;
  3. Adequacy of priorities;
  4. Effectiveness of communications; and
  5. Issues, risk, or action items that need resolution.
- J. Prepare and make presentations regarding project status as required. Presentations shall be made using MS PowerPoint or other format as specified by DHR. Copies of the presentation shall be provided in both electronic and hard copy to meeting participants unless otherwise specified by DHR.
- K. Coordinate monitoring activities with the EP MO requirements, documentation, and other related project management and reporting requirements.
- L. Develop a QA/QC Plan within 60 days of the Notice to Proceed. The QA/QC Plan will detail how the contractor's methodology will be tailored to address the needs of DHR. The plan will include, at a minimum:
1. Methodology;
  2. Approach;
  3. Resources;
  4. Tools; and
  5. Templates.
- M. Respond to this TORFP with clear approaches to achieving the requirements defined for QA/QC.

#### **2.4.4 MANAGEMENT CONSULTING**

The TO Contractor shall:

- A. Participate as a non-voting member in the technical review of submitted proposals for the implementation contracts, after having previously signed and executed a Statement of Confidentiality.
- B. Review the current project situation and plan against the latest Advance Planning Document Update (APDU). Annually, the TO Contractor shall assist DHR in determining what should be provided, obtain the information needed, and assist DHR with the development of the APDUs. At a minimum, the Contractor shall assist DHR in completing the federally required APDUs annually for CARES, CSES, and MD CHESSIE. As needed, the TO Contractor will support and perform any revisions necessary to obtain Federal approval.
- C. Assist any member of the DHR Leadership Team in preparing required reports to the Secretary, Department of Budget Management or to the Maryland State Legislature as needed within the

specified timeframe and according to the required format, including, but not limited to, the DHR IT Master Plan and Information Technology Project Requests.

- D. Develop and submit recommendations for improvements in DHR process workflow changes.
- E. Develop and submit support strategies for change management to support DHR's critical and high-profile/major system initiatives (projects and/or large-scale enhancements to existing systems).
- F. Evaluate and provide written recommendations for improvement on the implementation strategies for DHR's critical and high-profile/major system initiatives (projects and/or large-scale enhancements to existing systems).
- G. Work with DHR Senior Leadership to develop long-range strategic plans for DHR.
- H. Provide project management and expertise to DHR project managers, DHR Directors, and DHR Senior Leadership, including but not limited to evaluating project information and making recommendations to DHR Leadership regarding key project decisions based on experience, best practices and industry standards.
- I. Support DHR project managers, DHR Directors, and DHR Senior Leadership in preparing project documentation to assist DHR in making key project decisions and managing project. This documentation encompasses providing options and recommendations to support key project decisions based on experience, best practices and industry standards.
- J. Provide enterprise IT planning services for DHR. This includes, as appropriate:
  - 1. Evaluating that existing applications and new initiatives conform to DHR standards and industry;
  - 2. Best practices;
  - 3. Updating the OTHS information technology plan;
  - 4. Architecture planning activities;
  - 5. Staffing recommendations;
  - 6. Application planning, analysis; and
  - 7. Design
- K. Conduct research and presenting strategies on DHR-defined initiatives. Initiatives may include the following, but will not be limited to these initiatives:
  - 1. Virtualization;
  - 2. Remote management;
  - 3. Seat management;
  - 4. Server consolidations;
  - 5. Infrastructure and network plans and upgrades;
  - 6. Email migration;

- 7. Common Access Front-end and Virtual Office;
- 8. Data Warehousing; and
- 9. Document management
- L. Support DHR in researching industry best practices, tools, and applications, or other activities as defined by or requested by DHR.
- M. Develop Statements of Work and assist DHR with development of other documents or deliverables such as the IT Master Plan, Strategy Plans, or any other documentation, report, or presentation as assigned by DHR.
- N. Respond to this TORFP with clear approaches to achieving the requirements defined for Management Consulting.

#### **2.4.5 SITE SUPPORT SERVICES**

The TO Contractor shall:

- A. Accompany DHR staff to the site locations of the various DHR local offices, statewide, to support project activities, as needed. Please note the location and number of site visits will be determined at DHR's discretion, but is expected to average no more than ten (10) visits each performance year. The TO Contractor will not be paid expenses under this contract.
- B. Participate in the establishment, promotion and maintenance of working relationships with DHR field personnel, their associated resources and business practices.
- C. In partnership with DHR leadership, representing the projects to the user community and establishing and maintaining a professional, courteous and cooperative rapport with all counties and users.
- D. Represent DHR while sharing in the facilitation of any applicable User Group meetings or conference calls.
- E. Work closely with DHR users and providing feedback to the users to ensure information and process consistencies.
- F. Maintain records of all site visits, providing timely site visit reports to designated stakeholders and submission of follow-up site reports.
- G. Provide to DHR project management and applicable DHR leadership ongoing workflow analysis and change management recommendations in the user environment.
- H. Continually challenging the "status quo" to standardize processes, create new and improve existing workflows and processes.
- I. Provide a follow-up report to DHR with the locals' feedback related to DHR systems, finding (in terms of training, equipment, etc.) and recommendations to better serve the DHR local offices within seven (7) calendar days after the site visit.
- J. Respond to this TORFP with clear approaches to achieving the requirements defined for Site Support Services.

#### **2.4.6 APPLICATION MAINTENANCE AND DATA CENTER/HOSTING PROJECT MANAGEMENT SUPPORT**

The Department outsources its application maintenance, operations, and enhancement services as well as its hosting and data center services, managing each under a separate, long-term contract with option periods and service level expectations. The hosting and data center activities occur out of state, and contractual staff spends time both in the hosted environment(s) as well as in the state of Maryland, at DHR sites. The application maintenance, operations, and enhancement services occur at the contractor's location, with core leadership staff onsite at DHR locations outlined in this TORFP.

Project Management and overall coordination activities between the applications contractor and the hosting contractor are critical to the success of not just projects but also operations in general. Assuring communications, correspondence, schedules and project work plans contain relevant and accurate cross-functional information is paramount.

- A. The TO Contractor shall be expected to provide project management support and proactively participate in coordination activities with the application maintenance, operations, and enhancement teams as well as the data center and hosting services teams which may include, at a minimum:
  - 1. Coordinating meetings related to project activities, preparation of agendas,
  - 2. Preparing and distributing agendas and meeting minutes,
  - 3. Documenting, tracking and managing to completion action items, issues, and risks,
  - 4. Working with the applicable contractor(s) to review and document contract requirements against current services, and to develop corrective action plans where necessary and relevant,
  - 5. Coordinating communications as needed to develop and achieve a common understanding between contractor(s), as needed, related to project- and initiative-specific tasks or issues,
  - 6. Reviewing, monitoring, and reporting on hosting and data center services work assignments both related to and independent of the application maintenance, operations, and enhancement services activities (such as patch testing and deployment, equipment upgrades, disaster recovery testing coordination and execution, and/or typical maintenance activities to assure optimal performance of the hosting and data center equipment). This includes participation in meetings, developing project work plans, reporting on status in weekly and monthly reporting forums and vehicles as applicable, and
  - 7. Other project-management oversight activities to coordinate and streamline processes between the two groups.

#### **2.4.7 PERFORMANCE READINESS REVIEW**

The Performance Readiness Review (PRR) Committee is a cross-functional group that shall be formed to evaluate the application maintenance and hosting/data center services contractors' performance on a bi-annual and as-needed basis.

- A. At DHR's request, the TO Contractor shall be expected to participate in PRR activities which may include, at a minimum:
  - 1. Preparing and distributing agendas;
  - 2. Preparing and distributing meeting minutes;
  - 3. Distributing and following up on action items, issues, and risks;

4. Working with the applicable contractor review and document contract requirements against current services, and to develop corrective action plans; and
  5. Including PRR activity status in monthly progress reports until all open items and applicable corrective action plans are resolved to DHR's satisfaction.
- B. The Contractor shall provide DHR with documented observations and recommendations following PRR meetings. The format of the report shall be determined by DHR Senior Leadership following Notice to Proceed.

#### **2.4.8 CHESSIE TIGER TEAM AND CHESSIE GOVERNANCE**

The CHESSIE Tiger Team is a cross-functional group that is tasked with identifying and prioritizing, testing, and advocating for enhancements and modifications to the CHESSIE system that will benefit workers, clients, and maintain or enhance data integrity. The CHESSIE Tiger Team meets once a month.

The CHESSIE Governance group consists of leaders from the Office of the Secretary, OTHS, SSA, and OLM. The purpose of the CHESSIE Governance group is to share information and make decisions related to CHESSIE and the accompanying business processes and policies. The CHESSIE Governance group meets quarterly or more often as circumstances dictate.

- A. The TO Contractor shall organize and manage CHESSIE Tiger Team and Governance activities, at a minimum:
1. Preparing and distributing agendas;
  2. Preparing and distributing meeting minutes;
  3. Distributing and following up on action items, issues, risks, and governance reports, or other tasks as assigned by DHR;
  4. Working with the Tiger Team to document and review requirements; and
  5. Developing and managing UAT plans, scripts and activities.

#### **2.4.9 USER ACCEPTANCE TESTING SUPPORT**

The TO Contractor shall be responsible for and respond to this TORFP with clear approaches to the following requirements:

- A. The TO Contractor shall support User Acceptance Testing (UAT) activities for initiatives defined by DHR. Activities shall include:
1. Monitoring daily UAT testing;
  2. Documenting and gathering UAT findings;
  3. Building knowledge around assigned testing area;
  4. Developing or revising testing standards and processes;
  5. Assisting the UAT manager in identifying, recording and documenting defects;
  6. Entering and updating defect information in the defect tracking tool;
  7. Coordinating and testing assignments for each application area;



8. Assisting with the development and execution of test scripts procedures;
  9. Reviewing other DHR contractors' UAT test plans for accuracy and adherence to standards and industry practices;
  10. Attending UAT test meetings and providing defect reports, as applicable;
  11. Monitoring other DHR contractors' adherence to their contractual provisions regarding testing participation, as applicable; and
  12. Providing DHR Senior Leadership and applicable members of DHR project staff with an Independent Validation and Verification (IV&V) including assessment of overall test findings and recommendations within fifteen (15) days of UAT cycle completion – format to be determined by DHR and the Contractor following NTP.
- B. The TO Contractor shall also participate in evaluations involving new third-party products and services.
  - C. Upon DHR's request, the TO Contractor shall provide reports, summaries, or results of its evaluation and testing of third-party products and services within twenty-one (21) days of request.
  - D. The Contractor shall provide a thorough UAT test strategy including project work plan for DHR review and approval ten (10) days prior to the commencement of UAT for an assigned initiative or project.

## **2.4.10 SECURITY**

### **2.4.10.1 Security – State Sites**

When visiting state facilities, the TO Contractor shall adhere to all state security requirements. This includes presenting photo ID, providing information for the obtaining of state-issued contractor-badges, at the discretion of DHR management, wearing TO Contractor-issued and state-issued security badges prominently when inside state facilities and presenting ID upon request at any time.

The TO Contractor shall:

- A. Abide by the State's policies and procedures in force at each site.
- B. Abide by the State's Security policies and procedures in force at each site and shall not connect equipment or other devices to the State's data network without prior approval of the State.
- C. Warrant to DHR that it will familiarize all TO Contract or staff with the requirements of the State of Maryland Information Technology Security Policies and any accompanying State and Federal regulations, and shall comply with all applicable requirements in the course of the contract.
- D. Warrant that it shall cooperate with the State in the course of performance of the contract so that both parties shall be in compliance with State Information Technology requirements and any other State and Federal computer security regulations including cooperation and coordination with the auditors, Department of Budget and Management and other compliance officers.
- E. Be expected to, unless otherwise determined by DHR, provide its own computer or laptop for each TO Contractor team member. TO Contractor equipment shall meet or exceed DHR's standards for virus protection and security. Please note any deliverables produced must be produced in a version of software that is compatible with DHR's version. For example Microsoft Office 2003 - MS Word, PowerPoint, Excel etc, Adobe version 7.

- F. Not install or attach any of its equipment to the state LAN/WAN without express written permission from DHR.

Failure to comply with state security requirements on the part of the TO Contractor or any of its designees will be regarded as a breach of the contract and may be followed by termination for default.

#### **2.4.10.2 Security – State IT Security and Policy Standards**

The TO Contractor shall comply with and adhere to the Maryland State IT Security Policy and Standards. These policies may be revised from time to time and the TO Contractor shall comply with all such revisions. Updated and revised versions of the Maryland State IT Policy and Standards are available on-line at <http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>

#### **2.4.10.3 Security – Contractor-owned Computer Equipment**

The TO Contractor shall not connect any of its own equipment to DHR's LAN/WAN without prior written approval by DHR. Examples of equipment would include but not be limited to PCs, printers, routers, switches and servers. DHR expects that the TO Contractor shall provide its own laptops and security mechanisms for securing the laptops to the DHR-provided desk spaces during work hours.

DHR shall provide equipment as necessary for support that entails connection to DHR's LAN/WAN, or give prior written approval as necessary for connection. If equipment is added without the approval of the State, the state shall have the right to remove that equipment without notice to the TO Contractor.

Failure to comply with state security requirements on the part of the TO Contractor or any of its designees may be regarded as a breach of the contract and may be followed by termination for default.

## **2.5 DELIVERABLES**

### **2.5.1 DELIVERABLE SUBMISSION PROCESS**

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with Microsoft Office 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; and
- F) TO Contractors should present an outline to DHR prior to completing deliverables to ensure the information that will be contained in the deliverable meets the expectations and needs of DHR.

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (Attachment 8). The TO 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 TO

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 TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State’s issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance.

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; and
- 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.

## 2.5.2 DELIVERABLE DESCRIPTIONS/ACCEPTANCE CRITERIA

ID #	Deliverables	Expected Completion
2.4.1.A	Project Management Plan	NTP + 30 Calendar Days
2.4.1.B	Staffing Plan	NTP + 30 Calendar Days
2.4.1.C	Weekly Status Meeting and Report	NTP + 30 Calendar Days then weekly
2.4.1.D	Risk Management Plan	NTP + 45 Calendar Days
2.4.1.G	Deliverable Sign-Off Templates	NTP + 5 Calendar Days
2.4.1.J	Project Work plans, SOW, Charters	As assigned
2.4.1.L	Transition Out Plan	NTP + 180 Calendar Days
2.4.1.N.a	Weekly Status Report	Weekly
2.4.1.N.b	Quarterly effectiveness report	Quarterly
2.4.1.O	Monthly Status Report	15 <sup>th</sup> of the Month
2.4.2.M	Enterprise Project Plan	NTP+60 Calendar Days then Monthly
2.4.6.A	Performance Readiness Review	Bi-annually

## 2.6 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:

- The State’s System Development Life Cycle (SDLC) methodology;
- The State Information Technology Security Policy and Standards;

- The State Information Technology Project Oversight; and
- The State of Maryland Enterprise Architecture.
- 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.

## **2.7 CONTRACTOR PERSONNEL EXPERTISE REQUIRED**

The TO Contractor shall describe staff including the organization structure with staffing levels and responsibilities. The TO Contractor shall identify the single point of contact on the TO Contractor team for DHR. This single point of contact will serve as the TO Contractor's project manager or liaison for managing customer service or contractual issues. The TO Contractor shall demonstrate by the resumes provided that the proposed personnel are qualified to perform in the job category specified.

### **2.7.1 Key Contractor Personnel**

All personnel proposed are essential for successful TO Contractor performance and will be considered Key Personnel for the purposes of evaluation as well as adherence to substitution provisions. The TO Contractor shall provide resumes and the included Personnel Qualifications form for each person identifying the position for which they are proposing that individual. Key Personnel submitted with the proposal are for evaluation purposes. The TO Contractor must ensure the identified Key Personnel or personnel with similar qualification will be available to perform any work awarded and will not be reassigned without the written concurrence of DHR's leadership.

### **2.7.2 Substitution of Key Contractor Personnel**

During the first 180 calendar days of the contract performance period for a task, no substitutions of Key Personnel shall be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or resignation, or as otherwise approved by DHR leadership or requested by DHR leadership. In any of these events, the TO Contractor shall promptly notify the DHR project manager and provide the information required below.

After the initial 180-calendar day period, all proposed substitutions of Key Personnel must be submitted in writing. The request to substitute a Key staff member must be made at least fifteen (15) business days in advance of the proposed substitution. The request must be submitted to the DHR project manager with the information required below. The DHR project manager and appropriate DHR Leadership must agree to the substitution in writing before such substitution shall become effective.

Individuals proposed and accepted as Key Personnel for this contract are expected to remain dedicated to the contract. Substitutions will be allowed only when the DHR project manager specifically agrees to the substitution in writing. All proposed substitutes of Key Personnel must have qualifications at least equal or better to that of the person initially proposed by the TO Contractor and evaluated and accepted by DHR. The burden of illustrating this comparison shall be the TO Contractor's. The resumes of the initially proposed Key Personnel shall become the minimum requirement for qualifications for the duration of the total contract term. If one or more of the Key Personnel are unavailable for work under this contract for a continuous period exceeding fifteen (15) calendar days, the TO Contractor shall immediately notify the DHR TO Manager and propose to replace personnel with personnel of equal or better qualifications within fifteen (15) calendar days of notification. All substitutions shall be made in accordance with this provision.

Regarding requests for substituting Key Personnel: all requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitutions, a resume of the proposed substitute (see below), and any other information requested by DHR to make a determination as to the appropriateness of the proposed substitution. All proposed substitutes must have educational qualifications and work experience equal to or better than the resume initially proposed for key personnel; the burden of illustrating this comparison shall be the Contractor's.

### 2.7.3 Proposed Project Staff

It is up to the TO Contractor to propose the mix of project staff and their approach to meet the needs of DHR in supporting this effort and to crosswalk these functions to the requirements and the TO Contractor's understanding of the work. The TO Contractor shall include skill and experience requirements in a matrix document for DHR. In addition to the staffing/skills matrix, all project staff proposed will provide copies of any certification for any stated skills. Please note at DHR's request project staff may also be required to produce diplomas or other evidence of stated educational background. The propose mixture of project staff must include:

#### A. Program Manager

Duties: The Program Manager is the contractor's manager for the Contract, and serves as the single point of contact for the Master Contractor with the State regarding the Contract. Performs overall management for Contract support operations. Organizes, directs, and coordinates the planning and production of all Contract activities, projects and support activities, including those of subcontractors. Oversees the development of or develops work breakdown structures, charts, tables, graphs, major milestone calendars and diagrams to assist in analyzing problems and making recommendations. Demonstrates excellent written and verbal communications skills. Establishes and alters corporate management structure to direct effective and efficient Contract support activities. Must be capable of negotiating and making binding decisions for the Master Contractor.

Education: Bachelor's Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related discipline. Project Management Professional (PMP) certification from the Project Management Institute is required; a comparable project management certification (Six Sigma, etc.) will be considered. Masters Degree preferred.

General Experience: Work experience should demonstrate progressive responsibility and at least twelve (12) years of experience in mid-to-senior level project management. At least two (2) years project management experience serving Health and Human Services agencies at the State and/or Federal level is required.

Specialized Experience: At least eight (8) years experience in managing large-scale technology projects in complex environments. Must demonstrate a leadership role in at least three (3) successful, long-term projects that were delivered on time and on budget managing the work as well as large, blended (contractor/client) teams.

#### B. Project Management Consultant

Duties: The Project Management Consultant performs day-to-day project management support, identifies issues and risks and recommends possible issue and risk mitigation strategies associated with the project. The Project Management Consultant identifies critical paths, tasks, dates, testing, and acceptance criteria, making recommendations and offers solutions to improve efficiency (e.g., reduce costs while maintaining or improving performance levels). The Project Management Consultant offers project management guidance, expertise, and oversight, monitoring issues and providing resolutions for up-to-date status reports. The Project Management Consultant demonstrates excellent writing and oral communications skills, and his/her professionalism, quality focus, and overall performance sets an example.

Education: Bachelor's Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related discipline. Project Management Professional (PMP) certification from the Project Management Institute is required; a comparable project management certification (Six Sigma, etc.) will be considered. Masters Degree preferred.

General Experience: Work experience should demonstrate progressive responsibility and at least eight (8) years of experience in mid-to-senior level project management.

Specialized Experience: At least five (5) years experience in managing large-scale technology projects in complex environments. Must demonstrate a leadership role in at least three (3) successful, long-term projects that were delivered on time and on budget managing the work as well as large, blended (contractor/client) teams. Health and Human Services experience strongly desired.

#### C. Senior Subject Matter Expert

Duties: The Senior Subject Matter Expert participates in the development and formulation of specifications to meet business requirements. The Senior Subject Matter Expert leads and guides overall design discussions and execution of technical initiatives. The Senior Subject Matter Expert defines requirements (business, functional, and/or technical), performs in-depth analyses, develops plans and approaches to design and development, and lends guidance and expertise to testing and validation. The Senior Subject Matter Expert offers guidance and insight to training activities, overall roll-out strategies, and post-production critical care. The Senior Subject Matter Expert may bridge the transition of project-to-program, lending guidance to the business stakeholders as the initiative transitions from development to operations. The area of expertise may be related to a specific discipline required by the State agency including, but not limited to: information technology, health care, education, public safety, social services, human resources, transportation, and environment.

Education: Bachelor's Degree from an accredited college or university. Project Management Professional (PMP) certification from the Project Management Institute is preferred; a comparable project management certification (Six Sigma, etc.) will be considered. Masters Degree preferred.

General Experience: Work experience should demonstrate progressive responsibility and at least twelve (12) years of experience as a business and/or systems analyst working in the Information Technology industry.

Specialized Experience: Health and Human Services experience strongly desired.

#### D. Senior Quality Assurance Consultant

Duties: The Senior QA Consultant provides quality management for information systems using the standard methodologies, techniques, and metrics for assuring product quality. The Senior QA Consultant monitors key project activities to assess and evaluate overall quality management. The Senior QA Consultant establishes monitoring and control of critical processes and product mechanisms for feedback of performance, implementation of an effective root cause analysis and corrective action system, and continuous process improvement. The Senior QA Consultant provides strategic quality plans in targeted areas of the organization. The Senior QA Consultant provides QA strategies to ensure continuous production of products consistent with established industry standards, government regulations, and customer requirements. The Senior QA Consultant develops and implements life cycle and QA methodologies and educates project management staff, subject matter experts, and clients on the value and responsibility of Quality Assurance reviews. The Senior QA Consultant manages the identification and reporting on risk assessments and updates evaluations in order to determine and forecast operational needs and changes. The Senior QA Consultant provides presentations on reporting and operational enhancements and metrics with special focus on variance analysis. The Senior QA Consultant establishes risk management policies and procedures and develops guidelines on risk limits. The Senior QA Consultant develops system enhancements and meaningful reporting and operational management reporting tools and web-based tools and programs to manage, prevent, and mitigate risks. The Senior QA Consultant identifies problems and recommends solutions to risk assessments. The

Senior QA Consultant must be capable of maintaining and establishing a process for evaluating software and associated documentation. The Senior QA Consultant must be able to maintain the level of quality throughout the software life cycle. The Senior QA Consultant develops software quality assurance plans. The Senior QA Consultant conducts formal and informal reviews at predetermined points throughout the development life cycle. The Senior QA Consultant also provides third-party reviews, ratings and evaluations of vendors and vendor performance. The Senior QA Consultant researches contract requirements, mapping service delivery from Request for Proposals (RFP) to Proposal (vendor's response) to post-award work. The Senior QA Consultant incorporates feedback from end-users, business units, contract monitors and technology oversight, and vendor project team to formulate overall assessment of project success, failure, and lessons learned. The Senior QA Consultant performs independent assessments of vendor costing estimations to assure accuracy and identify risks. The Senior QA Consultant performs independent assessments of vendor personnel qualifications to assure appropriateness of staffing for vendor projects.

Education: Bachelor's Degree from an accredited college or university in Engineering, Computer Science, Information Systems or other related discipline. A Project Management Professional (PMP) certification and/or Master's degree preferred.

General Experience: At least ten (10) years in systems development and/or technology and/or engineering fields. At least seven (7) years of information systems quality assurance experience.

Specialized Experience: At least eight (8) years experience managing Quality Assurance efforts, working with statistical methods and quality standards. Must have good QA/process knowledge and possess superior written and verbal communication skills.

#### E. Quality Assurance Specialist

Duties: The QA Specialist must be able to determine the resources required for quality control. The QA Specialist must be able to maintain the level of quality throughout the software life cycle. The QA Specialist develops software quality assurance plans. The QA Specialist must be capable of maintaining and establishing a process for evaluating software and associated documentation. The QA Specialist participates in formal and informal reviews at predetermined points throughout the development life cycle to determine quality. The QA Specialist examines and evaluates the software quality assurance (SQA) process and recommends enhancements and modifications. The QA Specialist develops quality standards as well as business requirements and business processes re-engineering methodologies. The QA Specialist solves application and process related problems by creating detail process and system design specifications; and works with other areas across the business units to support a total solution approach. The QA Specialist communicates business requirements for reports and applications development. The QA Specialist facilitates collaboration within and across business units and across IT functions. The QA Specialist resolves problems and improves business units' technical environments. The Senior QA Consultant also provides third-party reviews, ratings and evaluations of vendors and vendor performance. The QA Specialist researches contract requirements, mapping service delivery from Request for Proposals (RFP) to Proposal (vendor's response) to post-award work. The QA Specialist incorporates feedback from end-users, business units, contract monitors and technology oversight, and vendor project team to formulate overall assessment of project success, failure, and lessons learned. The QA Specialist performs independent assessments of vendor costing estimations to assure accuracy and identify risks. The QA Specialist performs independent assessments of vendor personnel qualifications to assure appropriateness of staffing for vendor projects.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline.

General Experience: At least seven (7) years in systems development and/or technology and/or engineering fields. Must have five (5) years of experience working with quality control methods and tools.

Specialized Experience: At least three (3) years of experience in independent verification and validation, software testing and integration, software metrics, and their application to software quality assessment, and a demonstrated knowledge of system and project life cycles.

#### F. Technical Management Consultant

Duties: The Technical Management Consultant performs day-to-day technical project support to identify areas of technical deficiency with complex designs, system interdependencies, hosting and/or data center considerations, and to document and track issues, risks, and action items associated with architecture, system considerations, and overall technical approach. The Technical Management Consultant identifies critical paths, tasks, dates, testing, and acceptance criteria, making recommendations and offering solutions to improve efficiency (e.g., reduce costs while maintaining or improving system performance levels). The Technical Management Consultant offers technical architecture oversight, guidance, expertise, and monitors issues while offering resolutions for up-to-date status reports. The Technical Management Consultant provides technical design recommendations based on long-term IT organization strategy. The Technical Management Consultant develops enterprise level application and custom integration solutions including major enhancements and interfaces, functions and features. The Technical Management Consultant uses a variety of platforms to provide automated systems applications to customers. The Technical Management Consultant provides expertise regarding the integration of applications across the business. The Technical Management Consultant performs technical assessments to evaluate specifications, plans, designs, and development approaches for the most complex and business critical software solutions, utilizing appropriate software engineering processes and standards – either individually or in concert with a project team. The Technical Management Consultant will assist in the most difficult support problems. The Technical Management Consultant develops programming and development standards and procedures as well as programming architectures for code reuse. The Technical Management Consultant has in-depth knowledge of state-of-the art programming languages and object-oriented approach in designing, coding, testing and debugging programs. The Technical Management Consultant understands and consistently applies the attributes and processes of current application development methodologies. The Technical Management Consultant researches and maintains knowledge in emerging technologies and possible application to the business. The Technical Management Consultant is viewed both internally and externally as a technical expert and critical technical resource across multiple disciplines. The Technical Management Consultant acts as an internal consultant, advocate, mentor and change agent.

Education: Preference for a Bachelor's and/or Master's Degree in Computer Science, Information Systems, or other related field or equivalent work experience. Project Management Professional (PMP) and/or other applicable technical management certification required.

General Experience: At least ten (10) years of IT and business/industry work experience.

Specialized Experience: At least seven (7) years in positions of progressive responsibility and/or functioning as a Technical expert in IT organization. Provides technical input into the most complex and high impact IT decisions.

#### G. Senior IT Professional

Duties: Identifies strategic issues for the Information Management Department and advises IT Senior Management of the risks and/or opportunities created by these issues. Issues will be centered on IT measurements and IT project management. IT measurements will encompass the refining or creating of measures related to value creation of IT products and services.



Project Management will include presenting recommendations on ways of managing projects more effectively (including, but not limited to: appropriate methodology and quality reviews) Accountabilities include coordinating input from various IT departments to develop recommendations, conducting analyses of issues and ensuring adequate communication of the endorsed positions and recommendations to stakeholders.

Education: Bachelor's Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business, Mathematics or a related technical or business field. A Master's degree is preferred.

General Experience: At least eight (8) years of relevant industry experience in the discipline required.

#### H. Project Control Specialist

Duties: The Project Control Specialist monitors financial and/or administrative aspects of assigned Contracts and deliverables. The Project Control Specialist tracks and validates all client financial information, establishes and maintains master Contract files, prepares and monitors status of all deliverables and tracks the value of Contracts. The Project Control Specialist uses automated systems to track deliverables, financial transactions, and management information.

Education: High School Diploma or equivalent. A Bachelor's degree is preferred.

General Experience: Must have three (3) years of experience working with monitoring systems. Familiar with manpower and resource planning, preparing financial reports and presentations, and cost reporting Contract guidelines.

Specialized Experience: Preparation and analysis of financial statements, development of project schedules, using cost-accounting and labor-reporting systems, working knowledge of Contract and subcontract.

### 2.7.4 Substitution of Education for Experience

A Bachelor's Degree or higher may be substituted for the general and specialized experience for those labor categories requiring a High School Diploma. A Master's Degree may be substituted for two (2) years of the general and specialized experience for those labor categories requiring a Bachelor's Degree. Substitution shall be reviewed and approved by DHR.

Substitution of experience for education may be permitted at the discretion of DHR, and will generally be accepted if the candidate has at least six (6) years of direct experience for the proposed category in lieu of a Bachelor's Degree.

## 2.8 CONTRACTOR MINIMUM QUALIFICATIONS

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

- A. Demonstrable knowledge of industry best practices in project management.
- B. Capability of providing Project Management Institute (PMI) PMP certified professionals to staff the engagement.
- C. Experience with large-scale clients.
- D. Familiarity with the State of Maryland's IT Master Plan and capable of providing guidance and consulting services to ensure a sustainable direction for information technology across all State agencies (refer to <http://doit.maryland.gov/policies/Documents/policyplanning/FY2011StateITMP.pdf>)

- E. Experience with project management tools routinely available to government agencies—e.g., project management software.
- F. Staffing the project with key personnel with direct knowledge and experience in service provision, state or local government.
- G. Experience using automated testing and tools.
- H. Expertise and experience in planning Joint Application Design (JAD) sessions, preparing JAD materials, training JAD participants, conducting JAD sessions, and documenting JAD sessions.
- I. Experience and expertise in project management, administration and reporting for large-scale system development/ replacement projects for governmental entities.
- J. Experience and expertise providing ongoing operation phase consultation and project management for large-scale system development/ replacement projects for governmental entities.
- K. Demonstrable knowledge of health and human services.
- L. The TO Contractor shall supply two (2) references to support the proposal. The references shall be current and identify the name of each reference, point of contact, and telephone number. DHR will have the right to contact any reference of its choosing as part of the evaluation process, including references not provided by the contractor but otherwise known by the Department.
- M. The TO Contractor will supply at least one (1) and no more than three (3) letters of reference from current or past clients.

## **2.9 INVOICING**

Payment will only be made upon completion and acceptance of the deliverables defined in Section 2.5 and for services performed in the prior month.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS II 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 is not submitted.

The TO Contractor shall submit invoices for payment upon acceptance of separately priced deliverables or hours expended, on or before the 15<sup>th</sup> day of the month following receipt of the approved notice(s) of acceptance from the TO Manager. A copy of the notice(s) of acceptance shall accompany all invoices submitted for payment.

### **2.9.1 INVOICE SUBMISSION PROCEDURE**

The TO Contractor shall provide a monthly invoice to the DHR Project Manager. The TO Contractor will submit the invoice to the DHR Project Manager electronically and in hard copy. Two hard copies will be provided with original signatures. The invoices shall be submitted for the previous month's service by the 15th calendar day of the following month, i.e., a copy of June's bill will be submitted by the 15th of July.

The monthly invoice shall include at a minimum the following:

- A. Name and Address of the vendor;
- B. Account Number;
- C. Invoice number and date;
- D. Billing period/service period;
- E. Purchase Order Number;
- F. Total current charges;
- G. Total billed to date;

- H. Remittance address;
- I. Telephone number or contact name, email and phone number for billing inquiries; and
- J. Federal Identification Number or SSN.

Accompanying the invoice, the TO Contractor must submit a monthly status report outlining the activities completed to date for which the TO Contractor is requesting payment. The TO Contractor shall provide information detailing the specific deliverable(s), phase or task as appropriate.

Invoices submitted without the required information will not be processed for payment until the TO Contractor provides the required information and will not be deemed submitted until such time as the required information is provided.

The TO Contractor will designate a Billing Point of Contract (BPOC) to the DHR Project Manager for routine billing issues.

The final payment under the contract will not be made until after certification is received from the Comptroller of the State that all taxes have been paid. 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. DHR is not required to pay final invoices submitted more than 60 calendar days past the termination date of the TO Agreement.

The TO Contractor shall be paid according to the terms and conditions stated in this TORFP. However, as a general rule, the TO Contractor shall expect payment in the following manner:

The TO Contractor shall be paid in the month following the completion and approval of a deliverable, milestone or task as described in the contract. Partially completed deliverables will not be accepted or paid unless written approval is obtained from the DHR Project Manager. If the TO Contractor fails to perform in a satisfactory and timely manner, the DHR Project Manager 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 under this contract.

Funding for any TO Agreement resulting from this TORFP is dependent upon appropriations from the Maryland General Assembly.

The Department reserves the right to reduce or withhold payment in the event the TO Contractor does not provide the Department with all required deliverables within the time frame specified in the contract or in the event that the TO Contractor otherwise materially breaches the terms and conditions of the contract.

Invoice shall be addressed to:  
Amanda Tate, Deputy CIO  
Department of Human Resources  
Office of Technology for Human Services  
1100 Eastern Blvd.  
Essex, MD 21221

## **2.10 MBE PARTICIPATION REPORTS**

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS II Master Contract by the 15<sup>th</sup> day of each month. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to DHR 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 DHR. DHR 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.

In monitoring compliance, DHR may request information on payments made of all subcontractors or other information it deems relevant and necessary in determining compliance. Such information shall be furnished to

DHR within two (2) days of DHR's request.

## **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 along with a completed Master Contractor Feedback Form; or 2) a Master Contractor Feedback Form only. The feedback form helps the State understand for future contract development why Master Contractors did or 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. A TO Proposal shall contain the following sections in order:

#### **3.2.1 TECHNICAL PROPOSAL**

##### **A) Proposed Services**

- 1) **Executive Summary:** A high level overview of the Master Contractor's understanding of the background, purpose, and objectives of the TORFP. The Executive Summary shall summarize the Master Contractor's capabilities and experience, and summarize the proposed methodology and solution for achieving the objectives of the TORFP.
- 2) **Proposed Solution:** A detailed narrative of the Master Contractor's proposed methodology and solution for completing the requirements and deliverables in Section 2 - Scope of Work. This section should include a comprehensive schedule of tasks and estimated times frames for completing all requirements and deliverables, including any tasks to be performed by State or third party personnel.
- 3) **Draft Work Breakdown Structure (WBS):** A matrix or table that shows a break down of the tasks required to complete the requirements and deliverables in Section 2 - Scope of Work. The WBS should reflect the chronology of tasks without assigning specific time frames or start / completion dates. The WBS may include tasks to be performed by the State or third parties as appropriate, for example, independent quality assurance tasks. If the WBS appears as a deliverable in Section 2 – Scope of Work, the deliverable version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.
- 4) **Draft Risk Assessment:** Identification and prioritization of risks inherent in meeting the requirements in Section 2 - Scope of Work. Includes a description of strategies to mitigate risks. If the Risk Assessment appears as a deliverable in Section 2 – Scope of Work, that version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.
- 5) **Assumptions:** A description of any assumptions formed by the Master Contractor in developing the Technical Proposal. Master Contractors should avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.
- 6) **Proposed Tools:** A description of any tools, for example hardware and/or software applications that will be used to facilitate the work.

##### **B) Proposed Personnel**

- 1) Identify and provide resumes for all proposed personnel by labor category. The resume should feature prominently the proposed personnel's skills and experience as they relate to the Master Contractor's proposed solution and Section 2 – Scope of Work.
  - 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in accordance with Section 2.8.
  - 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 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 roles in the performance of Section 2 - Scope of Work.
- E) Master Contractor and Subcontractor Experience and Capabilities
- 1) The TO Contractor shall supply two (2) references to support the proposal. The references shall be current and identify the name of each reference, point of contact, and telephone number. DHR will have the right to contact any reference of its choosing as part of the evaluation process, including references not provided by the contractor but otherwise known by the Department.
  - 2) The TO Contractor will supply at least one (1) and no more than three (3) letters of reference from current or past clients for projects with similar scope of work.
  - 3) 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 contract, the Master Contractor shall provide:
    - a. Name of organization.
    - b. Point of contact name, title, and telephone number.
    - c. Services provided as they relate to Section 2 - Scope of Work.
    - d. Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
    - e. Dollar value of the contract.
    - f. Whether the contract was terminated before the original expiration date.
    - g. Whether any renewal options were not exercised.

Note - State of Maryland experience can be included as part of Section E2 above as project or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations
  - 4) Provide up to three (3) examples of projects or contracts the Master Contractor has completed that were similar to Section 2 - Scope of Work. Two must be associated with references as defined in item 2 above. Each example must include contact information for the client organization complete with the following:
    - a. Name of organization;
    - b. Point of contact name, title, and telephone number;

- c. Services provided as they relate to Section 2 - Scope of Work; and
  - d. Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
- F) State Assistance
- 1) Provide an estimate of expectation concerning participation by State personnel.
- G) Confidentiality
- 1) A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

### **3.2.2 PRICE PROPOSAL**

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal);
- B) Attachment 1 and / or 1A - Completed Financial Proposal, including:
- C) Each activity for which a price or hours has been requested will be used for evaluation purposes to arrive at a ranking of highest to lowest.

Price proposal must be provided under separate sheet. (ATTACHMENT 1)

## **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 TO Agreement award determination, the TO Requesting Agency will consider all information submitted in accordance with Section 3.

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

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

1. Understanding of the Work;
2. Proposed Approach to Accomplishing the Work;
3. Proposed Personnel; and
4. Contractor Qualifications.

### **4.3 SELECTION PROCEDURES**

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2.8 and quality of responses to Section 3.2.1 of the TORFP. TO Proposals deemed technically qualified will have their financial proposal considered. All others will be deemed not reasonably susceptible to award and will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- B) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- C) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit will be given more weight than price.

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

Commencement of work in response to TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, a Non-Disclosure Agreement (To Contractor), a Purchase Order, and a Notice to Proceed authorized by the TO Procurement Officer (See Attachment 7 - Notice to Proceed).

### **4.5 CHANGE ORDER**

As outlined in Section 1.1, 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.



**ATTACHMENT 1 – PRICE PROPOSAL - BASE YEAR  
FOR CATS II TORFP # N00B0400290 (TIME AND MATERIALS)**

**LABOR CATEGORIES**

Labor Categories	A	B	C
	Hourly Labor Rate	Total Class Hours	Total Proposed CATS II TORFP Price
(Agency to insert description of work and number of hours actual or for financial evaluation. Master Contractor to insert Proposed labor categories for this TORFP)	\$	2250	\$
A. Program Manager	\$	2250	\$
B. Project Management Consultant	\$	2250	\$
C. Senior Subject Matter Expert	\$	2250	\$
D. Senior Quality Assurance Consultant	\$	2250	\$
E. Quality Assurance Specialist	\$	2250	\$
F. Technical Management Consultant	\$	2250	\$
G. Senior IT Professional	\$	2250	\$
H. Project Control Specialist	\$	2250	\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
<b>Base Year Total Evaluated Price</b>			\$

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

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

\_\_\_\_\_  
Title

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

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower.

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

**ATTACHMENT 1 – PRICE PROPOSAL - OPTION YEAR 1  
FOR CATS II TORFP # N00B0400290 (TIME AND MATERIALS)**

**LABOR CATEGORIES**

Labor Categories	A	B	C
	Hourly Labor Rate	Total Class Hours	Total Proposed CATS II TORFP Price
(Agency to insert description of work and number of hours actual or for financial evaluation. Master Contractor to insert Proposed labor categories for this TORFP)	\$	2250	\$
A. Program Manager	\$	2250	\$
B. Project Management Consultant	\$	2250	\$
C. Senior Subject Matter Expert	\$	2250	\$
D. Senior Quality Assurance Consultant	\$	2250	\$
E. Quality Assurance Specialist	\$	2250	\$
F. Technical Management Consultant	\$	2250	\$
G. Senior IT Professional	\$	2250	\$
H. Project Control Specialist	\$	2250	\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
<b>Option Year (1) Total Evaluated Price</b>			\$

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

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

\_\_\_\_\_  
Title

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

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower.

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

**ATTACHMENT 1 – PRICE PROPOSAL - OPTION YEAR 2**

**FOR CATS II TORFP # N00B0400290 (TIME AND MATERIALS)**

**LABOR CATEGORIES**

<b>Labor Categories</b>	<b>A</b>	<b>B</b>	<b>C</b>
	<b>Hourly Labor Rate</b>	<b>Total Class Hours</b>	<b>Total Proposed CATS II TORFP Price</b>
(Agency to insert description of work and number of hours actual or for financial evaluation. Master Contractor to insert Proposed labor categories for this TORFP)	\$	2250	\$
A. Program Manager	\$	2250	\$
B. Project Management Consultant	\$	2250	\$
C. Senior Subject Matter Expert	\$	2250	\$
D. Senior Quality Assurance Consultant	\$	2250	\$
E. Quality Assurance Specialist	\$	2250	\$
F. Technical Management Consultant	\$	2250	\$
G. Senior IT Professional	\$	2250	\$
H. Project Control Specialist	\$	2250	\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
<b>Option Year (2) Total Evaluated Price</b>			\$

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

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

\_\_\_\_\_  
Title

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

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower.

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

**ATTACHMENT 1 – PRICE PROPOSAL - OPTION PERIOD  
FOR CATS II TORFP # N00B0400290 (TIME AND MATERIALS)**

**LABOR CATEGORIES**

Labor Categories	A	B	C
	Hourly Labor Rate	Total Class Hours	Total Proposed CATS II TORFP Price
(Agency to insert description of work and number of hours actual or for financial evaluation. Master Contractor to insert Proposed labor categories for this TORFP)	\$	1200	\$
A. Program Manager	\$	1200	\$
B. Project Management Consultant	\$	1200	\$
C. Senior Subject Matter Expert	\$	1200	\$
D. Senior Quality Assurance Consultant	\$	1200	\$
E. Quality Assurance Specialist	\$	1200	\$
F. Technical Management Consultant	\$	1200	\$
G. Senior IT Professional	\$	1200	\$
H. Project Control Specialist	\$	1200	\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
<b>Option Period Not to Exceed May 31, 2014 Total Evaluated Price</b>			\$

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

\_\_\_\_\_  
 Title

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

\_\_\_\_\_  
 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.

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

**ATTACHMENT 1 – PRICE PROPOSAL - SUMMARY  
 FOR CATS II TORFP # N00B0400290 (TIME AND MATERIALS)**

**LABOR CATEGORIES**

Labor Categories	C
	Total Proposed CATS II TORFP Price
(Agency to insert description of work and number of hours actual or for financial evaluation. Master Contractor to insert Proposed labor categories for this TORFP)	\$
Base Year	\$
Option Year 1	\$
Option Year 2	\$
Option Period Not to Exceed May 31, 2014	\$
<b>Grand Total Base + Option Price Used for Financial Function</b>	\$

---

Authorized Individual Name

---

Title

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.

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

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

**CATS II TORFP # N00B0400290**

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 15<sup>th</sup> of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15<sup>th</sup> of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.
3. The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy 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 15<sup>th</sup> of each month, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of 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. N00B0400290, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 35 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 35 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 N00B0400290	
<b>List Information For Each Certified MBE Subcontractor On This Project</b>	
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**

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

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	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

SUBMIT AS A .PDF FILE WITH TO RESPONSE

**FORM D – 3**

**OUTREACH EFFORTS COMPLIANCE STATEMENT**

In conjunction with the bid or offer submitted in response to TORFP # N00B0400290, I state the following:

1. Offeror identified opportunities to subcontract in these specific work categories:
  
2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.
  
3. Offeror made the following attempts to contact personally the solicited MBEs:
  
4.    " Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.  
      (DESCRIBE EFFORTS)  
  
      " This project does not involve bonding requirements.
  
5.    " Offeror did/did not attend the pre-proposal conference  
      " No pre-proposal conference was held.

_____	By:	_____
Offeror Name		Name
_____		_____
Address		Title
		_____
		Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING 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. N00B0400290, 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): ___/_____  <b>Report Due By the 15<sup>th</sup> of the following Month.</b>	CATS II TORFP #N00B0400290 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____	
MBE Subcontractor Name: _____		
MDOT Certification #: _____		
Contact Person: _____		
Address: _____		
City: _____	State: _____	ZIP: _____
Phone: _____	FAX: _____	
Subcontractor Services Provided: _____		
<b>List all payments received from Prime TO Contractor during reporting period indicated above.</b>  1. _____ 2. _____ 3. _____  <b>Total Dollars Paid: \$</b> _____	<b>List dates and amounts of any unpaid invoices over 30 days old.</b>  1. _____ 2. _____ 3. _____  <b>Total Dollars Unpaid: \$</b> _____	
Prime TO Contractor: _____		Contact Person: _____

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

Amanda Tate, Director, CIO Director Office of Technology for Human Services 1100 Eastern Blvd. Essex, MD 21221 atate@dhr.state.md.us	Sharon Little, Procurement Officer Office of Technology for Human Services 1100 Eastern Blvd. Essex, MD 21221 slittle@dhr.state.md.us
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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): __/_____  <b>Report Due By the 15<sup>th</sup> of the following Month.</b>	CATS II TORFP #N00B0400290 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____	
MBE Subcontractor Name: _____		
MDOT Certification #: _____		
Contact Person: _____		
Address: _____		
City: _____	State: _____	ZIP: _____
Phone: _____	FAX: _____	
Subcontractor Services Provided: _____		
<b>List all payments received from Prime TO Contractor during reporting period indicated above.</b>  1. _____ 2. _____ 3. _____  Total Dollars Paid: \$ _____	<b>List dates and amounts of any unpaid invoices over 30 days old.</b>  1. _____ 2. _____ 3. _____  Total Dollars Unpaid: \$ _____	
Prime TO Contractor: _____ Contact Person: _____		

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

Amanda Tate, Director, CIO Director Office of Technology for Human Services 1100 Eastern Blvd. Essex, MD 21221 atate@dhr.state.md.us	Sharon Little, Procurement Officer Office of Technology for Human Services 1100 Eastern Blvd. Essex, MD 21221 slittle@dhr.state.md.us
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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

## ATTACHMENT 3 – TASK ORDER AGREEMENT

### CATS II TORFP# N00B0400290 Number OF 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 Human Resources/Office of Technology for Human Services.

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 Department of Human Resources/Office of Technology for Human Services, as identified in the CATS II TORFP # N00B0400290.
  - b. “CATS II TORFP” means the Task Order Request for Proposals # N00B0400290, dated MONTH DAY, 2010, including any addenda.
  - c. “Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and TO Contractor dated xxx 2010.
  - d. “TO Procurement Officer” means Sharon Little. 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 Department of Human Resources/Office of Technology for Human Services and TO Contractor.
  - f. “TO Contractor” means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_ and whose principal office in Maryland is \_\_\_\_\_.
  - g. “TO Manager” means Amanda Tate of the Office of Technology for Human Services. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS II TORFP dated date of TO Proposal – Technical.
  - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS II TORFP dated date of TO Proposal - Financial.
  - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
  - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.
  - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS II TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
    - a. The TO Agreement,
    - b. Exhibit A – CATS II TORFP
    - c. Exhibit B – TO Proposal-Technical

d. Exhibit C – TO Proposal-Financial

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

3. Time for Performance

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

\_\_\_\_\_  
By: Sharon Little, 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 060B9800035.
2. Only labor categories proposed in the Master Contractors Financial 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 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (CONTINUED)

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

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

**Contractor’s Contract Administrator:**

\_\_\_\_\_

Signature
Date

**Proposed Individual:**

\_\_\_\_\_

Signature
Date

SUBMIT WITH TECHNICAL PROPOSAL  
SIGNATURE REQUIRED AT THE TIME OF THE INTERVIEW

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

**DIRECTIONS TO DHRIS**

**1100 EASTERN BOULEVARD**

**ESSEX, MD 21221**

**FROM THE SOUTH**

- Take I-95 North (through the Fort McHenry Tunnel)
- Stay on I-95 until the intersection of I-95 and 695
- Take the exit for 695 toward Essex
- Get into the left lane
- Take exit 36 (Route 702 toward Essex)
- Stay on 702 for about 2 miles
- Take the Route 150 exit, Eastern Boulevard, East, toward Essex
- On Eastern Boulevard, stay in right lane
- Make a right at first light into Middlesex Shopping Center
- Make a left at stop sign, proceed past library
- Turn left into large parking lot at DHRIS Center

**FROM THE NORTH**

- Take I-95 south to intersection of I-95 and 695 (exit from left lane)
- Take 695 East toward Essex
- Get into the left lane
- Take exit 36 (Route 702 toward Essex)
- Stay on 702 for about 2 miles
- Take the Route 150 exit, Eastern Boulevard, East, toward Essex
- On Eastern Boulevard, stay in right lane
- Make a right at first light into Middlesex Shopping Center
- Make a left at stop sign, proceed past library
- Turn left into large parking lot at DHRIS Center

**FROM THE WEST**

- Take I-70 East to intersection of I-70 and 695
- Take 695 toward Towson
- When you pass Bel Air exit get into left lane
- Take exit 36 (Route 702 toward Essex)
- Stay on 702 for about 2 miles
- Take the Route 150 exit, Eastern Boulevard, East, toward Essex
- On Eastern Boulevard, stay in right lane
- Make a right at first light into Middlesex Shopping Center
- Make a left at stop sign, proceed past library
- Turn left into large parking lot at DHRIS Center

## **ATTACHMENT 7 – NOTICE TO PROCEED**

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS II Task Order Agreement #N00B0400290

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 Department of Human Resources/Office of Technology for Human Services 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,

Sharon Little, Procurement Officer

Task Order Procurement Officer

Enclosures (2)

cc: TO Manager

Procurement Liaison Office, Department of Information Technology

Project Management Office, Department of Information Technology

## ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: Enterprise Project Management Office

TO Agreement Number: #N00B0400290

Title of Deliverable: \_\_\_\_\_

TORFP Reference Section # \_\_\_\_\_

Deliverable Reference ID # \_\_\_\_\_

Name of TO Manager: Amanda Tate, Director CIO

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 2.5 of the TORFP.

# ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Office of Technology for Human Services (OTHS)

TORFP Title: Enterprise Project Management Office

TO Manager: Amanda Tate, Director CIO

**To:**

The following deliverable, as required by TO Agreement #N00B0400290, 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 2.5 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 II TORFP #N00B0400290 for Enterprise Project Management Office. 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 Sharon Little, Department of Human Resources, Office of Technology for Human Services on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: \_\_\_\_\_ BY: \_\_\_\_\_  
NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

## ATTACHMENT 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 Department of Human Resources/Office of Technology for Human Services (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 Enterprise Project Management Office TORFP No. N00B0400290 dated September 23, 2010, (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:**

**Department of Human Resources:**

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

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

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

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

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

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

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

## ATTACHMENT 12 – TO CONTRACTOR SELF-REPORTING CHECKLIST

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

<b>Master Contractor:</b>	
<b>Master Contractor Contact / Phone:</b>	
<b>Procuring State Agency Name:</b>	
<b>TO Title:</b>	
<b>TO Number:</b>	
<b>TO Type (Fixed Price, T&amp;M, or Both):</b>	
<b>Checklist Issue Date:</b>	
<b>Checklist Due Date:</b>	
<b>Section 1 – Task Orders with Invoices Linked to Deliverables</b>	
<p>A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, skip to Section 2.)</b></p>	
<p>B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why) _____</b></p>	
<p>C) Is the deliverable acceptance process being adhered to as defined in the TORFP?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why) _____</b></p>	
<b>Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials</b>	
<p>A) If the TO involves material costs, are material costs passed to the agency without markup by the Master Contractor?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why) _____</b></p>	
<p>B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why) _____</b></p>	
<p>C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why) _____</b></p>	
<b>Section 3 – Substitution of Personnel</b>	

<p>A) Has there been any substitution of personnel?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, skip to Section 4.)</b></p>
<p>B) Did the Master Contractor request each personnel substitution in writing?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>
<p>C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>
<p>D) Was the substitute approved by the agency in writing?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>
<p><b>Section 4 – MBE Participation</b></p>
<p>A) What is the MBE goal as a percentage of the TO value? <b>(If there is no MBE goal, skip to Section 5)</b>          _____          %</p>
<p>B) Are MBE reports D-5 and D-6 submitted monthly?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>
<p>C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO)          _____          %  <b>(Example - \$3,000 was paid to date to the MBE sub-contractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% (3,000 ÷ 10,000 = 0.30))</b></p>
<p>D) Is this consistent with the planned MBE percentage at this stage of the project?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>
<p>E) Has the Master Contractor expressed difficulty with meeting the MBE goal?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/></p> <p><b>(If yes, explain the circumstances and any planned corrective actions)</b>          _____</p>
<p><b>Section 5 – TO Change Management</b></p>
<p>A) Is there a written change management procedure applicable to this TO?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>
<p>B) Does the change management procedure include the following?</p> <p><b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> Sections for change description, justification, and sign-off</p> <p><b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements)</p> <p><b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)</p>
<p>C) Have any change orders been executed?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/></p> <p><b>(If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)</b>          _____</p>

D) Is the change management procedure being followed?

Yes  No  (If no, explain why) \_\_\_\_\_

**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

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

Latest Update: July 28<sup>th</sup>, 2009