



CONSULTING AND TECHNICAL SERVICES II (CATS II)

TASK ORDER REQUEST FOR PROPOSALS (TORFP)

**PROGRAM BUSINESS PROCESS REENGINEERING AND
PERFORMANCE IMPROVEMENT SERVICES**

**CATS II TORFP #: CSEA/PBPRI-13-001-S
PURCHASE ORDER # N00B9200645**

DEPARTMENT OF HUMAN RESOURCES

CHILD SUPPORT ENFORCEMENT ADMINISTRATION

ISSUE DATE: DECEMBER 10, 2012

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KEY INFORMATION SUMMARY SHEET

This CATS II 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.

TORFP Title:	PROGRAM BUSINESS PROCESS REENGINEERING AND PERFORMANCE IMPROVEMENT SERVICES
Functional Area:	FA11: Business Process Consulting Services
TORFP Issue Date:	December 10, 2012
Closing Date and Time:	January 10, 2013 at 5:00 p.m.
TORFP Issuing Agency:	Department of Human Resources (DHR) Child Support Enforcement Administration (CSEA) 311 W. Saratoga Street, 3 rd Floor Baltimore, Maryland 21201
Send Questions and Proposals to:	Hattie M. Crosby, TO Procurement Officer hcrosby@dhr.state.md.us
TO Procurement Officer:	Hattie M. Crosby, TO Procurement Officer 1100 Eastern Blvd. Room 3A/3B Essex, MD 21221 Office Phone Number : 410-238-1339 Office FAX Number : 410-238-1260 hcrosby@dhr.state.md.us
TO Manager:	Mike Helms, DHRTO Manager Baltimore County Office of Child Support Enforcement 170 West Ridgely Road, Suite 200 Lutherville, Maryland 21093 Office Phone Number: 410-561-1870 Office FAX Number: 410-561-1596 MHelms@dhr.state.md.us
TO Project Number:	ADPICS Purchase Order No: BPO#: N00B9200645 Agency Control No: CSEA/PBPRI-13-001-S
TO Type:	Firm Fixed Price (FFP) and Time & Material (T&M)
Period of Performance:	6 months w/one 6-month renewal option
MBE Goal:	35%
Small Business Reserve (SBR):	No
Primary Place of Performance:	Onsite at four (4) Metro County offices Anne Arundel County Office of Child Support Enforcement 44 Calvert Street, 2 nd Floor P.O. Box 1870 Annapolis, Maryland 21401

	<p>Baltimore County Office of Child Support Enforcement 170 West Ridgely Road, Suite 200 Lutherville, Maryland 21093</p> <p>Montgomery County Office of Child Support Enforcement 51 Monroe Street, Suite 811 Rockville, Maryland 20850</p> <p>Prince Georges County Office of Child Support Enforcement 4235 28th Avenue, Suite 135 Temple Hills, Maryland 20748</p>
TO Pre-proposal Conference:	Department of Human Resources Information Services 1100 Eastern Blvd. Room 3A/3B Essex, MD 21221 December 18, 2012 at 10:00 AM (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 (TOA) scope issues, and for authorizing any changes to the TOA.

The DHR TO Manager has the primary responsibility for the management of the work performed under the TOA; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS II Master Contract; and, in conjunction with the selected Master Contractor, achieving 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 TOA (see Attachment 3 Sample), will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor to the contents of its TO Proposal, including the Price Proposal.

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's email box. The TO Proposal is to be submitted via email as two attachments in PDF format. The "subject" line in the email submission shall state the TORFP #N00B9200645. The first file will be the TO Proposal Technical response to this TORFP and titled, "CATS II TORFP #N00B9200645 Technical". The second file will be the Financial response to this CATS II TORFP and titled, "CATS II TORFP #N00B9200645 Financial". **Please note that the Maryland Department of Human Resources' email system has a 20 megabytes limit on email transmissions. Therefore, multiple transmissions are acceptable if they are clearly denoted (i.e. email #1 of ___, email #2 of ___, email #3 of ___ etc. denoting Technical and Financial). Offerors are solely responsible for assuring that their Proposals are delivered to the email inbox of the TO Procurement Officer on or before the scheduled time and due date for this TORFP.**

The following Proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1, 1A, and 1B – Price Proposal
- Attachment 2 - MBE Forms D-1 and D-2
- Attachment 4 - Conflict of Interest and Disclosure Affidavit
- Attachment 13 – Living Wage Affidavit of Agreement

1.4 ORAL PRESENTATIONS/INTERVIEWS

All Master Contractors and proposed staff may 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 TO 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 TOA 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 shall be aware that the State Ethics Law, State Government Article, §15-508, might limit the Master Contractor's ability to participate in the current or future related procurements, depending upon specific circumstances.

The TO Contractor shall be precluded from information systems development, and implementation projects for DHR 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

Pursuant to Section 27 (C) of the CATS II Master Contract, the limitation of liability per claim under this TORFP shall not exceed the total TOA amount.

1.8.1 Liquidated Damages – Failure to Meet Performance Requirements

The TO Contractor agrees that DHR shall sustain damage in the event of a failure to meet the timelines in its approved project plan, a failure to meet the Plans and Delivery Schedule outlined in Section 2.10, or a failure to replace Key Personnel in a timely fashion. 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 Limitations 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 majeure 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 30% 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 shall 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 Plan Schedule Criteria

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

1.8.4 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 \$2,500.00 per business day for diversion of the TO Contractor's Project Manager and \$1,000.00 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 business day of the diversion or replacement of Key Personnel by

the TO Contractor and applies 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 ten (10) business days of such removal/reassignment and exercises commercially reasonable efforts to find a suitable replacement for the Key Personnel's:

- 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. DHR reserves the right to remove any person at its sole discretion for any reason.

All personnel identified in this TO response are considered Key Personnel.

1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

Department of Information Technology (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 Order (TO). This process shall typically apply to active TOs for operations and maintenance services valued at \$1 million or greater, but all TOs are subject to review.

Attachment 12 is a sample of the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists to applicable TO Contractors approximately three 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 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 AND RIGHTS TO RECORDS

In the event of contract award, all data and documentation produced as part of the contract will become the exclusive property of DHR 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 DHR and will not be returned. If an Offeror does not meet the minimum qualifications, its Technical and Financial Proposals will be returned.

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 under the performance of the Contract shall be the sole property of 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 this Contract.

To the extent that the TO Contractor incorporates any of its materials, reports or data into the documents and materials delivered under any Plan, 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 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.

1.12 WORKPAPERS AND RECORDS

1.12.1 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 this Contract for three (3) years after final payment by the State of Maryland (State) 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. This three-year period shall be referred to as the “Retention Period.” All records related in any way to the Contract are to be retained for the entire time provided under this section.

1.12.2 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 this 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.

1.12.3 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.

1.12.4 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.

1.13 PATENTS, COPYRIGHTS, AND INTELLECTUAL PROPERTY

The term “Plans” 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 this

Contract. The term “Contractor IP” shall mean any intellectual property owned or licensed by the TO Contractor other than the Plans.

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 Contract. Standard licensing terms will apply to all third party software licensed by TO 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 Plans. 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, plan 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 Plan, less a reasonable amount for State’s use of the Plan 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 this Contract.

1.14 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 RFP 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 the Contract, DHR, the State, 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.

1.15 NON-DISCLOSURE OF PROPRIETARY INFORMATION

- 1.15.1** 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.
- 1.15.2** 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 this 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;
- 1.15.3** 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;
- 1.15.4** 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;
- 1.15.5** 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 this 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
- 1.15.6** 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.

1.16 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 within three days of the request.

1.17 SECURITY

1.17.1 Security – Background Checks

TO Contractor shall perform a background check on all resources assigned to this project upon assignment to the project and every six months thereafter for the duration of their assignment. TO Contractor shall notify DHR of the results of the background check. DHR reserves the right to audit TO Contractor for compliance and TO Contractor shall furnish with 1 day's notice the results of the background check for any resource assigned to the project. DHR may at its sole discretion remove any resource for any reason at any time from this project.

1.17.2 Security – State Sites

When visiting State facilities, the TO Contractor shall adhere to all State security requirements. This includes presenting photo ID, providing information to obtain State-issued contractor-badges, 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. Warrant to DHR that it will familiarize all Contract 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 this Contract.
- C. 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.
- D. Be expected to, unless otherwise determined by DHR, provide its own computer or laptop for each Contractor team member. TO Contractor equipment shall meet or exceed DHR's standards for virus protection and security. Please note any plans produced must be produced in a version of software that is compatible with DHR's version. For example: Microsoft Office 2007 (MS Word, PowerPoint, Excel, etc.); Adobe version 7.
- E. 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.

1.17.3 Security – State IT Security and Policy Standards

The TO Contractor shall comply with and adhere to the 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 State IT Policy and Standards are available on-line at <http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>

1.17.4 Security – TO 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.

1.18 STATE-SUPPLIED SERVICES AND FACILITIES

Workspace at the State's worksite:

1. The State shall provide workspace for the TO Contractor, as approved by the DHRTO Manager or designee. It is anticipated that at a minimum, the TO Contractor Project Manager shall be onsite at DHR.
2. The State shall provide access to State facilities for the duration of the contract, as approved by the DHRTO Manager.

Unless otherwise determined by the TO Manager, the TO Contractor shall provide its own computer or laptop. TO Contractor equipment must be compliant with DHR virus protection standards and must:

1. Be regularly assessed for security patches and patched accordingly as recommended by Operating System Vendors that pertain to the stability and security of the Operating System.
2. Utilize anti-virus software that is licensed and has the capability to mitigate most common virus attacks and be updated on a regular basis.

1.18.1 WORK LOCATION

The individual Metro County locations shall be the primary work location for the TO Contractor. TO Contractor shall conduct project related meetings and work required to fulfill the activities outlines in this TORFP at the four Metro County locations as needed or desired by DHR. Parking is available nearby, however, any parking fees are at the TO Contractor's expense. The four Metro County offices are located at:

Anne Arundel County

Office of Child Support Enforcement
44 Calvert Street, 2nd Floor
P.O. Box 1870
Annapolis, Maryland 21401

Baltimore County

Office of Child Support Enforcement
170 West Ridgely Road, Suite 200
Lutherville, Maryland 21093

Montgomery County

Office of Child Support Enforcement
51 Monroe Street, Suite 811
Rockville, Maryland 20850

Prince Georges County

Office of Child Support Enforcement
4235 28th Avenue, Suite 135
Temple Hills, Maryland 20748

DHR will not pay for any travel or parking related expenses. DHR will provide the following:

1. Photo identification badges (the TO Contractor shall be responsible for the cost incurred in obtaining State-issued photo identification badges);
2. Office space and/or cubicles will be provided to accommodate TO Contractor's staff at the (4) Metro Locations;
3. Office furniture (desk and chair);
4. Telephone and fax equipment (local use only);
5. Shared networked printer(s);
6. Software and security privileges to connect to appropriate applications/system resources; and
7. A meeting room with whiteboards and supplies for conducting facilitated sessions based on availability.

1.18.2 WORK HOURS

The TO Contractor's Staff's onsite working hours shall be consistent with those of DHR. DHR's business hours are Monday through Friday, 8 a.m. to 5 p.m. Eastern Standard Time (EST), excluding federal and certain State closure days. A list of State closure days can be found at <http://dbm.maryland.gov/employees/Pages/StateHolidays2013.aspx>.

1.19 ECONOMY OF PREPARATION

TO Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Offeror's response to meeting the requirements of this TORFP.

The Master Contractor's proposed solution shall be completely demonstrated within the body of the technical response, and shall not exceed 100 single-sided pages, when printed. This page count does not include appendices, attachments or exhibits, which are to be used for clarification and illustration purposes only and not to explain the concept of the proposed solution. DHR expects all appendices, attachments or exhibits to be concise and clearly demonstrate the necessity for inclusion in the TO Proposal. All appendices, attachments or exhibits combined shall not exceed 25 single-sided pages, when printed. The required attachments cited in Section 1.3, TO Proposal Submissions do not count towards the page limit requirements cited in this section.

1.20 ALTERNATE PROPOSALS

A Master Contractor shall not submit an alternate Proposal in response to this TORFP.

1.21 MULTIPLE PROPOSALS

A Master Contractor shall not submit more than one Proposal in response to this TORFP.

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

The Department 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 conduct a business process re-engineering that identifies, details and prioritizes short, intermediate and longer-term tactical process or other changes that can be implemented in the four Metro Counties to improve performance on child support federal performance measures, along with a Cost-Benefit Analysis of the recommended business process improvement and an implementation plan. The TO Contractor shall also implement the short term plan in the four Metro Counties. The TO Contractor shall analyze the federal Office of Child Support Enforcement (OCSE), and federal forms: OCSE 157 and OCSE 34A (<http://www.acf.hhs.gov/programs/cse/forms>) reporting mechanisms currently in place and identify potential opportunities and benefits from the proposed changes.

2.2 AGENCY BACKGROUND

The Department 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 provide protection from abuse and neglect.

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

The Child Support Program (Part D of Title IV of the Social Security Act) was established by the US Congress in 1975. The purpose of this program is to protect the welfare of affected children by establishing and enforcing child support and medical support orders. DHR, through CSEA, is the IV-D agency responsible for the administration of the child support program for the State of Maryland. Child support services are provided through the twenty-four (24) Counties' programs.

The Child Support Enforcement System (CSES), developed, maintained and operated by DHR is Maryland's computerized system for establishing and maintaining child support data. In August 1993, the State of Maryland converted to this system beginning with Baltimore City and completing the statewide conversion in March 1998. The CSES component of the Department of Human Resources Information System (DHRIS) is an automated system used for establishing, enforcing and tracking in-state and interstate child support cases, recording child support financial activity, and for generating data for federal reporting. CSES includes identifying information and demographic data on children, custodial, and noncustodial parents receiving services. The system data includes child support cases and court orders, including paternity status and payment receipts that are available. CSES supports the intake, establishment, location, and enforcement functions of the CESA. The Back End (BE)/Front End (FE) application is written on the IBM mainframe using COBOL, Java, and J2EE. CSES provides an interactive and historical system to automate case records and is used by 1600+ statewide workers. It processes approximately \$52M in monthly and approximately \$624M in yearly child support payments. The CSES interfaces with multiple DHR Systems such as Client Automated Resources & Eligibility System (CARES), Client Information System (CIS), and Maryland CHESSIE. CSES interfaces with State, federal and private agencies for the purpose of locating missing parents; maintaining current participant demographics, payment collection, disbursement; and enforcement of court orders.

2.3 ROLES AND RESPONSIBILITIES

- A. TO Procurement Officer – DHR representative responsible for managing the TO solicitation and award process, change order process, and resolution of TOA scope issues.
- B. DHR TO Manager – DHR representative responsible for administration of the resulting TO from TO Agreement execution through TO close out.
- C. TO Contractor – The CATS II Master Contractor awarded the TOA who will be responsible for administration of the resulting TOA and services under the TOA.
- D. TO Contractor Project Manager (TO-PM) – An individual designated by the TO Contractor who shall have direct responsibility for the activities performed under this TO and all TO Contractor personnel who will perform those tasks. The TO-PM shall report to the DHR TO Manager. The TO-PM shall be responsible for the work performance of all resources obtained under the TORFP.
- E. TO Support Personnel (TO-SP) – Personnel provided by the TO Contractor to support the services described in this TORFP.
- F. TO Contractor Key Personnel – Those individuals who contribute to the project in a substantive, measurable way, whether or not they receive salaries or compensation under the contract.

2.4 PROJECT BACKGROUND

The OCSE measures each State and territory's child support program related to 5 performance measures: (1) paternity establishment; (2) support establishment; (3) current support collection; (4) cases paying arrears; and (5) cost effectiveness. Performance on these measures, in conjunction with the amount of child support collections, results in monetary incentive awards to each state each year. Because the amount of incentive money available each year is a set amount, states are in competition with each other for their share of incentives dollars.

As part of an ongoing effort to evaluate CSEA's implementation of policies and processes and how each impacts Maryland's child support enforcement, DHR has determined that formal analysis and implementation of child support leading practices is in order. The goal is to assist CSEA in not only improving Maryland's federal performance measures standing from 39th overall to within the top ten within 18 months, but, also in meeting the CSEA statewide federal fiscal year (FFY) 2013 performance goals which are:

- Support Order Establishment – 88.88%
- IV-D Paternity – 107.18%
- Current Support – 68.32%
- Cases Paying Arrears – 71.01%

The performance of the four Metro Counties (Anne Arundel, Baltimore County, Montgomery and Prince Georges) is vital to the overall statewide performance. See **ATTACHMENT 16** for statewide performance measurements including the impact of the Metro Counties. An update will be made available to the TO Contractor post-award. Should the option period be exercised at the sole discretion of the State, the TO Contractor shall execute the final Business Resource Engineering Final Plan and implement statewide as provided to the four Metro Offices during the initial six month contract term.

2.5 REQUIREMENT- PROJECT MANAGEMENT

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

- A. Providing to the DHR TO Manager a comprehensive Project Management Plan within thirty (30) calendar days of the receipt of the Notice to Proceed (NTP). The Project Management Plan shall address the nine PMBOK areas. The Project Management Plan shall define how the TO Contractor shall apply its project management methodology to achieve maximum benefit for the State. This project will be following the best practices as identified by Project Management Institute (PMI) as listed below:
- 1) Schedule Management consisting of activity definition and sequencing, resource estimating, duration estimating, schedule development, and schedule control activities.
 - 2) Scope Management consisting of project initiation, scope planning, scope definition and scope change control activities.
 - 3) Cost Management consisting of resource planning, cost estimating, budgeting and cost control activities.
 - 4) Human Resources Management consisting of organizational planning, project team acquisition, and staff development activities.
 - 5) Risk Management – See Section 2.5.D
 - 6) Quality Management consisting of quality planning, quality assurance, and quality control activities. The Quality Management shall also address document repository and control, project plan review procedures, Calendar of events and deadlines
 - 7) Communications Management– See Section 2.5.E
 - 8) Integration Management consisting of project plan development, project plan execution, and integrated change control activities.
 - 9) Procurement Management consisting of procurement planning, contracts planning, requesting, solicitation responses, selecting TO Contractor(s), administering contract(s), and contract(s) closing activities.
- B. Developing a Project Schedule that includes 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 Schedule shall include all major tasks that will be required to complete the project including activities to be performed by DHR. The Project Schedule shall be developed using MS Project, and be published in MS Project and Adobe PDF. The DHR TO Manager will review and approve the baseline Project Schedule. A copy of the Project Schedule shall be provided to the DHR TO Manager at a weekly status meeting, and with the TO Contractor’s monthly report. The Project Schedule shall address, at a minimum, work breakdown structure including schedules, milestones, and resources. This schedule will be due to the DHR TO Manager no later than thirty (30) calendar days after NTP. The TO Contractor shall include in their pricing proposal pricing to address the required reporting, to be inclusive of weekly and monthly updates.
- C. Delivering an initial Human Resource Management Plan with their response to this TORFP. The Human Resource Management Plan shall include an organization chart showing how the TO Contractor proposes to staff the project. The Human Resource Management Plan shall name key TO Contractor personnel and clearly describe all resource requirements (all personnel including, but not limited to, title, function, etc.), roles, and responsibilities. The TO Contractor shall deliver to the DHR TO Manager a final Human Resource Management Plan within thirty (30) calendar days from the NTP. TO Contractor shall review and update this plan when there is a significant change in staffing or every six months, whichever comes first.
- D. Submitting to DHR TO Manager, within thirty (30) days from NTP, a thorough, separate and complete Risk Management Plan. The Plan shall include the TO Contractor’s approach to managing

risk as well as describe the TO Contractor's understanding of risk management. A risk register shall be kept on an ongoing basis and shall include: all project related risks, initial risk prioritization (urgency), and potential risk impacts (each risk), risk responses (each risk), risk mitigation strategy (each risk) as well as risk mitigation / assignments (The TO Contractor Staff responsible for the mitigation / response to each specific risk). The risk register shall be reviewed and updated in accordance with the risk management no less than monthly. The TO Contractor shall include in their pricing proposal pricing to address the required reporting, to be inclusive of weekly and monthly updates.

- E. Developing and maintaining a separate Communication Management Plan that serves as the guideline to manage communications across the enterprise including status reporting and other key communications. The TO Contractor shall complete the Communication Management Plan within thirty (30) calendar days from the NTP. The TO Contractor shall develop an outline of the proposed content of the Communication Management Plan for review and comment by the DHR TO Project Manager within fifteen (15) calendar days from the NTP. The Communication Management Plan shall be issued in draft form for review. The DHR TO Manager will provide comments to the TO Contractor within five business days of the draft submission. The final Communication Management Plan shall be issued within five calendar days of the receipt of the DHR TO Manager's comments.

The Communication Management Plan is a living document and shall be periodically updated by TO Contractor through-out the life of the project as changes occur. This will be accomplished by holding weekly status meetings with DHR TO Manager and other appropriate DHR staff. The updates shall include a brief written status report at a minimum and provide the following information: activities completed; upcoming activities; customer/stakeholder relationship management changes and any risk management updates. DHR TO Manager and the TO Contractor shall determine the recurring day and time for this meeting. Weekly status meetings shall begin within thirty (30) days of the notice to proceed. DHR and the TO Contractor shall jointly determine recipients, frequency, and format of all reports following Notice to Proceed. The TO Contractor shall be responsible for the following:

- 1) Providing weekly status reports in the format dictated by the DHR TO Manager;
- 2) Providing a monthly progress report on project issues, action items, risks, and scope change requests;
- 3) Conducting itself such that an alert status report can be rapidly developed within four hours of request on any task, and at any time, at the DHR TO Manager's request;
- 4) Responding to the DHR TO Manager's request for off-cycle reports to meet emergent business needs or address areas of concern. These reports shall be prepared within eight hours of request and be provided via email to the DHR TO Manager appropriate members of DHR leadership as identified by the DHR TO Manager; and
- 5) Reporting immediately to the DHR TO Manager any situation from any area that needs immediate attention to prevent an adverse effect on the quality, schedule, or budget of the project.

- F. Providing a monthly progress report submitted by the fifteenth (15th) working day following the close of the period. If the fifteenth (15) day falls on a weekend or holiday the report shall be delivered the last work day before the fifteenth (15) 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) Plan 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.

2.6 REQUIREMENT- BUSINESS PROCESS RE-ENGINEERING (BPR) AND PERFORMANCE IMPROVEMENT

- A. The TO Contractor shall define a clear approach to rethinking and radically redesigning DHR's existing organizational resources and workflows. The BPR shall culminate in a Performance Improvement Plan (PIP) that details short, intermediate, and longer-term improvements.
- B. The TO Contractor shall perform the BPR with focus on realigning resources, workflows, and changes to policy and procedures that are within the control of DHR. While suggestions that require technology changes may be made, the goal is to achieve improvements utilizing the existing resources and technology.
- C. The TO Contractor shall work with the DHR TO Manager at each step of the BPR to obtain input, review, and approval.
- D. The TO Contractor shall:
 - 1) Create the vision, values and objectives of the BPR;
 - 2) Complete Stakeholder analysis and solicit Stakeholder input;
 - 3) Benchmark against the goals and performance of leading states. TO Contractor shall benchmark against no less than three leading states' child support agencies including a review of business processes that they attribute to their organization's success;
 - 4) Define and document As-Is processes using a commercially available software tool;
 - 5) Identify and fully define those processes that offer the most potential impact on the performance outcomes targeted for improvement;
 - 6) Identify areas of improvement, redundancies, inefficiencies, inconsistencies, and bottleneck points;
 - 7) Define and document common To-Be processes that minimize or eliminate sub-optimal processes. To-Be processes and procedures shall be documented using a commercially available software tool;
 - 8) Redesign the business processes; suggest changes to policy and procedures that are required to implement redesigned processes;
 - 9) Evaluate recommended processes, and do a Cost Benefit Analysis of the redesigned processes;
 - 10) Recommend short, intermediate, and longer-term process changes and improvements and document these recommendations in the PIP;
 - 11) Establish a roll-out and implementation plan as part of the PIP;
 - 12) Establish metrics to evaluate the redesigned processes in terms of improved performance and organizational efficiency. At a minimum the metrics shall track performance against meeting the CSEA statewide FFY2013 performance goals;

- 13) Define how DHR can manage and optimize processes in the long term;
- 14) Obtain DHR approval on recommended processes;
- 15) Analyze the OCSE 157 and OCSE34A reporting mechanisms currently in place;
- 16) Identify potential opportunities to refine and/or change the OCSE 157 and 34A reports, in compliance with OCSE rules and direction and state leading practices that would improve the reporting, reflect the true state performance and potentially lead to improved incentives; and
- 17) Deliver these recommendations as part of the Performance Improvement Plan.

2.7 REQUIREMENT- IMPLEMENTATION, ORGANIZATIONAL CHANGE MANAGEMENT, AND MONITORING

- A. The TO Contractor shall work with DHR to implement the short-term business processes that have been recommended and approved as part of the PIP.
- B. The TO Contractor shall deploy onsite teams to the four Metro Counties to implement the recommended changes, train staff on the revised business processes, and provide onsite support during the course of the implementation of the revised business processes.
- C. The TO Contractor shall monitor the roll-out and effectiveness of the new processes and identify any areas for change, improvement, or concern that need to be addressed. The TO Contractor shall:
 - 1) Work with DHR to prioritize short-term changes for implementation across the four Metro Counties.
 - 2) Establish and execute an Organizational Change Management Plan to roll out the short-term improvements. At a minimum the plan shall include:
 - a. Change management strategy
 - b. Change management team structure. Plan shall include both DHR and TO Contractor resources, activities, schedule, and milestones
 - c. Stakeholder assessment, structure, and roles
 - d. Resistance management plan and execution of resistance plan activities
 - e. Definition and execution of reinforcement activities
 - f. Compliance review process and reporting
 - g. Identify and implement corrective action processes as needed
- D. The TO Contractor shall develop a Training Plan and associated materials for implementation rollout and deploy onsite teams for implementation, training, rollout and monitoring of new business processes. The TO Contractor shall monitor business processes and provide onsite support for no less than two weeks after the redesigned business processes have been implemented. Should a revision to the process be necessary, TO Contractor shall revise training materials, train users, implement the revision, and monitor the revision for no less than two weeks.
- E. The TO Contractor shall provide the DHR TO Manager with a statewide Implementation Road Map that includes an Implementation Plan and schedule that may be used to roll-out business process changes to the remainder of the State, and a post implementation after action report detailing lessons learned.
- F. The TO Contractor shall monitor and track performance metrics.
- G. The TO Contractor shall report results to the DHR TO Manager, and suggest corrective actions as needed.

2.8 REQUIREMENT - STATEWIDE ASSESSMENT AND IMPLEMENTATION OPTIONAL TASKS VIA WORK ORDER

To establish rates for the services, the Offeror shall provide, in response to this TORFP, fully burdened maximum hourly rates for each of the corresponding labor categories provided in **ATTACHMENT 1B**. This is limited to a maximum of 1,000 hours over the life of the base contract.

DHR shall issue a Work Order (Attachment 15) assignment to the TO Contractor identifying the scope and restrictions of the effort for optional Assessment and Implementation Task to be completed. A Work Order could include, but is not limited to:

1. Onsite support and implementation of intermediate and longer-term business process changes in the four Metro Counties;
2. BPR for remainder of the State; and
3. Implementation of short, intermediate, and longer-term business process changes across the State.

These Work Order assignments could also involve one or more resources from the TO Contractor. When this occurs, DHR will issue a Work Order outlining the details of scope of work as known at that time. The TO Contractor shall review and respond to the Work Order with an estimate of the approved labor categories rates to be and cost based on estimated time to complete the assignment. When the TO Contractor estimate is approved by the DHR TO Manager. The TO Contractor shall follow the process in Section 2.8.1.

2.8.1 WORK ORDER PROCESS

The DHR TO Manager will determine on an as needed basis which TO Contractor assignments will require an approved Word Order (Attachment 15). The Work Order process is only applicable on tasks as designated by the DHR TO Manager. The process for a Work Order request is as follows:

- 1) The DHR TO Manager shall e-mail a Work Order request to the TO Contractor, to provide services. The request may include:
 - a. Technical requirements and description of the services needed;
 - b. Performance objectives and/or Plans as may be applicable;
 - c. Due date and time for submitting a response to the request;
 - d. Performance testing period; and
 - e. Other specific information as requested from the TO Contractor.
- 2) The TO Contractor shall e-mail a response to the DHR TO Manager within the specified time and include at a minimum:
 - a. A response that details the TO Contractor's understanding of the requirement/work;
 - b. A description of the proposed work plan in narrative format including time schedules, and if required a Work Breakdown Structure (WBS) chart. This description shall include a schedule of resources including proposed subcontractors and related tasks, including an explanation of how tasks will be completed.
 - c. Identification of those activities or phases that can be completed independently or simultaneously versus those that must be completed before another activity or phase can commence.
 - d. The personnel resources, including those of DHR, TO Contractor and subcontractors, and estimated hours to complete the task.

The DHR TO Manager will review the response and will either approve the work or contact the TO Contractor to obtain additional information, clarification or revision to the work. If satisfied, the DHR TO Manager will then email the TO Contractor with an approval to proceed.

Only labor categories provided in **ATTACHMENT 1B** that are provided in the Offeror's response to this TORFP shall be used for these work order efforts. Upon acceptance of the Work Order, DHR will issue the NTP to the TO Contractor. Invoicing and payment shall be based on Work Order completion.

2.9 WRITTEN PLANS

For each written plan, draft and final, the TO Contractor shall submit to the DHR TO Manager one hard copy and one electronic copy in a DHR defined electronic format.

Drafts of all final plans are required at least two weeks in advance of when all final plans are due. Written Plans defined as draft documents must demonstrate due diligence in meeting the scope and requirements of the associated final written plan. A draft written plan 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 plan'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 plan being discussed.
- E. Represent a significant level of completeness towards the associated final written plan that supports a concise final plan acceptance process.

Upon completion of a plan, the TO Contractor shall document each plan in final form to the DHR TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Plans Form (**ATTACHMENT 8**). The DHR TO Manager shall countersign the Agency Receipt of Plans Form indicating receipt of the contents described therein.

Upon receipt of a final plan, the DHR TO Manager shall commence a review of the plan as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the DHR TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the plans in an Agency Acceptance of Plans 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 plan are rectified and accepted by the DHR TO Manager or the DHR 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 DHR Manager, the TO Contractor will incorporate the resolutions into the plan and resubmit the plan for acceptance.

A written plan defined as a final document must satisfy the scope and requirements of this TORFP for that plan. Final written plans 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 plan'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 plan being discussed.

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

2.10 DELIVERABLES/MILESTONE, SCHEDULE, AND ACCEPTANCE CRITERIA

ID #	Deliverable/Milestone	Acceptance Criteria	Expected Completion
<p>Phase 1</p> <p>Phase 1 will establish the overall project plan, schedule and recommendation document that will ultimately be implemented in Phase 2, if the option is executed.</p>			
<p>2.10.1</p>	<p>Project Management Plan</p>	<p>Acceptance criteria for the overall project management plan shall include a substantive response to all nine of the project management knowledge areas as outlined in the section 2.5.A of the narrative above. DHR will reserve the right to approve, reject and/or request revisions to the overall project management plan in its entirety after the draft has been submitted to the DHR TO Manager, in a format at the Contractor’s discretion. Deliverables shall be in compliance with requirements in Section 2.5.A.</p>	<p>NTP + 30 Calendar Days</p>
<p>2.10.2</p>	<p>Project Schedule (baseline)</p>	<p>Acceptance criteria for a successful project schedule submission shall include the following:</p> <p>MS Project document that provides detailed tracking information for all current and pending related project activities (overview) and resource usage. This document must include the following:</p> <ul style="list-style-type: none"> - Task level activities - Milestones - Plans - Times and dates of performance - Degrees of completion for all activities starting with NTPs - Resource matrix including all project resources associated with this project and their associated cost <p>Furthermore, the Project Schedule</p>	<p>NTP + 30 Calendar Days, Minimum of monthly updates afterwards.</p>

		<p>shall be decomposed to tasks that are no smaller than 8 hours and no greater than 80 hours in duration (8/80 rule).</p> <p>Deliverables shall be in compliance with requirements in Section 2.5.B.</p>	
2.10.3	Human Resource Management Plan	<p>Acceptance criteria for a successful Human Resources Management Plan, in Microsoft Word, shall include the following:</p> <ul style="list-style-type: none"> - Staffing plan to include: <ul style="list-style-type: none"> o Estimated staffing needs o Staff retention and replacement procedures / policy o Organization chart o Key Personnel matrix, which will include: <ul style="list-style-type: none"> ▪ Title ▪ Function ▪ Roles & responsibilities ▪ Staff expertise <p>Deliverables shall be in compliance with requirements in Section 2.5.C.</p>	NTP + 30 Calendar Days
2.10.4	Risk Management Plan	<p>Acceptance criteria for a successful Risk Management Plan, in Microsoft Word, shall include a plan that addresses the following key areas:</p> <ul style="list-style-type: none"> - Methodology for identifying / defining risks - Methodology for managing risks <p>Additionally, a successful risk management plan shall also include a complete risk register, which addresses the following:</p> <ul style="list-style-type: none"> - All project related risks - Initial risk prioritization (urgency) - Potential risk impacts (each risk) - Risk responses (each risk) - Risk mitigation strategy (each risk) - Risk response / mitigation assignment; who will be 	NTP + 30 Calendar Days

		<p>responsible for mitigation of specific risks</p> <p>Deliverables shall be in compliance with requirements in Section 2.5.D.</p>	
2.10.5	Communication Management Plan	<p>Acceptance criteria for a successful Communications Management Plan will include the TO Contractors overall communications management plan, which must include the following:</p> <ul style="list-style-type: none"> - Customer / stakeholder communication matrix: <ul style="list-style-type: none"> o Levels, types and frequency of communication broken down by stakeholder - Weekly / monthly progress report templates - Procedures for responding to ad-hock and off-cycle reports <p>In addition to the above communications plan, weekly, monthly and ad-hoc / off-cycle reports will be considered an additional plan and due to the DHR TO Manager as outlined. Successful weekly status reports will include the following metrics:</p> <ul style="list-style-type: none"> - Tasks assigned - Work completed - Activities for the upcoming week - Schedule variances (if applicable) - Cost variances (if applicable) - Risks / issues (if applicable) - Status of outstanding work assignments <p>Deliverables shall be in compliance with requirements in Section 2.5.E. and Section 2.5.F</p>	<p>Draft Plan Due: NTP + 15 Calendar Days</p> <p>Final Plan Due: NTP + 30 Calendar Days</p> <p>Weekly Status Report: Due by close of business every Friday</p> <p>Monthly Progress Report: Due on the 30th of each month after Project Management Plan Acceptance and at request of DHR Leadership</p>
2.10.6	Project Library	<p>Acceptance criteria for successful submission of the project library to the DHR TO Manager will include a submission package that contains the following:</p>	<p>Initial Submission: NTP + 6 months</p>

		<ul style="list-style-type: none"> - Initial RFP Documents - Contract Proposal <ul style="list-style-type: none"> o Proposal Document o Financial - Contract Award Document - All Project Related Plans <p>Deliverables shall be in compliance with requirements in Section 2.11.</p>	<p>Final Submission: NTP +12 months</p>
<p>2.10.7</p>	<p>Business Process Re-Engineering : Final Plan (will grow through progressive elaboration)</p>	<p>The business process re-engineering (Final Plan) will be submitted on a monthly basis as a progressive living document and shall include the sections as outlined below as they are available.</p> <p>A success final plan will include all of the following:</p> <ul style="list-style-type: none"> - Defined As-Is processes - Identified and defined key processes that will yield the substantive impact on targeted performance outcomes - Identified and defined key constraints, which will include: <ul style="list-style-type: none"> o Areas for improvement o Redundancies o Inefficiencies o Inconsistencies o Bottleneck points - Defined and documented To-Be (recommended) processes (processes that minimize or eliminate sub-optimal processes); short, intermediate and long-term - Redesigned business process model - Cost benefit analysis of proposed business processes - Proposed roll-out and implementation plan 	<p>Monthly Progressive Submissions of elaborative document: NTP + 30 Calendar Days: Then updated every 30 Days</p> <p>Final Submission: Contract maturation date</p>

		<ul style="list-style-type: none"> - Defined performance evaluation metrics which track against the CSEA statewide FFY2013 performance goals - Documented guidance detailing how DHR can manage and optimize proposed processes post-implementation - Complete Analysis of the OCSE 157 and OCSE34A reporting mechanisms currently in place that will include recommendations to refine the above reference reports to improve reporting and reflect the true state of Maryland CSEA performance, while also ensuring OCSE compliance <p><i>As this will be a living document, the PBPRPS mentioned above will grow through progressive elaboration as it is submitted to the DHR TO Manager on a routine basis prior to the final document being submitted to the DHR TO Manager upon project closure</i></p> <p>Deliverables shall be in compliance with all requirements in Section 2.6.</p>	
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Phase 2 (Optional)

Phase 2 will comprise the implementation of the project plan as outline above with the additional development of change management and training / state-wide implementation components identified below.

2.10.8	Change Prioritization Matrix	<p>A written notification from the DHRTO Manager of a deliverable product acceptance form of the change prioritization matrix, in Microsoft Word or Excel, shall include:</p> <ul style="list-style-type: none"> - A list of all identified short-term changes applicable to the four Metro Locations prioritized by substantive 	Initial Submission: NTP + 30 Days
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		impact in accordance with the DHR TO Manager as identified in the business process re-engineering document submitted in phase one.	
2.10.9	Organizational Change Management Plan	A written notification from the TO-PM of an acceptable organization change management plan in Microsoft Word, shall include: <ul style="list-style-type: none"> - Change management strategy - Change management team composition - Change management evaluative / approval / implementation criteria 	Initial Submission: NTP + 30 Days
2.10.10	Training Management Plan	A written notification from the TO-PM of an acceptable training management plan, in Microsoft Word, shall include: <ul style="list-style-type: none"> - Fully defined training curriculum to include: <ul style="list-style-type: none"> o Schedule o Activities o Knowledge assessment measurement methods (tests, quizzes, etc) - Training materials(written and electronic format) geared toward training curriculum proposed by TO Contractor in conjunction with the DHR TO Manager - Training implementation (site) schedule - Revise training material 	Initial Submission: NTP + 30 Days Revisions due within 5 Days of the request of either TO Contractor and/or DHR TO Manager
2.10.11	State-Wide Deployment Roadmap	The state-wide deployment roadmap shall comprised of: <ul style="list-style-type: none"> • Final business process re-engineering document • Documented To-Be procedures, and • Guidelines for a Maryland state-wide implementation to local jurisdictions 	Initial Submission: NTP + 30 Days
2.10.12	Execution / Monitoring &	Execution, monitoring and controlling portion of Phase 2 shall include:	Initial Submission: NTP + 30 Days

	<p>Controlling to the four Metro Locations</p>	<ul style="list-style-type: none"> • Completion of activities defined in Section 2.7 to the four Metro Locations. • Establishment of performance metrics as per Section 2.7 F. • Performance will be measured in accordance with the reporting structure as outlined in the communications management plan identified above. • Performance reports are subject to the final approval of the DHR TO Manager as outlined in Section 2.5.E and Section 2.5.F. 	<p>Follows Communication Plan Outlined Above After Initial Submission</p>
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2.11 PROGRAM BUSINESS PROCESS REENGINEERING AND PERFORMANCE IMPROVEMENT SERVICES LIBRARY

Prior to the TO Contractor being able to complete project closure and/or move to Phase 2 of this project, a complete and comprehensive project library shall be submitted to the DHR TO Manager. At a minimum this library shall contain copies of the TORFP, TO Contractor Proposal, Contract, and all final plans. This electronic library shall begin upon contract notification and be maintained throughout the entire lifecycle of this contract.

2.12 PERFORMANCE RATINGS AND MITIGATION PROCEDURES - PERFORMANCE EVALUATION

TO Contractor personnel will be formally evaluated by the DHR TO Manager on a monthly basis for each assignment performed during that period. The established performance evaluation and standards are included as **ATTACHMENT 14**. Performance issues identified by the Department at any time and throughout the duration of the contract are subject to the mitigation process described in Section 2.13 below.

2.13 PERFORMANCE PROBLEM MITIGATION

In the event the Department is not satisfied with the performance of the Master Contractor personnel, the mitigation process is as follows: The DHR TO Manager will notify the TO-PM in writing describing the problem and delineating remediation requirements. The TO-PM will have three business days to respond with a written remediation plan. The plan will be implemented immediately upon acceptance by the DHR TO Manager. Should performance issues persist, the DHR TO Manager may give written notice or request immediate removal of the individual whose performance is at issue.

2.14 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 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.

2.15 TO CONTRACTOR COMPANY EXPERTISE REQUIRED

Offerors shall be capable of providing personnel with skills and knowledge sufficient to complete all duties and responsibilities described in Section 2 and create, update, and maintain high quality plans. Individual(s) proposed by Offerors shall have experience with and knowledge of child support program policies and operations, business process re-engineering, child support performance measures, and organizational change management expertise. Proposals shall demonstrate that Offerors possess such expertise in-house or have fostered strategic alliances with other firms for providing such services.

2.16 TO CONTRACTOR MINIMUM QUALIFICATION

The required TO Contractor minimum qualification outlined in this section is mandatory.

A. The TO Contractor shall:

1. Demonstrate documented successful experiences (references) in projects for governmental entities of a similar nature. The Offeror shall supply a minimum of three and a maximum of five project references. At a minimum, the information shall include a brief description of the project, dates of the project and for whom the TO Contractor worked. The information shall clearly state how the experience is of similar scope, size and complexity.
2. The TO Contractor shall supply at least one and no more than three letters of reference from current or past clients.

2.17 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory:

A. The Offeror's proposed TO-PM shall:

1. Have at least five years of experience in managing contract support operations for programs or projects of similar scope, size and complexity to the project within the past ten (10) years.
2. Have at least three years' experience with child support programs and business process improvement projects.
3. Possess a project management certification from an accredited project management program.
4. Have experience with leading a project that uses Project Management Body of Knowledge (PMBOK) or another industry-accepted project management methodology, on at least two projects similar to the within project, within the past five years.
5. Have at least one years of experience in business process re-engineering and organizational change management.
6. Possess project life-cycle experience as the prime project manager on at least one project similar to the project defined in this TORFP.

B. The Offeror's proposed Senior Subject Matter Expert shall:

1. Have a minimum of five years of experience in increasingly responsible experience in a public or private agency involved in the interpretation, understanding or application of child support laws including three years performing in the development and implementation of policies, procedures and program activities.
2. Have government or public sector experience with a minimum of two enterprise-level projects.

3. Demonstrate knowledge of industry best practices as identified through recent and or previous related Project Work, and validated through current references.
 4. References shall validate the minimum requirements.
- C. The Offeror's proposed Subject Matter Expert shall:
1. Have a minimum of three years of experience in a public or private agency involved in functioning as a technical or lead position assisting staff in the interpretation of regulations to resolve complex child support determination problems.
 2. Have government or public sector experience with a minimum of one enterprise-level project.
 3. Demonstrate knowledge of industry best practices as identified through recent and or previous related Project Work, and validated through current references.
 4. References shall validate the minimum requirements.
- D. The Offeror's proposed Senior Business Analyst will formulate and define project scope and objectives through the research, analysis and fact-finding efforts combined with an understanding of child support processes, while under general direction from project leader. The Senior Analyst will construct the business case and analysis of the proposed idea including the cost/benefit analyst and risk assessment. Specific consulting responsibilities include operational, financial and process analysis, strategy development, process re-engineering and modeling, e.g. LEAN/Six Sigma, and continuous improvement to deliver operational transformation. Business systems integration responsibilities include analysis of business and user needs, documenting functional and systems requirements, use case development, testing, and serving as a liaison between business project personnel. With the specialized technical prerequisites, the Senior Business Analyst shall:
1. Have a minimum of six years of related experience required in business systems analyst or policy administration tools.
 2. Possess demonstrated strategic and operational consulting and business systems integration experience.
 3. Have government or public sector experience serving in a key analytical role on a minimum of two enterprise-level projects.
 4. Possess direct experience with change management tools and methodologies serving as team lead of project consultants.
 5. Current references shall validate the minimum requirements.

In response to this TORFP, the Offeror shall submit resumes for key staff that meet all of the requirements outlined in Section 2.17. All staff proposed are considered Key Personnel.

2.18 INVOICING

Payment will only be made upon completion and acceptance of the plans by the DHR TO Manager 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 DHR TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Plan form is not submitted.

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

2.19 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

The TO Contractor shall provide a monthly invoice to the DHR TO Manager. The TO Contractor shall submit the invoice to the DHR TO Manager electronically and in hard copy. 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 shall 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 plan(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 shall designate a Billing Point of Contact (BPOC) to the DHR TO 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 plan, milestone or task as described in the contract. Partially completed plans will not be accepted or paid unless written approval is obtained from the DHR TO Manager. If the TO Contractor fails to perform in a satisfactory

and timely manner, the DHR TO 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.

The Department reserves the right to reduce or withhold payment in the event the TO Contractor does not provide the Department with all required plans 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.

The TO Contractor shall email the invoice to this address: VGreen@dhr.state.md.us, and send a hard copy to the DHR TO Manager.

2.20 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 15th day of each month. The TO Contractor shall provide a completed MBE Participation form (**ATTACHMENT 2**, Form D-5) to the DHR TO Manager, TO Procurement Officer and DHR MBE Liaison (address on form) 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 the DHR TO Manager, TO Procurement Officer and DHR MBE Liaison (address on form). DHR/CSEA 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 DHR TO Manager.

2.21 SUBSTITUTION OF PERSONNEL

The Master Contractor may not substitute personnel without the prior approval of the Department. All requests for substitution shall comply with Section 2.9.6 of the CATS II Master Contract. The TO Manager shall notify the Master Contractor of acceptance or denial of the requested substitution.

The TO Manager shall have the option to interview the proposed substitute personnel. After the interview, the TO Manager shall notify the Master Contractor of acceptance or denial of the requested substitution.

SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

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

3.2 PROPOSAL FORMAT

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

3.2.1 TECHNICAL PROPOSAL

A. Proposed Services –

The Master Contractor shall develop a work plan that contains the following:

- 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 plans in Section 2 - Scope of Work. This section shall include a comprehensive schedule of tasks and estimated times frames for completing all requirements and plans, 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 breakdown of the tasks required to complete the requirements and plans in Section 2 - Scope of Work. The WBS shall 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 plan in Section 2 – Scope of Work, the plan will be a final version.
- 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 plan in Section 2 – Scope of Work, that version will be a final version.
- 5) **Assumptions:** A description of any assumptions formed by the Master Contractor in developing the Technical Proposal. Master Contractors shall avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.

B) Proposed Personnel

The Master Contractor shall:

- 1) Identify and provide resumes for all proposed personnel by labor category. The resume shall 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) Certify that all proposed personnel meet the minimum required qualifications and possess the required certifications in accordance with Section 2.17.
- 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) In addition to **ATTACHMENT 5** – Please provide Labor Classification Personnel Resume Summary.
 - a) Full name
 - b) Current employer
 - c) College education / training, starting with latest degree / certificate, etc.
 - d) Relevant child support project management experience, indicating for each engagement, in order:
 - Company/Organization
 - Job title
 - Start and end dates
 - Location (Optional)
 - Management work description
 - Any other project oversight or management experience
 - e) Other oversight management services management experience, indicating for each engagement, in order:
 - Company/Organization
 - Job title
 - Start and end dates
 - Location (Optional)
 - Oversight management work description
 - Any other project oversight or management experience
- 5) Provide an image of any required project management certifications.

C) Subcontractors

Master Contractors shall identify any proposed subcontractors and their roles in the performance of Section 2 - Scope of Work.

D) Master Contractor team organizational chart and resumes

Master Contractors shall provide an overall team organizational chart with all team resources available to fulfill the task order scope of work.

E) Resumes for all Master Contractor staff listed in the Overall Master Contractor team organizational chart.

F) References

1. The Master 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 Master Contractor will supply at least one (1) and no more than three (3) letters of reference from current or past clients for projects with a 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

5. Provide up to three 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.

G) State Assistance

Master Contractors shall provide an estimate of expectation concerning participation by State personnel.

3.2.2 FINANCIAL RESPONSE

Master Contractors shall prepare a Financial Proposal that includes:

- 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, 1A, and 1B** - Completed Financial Proposal, including:
 - 1) 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.

SECTION 4 - TASK ORDER AWARD PROCESS

4.1 OVERVIEW

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS II TORFP. In making the TOA award determination, 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 2.16 and 2.17 and quality of responses to Section 2 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 email notice from the TO Procurement Officer of not being selected to perform the work.
- B) There will be no Oral Presentations for this Solicitation.
- 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 TOA

Commencement of work in response to TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement (**ATTACHMENT 13**), a Non-Disclosure Agreement (To Contractor – **ATTACHMENT 10**), a Purchase Order, and a Notice to Proceed authorized by the TO Procurement Officer (See **ATTACHMENT 7** - Notice to Proceed).

ATTACHMENT 1 – PRICE PROPOSAL

PRICE PROPOSAL FOR

CATS II TORFP #: CSEA/PBPRI-13-001-S

TORFP P.O. # N00B9200645

ID #	Plans	Firm Fixed Price*
Phase 1		
2.10.1	Project Management Plan	\$
2.10.2	Project Schedule (Baseline)	\$
2.10.3	Human Resources Management Plan	\$
2.10.4	Risk Management Plan	\$
2.10.5	Communications Management Plan	\$
2.10.6	Project Library	\$
2.10.7	Business Process Re-Engineering & Performance Improvement Plan (Final Plan) including Progressive Elaborative Document updated on a Monthly Basis	\$
Total Cost (Deliverable 2.10.1 – 2.10.7):		\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

*The Firm Fixed Price must include all direct and indirect costs and profit for the Master Contractor to perform under the TOA.

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

ATTACHMENT 1A – PRICE PROPOSAL

Option Period FOR

CATS II TORFP #: CSEA/PBPRI-13-001-S

TORFP P.O. #N00B9200645

ID #	Plans	Firm Fixed Price**
	Phase 2	
2.10.8	Change Prioritization Matrix	\$
2.10.9	Organizational Change Management Plan	\$
2.10.10	Training Management Plan	\$
2.10.11	State-Wide Deployment Roadmap	\$
2.10.12	Execution / Monitoring & Controlling to the four (4) Metro Counties	\$
Total Cost (Optional Deliverables) :		\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

**The Firm Fixed Price must include all direct and indirect costs and profit for the Master Contractor to perform under the TOA.

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

ATTACHMENT 1B - PRICE PROPOSAL WORK ORDER

LABOR CATEGORIES FOR

CATS II TORFP # CATS II TORFP #: CSEA/PBPRI-13-001-S

TORFP P.O. #N00B9200645

Labor Categories	A	B	C
	Hourly Labor Rate***	Total Class Hours	Total Proposed CATS II TORFP Price
PROJECT MANAGER	\$	960	\$
SENIOR SUBJECT MATTER EXPERT	\$	960	\$
SUBJECT MATTER EXPERT	\$	960	\$
SENIOR BUSINESS ANALYST	\$	960	\$
Total Cost - Labor (Four Resources)			\$

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. Rates must include all direct and indirect costs and profit for the Master Contractor to perform under the TOA.

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

PRICE PROPOSAL - SUMMARY PAGE

PRICE PROPOSAL FOR CATS II

CATS II TORFP #: CSEA/PBPRI-13-001-S

TORFP P.O. # N00B9200645

SUMMARY TABLE TO EVALUATE PRICE PROPOSAL

Total Cost - Deliverables (2.10.1 – 2.10.7):	\$
Total Cost - Optional Deliverables (2.10.8 – 2.10.12):	\$
Total Cost - Labor (Four Resources):	\$
****Total Evaluated Price:	\$

******This Figure will be used to rank the Financial Proposal**

Authorized Individual Name

Company Name

Title

Company Tax ID #

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 #: CSEA/PBPRI-13-001-S

TORFP P.O. # N00B9200645

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 1

CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

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

In conjunction with the offer submitted in response to TORFP No. N00B9200645, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of [redacted] percent and, if specified in the TORFP, sub-goals of [redacted] percent for MBEs classified as African American-owned and [redacted] 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 [redacted] 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 N00B9200645	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

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

Document Prepared By: (please print or type)

Name: _____ Title: _____

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE (CONTINUED)

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

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 3

OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the bid or offer submitted in response to TORFP # N00B9200645, 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. CATS II TORFP #: CSEA/PBPRI-13-001-S
N00B9200645, it and _____,
(Subcontractor Name)

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

(Describe work to be performed by MBE):

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

By:

By:

Prime Contractor Signature

Subcontractor Signature

Name

Name

Title

Title

Date

Date

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 5

MINORITY BUSINESS ENTERPRISE PARTICIPATION TO CONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): _____ Report is due by the 15th of the following month.	CATS II TORFP #N00B9200645 Contracting Unit _____ Contract _____ Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
--	---

Prime TO Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
List all unpaid invoices over 30 days old received from the MBE subcontractor named above:			
1.			
2.			
3.			
Total Dollars Unpaid: \$ _____			

**If more than one MBE subcontractor is used for this contract, please use separate forms.

Return one copy of this form to the following address:

Vashti Green, Child Support Enforcement Administration (CSEA) 311 w. Saragota Street Baltimore, MD 21201 vgreen@dhr.state.md.us	Donna Foster , MBE Liaison Department of Human Resources 311 W. Saratoga Street Baltimore, MD 21201 dfoster@dhr.state.md.us
--	--

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 6

MINORITY BUSINESS ENTERPRISE PARTICIPATION SUBCONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): ____/____ Report Due By the 15th of the following Month.	CATS II TORFP #N00B9200645 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____	
MBE Subcontractor Name: _____		
MDOT Certification #: _____		
Contact Person: _____		
Address: _____		
City: _____	State: _____	ZIP: _____
Phone: _____	FAX: _____	
Subcontractor Services Provided: _____		
List all payments received from Prime TO Contractor during reporting period indicated above. 1. _____ 2. _____ 3. _____ Total Dollars Paid: \$ _____	List dates and amounts of any unpaid invoices over 30 days old. 1. _____ 2. _____ 3. _____ Total Dollars Unpaid: \$ _____	
Prime TO Contractor: _____		Contact Person: _____

Return one copy of this form to the following address:

Vashti Green, Child Support Enforcement Administration (CSEA) 311 w. Saragota Street Baltimore, MD 21201 vgreen@dhr.state.md.us	Donna Foster , MBE Liaison Department of Human Resources 311 W. Saratoga Street Baltimore, MD 21201 dfoster@dhr.state.md.us
--	--

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS II TORFP#CSEA/PBPRI-13-001(N00B9200645) OF MASTER CONTRACT #060B9800035

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

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means the DHR/Child Support Administration , as identified in the CATS II TORFP # **N00B9200645**.
 - b. “CATS II TORFP” means the Task Order Request for Proposals # **N00B9200645**, dated **MONTH DAY, YEAR**, including any addenda.
 - c. “Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and **TO Contractor** dated _____.
 - d. “TO Procurement Officer” means Hattie M. Crosby . 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 DHR/Child Support Enforcement Administration and **TO Contractor**.
 - f. “TO Contractor” means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g. “TO Manager” means Mike Helm of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS II TORFP 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 _____, 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 the total amount of the task order. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS II TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Vashti Green, 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, DHR/Child Enforcement Administration

By: Joseph DiPrimio, Executive Director

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 TO 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 TO Procurement Officer of any contrary action to be taken.

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

Date: _____

By: _____

(Authorized Representative and Affiant)

SUBMIT 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?
LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)	
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/ MIDDLESEX

1100 EASTERN BLVD.

BALTIMORE, 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 #N00B9200645

Dear **TO Contractor Contact**:

This letter is your official Notice to Proceed as of **Month Day, Year**, for the above-referenced Task Order Agreement. Mike Helm, TO Manager of the DHR's Child Support Enforcement Administration will serve as your contact person on this Task Order. Mike Helm, TO Manager can be reached at (410) 561-1870 and MHelm@dhr.state.md.us.

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

Sincerely,

Hattie M. Crosby, TO Procurement Officer
Task Order Procurement Officer

Enclosures (2)

cc: Joe DiPrimio, Executive Director
Vashti Green
Mike Helm, TO Manager

ATTACHMENT 8 – AGENCY RECEIPT OF PLANS FORM

I acknowledge receipt of the following:

TORFP Title: Program Business Process Reengineering and Improvement Services (PBPRI)

TO Agreement Number: #N00B9200645

Title of Plan: _____

TORFP Reference Section # _____

Plan Reference ID # _____

Name of TO Manager: Mike Helm, DHR TO Manager

_____	_____
TO Manager Signature	Date Signed

Name of TO Contractor's Project Manager: _____

_____	_____
TO Contractor's Project Manager Signature	Date Signed

SUBMIT AS REQUIRED IN SECTION 2.9 OF THE TORFP.

ATTACHMENT 9 – AGENCY ACCEPTANCE OF PLAN FORM

Agency Name: DHR/ Child Support Enforcement Administration

TORFP Title: Program Business Process Reengineering and Improvement Services (PBPRI)

TO Manager: Mike Helm, DHRTO Manager (410) 561-1870

To:

The following plan, as required by TO Agreement #N00B9200645, has been received and reviewed in accordance with the TORFP.

Title of plan: _____

TORFP Contract Reference Number: Section # _____

Plan Reference ID # _____

This plan:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING PLAN:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.9 OF THE TORFP.

ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the “Agreement”) is made this ___ day of _____ 20___, 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 #N00B9200645 for TORFP Project: Program Business Process Reengineering and Improvement Services (PBPRI) 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 above, the OFFEROR agrees as follows:

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.

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.

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 Hattie M. Crosby, TO Procurement Officer, DHR/Child Support Enforcement Administration on or before the due date for Proposals.

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.

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.

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

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.

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 DHR/Child Support Enforcement Administration (the “Department”), and _____ (“TO Contractor”), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for TORFP: Program Business Process Reengineering and Improvement Services (PBPRI) TORFP No. N00B9200645 dated _____, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B9800035; and

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

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

1. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor’s Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor’s performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.

4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor's Personnel or the TO Contractor's former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.
7. A breach of this Agreement by the TO Contractor or by the TO Contractor's Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.
8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
 - a. This Agreement shall be governed by the laws of the State of Maryland;
 - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and

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

TO Contractor/TO Contractor's Personnel:
Administration

DHR/Child Support Enforcement

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

EXHIBIT A

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

Printed Name and Address
of Employee or Agent

Signature

Date

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

ATTACHMENT 12 – 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 with the TO number in the subject line.*

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

C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices?

Yes No (If no, explain why) _____

Section 3 – Substitution of Personnel

A) Has there been any substitution of personnel?

Yes No (If no, skip to Section 4.)

B) Did the Master Contractor request each personnel substitution in writing?

Yes No (If no, explain why) _____

C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel?

Yes No (If no, explain why) _____

D) Was the substitute approved by the agency in writing?

Yes No (If no, explain why) _____

Section 4 – MBE Participation

A) What is the MBE goal as a percentage of the TO value? (If there is no MBE goal, skip to Section 5)

_____ %

B) Are MBE reports D-5 and D-6 submitted monthly?

Yes No (If no, explain why) _____

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)

_____ %

(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% ($3,000 \div 10,000 = 0.30$))

D) Is this consistent with the planned MBE percentage at this stage of the project?

Yes No (If no, explain why) _____

E) Has the Master Contractor expressed difficulty with meeting the MBE goal?

Yes No

(If yes, explain the circumstances and any planned corrective actions)

Section 5 – TO Change Management

A) Is there a written change management procedure applicable to this TO?

Yes No (If no, explain why) _____

B) Does the change management procedure include the following?

Yes No Sections for change description, justification, and sign-off

Yes No Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements)

Yes No A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)

C) Have any change orders been executed?

Yes No

(If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)

D) Is the change management procedure being followed?

Yes No **(If no, explain why)** _____

ATTACHMENT 13 – LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

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

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature & Date: _____

ATTACHMENT 14 – MONTHLY CONTRACTOR EVALUATION RATING CRITERIA

Contractor:
Date Submitted:
Performance Period (Month / Year):
Agency Name: DHR/Child Support Enforcement Administration
Manager / Agency Contact: Joseph DiPrimio, Executive Director 410-767-7606
Reference BPO # N00B9200645

THE AGENCY SHALL COMPLETE THE INFORMATION BELOW

Project Manager Work Performance Area	Satisfactory? (Yes / No)
Attendance / Timeliness	
Work Productivity	
Work Quality	
Teamwork	
Communication	
Customer Service	

PMBOK Performance Area	PMBOK Performance Rating
Integration Management	
Scope Management	
Time/Schedule Management	
Cost Management	
Quality Management	
Human Resources Management	
Communications Management	
Risk Management	
Procurement Management	
Average PMBOK Performance Rating:	

*Rating based on *PMBOK Performance Rating Criteria* on following pages.

The Project Manager shall maintain a “Satisfactory” for each work performance area above and an “Average PMBOK Performance Rating” of 3 or higher. Unsatisfactory work performance or an average PMBOK rating below 3 may trigger payment withholding pending corrective action.

Monthly Project Management Process Evaluation Rating Criteria

The TO Manager will evaluate and rate Project Manager’s performance on a monthly basis for each of the nine Knowledge Areas below. Processes shall be at score of 3 or higher for applicable processes.

Rating

Project Integration Management		<u>Indicators of Process</u>
0	Not applicable for project.	
1	Project Manager has not established practices, standards, or processes for project. Work performed in ad hoc fashion and does not include integration management.	1. Project Charter
2	Project Manager has established basic, documented processes for project planning and reporting exist. Management only involved on high-visibility projects.	2. Project Management Plan (PMP)
3	Project Manager has institutionalized the Project integration efforts with documented procedures and standards. Project Manager is beginning to integrate all project data.	3. Integrated Project Plan
4	Project Manager utilizes processes/standards for project on a regular basis and integrated with other processes/systems. Decisions on project based on performance metrics.	4. Updated Project Schedule
5	Project Manager has established best practices including project integration improvement procedures utilized. Lessons learned are regularly examined and used to improve documented processes.	
Project Scope Management		<u>Indicators of Process</u>
0	Not applicable for project.	
1	Project has general statement of functional requirements. Little or no scope management or documentation for project. Management and stakeholders are aware of key milestones only.	1. Project Scope Statement
2	Project Manager has put basic scope management process in place. Scope management is meeting techniques irregularly.	2. Change Request and Approval Process
3	Project Manager has implemented full project management process documented and is actively utilizing process on regular basis. Stakeholders are engaged and actively participating in scope decisions.	3. Requirements Traceability Matrix (RTM)
4	Project Manager is utilizing full project management processes for the project. Projects managed and evaluated in light of other competing requirements.	4. Change Control Board
5	Project Manager's effectiveness and efficiency metrics drive project scope decisions by appropriate levels of management.	
Project Time/Schedule Management		<u>Indicators of Process</u>
0	Not applicable for project.	
1	Project Manager has not established planning or scheduling standards. Lack of documentation makes it difficult to achieve repeatable project success.	1. WBS
2	Project Manager has established basic processes, but is not	2. Schedule Management Plan

	performing planning and scheduling on a regular basis.	3. Activities duration based on historic data
3	Project Manager has established document time management processes and utilizes on a regular basis. Project-wide integration includes project dependencies.	
4	Project Manager has established good practices in time management including utilization of historical data to forecast future performance. Project management decisions based on efficiency and effectiveness metrics.	
5	Project Manager has additionally incorporated improvement procedures utilized for time management processes. Lessons learned are examined and used to improve documented processes.	

Project Cost Management

		<u>Indicators of Process</u>
0	Not applicable for project.	
1	Project Manager has not established practices or standards. Cost process documentation is ad hoc and individual project members follow informal practices.	1. Cost Estimates Activity 2. Project Cost Baseline
2	Project Manager has established processes for cost estimating, reporting, and performance measurement. Cost management processes are used for the project.	3. Cost Management Plan
3	Project Manager has standardized cost management practices for project team. Costs are fully integrated and reflect the true cost of the project.	4. Cost Control
4	Project Manager has integrated cost planning and tracking with Project Office, financial, and human resources systems. Standards tied to agency processes.	
5	Project Manager leverages lessons learned to improve documented processes. Project Manager and management are actively using efficiency and effectiveness metrics for decision making.	

Project Quality Management

		<u>Indicators of Process</u>
0	Not applicable for project.	
1	Project Manager has not established project quality practices or standards. Management is considering how they shall define “quality”.	1. Quality Assurance Plan
2	Project Manager has established basic organizational project quality policy has been adopted. Project Management and Team encourage quality processes and policy for project.	2. Plans 3. Acceptance Criteria defined
3	Project Manager has established well documented quality management process and instituted standards for the project. Regular quality management activities are being executed including plans acceptance.	4. User Acceptance Criteria (UAC) per SDLC activities
4	Project Manager has best practices for standard quality management processes. Management is actively involved in coordinating quality standards and assurance. Some metrics are developed.	5. Formal Plan Acceptance Process

5	Project Manager has implemented guidelines for implementing improvements back into the process. Metrics are key to product quality decisions throughout the SDLC.	
Project Human Resource Management		
0	Not applicable for project.	<u>Indicators of Process</u>
1	Project Manager has not performed planning and staffing activities for project. Project teams are ad hoc. Human resource time and cost is not measured.	1. Organization Chart
2	Project Manager has put processes in place that defines how to plan and manage human resources. Resource tracking is loosely performed for project.	2. Roles and responsibilities matrix
3	Project Manager has established a regularly resource management process. Professional development program activities for team and organization have been established for successful implementation of project.	3. Staffing Management Plan
4	Project Manager has implemented resource management best practices including resource forecasts used for project planning and prioritization. Project team performance measured and integrated with team development.	4. Team Training Plan
5	Project Manager includes Human Resource processes which engage teams to document project lessons learned. Improvements are incorporated into human resources management process.	5. Team performance assessment
Project Communication Management		
0	Not applicable for project.	<u>Indicators of Process</u>
1	Project Manager performing communications management on an ad hoc basis with informal status reports to management.	1. Communication Management Plan
2	Project Manager has established basic communications process including Communications Management Plan. Project progress reporting is occurring on a more regular basis.	2. Project Performance Reports
3	Project Manager has active involvement by executing a formal project communications plan. All stakeholders and project team members are aware of communications process.	3. Stakeholder Contact
4	Project Manager has implemented best practices for communications management plan for the project.	4. Processes for communication of Risk, Issues and Decisions
5	Project Manager has put additional improvement process in place to continuously improve project communications management. Lessons learned are captured and incorporated.	
Project Risk Management		
0	Not applicable for project.	<u>Indicators of Process</u>
1	Project Manager has not established any risk management practices or standards for project. Documentation is	1. Risk Management

	minimal and results are not shared. Risk response is reactive.	Plan
2	Project Manager has established basic risk management processes and have documented for the project. Team members are involved with risks process and risks are shared for project.	2. Risk Register
3	Project Manager has established regular risk management processes and risk activities, including identification and mitigation planning, are actively utilized for project.	3. Process for Risk Register updates and communication of risk
4	Project Manager has integrated risk processes with all aspect of project reporting including time, cost, and resource systems. Metrics are used to support risk decisions for the project.	4. Contingency plans for risk
5	Project Manager has establish best practices in risk management including continuous improvement processes to ensure project is continually measured and managed against performance metrics.	
Project Procurement Management		
0	Not applicable for project.	<u>Indicators of Process</u>
1	Project Manager has not established procurement process for project. Processes are ad hoc at best with no clear plan defined.	1. Procurement Management Plan
2	Project Manager has established basic process for procurement of goods and services for project. Procurement Management Plan has been developed for procurement of all project goods and services.	2. Contract Statement Of Work
3	Project Manager has established standards for procurement management on project and integrated with Agency processes.	3. Evaluation Criteria
4	Project Manager has leverage procurement management best practices such as make/buy decisions for the agency and project. Project procurement practices are integrated with project management mechanisms.	4. Cost Benefit Analysis
5	Project Manager has instituted on-going process improvements focus on procurement efficiency and effective metrics.	5. Make/Buy Decisions

ATTACHMENT 15 – SAMPLE WORK ORDER

WORK ORDER	Work Order #	Contract #		
This Work Order is issued under the provisions of a XXX contract. The services authorized are within the scope of services set forth in the <i>Purpose</i> of the work order.				
Purpose				
Statement of Work Requirements:				
<u>Plan(s), Acceptance Criteria and Due Date(s):</u>				
<p>Plans are subject to review and approval by AGENCY prior to payment. <i>(Attach additional sheets if necessary)</i></p>				
Start Date	End Date			
Cost				
Description for Task / Plans	Quantity (if applicable)	Labor Hours (Hrs.)	Labor Rate	Estimate Total
1.			\$	\$
2.			\$	\$
*Include WBS, schedule and response to requirements.		AGENCY shall pay an amount not to exceed		\$
Contractor		AGENCY Approval		
_____ (Signature) Contractor Authorized Representative (Date)		_____ (Signature) AGENCY TO Manager (Date)		
POC	Name	TO Manager	Name	
	<i>(Print</i>		<i>(Print</i>	

Telephone No.		Telephone No.	
Email:		EMAIL:	

Child Support Enforcement Administration

FFY 2012 Statewide Performance

Support Order	10/2011	11/2011	12/2011	1/2012	2/2012	3/2012	4/2012	5/2012	6/2012	7/2012	8/2012	9/2012
Maryland - FFY 2012	82.71%	82.60%	82.62%	82.54%	82.69%	82.82%	83.05%	83.29%	83.52%	82.73%	82.60%	82.90%
Maryland - FFY 2011	82.66%	82.59%	82.55%	82.48%	82.41%	82.31%	82.28%	82.22%	82.20%	82.49%	82.60%	82.90%
Maryland Goal - FFY 2012	83.28%	83.91%	84.61%	85.40%	85.90%	86.40%	86.89%	87.39%	87.89%	88.39%	88.89%	88.88%
#10 Ranked State - FFY 2011	88.80%	88.80%	88.80%	88.80%	88.80%	88.80%	88.80%	88.80%	88.80%	88.80%	88.80%	88.80%
Patently N.D.	10/2011	11/2011	12/2011	1/2012	2/2012	3/2012	4/2012	5/2012	6/2012	7/2012	8/2012	9/2012
Maryland - FFY 2012	94.12%	95.14%	96.04%	97.12%	98.30%	99.43%	99.66%	91.96%	92.91%	93.99%		
Maryland - FFY 2011	83.40%	84.27%	85.10%	85.98%	86.78%	87.88%	88.83%	89.66%	90.48%	91.21%	91.62%	92.92%
Maryland Goal - FFY 2012	86.13%	88.24%	89.24%	90.47%	92.98%	95.01%	97.04%	99.07%	101.10%	103.13%	105.16%	107.19%
#10 Ranked State - FFY 2011	104.10%	104.10%	104.10%	104.10%	104.10%	104.10%	104.10%	104.10%	104.10%	104.10%	104.10%	104.10%
Current Support	10/2011	11/2011	12/2011	1/2012	2/2012	3/2012	4/2012	5/2012	6/2012	7/2012	8/2012	9/2012
Maryland - FFY 2012	64.17%	63.49%	63.04%	63.95%	65.31%	65.77%	66.02%	66.02%	65.94%	66.05%		
Maryland - FFY 2011	63.93%	64.86%	65.27%	64.24%	63.61%	64.68%	63.57%	63.41%	64.84%	64.03%	64.79%	64.70%
Maryland Goal - FFY 2012	64.82%	64.87%	64.87%	65.14%	65.43%	65.84%	66.26%	66.57%	67.08%	67.49%	67.91%	68.32%
#10 Ranked State - FFY 2011	68.80%	68.60%	68.60%	68.60%	68.60%	68.60%	68.60%	68.60%	68.60%	68.60%	68.60%	68.60%
Cases Filing Ahead	10/2011	11/2011	12/2011	1/2012	2/2012	3/2012	4/2012	5/2012	6/2012	7/2012	8/2012	9/2012
Maryland - FFY 2012	28.14%	28.26%	42.83%	48.22%	52.88%	64.00%	66.29%	66.99%	66.02%	61.67%		
Maryland - FFY 2011	27.66%	37.15%	43.25%	45.98%	49.31%	52.39%	54.58%	56.03%	58.41%	59.38%	60.80%	61.57%
Maryland Goal - FFY 2012	31.12%	33.92%	36.46%	39.30%	42.83%	46.88%	48.38%	52.89%	57.42%	61.95%	66.48%	71.01%
#10 Ranked State - FFY 2011	66.70%	66.70%	66.70%	66.70%	66.70%	66.70%	66.70%	66.70%	66.70%	66.70%	66.70%	66.70%
Patently (Statewide)	10/2011	11/2011	12/2011	1/2012	2/2012	3/2012	4/2012	5/2012	6/2012	7/2012	8/2012	9/2012
Maryland - FFY 2012	5.12%		7.92%	26.30%	32.99%	40.90%	49.58%		68.04%	74.53%		
Maryland - FFY 2011	5.40%	10.45%	19.92%	25.90%	32.94%	40.39%	49.19%	55.56%	63.56%	72.18%	78.97%	91.88%
Maryland Goal - FFY 2012	12.82%	17.62%	26.85%	34.02%	42.70%	51.39%	60.07%	68.75%	77.43%	86.12%	94.80%	
#10 Ranked State - FFY 2011	97.80%	97.80%	97.80%	97.80%	97.80%	97.80%	97.80%	97.80%	97.80%	97.80%	97.80%	97.80%
Collections (Statewide)	10/2011	11/2011	12/2011	1/2012	2/2012	3/2012	4/2012	5/2012	6/2012	7/2012	8/2012	9/2012
Maryland - FFY 2012 Monthly	\$41,100,145	\$44,377,174	\$43,518,504	\$43,055,740	\$41,200,579	\$50,326,692	\$49,207,174	\$49,230,539	\$50,839,879	\$41,038,281		
Maryland - FFY 2011 Monthly	\$40,599,106	\$42,274,505	\$42,929,517	\$37,771,444	\$38,471,876	\$49,888,733	\$46,856,610	\$43,051,623	\$50,538,617	\$41,000,224	\$44,436,498	\$41,576,752
Maryland - FFY 2012 YTD	\$41,100,145	\$45,477,319	\$128,955,923	\$172,081,663	\$213,862,242	\$261,636,934	\$212,908,108	\$282,138,647	\$342,976,626	\$454,011,807		
Maryland - FFY 2011 YTD	\$40,599,106	\$92,724,011	\$195,653,628	\$193,425,072	\$201,896,748	\$261,782,481	\$298,941,091	\$341,092,719	\$392,231,531	\$433,271,755	\$477,608,202	\$519,244,005