

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

MITDP PROJECT MANAGEMENT SUPPORT SERVICES

CATS+ TASK ORDER # R95R4400395



Issue Date: February 27, 2014

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KEY INFORMATION SUMMARY SHEET

This CATS+ TORFP is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS+ Master Contractors approved to perform work in the Functional Area under which this TORFP is released shall respond to this TORFP with either a Task Order (TO) Proposal to this TORFP or a Master Contractor Feedback form (See Section 3).

TORFP Title:	MITDP Project Management Support Services
TO Project Number (TORFP #):	R95R4400395
Functional Area:	Functional Area 10, IT Management Consulting Services
TORFP Issue Date:	02/27/2014
Questions Due Date and Time:	03/21/2014 at 03:00 PM Local Time
Closing Date and Time:	03/31/2014 at 02:00 PM Local Time
TORFP Requesting Agency:	Baltimore City Community College
Send Questions and Proposals to:	Daniel A. Coleman, J.D. Phone: 410- 209-6030 Fax: 410-209-6094 e-mail: DaColeman@bccc.edu
TO Procurement Officer:	Daniel A. Coleman, J.D Office Phone Number: 410- 209-6030 Office Fax Number: 410-209-6094
TO Manager:	Dr. Tom Wamalwa Office Phone Number: 410-462-7738 Office Fax Number: 410-462-8025 e-mail address twamalwa@bccc.edu
TO Type:	Fixed Price (FP) and Time and Materials (T&M)
Period of Performance:	4 Years with one option year.
MBE Goal:	15%
VSBE Goal:	0.5%
Small Business Reserve (SBR):	No
Primary Place of Performance:	BCCC 2901 Liberty Heights Avenue Baltimore, MD 21215
TO Pre-proposal Conference:	BCCC 3100 Towanda Avenue Auditorium Baltimore, MD 21215 03/17/2014 at 10:00 AM Local Time See Attachment 6 for directions.

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT

In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS+ RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments.

All times specified in this document is local time, defined as Eastern Standard Time or Eastern Daylight Time, whichever is in effect.

1.2 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the TO:

- **TO Procurement Officer** – The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement.
- **TO Manager** - The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administrative functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS+ Master Contract.

The TO Manager will assign tasks to the personnel provided under this TORFP and will track and monitor the work being performed through the monthly accounting of hours deliverable for work types; actual work produced will be reconciled with the hours reported.

- **TO Contractor** – The CATS+ Master Contractor awarded the TO Agreement. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- **TO Contractor Manager** - TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolve any issues that may arise pertaining to the TO contractor support personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.
- **TO Support Personnel** – Any resource provided by the TO Contractor in support of this TORFP over the course of the TORFP period of performance.
- **Proposed Personnel** – Any individual named in the TO Proposal by the Master Contractor to perform work under the scope of this TORFP. Proposed personnel shall start as of TO Agreement issuance unless specified otherwise.

1.3 TO AGREEMENT

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

1.4 TO PROPOSAL SUBMISSIONS

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

1.5 ORAL PRESENTATIONS

All Master Contractors and proposed staff will be required to make an oral presentation to State representatives. The initial oral presentation will be uniform for all Offerors that meet minimum qualifications.

In the event that more than ten (10) Offerors meet minimum qualifications, Offerors meeting minimum qualifications will be required to participate in an initial oral presentation via telephone, the format of which will be determined and conveyed to the Offerors in advance. Offerors will be ranked based on their oral presentation, proposed resource resume and initial TORFP review. The top five (5) Offerors will be required to submit to in-person oral presentations that will include the proposed resource.

Significant representations made by an Offeror during the oral presentation or during the in-person interview shall be submitted in writing. All such representations will become part of the Offeror's proposal and are binding, if the TO Agreement is awarded to the Offeror. The TO Procurement Officer will notify Offeror of the time and place of oral presentations.

1.6 QUESTIONS

All questions must be submitted via email to the TO Procurement Officer no later than the date and time indicated in the Key Information Summary Sheet. Answers applicable to all Master Contractors will be distributed to all Master Contractors who are known to have received a copy of the TORFP.

Answers can be considered final and binding only when they have been answered in writing by the State.

1.7 TO PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at the time, date and location indicated on the Key Information Summary Sheet. Attendance at the pre-proposal conference is not mandatory, but all Offerors are encouraged to attend in order to facilitate better preparation of their proposals.

Seating at pre-proposal conference will be limited to two (2) attendees per company. Attendees should bring a copy of the TORFP and a business card to help facilitate the sign-in process.

The pre-proposal conference will be summarized in writing. As promptly as is feasible subsequent to the pre-proposal conference, the attendance record and pre-proposal summary will be distributed via email to all Master Contractors known to have received a copy of this TORFP.

In order to assure adequate seating and other accommodations at the pre-proposal conference, please send an email the TO Procurement Officer indicating your planned attendance no later than three (3) business days prior to the pre-proposal conference. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please contact the TO Procurement Officer no later than five (5) business days prior to the pre-proposal conference. The BCCC will make reasonable efforts to provide such special accommodation.

1.8 CONFLICT OF INTEREST

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

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

By submitting a Conflict of Interest Affidavit and Disclosure, the Master Contractor shall be construed as certifying all personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.

1.9 LIMITATION OF LIABILITY

The TO Contractor's liability is limited in accordance with Section 27 of the CATS+ Master Contract. TO Contractor's liability for this TORFP is limited to 1 times the total TO Agreement amount.

1.10 CHANGE ORDERS

If the TO Contractor is required to perform work beyond the scope of Section 2 of this TORFP, or there is a work reduction due to unforeseen scope changes, a TO Change Order is required. The TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change. No scope of work changes shall be performed until a change order is approved by DoIT and executed by the TO Procurement Officer.

1.11 TRAVEL REIMBURSEMENT

Expenses for travel performed in completing tasks for this TORFP shall be reimbursed in accordance with the CATS+ Master Contract.

1.12 MINORITY BUSINESS ENTERPRISE (MBE)

This TORFP has MBE goals and sub-goals as stated in the Key Information Summary Sheet above.

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation at the time of TO Proposal submission (See Attachment 2 Minority Business Enterprise Forms and Section 3 Task Order Proposal Format and Submission Requirements). **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time of TO Proposal submission will result in the State's rejection of the Master Contractor's TO Proposal.**

1.12.1 MBE PARTICIPATION REPORTS

BCCC will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements.

- A) Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS+ Master Contract by the 15th day of each month.
- B) The TO Contractor shall provide a completed MBE Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment 2, Form D-5) to BCCC at the same time the invoice copy is sent.
- C) The TO Contractor shall ensure that each MBE Subcontractor provides a completed Subcontractor Paid/Unpaid MBE Invoice Report (Attachment 2, Form D-6).
- D) Subcontractor reporting shall be sent directly from the subcontractor to the BCCC. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Manager.

1.13 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)

This TORFP has a VSBE subcontract participation goal as stated in the Key Information Summary Sheet above, representing the percentage of total fees paid for services under this TO. By submitting a response to this solicitation, the bidder or offeror agrees that this percentage of the total dollar amount of the contract will be performed by verified veteran-owned small business enterprises.

1.14 NON-DISCLOSURE AGREEMENT

1.14.1 NON-DISCLOSURE AGREEMENT (OFFEROR)

A reading room is currently not anticipated for this TORFP, however in the event that the need arises, the following applies:

Certain system documentation may be available for potential Offerors to review at a reading room at BCCC's address. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

1.14.2 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

Certain system 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.

1.15 LIVING WAGE

The Master Contractor shall abide by the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. An Affidavit of Agreement shall be submitted as part of the Master Contract Agreement in accordance with the CATS+ Master Contract.

All TO Proposals shall be accompanied by a completed Living Wage Affidavit of Agreement, Attachment 13 of this TORFP.

1.16 IRANIAN NON-INVESTMENT

All TO Proposals shall be accompanied by a completed Certification Regarding Investments in Iran, Attachment 16 of this TORFP.

1.17 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

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

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

1.18 MERCURY AND PRODUCTS THAT CONTAIN MERCURY

THIS SECTION IS NOT APPLICABLE TO THIS TORFP

1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP

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SECTION 2 - SCOPE OF WORK

2.1 Purpose

The intent of this TORFP is to deliver PMO capabilities to BCCC to perform all of the core project management and implementation supervision roles for a commercial off the shelf (COTS) Enterprise Resource Planning (ERP) project in full compliance with the SDLC and PMBOK as well as provide personnel on demand for specific types of support that is required to execute the project. It is anticipated that the Core PMO Team shall consist of a minimum of two persons; the Project Manager, and a Project Management Assistant. These positions will be proposed as key personnel. Additional personnel will be added to the Task Order utilizing a Work Order process, as defined in Section 2.12, as necessary to accomplish specific project work. Typically, these services are isolated to one or more SDLC Phases and are not needed for the entire length of the project.

Additional MITDP Project Management Services may be provided by this TO utilizing a Fixed Price (FP) or Time and Material (T&M) Work Order process. This shall allow BCCC to incrementally add project resources needed to manage MITDP projects in-scope under this TORFP. In order extend services to an additional MITDP, the following steps shall occur:

1. A Change Order shall be made to the TO in order to include funding from the additional project to be supported.
2. The Change Order shall be approved by DoIT.
3. Separate Work Orders shall be established to ensure that PMO support for each project is tracked and paid for separately. Fixed Price (FP) Work Orders shall be dedicated to a single MITDP. Time and Materials (T&M) personnel may work on more than one MITDP, but they shall account for their time worked for each project on separate Work Orders.

The State intends to solicit separate procurements for COTS ERP implementation services, which are not part of this TORFP. The Offeror awarded a Task Order under this TORFP shall not be eligible to compete for any ERP implementation service procurements for the COTS ERP project or any other IT (MITDP) projects managed under this TO.

The Master Contractor shall submit the resumes of two (2) key personnel to perform the work under this TO Agreement. BCCC intends to make a single award for the services described in this TORFP.

2.2 REQUESTING AGENCY BACKGROUND

BCCC provides outstanding educational, cultural, and social experiences to the residents of Baltimore City, the State of Maryland, and surrounding areas. The College's accessible, affordable, comprehensive programs include college transfer and career preparation, technical training, and life skills training. The College provides a variety of student services that meet and support the learning needs of an increasingly diverse student population. BCCC is a dynamic higher education institution that is responsive to the changing needs of its stakeholders: individuals, businesses, government, and educational institutions of the community.

BCCC is an institution of higher education and a State agency which provides outstanding educational, cultural, and social experiences to the citizens of Baltimore, the State of Maryland, and surrounding areas. BCCC's administrative system needs to be replaced as it is no longer sufficient to support the business functions and comply with federal, State and local regulations.

2.2.1 BCCC Current Technology Environment

The College's IT Services department is a group of 30+ employees that support; desktop, helpdesk, lab support, and audiovisual (A/V). The department also has groups that encompass programmer/analysts, systems/network and telecom support. The main systems are Exchange email, a legacy ERP, Blackboard as the Learning Management System (LMS) and various discipline related departmental applications. SharePoint and SQL Server are used.

The network infrastructure is supported by a 10GB fiber backbone throughout the College. Each of the major campus locations is supported by its own Internet connection. All workstations are attached to the network infrastructure through switched 100Mbps Ethernet connections. The connectivity equipment is provided by Cisco Systems. The primary operating systems are Microsoft Windows 7 at the desktop and MS Windows Server at the server level.

The primary desktop application suite is Microsoft Office 2010. Plans are underway to institutionalize a regular equipment refresh program for PCs, A/V and other common equipment.

Academically, the technology is centered on the Blackboard Enterprise System. All academic courses, traditional and online, are represented within the College's Blackboard system.

Of interest for the purpose of this engagement, the College's current Student Information Management System (SIMS) application was provided by Regent Education Inc., a company that has since changed its focus toward financial aid software. The SIMS system is run on a Hewlett Packard (HP) minicomputer. Support is limited or provided in-house for this legacy ERP system.

Presently, BCCC employs a staff of programmers/systems analysts that maintain the system and prepares custom reports and/or programming changes as needed. The user interface is a text-based application. There is a web component that has been adapted to the existing environment by the in-house staff for basic functionality. The student portal supports basic student needs while the faculty portal allows for classroom operations.

As a State agency, the College utilizes the State of Maryland FMIS financial module and only basic functions of the State's human resource and payroll systems.

At the conclusion of the ERP System project's SDLC Phase 4, BCCC will proceed through the procurement process of acquiring a modern, COTS ERP system to replace the legacy system.

2.3 PROJECT BACKGROUND

BCCC will be replacing its "administrative system" which consists of legacy (mainframe and COBOL based) modules, some no longer supported by vendor. This non-integrated system cannot support basic compliance regulations or enhanced business functions. BCCC has been found deficient in recent audits and is out of compliance with State & federal security mandates. BCCC requires an integrated system to support its business processes; business processes must be standardized, and the network identity management system must be upgraded to avoid identifying students by Social Security Numbers and birthdates. The current system is not integrated, causing administrative inefficiencies, data duplication, security gaps and operational issues. BCCC requires a COTS ERP system to address the current deficiencies. Currently, the project is in the planning phase (SLDC Phase 3). The planning phase will define an estimated 36-48 month process to establish the following major COTS ERP modules:

- Finance, including the chart of accounts (COA)

- Student & Financial Aid
- Human Resources
- Web Portal
- Operational Data Store & warehouse, reporting tool

An enterprise level, COTS ERP system shall entirely replace the legacy systems. Students shall have ability to better manage their academic portfolio; staff shall be able to perform basic and advanced administrative functions, and faculty shall have the ability to perform classroom management and communicate with students on a daily basis.

The following areas are considered in scope for the COTS ERP project:

1. Identity Management System that provides single sign on integration with the COTS ERP system and other third party products
2. Disaster Recovery/ Business Continuity (DR/BC) capability
3. Data Warehouse for operational reporting
4. Ad hoc reporting tool
5. Dashboards and analytical tools
6. Web Portal
7. Classroom Room Utilization tool
8. Document Imaging
9. Interfaces to State of Maryland systems (i.e. FMIS, Annapolis Data Center Mainframe System, other systems)
10. Federal Systems interfaces (i.e. Department of Education, Financial Aid, 1098-T (IRS), Homeland Security –SEVIS, National Clearing House),
11. Infrastructure planning and upgrades to support items 1-10 above.

2.4 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall comply with all applicable laws, regulations, policies, standards, and guidelines affecting information technology and 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 security and technology project execution.

The following policies, guidelines and methodologies can be found at the DoIT site (<http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>). These may include, but are not limited to:

- The State of Maryland System Development Life Cycle (SDLC) methodology
- The State of Maryland Information Technology Security Policy and Standards
- The State of Maryland Information Technology Non-Visual Access Standards

- The TO Contractor shall follow project management methodologies consistent with the Project Management Institute's Project Management Body of Knowledge Guide.
- TO Contractor assigned personnel shall follow a consistent methodology for all TO activities.

2.5 GENERAL REQUIREMENTS

2.5.1 Introduction

This section provides an overview of the Project Management Services available on this Task Order.

The strategy for this Task Order is to provide two capabilities for managing the COTS ERP Project:

1. The ERP Core Project Management Office Team's (Core PMO Team) responsibility is to provide a long term leadership, direction, and planning and oversight capability; to assist BCCC in managing the COTS ERP project. The scope of work for this team is ONLY the COTS ERP Project. In the event that an additional MITDP is added to this Task Order, a separate Work Order will be required to activate a Core PMO Team for that project. The Core PMO Team shall operate in three separate pricing models based on SDLC Phases for the COTS ERP project. A formal NTP will be issued by the TO Manager for each phase listed below:
 - a. During the SDLC Phase 3 - Planning Phase, the Core PMO Team shall work on a Fixed Price by Deliverable basis as it develops the SDLC required planning documentation for the project. The period of performance for this activity shall be approximately six (6) months from the Contract's initial NTP.
 - b. During SDLC Phase 4 - Requirements Phase, the Core PMO Team shall work on a Fixed Price per Month basis while requirements are developed in preparation for the implementation phases of the project. The Core PMO Team shall work on this basis until the COTS ERP project moves to SDLC Phase 5, Design.
 - c. During the SDLC implementation phases (SDLC Phase 5 - Design through SLDC Phase 8 - Implementation to Full Production, the Core PMO Team shall work on a Fixed Price per Month basis.
 - d. This task shall end at the end of SDLC Phase 8. Typically, the first year of SDLC Phase 9 (Operations and Maintenance) is considered to be a part of the MITDP. If BCCC requires PMO services in SDLC Phase 9, a separate Work Order will be used to provide these services.
2. Additional project management capability may be provided by Work Order to address project management work that is only required during specific times in the lifecycle of the project. These resources shall only be utilized when they are needed for specific tasks. These task areas will be further described in following sections of the TORFP. All of the tasks and artifacts are based upon the State of Maryland IT SDLC, which can be found at <http://doit.maryland.gov/SDLC/Pages/SDLCHome.aspx>

2.5.2 CORE PMO TEAM SERVICES

2.5.2.1 Foundation PMO Services

These services are applicable throughout the entire TO period of performance.

The Core PMO Team capability is intended to initially provide long term project management support for the COTS ERP project. This includes but is not limited to the following requirements which apply to all phases (SDLC Phases 3 – 8) of the project:

1. Directly oversee all members of the Core PMO Team (both core and additional services staff provided by Work Order) to ensure that they have proper direction and guidance in the execution of their duties.
2. Oversee the execution of all project management processes documented in the PMP to ensure that all project management processes are effectively managed in accordance with the State SDLC and PMBOK best practices. The PM shall institute changes in project management processes (and associated documentation) as necessary to ensure that the project is executed within scope, budget and schedule and at an acceptable level of risk. Specific processes include:
 - a. Scope Management
 - b. Schedule Management
 - c. Cost Management
 - d. Quality Management
 - e. Staffing Management
 - f. Communications Management
 - g. Risk Management
 - h. Procurement Management
 - i. Change Management
3. Serve as the primary focal point for communications between Agency leadership, project stakeholders and members of the project team including both PMO and Implementation Contractor personnel.
4. Serve as an advisor to the Agency Sponsor and the TO Manager to ensure that the project is managed as effectively as possible.
5. In all cases where artifacts are created by Work Orders and accepted by BCCC, it shall be the responsibility of the Core PMO Team to make all necessary changes and corrections to documents during future phases of the project.
6. Provide the following services:
 - a. **Requirements Management:** Requirements Management includes the following activities:
 - i. Overseeing and managing the process of identifying and documenting system requirements by creation of functional and non-functional requirement documents, “as-is” and “to-be” cross-functional flow diagrams and the Requirements Traceability Matrix.
 - ii. Ensuring that requirements are implemented in the development of procurement and/or design documents and recorded in the Requirements Traceability Matrix (RTM).
 - iii. Ensuring that the testing process correctly tests system functionality based on documented requirements.
 - iv. Ensure that all requirements documentation is updated and modified as necessary over the course of the project.
 - b. **Annual Information Technology Procurement Request (ITPR):** Initially when the project transitions from SDLC Phase 4 (Requirements to SDLC Phase 5 (Design) and annually thereafter in conjunction with the budget process, the Core PMO Team shall

- provide support to BCCC to provide analysis and documentation support necessary to ensure that the ITPR submission is successfully completed on time
- c. **Meeting Coordination:** Provide the following support for meetings related to the project:
- i. Conduct a Kick Off meeting at the beginning of the contract.
 - ii. Schedule and hold a weekly status meeting for the COTS ERP project team members and stakeholders.
 - iii. Coordinate and schedule any other meetings required in the execution of the project.
 - iv. Record and archive meeting minutes for all meetings attended by the Core PMO Team.
- d. **Project Reporting:** for the duration of the project, provide the following reporting services:
- i. For the duration of the project, provide a weekly status report.
 - ii. For the duration of the project, provide monthly Financial Reports utilizing the DoIT standard financial reporting spreadsheet.
 - iii. Ad hoc reporting needed to satisfy external or management information requests.
 - iv. Other reporting requirements as requested by the TO Manager.

2.5.2.2 Project Management Planning Phase (Fixed Price by Deliverables)

Services to create project planning documents and the Foundation PMO Services (see Section 2.5.2.1) shall be provided during SDLC Phase 3 of the COTS ERP Project on a Fixed Price by Deliverable basis. This task shall begin based on the initial NTP for the TO and will terminate when all planning deliverables have been accepted by BCCC. Period of Performance for this phase of the work is approximately six (6) months from initial project NTP. The deliverables to be provided include:

- PMO Documentation Delivery Schedule This document is a schedule for completing the remainder of the documents in this section. When the Integrated Master Schedule is completed and approved, it shall replace this schedule.
- Project Organization Chart
- Project Scope Statement (PSS)
- Responsibility Assignment Matrix (RAM)
- Project Staffing Estimates
- Work Breakdown Structure (WBS)
- Project Management Plan (PMP) including all sub-plans.
- Integrated Master Schedule (IMS)
- Test Master Plan (TMP)

Templates exist for all of these deliverables documents on the DoIT Web Site at <http://doit.maryland.gov/SDLC/Pages/Templates.aspx>. The TO Contractor shall use these templates to the maximum extent possible in the development of these documents.

A 10% retainage will be held on all deliverables until completion of the Phase 4 to Phase 5 ITPR Project Implementation Request (PIR) review has been approved by DoIT. During this review, all project documentation is reviewed and will be approved by DoIT for the project to proceed to SDLC Phase 5 which begins project implementation. See Section 2.10.Retainage.

Note: TO Contractor shall be responsible for maintaining and updating and maintaining the documents described in this section for the remainder of the COTS ERP project.

2.5.2.3 Requirements Development Phase (Fixed Price per Month)

The Requirements Development Phase shall be provided on a Fixed Price per month basis. The Requirements Development Management Phase (SDLC Phase 4) begins when all projects planning documentation is complete and approved by BCCC thus finishing SDLC Phase 3.

The TO Manager will issue a separate NTP to begin this segment of the Core PMO Team's work.

During this segment, the Core PMO Team shall:

1. Provide Foundation PMO Services as described in Section 2.5.2.1.
2. Assist BCCC in developing the necessary Work Orders to execute the requirements definition and documentation and any other project work which must be completed in this phase.
3. Provide direction and oversight to manage the requirements identification and documentation work which is staffed by a separate Work Order.
4. Provide direction and oversight to support the RFP creation process for all procurements required to execute the implementation phases of the COTS ERP project.
5. Provide direction and oversight for manage any additional Work Orders established during this phase of the project.

This segment of the Core PMO Team's work concludes upon the award of a contract to the Implementation Contractor responsible for providing the COTS ERP system to BCCC.

2.5.2.4 Implementation Management Phase (Fixed Price per Month)

The Implementation Management Phases will be provided on a Fixed Price per month basis.

The TO Manager will provide a separate NTP for this segment after an implementation contractor has been awarded.

During the implementation phases of the project (SDLC Phases 5 – 8) the Core PMO Team shall be responsible for providing Foundation PMO Services as described in Section 2.5.2.1 as well as providing oversight over the activities of other Implementation Contractor(s) and BCCC personnel working on the project, serving as the eyes and ears of the Agency sponsor and stakeholders. This includes, but is not limited to the following activities:

- 1) Ensuring that all Contractor(s) tasks are represented in the IMS and that Contractor(s) are following the IMS, completing tasks on schedule.
- 2) Maintaining the IMS based on inputs from the Implementation Contractor(s) and BCCC.
- 3) Providing quality management services to ensure that Implementation Contractor(s)' deliverables meet contract and project requirements and are meeting quality standards. This includes but is not limited to quality assurance activities outlined in the Quality Management Plan.
- 4) Tracking all Contractor(s) costs to ensure that costs are staying within budget estimates.

- 5) Ensuring that issues and risks affecting other stakeholders are identified, analyzed and addressed as necessary.

2.5.3 ADDITIONAL PROJECT SERVICES

The TO Contractor may provide additional services, deliverables, and resources as requested by the Agency by responding to Work Orders on a FP or T&M basis. It is anticipated that Work Orders will be issued for additional support for project activities including but not limited to:

2.5.3.1 Requirements identification and documentation (SDLC Phase 4):

2.5.3.1.1 Requirements Analysis Services

The requirements analysis activities shall address the following:

1. Provide business process review, analysis and documentation services
2. Provide business analysis services for the target audience which are the departmental client organizations as part of the business process review including:
 - a) Financial Aid,
 - b) Student Affairs,
 - c) Academic Affairs,
 - d) Human Resources,
 - e) Business and Continuing Education Department (BCED)
 - f) Business and Finance.
 - g) Institutional Advancement, Foundation, Marketing and Research
 - h) Information Technology Services
 - i) Finance,
 - j) The general student community
3. Review and leverage the huge investment in the Business Process Re-engineering (BPR) documentation produced by earlier studies.
4. Provide ERP business and technical requirements gathering and prioritization
5. Provide requirements documentation including:
 - a) Documenting business requirements to meet institutions needs
 - b) Documenting technical requirements to select a modern state of the art, “best fit” and sustainable ERP system for the College
 - c) Documenting an ERP system that is sustainable, viable, comprehensive, robust, maintainable, and expandable. The system should be compatible and be able to integrate with a broad variety of third-party software that augment the core system including tools, software development, management and data reporting/warehouse environments.
 - d) Documenting business and technical requirements at a detailed level, specifically by ERP module and by sub-module process (feature and/or functionality) for both business and technical requirements.
 - e) Providing specifications rating criteria to be a natural outcome of the specifications criteria. Self-documenting rubric (from requirements to evaluation rating) and an accompanying methodology
 - f) Developing a COTS Fit-Gap Analysis document (a required DoIT SDLC document) to be used as a part of the RFP so that BCCC client departments, ERP Working Group, and Executive Steering Committee can easily see selected specification/criteria and the relevant rating and strength of element for each ERP vendor.
6. Provide business analysis services to create:
 - a) Functional Requirements Document (FRD).
 - b) Requirements Traceability Matrix.

- c) COTS Fit Gap Analysis
- d) As-Is and To-Be cross functional flow diagrams to illustrate current and new business processes.

2.5.3.1.2 Functional Requirements Document (FRD) Deliverable

This document is a formal statement of the system's functional requirements including, but not limited to functional process requirements, data requirements, system interface requirements and non-functional or operational requirements.

2.5.3.1.3 Requirements Traceability Matrix Deliverable

This table links requirements to their origin and traces them throughout the project lifecycle. This table provides requirements traceability from requirements definition, through product selection and customization to testing. The RTM shall be created at the beginning of the requirements analysis process and updated as additional requirements are identified and documented. This document shall be constantly updated as the project moves into the implementation phases to provide the desired requirements traceability to design, configuration and testing documentation.

2.5.3.1.4 COTS Fit-Gap Analysis Services

Identifies in detail the extent to which the COTS solution meets each of the validated requirements and how all gaps shall be addressed in the new system. This document shall be used as a part of the RFP for the production system.

2.5.3.1.5 Business Process Change Management Plan Deliverable

The Business Process Change Management Plan documents the specific plans to implement agreed-upon changes to the end user's business processes to achieve BCCC goals and to successfully utilize the ERP system.

2.5.3.2 Procurement Documentation Deliverables

After requirements have been established and documented, TO Contractor may be tasked by Work Order to:

1. Lead business and technical specifications/requirements gathering and prioritization efforts.
2. Assist BCCC in the authoring of RFP documents which will be used to provide implementation services
3. Assist BCCC in executing procurements to acquire additional Implementation Contractor(s) for the project.

2.5.3.3 Business Process Redesign Services

When acquiring and configuring COTS software, constant tradeoff decisions are necessary in terms of making choices between business process redesign and COTS system customization. TO Contractor may be tasked by Work Order to:

1. Provide analysis support to determine the best approach to conform system capabilities to expected business practice.
2. Provide business process change strategies and support to assist the organization in planning and executing process changes to adapt to the new system.
3. Provide resource(s) with business analysis experience to review and document business processes in a higher education setting.

4. Participate in multiple business process review sessions. The College envisions approximately twelve (12) facilitated sessions of the most critical business processes to be required.
5. Review a previous study that was undertaken in 2009 using it as the baseline for process review by:
 6. Updating the previous Business Process Review
 7. Adding new processes to the Business Process Review
 8. Update with any significant updates or additions made since 2009.
9. Be able to provide high level and detailed business process review. The outcome of this activity shall provide a clear indication of the current business practices and the importance of those practices with respect to the future selection of the ERP.
10. Provide the updated Business Process Documents as a deliverable. This includes specific departmental processes that have changed and any new significant processes that have been instituted since 2009.

2.5.3.4 System Security Consensus Document (SSCD) Deliverable

This is a single document containing all information relevant to completing the system's Certification and Accreditation (C&A). The remainder of the tasks required to achieve C&A certification are the responsibility of the Implementation Contractor(s).

2.5.3.5 Post Implementation Review Report Deliverable

This document summarizes the assessment of implementation activities at the end of the Implementation Phase.

2.5.3.6 Testing Services

During SDLC Phases 6 and 7, testing resources may be needed in order to:

- 1) Develop Test Plans
- 2) Develop test scripts and test cases
- 3) Provide testing services
- 4) Coordinate and document User Acceptance Testing.

Note: These services are separate and distinct from the Core PMO Team requirement to develop a Test Plan.

2.5.3.7 Subject Matter Experts (SME) Resource

During all SDLC phases, it may be necessary to bring on SMEs for several purposes:

- 1) To assess specific issues or problems in areas in which neither the State nor Contractor(s) on the project have sufficient expertise to address.
- 2) To provide a backfill capability for State employees who are needed to work on the project. In this case, personnel with skills similar to existing State employees may be recruited and used to directly support Agency operations in order to free up State employees to work on the project.

2.5.3.8 Training Personnel Resource

During SDLC Phases 7 and 8 it may be necessary to bring on trainers to perform the following functions:

- 1) Prepare training materials that will be needed to train personnel in the proper use of the new system
- 2) Trainers who can perform “Train the Trainer” classes to train Agency personnel to provide classes to other State Personnel
- 3) Trainers who can provide direct training to State employees who are to use the new system.

2.5.3.9 Rollout Planning and Support Services

During phases 7 and 8 it may be necessary to bring on rollout planning and support personnel to:

- 1) Provide a planning capability to assist the Agency in planning a smooth transition from the old system to the new system.
- 2) Provide rollout support personnel who can assist the State in coordinating and conducting the system rollout.

2.5.3.10 Collaboration Support Tool Setup and Management Services

BCCC intends to use several software tools including SharePoint to provide collaboration among the stakeholders and members of the project team to more effectively manage the project and communicate effectively with business stakeholders. Services may be needed to configure, support and administer these tools during the project lifecycle. TO Contractor may be asked via a Work Order, to provide technical staff to support the use of these tools.

2.5.3.11 Document Imaging Requirements Services

The ability to integrate a document imaging system with the ERP is a critical requirement for BCCC. TO Contractor may be required to provide services to establish and document the functional requirements for an imaging system which shall be implemented as a part of the ERP system.

2.5.3.12 Identity Management Services

In order to provide an LDAP single sign on capability and effective security control for the ERP system and other BCCC systems, it shall be necessary to implement a redesigned identify management system for BCCC’s network operating system. TO Contractor may be requested to provide project management and planning support services necessary to accomplish this task prior to implementation of the ERP. Implementation services shall be provided by a separate TO.

2.5.3.13 Other Project Management Services as Required

During the course of the project, it may be necessary to accomplish additional tasks that have not been identified at this time.

2.5.4 SERVICE LEVEL AGREEMENT (SLA)

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.5.5 BACKUP / DISASTER RECOVERY

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.5.6 REQUIREMENTS FOR HARDWARE, SOFTWARE, AND MATERIALS

Office space, telephone, network access, computers and software will be provided for the Core PMO Team at BCCC to provide an environment for them to work in close proximity to the BCCC sponsor and executive sponsor and other BCCC IT personnel who are working on the project.

Each Work Order will separately establish the work location, and source of network access, computers and software necessary for the Work Order team to perform their tasks.

2.6 PERFORMANCE AND PERSONNEL

2.6.1 WORK HOURS

- Business Hours Support: The TO Contractor's collective assigned personnel shall support core business hours (8:30 AM to 5:00 PM), Monday through Friday except for State holidays, observed by the BCCC .
- State-Mandated Service Reduction Days: TO Contractor shall be required to participate in State-mandated Service Reduction Days as well as State Furlough Days. In this event, the TO Contractor will be notified in writing by the TO Manager of these details.
- Minimum and Maximum Hours: Full-time TO Contractor personnel shall work a minimum of 40 hours per week with starting and ending times as approved by the TO Manager. A flexible work schedule may be used with TO Manager approval, including time to support any efforts outside core business hours. TO Contractor personnel may also be requested to restrict the number of hours TO Contractor personnel can work within a given period of time that may result in less than an eight hour day or less than a 40 hour work week.
- Vacation Hours: Requests for leave shall be submitted to the TO Manager at least two weeks in advance.

2.6.2 PERFORMANCE EVALUATION

TO Contractor personnel will be evaluated by the TO Manager monthly for assignments performed during that period. The TO Manager shall evaluate performance of each TO Contractor resource using the established performance evaluation form included as Attachment 18.

2.6.3 PERFORMANCE ISSUE MITIGATION

At any time during the TO period of performance, should the performance of a TO Contractor resource is rated "unsatisfactory", BCCC will pursue the following mitigation procedures prior to requesting a replacement employee:

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

2.6.4 SUBSTITUTION OF PERSONNEL AFTER AWARD

The substitution of personnel procedures is as follows:

- A) The TO Contractor may not substitute key personnel without the prior approval of the TO Manager.
- B) To replace any personnel, the TO Contractor shall submit resumes of the proposed personnel specifying their intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.
- C) Proposed substitute personnel shall be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.

2.6.5 PREMISES AND OPERATIONAL SECURITY

- A) The TO Contractor's employees shall upon arrival at BCCC report to Public Safety and acquire a temporary ID badge which they will promptly display during their tenure at the College. Upon their completion of their work assignment and/or their separation from the Core PMO Team, the TO Contractor shall return their ID badge to the Public Safety Department.

2.7 DELIVERABLES

2.7.1 DELIVERABLE SUBMISSION

For every deliverable, the TO Contractor shall request that the TO Manager confirm receipt of that deliverable by sending an Agency Receipt of Deliverable form (Attachment 8) with the deliverable. The TO Manager will acknowledge receipt of the deliverable via email using the provided form.

For every deliverable, the TO Contractor shall submit by email a Deliverable Product Acceptance Form (DPAF), provided as Attachment 9, to the TO Manager in MS Word (2007 or greater).

Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project and/or Microsoft Visio versions 2007 or later. At the TO Manager's discretion, the TO Manager may request one hard copy of a written deliverable.

A standard deliverable review cycle will be elaborated and agreed-upon between the State and the TO Contractor. This review process is entered into when the TO Contractor completes a deliverable.

For any written deliverable, the TO Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in Section 2.7.3. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in Section 2.7.3.

2.7.2 DELIVERABLE ACCEPTANCE

A final deliverable shall satisfy the scope and requirements of this TORFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in Section 2.7.4 Deliverable Descriptions/Acceptance Criteria.

The TO Manager shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The TO Manager is responsible for coordinating comments and input from various team members and stakeholders. The TO Manager is responsible for providing clear guidance and direction to the TO Contractor in the event of divergent feedback from various team members.

The TO Manager will issue to the TO Contractor a notice of acceptance or rejection of the deliverable in the DPAF (Attachment 9). Following the return of the DPAF indicating “Accepted” and signed by the TO Manager, the TO Contractor shall submit a proper invoice in accordance with the procedures in Section 2.11. The invoice must be accompanied by a copy of the executed DPAF or payment may be withheld.

In the event of rejection, the TO Manager will formally communicate in writing any deliverable deficiencies or non-conformities to the TO Contractor, describing in those deficiencies what shall be corrected prior to acceptance of the deliverable in sufficient detail for the TO Contractor to address the deficiencies. The TO Contractor shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.

Subsequent reviews for a deliverable containing deficiencies will be limited to the original deficiencies and the portions of the deliverable that were dependent on the deficiencies.

2.7.3 MINIMUM DELIVERABLE QUALITY

The TO Contractor shall subject each deliverable to its internal quality-control process prior to submitting the deliverable to the State.

Each deliverable shall meet the following minimum acceptance criteria:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable’s content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) In each section of the deliverable, include only information relevant to that section of the deliverable.
- E) Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
- F) Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
- G) Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.

A draft written deliverable may contain limited structural errors such as incorrect punctuation, and shall represent a significant level of completeness toward the associated final written deliverable. The draft written deliverable shall otherwise comply with minimum deliverable quality criteria above.

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2.7.4 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

The TO Contractor may suggest other subtasks, artifacts, or deliverables to improve the quality and success of the assigned tasks. Only Core PMO Team deliverables are listed here. Each Work Order will provide a similar deliverable table applicable to that Work Order.

No.	Ref No.	Deliverable	Description/ Acceptance Criteria	Due Date / Frequency
2.7.4.1	2.5.2.2	PMO Documentation Delivery Schedule Note: This schedule is superseded by the Integrated Project Schedule when developed and approved.	A GANTT chart effectively describing the schedule for completing all Project Management Documentation through SDLC Phase 3. This document shall provide a schedule for the delivery of project management documentation through SDLC Phase 3. It is expected that the total time required to create the project planning documentation will be no more than 6 months from NTP.	NTP + 10 days
2.7.4.2	2.5.2.2	Project Organization Chart	Project Organization Chart, in MS Word or mutually agreed upon document) shall contain: Including: <ul style="list-style-type: none"> • BCCC roles and personnel • PMO roles and personnel • Business and IT sponsors • Implementation contractors (when available) 	NTP + 30 days or as modified by the PMO Documentation Delivery Schedule
2.7.4.3	2.5.2.2	Project Scope Statement	MS Word or Excel document (or mutually agreed upon document) that provide a short concise description of the scope of the project. This document defines what is and what is not in scope for the project. This document shall follow the format of the DoIT Scope Document found at http://doit.maryland.gov/SDLC/Pages/Templates.aspx	NTP + 30 days or as modified by the PMO Documentation Delivery Schedule

No.	Ref No.	Deliverable	Description/ Acceptance Criteria	Due Date / Frequency
2.7.4.4	2.5.2.2	Responsibility Assignment Matrix	<p>MS Word or Excel document (or mutually agreed upon document) that describe the roles and responsibilities of the project team and key stakeholders.</p> <p>This document shall provide roles and responsibilities in the form of a RACI Matrix identifying the following characteristics for each role and responsibility on the project:</p> <ul style="list-style-type: none"> • Responsible: Those who work to achieve the task or deliverable. • Accountable: Those who are ultimately responsible for completion of the task or deliverable. • Consulted: Those who’s opinion are sought about the task or deliverable. • Informed: Those who are kept informed of the status of the task or deliverable. 	NTP + 30 days or as modified by the PMO Documentation Delivery Schedule

No.	Ref No.	Deliverable	Description/ Acceptance Criteria	Due Date / Frequency
2.7.4.5	2.5.2.2	Project Staffing Estimates	<p>MS Word or Excel document (or mutually agreed upon document) that provides staffing estimates for the entire project and should consist of the following:</p> <ul style="list-style-type: none"> • Identification of all resources, both BCCC and contractor that will be required to complete the project • Expected source for the resource (BCCC staff, contractor or other) • Expected duration for resource need. • Budgeted cost. <p>As this is likely to be a COTS ERP implementation rather than development, the following shall also be provided</p> <ul style="list-style-type: none"> • Identification of all required software and hardware needed to support the ERP system • Budgeted costs for this hardware and software. • All other ancillary costs required to complete the project. <p>This document shall be updated as necessary as the project progresses through the SDLC Phases.</p>	NTP + 90 days or as modified by the PMO Documentation Delivery Schedule

No.	Ref No.	Deliverable	Description/ Acceptance Criteria	Due Date / Frequency
2.7.4.6	2.5.2.2	Work Break Down Structure	MS Word or Excel document (or mutually agreed upon document) that contains tiers showing project milestones or phases in the top level with a breakdown of major project tasks into manageable “work packages” underneath. Work packages at the bottom level should have no smaller than two-week durations and have measurable, testable, or observable outputs suitable for tracking project progress. The WBS shall comply with Maryland’s SDLC for the deliverable. This document shall be updated as the project progresses as work packages are completed and additional work packages are defined.	NTP + 90 days or as modified by the PMO Documentation Delivery Schedule

No.	Ref No.	Deliverable	Description/ Acceptance Criteria	Due Date / Frequency
2.7.4.7	2.5.2.2	Project Management Plan	<p>PMP provides fully SDLC and PMBOK compliant plans in all areas shown at left. MS Word or Excel document (or mutually agreed upon document) that documents all 9 process areas for managing the ERP project. The document shall articulate these plans for the project and are capable of being followed throughout the remainder of the project.</p> <p>Once approved by BCCC, The Core PMO Staff is responsible for:</p> <ol style="list-style-type: none"> 1. Updating the PMP as required during the remainder of the project. 2. Following these processes to manage the ERP project for the remainder of the project. <p>TO Contractor shall deliver a PMBOK and SDLC compliant PMP containing the following sub-plans:</p> <ol style="list-style-type: none"> 1. Scope Management Plan 2. Schedule Management Plan 3. Cost Management Plan 4. Quality Management Plan 5. Staffing Management Plan 6. Communication Management Plan 7. Risk Management Plan 8. Procurement Management Plan 9. Change Management Plan <p>The PMP shall comply with Maryland’s SDLC for the deliverable.</p>	NTP + 160 days or as modified by the PMO Documentation Delivery Schedule

No.	Ref No.	Deliverable	Description/ Acceptance Criteria	Due Date / Frequency
2.7.4.8	2.5.2.2	<p>Integrated Master Schedule (IMS) TO Contractor shall deliver an IMS using Microsoft Project which shall be used to track schedule performance throughout the project. As additional Implementation Contractor(s) are added to the project, their scheduled tasks shall be added to the IMS. TO Contractor shall be responsible for receiving input from other Implementation Contractor(s) on a weekly basis to keep the IMS current. Initially, a Project Baseline shall be established to cover SDLC Phases 3 and 4. The Baseline Schedule shall be updated and rebase lined at the conclusion of SDLC Phase 4 when requirements are known and the Implementation Contractor(s) have provided their tasks to add to the Integrated Schedule. TO Contractor is required to update and maintain this document thorough the project.</p>	<p>The IMS effectively models the actual and projected schedule for the project. It shall:</p> <ol style="list-style-type: none"> 1. Utilize the WBS to decompose all tasks for the project. 2. Identify and track all tasks for the project. Active tasks shall be no greater than 80 hours in duration. 3. Provide baseline schedules to support schedule variance analysis. 4. Be updated on a weekly basis to track progress on the project. <p>This document, is typically developed in Microsoft Project, provides a master project schedule which shall be used to manage the schedule throughout the project. This plan shall identify all tasks (including all contractor and BCCC tasks), durations, dependencies and resources for all tasks preformed on the project by all project Stakeholders including but not limited to BCCC, the Core PMO Team and Implementation Contractor(s).</p> <p>When this document is completed and approved by BCCC, it shall replace the PMO Project Documentation Schedule as the controlling schedule for all ERP project tasks.</p> <p>The activities durations in the master schedule should have the appropriate degree of granularity to manage and track project progress. The Integrated Master Schedule shall comply with Maryland’s SDLC for the deliverable.</p>	NTP + 160 days or as modified by the PMO Documentation Delivery Schedule

No.	Ref No.	Deliverable	Description/ Acceptance Criteria	Due Date / Frequency
2.7.4.9	2.5.2.2	<p>Test Master Plan Documents the scope, content, methodology, sequence, management of, and responsibilities for test activities. TO Contractor is required to update and maintain this document thorough the project.</p>	<p>MS Word or Excel document (or mutually agreed upon document) that shall effectively and completely document and communicate tasks and activities needed to ensure that the system is adequately tested and can be successfully implemented to meet stated requirements. The TMP shall provide the following sections:</p> <ul style="list-style-type: none"> • Purpose • Background • Scope • Glossary • Limitations and Traceability • Test Plans <ul style="list-style-type: none"> ○ Test Levels ○ Test Environment and Schedule ○ Resource Requirements ○ Test Material ○ Test Training ○ Test Methods and Evaluation • Test Descriptions. <p>For further information see the DoIT Test Master Plan Template at http://doit.maryland.gov/SDLC/Pages/Templates.aspx</p>	Due in accordance with the IMS

No.	Ref No.	Deliverable	Description/ Acceptance Criteria	Due Date / Frequency
2.7.4.10	2.5.2.1. 6.d	Weekly Status Report	Weekly status report provides the following information: <ol style="list-style-type: none"> 1. Tasks completed in the reporting period. 2. Tasks initiated in the reporting period. 3. Tasks which were scheduled to complete or start in the reporting period which did not complete or start. 4. Tasks anticipated to start in the next reporting period. 5. Risk Update: New Risks or updates on risk mitigation or status change for existing risks. 6. Issue Update: New Issues or updates on existing issues. 7. Planned personnel vacations or unavailability. 8. Other topics as necessary. 	Weekly beginning 1 week after initial NTP.
2.7.4.11	2.5.2.1. 6.d	Monthly Financial Report	Monthly Financial Report reports financial status of the project using the DoIT Monthly Financial Reporting Template.	Monthly, beginning one month after initial NTP.

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2.8 MINIMUM QUALIFICATIONS

2.8.1 OFFEROR'S COMPANY MINIMUM QUALIFICATIONS

Only those Master Contractors that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation. The Master Contractor's proposal and references will be used to verify minimum qualifications. The Master Contractor's proposal shall demonstrate meeting the following minimum requirements:

- A. Offeror shall provide evidence of having provided PMO services managing three (3) IT development projects implementing an IT system costing in excess of \$10M.
- B. Offeror shall provide evidence of having provided Project Management services for 2 IT development project in a higher educational setting (college, university or community college) with individual costs in excess of \$5M.
- C. At least one of the above projects must have included PMO services for projects involving the acquisition and implementation of an ERP system in a higher educational setting.

2.8.2 OFFEROR'S PERSONNEL MINIMUM QUALIFICATIONS

Only those Master Contractors supplying key proposed personnel that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation.

The proposed staff shall meet the following minimum qualification criteria for the Master Contractor to be eligible for consideration in the evaluation of this TORFP.

Resumes shall clearly outline starting dates and ending dates for each applicable experience or skills.

The key personnel for this TORFP consist of the Project Manager, who is responsible for directing and managing the PMO as well as the BCCC ERP and the Project Management Assistant.

2.8.2.1 Project Manager

The Project Manager shall meet the following minimum qualifications:

- A. The Project Manager shall meet the minimum qualifications for the Project Manager Labor Category in the CATS+ RFP, Section 2.10.
- B. Project Manager shall hold a current Project Management Professional certification from the Project Management Institute.
- C. Project Manager shall have a minimum of three (3) years' experience as the project manager for one or more IT projects with a cost over \$10M.
- D. Project Manager shall have at least 1 year of project management experience implementing an enterprise-wide ERP system.

2.8.2.2 Project Management Assistant

The Project Management Assistant shall meet the following minimum qualifications:

- A. The Project Management Assistant shall meet the minimum qualifications for the Project Control Specialist Labor Category in the CATS+ RFP, Section 2.10.

- B. Project Management Assistant shall have at least 2 years' experience working as a staff member of a PMO managing project(s) with a cost in excess of \$10M.

2.9 TO CONTRACTOR AND PERSONNEL OTHER REQUIREMENTS

The following qualifications are expected and will be evaluated as part of the technical proposal.

It is preferred that the Project Manager for this TORFP meets the following requirement:

- A. Project Manager has a minimum of two (2) years' experience as a project manager or manager of a PMO for an IT project at an educational institution with a project cost over \$1M.
- B. The Project Manager shall maintain his/her Project Management Professional certification throughout the period of the TO.

2.10 RETAINAGE

Ten (10) percent of the price shall be retained from all fixed price deliverables described in Section 2.5.2.2, Project Management Planning. These funds will be released upon approval by DoIT for the BCCC ERP project to progress to Phase 5 (Implementation).

2.11 INVOICING

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract. Proper invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and shall be submitted to the TO Manager for payment approval.

Payment will only be made upon completion and acceptance of the deliverables as defined in Section 2.7.4.

2.11.1 FP AND T&M

Invoicing shall be submitted monthly by the 15th of the following month for FP and T&M Work Orders. Invoicing for T&M Work Orders shall reflect costs for hours worked during the prior period and shall be accompanied by signed Deliverable Product Acceptance Form (DPAF) for all invoices submitted for payment. Payment of invoices will be withheld if a signed DPAF (Attachment 9) is not submitted with the invoice.

2.11.2 FP DELIVERABLES (SDLC PHASE 3)

Invoices for FP Deliverables shall be submitted with a DPAF form upon acceptance of the deliverable by the State. In those cases where pricing is based upon a group of deliverables, the DPAF and invoice shall be submitted when all deliverables in the group have been accepted by BCCC. Payment of invoices will be withheld if a signed DPAF (Attachment 9) is not submitted.

2.11.3 FP FOR REQUIREMENTS DEVELOPMENT AND IMPLEMENTATION MANAGEMENT PHASES (SDLC PHASE 4 AND SDLC PHASES 5 – 8)

After the last business day of the month, the TO Contractor shall submit a DPAF form to the TO Manager for approval of FP services provided under Section 2.5.2.3 or Section 2.5.2.4. The TO Manager will use the DPAF form to approve services for the task for the prior month and send it back

to the TO Contractor. The TO Contractor shall submit the DPAF form with the invoice for the work on the task by the 15th of the month for the previous month's work.

2.11.4 TIME SHEET SUBMISSION AND ACCEPTANCE FOR T&M WORK ORDERS

This report is not required unless there are personnel working on T&M work orders.

Within three business days after the 15th and last day of the month, the TO Contractor shall submit to the TO Manager a semi-monthly timesheet for the preceding half month providing data for all personnel resources provided under T&M Work Orders. TO Contractor shall submit a DPAF form with each timesheet to be used by the TO Manager to approve the timesheet.

At a minimum, each semi-monthly timesheet shall show:

- A) Title: "Time Sheet for Work Order X"
- B) Issuing company name, address, and telephone number
- C) For each employee /resource:
 - a) Employee / resource name
 - b) For each week ending date, e.g., "Week Ending: mm/dd/yyyy" (weeks run Sunday through Saturday)
 - (1) Tasks completed that week and the associated deliverable names and ID#s
 - (2) Number of hours worked each day
 - (3) Total number of hours worked that week
 - (4) Weekly variance above or below 40 hours
 - (5) Annual number of hours planned under the TO
 - (6) Annual number of hours worked to date
 - (7) Balance of hours remaining
 - (8) Annual variance to date (Sum of weekly variances)
- D) Signature and date lines for the TO Manager

Upon approval of the Time Sheet, the TO Manager shall sign and return the DPAF form indicating acceptance of the work.

2.11.5 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) A proper invoice shall identify "BCCC" as the recipient and contain the following information: date of invoice, TO Agreement number, deliverable description, deliverable number (e.g., "2.7.4.1."), and period of performance covered by the invoice, a total invoice amount, and a TO Contractor's point of contact with telephone number. Also include for each person covered by the invoice the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount.
- B) The TO Contractor shall email the original of each invoice and signed DPAF (Attachment 9), for each deliverable being invoiced to the BCCC at email address: Account Payables Department, Baltimore City Community College, 3100 Towanda Avenue, Baltimore, MD 21215, with a copy to the TO Manager.
- C) Invoices for final payment shall be clearly marked as "FINAL" and submitted when all work requirements have been completed and no further charges are to be incurred under the

TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.12 WORK ORDER PROCESS

- A) Additional services will be provided via a Work Order process. A Work Order may be issued using either FP or T&M pricing. T&M Work Orders will be issued in accordance with pre-approved Labor Categories with the fully loaded rates proposed in Attachment 1.
- B) The TO Manager shall e-mail a Work Order Request (See Attachment 17) to the TO Contractor to provide services or resources that are within the scope of this TORFP. Attachment 17 has two Work Order forms, one for FP and the other for T&M. The Work Order Request will include:
 - 1) Technical requirements and description of the service or resources needed
 - 2) Performance objectives and/or deliverables, as applicable
 - 3) Due date and time for submitting a response to the request
 - 4) Required place(s) where work must be performed
 - 5) Whether the Work Order is to be FP or T&M.
- C) The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
 - 1) A response that details the TO Contractor's understanding of the work;
 - 2) A price to complete the Work Order Request using the format provided in Attachment 17.
 - 3) A description of proposed resources required to perform the requested tasks, with CATS+ labor categories listed in accordance with Attachment 1.
 - 4) An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks.
 - 5) State-furnished information, work site, and/or access to equipment, facilities, or personnel
 - 6) The proposed personnel resources, including any subcontractor personnel, to complete the task.
- D) For a T&M Work Order, the TO Manager will review the response and will confirm the proposed labor rates are consistent with this TORFP. For a fixed price Work Order, the TO Manager will review the response and will confirm the proposed prices are acceptable.
- E) The TO Manager will contact the TO Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the TO Procurement Officer for approval. The TO Procurement Officer can issue a change order to the TORFP to increase funding if necessary.
- F) Proposed personnel on any type of Work Order shall be approved by the TO Manager. The TO Contractor shall furnish resumes of proposed personnel specifying their intended labor category from the CATS+ Labor Categories proposed in the TO Proposal. The TO Manager shall have the option to interview the proposed personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the personnel.
- G) The TO Manager will issue the Notice to Proceed (NTP) after the Work Order is approved by the TO Procurement Office.

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SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS+ TORFP shall respond no later than the submission due date and 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+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

A TO Proposal shall conform to the requirements of this CATS+ TORFP.

3.2 SUBMISSION

The TO Proposal shall be submitted via two e-mails, each not to exceed 8 MB.

The TO Technical Proposal shall be contained in one email, with two attachments. This email shall include:

- Subject line “CATS+ TORFP # R95R4400395 Technical” plus the Master Contractor Name
- One attachment labeled “TORFP # R95R4400395 Technical - Attachments” containing all Technical Proposal Attachments (see Section 3.3 below), signed and in PDF format.
- One attachment labeled “TORFP # R95R4400395 Technical – Proposal” in Microsoft Word format (2007 or later).

The TO Financial Proposal shall be contained in one email, with two attachments. This email shall include:

- Subject line “CATS+ TORFP # # R95R4400395 Financial” plus the Master Contractor Name
- One attachment labeled “TORFP # R95R4400395 Financial” containing the Financial Proposal contents, signed and in PDF format.
- One attachment labeled “TORFP # R95R4400395 Financial” containing the Financial Proposal contents, signed and in Microsoft Excel format

3.3 SUMMARY OF ATTACHMENTS

No attachment forms shall be altered. Signatures shall be clearly visible.

The following attachments shall be included with the TO Technical Proposal:

- Attachment 2 - MBE Forms D-1 and D-2 - Signed PDF
- Attachment 4 – Conflict of Interest Affidavit and Disclosure - Signed PDF
- Attachment 5 and Attachment 5A- Labor Classification Personnel Resume Summary - Signed PDF
- Attachment 13 – Living Wage Affidavit of Agreement - Signed PDF
- Attachment 15 – Veteran-Owned Small Business Enterprise Utilization Affidavit– Signed PDF
- Attachment 16 - Certification Regarding Investments in Iran - Signed PDF

The following attachments shall be included with the TO Financial Proposal:

- Attachment 1 Price Proposal – Signed PDF and electronic Microsoft Excel file

3.4 PROPOSAL FORMAT

A TO Proposal shall contain the following sections in order:

3.4.1 TO TECHNICAL PROPOSAL

A) Proposed Services

- 1) Executive Summary: A one-page summary describing the Offeror’s understanding of the TORFP scope of work (Section 2) and proposed solution.
- 2) Proposed Solution: A more detailed description of the Offeror understands of the TORFP scope of work, proposed methodology and solution. The proposed solution shall be organized to exactly match the requirements outlined in Section 2.
- 3) Draft Work Breakdown Structure: A matrix or table that shows a breakdown of the tasks required to complete the requirements and deliverables in Section 2.5.2.2. The WBS should reflect the chronology of tasks without assigning specific time frames or start / completion dates. The WBS may include tasks to be performed by the State or third parties, for example, independent quality assurance tasks. If the WBS appears as a deliverable in Section 2 – Scope of Work, the deliverable version will be a final version. Any subsequent versions shall be approved through a formal configuration or change management process.
- 4) Draft Project Plan: A Project Plan compliant with the Maryland State SDLC as well as a Gantt or similar chart containing tasks and estimated time frames for completing the requirements and deliverables in Section 2.5.2.2. The final schedule should come later as a deliverable under the TO after the TO Contractor has had opportunity to develop realistic estimates. The Project or Work Schedule may include tasks to be performed by the State or third parties.
- 5) Draft Risk Assessment: Identification and prioritization of risks inherent in meeting the requirements in Section 2 - Scope of Work. Includes a description of strategies to mitigate risks. If the Risk Assessment appears as a deliverable in Section 2 – Scope of Work, that version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.
- 6) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal. Master Contractors should avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.
- 7) Tools the TO Contractor owns and proposes for use to meet any requirements in Section 2.

B) Compliance with Offeror’s Company Minimum Qualifications

Offerors will complete the following table to demonstrate compliance with the Offeror’s Company Minimum Requirements in Section 2.8.1.

Reference	Offeror Company Minimum	Evidence of Compliance
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State of Maryland- Baltimore City Community College

	Requirement	
2.8.1 A	Offeror shall provide evidence of having provided PMO services managing three (3) IT development projects implementing an IT system costing in excess of \$10M	Offeror documents evidence of compliance here. Provide the following Information: 1. Project Name 2. Sponsoring Organization 3. Cost of supported project. 4. # of personnel in PMO 5. Duration of provided support. 6. Point of contract with email address and telephone number.
2.8.1 B	Offeror shall provide evidence of having provided Project Management services for 2 IT development project in an educational setting with individual costs in excess of \$5M.	Offeror documents evidence of compliance here. Provide the following Information: 1. Project Name 2. Sponsoring Organization 3. Cost of supported project. 4. # of personnel in PMO 5. Duration of provided support. 6. Point of contract with email address and telephone number.
2.8.1 C	At least one of the above projects must have included PMO services for projects involving the acquisition and implementation of an ERP system in a higher educational setting.	Offeror documents evidence of compliance here. Provide the following Information: 1. Project Name 2. Sponsoring Organization 3. Cost of supported project. 4. # of personnel in PMO 5. Duration of provided support. 6. Point of contract with email address and telephone number.

C) Proposed Personnel and TORFP Staffing

Offerors or Master Contractors shall propose two (2) key personnel for the Core PMO Team in response to this TORFP:

- Project Manager (key personnel)
- Project Management Assistant

For these resources, please complete forms from Attachment 5 as described below;

- 1) Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary for each proposed resource (forms LC1 and TM1). The information should show:
 - a) In Form LC1 - Each proposed person’s skills and experience as they relate to the Offeror’s proposed solution and Section 2 – Scope of Work.

- b) In Form TM1 – List how each proposed person’s background meets all minimum personnel requirements listed in this TORFP and the CATS+ Master Contract for the relevant labor category. For key personnel (the Project Manager and Project Management Assistant) Offeror shall provide evidence of meeting or exceeding the minimum personnel qualifications stated in Section 2.8.2.
 - 2) Provide a copy of the Project Manager’s PMP certificate indicating that he/she has an active PMP certification.
 - 3) Provide three (3) references per proposed personnel containing the information listed in Attachment, Form LC1 section A.
 - 4) Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources in addition to the personnel requested in this TORFP, and how the TO Contractor Personnel shall be managed. Include:
 - a) Planned team composition by role (**Important! Identify specific names and provide history only for the proposed resources required for the Core PMO Team**).
 - b) Process and proposed lead time for locating and bringing on board resources that meet TO needs
 - c) Supporting descriptions for all labor categories proposed in response to this TORFP
 - d) Description of approach for quickly substituting qualified personnel after start of TO
 - 5) 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.
- D) MBE, SBE Participation and VSBE Participation
- Submit completed MBE documents Attachment 2 - Forms D-1 and D-2.
- Submit completed VSBE documents Attachment 15
- E) Subcontractors
- Identify all proposed subcontractors, including MBEs, and their roles in the performance of Section 2 - Scope of Work.
- F) Overall Master Contractor team organizational chart
- Provide an overall team organizational chart with all team resources available to fulfill the TO scope of work.
- G) Master Contractor and Subcontractor Experience and Capabilities
- 1) Provide up to three examples of engagements or contracts the Master Contractor or Subcontractor (if applicable) has completed that were similar to Section 2 - Scope of Work. Include contact information for each client organization complete with the following (engagements used in Section 3.4.B can be used in this section as well if desired):
 - a) Name of organization.
 - b) Point of contact name, title, email and telephone number (point of contact shall be accessible and knowledgeable regarding experience)

- c) Services provided as they relate to Section 2 - Scope of Work.
 - d) Start and end dates for each example engagement or contract.
 - e) Current Master Contractor team personnel who participated on the engagement.
 - f) If the Master Contractor is no longer providing the services, explain why not.
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland.

For each identified contract, the Master Contractor shall provide the following (if not already provided in sub paragraph 1 above):

- a) Contract or task order name
- b) Name of organization.
- c) Point of contact name, title, email, and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
- d) Start and end dates for each engagement or contract. If the Master Contractor is no longer providing the services, explain why not.
- e) Dollar value of the contract.
- f) Indicate if the contract was terminated before the original expiration date.
- g) Indicate if any renewal options were not exercised.

Note - State of Maryland experience can be included as part of Section 2 above as engagement or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

H) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

I) Confidentiality

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

3.4.2 TO FINANCIAL PROPOSAL

- A) A description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal);
- B) Financial Proposal Attachments 1 a separate Microsoft Excel file is included with the TORFP. Please use this file to prepare your Price Proposal. Please submit the completed

Excel Workbook and the signed .PDF format with all proposed labor categories including all rates fully loaded. Master Contractors shall list all proposed resources by approved CATS+ labor categories in the price proposal. Prices shall be valid for 120 days.

- C) To be responsive to this TORFP, the Price Proposal (Attachment 1 shall provide labor rates for all labor categories listed on the price sheet. Proposed rates are not to exceed the rates defined in the Master Contract for the Master Contract year(s) in effect at the time of the TO Proposal due date.

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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+ TORFP. In making the TO Agreement award determination, BCCC will consider all information submitted in accordance with Section 3.

4.2 TO PROPOSAL EVALUATION CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance. Failure to meet the minimum company personnel qualifications shall disqualify a proposal:

- A) The overall experience, capability and references for the Offeror and subcontractors as described in the Offeror's TO Technical Proposal.
- B) The Offeror's overall understanding of the TORFP Scope of Work – Section 2. Level of understanding will be determined by the quality and accuracy of the technical proposal in adherence to Section 3.4.
- C) The capability of the proposed Core PMO Team resources to perform the required tasks and produce the required deliverables in the TORFP Scope of Work – Section 2. Capability will be determined from each proposed individual's resume, reference checks, and oral presentation (See Section 1.5 Oral Presentations/Interviews).
- D) Demonstration of how the Master Contractor plans to staff work orders at the levels set forth in Section 2.5.3 and also for potential future resource requests based on the Staffing Plan provided with the proposal.

4.3 SELECTION PROCEDURES

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 2 of this TORFP, and quality of responses to Section 3.4.1 TO Technical Proposal.
- B) In the event that there are more than 10 Offerors meeting minimum qualifications, the Offerors meeting minimum qualifications will be required to participate in an initial oral presentation via telephone, the format of which will be determined and conveyed to the Offerors in advance. A technical ranking will be performed, as determined by the oral presentation, evaluation of the proposed resource resumes and the initial TORFP review. The top-rated five Offerors, by technical ranking will each be scheduled for an in-depth oral presentation that will include the proposed resource. Offerors not selected for in-person oral presentations will be notified by the TO Procurement Officer.
- C) Offerors complete the in-person oral presentation. The evaluation team will then perform a technical ranking for each Offeror based upon the results of the in-person oral presentation, including the individual responses of the proposed resources.
- D) For TO Proposals deemed technically qualified, the associated TO Financial Proposal will be opened. All others will be deemed not reasonably susceptible for award and the TO Procurement Officer will notify the Master Contractor it has not been selected to perform the work.

- E) Those Offerors who are deemed reasonably susceptible for award will be required to participate in an oral presentation. Personnel who are proposed as key personnel shall attend the oral presentation.
- F) Qualified TO Financial Proposal responses will be reviewed and ranked from lowest to highest price proposed.
- G) The most advantageous TO Proposal considering both the technical and financial submissions shall be selected for TO award. In making this selection, technical capabilities have greater weight.
- H) All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

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

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LIST OF ATTACHMENTS

Attachment Label	Attachment Name	Applicable to this TORFP?	Submit with Proposal?*(Submit, Do Not Submit, N/A)
Attachment 1	Price Proposal	Applicable	Submit with TO Financial Proposal
Attachment 2	Minority Business Enterprise Participation (Attachments D-1 – D-7)	Applicable	Forms D-1 and D-2 found in Attachment 2 must be submitted with the Technical proposal.
Attachment 3	Task Order Agreement (TO Agreement)	Applicable	Do Not Submit with Proposal
Attachment 4	Conflict of Interest Affidavit and Disclosure	Applicable	Submit with TO Technical Proposal
Attachment 5	Labor Classification Personnel Resume Summary	Applicable	Submit with TO Technical Proposal
Attachment 6	Pre-Proposal Conference Directions	Applicable	Do Not Submit with Proposal
Attachment 7	Notice to Proceed (Sample)	Applicable	Do Not Submit with Proposal
Attachment 8	Agency Receipt of Deliverable Form	Applicable	Do Not Submit with Proposal
Attachment 9	Agency Deliverable Product Acceptance Form (DPAF)	Applicable	Do Not Submit with Proposal
Attachment 10	Non-Disclosure Agreement (Offeror)	<i>Not Applicable</i>	<i>N/A</i>
Attachment 11	Non-Disclosure Agreement (TO Contractor)	Applicable	Do Not Submit with Proposal
Attachment 12	TO Contractor Self-Reporting Checklist	Applicable	Do Not Submit with Proposal
Attachment 13	Living Wage Affidavit of Agreement	Applicable	Submit with TO Technical Proposal
Attachment 14	Mercury Affidavit	<i>Not Applicable</i>	<i>N/A</i>
Attachment 15	Veteran Owned Small Business Enterprise Utilization Affidavit	Applicable	Submit with TO Technical Proposal
Attachment 16	Certification Regarding Investments in Iran	Applicable	Submit with TO Technical Proposal
Attachment 17	Sample Work Order	Applicable	Do Not Submit with Proposal
Attachment 18	Performance Evaluation Form	Applicable	Do Not Submit with Proposal
Attachment 19	Criminal Background Check Affidavit	<i>Not Applicable</i>	<i>N/A</i>

*if not specified in submission instructions, any attachment submitted with response shall be in PDF format and signed

ATTACHMENT 1 PRICE PROPOSAL

PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS+ TORFP # R95R4400395

PRICE PROPOSAL FORM

Please use attached Excel Workbook (Attachment 1 Price Proposal.xls) to prepare and submit your Price Proposal. Please submit a signed PDF file as well as the Excel Workbook with your proposal submission.

ATTACHMENT 2 MINORITY BUSINESS ENTERPRISE FORMS

TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS+ TORFP # R95R4400395

These instructions are meant to accompany the customized reporting forms sent to you by the TO Manager. If, after reading these instructions, you have additional questions or need further clarification, please contact the TO Manager immediately.

- 1) As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
- 2) The TO Contractor must complete a separate Form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15th of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless 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 of Form D-6 (e-copy of and/or hard copy). The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, including 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, including reports showing zero MBE payment activity. 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 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 D-1 MDOT CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION
AFFIDAVIT**

This document and document D-2 **MUST BE** included with the bid or offer. If the Bidder or Offeror fails to complete and submit this form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

In conjunction with the bid or offer submitted in response to Solicitation No. _____, I affirm the following:

1. I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of ____ percent and, if specified in the solicitation, the following sub goals (complete for only those sub goals that apply):

____ percent African American ____ percent Asian American
____ percent Hispanic American ____ percent Woman-Owned

Therefore, I will not be seeking a waiver pursuant to COMAR 21.11.03.11.

OR

- I conclude that I am unable to achieve the MBE participation goal and/or sub goals. I hereby request a waiver, in whole or in part, of the overall goal and/or sub goals. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.03.11.

2. I understand that if I am notified that I am the apparent awardee of a TORFP, I must submit the following additional documentation as directed in the TORFP.

- Outreach Efforts Compliance Statement (D-3)
- Subcontractor Project Participation Certification (D-4)
- Any other documentation, including D-7 waiver documentation, if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

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

3. 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.
4. Set forth below are the (i) certified MBEs I intend to use and (ii) the percentage of the total contract amount allocated to each MBE for this project and the items of work each MBE will provide under the contract. I hereby affirm that the MBE firms are only providing those items of work for which they are MDOT certified.

I solemnly affirm under the penalties of perjury that the contents of this Affidavit are true to the best of my knowledge, information, and belief.

Bidder/Offeror Name
(please print or type)

Signature of Affiant

Name: _____

Title: _____

Date: _____

ATTACHMENT 2 D-2 MBE PARTICIPATION SCHEDULE

Prime Contractor: (Firm Name, Address, Phone)	Project Description:
Project Number:	

List Information For Each Certified MBE Subcontractor On This Project

Minority Firm Name MBE Certification Number FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category) <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other Percentage of Total Contract Value to be provided by this MBE _____% Description of Work to Be Performed:
Minority Firm Name MBE Certification Number FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category) <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other Percentage of Total Contract Value to be provided by this MBE _____% Description of Work to Be Performed:
Minority Firm Name MBE Certification Number FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category) <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other Percentage of Total Contract Value to be provided by this MBE _____% Description of Work to Be Performed:
Minority Firm Name MBE Certification Number FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category) <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other Percentage of Total Contract Value to be provided by this MBE _____% Description of Work to Be Performed:

Continue on a separate page, if needed.

Summary

Total African-American MBE Participation: _____ %
Total Asian American MBE Participation: _____ %
Total Hispanic American MBE Participation: _____ %
Total Woman-Owned MBE Participation: _____ %
Total Other Participation: _____ %
Total All MBE Participation: _____ %

I solemnly affirm under the penalties of perjury that the contents of this Affidavit are true to the best of my knowledge, information, and belief.

Bidder/Offeror Name
(please print or type)

Signature of Affiant

Name: _____
Title: _____
Date: _____

SUBMIT AS INSTRUCTED IN TORFP

ATTACHMENT 2 D-3 MBE OUTREACH EFFORTS COMPLIANCE STATEMENT

Complete and submit this form within 10 working days of notification of apparent award or actual award, whichever is earlier.

In conjunction with the bid or offer submitted in response to Solicitation No. _____,
Bidder/Offeror states the following:

1. Bidder/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 MDOT certified MBEs for these subcontract opportunities.
3. Bidder/Offeror made the following attempts to contact personally the solicited MDOT certified MBEs.
4. Select ONE of the following:
 This project does not involve bonding requirements.
OR
 Bidder/Offeror assisted MDOT certified MBEs to fulfill or seek waiver of bonding requirements (describe efforts).
5. Select ONE of the following:
 Bidder/Offeror did/did not attend the pre-bid/proposal conference.
OR
 No pre-bid/proposal conference was held.

_____ By: _____
Bidder/Offeror Printed Name Signature

Address: _____

**ATTACHMENT 2 D-4 MBE SUBCONTRACTOR PROJECT PARTICIPATION
CERTIFICATION**

Please complete and submit one form for each MDOT certified MBE listed on Attachment D-1 within
10 working days of notification of apparent award.

_____ (prime contractor) has entered into a contract with
_____ (subcontractor) to provide services in connection with the Solicitation
described below.

Prime Contractor Address and Phone	Project Description
Project Number	Total Contract Amount \$
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	

The undersigned Prime Contractor and Subcontractor hereby certify and agree that they have fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority business enterprise in its bid or proposal;
- (2) fail to notify the certified minority business enterprise before execution of the contract of its inclusion of the bid or proposal;
- (3) fail to use the certified minority business enterprise in the performance of the contract; or
- (4) pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Prime Contractor Signature

By: _____

Name, Title

Date

Subcontractor Signature

By: _____

Name, Title

Date

This form must be completed monthly by the prime contractor.

ATTACHMENT 2 D-5 MBE PRIME CONTRACTOR PAID/UNPAID MBE INVOICE REPORT

Maryland Department of Information Technology

Minority Business Enterprise Participation

Prime Contractor Paid/Unpaid MBE Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ Report is due to the MBE Officer by the 10th of the month following the month the services were provided. Note: Please number reports in sequence	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ MBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
---	--

Prime Contractor:		Contact Person:																																											
Address:																																													
City:		State:	ZIP:																																										
Phone:	FAX: Email:																																												
Subcontractor Name:		Contact Person:																																											
Phone:	FAX:																																												
Subcontractor Services Provided:																																													
List all payments made to MBE subcontractor named above during this reporting period: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 20%;">Invoice#</th> <th style="width: 75%;">Amount</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="2">Total Dollars Paid:</td> <td></td> </tr> <tr> <td colspan="2">\$ _____</td> <td></td> </tr> </tbody> </table>			Invoice#	Amount	1.			2.			3.			4.			Total Dollars Paid:			\$ _____			List dates and amounts of any outstanding invoices: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 20%;">Invoice #</th> <th style="width: 75%;">Amount</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="2">Total Dollars Unpaid:</td> <td></td> </tr> <tr> <td colspan="2">\$ _____</td> <td></td> </tr> </tbody> </table>			Invoice #	Amount	1.			2.			3.			4.			Total Dollars Unpaid:			\$ _____		
	Invoice#	Amount																																											
1.																																													
2.																																													
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Total Dollars Paid:																																													
\$ _____																																													
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2.																																													
3.																																													
4.																																													
Total Dollars Unpaid:																																													
\$ _____																																													

****If more than one MBE subcontractor is used for this contract, you must use separate D-5 forms.**
****Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):**

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

This form must be completed by MBE subcontractor

ATTACHMENT 2 D-6 SUBCONTRACTOR PAID/UNPAID MBE INVOICE REPORT

Minority Business Enterprise Participation

Report#: _____	Contract # _____
Reporting Period (Month/Year): _____	Contracting Unit: _____
Report is due by the 10th of the month following the month the services were performed.	MBE Subcontract Amount: _____
	Project Begin Date: _____
	Project End Date: _____
	Services Provided: _____

MBE Subcontractor Name: _____			
MDOT Certification #: _____			
Contact Person: _____	Email: _____		
Address: _____			
City: _____	State: _____	ZIP: _____	
Phone: _____	FAX: _____		
Subcontractor Services Provided: _____			
List all payments received from Prime Contractor during reporting period indicated above.		List dates and amounts of any unpaid invoices over 30 days old.	
Invoice Amount	Date	Invoice Amount	Date
1.		1.	
2.		2.	
3.		3.	
4.		4.	
Total Dollars Paid: \$ _____		Total Dollars Unpaid: \$ _____	
Prime Contractor: _____		Contact Person: _____	
**Return one copy of this form to the following address (electronic copy with signature & date is preferred):			
TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)		(AGENCY MBE LIASION OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)	

Signature: _____ Date: _____

(Required)

ATTACHMENT 2 CODE OF MARYLAND REGULATIONS (COMAR)

Title 21, State Procurement Regulations

(regarding a waiver to a Minority Business Enterprise subcontracting goal)

COMAR 21.11.03.11 - Waiver.

- A. If, for any reason, the apparent successful bidder or offeror is unable to achieve the contract goal for certified MBE participation, the bidder or offeror may request, in writing, a waiver to include the following:
- 1) A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBEs in order to increase the likelihood of achieving the stated goal;
 - 2) A detailed statement of the efforts made to contact and negotiate with certified MBEs including:
 - a) The names, addresses, dates, and telephone numbers of certified MBEs contacted, and
 - b) A description of the information provided to certified MBEs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;
 - 3) As to each certified MBE that placed a subcontract quotation or offer that the apparent successful bidder or offeror considers not to be acceptable, a detailed statement of the reasons for this conclusion;
 - 4) A list of minority subcontractors found to be unavailable. This list should be accompanied by an MBE unavailability certification (MBE Attachment D6) signed by the minority business enterprise, or a statement from the apparent successful bidder or offeror that the minority business refused to give the written certification: and
 - 5) The record of the apparent successful bidder or offeror's compliance with the outreach efforts required under Regulation .09B (2) (b).

A waiver may only be granted upon a reasonable demonstration by that MBE participation could not be obtained or could not be obtained at a reasonable price.

If the waiver request is determined not to meet this standard, the bidder or offeror will be found non-responsive (bid) or not reasonably susceptible for award (proposal) and removed from further consideration.

- B. A waiver of a certified MBE contract goal may be granted only upon reasonable demonstration by the bidder or offeror that certified MBE participation was unable to be obtained or was unable to be obtained at a reasonable price and if the agency head or designee determines that the public interest is served by a waiver. In making a determination under this section, the agency head or designee may consider engineering estimates, catalogue prices, general market availability, and availability of certified MBEs in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE and non-MBE cost of participation, and their impact on the overall cost of the contract to the State and any other relevant factor.

- C. An agency head may waive any of the provisions of Regulations .09-.10 for a sole source, expedited, or emergency procurement in which the public interest cannot reasonably accommodate use of those procedures.
- D. When a waiver is granted, except waivers under Section C, one copy of the waiver determination and the reasons for the determination shall be kept by the MBE Liaison Officer with another copy forwarded to the Office of Minority Affairs.

**ATTACHMENT 2 MBE D-7 MINORITY CONTRACTOR UNAVAILABILITY
CERTIFICATE**

Section I (to be completed by PRIME CONTRACTOR)

I hereby certify that the firm of _____

(Name of Prime Contractor)

located at _____

(Number) (Street) (City) (State) (Zip)

on _____ contacted certified minority business enterprise, _____

(Date) (Name of Minority Business) ,

located at _____ ,

(Number) (Street) (City) (State) (Zip)

seeking to obtain a bid for work/service for project number _____, project name _____.

List below the type of work/ service requested:

Indicate the type of bid sought, _____. The minority business enterprise identified above is either unavailable for the work /service in relation to project number _____, or is unable to prepare a bid for the following reasons(s):

The statements contained above are, to the best of my knowledge and belief, true and accurate.

(Name) (Title)

(Number) (Street) (City) (State) (Zip)

(Signature) (Date)

Note: Certified minority business enterprise must complete Section II

Section II (to be completed by CERTIFIED MINORITY BUSINESS ENTERPRISE)

I hereby certify that the firm of _____ MBE Cert #

(Name of MBE Firm)

located at _____

(Number) (Street) (City) (State) (Zip)

was offered the opportunity to bid on project number _____ , ON _____ .

(Date)

by: _____

(Prime Contractor's Name) (Prime Contractor's Official's Name) (Title)

The statements contained in Section I and Section II of this document, to the best of my knowledge and belief, true and accurate.

(Name) (Title) (Phone)

(Signature) (Fax Number)

ATTACHMENT 3 TASK ORDER AGREEMENT

CATS+ TORFP# R95R4400395 Number OF MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this day of Month, 20XX by and between _____ (TO Contractor) and the STATE OF MARYLAND, BCCC.

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 BCCC, as identified in the CATS+ TORFP # R95R4400395.
 - b) “CATS+ TORFP” means the Task Order Request for Proposals # R95R4400395, dated MONTH DAY, YEAR, including any addenda.
 - c) “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated MONTH DAY, YEAR.
 - d) “TO Procurement Officer” means TO Procurement Officer. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e) “TO Agreement” means this signed TO Agreement between BCCC and TO Contractor.
 - f) “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g) “TO Manager” means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h) “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
 - i) “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
 - 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 super-cede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a) The TO Agreement,
 - b) Exhibit A – CATS+ TORFP
 - c) Exhibit B – TO Technical Proposal
 - d) Exhibit C – TO Financial Proposal

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

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS+ TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of _____, commencing on the date of Notice to Proceed and terminating on **Month Day, Year**.

4. Consideration and Payment

4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS+ TORFP and shall not exceed \$_____. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.

4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS+ TORFP, but no later than thirty (30) days after the Agency's receipt of a proper invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.

4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.

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, BCCC

By: Dr. Carolyn Anderson, Interim President

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 sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C) The bidder or offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):
- E) The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

Date: _____

By: _____

(Authorized Representative and Affiant)

**ATTACHMENT 5 LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY
(INSTRUCTIONS)**

INSTRUCTIONS:

1. Master Contractors shall comply with all personnel requirements under the Master Contract RFP 060B2490023.
2. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS+ TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. This summary is required at the time of the interview.
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.

A. LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (CONTINUED)

CATS+ TORFP # R95R4400395

Instructions: Enter resume information in the fields below; do not submit other resume formats.
Submit one resume for each proposed resource

Candidate Name:

Master Contractor:

A. Education / Training

Institution Name / City / State	Degree / Certification	Year Completed	Field Of Study
<add lines as needed>			

B. Relevant Work Experience

Describe work experience relevant to the Duties / Responsibilities and Minimum Qualifications described in Section 2 of the TORFP. Starts with the most recent experience first; do not include non-relevant experience.

[Organization] Description of Work...
[Title / Role]
[Period of Employment / Work]
[Location]
[Contact Person (Optional if current employer)]

[Organization] Description of Work...
[Title / Role]
[Period of Employment / Work]
[Location]
[Contact Person]

<add lines as needed>

C. Employment History

List employment history, starting with the most recent employment first

Start and End Dates	Job Title or Position	Organization Name	Reason for Leaving
---------------------	-----------------------	-------------------	--------------------

State of Maryland- Baltimore City Community College

ATTACHMENT 6 PRE-PROPOSAL CONFERENCE DIRECTIONS

Provide good directions to the pre-proposal conference, including parking information.

Pre-Proposal Conference March 17, 2014

3100 Towanda Avenue, Rm #201

Baltimore, Maryland 21215

There is free parking as you enter the BCCC West Pavilion Building off Towanda Ave. You can park in any empty space located to the right side as you drive towards the main entrance to the building.

When you enter the main building you will check-in at the Security Desk and ask for the Purchasing Officer Room #201

Daniel A. Coleman, J.D.

Director of Procurement

Baltimore City Community College

West Pavilion, Room 116

3100 Towanda Avenue

Baltimore, Maryland 21215

410-209-6030

410-209-6094

ATTACHMENT 7 NOTICE TO PROCEED (SAMPLE)

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ TO Project Number (TORFP #): R95R4400395

Dear **TO Contractor Contact**:

This letter is your official Notice to Proceed as of **Month Day, Year**, for the above-referenced Task Order Agreement. Mr. / Ms. _____ of _____ (Agency Name) will serve as the TO Manager and your contact person on this Task Order. He / She can be reached at telephone _____.

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

Sincerely,

TO Procurement Officer

Enclosures (2)

cc: **TO Manager**

Procurement Liaison Office, Department of Information Technology

Project Oversight Office, Department of Information Technology

ATTACHMENT 9 DELIVERABLE PRODUCT ACCEPTANCE FORM

Agency Name: **BCCC**

TORFP Title: **TORFP Project Name**

TO Manager: **TO Manager and Phone Number**

To:

The following deliverable, as required by TO Project Number (TORFP #):R95R4400395 has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

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+ TORFP # R95R4400395 for TORFP Title. 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:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received, except in connection with the preparation of it's TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to TO Procurement Officer, BCCC on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____ BY: _____

NAME: _____ TITLE: _____

ADDRESS: _____

ATTACHMENT 11 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ____ day of _____, 20__, by and between the State of Maryland (“the State”), acting by and through its **BCCC** (the “Department”), and _____ (“TO Contractor”), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for **TORFP Title** TORFP No. R95R4400395 dated _____, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B2490023; 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 Master Contract 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:

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

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;

The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;

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

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

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

TO Contractor/TO Contractor's Personnel:

BCCC:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A – FOR THE NONDISCLOSURE AGREEMENT (TO CONTRACTOR)
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+ Master Contractors to self-report on adherence to procedures for task orders (TO) award under the CATS+ Master Contract. Requirements for TO management can be found in the CATS+ 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@maryland.gov 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 Deliverables	
A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 2.)	
B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
C) Is the deliverable acceptance process being adhered to as defined in the TORFP? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials	
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)	
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)	
C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
Section 3 – Substitution of Personnel	
A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 4.)	
B) Did the Master Contractor request each personnel substitution in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	

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

SUBMIT AS INSTRUCTED IN TORFP.

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 and Date: _____

ATTACHMENT 14 MERCURY AFFIDAVIT

Attachment not used in this TORFP.

**ATTACHMENT 15 STATE OF MARYLAND
VETERAN SMALL BUSINESS ENTERPRISE PARTICIPATION (VSBE)**

CONTACT ITPO FOR THE LOCATION OF THE LATEST VSBE FORMS. VSBE FORMS WILL BE POSTED ON THE CATS+ WEBSITE ONCE THEY ARE FINALIZED.

ATTACHMENT 16 CERTIFICATION REGARDING INVESTMENTS IN IRAN

Authority: State Finance & Procurement, §§17-701 – 17-707, Annotated Code of Maryland [Chapter 447, Laws of 2012.]

List: The Investment Activities in Iran list identifies companies that the Board of Public Works has found to engage in investment activities in Iran; those companies may not participate in procurements with a public body in the State. “Engaging in investment activities in Iran” means:

- Providing goods or services of at least \$20 million in the energy sector of Iran; or
- For financial institutions, extending credit of at least \$20 million to another person for at least 45 days if the person is on the Investment Activities In Iran list and will use the credit to provide goods or services in the energy of Iran.

The Investment Activities in Iran list is located at: www.bpw.state.md.us

Rule: A company listed on the Investment Activities In Iran list is ineligible to bid on, submit a proposal for, or renew a contract for goods and services with a State Agency or any public body of the State. Also ineligible are any parent, successor, subunit, direct or indirect subsidiary of, or any entity under common ownership or control of, any listed company.

NOTE: This law applies only to new contracts and to contract renewals. The law does not require an Agency to terminate an existing contract with a listed company.

CERTIFICATION REGARDING INVESTMENTS IN IRAN

The undersigned certifies that, in accordance with State Finance & Procurement Article, §17-705:

- (i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and
- (ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

The undersigned is unable make the above certification regarding its investment activities in Iran due to the following activities:

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

ATTACHMENT 17 SAMPLE WORK ORDER

WORK ORDER NAME	Work Order #	Task Order #
This Work Order is issued under the provisions of the MITDP Project Management Support Services Task Order under the CATS+ 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:		
Deliverable(s), Acceptance Criteria and Due Date(s):		
Deliverables are subject to review and approval by BCCC prior to payment. <i>(Attach additional sheets if necessary)</i>		
Start Date	End Date	
Fixed Price Cost (Use this section for a Fixed Price Work Order)		
Description of Deliverables		Price
1.		\$
2.		\$
*Include WBS, schedule and response to requirements.	BCCC shall pay an amount not to exceed:	\$
Time and Materials Cost (Use this section for a Time and Materials Work Order)		
Name	Labor Category	Rate/ Hr.
*Include WBS, schedule and response to requirements.	BCCC shall pay an amount not to exceed:	\$
TO Contractor	Agency Approval	
(Signature) TO Contractor Authorized Representative (Date)	(Signature) TO Manager (Date)	
POC (Print Name)	TO Manager (Print Name)	
Telephone No.	Telephone No.	
Email:	Email:	

ATTACHMENT 18 PERFORMANCE EVALUATION FORM

TORFP Title: MITDP PROJECT MANAGEMENT SUPPORT SERVICES TORFP # R95R4400395

Name of Contractor being evaluated: <insert name>

(The TO Contractor shall submit one Performance Evaluation Form for each employee as required)

Evaluation Month & Year:

Role (TORFP Section 2.X):

Labor Category:

TO Contractor Name:

TO Contractor Contact:

MSDE TO Manager:

BCCC:

BCCC

PROJECT PERSONNEL PERFORMANCE RATING*

The information below shall be completed by the TO Manager or Designee and returned to the TO Contractor

Performance Area	Satisfactory	Unsatisfactory
Attendance and Timeliness		
Work Productivity		
Work Quality		
Teamwork		
Communication		
Customer Service		

*Project Personnel must maintain a “Satisfactory” rating for each performance area. The TO Contractor shall take action to address any unsatisfactory rating. At the TO Manager’s discretion, employee performance may be rejected and payment withheld pending employee performance mitigation or employee substitution.

Employee performance overall is accepted.

Employee performance overall is rejected (for reasons indicated below).

REASON(S) FOR UNSATISFACTORY EMPLOYEE PERFORMANCE RATING/S:

OTHER COMMENTS:

Signature of Evaluator

Date

Signature of TO Contractor

Date

State of Maryland- Baltimore City Community College

ATTACHMENT 19 CRIMINAL BACKGROUND CHECK AFFIDAVIT

Attachment not used in this TORFP.

ATTACHMENT 20 PERFORMANCE EVALUATION FORM (PEF)

FOR SENIOR PROJECT MANAGER (SPM)

(Submitted monthly by the TO Contractor to initiate invoicing)

TO Contractor:

Name of SPM Being Evaluated:

Date Submitted:

Performance Period (Month / Year):

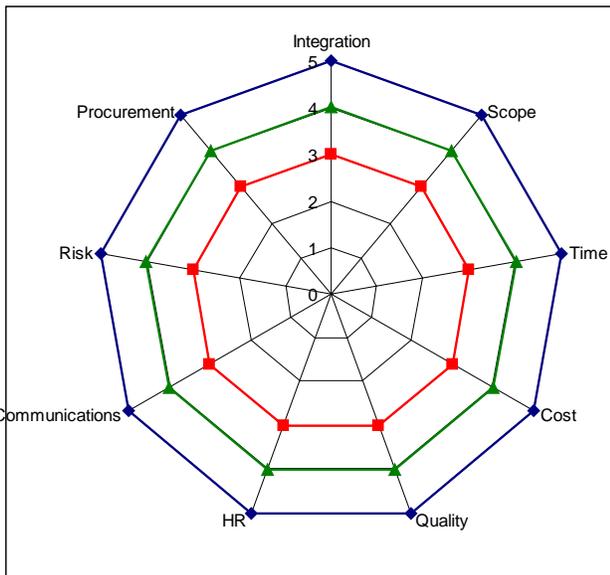
Agency Name:

TO Manager / Agency Contact:

RFR / Reference BPO #

The Information Below Shall Be Filled-In by the Agency

PROJECT MANAGEMENT PERFORMANCE RATING DISPOSITION:



PM Processes	Rating**
Procurement Management	
Schedule Management	
Scope Management	
Cost Management	
Risk Management	
Human Resources Management	
Quality Management	
Communications Management	
Integration Management	
Total Average Score	

Rating is based on *Project Management Performance Rating Criteria Sheet***. The Project Team should maintain score of 3 or higher for each process area and/or average score of 3. Scores below 3 may trigger the Mitigation Procedures defined in Section 5 above.

Performance is acceptable

Performance is unacceptable
(for reasons indicated below).

REASON(S) FOR UNACCEPTABLE PERFORMANCE RATING (List Deliverables or PM Process Areas):

TO Manager Signature

Date Signed

Project Management Performance Rating Criteria

The TO Manager will evaluate and rate the FPM’s management performance based on the overall Project Team’s performance in each of the nine Knowledge Areas below. Applicable processes should score at 3 or higher.

Project Integration Management

0	Not applicable for project.	<u>Indicators of Process</u>
1	Project Team has not established practices, standards, or processes for project. Work performed in ad hoc fashion and does not include integration management.	<ul style="list-style-type: none"> • Project Charter • Project Management Plan (PMP) • Integrated Project Plan • Updated Project Schedule
2	Project Team has established basic, documented processes for project planning and reporting exist. Management only involved on high-visibility projects.	
3	Project Team has institutionalized the Project integration efforts with documented procedures and standards. PM is beginning to integrate all project data.	
4	Project Team utilizes processes/standards for project on a regular basis and integrated with other processes/systems. Decisions on project based on performance metrics.	
5	Project Team has established best practices including project integration improvement procedures utilized. Lessons learned are regularly examined and used to improve documented processes.	

Project Scope Management

0	Not applicable for project.	<u>Indicators of Process</u>
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.	<ul style="list-style-type: none"> • Project Scope Statement • Change Request and Approval Process • Requirements Traceability Matrix (RTM) • Change Control Board
2	Project Team has put basic scope management process in place. Scope management is meeting techniques irregularly.	
3	Project Team has implemented full project management process documented and is actively utilizing process on regular basis. Stakeholders are engaged and actively participating in scope decisions.	
4	Project Team is utilizing full project management processes for the project. Projects managed and evaluated in light of other competing requirements.	
5	Project Team’s effectiveness and efficiency metrics drive project scope decisions by appropriate levels of management.	

Project Time/Schedule Management

0	Not applicable for project.	<u>Indicators of Process</u>
1	Project Team has not established planning or scheduling standards. Lack of documentation makes it difficult to achieve repeatable project success.	<ul style="list-style-type: none"> • WBS • Schedule Management Plan • Activities duration based on historic data
2	Project Team has established basic processes, but is not performing planning and scheduling on a regular basis.	
3	Project Team has established document time management processes and utilizes on a regular basis. Project-wide integration includes project dependencies.	
4	Project Team 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 Team has additionally incorporated improvement procedures utilized for time management processes. Lessons learned are examined and used to improve documented processes.	
Project Cost Management		
0	Not applicable for project.	Indicators of Process
1	Project Team has not established practices or standards. Cost process documentation is ad hoc and individual project members follow informal practices.	<ul style="list-style-type: none"> • Cost Estimates Activity • Project Cost Baseline • Cost Management Plan • Cost Control
2	Project Team has established processes exist for cost estimating, reporting, and performance measurement. Cost management processes are used for the project.	
3	Project Team has standardized cost management practices for project team. Costs are fully integrated and reflect the true cost of the project.	
4	Project Team has integrated cost planning and tracking with Project Office, financial, and human resources systems. Standards tied to agency processes.	
5	Project Team leverages lessons learned to improve documented processes. Project Team and management are actively using efficiency and effectiveness metrics for decision making.	
Project Quality Management		
0	Not applicable for project.	Indicators of Process
1	Project Team has not established project quality practices or standards. Management is considering how they should define "quality".	<ul style="list-style-type: none"> • Quality Assurance Plan • Deliverables Acceptance Criteria defined • User Acceptance Criteria (UAC) per SDLC phases • Formal Deliverable Acceptance Process
2	Project Team has established basic organizational project quality policy has been adopted. Project Management and Team encourage quality processes and policy for project.	
3	Project Team has established well documented quality management process and instituted standards for the project. Regular quality management activities are being executed including deliverables acceptance.	
4	Project Team has best practices for standard quality management processes. Management is actively involved in coordinating quality standards and assurance. Some metrics are developed.	
5	Project Team 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.	Indicators of Process
1	Project Team has not performed planning and staffing activities for project. Project teams are ad hoc. Human resource time and cost is not measured.	<ul style="list-style-type: none"> • Organization Chart • Roles and responsibilities matrix • Staffing Management Plan • Team Training Plan • Team performance assessment
2	Project Team has put processes in place that defines how to plan and manage human resources. Resource tracking is loosely performed for project.	
3	Project Team has established a regularly resource management process. Professional development program activities for team and organization have been established for successful implementation of project.	
4	Project Team has implemented resource management best practices including resource forecasts used for project planning and prioritization. Project team	

	performance measured and integrated with team development.	
5	Project Team includes HR processes which engage teams to document project lessons learned. Improvements are incorporated into human resources management process.	
Project Communication Management		
0	Not applicable for project.	<u>Indicators of Process</u>
1	Project Team performing communications management on an ad hoc basis with informal status reports to management.	<ul style="list-style-type: none"> • Communication Management Plan • Project Performance Reports • Stakeholder Contact • Processes for communication of Risk, Issues and Decisions
2	Project Team has established basic communications process including Communications Management Plan. Project progress reporting is occurring on a more regular basis.	
3	Project Team has active involvement by executing a formal project communications plan. All stakeholders and project team members are aware of communications process.	
4	Project Team has implemented best practices for communications management plan for the project.	
5	Project Team 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 Team has not established any risk management practices or standards for project. Documentation is minimal and results are not shared. Risk response is reactive.	<ul style="list-style-type: none"> • Risk Management Plan • Risk Register • Process for Risk Register updates and communication of risk • Contingency plans for risk
2	Project Team 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.	
3	Project Team has established regular risk management processes and risk activities, including identification and mitigation planning, are actively utilized for project.	
4	Project Team 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.	
5	Project Team has established 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 Team has not established procurement process for project. Processes are ad hoc at best with no clear plan defined.	<ul style="list-style-type: none"> • Procurement Management Plan • Contract Statement Of Work • Evaluation Criteria • Cost Benefit Analysis • Make/Buy Decisions
2	Project Team 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.	
3	Project Team has established standards for procurement management on project and integrated with Agency processes.	
4	Project Team 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.	
5	Project Team has instituted on-going process improvements focus on procurement efficiency and effective metrics.	