

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

**ENTERPRISE PROJECT MANAGEMENT OFFICE (EPMO)**

CATS+ TORFP N00B4400094  
OTHS/OTHS-15-028-S



**DEPARTMENT OF HUMAN RESOURCES (DHR)  
OFFICE OF TECHNOLOGY FOR HUMAN SERVICES (OTHS)**

Issue Date: October 7, 2014  
SMALL BUSINESS RESERVE

**NOTICE TO BIDDERS/OFFERORS**  
**SMALL BUSINESS RESERVE SOLICITATION**

This is a Small Business Reserve Solicitation for which award will be limited to certified small business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§14-501—14-505, Annotated Code of Maryland, and that are certified by the Department of General Services Small Business Reserve Program are eligible for award of a contract. For the purposes of a Small Business Reserve Solicitation, a small business is a for-profit business, other than a broker, that meets the following criteria:

- A. It is independently owned and operated;
- B. It is not a subsidiary of another business;
- C. It is not dominant in its field of operation; and
- D. Either:
  - (1) With respect to employees:
    - (a) Its wholesale operations did not employ more than 50 persons in its most recently completed 3 fiscal years;
    - (b) Its retail operations did not employ more than 25 persons in its most recently completed 3 fiscal years;
    - (c) Its manufacturing operations did not employ more than 100 persons in its most recently completed 3 fiscal years;
    - (d) Its service operations did not employ more than 100 persons in its most recently completed 3 fiscal years;
    - (e) Its construction operations did not employ more than 50 persons in its most recently completed 3 fiscal years; and
    - (f) The architectural and engineering services of the business did not employ more than 100 persons in its most recently completed 3 fiscal years; or
  - (2) With respect to gross sales:
    - (a) The gross sales of its wholesale operations did not exceed an average of \$4,000,000 in its most recently completed 3 fiscal years;
    - (b) The gross sales of its retail operations did not exceed an average of \$3,000,000 in its most recently completed 3 fiscal years;
    - (c) The gross sales of its manufacturing operations did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;
    - (d) The gross sales of its service operations did not exceed an average of \$10,000,000 in its most recently completed 3 fiscal years;

(e) The gross sales of its construction operations did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years; and

(f) The gross sales of its architectural and engineering operations did not exceed an average of \$4,500,000 in its most recently completed 3 fiscal years.

Note: If a business has not existed for 3 years, the employment and gross sales average or averages shall be the average for each year or part of a year during which the business has been in existence.

Further information on the certification process is available at eMaryland Marketplace.

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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).

Solicitation Name:	Enterprise Project Management
Solicitation Number (TORFP #):	N00B4400094
Functional Area:	17
Issue Date:	October 7, 2014
Questions Due Date and Time:	11/ 17/2014 at 2:00/PM Local Time
Closing Date and Time:	12/10/2014 at 2:00 PM Local Time
TO Requesting Agency:	Department of Human Resources (DHR) Office Of Technology For Human Services (OTHS)
Send Questions and TO Proposals to:	Richard Wright Procurement Specialist II Department of Human Resources Information Systems 1100 Eastern Boulevard Essex, MD 21221 Richard.Wright@maryland.gov
TO Procurement Officer:	Richard Wright Office Phone Number: 410-238-1267 Office Fax Number: 410-238-1260
TO Manager:	Kenyatta Powers Chief Information Officer 1100 Eastern Boulevard Essex, MD 21221 Office Phone Number: 410 238-3559 Office Fax Number: 410-238-1260
TO Type:	Time and Materials
Period of Performance:	Three (3)Year Base Period with Two (2) 1-year Option Periods
MBE Goal:	35 % with sub-goals for Women-owned of 9 %, African American-owned of 6 %, and Hispanic American-owned of 2 %
VSBE Goal:	.005 (one half of one percent)
Small Business Reserve (SBR):	Yes
Primary Place of Performance:	Department of Human Resources Information Systems 1100 Eastern Boulevard Essex, MD 21221
TO Pre-proposal Conference:	Department of Human Resources Information Services 1100 Eastern Boulevard Essex, MD 21221

Conference Room 3 A-B  
DATE: October 23, 2014 Time: 2:00 PM  
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 are 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; and 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. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work. The TO Contractor shall provide invoices as specified under Section 2.13. Invoicing. The TO Contractor is responsible for making payments to the TO Contractor personnel.
- **TO Contractor Manager** - TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasks, historical performance, and resolve any issues that may arise pertaining to the TO Contractor Personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.  
The TO Contractor will provide invoices as specified under Section 2.13 Invoicing. The TO Contractor is responsible for making payments to the TO Contractor personnel.
- **Chief Information Officer (CIO)** – The DHR executive that manages all IT enterprise-wide. The CIO serves as the technical advisor to the Secretary of DHR on the utilization of technology to achieve strategic goals for the Department, and sets the technology vision, strategies and policies to achieve those goals. The CIO is responsible for ensuring appropriate investment in technology and for the strategic acquisition of technology; ensuring that technical resources are available in a timely manner, and is responsible for setting the

technical direction for DHR. The CIO will have final approval and authority over activities and Deliverables associated with this TO Agreement.

- **TO Contractor Personnel** – Any resource provided by the TO Contractor in support of this TO over the course of the TO 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/INTERVIEWS

All Offerors and proposed staff will be required to make an oral presentation to State representatives. Significant representations made by an Offeror during the oral presentation shall be submitted in writing. All such representations will become part of the Offeror's proposal and are binding, if the TO 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 e-mail 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 Master Contractors are encouraged to attend in order to facilitate better preparation of their proposals.

Seating at the 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 conference summary will be distributed via e-mail to all Master Contractors known to have received a copy of this TORFP and posted on the DHR website.

In order to assure adequate seating and other accommodations at the pre-proposal conference, please e-mail 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. DHR will make reasonable efforts to provide such special accommodation.

### **1.8 CONFLICT OF INTEREST**

The TO Contractor 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 Offeror 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 an Offeror'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 Offeror shall be construed as certifying all personnel and subcontractors also do not have a conflict of interest as defined in COMAR 21.05.08.08A. The obligation of the Master Contractor to ensure that its personnel and subcontractors do not have a conflict of interest is ongoing. Therefore, prior to any member of Contractor's staff, including subcontractors, engaging in additional business development activities related to DHR, written approval must be obtained from the TO Manager. Failure to abide by these requirements may result in written notice or a request to remove the person from the assignment.

### **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 **2** 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 not be reimbursed.

### 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

DHR 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 15<sup>th</sup> 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 DHR/OTHS at the same time the invoice is formally submitted.
- C. The TO Contractor shall ensure that each MBE Subcontractor provides a completed monthly MBE Participation Form (Attachment 2 - Form D-6).
- D. The TO Contractor shall provide all completed forms, copies of invoices and checks paid to the MBE directly to the TO Procurement Officer and TO Manager, if requested for audit.
- E. The prime and sub-contractor must submit their respective monthly MBE Participation Forms (Attachment 2 – Forms D5 and D6) electronically to the designated email address to be determined at a later time. DHR/OTHS will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements.

#### 1.12.2 MBE AMENDMENT AFFIDAVIT

In accordance with COMAR 21.11.03.12 Amendment for Unforeseen Circumstances, if at any time before execution of a contract, the apparent successful Bidder or Offeror determines that a certified MBE listed on the schedule for participation required under Regulation .10B(2) of this chapter has become or will become unavailable, then the apparent successful Bidder or Offeror immediately shall notify the procurement officer.

Any desired change in the schedule for the participation shall be approved in advance by the certified MBE subcontractor to perform the work. Desired changes occurring after the date of contract execution may occur only upon written approval by the agency head and subsequently by contract amendment. Reference Attachment 23.

### **1.13 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)**

This TORFP has a VSBE 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 VSBEs.

Questions or concerns regarding the Veteran-Owned Small Business Enterprise (VSBE) subcontractor participation goal of this solicitation must be raised before the due date for submission of TO Proposals.

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required VSBE documentation at the time of TO Proposal submission (See Attachment 15 and Section 3 Task Order Proposal Format and Submission Requirements). **Failure of the Master Contractor to complete, sign, and submit all required VSBE documentation at the time of TO Proposal submission will result in the State's rejection of the Master Contractor's TO Proposal.**

#### **1.13.1 VSBE PARTICIPATION REPORTS**

DHR shall monitor both the TO Contractor's efforts to achieve the VSBE participation goal and compliance with reporting requirements. Monthly reporting of VSBE participation is required by the 15th day of each month. The TO Contractor shall submit required reports as described in Attachment 15.

Subcontractor reporting shall be sent directly from the subcontractor to the TO Requesting Agency. The TO Contractor shall e-mail all completed forms, copies of invoices and checks paid to the VSBE directly to the TO Manager.

### **1.14 NON-DISCLOSURE AGREEMENT**

#### **1.14.1 NON-DISCLOSURE AGREEMENT (OFFEROR)**

Certain system documentation may be available for Master Contractors to review at a reading room at 1100 Eastern Boulevard, Essex, MD 21221. Master Contractors 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 to schedule an appointment.

#### **1.14.2 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)**

Certain system documentation may be required by the TO 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 a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 11.

### **1.15 AUDITS**

The selected TO Contractor shall fully cooperate with any audit by DHR or an outside agency. This may require the preparation of special reports or submission of requested data. Currently DHR is required to comply with the following auditing authorities:

## a) DoIT

Purpose: Conduct Independent Verification & Validation (IV&V) to assess the health of a project according to certain identified objectives. An IV&V is an independent verification and validation or a third party assessment of a project. IV&V contractors are typically solicited by the DoIT Office of Program Oversight to conduct a health assessment of select Major Information Technology Development Projects, based on the project/agency's recent history. It may also result due to other mitigating factors such as legislative regulations, high visibility, mission criticality or multiple agency functionality.

## b) Maryland State Office of Legislative Audits (OLA).

OLA conducts audits and evaluations of Maryland State government agencies and local school systems. OLA is a unit within the Department of Legislative Services, which provides staff support for the Maryland General Assembly.

Fiscal compliance audits are conducted of each State agency within the Executive and Judicial Branches to evaluate internal controls and compliance with certain State laws and regulations. For certain agencies, this category also includes financial statement audits and follow-up reviews of actions taken to implement audit recommendations.

Performance audits are conducted based on legislative requests or at the discretion of the Legislative Auditor. The purpose of a performance audit is to evaluate whether an agency or program is operating in an economic, efficient, and effective manner or to determine whether desired program results have been achieved. This category also includes special reviews, which are less comprehensive than audits.

**1.15.1** The TO Contractor shall warrant that it shall cooperate with the State in the course of performance of the TO Agreement so that both parties shall be in compliance with State Information Technology requirements and any applicable State and Federal regulations including cooperation and coordination with the auditors, Department of Budget and Management and other compliance officers.

**1.15.2** The TO Contractor may be required to assist with the submission of required data to DHR partners; assist DHR in answering queries within an audit; assist with the compilation and collating of data requested within the scope of an audit; and advise DHR on strategies to follow during audits

**1.16 SAFEGUARDING OF INFORMATION FROM THE UNITED STATES INTERNAL REVENUE SERVICE**a) **PERFORMANCE**

In performance of this TO Agreement, the TO Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

1. All work shall be performed under the supervision of the TO Contractor or the TO Contractor's responsible employees.
2. Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the TO Contractor is prohibited.
3. All returns and return information shall be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
4. No work involving returns and return information furnished under this TO Agreement shall be subcontracted without prior written approval of the Internal Revenue Service (IRS).
5. The TO Contractor shall maintain a list of employees authorized access. Such list will be provided to the Department and, upon request, to the IRS reviewing office.
6. The Department shall have the right to void the TO Agreement if the TO Contractor fails to provide the safeguards described above.

b) **CRIMINAL/CIVIL SANCTIONS**

1. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing solely by one designated person (from either DHR staff or the TO Contractor's staff, to be determined) that returns or return information disclosed to each officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by Internal Revenue Code (IRC) Sections 7213 and 7431 and set forth at 26 C.F.R. Part 301.6103(n)-1.
2. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except

as may be necessary in the performance of this TO Agreement. Inspection or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee (United States for Federal Employees) in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.

3. Additionally, it is incumbent upon the TO Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 United States Code (U.S.C.) 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to TO Contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a TO Contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established there under, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
4. Granting a TO Contractor access to Federal Tax Information (FTI) must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. TO Contractors shall maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, TO Contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A. The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedures for reporting unauthorized disclosures and data breaches. For both the initial certification and the annual certification, the TO Contractor shall sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements. See Attachments 21 and 21a.

c) **INSPECTION**

The IRS and the Department shall have the right to send its officers and employees into offices and plants of the TO Contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the TO Contractor is found to be noncompliant with contract safeguards.

### **1.17 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.

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

### **1.18 IRANIAN NON-INVESTMENT**

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

### **1.19 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 typically applies 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/selected 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.

### **1.20 MERCURY AND PRODUCTS THAT CONTAIN MERCURY**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

### **1.21 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

### **1.22 HIPAA / PII REQUIREMENT**

Due to the TO Contractor's access to patient and medical information, and Personally Identifiable Information (PII), TO Contractor shall ensure the PII practices and processes and the Health Insurance Portability and Accountability Act (HIPAA) are adhered to, providing protection of confidential information. The TO Contractor shall be required to sign a Certification of HIPAA Compliance in the form of Attachment 20.

### **1.23 FEDERAL AND STATE ACCESS**

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

HHS and the State of Maryland shall have royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to do so, all application software including but not limited to all source and object code, instructions, files, and documentation which is required by the Contract. The TO Contractor claims no proprietary rights to the application software, files, databases, or other components of the application developed or modified specifically for the State under this TO Agreement. The State may grant to the Federal government a royalty-free, non-exclusive, and irrevocable license in such software, modifications and documentation designed, developed or installed in whole or part with Federal financial participation in accordance with Federal regulations at 45 C.F.R. Part 95.617. The provisions of this section shall be incorporated in any subcontract that relates to the subject matter of this article.

#### **1.24 USE OF SUBCONTRACTORS ON THIS TORFP**

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

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

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## SECTION 2 - SCOPE OF WORK

### 2.1 PURPOSE

The Department, through its Office of Technology for Human Resources is issuing this CATS+ TORFP to provide information to Master Contractors interested in submitting proposals to provide management consulting services and staff related to Enterprise Project Management (EPM), Enterprise Quality Assurance/Quality Control (QA/QC), and Management Consulting. While this TORFP delineates three major program activities for discussion, DHR considers these activities as being intertwined, supporting each other and requiring tight integration as well as a broader, more strategic focus than project management. In addition to EPM, QA/QC, and Management Consulting services, the TO Contractor may be called upon to provide the additional services listed below:

- Institute organizational enablement
- Provide program definition
- Provide stakeholder outreach and engagement
- Establish programmatic and technical requirements
- Manage schedules and budgets
- Provide risk planning and approach to risk management
- Develop acquisition and contracting strategy
- Provide execution planning
- Implement an integrated management and support toolset
- Provide oversight, management and integration of defined projects
- Perform assessment of cost, schedule, quality and Health, Safety and Environmental (HSE) metrics
- Perform allocation of contingencies and ongoing risk assessment
- Develop and Perform ongoing alignment of top level strategies to successfully achieve strategic business objectives
- Provide methodology for validation of third-party vendor project cost estimates
- Provide Senior Executive Management Consulting

As part of the evaluation of the proposal for this TO, **Master Contractors shall propose exactly four (4) named key resources** and shall describe in a Staffing Plan how additional resources shall be acquired to meet the needs of the DHR, and shall do so by proposing a Staffing Plan that details the timing plan and methodology for initial and ongoing staffing.

Please note that four (4) labor categories are identified as Key Personnel to be available for technical evaluation. At Contract award, DHR will issue a Sub Task Order (Section 2.14) with Notice to Proceed (NTP) to authorize an additional nine (9) Non-Key Personnel staff, for a maximum start-up total of thirteen (13) resources.

This CATS+ TORFP is issued to acquire the services of the following job roles, as defined by the NTP (Key resources) and Sub Task Orders (Non-Key resources):

- TO Contractor’s Program Manager (One Key position)
- Senior Subject Matter Expert (One Key position)
- Quality Assurance Specialist (One Key position)
- Senior IT Professional (One Key position)
- Security, Computer Systems Specialist (Non-Key position to be added via the Sub Task Order Process)
- Senior Subject Matter Expert (Non Key position – four additional to be added via the Sub Task Order Process)
- Quality Assurance Specialist (Non Key position – four additional to be added via the Sub Task Order Process)

**Note: The sole TO Contractor awarded this TO Agreement shall be precluded from the development, implementation, or hosting of future projects for the Department that result from the TO Contractor’s activities under this TORFP. The TO Contractor shall be precluded both as the prime and as a subcontractor.**

## **2.2 REQUESTING AGENCY BACKGROUND**

### **2.2.1 DHR**

DHR is the State’s social services provider and Maryland’s fourth largest agency. The Department collaborates with 23 counties and Baltimore City to safeguard and provide services to some of Maryland’s most vulnerable citizens. DHR touches the lives of thousands of children and families every year, working hard to ensure that Maryland’s most disadvantaged residents receive the services they are eligible for as well as protection from abuse and neglect. DHR also administers programs for homeless persons, refugees, migrant workers, victims of crime, and women who are displaced, battered, or assaulted.

Within the Department there are three program administrations: the Family Investment Administration (FIA), the Child Support Enforcement Administration (CSEA), and the Social Services Administration (SSA). OTHS, which is another unit within DHR, is the enterprise-wide IT organization that manages all IT services and strategies across DHR including the three program administrations, as well that support the day-to-day operations of the Department, and local departments of social services (LDSS).

### **2.2.2 CSEA**

CSEA works proactively to ensure present and future care for children by working with hospitals and other health care providers to establish paternity at birth. CSEA petitions the courts to set child support amounts and ensures delivery of those monies to custodial parents.

The main goals of CSEA are to raise the standard of living for children by enforcing their right to receive support from parents, as well as to reduce or recover welfare costs incurred by the State. The administration, which serves approximately 112,000 children annually, has child support

enforcement offices in each jurisdiction. Of those offices, five of them are standalone sites known as metro offices. Metro offices are not co-located with LDSS.

CSEA offices provide customers with access to an array of services including parent location, paternity establishment, employment services, obtaining and enforcing court orders for child support and health insurance coverage, and seeking reviews and possible adjustments of support amounts.

### **2.2.3 FIA**

FIA and its associated community partners work to administer Temporary Cash Assistance (TCA), the Temporary Disability Assistance Program (TDAP), Medical Assistance (MA), Long Term Care (LTC), Emergency Assistance, Burial Assistance, Electronic Benefits Transfer (EBT), the Food Supplement Program (FSP), the Maryland Children's Health Program (MCHP), Maryland Reaching Independence and Stability through Employment (RISE) programs and other programs which assist families in need. The Office of Home Energy Programs (OHEP), an operating unit within FIA, is designed to assist Maryland residents with home energy costs through programs such as the Maryland Energy Assistance Program (MEAP) and the Electric Universal Service Program (EUSP). Eligibility determinations for most programs are based upon income and technical eligibility requirements.

One of the primary goals of FIA is to equip families with children and an employable parent to take steps toward self-sufficiency. These programs are meant to serve as a stepping stone to guide families toward that goal. To that end, programs such as TCA require participation in work activities and compliance with substance abuse provisions as conditions of eligibility.

FIA has 50 district offices across the State. Of those offices, there are a mixture of LDSS, community action centers, one Customer Care Center (CCC) and one Long Term Care Center (LTCC). Each LDSS is open Monday through Friday and provides the means for customers to interact with FIA clerks and case workers directly. CCC staff members do not interact with customers in person, but serve them by processing FIA Online applications for designated jurisdictions. The LTCC processes long term care applications and paperwork for designated jurisdictions to provide benefits for Maryland's functionally disabled citizens in need of State-funded assistance.

### **2.2.4 SSA**

SSA oversees the State's foster care and adoption system and champions the establishment and maintenance of environments that protect the overall well-being of Maryland's most vulnerable children, families and adults. SSA provides the statutory and policy guidance for the delivery of child welfare services as outlined in COMAR and delivers those services through LDSS in 24 jurisdictions throughout the State.

Each LDSS provides a continuum of programs that afford services to those in need. SSA programs include Child Protective Services (CPS), Continuing CPS/In-Home Family Preservation, Out of

Placement Services, Kinship Care, Subsidized Guardianship, and Adoption Services. SSA works with DHR's Office of Licensing and Monitoring (OLM) to ensure that all child placement agencies and residential treatment programs are properly licensed and monitored for compliance with State mandates regarding the services and care provided.

### 2.2.5 OTHS

More than 8,000 employees, contractors and stakeholders at DHR rely on OTHS to develop, enhance, and maintain mission-critical systems that support the delivery of social services, track activities, and manage outcomes. OTHS, in concert with its business partners and stakeholders, established a Mission and Vision that supports the Department's objectives and priorities. The Mission and Vision statements closely align OTHS with the Department's vision and focus on the delivery of technology services with professionalism and commitment to the customer's experience.

OTHS oversees the Department's IT infrastructure including personal computers, hardware, software, office applications, network upgrades, Internet, Intranet, telephone systems, and related equipment.

#### 2.2.5.1 OTHS has three divisions:

- a) **Enterprise IT Policy and Planning and IT Procurement** – This division develops the OTHS IT Master Plan and sets the strategic direction of OTHS, ensuring compliance with the Department's overall goals and mission. This division supports OTHS customers by planning and managing OTHS' inventory of IT projects, ensuring compliance with statewide policies and strategic plans, monitoring OTHS' strategic information asset base, managing the relationship with federal partners, and ensuring the efficient and effective use of IT contracts. Included in Enterprise IT Policy Planning and IT Procurement is the DHR EPMO which provides project management oversight, governance, and quality assurance to DHR technology initiatives.

**EPMO** – A subunit within this division. DHR's information system project management activities are governed by the EPMO. The EPMO provides project oversight, support and guidance to project team members at all levels. The EPMO also promotes and enforces the use of consistent project management tools and techniques across the organization.

- b) **Technical Services** – Technical Services oversees the DHR's IT infrastructure. This includes administering, repairing, and securing more than 8,000 computers, laptops, and servers statewide; supporting Local Departments of Social Services (LDSS's) initiatives statewide; enterprise IT hardware, network security, telecommunications budget planning; and maintaining voice and data connectivity to more than 100 locations across the state.

**Network Security** - A subunit within this division. OTHS manages network security components such as Agency Firewalls, Intrusion Detection Systems and Virtual Private Network (VPN) systems. Network security is configured and aligned according to best practices like National Institute for Standards and Technology (NIST), Internal Revenue Service (IRS) safeguards and DoIT information security standards. Security logs are monitored closely through an agency Security Incident and Event Manager (SIEM). OTHS Security staff also maintains and assures that there is a centralized security approach.

OTHS is responsible for ensuring Confidentiality, Integrity and Availability of DHR's mission critical data. OTHS assists application owners with assisting and reviewing Information System and Application Security Plans, reviewing and acting upon critical security logs. Security is imbedded within the System Development Life Cycle (SDLC) and this assures that security is in place during all phases

- c) **Systems Development** – This division supports OTHS, the business needs of each DHR administration, and the customers they serve through software application development, implementation, operations and maintenance of the Department's IT systems.

## 2.2.6 OTHER DHR CONTRACTS

### 2.2.6.1 Application Maintenance, Operations and Enhancements

The Applications Maintenance, Operations, and Enhancements (AMOE) contract provides 24x7x365 system operation and maintenance support as well as application security for DHR's 45 systems, upkeep and improvements to assure continuous operations and functions. In addition, this contract also includes staff support (staff augmentation for Help Desk, Technical Services and UAT), risk management, project management oversight, long range and strategic planning as well as allows for large scale development projects and technical improvements.

The contract is divided into two categories of services. Level 1 services is defined as maintenance services on any change, edit, or enhancement to existing applications that does not exceed 500 hours per task. Level 2 services are defined as a system change, enhancement, modification, or new development that exceeds 500 hours. Level 2 services are performed on a task order basis depending upon available funding allocated to address changes that exceed Level 1 maintenance changes. Based on the terms of contract, the vendor is required to complete approximately 110,000 hours of development work annually beginning in contract year 2011 through 2019 for Level 1 work effort.

During the 2011 through 2014 period, the contractor completed a range of 150 to 210 development projects. Of these, approximately 10 to 20 are in the category of Level 2

### 2.2.6.2 DHR Data Center Services and Hosting

DHR currently contracts out the data center and hosting services for its applications. DHR's primary hosting environment and activities are currently located in Indianapolis, Indiana and Dallas, Texas, with Disaster Recovery services provided in Philadelphia, Pennsylvania. Dallas hosts all mainframe production and mainframe non-production environments as well as production mid-range environments. The contractor maintains an office of key hosting personnel in Elkridge, Maryland. Additionally, core leadership staff is also onsite at DHR locations as outlined in this TORFP.

Currently, a major re-hosting initiative is underway for future mid-range hosting, both production and non-production to move to the Indianapolis hosting facility. This includes relocating non-production environments out of the Dallas, Texas, and Elkridge, Maryland facilities. The mainframe production and non-production environments will remain in Dallas, Texas until such time as a new platform is identified to replace the mainframe. Future plans call for all environments to be located within the same data center in the Indianapolis, Indiana.

As part of the re-hosting effort, the mid-range Disaster Recovery services out of the Philadelphia, Pennsylvania, facility to an as yet unnamed co-located facility. The Mainframe Disaster Recovery services are to remain in the Philadelphia, Pennsylvania, facility until a migration off of the mainframe is completed.

### 2.2.6.3 Enterprise Content Management Solution Maintenance and Operations (ECMS)

The ECMS contractor provides implementation, maintenance and operation services for DHR's document imaging system across 59 LDSS sites, statewide. ECMS is an internet accessible web based central enterprise content management system that enables secure electronic management of case and client content by offering a central imaging repository for scanning, retrieving documents and providing reports that give statistical information pertaining to the images and its keywords/indexes.

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

## 2.3 PROJECT BACKGROUND

### 2.3.1 EPMO

The EPMO is responsible for providing project management oversight, governance and quality assurance to DHR technology initiatives. In this capacity, the EPMO establishes and maintains project and program management policies, procedures, and tools that align with best practices and standards governed by the Project Management Institute (PMI) and DoIT.

Its primary objectives are to effectively ensure the successful development and delivery of projects within cost, time and schedule through the deployment of consistent and repeatable business practices, processes, standards and tools. Additionally, the EPMO shall use the existing and new IT contracts in an effective and efficient manner as maybe necessary to support the mission critical business functions of the Department.

The EPMO ensures compliance in two distinct areas: Contract Monitoring and Project Management. The EPMO is responsible for the following:

- A. Improving the quality of project management and SDLC deliverables and work products.
- B. Maintaining a repository of project information and the reuse of knowledge and artifacts.
- C. Improving the accuracy of project costs and timelines.
- D. Promoting improvements on timely and accurate communication with stakeholders.
- E. Ensuring appropriate levels of staffing to ensure maximum returns on investment.
- F. Promoting improvements on project management skills and training opportunities.
- G. Developing, training, and implementing standards, best practices, processes, tools, templates and metrics.
- H. Gathering and reporting on project metrics.
- I. Promoting and enforcing the utilization of Clarity as DHR's enterprise portfolio and project management tool.
- J. Promoting efficiencies that reduce the time and cost to complete projects and increase the number of projects completed each year.
- K. Gathering and reporting on contractor performance metrics.
- L. Monitoring and assuring compliance to terms and conditions for executed IT contracts.

A list of current DHR applications is included as Attachment 26.

### 2.3.2 STATE SUPPLIED SERVICES

- A. The State will provide the space for the TO Contractor's personnel necessary to perform the agreed upon work during the *Transition-In* Period at the locations below:

**Department of Human Resources Information Systems Center**  
 1100 Eastern Boulevard  
 Essex, Maryland, 21221

**Department of Human Resources Saratoga Street Complex**  
 311 W. Saratoga Street  
 Baltimore, MD 21201

As work duties may require, space may be made available at other OTHS locations.

- B. The State will make available the following items for the TO Contractor's staff during the *Transition-In* and TO Agreement Period:

1. Identification badges – Replacement badges will be the responsibility of the TO Contractor.
2. Office furniture (desks and chairs)
3. Telephone and fax equipment (local use only)
4. Internet Services
5. Equipment, including computers, laptops, networked printers, copiers, as necessary for support and that entails connection to DHR's LAN/WAN.

## 2.4 PROFESSIONAL DEVELOPMENT

Any IT services personnel provided under this TORFP shall maintain any required professional certifications for the duration of the resulting TO.

The TO Contractor shall ensure continuing education opportunities for the personnel provided to support this TORFP.

With DHR prior approval, the time allocated to these continuing education activities for staff deployed to DHR on a full-time basis **may** be charged to this task order. Actual course costs, travel, and related expenses are the responsibility of the TO Contractor. Eligible continuing education shall be associated with technologies currently used or anticipated for use by DHR in the near future.

## 2.5 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 foregoing may include, but are not limited to, the following policies, guidelines, and methodologies that can be found at the DoIT site

(<http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>).

- 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.
- The State's Information Technology Project Oversight Policies.

## 2.6 REQUIREMENTS

### 2.6.1 FUNCTIONAL BUSINESS REQUIREMENTS

The TO Contractor shall:

- A. Assist with keeping the DHR Enterprise Project Management Guide (EPMG) updated with the current best practices and will review the contents of the EPMG, at minimum, two times a calendar year, for enhancements and updating obsolete information. The EPMG shall be made available by DHR either electronically or in paper copy upon request.
- B. Provide improved project management oversight and quality assurance across the DHR enterprise.
- C. Maintain Federal certification and compliance with all Federal reporting requirements for OTHS' systems.
- D. Improve information access, integration, and reporting capabilities.
- E. Promote integrity in the delivery of DHR contractors' project management artifacts and system documentation.
- F. Provide project management planning activities for DHR's IT applications and operations.
- G. Provide project management expertise and "best practices" to assist the DHR EPMO, and DHR business leaders with applying project and portfolio management processes that improve the use of the EPMG, DHR performance and operational efficiency for any high level priority project.
- H. Attend project status meetings and management meetings and document key action items, decisions or discussions.
- I. Track the current status of all projects and provide concise status information to the designated DHR management on a monthly basis.
- J. Prepare minutes of meetings within two (2) business days of the meeting and provide to the TO Manager.

### 2.6.2 TO CONTRACTOR RESPONSIBILITIES

The TO Contractor shall provide the following EPM services:

- A. Create and ensure utilization of a common set of project management processes, deliverables and templates.
- B. Evaluate existing templates, suggest improvements, and create new templates to address business needs. All templates shall be presented in draft format for DHR review and approval by the TO Manager prior to use or implementation.
- C. Create common electronic repositories for document storage and DHR retrieval. The repositories shall be established in a manner that facilitates ease of use through the use of a directory. The repositories shall be kept up-to-date and easily accessible by DHR project team members.

- D. Provide training to DHR staff for new or revised processes, templates, or standards and assisting the DHR EPMO with building the methodology and updates needed to account for improvements and best practices.
- E. Enforce and ensure the adoption and availability of new and revised templates and processes and assisting project teams in completing project templates as needed. The TO Contractor shall also communicate the changes and work with the project teams to make certain that the new processes are followed consistently throughout DHR.
- F. Promote the use of Clarity, the current enterprise project and portfolio management tool, throughout DHR and set the example by utilizing it to track, maintain and report project-related data, including planned and expended hours. The TO Contractor shall also monitor the use of Clarity among DHR management as well as other DHR contractor staff and provide DHR Office of the CIO with feedback as appropriate.  
**Note: DHR, in the future, may replace this tool. The TO Contractor shall be expected to support future tools.**
- G. Utilize Clarity for capturing and tracking issues, risks, action items, scope changes, release schedules, work products and deliverable information. The TO Contractor shall also utilize Clarity for project status updates and the creation of new projects.
- H. Assist in the development of communication plans and monitor the use and effectiveness of the communication plans.
- I. Assist in the development of project estimates, project charters, requirements, issue management, scope management and risk management. The TO Contractor will closely monitor projects and identify projects that are at risk.
- J. Provide training and/or coordinating training classes, as requested, to build core project management competencies, as well as soft skills, such as communication and conflict resolution.
- K. Apply the Earned Value Management (EVM) methodology to track enterprise-wide metrics, at minimum, on the state of project management, project delivery and the value being provided to the business by project management in general. The TO Contractor shall provide a quarterly effectiveness report and provide suggestions for continuous improvement and information on emerging best practices in project management.
- L. Work with DHR's Architecture Review Board (ARB) and enterprise-planning group to integrate planning activities within an EVM framework to support the development of short and long-term enterprise IT strategies, goals and objectives.
- M. Assist DHR with the development of policies and procedures to support the submission and approval of new Agency IT project requests. The TO Contractor shall assist program administrations and other requesting entities with the completion of project initiation forms, including high-level requirements and assist the agency with documenting and tracking agency priorities.
- N. Assist DHR in developing and implementing standards and reviewing deliverables for adherence to the defined standards.
- O. Support the development of Statements of Work or Requests for Proposal/Information/Resumes, as needed.

### 2.6.3 PROJECT MANAGEMENT

The TO Contractor shall also:

- A. Support the management and planning of all efforts associated with the Department's projects to include: developing and managing work plans; defining and delivering individual project deliverables; managing project relationships and the expectations of all stakeholders; managing budgets; and organizing and addressing emerging project requirements.
- B. Communicate in a clear and concise manner in both verbal and written form.
- C. Accurately assess and report the risks associated with a project.
- D. Verify that solutions proposed conform to industry best practices and applicable Maryland state standards, and verify that sound development practices are taking place in requirements management, systems testing, and configuration management.
- E. Utilize DHR's portfolio and project management tool, Clarity, to record project management issues, risks, action items, project scope changes, deliverable review information, and other relevant project data, and capture, as applicable, hours expended. DHR will provide TO Contractor access to this software under its existing licensing agreements.
- F. Provide continuous training and knowledge transfer to TO Contractor's staff or subcontractors to ensure continuity of service to DHR.

### 2.6.4 QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

QA/QC encompasses very specific and focused activities designed to ensure that a system, component, product, or process meets specified requirements.

Quality Assurance consists of specific procedures for ensuring the effectiveness of quality management processes and quality standards. These procedures typically describe how and when the QA/QC team will monitor and report effectiveness and how they will implement corrective actions to ensure that quality management processes and standards are defined and implemented to ensure optimal project performance.

Quality Control consists of specific procedures to address monitoring overall project performance, including cost and schedule performance, as well as the quality of all project activities and deliverables. Quality Control activities for the system shall identify the testing activities, tools, techniques, and desired outputs to ensure quality attributes are built into the design and tested throughout the life cycle. Quality control tools and techniques may include quality inspections, inspection schedules, and/or quality audits, and outputs may include bug fix logs of inspection errors referenced against a Requirements Traceability Matrix. Testing is an ongoing activity that can provide early warning long before the application is released into production if it is not up to standard.

As part of the TO Contractor's QA/QC policy, the TO Contractor shall:

- A. Use a Project Management Tracking tool that integrates the EVM methodology (as prescribed in PMBOK practice standards), that captures and reports the key EVM information to DHR. The TO Contractor shall apply EVM to validate and corroborate the performance measurement of all major IT projects and enhancements assigned to other contractors. EVM reporting shall be a part of the weekly report.
- B. Provide QA/QC support in the transfer and/or development (including re-engineering to the DHR technical environment), modification, implementation, pilot operation, enhancement, documentation, conversion, training, and turnover of new systems development or major enhancements within DHR.
- C. Provide QA/QC oversight throughout all stages of the software development life cycle (SDLC).
- D. Ensure compliance with all federal and State requirements for the development efforts that it monitors.
- E. Ensure TO Contractor's personnel have technical expertise sufficient to oversee all technical aspects of the DHR's mainframe, non-mainframe, .NET, and other developments, including quality assurance review of all contract deliverables prior to user acceptance testing (UAT).
- F. Prepare or assist DHR in the preparation of appropriate documentation to achieve maximum federal financial participation for DHR's applications, including assisting DHR in completing advanced planning documents or other related Federal submissions.
- G. Monitor, track and evaluate activities of other DHR contractors to include deliverables and outcomes, budgets, schedules, project work plans, resource allocation, risks, and any other issues that may arise.
- H. Participate, as needed, on committees and workgroups assigned by the TO Manager. Meet with the DHR Office of the CIO weekly, or more frequently if needed, to provide the DHR Office of the CIO with an independent verbal and written assessment of the status of projects assigned. The assessment shall include the following factors:
  - 1. Quality of the work being performed;
  - 2. Appropriateness of the level of work;
  - 3. Adequacy of priorities;
  - 4. Effectiveness of communications; and
  - 5. Issues, risk, or action items that need resolution.
- I. Prepare and make presentations regarding project statuses as required. Presentations shall be made using MS PowerPoint or other format as specified by DHR. Copies of the presentation shall be provided in both electronic and hard copy to meeting participants unless otherwise specified by DHR.

### **2.6.5 USER ACCEPTANCE TESTING SUPPORT**

The TO Contractor shall:

- A. Provide a thorough UAT test strategy, including project work plan, for DHR review and approval ten (10) business days prior to the commencement of UAT for an assigned initiative or project.
- B. Support UAT activities for initiatives defined by DHR. Activities shall include:
  - 1. Monitoring daily UAT testing;

2. Documenting and gathering UAT findings;
  3. Building knowledge around assigned testing area;
  4. Developing or revising testing standards and processes;
  5. Assisting the UAT manager in identifying, recording and documenting defects;
  6. Entering and updating defect information in the defect tracking tool;
  7. Coordinating and testing assignments for each application area;
  8. Assisting with the development and execution of test scripts procedures;
  9. Reviewing other DHR contractors' UAT test plans for accuracy and adherence to standards and industry practices;
  10. Attending UAT test meetings and providing defect reports, as applicable;
  11. Monitoring other DHR contractors' adherence to their contractual provisions regarding testing participation, as applicable; and
  12. Providing DHR Office of the CIO and applicable members of DHR project staff with an Independent Validation and Verification (IV&V) including assessment of overall test findings and recommendations within fifteen (15) business days of UAT cycle completion – format to be determined by DHR and the TO Contractor following NTP.
- C. Participate in evaluations involving new third-party products and services, and summarize the results of its evaluation and testing within twenty-one (21) business days of the request.

#### **2.6.6 MANAGEMENT CONSULTING**

The TO Contractor shall:

- A. Provide DHR with strategic, unbiased and objective analysis/evaluation of existing organizational challenges and workflow processes for DHR, and develop action plans and recommendations for improving same.
- B. Provide assistance with strategy development, organizational change management, technology implementation, and the identification of "best practices" to drive recommendations for more effective and/or efficient ways of performing tasks.
- C. Provide technical assistance and expertise on proposals submitted and responses to solicitations, after having previously signed and executed a Statement of Confidentiality.
- D. Assist DHR with the development of the Information Technology Project Request form (ITPR), which is a State-level document and process to ensure that Maryland State agencies follow a standardized approach to requesting approval and funding for Major Information Technology Development Projects.
- E. Assist DHR with the development of the Advanced Planning Document (APD), a process which governs the procedure by which states obtain approval for Federal financial participation in the cost of acquiring automated data processing equipment and services. Additional information regarding APD is available at <http://doit.maryland.gov>; and searching Keyword: ITPR.
- F. Assist the DHR Office of the CIO in preparing required reports including, but not limited to, the DHR Information Technology Master Plan (ITMP). The ITMP identifies the agency's information technology goals, the strategies to meet those goals and resources required to implement those strategies. The selected TO Contractor will be expected to stay

current on this area by visiting <http://doit.maryland.gov/Pages/default.aspx>; searching Keyword: ITMP.

- G. Develop and submit support strategies for change management to support DHR's critical and high-profile/major system initiatives.
- H. Evaluate and provide written recommendations for improvement on the implementation strategies for DHR's critical and high-profile/major system initiatives (projects and/or large-scale enhancements to existing systems). This includes, but is not limited to:
  - 1. determining that existing applications and new initiatives conform to DHR and DoIT Architecture standards and industry best practices;
  - 2. updating the DHR information technology plan;
  - 3. architecture planning activities;
  - 4. staffing recommendations; and
  - 5. application planning, analysis and design
- I. Provide project management and expertise to DHR staff, DHR Directors, and DHR Office of the CIO, including but not limited to evaluating project information and making recommendations regarding key project decisions based on experience, best practices and industry standards.
- J. Conduct research and present strategies on DHR-defined initiatives. Initiatives will include, but will not be limited to the following:
  - 1. Mobility
  - 2. Local Area Network
  - 3. Wide Area Network
  - 4. Security
  - 5. Disaster Recovery
- K. Develop Statements of Work and assist DHR with development of other documents or presentations as assigned by DHR.
- L. Participate in audits as needed and directed by DHR. These audits may require investigating activities performed by other contractors managed by DHR; analyzing and evaluating data; responding to queries within an audit; assisting with the compilation and collating of data required for submission to the auditing authority, and advising DHR on strategies to follow during audits.
- M. Participate on the DHR Change Control Board (CCB) to review, approve and document all IT system changes. All requests for system changes shall originate with and be approved by the CCB. Changes governed by the CCB may include, but not be limited to:
  - 1. Project Plans
  - 2. Business Needs
  - 3. Software Specifications
  - 4. Hardware Specifications
  - 5. Contract Modifications
- N. Accompany DHR staff to the various DHR local offices, Statewide, to support project activities, as needed, and provide a follow-up report to the TO Manager within seven (7) calendar days after the site visit. The location and number of site visits will be determined at DHR's discretion, but is expected to average ten (10) visits each performance year. The TO Contractor will not be paid expenses under this TO Agreement.

- O. Maintain records of all site visits, providing timely site visit reports to the TO Manager or designee.
- P. Continually challenge the “status quo” to formulate suggestions for standardizing processes, creating new and improving existing workflows and processes.

### **2.6.7 PROJECT COSTING & ESTIMATION ASSISTANCE**

The TO Contractor shall provide a methodology, approach and/or tool to assist DHR in analyzing proposals involving level of effort and/or cost estimates received from third party vendors to determine the reasonableness and validity of the monetary resources and amount of time needed to complete project activities.

### **2.6.8 NETWORK SECURITY**

The TO Contractor shall:

- A. Provide subject matter expertise to DHR Office of the CIO in the long-range enhancement and upgrade efforts of DHR’s security initiatives.
- B. Work with DHR’s ARB and enterprise-planning group to integrate security activities within the development of short and long-term enterprise strategies, goals and objectives.
- C. Assist DHR in overseeing the development and implementation of security standards according to industry best practices and federal, State and DoIT mandated requirements.
- D. Evaluate and provide written recommendations for improvement on the security strategies for DHR’s critical and high-profile/major system initiatives (projects and/or large-scale enhancements to existing systems).
- E. Perform risk analyses and assessment and provide oversight during the development of security plans and monitor the use and effectiveness of those security plans.
- F. Analyze and define security requirements for Multi-Level Security (MLS) issues.
- G. Oversee the design, development, engineering, and implementation of solutions to MLS requirements.

### **2.6.9 APPLICATION MAINTENANCE & DATA CENTER/HOSTING PROJECT MANAGEMENT SUPPORT**

The TO Contractor shall:

- A. Coordinate and participate in meetings related to project activities and prepare and distribute agenda and minutes.
- B. Develop project work plans.
- C. Document, track and manage to completion action items, issues, and risks.
- D. Work with the applicable contractor to review and document contract requirements against current services, and recommend corrective action plans when necessary.
- E. Review, monitor, and report on hosting, data center services and application maintenance services activities such as patch testing and deployment, equipment upgrades, disaster recovery testing coordination and execution, and/or typical maintenance activities to ensure optimal performance of the hosting and data center equipment.

- F. Perform other project-management oversight activities to coordinate and streamline processes between the hosting and application maintenance services.
- G. Provide project management oversight throughout all stages of the software development life cycle (SDLC).
- H. Provide weekly and monthly status reports or as requested.

#### **2.6.10 PERFORMANCE READINESS REVIEW**

The Performance Readiness Review (PRR) Committee is a cross-functional group that evaluates both the AMOE and Hosting contractors' performance and contract compliance, bi-annually and as-needed. The PRR is a critical task that enables DHR to see on a line item basis exactly how services are being performed against the obligations of a given contract. Typically, DHR requires the bi-annual inspections to be conducted on-site in two locations, Indianapolis and Dallas, and the cost shall be included in the fixed fee. The TO Contractor shall advocate for DHR's best interests ensuring that the PRR is executed in a cost-effective, efficient, and customer-focused manner. In order to complete the PRR, the TO Contractor shall:

- A. Identify each contractual requirement and develop a methodology and approach to address and evaluate each requirement to assess compliance.
- B. Document each finding with evidence of performance. Typically, evidence of compliance by the respective contractor can be a report, an e-mail, screen shot, hosting a WebEx session to review proprietary information associated with the requirement, written standard operating procedure, a tracking spreadsheet, etc.
- C. Document contractor responses and pertinent observations and indicate the response status for each requirement: completed, partially complete and need more information, incomplete and needing improvement response from the respective contractor, etc.
- D. Create detailed reporting of results to the DHR Office of the CIO. The format of the report shall be determined by the DHR Office of the CIO after TO Agreement award.
- E. Participate in the weekly CIO briefings to address open items and applicable corrective action plans.
- F. Review, distribute and follow up on action items, issues, and risks to closure.
- G. Include PRR activity status in monthly progress reports.
- H. Conduct a bi-annual on site visit to the Hosting contractor's data center. The TO Contractor shall:
  - 1. Prepare an agenda with input from DHR in preparation for the visit.
  - 2. Attend meetings, presentations and Executive-only sessions to review and discuss in detail various areas of performance.
  - 3. Physically inspect and tour contractor's facility in order to provide verification of DHR's hardware environments, and security protections.
  - 4. Record action items into tracking documents for subsequent follow-up by the respective vendor and TO Contractor.

#### **2.6.11 GOVERNANCE, COMMITTEES AND OPERATIONAL SUPPORT**

The governance, steering committees, and operational support teams are cross-functional groups that are tasked with identifying and prioritizing, testing, and advocating for enhancements and

modifications to DHR application systems that will benefit workers, clients, and maintain or enhance data integrity. These governance teams typically meet once a month, but can meet more or less frequently depending upon situational necessity. The governance groups may consist of any combination of Executive leaders from the Office of the Secretary, OTHS, SSA, FIA, CSEA, other DHR partners, as well as outside agencies, such as the Maryland Department of Health and Mental Hygiene (DHMH), Department of Legislative Services (DLS) and DoIT. There are two levels of governance groups – one is the tactical group and the other is the strategic group.

The TO Contractor shall participate in meetings as a DHR business analyst and shall:

- A. Coordinate and schedule meetings;
- B. Prepare and distribute agendas and meeting minutes;
- C. Distribute and follow up on action items, issues, risks, and governance reports, or other tasks as assigned by DHR;
- D. Work with the governance groups to establish program and departmental priorities;
- E. Participate in documenting and reviewing requirements;
- F. Develop and manage UAT plans, scripts and activities;
- G. At the tactical level, work with the governance group to set the release schedules for applications; and
- H. Attend the weekly Program Review meeting and follow up with DHR on any discrepancies between what is reported and what is fact.

#### **2.6.12 STRATEGIC PLANNING**

The TO Contractor shall:

- A. Assist in the development and updating of the long-range, comprehensive plan for DHR's information technology (IT) systems, processes, technical architecture and standards. While DHR will be primarily responsible for the Long-Range IT Plan, the TO Contractor shall serve as a key collaborator.
- B. Identify requirements and new technology for deployment or automation of tasks associated with the EPMO and/or DHR business processes.
- C. Proactively submit recommendations and options regarding new technology and automation to DHR for its review and approval.
- D. Facilitate and promote active cross-functional, cross-group and cross-location coordination and communication related to new technology and automation.

#### **2.6.13 SERVICE LEVEL AGREEMENT (SLA)**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

#### **2.6.14 BACKUP / DISASTER RECOVERY**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

#### **2.6.15 REQUIREMENTS FOR HARDWARE, SOFTWARE, AND MATERIALS**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

### 2.6.16 TO Contractor Team

The TO Contractor shall provide the following resources to perform the listed duties for the role:

#### A. TO Contractor's Program Manager (CPM)

**Duties:** CPM is the TO Contractor's single point of contact for the State regarding the TO Agreement and is responsible for the overall management for TO Agreement support operations. This person also organizes, directs, and coordinates the planning and production of all TO Agreement activities, projects and support activities, including those of subcontractors; oversees the development of or develops work breakdown structures, charts, tables, graphs, major milestone calendars and diagrams to assist in analyzing problems and making recommendations. This person shall demonstrate excellent written and verbal communications skills and shall be capable of negotiating and making binding decisions for the Master Contractor.

#### B. Senior Subject Matter Expert

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

#### C. Quality Assurance Specialist

**Duties:** The QA Specialist must be able to determine the resources required for quality control, and at a minimum, shall maintain the level of quality throughout the software life cycle; develop software quality assurance plans; and maintain and establish a process for evaluating software and associated documentation.

#### D. Senior IT Professional

**Duties:** Identifies strategic issues for the Information Management Department and advises IT Senior Management of the risks and/or opportunities created by these issues. Issues will be centered on IT measurements and IT project management. IT measurements will encompass the refining or creating of measures related to value creation of IT products and services. Project Management will include presenting recommendations on ways of managing projects more effectively (including, but not limited to: appropriate methodology and quality reviews) Accountabilities include coordinating input from various IT departments to develop

recommendations, conducting analyses of issues and ensuring adequate communication of the endorsed positions and recommendations to stakeholders.

#### E. **Security, Computer Systems Specialist**

**Duties:** Analyzes and defines security requirements for MultiLevel Security (MLS) issues. Designs, develops, engineers, and implements solutions to MLS requirements. Gathers and organizes technical information about an agency's mission goals and needs, existing security products, and ongoing programs in the MLS arena. Performs risk analyses, which also include risk assessment.

## 2.7 **PERFORMANCE AND PERSONNEL**

### 2.7.1 **WORK HOURS**

- **Business Hours Support:** The TO Contractor's collective assigned personnel shall support core business hours (7:00 AM to 6:00 PM), Monday through Friday except for State holidays, Service Reduction days, and Furlough days observed by the Department. TO Contractor personnel may also be required to provide support outside of core business hours, including evenings, overnight, weekends, and holidays to support: specific efforts and emergencies to resolve system repair or restoration.
- **Scheduled Non-Business Hours Support:** After hours support may be necessary to respond to IT Security emergency situations. Additionally, services may also involve some evening and/or weekend hours performing planned system upgrades in addition to core business hours. Hours performing system upgrades would be billed on actual time worked at the rates proposed.
- **State-Mandated Service Reduction Days:** TO Contractor personnel shall be required to participate in the 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. The TO Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.

### **2.7.2 PERFORMANCE EVALUATION**

The TO Contractor shall issue personnel performance ratings via Performance Evaluation Form (PEF) (or other format approved by DHR) for all TO Contractor's staff, including subcontractors, program managers, etc. The TO Contractor shall evaluate TO Contractor personnel performance twice a year and provide results to the DHR TO Manager. DHR reserves the right to ask for the removal of any person who receives an unsatisfactory evaluation. See Attachment 18 for performance evaluation form example.

### **2.7.3 PERFORMANCE ISSUE MITIGATION**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

### **2.7.4 SUBSTITUTION OF PERSONNEL AFTER AWARD**

The substitution of proposed personnel during the evaluation period, prior to award, is prohibited. Substitutions of any kind, post proposal due date, but prior to award, is considered to be the equivalent of an alternate proposal, and is prohibited.

The substitution of personnel procedures is as follows:

- A. The TO Contractor may not substitute personnel without the prior approval of the TO Manager.
- B. To replace any personnel, the TO Contractor shall submit resumes of the proposed individual specifying the intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.
- C. Proposed substitute individual shall be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute individual. After the interview, the TO Manager will notify the TO Contractor of acceptance or denial of the requested substitution.
- D. If deemed appropriate in the sole discretion of the DHR TO Manager, the TO Contractor shall replace an individual immediately and without notice or a remediation plan.

### **2.7.5 APPROVAL/REMOVAL OF SUBCONTRACTORS**

After the NTP is issued, the selected TO Contractor shall obtain prior written approval from the TO Manager for any subcontractor added and/or removed. The TO Contractor shall submit a formal request to the DHR TO Manager for review and approval. Attachment 23 shall be used for MBE subcontractors only. The Department's approval of a subcontractor shall not relieve the TO Contractor of its obligations under this agreement. Nothing contained in this TO Agreement shall create any contractual relationship between a subcontractor and the Department.

### **2.7.6 ROLL-ON/ROLL-OFF OF TO CONTRACTOR STAFF**

The purpose of the Roll-On/Roll-Off procedures is to ensure a seamless transition of the TO Contractor's staff at DHR and ensures there will be adequate office space, equipment, security (facility and data) and system access to support individual job responsibilities. The reverse is true

for the Roll-Off process as equipment and security badges are returned and system access is permanently revoked. The Roll-On/Roll-Off forms and procedures are located on the DHR local intra-net site. Access to the DHR intranet will be provided to the TO Contractor.

The TO Contractor shall comply with DHR's Roll-On/Roll Off process indicated below, and complete all forms in a timely manner. The TO Contractor shall:

- A. Allow adequate lead time when initiating a Roll-On/Roll-Off of selected TO Contractor resources, as the process spans many areas of the DHR organization, including the processing of data and forms.
- B. For TO Contractor staff joining DHR, submit the Roll-On form no less than three (3) business days prior to the start date in order to permit DHR to resolve office and equipment requirements and to create the user accounts.
- C. Provide a copy of the EPMG to all TO Contractor's staff during Roll-On and include a sign-off to acknowledge receipt of the EPMG. The EPMG may be delivered in hardcopy, electronic format, or both.
- D. For TO Contractor staff leaving DHR, complete the Roll-Off form no later than one (1) business day of learning of the departure.

#### **2.7.7 PREMISES AND OPERATIONAL SECURITY**

##### **A. IT Security Requirements**

1. The TO Contractor's failure to adhere to the requirements of Section 2.4.2 of the CATS+ RFP will result in DHR confiscating the TO Contractor's equipment.
2. The Contractor shall warrant to DHR that it will familiarized all TO Contractor staff with the requirements of the State's IT Security Policies and any accompanying State and Federal regulations, and shall comply with all applicable requirements in the course of the TO Agreement.
3. The TO Contractor shall ensure its equipment meets or exceeds DHR's standards for virus protection and security.

##### **B. State Security Requirements**

1. Each person who is an employee or agent of the Master Contractor or subcontractor shall display his or her company identification badge at all times while on State premises. Upon request of State personnel, each such employee or agent shall provide additional photo identification.
2. The TO Contractor be responsible for safeguarding all State property provided for Contractor use. All State facilities, equipment and materials shall be secured during non-duty hours.

3. The TO Contractor employees and subcontractors may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Contractor employees and subcontractors to be accompanied while on secured premises.
4. The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States citizens prior to commencement of work under the resulting TO Agreement.
5. TO Contractor shall remove any employee from working on the resulting TO Agreement where the State of Maryland provides evidence to the TO Contractor that said employee has not adhered to the security requirements specified herein.
6. The cost of complying with all security requirements specified herein are the sole responsibilities and obligations of the TO Contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

#### **2.7.8 BACKGROUND CHECKS**

In addition to the requirements of Section 2.4.3.2 of the CATS+ Master Contract, the TO Contractor shall:

- A. Ensure the CJIS background check spans ten (10) years.
- B. Not employ any person who has been convicted of the following crimes:
  1. Child abuse;
  2. Child neglect;
  3. Spousal abuse; or
  4. Any other crime against children including possession and/or distribution of child pornography.
- C. Provide a Criminal Background Check Affidavit (Attachment 19) for each employee certifying to the Department that a background check has been performed (this shall be done at the TO Contractor's expense). The TO Contractor shall provide the Affidavits, via e-mail to the TO Manager, no later than four (4) months after the NTP and annually at beginning of each Contract year. DHR reserves the right to disqualify any TO Contractor employees or subcontractors whose background checks and the on suggest conduct, involvements, and/or associations that DHR determines, in its sole discretion, to be inconsistent with the performance and/or security requirements set forth in this TORFP.
- D. Provide, upon request by DHR, the results of all security background checks. DHR reserves the right to perform additional background checks or spot audits to ensure the background checks have been completed and are current. DHR may randomly request a copy of a background check for any individual associated with the TO Agreement. The Contractor shall provide a copy of the background check within 24 hours of the request.

- E. Ensure that any replacement personnel have a background check before starting employment.

## **2.7.9 TO CONTRACTOR INTERFACE WITH OTHER VENDORS**

The TO Contractor shall not follow directions from any other vendor contracted by DHR when interfacing with other vendors.

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

### **2.7.10 DRESS CODE**

All TO Contractor staff are required to follow dress code standards as described in Attachment 22.

## **2.8 DELIVERABLES**

### **2.8.1 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 e-mail using the provided form.

For every deliverable, the TO Contractor shall submit by e-mail an Agency 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 2.8.3 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 2.8.3.

### **2.8.2 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 2.8.4 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.

For every deliverable defined in a fixed price Sub Task Order, 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 2.15.

In the event of rejection of a deliverable defined in a fixed price Sub Task Order 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 project tasks may not continue until deliverable deficiencies are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks.

### **2.8.3 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.

#### **2.8.4 DELIVERABLE DESCRIPTIONS/ACCEPTANCE CRITERIA**

##### **A. Kick-Off Meeting**

No later than five (5) calendar days of NTP, the TO Contractor shall schedule and conduct a Project Kick-Off Meeting. The TO Contractor shall present an overview of the TO Contractor and high level project plan, staffing plan and relative organization chart, procedures for submitting deliverables, plans for monitoring DHR's review and approval of deliverables, set-up and maintenance of the Contract Project Library, major transition activities, project status meeting schedule and guidelines, and other areas of coordination between TO Contractor, other vendors and DHR. At a minimum, the TO Contractor's Manager and any staff deemed necessary shall attend. TO Contractor shall confer with the TO Manager to determine the DHR staff, date and time for this kickoff meeting. A draft of the status presentation material shall be submitted for review to the TO Manager no less than three (3) business days prior to the scheduled meeting presentation.

##### **B. Contract Project Library**

No later than fifteen (15) calendar days of NTP, the TO Contractor shall establish an electronic project library on the DHR intranet. DHR staff will assist with the physical establishment. At a minimum the library shall contain copies of the TORFP, TO Contractor Proposal, TO Agreement, and all final deliverables. This library shall be updated no less than biweekly. This library shall be delivered to the TO Manager no later than fifteen (15) calendar days prior to the conclusion of the TO Agreement.

##### **C. Weekly Status Meeting**

No later than fifteen (15) calendar days of NTP, the TO Contractor shall schedule and conduct weekly status meetings with DHR discussing at the very minimum, activities completed, upcoming activities, issues, and risks to the project management office on a weekly basis. TO Contractor shall confer with DHR to determine the stakeholders, recurring day and time for this meeting.

##### **D. Weekly Status Reports**

No later than fifteen (15) calendar days of NTP, the TO Contractor shall begin to provide weekly status reports in the format dictated by the DHR TO Manager.

### E. Transition-In Plan

1. The Master Contractor shall submit an Initial *Transition- In* Plan with the Technical Proposal. No later than fifteen (15) calendar days of NTP, the TO Contractor shall provide a final Transition-In Plan. The Initial Transition-In Plan shall include:
  - The Key transition personnel and their respective roles.
  - The reporting mechanism for providing, at a minimum, weekly reports during the transition.
  - Any experience and concerns considered important and relevant from prior transitions and/or implementations of similar size and scope.
  - The required involvement of the TO Contractor, DHR management and staff, other State resources, and any third-party involvement subcontracted by the TO Contractor during the transition.
  - Risk assessment and mitigation recommendations/solutions.
  - A clear set of tasks, objectives, outcomes, and *timeframes* to transition in-flight work activities, processes, people, services, knowledge and documentation.
2. During the transition period, the TO Contractor shall conduct formal weekly status meetings with DHR and vendors. The TO Contractor's Project Manager shall attend all status meetings with DHR and other vendors. The TO Contractor shall generate a status report as the basis for the status meeting. In the status report, the TO Contractor shall address:
  - Project schedule (current status of all tasks)
  - Near-term activities
  - Deliverables (submitted, due, overdue, approval status, and payment status)
  - Staffing (planned labor hours and actual labor hours)
  - Project risks (including mitigation status)
  - Quality assurance (tasks and status)
  - Configuration management (tasks and status)
  - Issues (log of identified issues with status of each)
  - Action items (log of items with status of each)
  - Other topics requested by DHR
3. Each individual resource shall have a maximum of sixty (60) calendar days to transition in.

### F. Monthly Progress Reports

The TO Contractor shall provide a monthly progress report to be submitted no later than the 15th day following the close of the reporting period. If the fifteenth day falls on a weekend or holiday, the report must be delivered the last work day before the fifteenth day of the month. At a minimum, the monthly progress report shall contain:

- Agency name
- Contract number

- Functional area name and number
- Work accomplished during the month
- Deliverable progress, as a percentage of completion
- Problem areas, including scope creep or deviation from the work plan
- Planned activities for the next reporting period
- Performance Readiness Review (PRR) Committee activities, as applicable
- Gantt chart updated from the original to show actual progress; as applicable explanations for variances and plan for completion on schedule
- An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date

#### G. Enterprise Project Management Plan

No later than thirty (30) calendar days of NTP, the TO Contractor shall develop and submit PMP. This Plan may either reference or include a set of the subsidiary plans also required and defined as deliverables. This set of subsidiary plans may be developed as separate documents and referred to within the PMP, or they can be included within the PMP. However, all project planning deliverables shall align with the DoIT Project Management Planning template as found on the DoIT website.

#### H. Project Charter

Within thirty (30) calendar days of NTP, the TO Contractor shall develop and submit the Project Charter. This Charter shall provide the project scope definition, high-level requirements project team structure, constraints, assumptions, potential risks, any measurable success criteria and security considerations. It shall provide the justification for the scope with specific objectives, intended goals, a preliminary schedule with expected milestones/deliverables and forecasted completion dates. The Charter shall also include a list of resources with roles and responsibilities, as well as the governance and authority for decisions.

#### I. Staffing Plan

The TO Contractor shall deliver an initial Staffing Plan with their response to this TORFP. The Staffing Plan shall include an organization chart showing how the TO Contractor proposes to staff the project. The Staffing Plan shall identify personnel and clearly describe all resource requirements, title, function, and roles, and responsibilities. The Master Contractor shall detail the timing plan and methodology for initial and ongoing staffing. The TO Contractor shall deliver a final Staffing Plan no later than thirty (30) calendar days from NTP. This plan shall be maintained and submitted, at a minimum, every six (6) months or no later than three (3) business days after a significant change in staffing.

#### J. Communication Plan

No later than thirty (30) calendar days from NTP, the TO Contractor shall deliver the Communication Plan. Communication planning is one of the most important subsidiary plans in

the PMP. It serves as a guideline to manage communications across DHR including status reporting and other key communications. It describes the processes required to ensure timely and appropriate generation, collection, distribution, storage, retrieval, and disposition of program/project information. The Communication Plan shall provide the detailed processes and techniques the TO Contractor will use to collect, store, and report on progress and effectiveness as well as what information, when they need it, how it will be delivered, and by whom.

#### K. Risk Management Plan

No later than thirty (30) calendar days from NTP, the TO Contractor shall develop and submit a thorough and complete Risk Management Plan. The plan shall include the TO Contractor's approach to managing risk as well as describe the TO Contractor's complete understanding of risk management.

#### L. Project Work Plan (PWP)

No later than thirty (30) calendar days from NTP, the TO Contractor shall develop and submit a comprehensive PWP. The PWP shall, at a minimum, include fields to track the task, resource, planned start date, revised start date, actual start date, planned end date, revised end date, actual end date, percent complete, task dependencies and checkpoint reviews (as established with DHR). The work hours provided for each element of a task shall not exceed 80 hours. Any tasks greater than 80 hours shall be broken down into smaller tasks. The PWP shall include all major tasks that will be required to complete the project. The PWP shall be developed using MS Project 2007.

#### M. Transition-Out Plan

The TO Contractor shall develop and submit an initial *Transition-Out* Plan with the TO Proposal. No later than 180 calendar days prior to the end of the contract year (EOC), the TO Contractor shall submit the final Transition-Out Plan. The Plan shall describe the strategy to successfully accomplish a seamless transition between the TO Contractor and the incoming contractor.

The *Transition-Out* plan shall contain a description of the resources that the TO Contractor will commit and the functions that the TO Contractor will perform, along with time frames, in transferring the operation to the successor TO Contractor. Additionally, the TO Contractor shall:

1. Complete all turnover activities as provided for in the TO Contractor's turnover plan and within DHR-approved timeframes that will enable the successful takeover of the operation with no delays or decreases in services.
2. Cooperate with the incoming contractor and provide requested documentation by the defined deadline, participate in meetings, complete assigned tasks in accordance with the incoming contractor's work plan, and behave in a courteous and professional manner at all times in order to effectuate a seamless transition.
3. Each individual resource shall have a maximum of sixty (60) calendar days to transition out.

#### N. Quality Management Plan

No later than thirty (30) calendar days from NTP, the the TO Contractor shall develop and submit a Quality Management Plan . The Plan shall detail how the TO Contractor's methodology shall be tailored to address the needs of DHR. The plan shall include, at a minimum:

1. Methodology
2. Approach
3. Resources
4. Tools
5. Templates

#### O. Quarterly Effectiveness Report

Within ninety (90) calendar days from NTP, the TO Contractor shall develop and provide a report on the effectiveness of the EPMO. This report shall also include suggestions for continuous improvement and information on emerging best practices in project management and submitted thereafter on a quarterly basis.

#### P. Performance Readiness Review

The TO Contractor shall have a methodology and tool to conduct the PRR activities, listed below, for both the AMOE and Hosting contracts. The Master Contractor shall submit an Initial Performance Readiness Review methodology with the Technical Proposal, which at a minimum, shall include the following:

1. Identification of each contractual requirement for review down to the sub-section/line item level;
2. Evaluation of contractor performance and compliance for each requirement;
3. Documentation of contractor responses;
4. Documentation of review findings where the contractor must provide clear evidence of performance for each item;
5. Documentation of pertinent observations;
6. Documentation of response status for each requirement: completed, partially complete and need more information, incomplete and needing improvement response from the respective contractor;
7. Creation of DHR report with documented observations and recommendations following the PRR activities; and
8. Status Presentations.

Presentations shall be made using MS PowerPoint or other format as specified by DHR. Copies of the presentation shall be provided in both electronic and hard copy to meeting participants unless otherwise specified by DHR. A draft of the status presentation material shall be submitted for review no less than three (3) business days prior to the scheduled meeting presentation.

Q. Ad hoc reports

As needed and requested by DHR, the TO Contractor shall develop and provide ad hoc reports for DHR. The report content, format, and frequency of delivery shall be communicated to TO Contractor at time of request. Examples: metrics evaluations, cost allocation distribution for specific programs.

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Table 1

Deliverable ID #	Deliverable	Initial Due Date	Review & Update Frequency
2.8.4.E	Initial <i>Transition- In</i> Plan	With the Technical Proposal	One time
2.8.4.M	Initial <i>Transition-Out</i> Plan	With the Technical Proposal	One Time
2.8.4.I	Initial Staffing Plan	With the Technical Proposal	One Time
2.8.4.P	Initial Performance Readiness Review Methodology	With the Technical Proposal	One time
2.8.4.A	Kick-Off Meeting	NTP + 5 calendar days	One time
2.8.4.B	Contract Project Library Set Up, Maintenance and delivery	NTP + 15 calendar days	Bi-weekly and no later than 15 calendar days prior to the EOC. Day of week to be determined after award.
2.8.4.C	Weekly Status Meeting	First meeting to be held NTP + 15 calendar days	Weekly – Day of week to be determined after award.
2.8.4.D	Weekly Status Report	NTP + 15 calendar days	Weekly. Day of week to be determined after award.
2.8.4.E	Final Transition-In Plan	NTP + 15 calendar days	One time
2.8.4.F	Monthly Progress Report	NTP + 15 calendar days	Monthly no later than the 15th calendar day following the report month
2.8.4.G	Enterprise PMP	NTP + 30 calendar days	Each TO Agreement anniversary and as needed
2.8.4.H	Project Charter	NTP + 30 calendar days	Each TO Agreement anniversary and as needed
2.8.4.I	Final Staffing Plan	NTP + 30 calendar days	Bi- Annually from

			the TO Agreement anniversary and no later than 3 business days after a significant change in staffing
2.8.4.J	Communication Plan	NTP + 30 calendar days	Each TO Agreement anniversary and as needed
2.8.4.K	Risk Managemnt Plan	NTP + 30 calendar days	Each TO Agreement anniversary and as needed
2..8.4.L	Project Work Plan	NTP + 30 calendar days	Monthly – Day of month to be determined after award.
2.8.4.M	<i>Transition-Out</i> Plan	180 days prior to EOC	180 Days Prior to the end of each option year, if exercised.
2.8.4.N	Quality Management Plan	NTP + 30 calendar days	Each TO Agreement anniversary and as needed
2.8.4.O	Quarterly Effectiveness Report	NTP + 90 calendar days	Quarterly thereafter. Date determined after award.
2.8.4.P	Performance Readiness Review	Spring-June 15 <sup>th</sup> . Fall-November 15 <sup>th</sup> . (May change based on NTP date)	Bi-Annually and as needed
2.8.4.P	Status Presentations	As requested by TO Manager	A draft of the status presentation mater shall be sent out 3 business days before the meeting and as requested by TO Manager
2.6.1.J, 2.6.9..A, 2.6.11.B, 2.8.2.E	Meeting minutes		No later than 2 business days after meeting
2.8.4.E(2)	<i>Transition-In</i> status report	Weekly prior to Transition-In Status	Weekly. Day of week to be

		Meeting	determined after award.
2.8.4.Q	Ad hoc reports		As specified by the DHR TO Manager
2.13	Draft invoice along with an invoice schedule		10th calendar day of the month.

**2.9 TRANSITION ACTIVITIES**

**2.9.1 TRANSITION-IN**

The TO Contractor shall work with DHR to ensure a smooth transition of operations. The TO Contractor’s Program Manager shall meet with DHR TO Manager to:

- A. Become familiar with DHR’s processes, reports, and metrics.
- B. Gain a full understanding of DHR’s expectations regarding the level of cooperation and interaction between all parties.
- C. Become familiar with processes and services provided by DHR, its staff, and its other vendors and contracts.
- D. Set exact dates for meetings for the duration of the *Transition-In* activities.

**2.9.2 TRANSITION-IN EXPECTATIONS**

In addition to the knowledge transfer and technical activities, time shall be dedicated to final transition tasks identified by DHR to determine acceptance criteria and ascertain a smooth transition. Each individual resource shall have a maximum of sixty (60) calendar days to *Transition-In*.

TO Contractor shall:

- A. Complete all *Transition-In* Deliverables, as defined in Section 2.8.4, Project Deliverable Delivery Schedule.
- B. Develop and communicate risk assessments and mitigation strategies.
- C. Work with the incumbent contractor and DHR to ensure a smooth transition of operations. Work during the Transition-In period as if time is of the essence, because this period of time provides an opportunity for the new TO Contractor staff to gain a full understanding of the technical environment in order to provide all the services outlined in this RFP and thereby support all system users.
- D. Conduct weekly status meetings with DHR and the incumbent contractor. The CPM shall attend all status meetings with DHR and the incumbent contractor. The TO Contractor shall generate a status report in preparation for the status meeting. In the status report, the TO Contractor shall address:
  - 1. Project schedule (current status of all tasks)
  - 2. Near term activities
  - 3. Key Milestones and Training Activities

4. Deliverables (submitted, due, overdue, approval status, and payment status)
  5. Knowledge Transfer
  6. Staffing levels
  7. Project risks (including mitigation status)
  8. Quality assurance (tasks and status)
  9. Issues (log of identified issues with status of each)
  10. Action items (log of items with status of each)
  11. Other topics requested by DHR
- E. Generate minutes for all status meetings and distribute the minutes via e-mail within two (2) business days after the meeting for DHR's review and approval.
- F. Attend question and answer sessions with the incumbent contractor and advise DHR TO Manager of any areas of concern based on previous presentations.

### **2.9.3      *TRANSITION-OUT***

*Transition-Out* activities apply to the end of the initial TO Agreement period. Each individual resource shall have a maximum of sixty (60) days to *Transition-Out*. The TO Contractor shall:

- A. Report any outstanding deliverables and/or tasks and time frames for completion to the TO Manager.
- B. Provide a strategy for ensuring that all TO Agreement documentation has been updated to reflect all changes, enhancements, modifications, etc., and has been delivered to DHR. Documentation shall be written in plain English and be by hardcopy and at least one electronic copy on CD in MS Word or applicable medium (PDF) and format at time of turnover.
- C. Ensure that all required support training, and transition information has been transitioned to DHR.
- D. Provide access as necessary for training during normal working hours.

#### **2.9.3.1      *TRANSITION-OUT EXPECTATIONS***

During the *Transition-Out* phase, the current TO Contractor shall be expected to work cooperatively and proactively with the incoming TO Contractor to facilitate a smooth and efficient transition of services. The current TO Contractor shall be expected to participate fully in all meetings called by the incoming TO Contractor as well as DHR staff, and in addition to partnering to accomplish all tasks assigned to them.

The TO Contractor shall, wherever possible, offer guidance, subject matter expertise and other consultancy services to the process.

The TO Contractor shall advocate for DHR's best interests in the *Transition-Out* period, ensuring that the transition is executed in a cost-effective, efficient, and customer-focused manner.

### 2.9.3.2 TRANSITION-OUT ACCEPTANCE CRITERIA

In addition to the knowledge transfer and technical activities, time shall be dedicated to final transition tasks identified by DHR to determine acceptance criteria and ascertain a smooth transition. TO Contractor shall “work cooperatively” with the Department and the incoming contractor by:

- A. Actively participating in all meetings.
- B. Providing requested information within five (5) days of request.
- C. Meeting all defined due dates as determined and approved by DHR.
- D. Making recommendations throughout the *Transition-Out* effort to mitigate risk.

## 2.10 MINIMUM QUALIFICATIONS

### 2.10.1 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. At least ten (10) years of experience providing project management services.
- B. At least one (1) year of experience with federal, state, or local governmental entities.
- C. At least one (1) year of experience with project management tools.
- D. At least one (1) year of experience using Automated Testing Tools and Quality Assurance Tools with defect logging and tracking capabilities.
- E. At least seven (7) years of experience with various phases of the software development lifecycle.
- F. At least one engagement, lasting a minimum of one (1) year, providing management consulting support services and staff to a U.S. based commercial or government entity with at least 5,000 end-users on one (1) contract.
- G. Certification in Capability Maturity Model Integration (CMMI) level 2 or higher.

### 2.10.2 OFFEROR’S PERSONNEL MINIMUM QUALIFICATIONS

The proposed shall meet the following minimum qualifications. **DHR will not accept H1-B candidates.**

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

Master Contractors may only propose **four (4) Key named personnel** in response to this TORFP. All other planned positions shall be described generally in the Staffing Plan, and may not be used as evidence of fulfilling company or personnel minimum qualifications.

#### **A. TO Contractor’s Program Manager (CPM)**

**Education:** A bachelor’s degree from an accredited college or university with a preferred major in Engineering, Computer Science, Information Systems, Business or other related discipline. PMP

certification from the Project Management Institute is required. Certification in Information Technology Infrastructure Library (ITIL) is required.

**General Experience:** At least twelve (12) years of experience in program or project management.

**Specialized Experience:** At least eight (8) years of experience in supervision or oversight of IT related programs or projects.

#### **B. Senior Subject Matter Expert**

**Education:** Bachelor's Degree from an accredited college or university.

**General Experience:** At least twelve (12) years of experience as a business and/or systems analyst working in the Information Technology industry.

#### **C. Quality Assurance Specialist**

**Education:** A Bachelor's Degree from an accredited college or university with a preferred major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. PMP certification from the Project Management Institute is required.

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

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

#### **D. Senior IT Professional**

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

**General Experience:** At least eight (8) years IT experience.

### **2.11 TO CONTRACTOR AND PERSONNEL PREFERRED QUALIFICATIONS**

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

#### **A. TO Contractor's Program Manager (CPM)**

**Education:** Master Degree preferred.

**Specialized Experience:** Health and Human Services experience strongly desired.

#### **B. Senior Subject Matter Expert**

**Education:** Master Degree preferred.

**Specialized Experience:** Health and Human Services experience strongly desired.

#### **C. Quality Assurance Specialist**

**Specialized Experience:** Health and Human Services experience strongly desired.

#### **D. Senior IT Professional**

**Education:** PMP certification from the Project Management Institute is preferred.  
**Specialized Experience:** Health and Human Services experience strongly desired.

## 2.12 RETAINAGE

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

## 2.13 INVOICING

Payment will only be made upon completion and acceptance of the deliverables defined in Section 2.8 and for services performed in the prior month. Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract. Invoices shall be submitted on or before the 15th day of the month following receipt of the approved notice(s) of acceptance from the DHR TO Manager. If applicable, a copy of the DPAF (Attachment 9) shall accompany all invoices submitted for payment. Payment of invoices will be withheld if a signed Acceptance DPAF, Attachment 9, is not submitted.

No payments will be made for any unauthorized services or for any unauthorized changes to the work specified in TORFP. This includes any services performed by the TO Contractor of their own volition or at the request of an individual other than the DHR TO Manager.

### 2.13.1 TIME SHEET SUBMISSION AND ACCEPTANCE

Within three (3) business days after the 15th and last day of the month, the TO Contractor shall submit a semi-monthly timesheet for the preceding half month providing data for all resources provided under the TO.

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

- A. Title: "Time Sheet for EPMO "
- B. Issuing company name, address, and telephone number
- C. For each employee /resource:
  1. Employee / resource name
  2. For each Period ending date, e.g., "Period Ending: mm/dd/yyyy" (Periods run 1<sup>st</sup> through 15<sup>th</sup> and 16<sup>th</sup> through last day of the month.
    - Tasks completed that week and the associated deliverable names and ID#s
    - Number of hours worked each day
    - Total number of hours worked that Period
    - Period variance above or below 40 hours
    - Annual number of hours planned under the TO
    - Annual number of hours worked to date
    - Balance of hours remaining
    - Annual variance to date (Sum of periodic variances)
- D. Signature and date lines for the TO Manager

- E. Time sheets shall be submitted to the TO Manager for approval by signature. TO Manager's acceptance of timesheets shall acknowledge the accuracy of the time reported.

### **2.13.2 T&M INVOICE SUBMISSION PROCEDURE**

The TO Contractor shall submit a draft invoice along with an invoice schedule to the OTHS Compliance Office by the 10th calendar day of the month. The draft invoice will be reviewed by the OTHS Compliance Office for conformance to format, content and invoice schedule. Upon acceptance by and notification from the OTHS Compliance Office, the TO Contractor will proceed with formal submission to the DHR TO Manager or request corrections along with re-submission of draft.

The monthly invoice shall include at a minimum the following information:

- A. Name and Address of TO Contractor
- B. Account Number
- C. Invoice number and date
- D. Billing period/service period
- E. TO Agreement# (i.e. OTHS/OTHS -14-002)
- F. Total current charges
- G. Total billed to date
- H. Remittance address
- I. Contact Name, telephone number, e-mail address and phone number for billing inquiries
- J. Federal Employer Identification Number (FEIN Social Security Number ( SSN
- K. If applicable, Name of deliverable
- L. If applicable, Approved DPAF signed by TO Manager

Accompanying the invoice, the TO Contractor shall submit an Invoice Cover Page, signed Invoice Cover Memo from TO Contractor, Monthly Status Report Approval Signature Page and Monthly Status Report outlining the activities completed to date for which the TO Contractor is requesting payment. The TO Contractor shall provide information detailing the specific deliverable(s), phase or task as appropriate.

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

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

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. The final payment under the TO Agreement will not be made until after certification is received from the Comptroller of the State that all taxes have been paid. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date. DHR is

not required to pay final invoices submitted more than 60 calendar days past the termination date of the TO Agreement.

The TO Contractor shall be paid according to the terms and conditions stated in this TORFP. However, as a general rule, the TO Contractor shall expect payment in the following manner: The TO Contractor shall be paid in the month following the completion and approval of a deliverable, milestone or task as described in the contract. Partially completed deliverables will not be accepted or paid unless written approval is obtained from the TO Project Manager

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

Invoices shall be addressed to:

Sonia Marrero, EPMO Director  
Department of Human Resources  
Office of Technology for Human Services  
1100 Eastern Boulevard  
Essex, MD 21221

## **2.14 SUB TASK ORDER PROCESS**

- A. The TO Contractor shall be required to respond to the initial DHR request for a Sub Task Order within ten (10) business days or within the timeframe designated by the TO Manager. DHR has ten (10) business days to review and approve. If edits are requested, the TO Contractor has five (5) business days to update and return the Sub Task Order. DHR, then, has another five (5) business days to approve the Sub Task Order. The process shall repeat until DHR is satisfied with the quality of the Sub Task Order.
- B. The TO Contractor's response shall adhere to the OTHS EPMO standard response format, (See Attachment 17).
- C. Proposed personnel on any type of Sub Task 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.
- D. The TO Manager will issue a NTP after the Sub Task Order is approved and/or interviews are completed.
- E. The TO Contractor shall ensure that all approved personnel have background check completed and will supply the background check affidavit as proof.



## 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.

### 3.2 SUBMISSION

- A. Hard copies of the TO Proposal shall be submitted by mail or hand-delivery to the TO Procurement Officer. TO Proposals shall be received by the TO Procurement Officer by the date and time specified in the Key Information Summary Sheet in order to be considered. Requests for extension of this date or time shall not be granted. Master Contractors mailing TO Proposals should allow sufficient mail delivery time to insure timely receipt by the TO Procurement Officer. TO Proposals or unsolicited amendments to the TO Proposals arriving after the closing time and date will not be considered, except under the conditions identified in COMAR 21.05.02.10 B and 21.05.03.02 F. **Oral, electronic mail or facsimile TO Proposals will not be accepted.**
- B. The TO Proposal shall be submitted by means of one (1) original printed set with signatures for the TO Technical Proposal with Attachments (See Section 3.3 below) and one (1) original printed set with signatures for the TO Financial Proposal with Attachments (See Section 3.3 below). Please provide six (6) additional copies of the TO Technical Proposal and six (6) additional copies of the TO Financial Proposal. Please provide one (1) CD-ROM containing the TO Technical Proposal one (1) CD-ROM containing the TO Financial Proposal. The envelope of each Proposal and CD-ROM shall be labeled as follows:
  1. Name of Master Contractor
  2. State of Maryland
  3. Sealed (Technical or Financial )Proposal
  4. CATS+ TORFP P.O. # N00B4400094
  5. Procurement Officer: Richard Wright

### 3.3 SUMMARY OF ATTACHMENTS

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

- A. The following attachments shall be included with the TO Technical Proposal:
  - Attachment 2-D-1 and D-2 -MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule
  - Attachment 4 – Conflict of Interest Affidavit and Disclosure

- Attachment 5 A and B – Labor Classification Personnel Resume Summaries
- Attachment 10 – Non-Disclosure Agreement (Offeror)
- Attachment 13 – Living Wage Affidavit of Agreement
- Attachment 15-V-1 – Veteran-Owned Small Business Enterprise Utilization
- Attachment 16 - Certification Regarding Investments in Iran
- Attachment 20 – Certificate of HIPAA Compliance

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

- Attachment 1 Price Sheet

### 3.4 TO 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 detailed narrative of the Master Contractor's proposed methodology and solution for completing the requirements and deliverables in Section 2 - Scope of Work. This section shall include a comprehensive schedule of tasks and estimated times frames for completing all requirements and deliverables, including any tasks to be performed by State or third party personnel.
3. Draft Work Breakdown Structure (WBS): A matrix or table that shows a breakdown of the tasks required to complete the requirements and deliverables in Section 2 - Scope of Work. The WBS should reflect the chronology of tasks without assigning specific time frames or start / completion dates. The WBS may include tasks to be performed by the State or third parties, 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 Risk Assessment: Identification and prioritization of risks inherent in meeting the requirements in Section 2 - Scope of Work. Includes a description of strategies to mitigate risks. If the Risk Assessment appears as a deliverable in Section 2 – Scope of Work, that version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.
5. Initial *Transition-In* Plan: The Offeror's response to this TORFP shall clearly outline the approach to *Transition-In* activities. The approach shall describe the Offeror's strategy to successfully accomplish a seamless transition. The Plan shall include a clear breakdown of tasks and responsibilities, including those tasks which will be the responsibility of DHR during the transition along with those that are the responsibility of the TO Contractor.
6. Initial *Transition-Out* Plan: The Offeror's response to this TORFP shall clearly outline the approach to *Transition-Out* activities. The approach shall describe the Offeror's

strategy to successfully accomplish a seamless transition. The Offeror shall submit Initial *Transition-Out* Plan with the Technical Proposal. The Initial *Transition-Out* Plan shall include a specific approach and schedule to all *Transition-Out* activities. The Plan shall include a clear breakdown of tasks and responsibilities, including those tasks which will be the responsibility of DHR during the transition along with those that are the responsibility of the TO Contractor.

7. Assumptions: A description of any assumptions formed by the Offeror in developing the Technical Proposal. Offerors should avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.
8. Proposed Tools: A description of any tools, for example hardware and/or software applications that will be used to facilitate the work. Additionally, each Master Contractors shall include, as part of its Technical Proposal, a description of the analysis tools with which they have experience.
9. Tools the TO Master 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 2.10.1

<b>Reference</b>	<b>Offeror’s Company Minimum Requirement</b>	<b>Evidence of Compliance</b>
2.10.1.A	At least ten (10) years of experience providing project management services.	Offeror evidence of compliance here.
2.10.1.B	At least one (1) year of experience with federal, state, or local governmental entities.	Offeror evidence of compliance here.
2.10.1.C	At least one (1) year of experience with project management tools.	Offeror evidence of compliance here.
2.10.1.D	At least one (1) year of experience using Automated Testing Tools and Quality Assurance Tools with defect logging and tracking capabilities.	Offeror evidence of compliance here.
2.10.1.E	At least seven (7) years of experience with various phases of the software development lifecycle	Offeror evidence of compliance here.
2.10.1.F	At least one engagement, lasting a minimum of one (1) year, providing management consulting support services and staff to U.S. based commercial or government entities with at least 5,000 end-users on one (1) contract.	Offeror evidence of compliance here.
2.10.1.G	Certification in Capability Maturity Model Integration (CMMI) level 2 or higher.	Offeror evidence of compliance here.

## C. Proposed Personnel and TORFP Staffing

Offeror shall propose exactly **four (4) Key named resources** in response to this TORFP. These named references will be evaluated for the purposes of award. **(Important! Identify specific names and provide history only for the proposed Key resources required for evaluation of this TORFP.**

1. Complete and provide for each proposed resource Attachment 5A Minimum Qualifications Summary and Attachment 5B Personnel Resume Form.
2. Provide evidence proposed personnel possess the required certifications in accordance with Section 2.10.2 Offeror's Personnel Minimum Qualifications. Please note, at DHR's request, the TO Contractor may also be required to produce diplomas or other evidence of stated educational background.
3. Provide three (3) references per proposed personnel containing the information listed in Attachment 5B.
4. Provide a Staffing Plan that demonstrates how the Offeror will provide resources in addition to the key 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 evaluation of this TORFP).**
  - b) Process and proposed lead time for locating and bringing on board resources that meet the TO Agreement's needs.
  - c) Supporting descriptions for all labor categories proposed in response to this TORFP.
  - d) The Master Contractor shall detail the timing plan and methodology for initial and ongoing staffing.
  - e) Description of approach for quickly substituting qualified personnel after start of TO.
  - f) Provide the names and titles of the Offeror's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.
  - g) 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.
  - h) The TO Contractor shall ensure that all approved personnel have a background check completed and will supply the background check affidavit as proof.

D. MBE, SBE Participation and VSBE Participation:

1. Submit completed Minority Business Enterprise Participation Affidavits (Attachments 2 - D-1 – D-7)
2. Submit completed VSBE documents of Attachment 15.
3. The Offeror shall be a Small Business Reserve (SBR) certified entity.

E. Subcontractors

Identify all proposed subcontractors, including MBEs, and their roles in the performance of Section 2 - Scope of Work.

F. Overall Offeror 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:
  - a) Name of organization.
  - b) Point of contact name, title, e-mail 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 and/or other Governmental 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, e-mail, 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. Master 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 Sheet).
- B. Attachment 1 - Price Sheet, completed in 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 Sheet. Prices shall be valid for 120 days.
- C. To be responsive to this TORFP, the Price Sheet (Attachment 1) shall provide labor rates for all labor categories. 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.

**Note:** Failure to specify a CATS+ labor category in the completed Price Sheet for each proposed resource will make the TO proposal non-responsive to this TORFP.

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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, the TO Requesting Agency 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 render a TO Proposal not reasonably susceptible for award:

- A. The overall experience, capability and references for the Master Contractor as described in the Master Contractor's TO Technical Proposal.
- B. The Master Contractor's overall understanding of the TORFP Scope of Work – Section 2. Level of understanding will be determined by the quality and accuracy of the Technical Proposal in adherence with Section 3.4.
- C. The capability of the proposed 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). **(Important! Identify specific names and provide history only for the four (4) proposed Key resources required for evaluation of this TORFP).**
- D. The ability for the Master Contractor to meet staffing expectations relative to supplying additional personnel for this TORFP meeting qualifications in Section 2.10 and 2.11. Demonstration of how the Master Contractor plans to staff the TO at the levels set forth in Section 2, and also for potential future resource requests.
- E. References. At least three (3) and no more than five (5) letters of reference from current or past clients. The references shall be current and identify the name of each reference, point of contact, and telephone number. DHR will have the right to contact any reference of its choosing as part of the evaluation process, including references not provided by the contractor but otherwise known by the Department. References from DHR Personnel are not acceptable.

### 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. 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.
- C. Qualified TO Financial Proposal responses will be reviewed and ranked from lowest to highest price proposed.
- F. The most advantageous TO Proposal considering both the technical and financial submissions shall be selected for TO award. In making this selection, technical merit has greater weight.
- D. 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 Criminal Background Check Affidavit for all TO Contractor personnel named in the Proposal, a Purchase Order, and by a NTP authorized by the TO Procurement Officer. See Attachment 7 Notice to Proceed (sample).

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#### **4.5 LIST OF ATTACHMENTS**

Attachment Label	Attachment Name	Applicable to this TORFP?	Submit with Proposal?*(Submit, Do Not Submit, N/A)
Attachment 1	Price Sheet	Always Applicable	Submit with TO Financial Proposal
Attachment 2	Minority Business Enterprise Participation (Attachments D-1 – D-7)	Applicable	Submit with TO Technical Proposal
Attachment 3	Task Order Agreement (TO Agreement)	Always Applicable	Do Not Submit with Proposal
Attachment 4	Conflict of Interest Affidavit and Disclosure	Always 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)	Always 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)	Always Applicable	Submit with TO Technical Proposal
Attachment 11	Non-Disclosure Agreement (TO Contractor)	Always Applicable	Do Not Submit with Proposal
Attachment 12	TO Contractor Self-Reporting Checklist	Always Applicable	Do Not Submit with Proposal
Attachment 13	Living Wage Affidavit of Agreement	Always Applicable	Submit with TO Technical Proposal
Attachment 14	Mercury Affidavit	Not Applicable	Not Applicable
Attachment 15	Veteran Owned Small Business Enterprise Utilization Affidavit (Attachments V-1 – V-4)	Applicable	Form V-1, submit with TO Technical Proposal
Attachment 16	Certification Regarding Investments in Iran	Always Applicable	Submit with TO Technical Proposal
Attachment 17	Sample Sub Task Order	Applicable	Do Not Submit with Proposal
Attachment 18	Performance Evaluation Form	Applicable	Do Not Submit with Technical Proposal
Attachment 19	Criminal Background Check Affidavit	Applicable	Do Not Submit with Technical Proposal
Attachment 20	Certificate of HIPAA Compliance	Applicable	Submit with Technical Proposal
Attachment 21	IRS Contractor Awareness	Applicable	Do Not Submit with Proposal

	Acknowledgement		
Attachment 22	Dress Code	Applicable	Do Not Submit with Proposal
Attachment 23	MBE Participation Schedule for Use with MBE Amendments Only	Applicable	Do Not Submit with Proposal
Attachment 24	Glossary	Applicable	Do Not Submit with Proposal
Attachment 25	DHR Hardware Standards	Applicable	Do Not Submit with Proposal
Attachment 26	List of DHR Applications	Applicable	Do Not Submit with Proposal

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

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**ATTACHMENT 1 - PRICE SHEET (PAGE 1 OF 4)**

PRICE SHEET (TIME AND MATERIALS) FOR CATS+ TORFP # N00B4400094

The total class hours (Column B) are not to be construed as “guaranteed” hours; the total number of hours is an estimate only for purposes of price sheet evaluation.

A year for this TO shall be calculated as one calendar year from NTP.

**Labor Rate Maximums:** The maximum labor rate that may be proposed for any CATS+ Labor Category shall not exceed the maximum for the CATS+ Master Contract year in effect on the TO Proposal due date.

Job Title from TORFP	Corresponding CATS+ Labor Category	Hourly Labor Rate (A)	Total Class Hours (B)	Total Proposed CATS+ TORFP Price (C)
<b>Base Year 1</b>				
<b>TO Contractor’s Program Manager (Key)</b>	<b>Program Manager</b>	\$	<b>1960</b>	\$
<b>Senior Subject Matter Expert (Key)</b>	<b>Senior Subject Matter Expert</b>	\$	<b>1960</b>	\$
<b>Quality Assurance Specialist (Key)</b>	<b>Quality Assurance Specialist</b>	\$	<b>1960</b>	\$
<b>Senior IT Professional (Key)</b>	<b>Senior IT Professional</b>	\$	<b>1960</b>	\$
<b>Security, Computer Systems Specialist (Non Key)</b>	<b>Security, Computer Systems Specialist</b>	\$	<b>1960</b>	\$
<b>Senior Subject Matter Expert (Non Key)</b>	<b>Senior Subject Matter Expert</b>	\$	<b>7840</b>	\$
<b>Quality Assurance Specialist (Non Key)</b>	<b>Quality Assurance Specialist</b>	\$	<b>7840</b>	\$
		<b>Price – Year 1</b>		\$
<b>Base Year 2</b>				
<b>TO Contractor’s Program Manager (Key)</b>	<b>Program Manager</b>	\$	<b>1960</b>	\$
<b>Senior Subject Matter Expert (Key)</b>	<b>Senior Subject Matter Expert</b>	\$	<b>1960</b>	\$

Job Title from TORFP	Corresponding CATS+ Labor Category	Hourly Labor Rate (A)	Total Class Hours (B)	Total Proposed CATS+ TORFP Price (C)
<b>Quality Assurance Specialist (Key)</b>	<b>Quality Assurance Specialist</b>	\$	<b>1960</b>	\$
<b>Senior IT Professional (Key)</b>	<b>Senior IT Professional</b>	\$	<b>1960</b>	\$
<b>Security, Computer Systems Specialist (Non Key)</b>	<b>Security, Computer Systems Specialist</b>	\$	<b>1960</b>	\$
<b>Senior Subject Matter Expert (Non Key)</b>	<b>Senior Subject Matter Expert</b>	\$	<b>7840</b>	\$
<b>Quality Assurance Specialist (Non Key)</b>	<b>Quality Assurance Specialist</b>	\$	<b>7840</b>	\$
		<b>Price – Year 2</b>		\$
<b>Base Year 3</b>				
<b>TO Contractor’s Program Manager (Key)</b>	<b>Program Manager</b>	\$	<b>1960</b>	\$
<b>Senior Subject Matter Expert (Key)</b>	<b>Senior Subject Matter Expert</b>	\$	<b>1960</b>	\$
<b>Quality Assurance Specialist (Key)</b>	<b>Quality Assurance Specialist</b>	\$	<b>1960</b>	\$
<b>Senior IT Professional (Key)</b>	<b>Senior IT Professional</b>	\$	<b>1960</b>	\$
<b>Security, Computer Systems Specialist (Non Key)</b>	<b>Security, Computer Systems Specialist</b>	\$	<b>1960</b>	\$
<b>Senior Subject Matter Expert (Non Key)</b>	<b>Senior Subject Matter Expert</b>	\$	<b>7840</b>	\$
<b>Quality Assurance Specialist (Non Key)</b>	<b>Quality Assurance Specialist</b>	\$	<b>7840</b>	\$
		<b>Price – Year 3</b>		\$
<b>Total Price (Years 1 – 3)</b>				\$

<b>Option Year 1</b>				
<b>TO Contractor’s Program Manager (Key)</b>	<b>Program Manager</b>	\$	<b>1960</b>	\$
<b>Senior Subject Matter Expert (Key)</b>	<b>Senior Subject Matter Expert</b>	\$	<b>1960</b>	\$
<b>Quality Assurance Specialist (Key)</b>	<b>Quality Assurance Specialist</b>	\$	<b>1960</b>	\$
<b>Senior IT Professional (Key)</b>	<b>Senior IT Professional</b>	\$	<b>1960</b>	\$
<b>Security, Computer Systems Specialist (Non Key)</b>	<b>Security, Computer Systems Specialist</b>	\$	<b>1960</b>	\$
<b>Senior Subject Matter Expert (Non Key)</b>	<b>Senior Subject Matter Expert</b>	\$	<b>7840</b>	\$
<b>Quality Assurance Specialist (Non Key)</b>	<b>Quality Assurance Specialist</b>	\$	<b>7840</b>	\$
		<b>Price Year 4</b>		\$
<b>Option Year 2</b>				
<b>TO Contractor’s Program Manager (Key)</b>	<b>Program Manager</b>	\$	<b>1960</b>	\$
<b>Senior Subject Matter Expert (Key)</b>	<b>Senior Subject Matter Expert</b>	\$	<b>1960</b>	\$
<b>Quality Assurance Specialist (Key)</b>	<b>Quality Assurance Specialist</b>	\$	<b>1960</b>	\$
<b>Senior IT Professional (Key)</b>	<b>Senior IT Professional</b>	\$	<b>1960</b>	\$
<b>Security, Computer Systems Specialist (Non Key)</b>	<b>Security, Computer Systems Specialist</b>	\$	<b>1960</b>	\$
<b>Senior Subject Matter Expert (Non Key)</b>	<b>Senior Subject Matter Expert</b>	\$	<b>7840</b>	\$
<b>Quality Assurance Specialist (Non Key)</b>	<b>Quality Assurance Specialist</b>	\$	<b>7840</b>	\$
		<b>Price – Year 5</b>		\$
<b>Total Evaluated Price (Years 1 – 5)</b>				\$

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

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

The Hourly Labor Rate is the actual rate the State will pay for services and shall be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate but may be lower. Rates shall be fully loaded, all-inclusive, i.e., include all direct and indirect costs and profits for the Master Contractor to perform under the TO Agreement.

**ATTACHMENT 2 - MINORITY BUSINESS ENTERPRISE FORMS**

The Minority Business Enterprise (MBE) subcontractor participation goal for this solicitation is 35%.

**TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS**

CATS+ TORFP # N00B4400094

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 form and Form D-2 **MUST BE** included with the bid or offer for any TORFP with an MBE goal greater than 0%. 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 subgoals (complete for only those subgoals 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 subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. 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.

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-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): _____ <b>Report is due to the MBE Officer by the 10th of the month following the month the services were provided.</b> <b>Note: Please number reports in sequence</b>	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:		List dates and amounts of any outstanding invoices:	
Invoice#	Amount	Invoice #	Amount
1.		1.	
2.		2.	
3.		3.	
4.		4.	
Total Dollars Paid: \$ _____		Total Dollars Unpaid: \$ _____	
<b>**If more than one MBE subcontractor is used for this contract, you must use separate D-5 forms.</b> <b>**Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):</b>			
(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:
<b>Report is due by the 10th of the month following the month the services were performed.</b>	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. <table border="1"> <thead> <tr> <th>Invoice Amount</th> <th>Date</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td></tr> <tr><td>2.</td><td></td></tr> <tr><td>3.</td><td></td></tr> <tr><td>4.</td><td></td></tr> </tbody> </table> Total Dollars Paid: \$ _____	Invoice Amount	Date	1.		2.		3.		4.		List dates and amounts of any unpaid invoices over 30 days old. <table border="1"> <thead> <tr> <th>Invoice Amount</th> <th>Date</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td></tr> <tr><td>2.</td><td></td></tr> <tr><td>3.</td><td></td></tr> <tr><td>4.</td><td></td></tr> </tbody> </table> Total Dollars Unpaid: \$ _____	Invoice Amount	Date	1.		2.		3.		4.	
Invoice Amount	Date																				
1.																					
2.																					
3.																					
4.																					
Invoice Amount	Date																				
1.																					
2.																					
3.																					
4.																					

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 D7) 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# N00B4400094 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, DEPARTMENT OF HUMAN RESOURCES (DHR)

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
  - a) “Agency” means the Department of Human Resources, as identified in the CATS+ TORFP # N00B4400094.
  - b) “CATS+ TORFP” means the Task Order Request for Proposals # N00B4400094., 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 Richard Wright The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
  - e) “TO Agreement” means this signed TO Agreement between DHR 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. At the sole option of the State, this TO Agreement may be extended for two (2) additional, one (1) year periods for a total TO Agreement period ending 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, **TO Requesting Agency**

By: **insert name, TO Procurement Officer** \_\_\_\_\_

\_\_\_\_\_ Date

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

Approved for form and legal sufficiency this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Assistant Attorney General

**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)**

- 1) For this TORFP:
- a) Master Contractors shall comply with all personnel requirements defined under the Master Contract RFP 060B2490023.
  - b) Master Contractors shall propose the resource that best fits the specified CATS+ Labor Category. A Master Contractor may only propose against labor categories in the Master Contractor's CATS+ Master Contract Financial Proposal.
  - c) A Master Contractor's entire TO Technical Proposal will be deemed not susceptible for award if any of the following occurs:
    - i) Failure to follow these instructions.
    - ii) Failure to propose a resource for each job title or labor category identified in the TORFP as a required submission.
    - iii) Failure of any proposed resource to meet minimum requirements as listed in this TORFP and in the CATS+ Master Contract.
    - iv) Placing content on the Minimum Qualifications Summary that is not also on the Personnel Resume Form. *The function of the Minimum Qualifications Summary is to aid the agency to make a minimum qualification determination. Information on the Minimum Qualification Summary must correspond with information on the Personnel Resume form and shall not contain additional content not found on the other form.*
    - v) A resource proposed in response to this TORFP is not available as of TO award. Substitutions prior to award are considered alternate proposals and will not be allowed.
  - d) Complete and sign the **Minimum Qualifications Summary** (Attachment 5A) and the **Personnel Resume Form** (Attachment 5B) for each resource proposed. Alternate resume formats are not allowed.
    - i) The **Minimum Qualifications Summary** demonstrates the proposed resource meets minimum qualifications for the labor category, as defined in the CATS+ Master Contract RFP Section 2.10, and any additional minimum requirements stated in this TORFP. For each minimum qualification, indicate the location on the Personnel Resume Form (5B) demonstrating meeting this requirement.

Only include the experience relevant to meeting a particular minimum qualification. Every skill must be linked to specific work experience and/or education. *The Minimum Qualification Summary shall not contain content that cannot be correlated to the Personnel Resume form.*

Every experience listed on the Minimum Qualifications Resume Summary must be explicitly listed with start and stop dates. Where there is a time requirement such as

three months' experience, you must provide the dates from and to showing an amount of time that equals or exceeds the mandatory time requirement; in this case, three months. Note: Overlapping time periods shall only count once against a specific minimum qualification (i.e., a minimum qualification may not be met by listing two examples occurring during the same time period.).

- ii) The **Personnel Resume Form** provides resumes in a standard format. Additional information may be attached to each Personnel Resume Summary if it aids a full and complete understanding of the individual proposed.

**ATTACHMENT 5A – MINIMUM QUALIFICATIONS SUMMARY**

CATS+ TORFP # N00B4400094

*All content on this form must also be on the Personnel Resume Form.*

*ONLY include information on this summary that supports meeting a minimum qualification.*

Proposed Individual’s Name and Company/Sub-Contractor:	List how the proposed individual meets each requirement by including a reference to relevant entries in Form 5B									
<b>LABOR CATEGORY TITLE – (INSERT CATS+ LABOR CATEGORY NAME)</b>										
Education: Insert the education description from the CATS+ Master Contract RFP from Section 2.10 for the applicable labor category	(Identify school or institution Name; Address; Degree obtained and dates attended.)									
Generalized Experience: Insert the generalized experience description from the CATS+ Master Contract RFP from Section 2.10 for the applicable labor category Provide dates in the format of MM/YY to MM/YY	(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Generalized Experience.) <table border="1"> <tr> <th>FROM</th> <th>TO</th> <th>Job Title and Company</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td>Match to Form 5B:</td> <td colspan="2">&lt;insert cross-reference(s) to the full description on Form 5B&gt;</td> </tr> </table>	FROM	TO	Job Title and Company				Match to Form 5B:	<insert cross-reference(s) to the full description on Form 5B>	
FROM	TO	Job Title and Company								
Match to Form 5B:	<insert cross-reference(s) to the full description on Form 5B>									
Specialized Experience: Insert the specialized experience description from the CATS+ Master Contract RFP from Section 2.10 for the applicable labor category Provide dates in the format of MM/YY to MM/YY	(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Specialized Experience.) <table border="1"> <tr> <th>FROM</th> <th>TO</th> <th>Job Title and Company</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td>Match to Form 5B:</td> <td colspan="2">&lt;insert cross-reference to the full description on Form 5B&gt;</td> </tr> </table>	FROM	TO	Job Title and Company				Match to Form 5B:	<insert cross-reference to the full description on Form 5B>	
FROM	TO	Job Title and Company								
Match to Form 5B:	<insert cross-reference to the full description on Form 5B>									
TORFP Additional Requirements Minimum qualifications and required certifications as defined in Section 2.10 of this TORFP. Provide dates in the format of MM/YY to MM/YY										

The information provided on this form for this labor class is true and correct to the best of my knowledge (Signatures must be included):

**Master Contractor Representative:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Proposed Individual:**

\_\_\_\_\_

Signature

Date

**ATTACHMENT 5B – PERSONNEL RESUME FORM**

CATS+ TORFP # N00B4400094

Instructions: Submit one resume form for each resource proposed. Do not submit other resume formats. Fill out each box as instructed. Failure to follow the instructions on the instructions page and in TORFP may result in the TO Proposal being considered not susceptible for award.

Resource Name:	
Master Contractor:	<insert Master Contractor name> Sub-Contractor (if applicable):
Proposed CATS+ Labor Category:	insert the CATS+ labor category>
Job Title (As listed in TORFP):	<as described in this TORFP>

**Education / Training (start with most recent degree / certificate)**

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

**Relevant Work Experience\***

Describe work experience relevant to the Duties / Responsibilities and Minimum Qualifications described in Section 2 of the TORFP. Start with the most recent experience first; do not include experience not relevant to the scope of this TORFP; use Employment History below for full employment history. Enter dates as MM/YY – MM/YY. Add lines as needed.

[Organization] [Title / Role] [Period of Employment / Work (MM/YY – MM/YY)] [Location] [Contact Person (Optional if current employer)] [Technologies Used]	Description of Work (recommended: organize work descriptions to address minimum qualifications and other requirements)
[Organization] [Title / Role] [Period of Employment / Work MM/YY – MM/YY] [Location] [Contact Person] [Technologies Used]	Description of Work (recommended: organize work descriptions to address minimum qualifications and other requirements)

\*Fill out each box. Do not enter “see resume” as a response.

**A) References for Proposed Resource (if requested in the TORFP)**

List persons the State may contact as employment references. Add lines as needed.



**ATTACHMENT 6 - PRE-PROPOSAL CONFERENCE DIRECTIONS****DIRECTIONS TO THE DEPARTMENT OF HUMAN RESOURCES INFORMATION SYSTEMS  
(DHRIS)  
1100 EASTERN BOULEVARD, ESSEX, MD 21221****FROM THE SOUTH**

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

**FROM THE NORTH**

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

**FROM THE WEST**

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



**ATTACHMENT 7 - NOTICE TO PROCEED (SAMPLE)**

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ TO Project Number (TORFP #): ADPICS PO

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

Task Order Procurement Officer

Enclosures (2)

cc: TO Manager

Procurement Liaison Office, Department of Information Technology

Project Oversight Office, Department of Information Technology

**ATTACHMENT 8 - AGENCY RECEIPT OF DELIVERABLE FORM**

I acknowledge receipt of the following:

TORFP Title: TORFP Title

TO Project Number (TORFP #): ADPICS PO

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

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

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

Name of TO Manager: TO Manager

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

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

Name of TO Contractor's Project Manager: \_\_\_\_\_

\_\_\_\_\_  
TO Contractor's Project Manager Signature

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

**ATTACHMENT 9 - AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM**

Agency Name: TO Requesting Agency

TORFP Title: TORFP Project Name

TO Manager: TO Manager and Phone Number

To:

The following deliverable, as required by TO Project Number (TORFP #): #ADPICS PO 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 # N00B4400094 for EPMO services. 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. 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 its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Richard Wright, Procurement Officer, Maryland Department of Human Resources, Office of Technology, Human Services.
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 Department of Human Resources (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 EPMO Services, TORFP No. N00B4400094 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:      Department of Human Resources:**

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) awarded 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](mailto: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, Time and Materials (T&M), or Both):	
Checklist Issue Date:	
Checklist Due Date:	
<b>Section 1 – Task Orders with Invoices Linked to Deliverables</b>	
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)	
<b>Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials</b>	
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)	
<b>Section 3 – Substitution of Personnel</b>	
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)
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)
Was the substitute approved by the agency in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)
<b>Section 4 – MBE Participation</b>
A) What is the MBE goal as a percentage of the TO value?                      % (If there is no MBE goal, skip to Section 5)
B) Are MBE reports D-5 and D-6 submitted monthly? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)
C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO)                      % (Example - \$3,000 was paid to date to the MBE Subcontractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% (3,000 ÷ 10,000 = 0.30))
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)
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)
<b>Section 5 – TO Change Management</b>
A) Is there a written change management procedure applicable to this TO? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)
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)
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)
D) Is the change management procedure being followed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)

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**  
**THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP**

**ATTACHMENT 15 - VETERAN SMALL BUSINESS ENTERPRISE FORMS**

These instructions provide guidance on the VSBE reporting requirements. If, after reading these instructions, you have additional questions or need further clarification, please contact the TO Manager immediately.

- **SUMMARY OF REPORTS**V-1A Offeror Acknowledgement of Task Order VSBE Requirements (must be submitted with offer)
- V-1 (Parts 1 and 2) Veteran-Owned Small Business Enterprise Utilization Affidavit and VSBE Participation Schedule (Attachment V-1) (must be submitted with offer)
- V-2 VSBE Subcontractor Project Participation Statement (Attachment V-2) (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)
- V-3 VSBE Prime Contractor Unpaid Invoice Report (Submitted monthly)
- V-4 VSBE Subcontractor Unpaid Invoice Report (Submitted monthly)

**PURPOSE**

The TO Contractor shall structure its procedures for the performance of the work required in this TO to attempt to achieve the VSBE subcontractor participation goal stated in this solicitation. VSBE performance must be in accordance with this TORFP, as authorized by COMAR 21.11.13. The TO Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in Section 1.13 and Attachment 15.

VSBEs must be verified by the Center for Veterans Enterprise of the United States Department of Veterans Affairs. The listing of verified VSBEs may be found at <http://www.vetbiz.gov>.

**Solicitation and TO Formation**

Offeror shall include with its TO Proposal a completed VSBE Utilization Affidavit and Subcontractor Participation Schedule (Attachment 15 form V-1A and Attachment 15 form V-1 whereby:

1. Offeror acknowledges it: a) intends to meet the VSBE participation goal; or b) requests a full or partial waiver of the VSBE participation goal. If Offeror commits to the full VSBE goal or requests a partial waiver, it shall commit to making a good faith effort to achieve the stated goal.
2. Offeror responds to the expected degree of VSBE participation as stated in the TORFP, by identifying the specific commitment of VSBEs at the time of TO Proposal submission. Offeror shall specify the percentage of TO value associated with each VSBE subcontractor identified on the VSBE Participation Schedule.

***If Offeror fails to submit Attachment 15-V-1A and Attachment 15-V-1 with the TO Proposal as required, the TO Procurement Officer may determine that the offer is non-responsive or that the TO Proposal is not reasonably susceptible to be selected for award.***

Within 10 Working Days from notification that it is the apparent awardee, the awardee shall provide the following documentation to the TO Procurement Officer.

1. VSBE Subcontractor Project Participation Statement (Attachment 15 form V-2);
2. If the apparent awardee believes a full or partial waiver of the overall VSBE goal is necessary, it must submit a fully-documented waiver request that complies with COMAR 21.11.13.07; and
3. Any other documentation required by the TO Procurement Officer to ascertain Offeror's responsibility in connection with the VSBE subcontractor participation goal.

***If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for TO award.***

### **TO Administration Requirements**

The TO Contractor, once awarded the TO shall:

1. Submit monthly to DOIT a report listing any unpaid invoices, over 45 days old, received from any VSBE subcontractor, the amount of each invoice, and the reason payment has not been made (Attachment 15 form V-3).
2. Include in its agreements with its VSBE subcontractors a requirement that those subcontractors submit monthly to DOIT a report that identifies the prime contract and lists all payments received from TO Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices (Attachment 15 form V-4).
3. Maintain such records as are necessary to confirm compliance with its VSBE participation obligations. These records shall indicate the identity of VSBE and non-VSBE subcontractors employed on the TO, the type of work performed by each, and the actual dollar value of work performed. The subcontract agreement documenting the work performed by all VSBE participants must be retained by the TO Contractor and furnished to the TO Procurement Officer on request.
4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the VSBE participation obligations. TO Contractor shall retain all records concerning VSBE participation and make them available for State inspection for three years after final completion of the TO.

At the option of DOIT, upon completion of the TO and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from VSBE subcontractors.

**ATTACHMENT 15 VETERAN SMALL BUSINESS ENTERPRISE REPORTING REQUIREMENTS**

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

**ATTACHMENT 15 V-1A  
OFFEROR ACKNOWLEDGEMENT OF TASK ORDER VSBE REQUIREMENTS**

**This document shall be included with the submittal of the Offeror’s response to the TORFP when the VSBE goal is greater than 0%. If Offeror fails to complete and submit this form with its response to the TORFP, the TO Procurement Officer shall determine that the Offeror’s response to the TORFP is not reasonably susceptible of being selected for award.**

In conjunction with the offer submitted in response to TORFP Number \_\_\_\_\_, I affirm the following:

- 1. If I am awarded a TO in response to this TORFP, I commit to making a good faith effort to achieve the VSBE goal established for this TORFP.

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

\_\_\_\_\_  
Offeror Name

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

**ATTACHMENT 15 V-1 VETERAN-OWNED SMALL BUSINESS ENTERPRISE  
UTILIZATION AFFIDAVIT AND VSBE PARTICIPATION SCHEDULE**

This form and Form V-1A **MUST BE** included with the bid or offer for any TORFP with a VSBE goal greater than 0%. If Offeror fails to complete and submit this form (Parts 1 and 2) with the offer, the procurement officer may determine that the offer is non-responsive or that the proposal is not reasonably susceptible of being selected for award.

Part 1 - Affidavit

In conjunction with the bid or proposal submitted in response to TO Number \_\_\_\_\_, I affirm the following:

1.  I acknowledge and intend to meet the overall verified VSBE participation goal of \_\_\_\_\_% \_\_\_\_\_. Therefore, I will not be seeking a waiver.

**OR**

I conclude that I am unable to achieve the VSBE participation goal. I hereby request a waiver, in whole or in part, of the overall goal. 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 21.11.13.07.

2. I understand that if I am notified that I am the apparent awardee, I must submit the following additional documentation within 10 working days of receiving notice of the apparent award or from the date of conditional award (per COMAR 21.11.13.06), whichever is earlier.

- (a) Subcontractor Project Participation Statement
- (b) Any other documentation, including waiver documentation, if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the VSBE 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.

3. In the solicitation of subcontract quotations or offers, VSBE subcontractors were provided not less than the same information and amount of time to respond as were non-VSBE subcontractors.
4. Set forth below are the (i) verified VSBEs I intend to use and (ii) the percentage of the total contract amount allocated to each VSBE for this project. I hereby affirm that the VSBE firms are only providing those products and services for which they are verified.

**ATTACHMENT 15 V-1 VETERAN-OWNED SMALL BUSINESS ENTERPRISE  
 UTILIZATION AFFIDAVIT AND VSBE PARTICIPATION SCHEDULE (CONT'D)**

Part 2 - VSBE Participation Schedule

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

List information for each verified VSBE subcontractor on this project

Name of Veteran-Owned Firm	DUNS Number
Percentage of Total Contract: %	
Description of work to be performed:	
Name of Veteran-Owned Firm	DUNS Number
Percentage of Total Contract: %	
Description of work to be performed:	
Name of Veteran-Owned Firm	DUNS Number
Percentage of Total Contract: %	
Description of work to be performed:	
Name of Veteran-Owned Firm	DUNS Number
Percentage of Total Contract: %	
Description of work to be performed:	

Continue on a separate page, if needed

**Total VSBE 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: \_\_\_\_\_

**ATTACHMENT 15 V-2 VSBE SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT**

Please complete and submit one form for each verified VSBE listed on Attachment V-2 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
Name of Veteran-Owned Firm	
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 Veteran-Owned Small Business Enterprise law, State Finance and Procurement Article, Title 14, Subtitle 6, Annotated Code of Maryland.

**PRIME CONTRACTOR SIGNATURE**

**SUBCONTRACTOR SIGNATURE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name, Title

Name, Title

\_\_\_\_\_ Date

\_\_\_\_\_ Date

**ATTACHMENT 15 V-3 VSBE PRIME CONTRACTOR UNPAID INVOICE REPORT**

In accordance with COMAR 21.11.13.09 and Section 1.13 of the TORFP, TO Contractors of Task Orders with VSBE requirements are required to monthly submit to the TO Manager a report of all unpaid invoices received from VSBE subcontractors that are older than 45 days. Submit one report for each VSBE subcontractor working on the Task Order.

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

Task Order Title: \_\_\_\_\_

Task Order Number: \_\_\_\_\_

Prime Contractor Name: \_\_\_\_\_

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

Invoice Number	Invoice Date	Invoice Amount	Reason for Non-Payment

Prime Contractor Signature \_\_\_\_\_

Date \_\_\_\_\_

**ATTACHMENT 15 V-4 VSBE SUBCONTRACTOR UNPAID INVOICE REPORT**

In accordance with COMAR 21.11.13.09 and Section 1.13 of the RFP, subcontractors of Task Orders with VSBE requirements are required to monthly submit to the TO Manager a report of all payments received from the prime contractor within 30 days as well as all outstanding invoices.

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

Task Order Title: \_\_\_\_\_

Task Order Number: \_\_\_\_\_

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

Prime Contractor Name: \_\_\_\_\_

**Payments:**

Invoice Number	Payment Date	Payment Amount	Comments

**Outstanding Invoices:**

Invoice Number	Invoice Date	Invoice Amount	Comments

Subcontractor Signature \_\_\_\_\_

Date \_\_\_\_\_

**ATTACHMENT 16 – CERTIFICATE 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](http://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 SUB TASKORDER**

Name:

\_\_\_\_\_  
\_\_\_\_\_



*[insert vendor logo]*

**State of Maryland  
Office of Technology for Human Services  
Department of Human Resources Information Systems**

<p><b>Sub Task Order</b></p> <p><i>Sub Task Order Name</i></p>
--

**Contract Name: *XXXXXXXXXX***  
**Contract Number: OTHS/OTHS-*XX-XX***



## Revision History

*The review cycle is a minimum of a one year review cycle and must be conducted by the Approver of this document.*

Version Number	Effective Date	Revision Description	Approver/Role	Review Cycle Date



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- Table 5: Project Timelines (sample)



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## 1. Executive Summary

---

*[insert brief description of the work to be performed]*

**Vendor Name** recognizes that all contractual requirements in the master contract and the proposal will be adhered to during the execution of this Task Order. For management of all projects executed per this document, **Vendor Name** will follow the policies and procedures as directed and approved by the Department of Human Resources (DHR) Office of Technology for Human Services (OTHS) Enterprise Project Management Office (EPMO).

### 1.1 Sub Task Order Key Information

Table 1: Proposal Key Information

Sub Task Order Number	
Sub Task Order Name	
Service Type	
Sub Task Order Type	
<b>Vendor Name</b> Point of Contact	
Performance Period	<i>MM/DD/YYYY</i> through <i>MM/DD/YYYY</i>



---

## **2. Assumptions**

---

The following assumptions were made in developing the approach and estimates for this sub task order:

---

## **3. Risks**

---

The following preliminary risks have been identified:

---

## **4. Scope of Work**

---

### **4.1 *Sub Task Order Name***

- **Background**
  
- **Statement of Work**
  
- **Proposed Solution**
  
- **Proposed Tools**
  
- **Training Approach**
  
- **Implementation Plan**



---

## 5. Deliverables

---

### 5.1 Deliverables by Work Breakdown Structure

Table #: Deliverables & Completion Dates

Phase	Deliverable	Description	Target Delivery Date

---

## 6. Acceptance Criteria

---

### 6.1 Acceptance Criteria

---

## 7. Estimates

---

### 7.1 Task Activities/ Deliverables

Table #: Tasks & Deliverables by WBS

WBS	Activities

\*\*



## 7.2 *Sub Task Order Name*

- **Proposed Personnel**

Table #: Proposed Personnel

Labor Category	Proposed Personnel	Role	Estimated Number of Hours

- **Estimated Hours by WBS**

Table # Estimated Effort by WBS

WBS	Hours

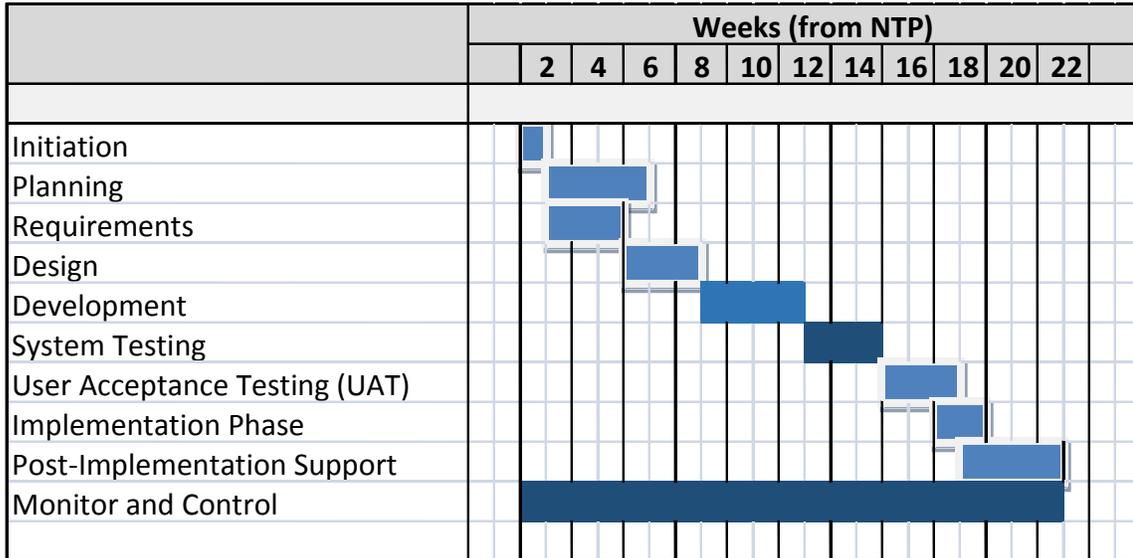
- **Subcontractors Participation**

- **Resumes & Certifications**



## 8. Timelines

**Table #: Project Timelines (sample)**



## 9. Sub Task Order Cost and Authorization

- **Payment/Invoice Schedule**

**Submitted By:**

*Vendor Name, title*

**Submitted Date:**

=====

The authorized signature below provides *Vendor Name* with the Notice to Proceed with the above referenced Sub Task Order as of the DHR authorized date.

**Authorized By:**

Kenyatta Powers, Chief Information Officer, DHR

Authorized Date:

---

---

## 10. Funding Source

---

Funding Source: *(leave blank)*


**ATTACHMENT 18 – PERFORMANCE EVALUATION FORM**

TORFP Title: Enterprise Project Management

TORFP # ADPICS PO

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:

TO Requesting Agency: TO Requesting Agency

**PROJECT PERSONNEL PERFORMANCE RATING\***

The information below shall be completed by the TO Contractor or Designee and submitted to the TO Manager upon request.

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 unsatisfactory (for reasons indicated below).

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

OTHER COMMENTS:

Signature of Evaluator

Date

---

Signature of TO Contractor

Date

**ATTACHMENT 19 - CRIMINAL BACKGROUND CHECK AFFIDAVIT**

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the \_\_\_\_\_ (Title) \_\_\_\_\_ and the duly authorized representative of \_\_\_\_\_ (Master Contractor) \_\_\_\_\_ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

I hereby affirm that \_\_\_\_\_ (Master Contractor) \_\_\_\_\_ has complied with Section 2.4, Security Requirements of the Department of Information Technology’s Consulting Technical Services Master Contract Number 060B2490023 (CATS+).

I hereby affirm that \_\_\_\_\_ (Candidate) \_\_\_\_\_ has successfully passed all of the background checks required under Section 2.4.3.2 of the CATS + Master Contract and Section 2.7.8 of this TORFP.

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.

\_\_\_\_\_  
Master Contractor

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

SUBMIT PRIOR TO RESOURCE STARTING WORK UNDER THIS TO AGREEMENT.

## ATTACHMENT 20 – CERTIFICATION OF HIPAA COMPLIANCE

### REGARDING HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 COMPLIANCE

This certification is required for compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

The undersigned Vendor certifies and agrees as to abide by the following:

1. Protected Health Information. For purposes of this Certification, Protected Health Information will have the same meaning as the term “protected health information” in 45 Code of Federal Regulations (C.F.R). 164.501, limited to the information created or received by the Vendor from or on behalf of DHR.
2. Limits on Use and Disclosure of Protected Health Information. The Vendor will not use or disclose Protected Health Information other than as permitted by this Contract or by federal and state law. The Vendor will use appropriate safeguards to prevent the use or disclosure of Protected Health Information for any purpose not in conformity with this Contract and federal and state law. The Vendor will not divulge, disclose, or communicate Protected Health Information to any third party for any purpose not in conformity with this contract without prior written approval from DHR. The Vendor will report to DHR, within ten (10) business days of discovery, any use or disclosure of Protected Health Information not provided for in this Contract of which the Vendor is aware. A violation of this paragraph will be a material violation of this Contract.
3. Use and Disclosure of Information for Management, Administration, and Legal Responsibilities. The Vendor is permitted to use and disclose Protected Health Information received from DHR for the proper management and administration of the Vendor or to carry out the legal responsibilities of the Vendor, in accordance with 45 C.F.R. 164.504(e)(4). Such disclosure is only permissible where required by law, or where the Vendor obtains reasonable assurances from the person to whom the Protected Health Information is disclosed that:(1) the Protected Health Information will be held confidentially,(2) the Protected Health Information will be used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and (3) the person notifies the Vendor of any instance of which it is aware in which the confidentiality of the Protected Health Information has been breached.
4. Disclosure to Agents. The Vendor agrees to enter into an agreement with any agent, including a subcontractor, to who it provides Protected Health Information received from, or created or received by the Vendor on behalf of, DHR. Such agreement will contain the same terms, conditions, and restrictions that apply to the Vendor with respect to Protected Health Information.
5. Access to Information. The Vendor will make Protected Health Information available in accordance with federal and state law, including providing a right of access to persons who are the subjects of the Protected Health Information.

6. Amendment and Incorporation of Amendments. The Vendor will make Protected Health Information available for amendment and to incorporate any amendments to the Protected Health Information in accordance with 45 C.F.R. § 164.526.

7. Accounting for Disclosures. The Vendor will make Protected Health Information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528. The Vendor will document all disclosures of Protected Health Information as needed for DHR to respond to a request for an accounting of disclosures in accordance with 45 C.F.R. § 164.528.

8. Access to Books and Records. The Vendor will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Vendor on behalf of DHR, available to the Secretary of DHR or the Secretary's designee for purposes of determining compliance with Privacy Regulations.

9. Termination. At the termination of this contract, the Vendor will return all Protected Health Information that the Vendor still maintains in any form, including any copies or hybrid or merged databases made by the Vendor; or with prior written approval of DHR, the Protected Health Information may be destroyed by the Vendor after its use. If the protected Health Information is destroyed pursuant to DHR' prior written approval, the Vendor must provide a written confirmation of such destruction to DHR. If return or destruction of the Protected Health Information is determined not feasible by DHR, the Vendor agrees to protect the Protected Health Information and treat it as strictly confidential.

**CERTIFICATION**

The Vendor has caused this Certification to be signed and delivered by its duly authorized representative, as of the date set forth below.

Vendor Name:

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Name and Title of Authorized Signer

## **ATTACHMENT 21 - ANNUAL INTERNAL REVENUE SERVICE (IRS) CONTRACTOR AWARENESS ACKNOWLEDGEMENT**

Employees must be advised at least annually of the provisions of Section 7213 (2) of the Internal Revenue Code (IRC), which makes unauthorized disclosure of the Federal returns or return information a crime that may be punishable by a \$5,000.00 fine, five years imprisonment, or both, and the cost of the prosecution.

Employees who have access to Federal tax information must also be advised annually of the provisions of IRC § 7431, which permits a taxpayer to bring suit for unauthorized disclosure in the United States district court. The taxpayer would be entitled to the greater of civil damages or the actual damages plus punitive damages in addition to the cost of the action.

Employees are to be made aware that these civil and criminal penalties apply even if the unauthorized disclosures were made after their employment with the agency is terminated.

### **IRS § 7213(A). UNAUTHORIZED INSPECTION OF RETURNS OR RETURN INFORMATION**

#### **(a) PROHIBITIONS —**

- (1) FEDERAL EMPLOYEES AND OTHER PERSONS—** It shall be unlawful for:
  - (A) any officer or employee of the United States, or
  - (B) any person described in IRC § 6103 (n) or an officer willfully to inspect, except as authorized in this title, any return or return information.
  
- (2) STATE AND OTHER EMPLOYEES —** It shall be unlawful for any person not described in paragraph (1) willfully to inspect, except as authorized by this title, any return information acquired by such person or another person under a provision of IRC § 6103 referred to in IRC § 7213 (a)(2).

#### **(a) PENALTY —**

- (1) IN GENERAL —** Any violation of subsection (a) shall be punishable upon conviction by a fine in any amount not exceeding \$1000, or imprisonment of not more than 1 year, or both, together with the costs of prosecution.
  
- (2) FEDERAL OFFICERS OR EMPLOYEES —** An officer or employee of the United States who is convicted of any violation of subsection (a) shall, in addition to any other punishment, be dismissed from office or discharged from employment.

(b) **DEFINITION** —For purposes of the section, the terms "inspect", "return", and "return information" have respective meanings given such terms by IRC § 6103(b).

I understand and agree to these requirements

---

---

Contractor Signature

---

Contractor Name Printed

**ATTACHMENT 21A - ANNUAL STATE OF MARYLAND EMPLOYEE AWARENESS  
ACKNOWLEDGEMENT**

The Department of Human Resources, as a part of their employee awareness training, is making it mandatory for all employees to be advised annually of the provisions of Title 07, Subtitle 01, Chapter 07, Section 10, (07.01.07.10) of the Code of Maryland Regulation (COMAR), which states:

An intentional or grossly negligent disclosure of confidential information in violation of this chapter to:

- A. Be a criminal offense punishable by a fine of not more than \$500.00, or by 90 days imprisonment, or both; and
- B. Result in civil liability for damages.

I understand and agree to the above requirements.

Contractor Signature \_\_\_\_\_

Date \_\_\_\_\_

## **ATTACHMENT 22 – DRESS CODE**

### **Department of Human Resources Dress Code Guidelines**

Dress codes and dress guidelines are provided to assist each employee and supervisor in contributing to our professional work environment. Typically, DHR's dress code will be business professional. However, at the Secretary's discretion, allowances may be made to relax business professional standards and offer the opportunity for staff to dress to business casual guidelines. Employees in labor-intensive settings should wear clothing appropriate to the activities required. Examples include, but are not limited to, supply and delivery, maintenance, mailroom, print shop, and stockroom employees. If you have any questions about what is acceptable, please talk with your supervisor.

The key to dressing successfully in the workplace, regardless of whether standards are professional or business casual is exercising good judgment and being neat and professional in appearance with regard to clothing, hair, and accessories. Keep in mind the following when determining whether your dress is appropriate for the workplace:

- Aim for an understated look. When selecting your attire, select clothing that is comfortable yet communicates professionalism. Extreme styles of any nature will not be permitted.
- Hairstyles and facial hair should be neat. Maintain a well-groomed appearance appropriate for the work environment.
- Business casual does not mean sloppy. Clothing should be clean and wrinkle-free without holes or frayed areas.
- Pay attention to the fit of your clothing. Avoid clothing that is too loose, revealing or tight-fitting. Select clothing with modest necklines and hemlines. Trendy clothing may not be suitable for the workplace.
- Shoes matter. In addition to the specific recommendations below, leather or leather-like shoes are preferable, and look best when polished and in good repair.
- Jewelry should be conservative. Avoid trendy styles.
- Take your day's schedule into account when you are dressing. If you have a meeting scheduled with visitors/clients, you should always consider dressing more traditionally in business professional attire.

During inclement weather, employees are permitted to relax standards in a way that is appropriate to the extreme weather conditions. However, a professional appearance is still expected.

Specific examples of acceptable and unacceptable items are listed in the chart on the following page. Please review them and direct any questions to your supervisor or human resources representative.

Please be advised that if you wear attire to the office that is not acceptable, you will be counseled and asked to use leave in order to change into more appropriate attire. Supervisors and managers will be responsible

and accountable for handling such occurrences. However, common sense and good judgment should make the enforcement of these guidelines a rare occurrence.

The following chart details examples of acceptable and unacceptable attire. This list is not intended to be all-inclusive. Please use your best professional judgment and if you are unsure, ask for clarification prior to wearing the item in question to work. In the event you have cultural, medical and/or religious requirements to wear something that may not conform to these guidelines, please contact your supervisor, Human Resources Development and Training; or Office of Employment and Program Equity to discuss accommodations.

MEN		WOMEN		
Acceptable	Unacceptable	Acceptable	Unacceptable	
<b>Shirts</b>	<u>Business Professional</u> Blazers/Suit jackets Collared dress shirts with ties <u>Business Casual</u> Blazers Collared dress shirts (short or long sleeved) Sweaters Turtlenecks	T-shirts Tank tops Sweatshirts Shirts or sweaters without collars Denim or denim-look shirts Unprofessional logos	<u>Business Professional</u> Blazers/Suit Jackets Blouses Sweaters Collared dress shirts <u>Business Casual</u> Sweaters Cardigan sweaters and sweater sets Turtlenecks Professional sleeveless shirts/sweaters Shirts with modest necklines	T-shirts Tank/spaghetti strap tops Cropped tops Sweatshirts Unprofessional logos Denim or denim-look shirts
<b>Pants/Skirts</b>	<u>Business Professional</u> Dress/Suit Slacks <u>Business Casual</u> Twill or Corduroy/Docker-type slacks	Jeans/Denim of any color Leather/leather-like pants Cargo pants	<u>Business Professional</u> Dress slacks Suit slacks Dresses of modest cut and lengths Skirts of modest lengths <u>Business Casual</u> Tailored ankle pants Dress Capri pants	Jeans/Denim of any color Leather/leather-like pants Sweatpants Stretch pants/leggings Stirrup pants Shorts Casual Capri pants
<b>Footwear</b>	Dress/leather/leather-like shoes Dress/leather/leather-like boots	Athletic shoes Hiking boots Flip-flops/thong sandals Casual Sandals Birkenstocks, or similar	Dress shoes Dress open-back mules Dress open-toe shoes Leather flats (loafers, etc.) Dress/leather/leather-like boots	Athletic shoes Hiking boots Flip-flops/thong sandals Casual sandals Birkenstocks, or similar
<b>Other</b>	Hats or headscarves for religious, medical, or cultural reasons only		Hats or headscarves for religious, medical, or cultural reasons only	

Dress Code Guidelines; Department of Human Resources  
 Effective 7/16/07; Updated from 5/15/03 Version  
 Employee Relations Unit 410-767-7245

**ATTACHMENT 23 - MBE PARTICIPATION SCHEDULE FOR USE WITH MBE AMENDMENTS ONLY**

**This document is to be used when amending MBE subcontractors due to unforeseen circumstances in accordance with COMAR 21.11.03.12. All MBE changes must receive the prior approval of the Agency Head.**

Prime Contractor (Firm Name, Address, Phone)		Project Description <u>and</u> Jurisdiction	
Project Number:		Total Contract Amount \$	
<b>List Information For Each Certified MBE Subcontractor On This Project</b>			
Minority Firm Name, Address and Telephone Number		FEIN Number or SSN	
		MBE Certification Number 25	
Work To Be Performed:			
Dollar Amount:		Percentage of Total Contract:	
Project Commitment Date:		Project Completion Date:	
Minority Firm Name, Address and Telephone Number		FEIN Number or SSN	
		MBE Certification Number	
Work To Be Performed:			
Dollar Amount:		Percentage of Total Contract:	
Project Commitment Date:		Project Completion Date:	
Minority Firm Name, Address and Telephone Number		FEIN Number of SSN	
		MBE Certification Number	
Work To Be Performed:			
Dollar Amount:		Percentage of Total Contract:	
Project Commitment Date:		Project Completion Date:	

USE ATTACHMENT CONTINUATION PAGE AS NEEDED

**SUMMARY**

**TOTAL MBE PARTICIPATION:** \_\_\_\_\_ %      \$ \_\_\_\_\_

Document Prepared By (please print or type): Name: _____
Title: _____ Date: _____

## MBE Participation Schedule (continued)

Minority Firm Name, Address and Telephone Number		FEIN Number or SSN	
		MBE Certification Number	
Work To Be Performed:			
Dollar Amount:		Percentage of Total Contract:	
Project Commitment Date:		Project Completion Date:	
Minority Firm Name, Address and Telephone Number		FEIN Number or SSN	
		MBE Certification Number	
Work To Be Performed:			
Dollar Amount:		Percentage of Total Contract:	
Project Commitment Date:		Project Completion Date:	
Minority Firm Name, Address and Telephone Number		FEIN Number or SSN	
		MBE Certification Number	
Work To Be Performed:			
Dollar Amount:		Percentage of Total Contract:	
Project Commitment Date:		Project Completion Date:	
Minority Firm Name, Address and Telephone Number		FEIN Number or SSN	
		MBE Certification Number	
Work To Be Performed:			
Dollar Amount:		Percentage of Total Contract:	
Project Commitment Date:		Project Completion Date:	
Minority Firm Name, Address and Telephone Number		FEIN Number or SSN	
		MBE Certification Number	
Work To Be Performed:			
Dollar Amount:		Percentage of Total Contract:	
Project Commitment Date:		Project Completion Date:	

## ATTACHMENT 24 - GLOSSARY

AICPA - American Institute of Certified Public Accountants  
AMOE - Application Maintenance, Operations, and Enhancement Services  
APD - Advanced Planning Document  
ARB - Architecture Review Board  
BPOC – Billing Point of Contact  
CATS+ - Consulting and Technical Services Plus  
CCB - Change Control Board  
C.F.R. – Code of Federal Regulations  
CICA - Canadian Institute of Chartered Accountants  
CIO - Chief Information Officer  
COMAR - Code of Maryland Regulations  
CPM – TO Contractor’s Project Manager  
CSEA - Child Support Enforcement Administration  
DHMH – Department of Health and Mental Hygiene  
DHR – State of Maryland Department of Human Resources  
DLS – Department of Legislative Services  
DoIT- Maryland Department of Information Technology  
DPAF - Deliverable Product Acceptance Form  
ECMS - Enterprise Content Management Systems  
EPM - Enterprise Project Management  
EPMG - Enterprise Project Management Guide  
EPMO – Enterprise Project Management Office  
EVM - Earned Value Management  
FBI - Federal Bureau of Investigations  
FEIN – Federal Employer Identification Number  
FIA - Family Investment Administration  
FTI - Federal Tax Information  
GAPP - Generally Accepted Privacy Principles  
HHS - United States Department of Health and Human Services  
HIPAA - Health Insurance Portability and Accountability Act  
HSE - Health, Safety and Environmental  
IRC - Internal Revenue Code  
IRS - Internal Revenue Service  
IT - Information Technology  
ITMP- Information Technology Master Plan  
ITPR - Information Technology Project Request  
IV&V - Independent Verification & Validation  
LAN/WAN – Local Area Network/Wide Area Network  
LC1 – Labor Classification Personnel Resume Summary form

LDSS- Local Departments of Social Services  
MBE - Minority Business Enterprise  
MBHE - Maryland Health Benefits Exchange  
MDOT – Maryland Department of Transportation  
MLS - Multi Level Security  
NIST - National Institute for Standards and Technology  
NTP – Notice to Proceed  
OLA - Maryland State Office of Legislative Audits  
OTHS - Office of Technology for Human Resources  
PEF - Performance Evaluation Form  
PII - Personally Identifiable Information  
PMBOK - Project Management Book Of Knowledge  
PMI - Project Management Institute  
PMP - Project Management Plan  
PMP Certification – Project Management Professional Certification  
PRR - Performance Readiness Review  
PWP – Project Work Plan  
QA/QC - Quality Assurance/Quality Control  
SBR – Small Business Reserve  
SDD - Systems Development Division  
SDLC - System Development Life Cycle  
SIEM - Security Incident and Event Manager  
SLA – Service Level Agreement  
SOC 2 - Service Organization Control  
SSA - Social Services Administration  
T&M – Times and Material  
TO – Task Order  
TO Contract – Task Order Contract  
TO Contractor – Task Order Contractor  
TORFP - Task Order Request for Proposals  
UAT – User Acceptance Testing  
U.S.C - United States Code  
VPN - Virtual Private Network  
VSBE - Veteran Owned Small Business Enterprise  
WBS - Work Breakdown Structure

## ATTACHMENT 25 – DHR HARDWARE STANDARDS

(\*Revised December 2013)

**Dell** hardware is the standard platform for DHR desktop and notebook/laptop.

Listed below are the current **minimum** hardware, software and warranty requirements. Solicitations to vendors may be greater.

### **Desktop Standard**

#### **Hardware**

- **Business Class Workstation:** Dell **OptiPlex** line
- Processor: Quad Core (3.4 GHz, 8 M cache)
- Memory: 6.0 GB
- Monitor: 24" Wide Screen Flat Panel Monitor
- Graphics: AGP w/8MB video memory
- Hard Drive: 320 GB
- Network Card: 100/1000 Ethernet
- 16X DVD+/-RW
- Mouse: USB
- Keyboard: USB

#### **Software and Warranty**

- Operating System: Windows 7 Professional 64-bit
- Office Productivity Suite: Microsoft Office 2007 Professional
- Attachmate Extra! Terminal Emulator v9.x
- Keep your Hard Drive – **3 Year**
- Hardware Resource CD
- Warranty: 3 Year Next Business Day Onsite

#### **Uninterrupted Power Supply**

- Smart-UPS 750VA 120V UPS System by APC.
- Each workstation shall have a UPS with enough power to provide ten (10) minutes of continuous power to the workstation during a power outage, allowing a staff member to complete an activity and perform a proper workstation shutdown.
- UPS devices shall also provide surge protection, power conditioning and adjustable voltage sensitivity.
- All workstation hardware components (desktop, scanner, monitor, and UPS) shall include a full three (3)-year Next Business Day Onsite Warranty.

\*The above DHR standards may change. Coordinate with the DHR-OTHS prior to making any purchases.

## DHR IT Hardware (Notebook/Laptop) Standards

(\*Revised December 2013)

Dell hardware is the standard platform for DHR desktop and notebook/laptop.

Listed below are the current **minimum** hardware, software and warranty requirements. Solicitations to vendors may be greater.

### **Notebook/Laptop Standard**

**NOTE:** *In an effort to reduce equipment costs and simplify user support requirements, it is the policy of OTHS, that those DHR users who have a need for mobile computing utilize the notebook computer as their sole IT device. This eliminates the need for two separate computers and the associated costs and complexity of supporting multiple devices.*

#### **Hardware**

- **Business Class laptop:** Dell **Latitude** line
- Processor: Quad Core Mobile – QM (2.7 GHz, 6 M cache)
- Memory: 6.0 GB
- Screen: 14.0” HD+ (1600x900) Anti-Glare LED
- Hard Drive: 250 GB 7200 rpm
- Graphics: nVidia® NVS™ 4200M 512MB DDR3 Discrete Graphics for Quad Core
- Network Card: 100/1000 Ethernet
- Wireless LAN: 802.11 a/g/n
- 8X DVD+/-RW

#### **Port Replicator/Docking Station & Accessories:**

- Compatible port replicator/docking station for notebook
- Monitor: 24" Wide Screen Flat Panel Color Monitor, Lock Down Cable
- Mouse: Optical USB
- Keyboard: USB

#### **Software and Warranty Requirements**

- Operating System: Windows 7 Professional 64-bit
- Office Productivity Suite: Microsoft Office 2007 Professional
- Attachmate Extra! Terminal Emulator v9.x
- **Computrace Tracking Agent**
- Keep your Hard Drive Option – **3 Year**
- Hardware Resource CD
- Warranty: 3 Year Next Business Day Onsite
- **Hard-drive encryption solution that is FIPS 140-2 compliant**

\*The above DHR standards may change. Coordinate with the DHR-OTHS prior to making any purchases.

**ATTACHMENT 26 – LIST OF DHR APPLICATIONS**

**This attachment is a Microsoft Excel spreadsheet and therefore must be transmitted separately from the main TORFP document**