

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

Vermont, Maryland and West Virginia (VMW) UI Modernization (UIM) Project Management Office (PMO)

CATS+ TORFP # DLLR-FY 2015-004
P00B540010



Department of Labor, Licensing & Regulation
(DLLR)

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KEY INFORMATION SUMMARY SHEET

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

TORFP Title:	VMW UI Modernization Project Management Office (VMW UIM PMO)
TO Project Number (TORFP #):	DLLR – FY 2015-004 P00B5400010
Functional Area:	Functional Area 10, IT Management Consulting Services
TORFP Issue Date:	07/30/2015
Questions Due Date and Time:	08/12/2014 at 02:00 PM Local Time
Closing Date and Time:	08/20/2014 at 2:30 PM Local Time
TORFP Requesting Agency:	DLLR: Division of Unemployment Insurance
Send Questions and Proposals to:	Office of Budget and Fiscal Services, DLLR 500 North Calvert Street, 4 th floor Baltimore, MD 21202
TO Procurement Officer:	Sandy Crisafulli, Procurement Officer Office Phone Number: 410-230-6026 Office Fax Number: 410-767-8899 Email address: sandy.crisafulli@maryland.gov
TO Manager:	Melissa L Ganley Office Phone Number: 410-767-8987 Office Fax Number: 410-333-7099 e-mail address: Melissa.Ganley@maryland.gov
TO Type:	Fixed Price (FP) and Time and Materials (T&M)
Period of Performance:	Three (3) Base Year with Two (2) One-year renewal options
MBE Goal:	0%
VSBE Goal:	0%
Small Business Reserve (SBR):	No
Primary Place of Performance:	1100 N Eutaw Street, Baltimore, MD 21201
TO Pre-proposal Conference:	Maryland Department of Labor, Licensing & Regulation 1100 N. Eutaw Street, Baltimore, MD 21201 08/08/2014 at 9:30 AM Local Time See Attachment 6 for directions.

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT

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

All times specified in this document 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; 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. For this solicitation, the TO Manager shall be the same as the VMW Project Director.

- **TO Contractor** – The CATS+ Master Contractor awarded the TO Agreement. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- **TO Contractor Manager** - TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolve any issues that may arise pertaining to the TO contractor support personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.

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.

- **TO Contractor Personnel** – Any resource provided by the TO Contractor in support of this TORFP over the course of the TORFP period of performance.
- **Proposed Personnel** – Any individual named in the TO Proposal by the Master Contractor to perform work under the scope of this TORFP. Proposed personnel shall start as of TO Agreement issuance unless specified otherwise.
- **VMW Project Director (VMW PD)** - (also the TO Manager) is responsible for overall UIM project coordination. All TO Contractor resources are accountable to the VMW Project

Director. The VMW Project Director is also responsible for the monitoring of the VMW UIM PMO strategic direction, goal, performance, success criteria, and performance management.

- **State Project Managers** – Each state will have its own project manager responsible for a portion of the DDI effort.
- **Project Managers** – “All PMs” refers to each state Project Manager, the DDI Project Manager(s) and TO Contractor Project Managers.
- **Project Steering Committee (PSC)** - the Unemployment Insurance directors for Vermont, Maryland and West Virginia. This governance body is the final decision making authority.
- **VMW UIM PMO (UIM PMO)** - is comprised of the VMW Project Director, State Project Managers, TO Contractor Personnel for this TORFP, State Subject Matter Experts (SMEs), and State IT personnel. When referenced in this document as an entity, the UIM PMO is describing this broad group of participants.
- **DDI Contractor(s)** – one or more contractors selected for concurrent implementation of the VMW UIM Project. If multiple contractors are selected, TO Contractor should expect each state will run an implementation contractor team. Each DDI Contractor project team is expected to fully and completely perform all aspects of individual projects as defined by the Maryland’s System Development Life Cycle (SDLC) and enterprise-quality products. In the event that multiple DDI Contractors are selected, the separate contractors are expected to coordinate any necessary standardization of configuration management tools and environments, with the TO Contractor for this TO as a primary stakeholder. The DDI Contractor (s) shall be responsible for the majority of the tasks associated with designing, developing and deploying the future system. The TO Contractor shall provide overall Core PMO services and quality assurance to validate, check and safeguard that the functional, technical and non-functional aspects of the project are being met.
- **Change Control Board** – A committee of VMW state representatives appointed to review, accept or reject Project Change Orders.

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 meeting the minimum qualifications will be required to make an oral presentation to State representatives that will include both an oral presentation and interviews with proposed staff. The initial oral presentations and interviews will be uniform for all Offerors that meet minimum qualifications.

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

1.6 QUESTIONS

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

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

1.7 TO PRE-PROPOSAL CONFERENCE

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

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

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

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

1.8 CONFLICT OF INTEREST

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

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

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

1.9 LIMITATION OF LIABILITY

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

1.13 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)

For MBE goals and sub-goals information, reference the Key Information Summary Sheet above, representing the percentage of total fees paid for services under this TO. By submitting a response to this solicitation, the bidder or offeror agrees that this percentage of the total dollar amount of the contract will be performed by verified veteran-owned small business enterprises.

1.14 NON-DISCLOSURE AGREEMENT

1.14.1 NON-DISCLOSURE AGREEMENT (OFFEROR)

Certain system documentation may be available for potential Offerors to review at a reading room at DLLR, 1100 North Eutaw Street, Baltimore, MD 21201. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

1.14.2 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

Certain system documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who

review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 11.

1.15 LIVING WAGE

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

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

1.16 IRANIAN NON-INVESTMENT

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

1.17 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

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

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

1.18 MERCURY AND PRODUCTS THAT CONTAIN MERCURY

THIS SECTION IS NOT APPLICABLE TO THIS TORFP

1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

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SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

DLLR is issuing this CATS+ TORFP to obtain Project Management Office (PMO) services for the VMW UIM project in support of a three-state Unemployment Insurance (UI) consortium of Vermont, Maryland and West Virginia. The VMW Consortium is engaged in a project to replace existing IT legacy systems for operating the unemployment insurance program in each state of the three-state consortium with current technology. Maryland is the lead procuring state. DLLR intends to award this Contract to one (1) Master Contractor to provide all the services under this solicitation.

The intent of this TORFP is to deliver core Project Management Office services for the VMW UIM project in full compliance with the Maryland SDLC methodology, as well as provide personnel on demand for specific types of support required to execute the project. The TO Contractor shall supplement state expertise, provide unbiased feedback and support the states throughout the implementation of a future system. The strategy for this Task Order is to provide two capabilities for managing the VMW UIM Project, Core PMO Services and Additional Services.

Core PMO Services described in this scope of work encompass a broad set of project management needs for the VMW UIM project. However, the currently envisioned Core PMO Services will be supported by one Senior PMO Project Manager, with additional support provided as required via a Work Order process. Specific responsibilities for the Senior PMO Project Manager within the Core PMO Services scope will be managed by the project team after onboarding.

Offerors are encouraged to provide, as part of their technical response, information to DLLR regarding the Offeror's suggested staffing needed to fully execute the Core PMO Services as defined in this TORFP. This should also be touched upon in a Staffing Management Plan.

Other personnel may be added to the Task Order, beyond the Offeror's proposed individual for Core PMO services, in order to fulfill Additional Services (See Section 2.7.3) utilizing the Work Order process as necessary to accomplish specific project work, as defined in Section 2.14.

Concurrent additional staff added through the life of the project via the Work Order process shall not exceed a maximum of fifteen (15) resources.

For making an award determination, the TO Contractor shall propose exactly one (1) full-time Senior PMO Project Manager as the key resource with a Staffing Management Plan describing how additional personnel (full or part-time resources) anticipated to fulfill the scope of work of this TORFP. All other described positions shall be described generally in the Staffing Management Plan, and may not be used as evidence of fulfilling company or personnel minimum qualifications.

DLLR intends to solicit separate VMW UIM project procurements for the design, development and implementation (DDI) services, which are not part of this TORFP. **Note: An Offeror awarded the TO for this TORFP shall not be eligible to compete for any procurements or other projects managed under this TO.**

2.2 AGENCY BACKGROUND

The Division of Unemployment Insurance in each of the VMW states is responsible for paying individuals (claimants) who are unemployed through no fault of their own, collecting unemployment insurance taxes from employers, and resolving disputes between claimants and employers.

These three core functions are referred to as Benefits, Tax and Appeals:

Benefits: Unemployment insurance provides benefits to persons who are unemployed through no fault of their own and who are ready, willing and able to work, and actively seeking work.

Tax: The Tax Division is dedicated to ensuring that eligible citizens have access to unemployment insurance benefits when and if it is necessary. Responsibilities of this unit include collecting quarterly unemployment insurance taxes from liable employers and paying unemployment benefits to entitled individuals.

Appeals: A claimant for unemployment insurance, who has been denied benefits, may file an appeal of that denial to the Appeals Division. An employer may appeal a determination granting benefits to a former employee.

2.3 PROJECT BACKGROUND

The three states, Vermont, Maryland and West Virginia, are engaged in a project as a consortium to replace the systems that provide for the operation of the unemployment insurance program in each state. Maryland will function as the lead procuring state in this consortium. To ensure the proper foundation for the project, the states formed a Project Steering Committee (PSC), consisting of the UI Directors from the three states. The PSC handles key project decisions, budget, contract, and scoping issues, and will be fully informed by the VMW Project Director. References can be found in Attachment 20, 21 and 22.

The VMW UIM Project was divided into two “stages.” Stage one represents SDLC Phase 1-Initiation through Maryland’s SDLC Phase 4-Requirements. Stage one documented each state’s processes and laws and created a set of requirements and use cases for a future system. The VMW Consortium now has a high level set of requirements, which include common requirements for the three states as well as each state’s specific requirements.

Stage two (Maryland’s SDLC Phases 5-Design through SDLC Phase 8-Implementation) is the design, development, and implementation phases, and the outcome is an operational UI system for each state that uses currently available technology, integrates benefits, tax and appeals into a single system, improves user access and is responsive to updates in federal law. For Stage two, there is a single VMW Project Director and each state will have a dedicated Project Manager.

The project is currently in the process of transitioning from Stage one to Stage two. DLLR anticipates that the TO Contractor shall come on board and provide Core PMO Services and Additional services during this transition period and on into Stage two. These services are further defined in Section 2.7.

The VMW Consortium intends to use several software tools including SharePoint to provide collaboration among the stakeholders and members of the project team to effectively manage the project and communicate effectively with business stakeholders. Services requested by work order may be needed to configure, support and administer these tools during the project lifecycle.

2.3.1 Role of TO Contractor within the UIM PMO

The Master Contractor selected for this task (TO Contractor) shall be responsible for assisting state personnel and the VMW Consortium personnel to provide a leadership, direction, planning and oversight capability in managing the UIM project. Additionally, the TO Contractor shall assist in the procurement efforts for the DDI Contractor(s) by serving as an advisor during the DDI proposal

evaluation process(es). The TO Contractor is expected to function in a non-voting, non-scoring role in the evaluation of and eventual selection of the DDI Contractor(s).

The TO Contractor shall be an independent voice that represents the needs of the VMW Consortium over any state specific need or request. The TO Contractor personnel are not expected to participate in actual DDI activities, but shall ensure that the DDI Contractor(s) is meeting the expectations set in its response to the VMW DDI solicitation(s).

Additional TO Contractor resources may be provided by the Work Order process to address work that is not part of the Core PMO Services or only required during specific times in the lifecycle of the project. These resources shall only be utilized when they are needed for specific tasks. These task areas will be further described in Section 2.7.3 of the TORFP. Certain tasks and artifacts are based upon the State of Maryland SDLC, which can be found at <http://doit.maryland.gov/SDLC/Pages/SDLCHome.aspx>.

2.4 PROCUREMENT STRATEGY

There are three planned procurements in phase Stage two to complete the UI Modernization project: a Project Management Office Contractor, a Legal Consultant for the VMW Consortium, and the DDI Contractor(s). This solicitation is for the first procurement, and is to obtain a TO Contractor to provide the Core PMO Services and Additional Services defined in Section 2.7.2 – 2.7.3.

The Master Contractor selected for this Task Order shall be ineligible for any other awards on this project or other projects managed under this TO.

2.5 PROFESSIONAL DEVELOPMENT

The TO Contractor shall ensure continuing education opportunities for the personnel provided to support this TORFP. Further, any IT services personnel obtained under this TORFP shall maintain any required professional certifications for the duration of the resulting TO.

The time allocated to continuing education activities for TO Contractor personnel may not be charged to this TO.

2.6 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall comply with all applicable laws, regulations, policies, standards, and guidelines affecting information technology and technology projects, which may be created or changed periodically.

The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting security and technology project execution.

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

- The State of Maryland System Development Life Cycle (SDLC) methodology
- The State of Maryland Information Technology Security Policy and Standards
- The State of Maryland Information Technology Non-Visual Access Standards
- The TO Contractor shall follow project management methodologies consistent with the Project Management Institute's Project Management Body of Knowledge Guide.

- TO Contractor Personnel shall follow a consistent methodology for all TO activities
- The State's Information Technology Project Oversight Policies
- TO Contractor shall require its employees to follow the State of Maryland and DoIT's IT Security Policy and Standards throughout the term of the Contract.

2.7 GENERAL REQUIREMENTS

2.7.1 INTRODUCTION

The strategy for this Task Order is to provide two capabilities for managing the VMW UIM Project including: 1) Core PMO Services and 2) Additional Services.

1. Core PMO Services: The TO Contractor shall assist state personnel and the VMW Consortium personnel to provide long term leadership, direction, planning and oversight capability to assist the VMW Consortium in managing the UIM project.
2. Additional Services: At any time during the project, DLLR may request additional services/personnel to support varied aspects of the VMW UIM Project using the Work Order process. Unless stated otherwise in an individual Work Order, additional Services (Section 2.7.3) are anticipated to be invoiced on a Time & Materials basis.

2.7.2 CORE PMO SERVICES

The TO Contractor shall actively coordinate with state staff and the DDI Contractor(s) for specific task areas (e.g., Risk Management). In this collaborative relationship, the TO Contractor shall function in a coordinator/advisory role.

The Senior Project Manager provided by the TO Contractor shall maintain his/her Project Management Professional certification throughout the period of the TO.

The Senior PMO Project Manager will be required to provide assistance with the drafting and finalization of the DDI RFP at Notice to Proceed. Additional services (outlined below) may not be required until award of the contract for the Design, Development and Implementation. The Offeror will be required to present an initial staffing plan that will be refined and fixed upon signing with a DDI Contractor. (See Section 2.7.2.2 for additional details.)

The TO Contractor shall assist with the elaboration of requirements prior to any design activity, and as part of the Core PMO Services.

Certain tasks and artifacts are based upon the State of Maryland System Development Life Cycle (SDLC) which can be found at: <http://doit.maryland.gov/SDLC/Pages/Templates.aspx>. The TO Contractor shall adhere to the expectations outlined in the SDLC documents at the link above and shall also identify issues with DDI Contractor's adherence to these expectations.

The TO Contractor shall provide individuals to deliver Core PMO Services in the following areas, as directed by the TO Manager or designee during the course of the VMW project:

- Project Monitoring (as described in Section 2.7.2.1)
- Resource Management (as described in Section 2.7.2.2)
- Stage Gate Reviews (as described in Section 2.7.2.3)
- Process Management (as described in Section 2.7.2.4)

- Schedule Management (as described in Section 2.7.2.5)
- Risk Management (as described in Section 2.7.2.6)
- Project Status Reporting (as described in Section 2.7.2.7)
- Quality Assurance (QA) Support (as described in Section 2.7.2.8)
- Implementation Management / Deployment Planning Support (as described in Section 2.6.2.9)
- Change Management (as described in Section 2.7.2.10)
- Requirements Management (as described in Section 2.7.2.11)
- Contract Initiation Activities (as described in Section 2.7.2.12)
- Contract Ending Activities (as described in Section 2.7.2.13)

2.7.2.1 Project Monitoring

- a. The TO Contractor shall analyze and report on the status of the project using cost metrics, schedule metrics and resource metrics.
- b. The TO Contractor shall advise whether the project is ahead or behind schedule by comparing the planned against actual progress for cost and schedule for progress reporting.
- c. The TO Contractor shall monitor the progress of the project in terms of scope, changes, schedule, cost and quality.
- d. The TO Contractor shall review the DDI Contractor(s) Test Master Plan and ensure that it reflects current requirements.

2.7.2.2 Resource Management

- a. The TO Contractor shall advise the State Project Managers and VMW Project Director of risks as it relate to resources for the VMW UIM project.
- b. Project Organization Chart: The TO Contractor shall update and maintain the Project Organization Chart. This document describes organization and relationship of the various parties involved in the VMW UIM project.
- c. The TO Contractor shall provide an initial staffing plan based on a notional project schedule for Core Services, and an updated Staffing Management Plan after award for any potential personnel anticipated via work order in the remaining SDLC phases of the VMW UIM project.
- d. The TO Contractor shall provide or update Responsibility Assignment Matrix (RAM). The RAM defines in detail the roles, authority, responsibility, skills, and capacity requirements for all project tasks needed to complete the project. The agency and contractor responsibilities are addressed in the RAM.

2.7.2.3 Stage Gate Reviews

- a. The TO Contractor shall ensure that each DDI Contractor schedules and holds stage gate reviews prior to moving to the next stage of an individual project team's project timeline. A stage gate for Stage Gate Reviews is defined as a deliverable, project milestone or SDLC phase completion. The TO Contractor shall ensure that

the collective team of DDI Contractors schedules and holds Stage Gate Reviews for integrated project milestones. Each DDI Contractor is expected to schedule, coordinate, and facilitate the stage gate reviews. The TO Contractor shall participate in the Stage Gate Reviews and provide feedback on project and project artifacts being reviewed.

- b. At the end of each stage gate identified in a DDI Contractor's Technical Proposal, the TO Contractor shall advise whether the exit criteria for the stage gate have been met and completed.
- c. At the end of each stage gate identified in the DDI Contractor's Technical Proposal, the TO Contractor shall advise whether the entrance criteria for the next stage of the project have been met.
- d. At the start of each stage gate identified in the DDI Contractor's Technical Proposal, the TO Contractor shall advise the status of the following:
 - i. Completion status of the milestones and deliverables.
 - ii. Availability of the required personnel and resources (e.g. workstation, hardware, software) to begin work for subsequent stages.
 - iii. Approval status of the budget for subsequent stages.
- e. The TO Contractor shall ensure that the DDI Contractor completes all after-action assignments and updates all appropriate document repositories with appropriate work product revisions.
- f. Gate Review Summary Report: At the end of each Stage Gate Review, the TO Contractor shall provide a Gate Review Summary Report that captures the key decisions that were made during the Stage Gate Review meeting and the completion status of project and deliverables.

2.7.2.4 Process Management

- a. The TO Contractor shall integrate all PMPs (i.e., DDI Vendor, states) into a single comprehensive VMW UIM Project Management Plan (PMP).
- b. The TO Contractor shall update and maintain the VMW UIM PMP throughout the duration of the TO.
- c. The TO Contractor shall monitor the execution of all project management processes defined in the VMW UIM PMP to ensure that all project management processes are managed in accordance with Maryland's SDLC and PMBOK best practices unless directed otherwise by the VMW Project Director on behalf of the VMW Consortium.
- d. TO Contractor shall suggest changes in project management processes (and associated documentation) as necessary to ensure that the project is executed within scope, budget and schedule and at an acceptable risk level for the project. Specific processes include, but are not limited to:
 - Scope Management (including Change Management)
 - Time/Schedule Management

- Cost Management
 - Quality Management
 - Human Resource/Staffing Management
 - Communications Management
 - Risk Management
 - Procurement Management
 - Stakeholder Management (including Organizational Change Management)
- e. The TO Contractor shall coordinate with the PMs, the VMW PD and the DDI Contractor(s) to define the mechanism for managing, tracking and keeping control of all the project's artifacts including software delivery.

2.7.2.5 Schedule Management

- a. The TO Contractor shall create and maintain the Integrated Master Schedule (IMS) to include subsidiary and supporting schedules, including state Project Manager schedules and DDI Contractor(s) schedules. The IMS shall identify and include the following: all applicable project milestones for identifying and documenting discrete events necessary to complete the program/project; dependency between and among these events; determination of the expected duration of each event; and resources required for each event.
- b. The TO Contractor shall collect input on a weekly basis from all Project Manager(s) and project resources to keep the IMS current.
- c. The TO Contractor shall develop baselines for cost/price, schedule, performance and scope and monitor against those baselines.
- d. The TO Contractor shall recommend a framework for conducting cost and schedule analysis.
- e. The TO Contractor shall obtain data from various sources throughout the project, including DDI Contractor(s), and shall apply actual costs from the schedule according to the established VMW UIM Cost Management Plan.
- f. The TO Contractor shall accurately report schedule progress and costing to the State Project Managers, the VMW Project Director and VMW Project Steering Committee.
- g. The TO Contractor shall identify critical path(s) for the IMS. When the overall critical path slips, the TO Contractor shall notify the required personnel per the VMW UIM Communications Management Plan.
- h. The TO Contractor shall recommend corrective actions to address schedule and cost variances.

2.7.2.6 Risk Management

All PMs are expected to perform risk management at an individual project level and areas of responsibilities. The TO Contractor shall ensure the PMs perform individual

risk management activities and contribute appropriately to the integrated project risk management effort.

- a. The TO Contractor shall integrate all Risk Management Plan (i.e., DDI Vendor, states) into a single comprehensive VMW UIM Risk Management Plan (RMP) and Risk Register.
- b. The TO Contractor shall update and maintain a consolidated VMW UIM Risk Management Plan including Risk Register.
- c. The TO Contractor shall identify, document and monitor project management risks by interfacing with all PMs on the VMW UIM project.
- d. Risk Management Register: The TO Contractor shall gather and capture those risks in a master, consolidated Risk Management Register in coordination with all PMs, business and technical representatives.
- e. The TO Contractor shall conduct risk and issue reviews to advise on the effectiveness of existing mitigation strategies in addressing the identified risks and issues by interfacing with all PMs on the VMW UIM project.
- f. The TO Contractor shall document mitigation strategies and approaches for each documented risk by interfacing with all PMs on the VMW UIM project.
- g. The TO Contractor shall interface with all PMs on the VMW UIM project to conduct detailed analysis of identified issues, issue background and alternatives, and recommend courses of action. Such analysis shall include assessment of probability of risk, assessment of impact of risk, identification of alternative strategies, assessment of risks, costs and benefits of each alternative, and recommendation.
- h. Risk Analysis Report: The TO Contractor shall document risk analyses in a narrative Risk Analysis Report on a monthly basis.
- i. The TO Contractor shall coordinate with the DDI Contractor(s) and all PMs on the VMW UIM project, to conduct risk analysis of project activities, strategies, and products and documenting findings in issue and strategy papers that outline risks, costs, and benefits.

2.7.2.7 Project Status Reporting

- a. Weekly Status Report: Every week, the TO Contractor shall provide a Weekly Status Report that summarizes the activities, deliverables, open and closed issues, risks and changes that occurred in the previous week and a summary of the activities and deliverables planned for the next week.
- b. Issue Report: The TO Contractor shall create and maintain an Issue Report of the open and closed issues encountered on the project.
- c. Weekly Test Activity Report: During the test phases, the TO Contractor shall provide a weekly report of the test activities to the VMW Project Director. This report shall capture the progress of all test efforts, such as the number of open defects, closed defects, test cases passed and test cases failed.

- d. Quarterly Report and Forecast Presentation: The TO Contractor shall provide a Quarterly Report and Forecast Presentation which will provide a summary of the activities, deliverables, risks and changes that occurred in the previous quarter and a summary of the deliverables and activities planned for the next quarter.
- e. Quarterly Status reporting: The TO Contractor shall report in collaboration with the VMW PD quarterly to the PSC on project status, for review of all major project decisions, and issue resolution.
- f. Weekly Status Meeting: The TO Contractor shall schedule and hold Weekly Status Meeting with the UIM PMO and include state PMs and DDI Contractor(s) project managers.
- g. Monthly Project Management Reviews : The TO Contractor shall conduct Monthly Project Management Reviews (PMRs) detailing the previous month's achievements and progress on emerging and existing activities, identified risk and recommendations to mitigate risk, staffing plans and forecasts, as well as financial analysis of contract expenditures including variance analysis compared to baseline and forecasted plans.
 - (i) The TO Contractor shall deliver PMR briefing slides two (2) days prior to the scheduled Monthly PMR.
- h. The TO Contractor shall coordinate and schedule any other meetings required in the execution of the project, including producing agendas and minutes.
- i. The TO Contractor shall develop, coordinate, gain appropriate approval of the UIM PMO and VMW Project Director, distribute to appropriate parties, and archive all VMW Executive Committee, Steering Committee, and UIM PMO meeting agendas and minutes.
- j. The TO Contractor shall ensure that the UIM PMO and the individual implementation project teams collect, organize, store, and manage project documents in a central repository. This includes:
 - i. Maintaining current and archival files (electronic and paper)
 - ii. Collecting and distributing information to and from stakeholders
 - iii. Entering updates into project tracking systems.
- k. The TO Contractor shall develop, coordinate, gain approval of the TO Manager, distribute to appropriate parties, and archive all contract and SDLC deliverable documents in an organized manner at a location set by the VMW PSC for the lifecycle of the project.

2.7.2.8 Quality Assurance (QA) Support

- a. The TO Contractor shall work with state PMs and the VMW PD to confirm and validate that the DDI Contractor(s) deliverable met the requirements of their Contract and Maryland SDLC.
- b. The TO Contractor shall review the DDI Contractor(s) Test Master Plan (TMP) and recommend changes as needed.

- c. The TO Contractor shall monitor, manage and update the Requirements Traceability Matrix (RTM) throughout the project. At the completion of the UIM Project, or at the discretion of the VMW PD, the requirements stored in the RTM will be uploaded into a database of VMW's choosing. The TO Contractor shall oversee and confirm the accuracy of the requirements upload.
- d. The TO Contractor shall participate in any reviews necessary to ensure the project is meeting its objectives at each stage gate. Reviews shall include at a minimum the following project documents: Requirements Documents, Design Documents, Test Master Plan, and Configuration Management Plan.
- e. TO Contractor shall be responsible for working with state staff under the feedback of state PMs to ensure consistency between DDI Contractor Configuration Management Plan and state plans.
- f. At the completion of each test phase, the TO Contractor shall, in collaboration with the VMW Project Director and state Project Managers, verify that all test cases have been successfully executed and satisfied the established acceptance criteria. In the event all test cases have not been executed, the TO Contractor shall coordinate with the VMW Project Director, state Project Managers and DDI Contractor(s) the best course of action to address the matter.
- g. The TO Contractor shall specifically responsible for reviewing each deliverable of the DDI contractor for accuracy, conformity to contract requirements, completeness, and compliance with Maryland SDLC.

2.7.2.9 Implementation Management/Deployment Planning Support

- a. The TO Contractor shall ensure the DDI Contractor(s) creates and implements comprehensive Implementation Plans and Deployment Plans.
- b. The TO Contractor shall coordinate with the state Project Managers and DDI Contractor(s) to establish and maintain pre-deployment checklists to ensure all deployment and training activities are completed on schedule.
- c. The TO Contractor shall coordinate with the state Project Managers and DDI Contractor(s) to ensure that all implementation activities are closely coordinated with the physical release of software.

2.7.2.10 Change Management

- a. The TO Contractor shall coordinate and facilitate the Change Control Board meetings and processes with input from the VMW Project Director.
- b. The TO Contractor shall, in collaboration with state Project Managers, review all change requests, advise if the change is viable, and decide whether the request merits consideration by the Change Control Board.
- c. The TO Contractor shall develop Change Management procedures in collaboration with state Project Managers and VMW Project Director, to include how changes will be proposed, accepted, monitored, and controlled.

- d. The TO Contractor shall coordinate, update and manage the Change Management Log to include but not limited to:
 - i. Record and inventory of change requests
 - ii. Approval or rejection of change requests in conjunction with VMW PD.
 - iii. Tracking changes and updating of project documentation to account for approved changes

2.7.2.11 Requirements Management

The TO Contractor shall perform certain activities as part of requirements management.

- a. The TO Contractor shall assist in the procurement efforts for DDI Contractor(s) by serving as technical advisor for requirements during the DDI proposal evaluation process.
- b. Prior to any system design or development activity, the TO Contractor shall work with the DDI Contractor and state staff to elaborate on the existing requirements to a greater level of detail.
- c. The TO Contractor shall facilitate fit gap discussions between VMW Consortium requirements and DDI Contractor's solution.
- d. TO Contractor shall be responsible for updating, managing and maintaining the Requirements Traceability Matrix as needed throughout the project's duration.

2.7.2.12 Contract Initiation Activities

The TO Contractor shall perform the following actions upon notification of award.

- a. The TO Contractor shall conduct a Kick-Off Meeting within ten (10) calendar days after TO award.
- b. The TO Contractor shall become familiar with all the requirements in the RTM within forty-five (45) calendar days after TO award.
- c. The TO Contractor shall review all existing SDLC artifacts within thirty (30) calendar days after TO award.
- d. The TO Contractor shall meet with VMW PD and UIM PMO staff to formalize governance including clarification of roles and responsibilities in the Responsibility Assignment Matrix within thirty (30) calendar days after TO award (deliverable 2.9.4.4).

2.7.2.13 Contract Ending Activities

The TO Contractor shall perform the following activities upon notification of contract termination.

- a. The TO Contractor shall conduct a Project Close Out Meeting and provide all final project artifacts within three weeks of notification by the VMW PD. The TO Contractor shall provide an inventory of all project artifacts and transfer all project artifacts (paper and electronic) over to the VMW PD.

- b. The TO Contractor shall support requested activities for technical, business and administrative support to ensure effective and efficient end-of-contract transition to the states. Examples of these activities include a final project debriefing meeting, organization and hand-off of project materials, documentation, electronic media, any final reports, updated work plans, and final invoices.
- c. The TO Contractor shall ensure that all necessary knowledge for the tasks completed are transferred to the custody of State personnel.
- d. The TO Contractor shall remain available, if needed, to assist the incoming Operations and Maintenance Contractor(s) through the process of installation and implementation at the contractor(s) new facility(ies) and the completion of the transition.

2.7.3 ADDITIONAL PROJECT SERVICES

Additional Services: At any time during the project, DLLR may request additional services beyond the Core PMO Services in Section 2.7.2 using the Work Order process. The TO Contractor may be required to provide additional services, deliverables, and resources as requested by DLLR by responding to Work Orders defined on a Fixed Price (FP) or Time and Materials (T&M) basis as defined by TO Manager.

The scope of Additional Services includes any necessary activity to support the VMW UIM Project, including additional business process definition, backfill of subject matter experts in positions needed to support the UIM Project, and any other non-implementation related activities.

Details of Additional Services will be described within the Work Order at the time of issuance.

2.7.3.1 Additional Support Resources

The following positions may be required during the life of the contract for FP or T&M Work Orders.

The TO Contractor shall provide the following personnel resources available as needed, per the guidelines defined in the TO Contractor's Staffing Management Plan. The labor categories are described in Section 2.10 of the CATS+ Master Contract.

The TO Contractor may provide labor rate pricing in its TO Proposal for any additional labor categories that it anticipates may be required for the successful execution of this project. Note that any additional labor categories associated with the Project Management Office may be obtained under a labor rate only if the work performed is outside the Fixed Price monthly services scope defined in Section 2.7.2 and TO Contractor's proposed team for the Core PMO Services. Examples of additional labor categories include:

- Application Architect (Senior)
- Auditor
- Auditor, IT (Senior)
- Change Management Expert/Lead
- Computer Operations Center, Specialist

- Computer Software/Integration Analyst (Senior)
- Computer Systems Analyst (Senior)
- Computer Systems Security Specialist
- Database Management Specialist (Senior)
- Group Facilitator (Senior)
- Information Engineer
- Information Technology Architect (Senior)
- Project Control Specialist
- Project Manager, Functional
- Project Manager, Technical
- Quality Assurance, Manager
- Risk Assessment Consultant (Senior)
- Senior Systems Architect
- Systems Security Specialist (Senior)
- Testing Specialist
- Trainer

2.7.3.2 Rollout Planning and Support Services

A Work Order may be issued to bring on rollout planning and support personnel to support the end-stages of product rollout and support. A Work Order of this type might include:

- Provide rollout support personnel who can assist the State in coordinating and conducting the system rollout.

2.7.3.3 Solution Architecture Support

A Work Order may be issued to bring on solution architecture support personnel to aid the VMW Consortium assess and establish enterprise architecture goals. A Work Order of this type might include:

- a. The TO Contractor shall assist in the development of the VMW Consortium Enterprise Architecture goals
- b. The TO Contractor shall recommend and develop application level architecture that is consistent with the architectural framework and methodologies to be established by the VMW UIM Enterprise Architecture.
- c. The TO Contractor shall use organizationally established architecture tools, repositories, and repository management processes to capture, publish, and maintain architecture artifacts
- d. The TO Contractor shall analyze and recommend technology requirements with regards to processing, data storage, data access and application development.
- e. The TO Contractor shall examine the functionality, purpose and integration of existing and planned software applications to determine and document the business, data, application and technology principles for the planned applications

that will meet to be established VMW Consortium Enterprise Architecture goals.

- f. The TO Contractor shall support DDI Contractor(s) to test systems and processes to address major architectural issues, including Disaster Recovery, Data Migration, Database Design and Optimization, Messaging, System and Data Security, Architecture Governance, Architecture Change Control and Application Implementation.

2.7.4 SERVICE LEVEL AGREEMENT (SLA)

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.7.5 BACKUP / DISASTER RECOVERY

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.7.6 REQUIREMENTS FOR HARDWARE, SOFTWARE, AND MATERIALS

Office space, telephone, network access, computers and software will be provided for the TO Contractor at DLLR to provide an environment for them to work in close proximity to the TO Manager and other IT personnel who are working on the project. The TO Contractor will be expected to have a full time on-site presence throughout the project's lifecycle.

Each Work Order will separately establish the work location, and source of other infrastructure components necessary for the Work Order team to perform their tasks.

2.8 PERFORMANCE AND PERSONNEL

2.8.1 WORK HOURS

- Business Hours Support: The TO Contractor's collective assigned personnel shall support core business hours (08:00 AM to 05:00 PM), Monday through Friday except for State holidays, Service Reduction days, and Furlough days observed by the DLLR. TO Contractor personnel may also be required to provide occasional support outside of core business hours, including evenings, overnight, and weekends, to support: specific efforts and emergencies.
- 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.

2.8.2 PERFORMANCE EVALUATION

TO Contractor personnel will be evaluated by the TO Manager on an as needed basis for assignments performed during that period. The TO Manager shall evaluate performance of each TO Contractor resource using the established performance evaluation form included as Attachment 18. At a work order level, a performance evaluation form (PEF) may be used in lieu of the deliverable product receipt and deliverable product acceptance form process.

2.8.3 PERFORMANCE ISSUE MITIGATION

At any time during the TO period of performance, should the performance of a TO Contractor resource be unsatisfactory as determined by the TO Manager, the TO Manager will pursue the following mitigation procedures prior to requesting a replacement employee:

- a. The TO Manager shall document performance issues and give written notice to the TO Contractor, clearly describing problems and delineating remediation requirement(s).
- b. The TO Contractor shall respond with a written remediation plan within three business days and implement the plan immediately upon written acceptance by the TO Manager.
- c. Should performance issues persist, the TO Manager may give written notice or request the immediate removal of person(s) whose performance is at issue, and determine whether a substitution is required.
- d. Master Contractor shall provide a replacement within fifteen (15) business days from removal notice date.

2.8.4 SUBSTITUTION OF PERSONNEL AFTER AWARD

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 personnel specifying their intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.
- c. Proposed substitute personnel shall be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.

2.8.5 PREMISES AND OPERATIONAL SECURITY

- a. 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.
- b. TO Contractor employees shall, while on State premises, display their State issued identification cards without exception.
- c. 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 Contract.

- d. TO Contractor shall remove any employee from working on the resulting Contract where the State of Maryland provides evidence to the TO Contractor that said employee has not adhered to the security requirements specified herein.

2.9 DELIVERABLES

2.9.1 DELIVERABLE SUBMISSION

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

For every deliverable, the TO Contractor shall submit by email 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 2.9.3. 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 2.9.3.

2.9.2 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 2.9.4 Deliverable Descriptions/Acceptance Criteria.

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

The TO Manager will issue to the TO Contractor a notice of acceptance or rejection of the deliverable in the DPAF (Attachment 9). Following the return of the DPAF indicating "Accepted" and signed by the TO Manager, the TO Contractor shall submit a proper invoice in accordance with the procedures in Section 2.13. The invoice must be accompanied by a copy of the executed DPAF or payment may be withheld.

In the event of rejection, the TO Manager will formally communicate in writing any deliverable deficiencies or non-conformities to the TO Contractor, describing in those deficiencies what shall be corrected prior to acceptance of the deliverable in sufficient detail for the TO Contractor to address

the deficiencies. The TO Contractor shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.

Subsequent 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.

2.9.3 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.

2.9.4 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

The TO Contractor may suggest other subtasks, artifacts, or deliverables to improve the quality and success of the assigned tasks. Only Core PMO Services deliverables are listed here. Each Work Order will provide a similar deliverable table applicable to that Work Order. The TO Contractor shall provide SDLC content that at a minimum, meets Maryland’s SDLC requirements as indicated on the templates found at <http://doit.maryland.gov/SDLC/Pages/Templates.aspx>.

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.9.4.1	Integrated Master Schedule (IMS)	The IMS effectively documents the actual and projected schedule for the project. It shall: <ul style="list-style-type: none"> a. Create and manage the Work Breakdown Structure to decompose all tasks for the 	NTP +30 Calendar days, Updated Weekly thereafter and throughout the project.

		<p>project.</p> <ul style="list-style-type: none"> b. Identify and track all tasks for the project. Active tasks shall be no greater than 80 hours in duration. c. Provide baseline schedules to support schedule variance analysis. d. Integrate all schedules from state Project Managers and DDI Contractor(s) e. Be updated on a weekly basis to track progress on the project. <p>This document, typically developed in Microsoft Project, provides an integrated master project schedule which shall be used to manage the schedule throughout the project. This plan shall identify all tasks (including all DDI Contractor(s) and VMW UIM tasks), durations, dependencies and resources for all tasks performed on project by all project resources including but not limited to state resources, TO Contractor and DDI Contractor(s).</p>	
2.9.4.2	Staffing Management Plan	This updated staffing management plan (as compared to the staffing management plan submitted with Offeror’s proposal) shall reflect information learned from the DDI Contractor and contain the TO Contractor’s Staffing Management Plan for the life of the project	DDI contract’s NTP + 45 Calendar days, updated not less than quarterly.
2.9.4.3	Project Organization Chart updates	A document that describes the organization and reporting relationships between the UIM PMO staff, DDI Contractor(s) and other key stakeholders.	NTP + 60 Calendar days, Not less than Quarterly
2.9.4.4	Responsibility Assignment Matrix	<p>This document shall contain information describing the roles and responsibilities:</p> <ul style="list-style-type: none"> • Entire UIM PMO personnel, 	NTP + 30 Calendar days, Not less than Quarterly

		<ul style="list-style-type: none"> • Business and IT sponsors • Other key stakeholders. 	
2.9.4.5	Gate Review Summary Reports	Document describing the key decisions that were made during the gate review meeting pertaining to pricing/cost, scope, schedule and quality	Due in accordance with the IMS
2.9.4.6	VMW UIM Project Management Plan (PMP)	The VMW UIM PMP shall provide fully SDLC and PMBOK compliant plans in all areas. MS Word document (or mutually agreed upon document) that documents all 10 process areas for managing the UIM project. The document shall articulate these plans for the project and are capable of being followed throughout the remainder of the project. Updated Project Management Plan and subsidiary plans on a quarterly basis.	NTP + 30 Calendar days, Quarterly
2.9.4.7	Risk Management Register	A register of all risks to the UIM Project, including consolidated risks gathered from DDI vendor and other stakeholders.	As required by the IMS
2.9.4.8	Risk Analysis Report	A written report of the Risks Identified, and any action taken or considered.	Monthly in accordance with the IMS
2.9.4.9	Weekly Status Report	A written report that summarizes the activities, deliverables, open and closed issues, risks and changes that occurred in the previous week and a summary of the deliverables and activities planned for the next week as well as capturing the following: key players for the project team, completion status of the project deliverables, number of changes approved so far in the project, type of changes that have been approved, planned value, earned value, actual cost incurred on the project, schedule variance (measure of schedule performance on a project), and cost variance (measure of cost performance on a project).	Due in accordance with the IMS

		TO Contractor shall provide as part of the weekly status report feedback on the DDI Contractor(s) adherence to the PMP as required during the course of the project.	
2.9.4.10	Weekly Test Activity Report	The TO Contractor shall provide a document that provides the progress of all test efforts, including the number of open defects, closed defects, test cases passed and test cases failed.	Due in accordance with the IMS
2.9.4.11	Quarterly Report and Forecast Presentation	The TO Contractor shall provide a Quarterly Presentation for the PSC, which will provide a summary of the activities, deliverables, schedule variances, changes considered/approved, risks identified and changes that occurred in the previous quarter and a summary of the deliverables and activities planned for the next quarter.	Quarterly in accordance with the IMS

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. (Subcontractor experience shall not count towards minimum qualifications.) 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:

- 1) At least two (2) projects where the Master Contractor served as the PMO support of a state or federal legacy system replacement project with a project team of up to twenty (20) resources. In addition, the engagement shall meet the following criteria:
 - i) The engagement shall have lasted at least a year; and
 - ii) The Offeror shall have provided at least three (3) full-time support personnel with at least one (1) resource having a PMI PMP certification.
 - iii) At least one engagement must be deployed into the production environment
- 2) Prior Quality Assurance experience with a government legacy project.
- 3) At least two (2) IT projects where the Offeror provided PMO services in the implementation of an Information Technology system costing in excess of \$10M.

2.10.2 TO CONTRACTOR'S PREFERRED QUALIFICATIONS

The Master Contractor has served as a PMO for as state UI legacy system modernization project.

2.10.3 OFFEROR'S PERSONNEL MINIMUM QUALIFICATIONS

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

For the personnel proposed under this TORFP, proposed resources must meet all minimum qualifications for the labor category proposed, as identified in the CATS + Master Contract Section 2.10 plus the following minimum qualifications. Resumes shall clearly outline starting dates and ending dates for each applicable experience or skill.

The key personnel for this TORFP consist of a Senior PMO Project Manager.

A. Senior PMO Project Manager

The Senior PMO Project Manager shall meet the following additional minimum qualifications:

- The Senior PMO Project Manager shall hold a current Project Management Professional certification from the Project Management Institute.
- The Senior PMO Project Manager has a minimum of three (3) years' experience as a project manager or manager of a PMO for at least one (1) IT project delivered into production at a state or federal agency with a project cost over \$20M.

2.11 TO CONTRACTOR AND PERSONNEL OTHER REQUIREMENTS

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

2.11.1 Project Manager

It is preferred that the Project Manager for this TORFP meet the following requirements:

- A. The Senior PMO and Project Manager shall have overseen system implementations using different project methodologies to include at least waterfall and agile.
- B. The Senior PMO Project Manager shall demonstrate leadership role in at least three (3) projects that were delivered on time and on budget.

Additional personnel brought on to provide support for this project shall meet the minimum qualifications for their respective labor category as stated in stated in CATS+ Master Contract Section 2.10.

2.12 RETAINAGE

There shall be no retainage for this contract.

2.13 INVOICING

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract. Proper invoices for payment shall contain the TO Contractor's Federal Tax

Identification Number, as well as the information described below, and shall be submitted to the TO Manager for payment approval.

Payment will only be made upon completion and acceptance of the deliverables as defined in Section 2.9.4.

2.13.1 **FP and T&M Work Orders**

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

2.13.2 **FP CORE PMO SERVICES**

Invoices for Core PMO Services shall be submitted with a DPAF form upon acceptance of the deliverable by the State. Payment of invoices will be withheld if a signed Acceptance of Deliverable Form (Attachment 9) is not submitted.

For Core PMO Services, after the last business day of the month, the TO Contractor shall submit a DPAF form to the TO Manager for approval of Core PMO Services provided under Section 2.7.2. The TO Manager will use the DPAF form to approve services for the task for the prior month and return it to the TO Contractor. The TO Contractor shall submit the DPAF form with the invoice for the work on the task by the 15th of the month for the previous month's work.

2.13.3 **TIME SHEET SUBMISSION AND ACCEPTANCE FOR T&M WORK ORDERS**

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

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

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

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

(8) Annual variance to date (Sum of weekly variances)

D. Signature and date lines for the TO Manager

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

2.13.4 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) A proper invoice shall identify DLLR as the recipient and contain the following information: date of invoice, TO Agreement number, deliverable description, deliverable number (e.g., “2.7.4.1.”), period of performance covered by the invoice, a total invoice amount, and a TO Contractor point of contact with telephone number. For T&M invoicing, also include for each person covered by the invoice the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount.
- B) The TO Contractor shall email the original of each invoice to DLLR at email address: melissa.ganley@maryland.gov, with a copy to the TO Manager.
- C) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.14 WORK ORDER PROCESS

- A. Additional services will be provided via a Work Order process. A Work Order may be issued using either FP or T&M pricing. T&M Work Orders will be issued in accordance with pre-approved Labor Categories with the fully loaded rates proposed in Attachment 1.
- B. The TO Manager shall e-mail a Work Order Request (See Attachment 17) to the TO Contractor to provide services or resources that are within the scope of this TORFP. Attachment 17 has two Work Order forms, one for FP and the other for T&M. The Work Order Request will include:
 - Technical requirements and description of the service or resources needed
 - Performance objectives and/or deliverables, as applicable
 - Due date and time for submitting a response to the request
 - Required place(s) where work shall be performed
 - Whether the Work Order is to be FP or T&M (pick the appropriate form).
- C. The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
 - A response that details the TO Contractor’s understanding of the work;
 - A price to complete the Work Order Request using the format provided in Attachment 17.

- A description of proposed resources required to perform the requested tasks, with CATS+ labor categories listed in accordance with Attachment 1.
 - An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks.
 - State-furnished information, work site, and/or access to equipment, facilities, or personnel
 - The proposed personnel resources, including any subcontractor personnel, to complete the task.
- D. For a T&M Work Order, the TO Manager will review the response and will confirm the proposed labor rates are consistent with this TORFP. For a fixed price Work Order, the TO Manager will review the response and will confirm the proposed prices are acceptable.
- E. The TO Manager will contact the TO Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the TO Procurement Officer for approval. The TO Procurement Officer could issue a change order to the TORFP if appropriate.
- F. Proposed personnel on any type of Work Order shall be approved by the TO Manager. The TO Contractor shall furnish resumes of proposed personnel specifying their intended labor category from the CATS+ Labor Categories proposed in the TO Proposal. The TO Manager shall have the option to interview the proposed personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the personnel.
- G. The TO Manager will issue the Notice to Proceed (NTP) after the Work Order is approved by the TO Procurement Office.

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SECTION 3 - TASK ORDER PROPOSAL FORMAT

3.1 SUBMISSION REQUIREMENTS and REQUIRED RESPONSE

Each Master Contractor receiving this CATS+ TORFP shall respond no later than the submission due date and time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal; or 2) a completed Master Contractor Feedback Form. The feedback form helps the State understand for future contract development why Master Contractors did not submit proposals. The form is accessible via the CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

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

3.2 SUBMISSION

The TO Proposal shall be submitted via two separate packages (simultaneously) to the Procurement Office listed on the Key Information Sheet. Both Volume 1 – Technical Proposal and Volume II – Financial Proposal must be submitted as hard (printed) copies and as Adobe PDF files on separate CDs.

- A. Within the envelope received by the Procurement Officer, each Offeror is required to submit a separate sealed package for each “Volume”, which is to be labeled Volume 1 – Technical Proposal and Volume II – Financial Proposal respectively. Each sealed package must bear the RFP title and number, and the name of the Offeror, the volume number (I or II), and the closing date and time for receipt of the proposals on the outside of the package. Twelve (12) CDs must accompany the printed copy.
- B. All pages of both proposal “volumes” must be consecutively numbered from beginning (page 1) to end (page x).

3.3 SUMMARY OF ATTACHMENTS

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

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

- A. Attachment 4 – Conflict of Interest Affidavit and Disclosure - Signed PDF
- B. Attachment 5A and 5B- Attachment 5A Minimum Qualifications Summary and Attachment 5B Personnel Resume Form - Signed PDF
- C. Attachment 13 – Living Wage Affidavit of Agreement - Signed PDF
- D. Attachment 16 - Certification Regarding Investments in Iran - Signed PDF

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

- A. Attachment 1 Price Sheet – Signed PDF and Microsoft Excel format.

3.4 PROPOSAL FORMAT

A TO Proposal shall contain the following sections in order:

3.4.1 TO TECHNICAL PROPOSAL

A) Transmittal Letter

A transmittal letter shall accompany the Technical Proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The transmittal letter should be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this TORFP. See Offeror Responsibilities in Section 2.7.2 and 2.7.3.

B. Format of Technical Proposal

The Offeror's Technical Proposal shall include the following sections in order:

- a. Title and Table of Contents: The Technical Proposal shall begin with a title page bearing the name and address of the Offeror and the name and number of this TORFP. A table of contents shall follow the title page for the Technical Proposal.
- b. Methodology and Experience
 - i. Executive Summary: Briefly summarize company background, experience, and capabilities relevant to the TORFP scope of work to include familiarity with tools used for requirements management. Include a declaration that the Offeror is committed to providing any of the labor categories listed in Section 2.7.3. Identify any exceptions the Offeror has taken to the requirements of this TORFP, the Contract (Attachment 3), or any other attachments. Exceptions to TORFP terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible for award.
- c. Proposed Services
 - i. Proposed Solution: A more detailed description of the Master Contractor's understanding of the TORFP scope of work, proposed methodology and solution. The proposed solution should provide examples of lessons learned from other projects that will be leveraged to benefit the VMW UI Modernization effort, to include cost saving measures. The proposed solution shall be organized to exactly match the requirements outlined in Section 2.
 - ii. 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.
 - iii. Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal. Master Contractors should avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.
- d. Staffing Management Plan: This plan shall describe the Offeror's approach to providing and managing staff for the VMW UIM Project. Plan components at a

minimum shall include:

- i. Acquisition Plan - describes the methodology and timeline for how requested resources will be identified, recruited, and vetted; describe any additional anticipated roles required to fulfill the Core PMO requirements in the Staffing Management Plan without including resumes.
 - ii. Resource Development and Retention Plan - describes the methodology and timeline for staff training and incentivizing / motivational activities; and
 - iii. Performance Mitigation Plan describing the methodology and timeline for mitigating poor performance reported by the Consortium.
 - iv. The TO Contractor shall provide an initial staffing plan based on a notional project schedule for Core Services and potential personnel anticipated via work order in the remaining SDLC phases of the VMW UIM project.
- e. Proposed Personnel and TORFP Staffing
- i. Propose exactly one (1) named resource in response to this TORFP to represent the Core PMO Services management personnel. Complete and provide for the Senior Project Manager Attachment 5A Minimum Qualifications Summary and Attachment 5B Personnel Resume Form. A Resume will be required in the event the resource is needed (Section 2.7.2.2).
 - ii. Provide evidence proposed personnel possess the required certifications in accordance with Section 2.10.3 Offeror's Personnel Minimum Qualifications. Also provide a copy of the PMP certificate for any project manager candidates.
 - iii. Subcontractors: Identify all proposed subcontractors and each subcontractor's role in meeting the requirements of this TORFP.
 - iv. Provide three (3) references per proposed personnel containing the information listed in Attachment 5B.
- f. Company References
- Provide at least three (3) verifiable descriptions of contracts where the Offeror or subcontractor (if applicable) provided project responsibilities similar to those required in Section 2.3.1. Each description must include the following information in order:
- i. Name of end-user client organization
 - ii. Client contact name, telephone number; email address (point of contact shall be accessible and knowledgeable regarding experience)
 - iii. Description of services provided
 - iv. Labor categories provided, highlighting any that align with the labor categories in this TORFP
 - v. Start and end dates (MM / YY) for each engagement
 - vi. Amount of time required to initially place an acceptable resource; and

- vii. Reference must not be a prime or subcontractor partner; rather the reference shall be the customer / client to whom the resources were provided.

Note: Contact information provided for references shall be accurate. References must be knowledgeable of the scope of work and the Offeror's performance. Failure to provide accessible references may result the Offeror's proposal being deemed not reasonably susceptible for award.

g. State of Maryland Experience

If applicable, the Offeror shall submit a list of all contracts it currently holds or has held within the past five (5) years with any entity of the State of Maryland. For each identified State of Maryland contract, the Master Contractor shall provide the Contract or TO Agreement name. List any contracts already described under #4 above. The Offeror may submit State of Maryland Experience as an attachment if its Volume I - Technical Proposal will otherwise exceed thirty pages. State experience is neither required nor given more weight in proposal evaluations.

h. Offeror General Information

This section shall include the following:

- i. Company background, years providing human resourcing services, number of employees, organizational chart, experience relevant to the TORFP, and key business partners.
- ii. Provide the names and titles of the Master Contractor's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.
- iii. MBE, SBE Participation and VSBE Participation: Submit completed MBE documents Attachment 2 - Forms D-1 and D-2.
- iv. Confidentiality

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

3.4.2 TO FINANCIAL PROPOSAL

- A. A description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal);
- B. Attachment 1– Price Sheet, completed in Microsoft Excel and PDF formats with all proposed labor categories including all rates fully loaded. Master Contractors shall list

all proposed resources by approved CATS+ labor categories in the price proposal. Prices shall be valid for 120 days.

- C. To be responsive to this TORFP, the Price 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 in effect at the time of the TO Proposal due date.

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SECTION 4 - TASK ORDER AWARD PROCESS

4.1 OVERVIEW

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate Functional Area responding to the CATS+ TORFP. In making the TO Agreement award determination, DLLR will consider all information submitted in accordance with Section 3.

4.2 TO PROPOSAL EVALUATION CRITERIA`

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

- A. The overall experience, capability and references for the 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 to Section 3.4.
- C. The ability for the Master Contractor to meet staffing expectations relative to supplying additional personnel for this TORFP meeting qualifications in Section 2.
- D. 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).

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. Oral presentations may be required for Master Contractors deemed technically qualified.
- C. Interviews will be performed for proposed Senior Project Manager candidates from Master Contractors deemed technically qualified.
- D. For TO Proposals deemed technically qualified, the associated TO Financial Proposal will be opened. All others will be deemed not reasonably susceptible for award and the TO Procurement Officer will notify the Master Contractor it has not been selected to perform the work.
- E. 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.
- G. All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

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

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LIST OF ATTACHMENTS

Attachment Label	Attachment Name	Applicable to this TORFP?	Submit with Proposal?*(Submit, Do Not Submit, N/A)
Attachment 1	Price Sheet (Microsoft Excel)	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)	Applicable	Do Not Submit with Proposal
Attachment 4	Conflict of Interest Affidavit and Disclosure	Applicable	Submit with TO Technical Proposal
Attachment 5	Labor Classification Personnel Resume Summary	Applicable	Submit with TO Technical Proposal
Attachment 6	Pre-Proposal Conference Directions	Applicable	Do Not Submit with Proposal
Attachment 7	Notice to Proceed (Sample)	Applicable	Do Not Submit with Proposal
Attachment 8	Agency Receipt of Deliverable Form	Applicable	Do Not Submit with Proposal
Attachment 9	Agency Deliverable Product Acceptance Form (DPAF)	Applicable	Do Not Submit with Proposal
Attachment 10	Non-Disclosure Agreement (Offeror)	Not Applicable	N/A
Attachment 11	Non-Disclosure Agreement (TO Contractor)	Applicable	Do Not Submit with Proposal
Attachment 12	TO Contractor Self-Reporting Checklist	Applicable	Do Not Submit with Proposal
Attachment 13	Living Wage Affidavit of Agreement	Applicable	Submit with TO Technical Proposal
Attachment 14	Mercury Affidavit	Not Applicable	N/A
Attachment 15	Veteran Owned Small Business Enterprise Utilization Affidavit	Not Applicable	N/A
Attachment 16	Certification Regarding Investments in Iran	Applicable	Submit with TO Technical Proposal
Attachment 17	Sample Work Order	Applicable	Do Not Submit with Proposal
Attachment 18	Performance Evaluation Form	Applicable	Do Not Submit with Proposal
Attachment 19	Criminal Background Check Affidavit	Not Applicable	N/A
Attachment 20	UIM Conceptual Architecture	Applicable	N/A
Attachment 21	System Architecture	Applicable	N/A
Attachment 22	System Integration Architecture	Applicable	N/A
Attachment 23	Governance	Applicable	N/A

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

ATTACHMENT 1 PRICE SHEET

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

ATTACHMENT 2 MINORITY BUSINESS ENTERPRISE FORMS

THIS ATTACHMENT DOES NOT APPLY

ATTACHMENT 3 TASK ORDER AGREEMENT

CATS+ TORFP# P00B5400010OF MASTER CONTRACT #060B2490023

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

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 Labor, Licensing and Regulation, as identified in the CATS+ TORFP # P00B5400010.
 - b) “CATS+ TORFP” means the Task Order Request for Proposals # P00B5400010, 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 Latesa Thomas. 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 DLLR 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 Three (3) Base Year with Two (2) One-year renewal options, commencing on the date of Notice to Proceed and terminating on Month Day, Year.

4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS+ TORFP and shall not exceed \$_____. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS+ TORFP, but no later than thirty (30) days after the Agency's receipt of a proper invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

IN WITNESS THEREOF, the parties have executed this TO Agreement as of the date hereinabove set forth.

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, Department of Labor, Licensing and Regulation

By: Latesa Thomas, Chief of Procurement

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 CATS+ Labor Category that best fits each proposed resource. 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 5 5B – PERSONNEL RESUME FORM

CATS+ TORFP # DLLR-FY 2015-004

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:	<proposed by Master Contractor OR agency inserts 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.

Reference Number:	1
Date From:	<mm/yy>
Date To:	<mm/yy>
Organization Name:	<insert organization name>

Contact Name:	<insert contact>
Contact Phone:	<insert phone>
Contact e-mail:	<insert e-mail>
Details:	<insert details>

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

Instruction: Sign each form.

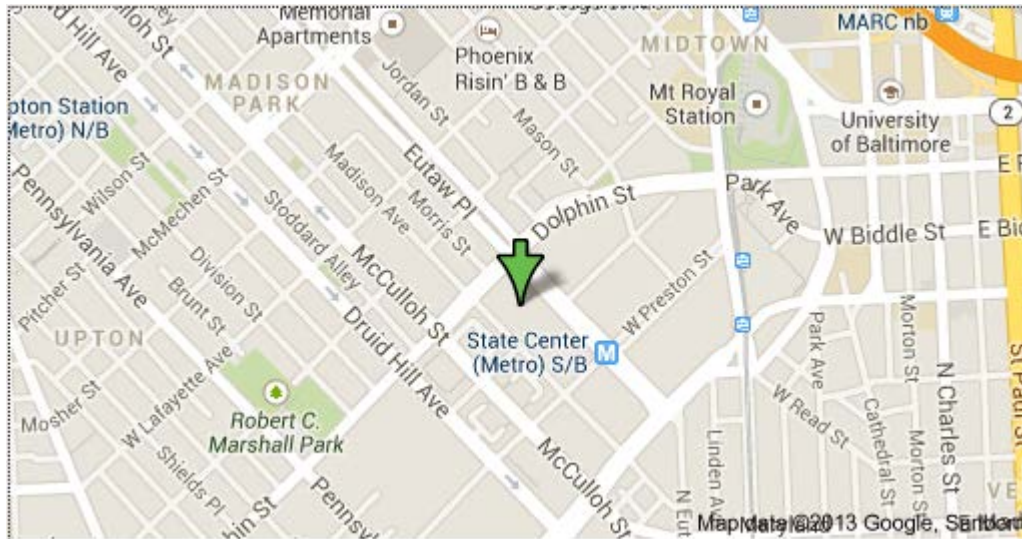
ATTACHMENT 6 PRE-PROPOSAL CONFERENCE DIRECTIONS

Location: 1100 N. Eutaw Street, Baltimore MD 21201, Conference Room 508

Date: August 8, 2014

Time: 9:30 AM

Parking: Street parking only



From Points South and East:

Route 97 to
Route 695 East (Baltimore Beltway) to
Exit 7 Route 295 Baltimore-Washington
Expressway
Route 295 North toward Baltimore
Route 295 changes to Russell Street
Follow Russell Street to
Martin Luther King Boulevard to
Left Turn onto Eutaw Street – Building will be on
your left

From Points West and North:

Route 70 East to
Route 695 Baltimore Beltway toward Towson
Exit 23 to Route 83 South (Jones Falls
Expressway) to
Maryland Avenue Exit at top of ramp at Maryland

Go 2 lights Turn Right on Preston Street
Preston turns into Dolphin Street at Intersection
with Howard
Continue to Next Light, Turn left onto N. Eutaw-
Building will be on your right.

From North:

Take Route 95 to Route 695 toward Towson at Exit
23 get on Route 83 South and Follow
Route 83 South (Jones Falls Expressway) to
Maryland Avenue Exit at top of ramp at Maryland
Go 2 lights Turn Right on Preston Street
Preston turns into Dolphin Street at Intersection
with Howard
Continue to Next Light, Turn left onto N. Eutaw-
Building will be on your right.

ATTACHMENT 7 NOTICE TO PROCEED (SAMPLE)

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ TO Project Number (TORFP #): P00B5400010

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,

Latesa Thomas

Task Order Procurement Officer/Chief of Procurement

Enclosures (2)

cc: Melissa Ganley

Procurement Liaison Office, Department of Information Technology

Project Oversight Office, Department of Information Technology

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 #): # P00B5400010 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 # P00B5400010 for VMW UIM PMO. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

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

OFFEROR: _____ BY: _____
 NAME: _____ TITLE: _____
 ADDRESS: _____

ATTACHMENT 11 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ___ day of _____, 20___, by and between the State of Maryland ("the State"), acting by and through its Department of Labor, Licensing and Regulation (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 VMW UIM PMO TORFP No. P00B5400010 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 Labor, Licensing and Regulation:

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 with the TO number in the subject line.

Master Contractor:	
Master Contractor Contact / Phone:	
Procuring State Agency Name:	
TO Title:	
TO Number:	
TO Type (Fixed Price, T&M, or Both):	
Checklist Issue Date:	
Checklist Due Date:	
Section 1 – Task Orders with Invoices Linked to Deliverables	
A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 2.)	
B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
C) Is the deliverable acceptance process being adhered to as defined in the TORFP? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials	
A) If the TO involves material costs, are material costs passed to the agency without markup by the Master Contractor? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
Section 3 – Substitution of Personnel	
A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 4.)	
B) Did the Master Contractor request each personnel substitution in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	

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

SUBMIT AS INSTRUCTED IN TORFP.

ATTACHMENT 13 LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

Bidder/Offeror is a nonprofit organization

Bidder/Offeror is a public service company

Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000

Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

If the Contract is a Living Wage Contract

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

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

All employee(s) proposed to work on the State contract will spend less than one-half of the employee's time during every work week on the State contract;

All employee(s) proposed to work on the State contract will be 17 years of age or younger during the duration of the State contract; or

All employee(s) proposed to work on the State contract will work less than 13 consecutive weeks on the State contract.

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

Name of Authorized Representative: _____

Signature of Authorized Representative _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

ATTACHMENT 14 MERCURY AFFIDAVIT
THIS ATTACHMENT DOES NOT APPLY

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

THIS ATTACHMENT DOES NOT APPLY

ATTACHMENT 16 CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

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

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

CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

ATTACHMENT 17 SAMPLE WORK ORDER

WORK ORDER	Work Order #	Contract #		
This Work Order is issued under the provisions of a TORFP. The services authorized are within the scope of services set forth in the <i>Purpose</i> of the work order.				
Purpose				
Statement of Work Requirements:				
<u>Deliverable(s), Acceptance Criteria and Due Date(s):</u>				
Deliverables are subject to review and approval by DLLR prior to payment. <i>(Attach additional sheets if necessary)</i>				
Start Date	End Date			
Cost				
Description for Task / Deliverables	Quantity (if applicable)	Labor Hours (Hrs.)	Labor Rate	Estimate Total
1.			\$	\$
2.			\$	\$
*Include WBS, schedule and response to requirements.		DLLR shall pay an amount not to exceed		\$
Contractor		Agency Approval		
(Signature) Contractor Authorized Representative (Date)		(Signature) TO Manager (Date)		
POC	(Print Name)	TO Manager	(Print Name)	
Telephone No.		Telephone No.		
Email:		Email:		

ATTACHMENT 18 PERFORMANCE EVALUATION FORM

TORFP Title: VMW UIM PMO

TORFP # P00B5400010

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:

DLLR TO Manager:

Department of Labor, Licensing and Regulation:

PROJECT PERSONNEL PERFORMANCE RATING*

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

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

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

Employee performance overall is accepted.

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

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

OTHER COMMENTS:

Signature of Evaluator

Date

Signature of TO Contractor

Date

ATTACHMENT 19 CRIMINAL BACKGROUND CHECK AFFIDAVIT
THIS ATTACHMENT DOES NOT APPLY

ATTACHMENT 20 UIM CONCEPTUAL ARCHITECTURE

The reference architecture represents a conceptual level view of the scope of the UI System. It shows the functional, general and non-functional aspects of the UI System, types of Users for the System, interfaces that may be used to interact with the System and communication to external systems.

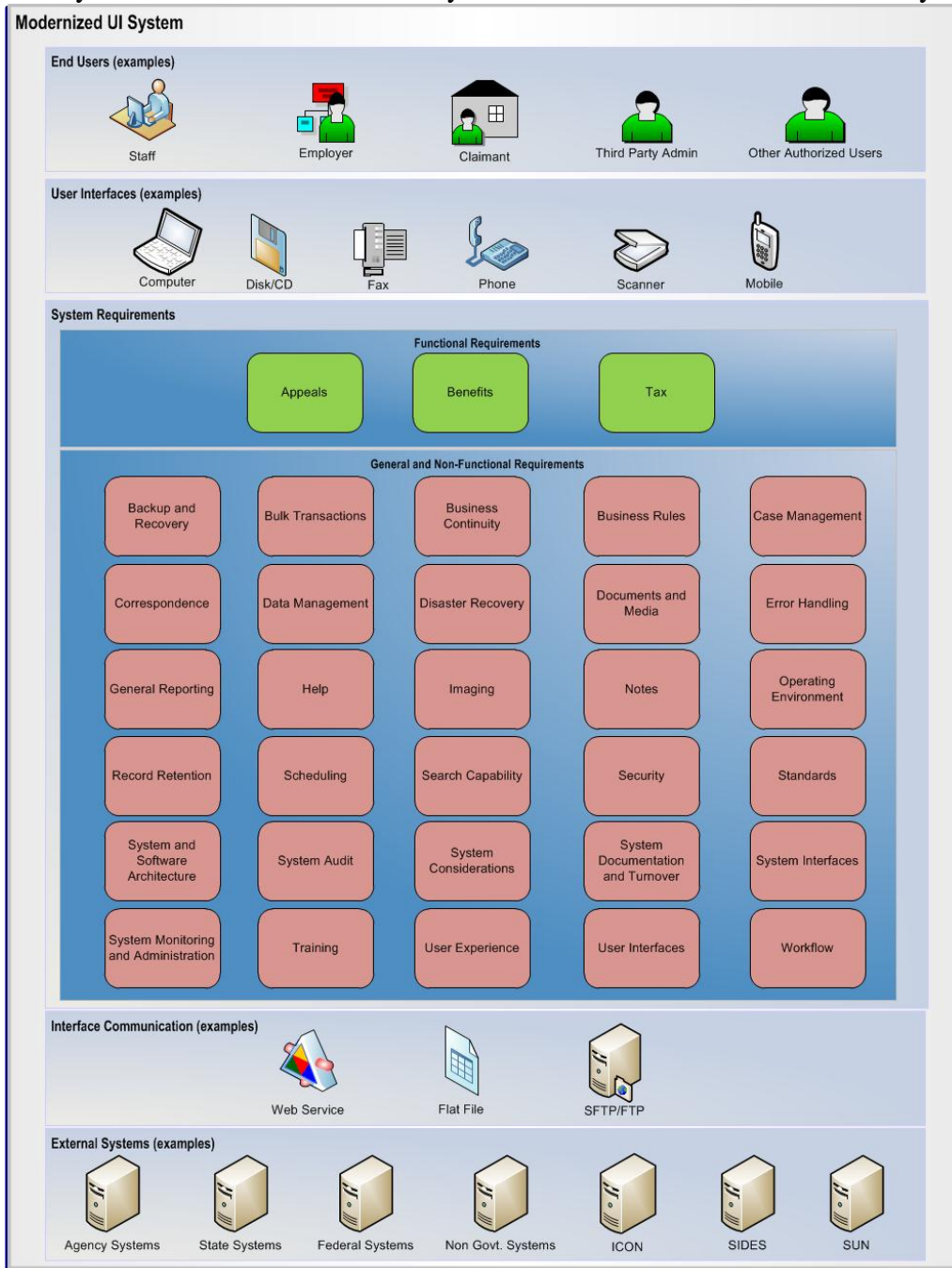


Figure 1: Reference Architecture

ATTACHMENT 21- SYSTEM ARCHITECTURE

The System architecture represents the way that system components may work together to implement the UI System. It shows that the functionality of the portions of the System are done by a core part of the System while others are the responsibility of a third party tool that is responsible for a given function (for example, imaging or correspondence). This diagram is not meant to dictate a specific set of third party tools that will be chosen by the Vendor. For example, the Vendor may choose to use a help tool that is built into the System as opposed to a third party help tool.

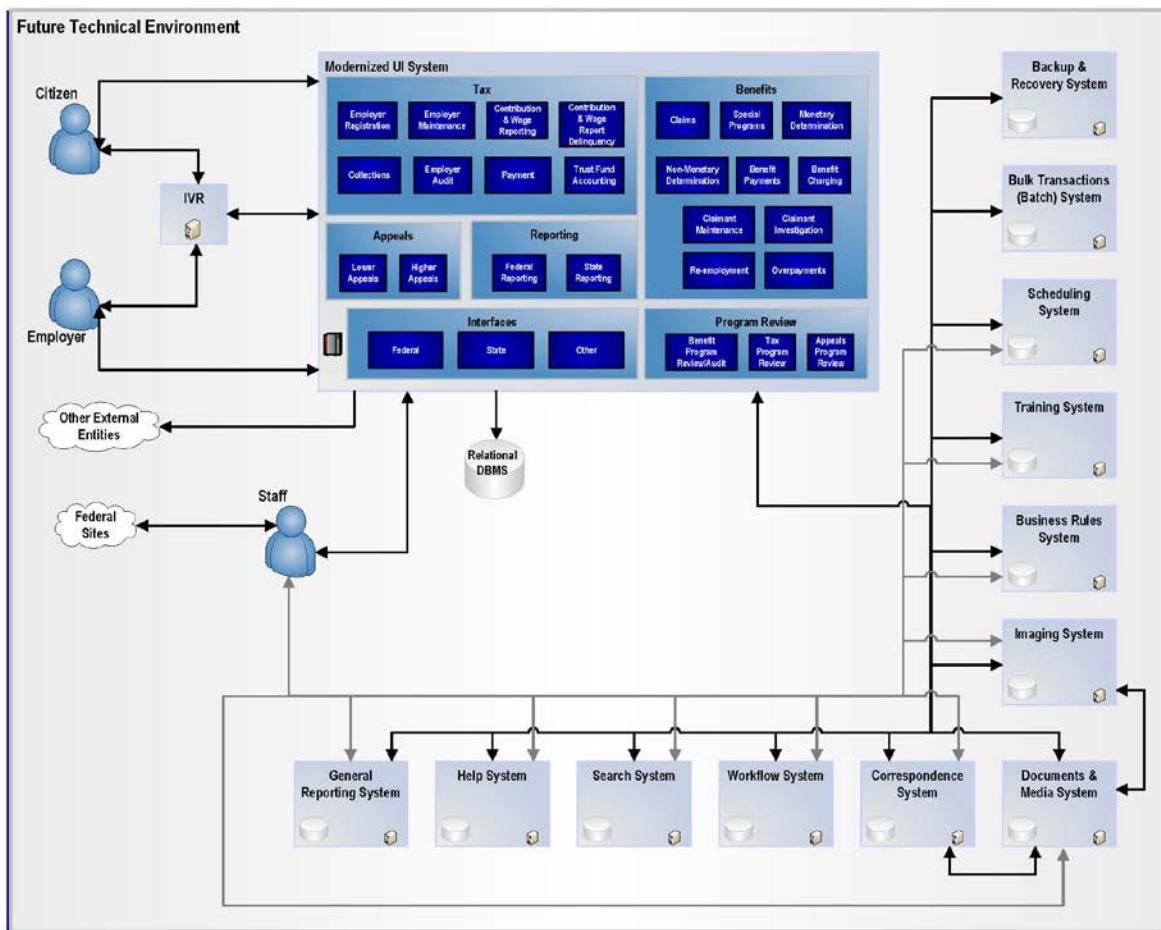


Figure 2: System Architecture

ATTACHMENT 22 - SYSTEM INTEGRATION ARCHITECTURE

The goal of the system integration architecture is to act as a buffer between the new UI System and external systems. External systems have their own development and maintenance cycles that are controlled by external entities. As a result, changes in the manner or information needed to interface with external systems may change over time in a manner not controlled by the states within the VMW Consortium. It is important to ensure that the changes to these external interfaces have a minimal impact on the core structure of the new UI System. In addition, similar interfaces across VMW Consortium states (for example, banking interfaces) may be similar in functionality but the interfacing data and medium may be different. The system integration architecture helps bridge this difference by providing a place where these differences can live without affecting the rest of the new UI Benefits System.

The following diagram shows the system integration architecture for the UI System.

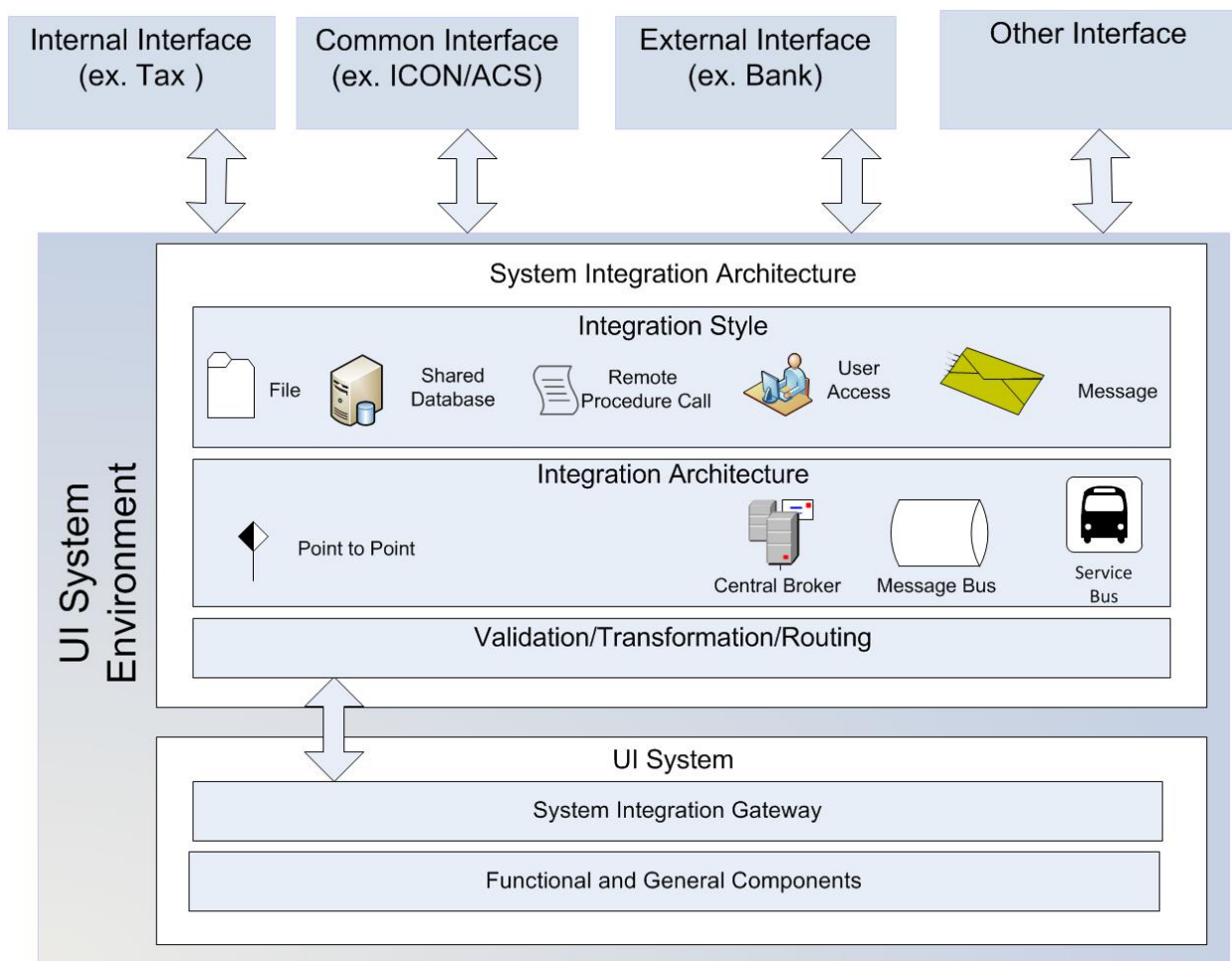


Figure 3: System Integration Architecture

ATTACHMENT 23- GOVERNANCE

Vermont, Maryland, and West Virginia Unemployment Insurance Agencies Creating and Comprising the VMW UI Modernization Consortium Governance Highlights

BACKGROUND

The Unemployment Insurance (UI) Agencies of Vermont, Maryland, and West Virginia formed a "Consortium" to jointly develop a requirements repository for a core UI Benefit/Tax/Appeals System (phase I). The United States Department of Labor has awarded additional funds for the established VMW Consortium to develop a core UI Benefit, Tax, and Appeals System, referred to as the "System" leveraging the established requirements developed in phase I that are specific to the needs of VT, MD and WV (phase II).

Establishment of Consortium

The unemployment insurance agencies of the States of Vermont, Maryland and West Virginia have formed and established a consortium comprised of the VMW States (the "VMW Consortium") for the purpose of conducting a cooperative procurement for the design, development and implementation of a modernized UI Benefit, Tax, and Appeals System. The VMW Consortium shall conduct its affairs in accordance with the governance structure set forth below.

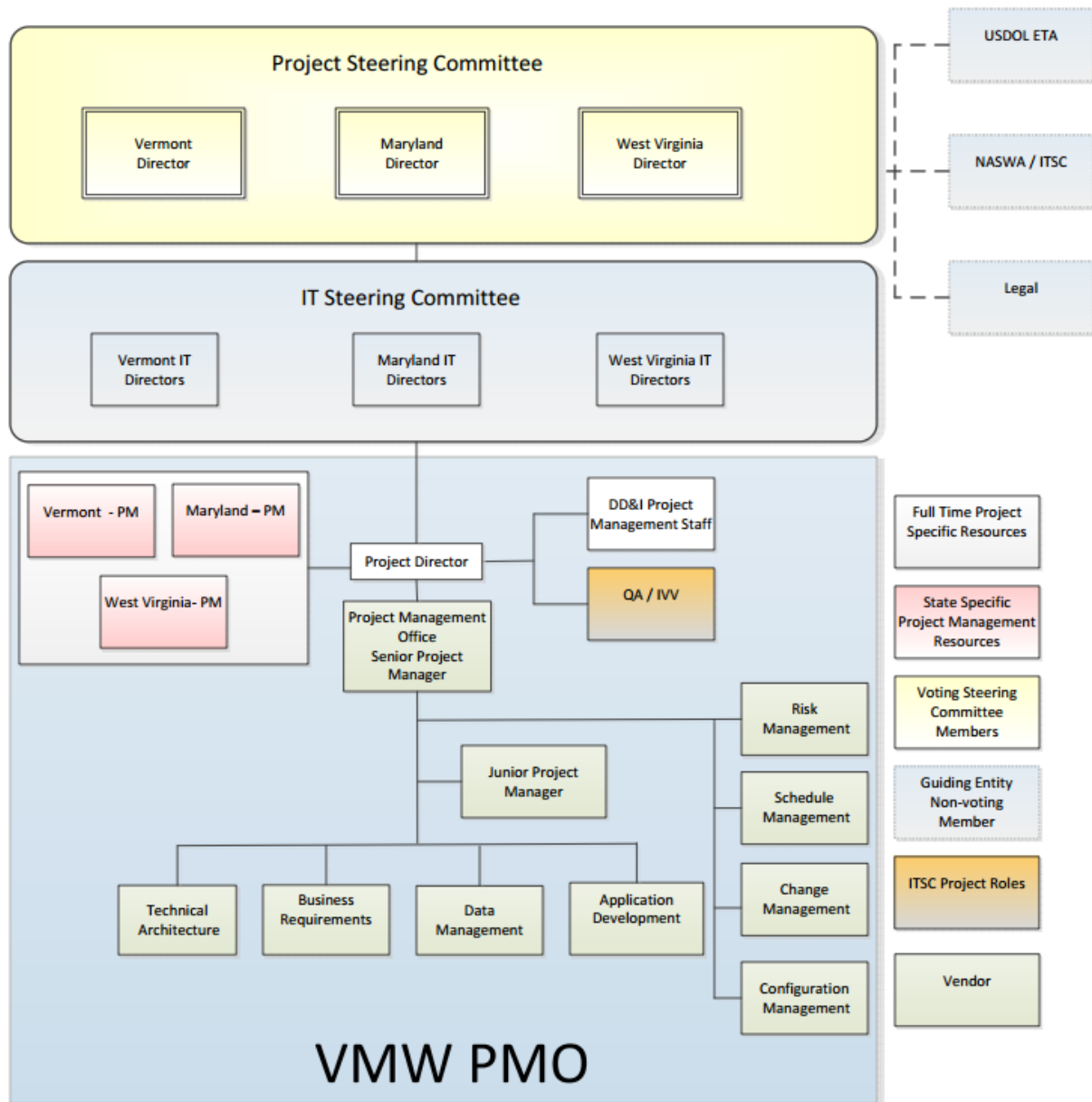
GOALS

The VMW Consortium will collaboratively work on the design, development and implementation (DDI) of a UI Benefit, Tax and Appeals system. This modernized system will be accurate, flexible, fully integrated, reliable and secure. It will serve the needs of the consortium states, employers, claimants, agency staff and job seekers. The consortium plans to develop a streamlined system that allows as much self-service and self-reliance as possible.

Consortium Governance Structure Vermont, Maryland and West Virginia

Purpose and Objectives

The purpose of this organizational chart is to provide a high level outline of the roles of all VMW Consortium Members, the Contractor(s), and other External Consultant(s). It is not meant to define all services or activities of the Project Management Office (PMO) or the TO Contractor selected to assist within the PMO.



Project Management Office:

Each state will have a dedicated Project Manager (PM), and a number of dedicated staff (UI & IT SME's) that will be established within the PMO to assist with Technical, Functional, Quality Assurance, and Administration Lead roles. The three consortium states will assign staff to the UIM PMO. Additionally, VMW will select a PMO Contractor, as part of this TORFP, to supplement state expertise, provide unbiased feedback and support the states throughout the implementation of a future system.

The PMO, will have overall responsibility for the daily management of the VMW system development. The PMO will be governed by, and will report to, the VMW PD and the Project Steering Committee on project status, for review and approval of all major project decisions, and issue

resolution. The VMW PD and PMs will work closely together, with an emphasis on addressing schedule and resource management issues as they arise.

The PMO will provide advisory services for the procurement of the DDI Contractor(s) to support project activities, including the development (and Operational Support as needed) of the Benefits, Tax and Appeals system RFP, the evaluation and award process, and the contract execution, management and oversight. The PMO Contractor will work in accordance with the TORFP and Statement of Work, and will report to the VMW PD.

The PMO will ensure the DDI Contractor(s) work with the states to transform the prior phase requirements into a design-ready set of requirements, finalize the overall architecture of a multi-tenant common system, develop the common integrated system including code through final testing, and data migration.

The PMO shall:

- a. Manage the planning, designing, developing, and deploying of the UI application.
- b. Execute Project plans approved by the Steering Committee and be responsible for the operations of the Project in accordance with this Agreement;
- c. Develop detailed plans for implementing the Project, including plans for budgets, staffing, communication, and conducting the regular business of the Project;
- d. Report to and submit Project updates and status reports as requested by the VMW Project Director and/or the Project Steering Committee;
- e. Receive Project change orders and submit them to the PSC for review and action;
- f. Make recommendations to the Project Steering Committee with respect to the selection of appropriate subject matter experts, other UI Program personnel, legal and procurement personnel;
- g. Refer Project issues to the VMW Project Director for guidance; and
- h. Elevate decisions regarding project scope, schedule or funding to the Project Steering Committee.
- i. Maintain and Master Schedule to support the oversight and planning of the modernization application.

Project Management Office (PMO) roles:

VMW Project Director (PD): The VMW PD reports directly to the PSC and is responsible for monitoring the PMO strategic direction, goal performance, success criteria and performance management. The VMW PD is also the primary contact between the UIM PMO and the PSC. The VMW PD will also serve as the **TO Manager** and will manage the efforts involved in development and selection for all RFPs involved with the project. All resources within the PMO are accountable to the VMW PD. The VMW PD is responsible for communication with US Department of Labor as needed and as directed by the PSC.

State Project Managers (PM): These individuals will be the main point of contact for all state resources that are required for the project. The PM's will be responsible for identifying and working closely with their respective state identified project teams on project tasks. They will be responsible for reporting to the VMW PD state specific tasks as well as budget information. They will also play a key role on the various boards such as the change and configuration boards. They will be part of the decision making process for the direction of the project direction and deliverables.

Project Management Office Vendor/Master Contractor: As part of the PMO, VMW will select a TO Contractor to supplement state expertise and to serve as an unbiased third party in DDI Contractor oversight. The TO Contractor will be responsible for providing additional resources as needed and advising State PMs and the VMW PD in a collaborative role.

UIM PMO Project Team: The PMO team members (state and vendor) will carry out the work of the VMW Consortium based on the direction of the Project Steering Committee. The project team will work collaboratively to support the design, development, and implementation of a common Benefit, Tax, and Appeals system. The team will also seek input from and provide feedback to other interested state staff, as well as participate in discussions with regional and national US Department of Labor staff.

ITSC: The Information Technology Support Center provides ongoing support to VMW.