



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

**DEPARTMENT OF HEALTH AND MENTAL HYGIENE (DHMH)
ELECTRONIC VITAL RECORD SYSTEM (EVRS) -
PROJECT MANAGEMENT SUPPORT SERVICES**

CATS TORFP PROJECT NUMBER M00P9213486

ISSUE DATE: April 29, 2009

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KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services (CATS) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. All Master Contractors must complete and submit a Master Contractor Feedback form via the CATS web site regardless of whether a TO Proposal is submitted or not. The form is accessible via your CATS Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 05OR5800338, including any amendments.

TORFP Name:	DHMH EVRS- Project Management Support Services
Functional Area:	Functional Area 10 IT Management Consulting Services
TORFP Issue Date:	April 29, 2009
Closing Date and Time:	05/202009 at 2:00 PM
TORFP Issuing Office:	DoIT – Information Technology Procurement Office
Questions and Proposals are to be sent to:	Susan Howells Sue.Howells@doit.state.md.us
TO Procurement Officer	Susan Howells
TO Manager:	Isabel Horon, Director, Vital Statistics
Project Number:	M00P9213486
TO Type:	Time and Material
Period of Performance:	Award through 12/31/2010
MBE Goal:	0
Small Business Reserve (SBR):	No
Primary Place of Performance:	6550 Patterson Avenue, Baltimore MD
State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:	Workspace, telephones and workstations with Internet access will be provided as needed.
TO Pre-Proposal Conference:	Thursday, May 7, 2009; 9:00 am 45 Calvert Street, Room 164, Annapolis, MD 21401 See Attachment 5 for Directions

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 2.15 for information on change orders.

The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement. This includes administration functions, including issuing direction to the TO Contractor; ensuring compliance with the terms and conditions of the CATS Master Contract; and, in conjunction with the selected Master Contractor, achieving on budget/on time/within scope completion of the Scope of Work (SOW).

1.2 TO AGREEMENT

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

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time as stated on the Key Information Summary Sheet. The time will be local time as determined by DoIT e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP # M00P9213486. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP # M00P9213486. Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP # M00P9213486. Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 3 - Conflict of Interest and Disclosure Affidavit

1.4 ORAL PRESENTATIONS/INTERVIEWS

Master Contractors and proposed staff will be required to make an oral presentation to State representatives. Significant representations made by a Master Contractor during the oral presentation shall be submitted in writing. All such representations will become part of the Master Contractor's proposal and are binding, if the Contract is awarded. The Procurement Officer will notify Master Contractor of the time and place of oral presentations. Oral presentations may occur within one week after the proposal due date.

1.5 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT consulting services for DHMH or component programs within the agency, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 3 to this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

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

1.6 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at DoIT's address on 45 Calvert Street, Annapolis, Maryland. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement in the form of Attachment 7. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who wish to review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement in the form of Attachment 8.

1.7 LIMITATION OF LIABILITY CEILING

Pursuant to Section 28(C) of the CATS Master Contract, the limitation of liability ceiling is hereby reduced as follows: Contractor's liabilities per claim under this TORFP shall not exceed the total TO Agreement amount.

1.8 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

DoIT will be performing 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 CATS task orders (TO). This process shall typically apply to active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS TOs are subject to review.

Attachment 9 is a sample of the TO Contractor Self-Reporting Checklist template. DoIT will send checklists out to applicable TO Contractors approximately three months after the Notice To Proceed date for a TO Agreement, and approximately every six months thereafter. The TO Contractor awarded the TO Agreement shall complete and return the TO Contractor Self-Reporting Checklist within two weeks of receipt as instructed on the checklist.

SECTION 2 – SCOPE OF WORK

2.1 PURPOSE, AGENCY INFORMATION, AND BACKGROUND

2.1.1 PURPOSE

DoIT, on behalf of DHMH, is issuing this CATS TORFP to retain one certified, highly qualified Project Manager (PM) to efficiently manage DHMH's Electronic Vital Records System (EVRS) project from current SDLC phase to completion of the birth module and optional death module. The PM, in addition to other duties as described herein, will have considerable involvement with the EVRS and/or peripheral system(s), initially to review current EVRS project status and progress under the current solicitation with COTS Contractor, NetSmart.

Given the sensitivity of data associated with this project, the selected PM must comply with the requirements of CATS RFP Section 2.5.3.2(A) through (D) and sign a non-disclosure affidavit as provided as Attachment 7 and Attachment 8.

2.1.2 SOW Role Definitions

The purpose of this section is to distinguish between Contract PM and Project Management Support roles.

- A) TO Procurement Officer - DoIT staff person responsible for managing the procurement process resulting in a TO Agreement for Project Management Services for EVRS;
- B) TO Manager – The TO Manager for this procurement will be the DHMH PMO Director. DHMH provides all project management services for DHMH IT projects. The DHMH PMO Director is responsible for overseeing the work required under the TO Agreement for Project Management Services for EVRS and approval of deliverables;
- C) TO Contractor– The CATS Master Contractor awarded the TO Agreement for Project Management Services for EVRS. The TO Contractor shall provide a person to serve as the EVRS Project Manager and shall report to the TO Manager.
- D) Project Manager (or EVRS PM) – The personnel assigned by the CATS Master Contractor awarded the TO Agreement for Project Management Services for EVRS. The personnel shall serve as the EVRS PM and shall report to the TO Manager.
- D) COTS Contractor – The COTS Contractor for the EVRS project is NetSmart and includes their PM and personnel assigned to the project.

2.2 REQUESTING AGENCY INFORMATION

The DHMH EVRS project is in need of a highly qualified certified Project Management Professional (PMP) to assume project management activities on the project, principally to assist the agency with final implementation and user acceptance tasks of the birth module and to provide project management services for the second phase implementation of the death module, all in accordance with the Project Management Institute® Project Management Body of Knowledge (PMBOK) and State SDLC standards.

2.3 PROJECT BACKGROUND

The DHMH EVRS project is a multiple year project to implement a new Vital Records COTS application for the State of Maryland and in compliance with the National Center for Health Statistics (NCHS) and National Association for Public Health Statistics and Information Systems (NAPHSIS) standards. The project team, comprised of DHMH personnel and COTS Contractor NetSmart, is in the process of implementing the birth module, the first of five functional area releases. The birth module is currently in the implementation and testing phases. The implementation phase is experiencing scheduling delays with meeting deployment of the birth module. The death module is expected to begin once the birth module is implemented and stabilized.

2.4 PROFESSIONAL DEVELOPMENT

The TO Contractor must ensure continuing education opportunities for the personnel provided. This education would be associated with the technologies currently utilized by DHMH or anticipated to be implemented by DHMH in the near future. With DHMH’s prior approval, the time allocated to these continuing education activities for staff deployed to DHMH on a full-time basis may be charged to this task order. Actual course costs are the responsibility of the TO Contractor.

2.5 PROJECT MANAGER PERSONNEL DUTIES AND RESPONSIBILITIES

The TO Contractor awarded a TO Agreement as a result of this TORFP shall provide one qualified and certified PMP to serve as the Project Manager responsible for project management and coordination of the EVRS project. The Project Manager shall report to the TO Manager and perform the tasks described in the table below for the initial implementation of the birth module and optional death module for the EVRS project. The Project Manager shall be capable of performing all assigned tasks with self-sufficiency and minimal guidance from the TO Manager. The Project Manager’s performance shall be rated each month based on the quality of deliverables for this TORFP (See Section 2.8) and quality of project management services provided in the performance of the duties and responsibilities described below (See Attachment 6 Deliverable Product Acceptance Form (DPAF) for Project Management Performance Rating Disposition). An asterisk (*) by the section number and ***bold italics*** identifies a written deliverable associated with that duty / responsibility. Refer to Section 2.8 for a full description of all required deliverables and time of performance for this TORFP. Some activities may not apply to the birth module release as it is in progress. For project deliverable(s), the PM is expected to create the deliverables if it does not exist for the project, or update the existing project artifact to ensure compliance with PMBOK and Maryland SDLC (See items 2.5.1.3, 2.5.1.5, 2.5.1.6, 2.5.1.7, 2.5.1.8, 2.5.1.10, 2.5.1.11, 2.5.1.12, and 2.5.1.14). The activities to be performed by the Project Manager include:

2.5.1	Project Management Activities
2.5.1.1	Become thoroughly knowledgeable on all current Electronic Vital Records System activities to function as the EVRS PM, including an understanding of NCHS and NAPHSIS standards as it relates to the implementation of the birth and death module.
2.5.1.2	<p>Perform the role of the EVRS Project Manager consistent with PMI standards and in accordance with PMBOK principles of project management and the State of Maryland Software Development Life Cycle. Define PM best practices for project and perform EVRS project activities consistent with the 9 knowledge areas including:</p> <ul style="list-style-type: none"> • <i>Procurement Management</i> consisting of COTS planning, contracts planning, requesting solicitation responses, selecting contractor(s), administering contract(s), and contract(s) closing activities. • <i>Schedule Management</i> consisting of activity definition and sequencing, resource estimating, duration estimating, schedule development, and schedule control activities. • <i>Integration Management</i> consisting of project plan development, project plan execution, and integrated change control activities. • <i>Scope Management</i> consisting of project initiation, scope planning, scope definition and scope change control activities. • <i>Cost Management</i> consisting of resource planning, cost estimating, budgeting and cost control activities. • <i>Human Resources Management</i> consisting of organizational planning, project team acquisition, and staff development activities. • <i>Risk Management</i> consisting of risk management planning, risk identification, risk quantitative and qualitative analysis, response planning, monitoring, and control activities. • <i>Quality Management</i> consisting of quality planning, quality assurance, and quality control activities. • <i>Communications Management</i> consisting of communications planning, information distribution, progress and performance reporting, and stakeholder communications

	management activities.
2.5.1.3*	Create/Update and maintain an ongoing <i>EVRS Project Management Plan (PMP)</i> (Deliverable 2.8.2) which describes the PM's processes and activities for the EVRS project and how the project will be executed, monitored and controlled. The plan defines the managerial, technical, and supporting processes and activities and should address topics such as Scope Management, Schedule Management, Quality Management, Resource Management, Communications Management, Project Change Management, Risk Management, Procurement Management and others as deemed necessary to manage the EVRS project. In addition, the PMP shall define the DHMH organization and infrastructure required to successfully execute the EVRS project.
2.5.1.4	Manage all project resources and provide overall EVRS project management, which includes the oversight of the COTS Contractor and their PM. The EVRS PM will be charged with negotiation and resolution of various team conflicts in critical implementation areas, which will be specified later.
2.5.1.5*	Create/Update and maintain an ongoing <i>EVRS Integrated Master Schedule</i> (Deliverable 2.8.3) of all remaining birth module tasks for implementation and future death module implementation, suitable for tracking project activities. Plan should include all project management, agency and contractor activities. The Integrated Master Schedule shall include sufficient detail to manage the work including milestones, deliverables, period of performance, degrees of completion and resources for all EVRS activities. Prior to the Master Schedule, Project Manager will develop a high level Work Breakdown Structure (WBS) for all EVRS remaining birth module work and future death module implementation. Revise and maintain ongoing updates to the appropriate <i>EVRS Project Management Plan</i> and related project components as outlined in the State's SDLC methodology.
2.5.1.6*	Work with COTS Contractor (NetSmart) to integrate their plan and methodology into the <i>EVRS Integrated Master Schedule</i> (Deliverable 2.8.3) to track all project progress. Revise and maintain ongoing updates to the appropriate <i>EVRS Project Management Plan</i> and related project components as outlined in the State's SDLC methodology.
2.5.1.7*	Create/Update and maintain an ongoing <i>EVRS Communications Plan</i> (Deliverable 2.8.4) for all project stakeholders including stakeholder contact list, distribution structure, description of information to be disseminated, schedule listing when information will be produced and method for updating the communications plan. Ensure all appropriate stakeholders have been identified and their requirements and expectations have been documented and managed within the scope of the project.
2.5.1.8*	Create/Update and maintain on an ongoing <i>EVRS Risk Management Plan (RMP)</i> and <i>Risk Registry</i> (Deliverable 2.8.5). The <i>EVRS Master RMP</i> shall identify and prioritize potential risks to successful completion of the EVRS solicitation(s) and SDLC Phases. The <i>EVRS Master RMP</i> shall incorporate pertinent risk information found in the <i>EVRS Master Project Status Report</i> deliverable (See Deliverable 2.8.5). The <i>EVRS Master RMP</i> will keep a <i>Risk Registry</i> of all EVRS project risks and the <i>Risk Registry</i> will be updated throughout the project.
2.5.1.9	Develop, document and implement issues escalation and resolution processes for the EVRS project and communicate the processes with all EVRS stakeholders.
2.5.1.10*	Create/Update an <i>EVRS Deliverable Comments Matrix (DCM) Template</i> (Deliverable 2.8.6) for use in documenting comments and recommended changes to all deliverables from COTS Contractor and EVRS SDLC artifacts prior to acceptance. The Project Manager will coordinate

	DCM review and submit completed deliverable comment matrices to COTS Contractor. PM will review subsequent versions of EVRS deliverables to ensure all comments and/or changes have been addressed adequately. Additionally, review contract deliverables for completeness, adherence to standards and contract requirements.
2.5.1.11*	<p>Create/Update a <i>EVRS Change Management Plan</i> (Deliverable 2.8.7) that describes the processes for assuring that the project has adequate control over changes to all items (scope, requirements, and cost) necessary for creating or supporting the project deliverables. At a minimum, the plan should address the change management procedure, approvals process, and tools used (i.e. change request form, change order). The Change Management Plan should include:</p> <ol style="list-style-type: none"> 1. Coordination with TO Manager for process to review and approval of proposed changes to the project; 2. Coordination with COTS Contractor for process to review and agree on proposed changes to COTS activities and deliverables; and 3. For approved changes, perform project integration management consistent with the Project Management Body of Knowledge (PMBOK). <p>Additionally, The EVRS PM shall review the existing change management logs and determine which items will be taken forward for further analysis.</p>
2.5.1.12*	<p>Create/Update an <i>EVRS Quality Assurance Plan</i> (Deliverable 2.8.8) that captures the plan to ensure that all steps of the project from procurement through the State of Maryland SDLC phases are monitored with proper user acceptance criteria (UAC) defined for each stage of the SDLC. The plan should also define signoff procedures for various milestones and deliverables. Additionally, the PM will provide EVRS deliverable Quality Assurance (QA) by evaluating and providing critical comments on all EVRS deliverables. QA shall be based on comparing deliverables to the detailed requirements of the EVRS solicitation(s) and Project Manager's industry expertise. Comments shall describe changes required for deliverable acceptance. Comments shall be documented in the <i>EVRS Deliverable Comments Matrix</i> (See Deliverable 2.8.6).</p> <p>The quality assurance plan will include development of a detailed requirements traceability matrix of the original EVRS RFP requirements and any change orders that have been proposed and approved by the project team. The QA plan should include the testing plan and strategy for both technical and user functionality as required.</p> <p>The Project Manager will conduct a detailed requirements traceability review and report back to the management team about the current state of systems completeness and the amended plans for clearing up UA disagreements.</p> <p>The Project Manager shall work with the DHMH to develop specific and measurable user acceptance criteria for system acceptance.</p>
2.5.1.13	Obtain comments on all EVRS project deliverables from DHMH staff as identified by the TO Manager. Also obtain comments from key stakeholders on all SDLC deliverables and COTS Contractor deliverables submitted. Compile comments in the <i>EVRS Deliverable Comments Matrix</i> (See 2.8.6).
2.5.1.14*	Schedule and facilitate regular weekly EVRS status, risk and issue discussions with the TO Manager covering all pending and current EVRS activities. EVRS' status, hours worked, project financials, risk and issue dispositions for the past week, and action items for week pending, shall be captured and tracked in table format in an <i>EVRS Master Status Report</i> (Deliverable 2.8.9). The <i>EVRS Master Status Report</i> also shall have sections describing Project Management activities, updates to the <i>EVRS Integrated Master Schedule</i> (See 2.5.1.4) and <i>EVRS Master RMP</i>

	(See 2.5.1.7). The <i>EVRS Master Status Report</i> shall contain a section on lessons learned from EVRS project and any other pertinent EVRS status information.
2.5.1.15	Coordinate with EVRS COTS Contractor to control EVRS project to an agreed upon <i>EVRS Project Management Plans</i> . Work with EVRS COTS Contractor to address schedule variances. Document schedule variances in the <i>EVRS Integrated Master Schedule</i> (See 2.5.1.4) and <i>EVRS Master Status Report</i> (See 2.5.1.13).
2.5.1.16	Collect, organize, store, and manage EVRS project artifacts and information in a central repository. This includes maintaining current and archival EVRS files (electronic and paper), collecting and distributing EVRS information to and from EVRS project stakeholders, entering EVRS updates into DHMH internal weekly status reports, and project tracking systems, and recommending ways to optimize DHMH's project management office for the EVRS project.
2.5.1.17	Function as a liaison between DHMH personnel, EVRS Stakeholders and the COTS Contractor.
2.5.1.18	Perform other minor duties related to EVRS project management support as assigned by the TO Manager. Minor duties may include responding to EVRS related phone calls and email, making photo copies, scheduling and attending ad hoc EVRS related meetings, engaging in TO performance discussions, coordinating EVRS COTS Contractor invoice receipt and approval, and participating in IV&V assessments.
2.5.1.19*	Create/Update and maintain other Project Management documents such as <i>EVRS Human Resource Management, EVRS Cost Management, and EVRS Procurement Management</i> , as deemed necessary, to properly manage and control project in line with PMBOK principles.
2.5.2	Procurement Activities
2.5.2.1	Manage change orders in accordance with the <i>EVRS Change Management Plan</i> (Deliverable 2.8.7). Work with the TO Procurement Officer to define change order scope and cost, and impact on EVRS project. Perform cost / benefit analyses, and provide valid justifications for change orders. Document changes orders in a <i>Change Order Information Sheet</i> to be provided by the TO Manager. Coordinate the implementation of change orders with the TO Manager and EVRS Contractor(s).
2.5.3	SDLC Duties
2.5.3.1	Schedule and facilitate weekly EVRS status and issue discussions with COTS Contractor based on project status report deliverables submitted by COTS Contractor. Transfer pertinent COTS Contractor status and issue dispositions to the <i>EVRS Master Status Report</i> (See 2.5.1.13).
2.5.3.2	Prepare and submit to DHMH quarterly EVRS project financial and status reports.
2.5.3.3	Make available through project team meetings required SDLC and reporting documentation and prepare summary minutes for all meetings.
2.5.3.4	Ensure project governance processes are documented and practiced.
2.5.3.5	Review and as necessary develop a written procedure for configuration control for application code promotion.
2.5.3.6	Perform QA oversight throughout the duration of the project to ensure the State receives a thorough tested and integrated COTS working system. Assist the project team to develop supplemental test cases for technical and functional requirements, and ensure traceability of test cases to requirements, signoff and acceptance criteria.

2.5.3.7	Coordinate and manage appropriate COTS product-related training for end users.
2.5.3.8	Identify project tasks and assignments and work with agency and COTS Contractor to resolve workload conflicts.
2.5.3.9	Participate and provide Independent Verification and Validation Contractor with all EVRS' project artifacts to accurately assess project health as required.
2.5.3.10	Other duties as assigned by TO Manager for the successful implementation of the EVRS project.
2.5.4	SDLC Artifacts
2.5.4.1	Work closely with DHMH and COTS Contractor to facilitate the development of detailed requirements including participation in requirements sessions, GAP discussions, Requirements Walkthrough, and review of related requirements artifacts.
2.5.4.2	Manage the requirements of EVRS project throughout project leveraging tools such as Requirements Traceability Matrix (RTM), Quality Assurance Plan, Scope/Change Management Plan, and other proposed tools from PM processes.
2.5.4.3	Ensure quality of requirements for EVRS project through the management of requirements including maintenance of a detailed RTM and clear User Acceptance Criteria (UAC) for each SDLC phase.
2.5.5	Technical Requirements
2.5.5.1	Project Manager shall possess knowledge and understanding of COTS implementation process.
2.5.5.2	Project Manager shall evaluate and schedule for Implementation of each module and schedule a Certification and Accreditation review, based on statewide standards and conducted by an independent third party.
2.5.6	Other Requirements
2.5.6.1*	Project Manager shall take the lead in reviewing agency technical readiness to take EVRS system live and operate in a responsible manner and will produce a written report of findings and recommendations.
2.5.6.2	Project Manager shall have proven experience with user testing, test case development, conflict resolution and facilitation skills and at least three years experience managing complex IT projects similar in size to EVRS, preferably in the government sector.
2.5.6.3*	Project Manager shall assess the current performance gap analysis of the birth module and present a <i>Gap Findings Report</i> to executive management. Additionally, a thorough gap analysis will also be performed for the death module.
2.5.6.4*	Project Manager shall evaluate the current birth module implementation schedule, conduct a detailed re-planning effort and execute the revised implementation plan. The revised implementation plan will be incorporated into the <i>EVRS Integrated Master Schedule</i> .

2.6 PERFORMANCE EVALUATION AND STANDARDS

2.6.1 Monthly Performance Ratings for Deliverables / Project Manager

Each month the TO Manager shall issue a corresponding Deliverable Project Acceptance Form (DPAF) for the Deliverables and Project Management Performance Rating (Attachment 6) based on the quality of the deliverables required and the PM's Project Management Performance Rating for the work required in Section 2.5. This performance rating shall appear on the monthly Deliverable Product Acceptance Form provided as Attachment 6. In the event of poor quality deliverables or poor or non-performance by the Project Manager resulting in a rating of "unacceptable," payment shall be withheld pending the outcome of the procedures described in Section 2.6.2.

2.6.2 Mitigation Procedures for Poor or Non-Performance

At any time during the time of performance described for deliverables in Section 2.5, should the PM exhibit poor deliverable quality, or should the Project Manager exhibit poor or non-performance as per Project Management

Performance Rating (deemed a score lower than a 3 for any of the 9 applicable knowledge areas or average score lower than 3), as determined by the DHMH TO Manager, DHMH shall pursue the following mitigation procedures prior to requesting a replacement employee:

- A) The DHMH 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 plan immediately upon written acceptance by the DHMH TO Manager.
- C) Should performance issues persist, the DHMH TO Manager may give written notice or request the immediate removal of person(s) whose performance is at issue, and determine whether a substitution is required.

2.7 WORK HOURS

- A) The TO Contractor’s assigned personnel will work an eight-hour day between the hours of 7:00 AM and 6:00 PM, Monday through Friday except for State holidays.
- B) Services may also involve some evening and/or weekend hours performing planned system upgrades in addition to core business-day hours. Hours performing system upgrades would be billed on actual time worked at the rates proposed.

2.8 DELIVERABLES AND TIME OF PERFORMANCE

The table below describes the Section # references for appropriate duties and responsibilities of Section 2.5 of the TORFP, the Deliverables ID for invoicing, the description of the deliverable, and the Expected Completion Dates by identifying the number of calendars days estimated for the Project Manager to complete the deliverable after receiving the NTP.

Section #	Deliverables ID	Deliverable Description	Time of Performance
All of 2.5	2.8.1	Project Management Support – Encompasses the duties and responsibilities in Section 2.5 and culminates in the overall effective execution and control of assigned EVRS project as determined by the TO Manager. This is a single continuous deliverable encompassing multiple EVRS deliverables and activities. Note - The ongoing quality of this deliverable is based on the quality of all other deliverables (Deliverables 2.8.2 – 2.8.13) for this TORFP, and the quality assurance of all EVRS deliverables. The quality of this deliverable shall be assessed via the Monthly Performance Ratings for Deliverables / Project Manager by the TO Manager (See Section 2.6.1).	NTP + 12 months, plus a one 12 month option
2.5.1.3	2.8.2	EVRS Project Management Plan – An MS Word document that defines how the project will be executed, monitored and controlled. The document will be developed with input from the project team and key stakeholders. The plan should address topics such as Scope Management, Schedule Management, Financial Management, Quality Management, Resource Management, Communications Management, Project Change Management, Risk Management, Procurement Management and others deemed necessary to manage the implementation of EVRS. In addition, the PMP defines the organization and infrastructure required to execute the EVRS modernization project. The ongoing quality of this deliverable is a factor in the Monthly Performance Ratings for Deliverables / Project Manager by the TO Manager (See Section 2.6.1).	NTP + 15 working days, Updates Quarterly and as needed
2.5.1.5	2.8.3	EVRS Integrated Master Schedule – An MS Project document	NTP + 15

& 2.5.1.6		suitable for tracking all current and pending EVRS activities. At a minimum, the master schedule shall show milestones, deliverables, times of performance, degrees of completion and resources for all EVRS activities starting with NTP and ending with final EVRS deliverables. This is a single, periodically updated deliverable encompassing all EVRS activities. The ongoing quality of this deliverable is a factor in the Monthly Performance Ratings for Deliverables / Project Manager by the TO Manager (See Section 2.6.1).	working days, Updates as needed.
2.5.1.7	2.8.4	<i>EVRS Communications Plan</i> – An MS Word document that captures contact information for all project stakeholders including stakeholder contact list, distribution structure, description of information to be disseminated, schedule listing when information will be produced and method for updating the communications plan. This is a single deliverable maintained throughout the life of project. The ongoing quality of this deliverable is a factor in the Monthly Performance Ratings for Deliverables / Project Manager by the TO Manager (See Section 2.6.1).	NTP + 20 working days , Updates as needed
2.5.1.8	2.8.5	<i>EVRS Master Risk Management Plan and Risk Registry</i> – An MS Word document that contains the risk management process for the project and an initial table that identifies and prioritizes potential risks to the EVRS project. The <i>EVRS Master RMP</i> shall identify potential risk impacts and recommended risk responses. The <i>EVRS Master RMP</i> shall incorporate pertinent risk information found in any EVRS Project Status Report deliverables provided by COTS Contractor. This is a single, periodically updated deliverable encompassing all EVRS project risk including COTS Contractor. A <i>Risk Registry</i> will be created for logging all project risk using MS Excel. The ongoing quality of these two deliverables are factors in the Monthly Performance Ratings for Deliverables / Project Manager by the TO Manager (See Section 2.6.1).	NTP + 20 working days, Updates as needed.
2.5.1.10	2.8.6	<i>EVRS Deliverable Comments Matrix (DCM)Template</i> – An MS Word document will be used to capture all comments and recommended changes to all deliverables from COTS Contractor and EVRS SDLC phases prior to acceptance. This deliverable shall reflect one aspect of the QA duties of the Project Manager (EVRS PM Manager) described in Section 2.5.1.12. There is a single template deliverable, with a DCM created anew for each EVRS deliverable. The ongoing quality of this deliverable is a factor in the Monthly Performance Ratings for Deliverables / Project Manager by the TO Manager (See Section 2.6.1).	EVRS Project deliverable due date + 5 working days
2.5.1.11	2.8.7	<i>EVRS Change Management Plan</i> – An MS Word document that describes the processes for assuring that the project has adequate control over changes to all items (scope, requirements, and cost) necessary for creating or supporting the project deliverables. At a minimum, the plan should address the change management procedure, approvals process, and tools used (i.e. change request form, change order). The ongoing quality of this deliverable is a factor in the Monthly Performance Ratings for Deliverables / Project Manager by the TO Manager (See Section 2.6.1).	NTP + 30 working days , Updates as needed

2.5.1.12	2.8.8	<i>EVRS Quality Assurance Plan</i> – An MS Word document that captures the plan to ensure that all steps of the project from procurement through the State of Maryland SDLC phases are monitored with proper acceptance criteria defined for each stage of the SDLC. The plan should also define signoff procedures for various milestones and deliverables. The ongoing quality of this deliverable is a factor in the Monthly Performance Ratings for Deliverables / Project Manager by the TO Manager (See Section 2.6.1).	NTP + 30 working days , Updates as needed
2.5.1.14	2.8.9	<i>EVRS Master Status Report</i> – An MS Word document that captures and tracks EVRS statuses and issue dispositions from the past week, planned action items for the week pending, completed activities and deliverables, and Project Management hours for week, in a table format. The <i>EVRS Master Status Report</i> has sections describing updates to the <i>EVRS Integrated Master Schedule</i> (See 2.5.1.5) and <i>EVRS Master RMP</i> (See 2.5.1.8). The weekly report documents lessons learned from EVRS projects and any other pertinent EVRS status information. Note – The ongoing quality of this deliverable is a factor in the Monthly Performance Ratings for Deliverables / Project Manager by the TO Manager (See Section 2.6.1).	NTP + 7 working days and weekly thereafter for 12 months including additional 12 month option
2.5.1.19	2.8.10	Other Project Management documents, such as <i>EVRS Human Resource Management</i> , <i>EVRS Cost Management</i> , and <i>EVRS Procurement Management</i> or as proposed by PM Contractor, – An MS Office artifact, as needed, to properly manage and control project and in line with PMBOK principles. Please list additional deliverables proposed by TO Contractor.	NTP + *
2.5.6.1	2.8.11	Technical Readiness Report – An MS Word document that describes findings and recommendations on Agency technical readiness to take EVRS system live and operate in a responsible manner. The report will address at a minimum resources, skills and knowledge, and maturity of organization to support the system once it has gone live.	NTP + 60
2.5.6.3	2.8.12	<i>Gap Findings Report</i> – An MS Excel document that describes the Gap between the NetSmart COTS application and DHMH’s requirements including gaps resolutions between Agency and COTS Contractor for the birth module. For subsequent death module, a report is also expected to be created.	NTP + 45 working days
2.5.1.5 & 2.5.6.4	2.8.13	Birth Module Implementation Gantt Schedule – An updated MS Project document for the <i>EVRS Integrated Master Schedule</i> for tracking all current and pending EVRS birth module activities. At a minimum, the updated implementation schedule shall show milestones, deliverables, times of performance, degrees of completion and resources for all EVRS activities starting with current activities and ending with final EVRS birth module implementation. The <i>EVRS Integrated Master Schedule</i> is also expected to be updated for the death module phase.	NTP + 60 working days

Note: The asterisk (*) denotes the date will be determined after 60 working days from start of Project Management services and are dependent upon the State’s declaration of a NTP.

For each written deliverable, draft and final, the Project Manager shall submit to the TO Manager one hard copy and one electronic copy compatible with Microsoft Office 2003, Microsoft Project 2000 and/or Visio 2000. Drafts of all final deliverables are required at least one week in advance of when all final deliverables are due. Written deliverables defined as draft documents must demonstrate due

diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but must:

- Be presented in a format appropriate for the subject matter and depth of discussion.
- Be organized in a manner that presents a logical flow of the deliverable's content.
- Represent factual information reasonably expected to have been known at the time of submittal.
- Present information that is relevant to the Section of the deliverable being discussed.
- Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final and baseline the document to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in a Deliverable Product Acceptance Form (Attachment 6).

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an email and provide on a monthly basis acknowledgement on Deliverable Product Acceptance Form (Attachment 6) of the deliverables for that month. In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Invoicing of services may be delayed for poor deliverables quality or poor performance.

2.9 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. The following policies, guidelines and methodologies can be found at www.doit.maryland.gov. Select "Contractor" and "IT Policies, Standards and Guidelines". These may include, but are not limited to:

- A) The nine project management knowledge areas in the PMI's PMBOK. The TO Contractor shall follow the project management methodologies that are consistent with the most recent edition of the PMBOK Guide. TO Contractor's staff and sub Contractors are to follow a consistent methodology for all TO activities
- B) The State's SDLC methodology at: www.DoIT.maryland.gov - keyword: SDLC.
- C) The State's IT Security Policy and Standards at: www.DoIT.maryland.gov - keyword: Security Policy.
- D) The State's IT Project Oversight at: www.DoIT.maryland.gov - keyword: IT Project Oversight.
- E) The State's of Maryland Enterprise Architecture at www.DoIT.maryland.gov - keyword: MTAF (Maryland Technical Architecture Framework).

2.10 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS

A PMI certified PMP shall be designated and assigned by the TO Contractor to serve as the EVRS Project Manager. This individual assigned to lead the EVRS project shall have three years of experience performing COTS implementation or equivalent integration work on IT development projects comparable in scope to the applicable project information described in Sections 2.1 – 2.3.

2.11 TO CONTRACTOR EXPERTISE REQUIRED

The selected TO Contractor shall furnish Project Management Support Services sufficient to complete all duties

and responsibilities described in Section 2.5 and produce high quality deliverables as described in Section 2.8 and performance standards as defined by the Project Management Performance Rating. The PMP provided by the TO Contractor shall have a thorough knowledge of the PMBOK and State of Maryland System Development Life Cycle (SDLC) standards and methodologies as necessary to manage multiple contractors and tasks for the EVRS project.

2.12 SUBSTITUTION OF PERSONNEL

The Master Contractor shall only propose staff available at the time of the TO Proposal and that satisfy the personnel qualifications specified in the Master Contract. In addition, the TO Contractor shall abide by the substitution of personnel requirements in the Master Contract, Section 2.11.8.

2.13 NON-PERFORMANCE OF PERSONNEL

In the event that DHMH is dissatisfied with the TO Contractor's personnel for not performing to the specified standards specified in Section 2.5, the TO Contractor personnel may be removed at the TO Manager's discretion. Replacement personnel must have qualifications equal to or greater than that of the non-performing person initially proposed and evaluated and accepted in the TO Agreement. The TO Manager will determine the amount of time the TO Contractor has to provide a replacement.

2.14 INVOICING

The TO Contractor shall submit a DPAF, provided as Attachment 6, for "Deliverable 2.8.1 – EVRS Project Management Services" at regular monthly intervals subject to monthly deliverable / Project Manager Project Management Performance Rating and mitigation procedures described in Section 2.6. DPAFs shall be submitted as MS Word documents by email. Following the return of the executed DPAF indicating "Acceptable" and signed by the TO Manager, the TO Contractor shall submit an invoice for the deliverable in accordance with the procedures in Section 2.14.1. The invoice must be accompanied by a copy of the executed DPAF or payment shall be withheld.

Payments to the TO Contractor also shall be governed by the terms and conditions defined in the CATS Master Contract. TO Contractor shall invoice and receive payment for actual hours worked only.

Invoices shall be submitted monthly. Invoices will reflect costs for hours worked indicated in the accompanying EVRS Master Status Report. Upon verification and acceptance of the invoices by the TO Manager, payment will be made to the TO Contractor.

2.14.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the DHMH Project Management Office as the TO Requesting Agency and indicate "Deliverable 2.8.1 – EVRS Project Management Services," the associated TO Agreement number, date of invoice, period of performance covered by the invoice, daily labor hours for the Project Manager with supporting documentation, the invoice dollar amount consistent with the Price Proposal Form (Attachment 1), the TO Contractor's Federal Employer Identification Number, and a point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice along with a copy of the executed DPAF for each deliverable being invoiced. Invoices for payment shall be sent electronically as .PDF files by email to the Director, DoIT Fiscal Services (or designee) with a copy to the DoIT TO Manager.
- C) The last invoice submitted under the TO Agreement 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.

2.15 CHANGE ORDERS

If the TO Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, a TO Change Order will be initiated. 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 modifications shall be performed until a change order is approved by DHMH and executed by the TO Procurement Officer.

SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of the following possible responses: 1) a proposal and/or 2) a completed Master Contractor Feedback form submitted electronically via the CATS web site explaining why the Master Contractor will not be submitting a proposal. The form is accessible via, your CATS Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

3.2 FORMAT

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements of this CATS TORFP and consistent with layout and instructions in Attachment 10. The TO Proposal shall provide the following:

3.2.1 TECHNICAL RESPONSE

THE TECHNICAL RESPONSE OF THE TASK ORDER PROPOSAL SHALL INCLUDE AND BE ORGANIZED AS FOLLOWS:

TECHNICAL RESPONSE CONTENT

1. General Information
 - 1.1. Executive Summary
 - 1.1.1 Background and Capabilities
 - 1.1.2 State's Purpose and Desired Approach for IT Project
 - 1.2. Requirements Understanding
 - 1.3. SDLC Understanding
 - 1.4. Proposed Project Management Methodology
 - 1.5. Assumptions
 - 1.6. Master Contractor and Proposed Personnel Experience
 - 1.6.1. Three Example Projects
 - 1.6.2. State of Maryland Experience
 - 1.7. State Assistance
 - 1.8. Confidentiality
2. Proposal Attachments
 - 2.1. Resume
 - 2.2. TORFP Attachment 5 - Labor Classification Personnel Resume Summary
 - 2.3. TORFP Attachment: PMI certificate
 - 2.4. Conflict of Interest Affidavit and Disclosure
 - 2.5. Sample Documents/Templates

Please see Attachment 10 – Technical Response Template for additional information and instructions on completing the various sections of Technical Response for the TO Proposal

3.2.2 FINANCIAL RESPONSE

THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based. (Assumptions may not constitute conditions, contingencies, or exceptions to the price proposal.); Completed Financial Proposal – Attachment 1. The Master Contractor should indicate on Attachment 1

the appropriate Labor Category being proposed, and the Fixed Hourly Labor Category Rate. Proposed rates are not to exceed the rates defined in the Master Contract, are fully loaded and include all direct and indirect costs and profit for the Master Contractor to perform under the TOA.

SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT

4.1 EVALUATION CRITERIA

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, DoIT will consider all information submitted in accordance with Section 3.

4.2 TECHNICAL CRITERIA

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

- The Master Contractor's understanding of the work to be accomplished.
- The Master Contractor's proposed project management methodology for work.
- Experience performing the duties and responsibilities required in Section 2.5, experience, certifications, and education required in Section 2.10-2.11, of the Master Contractor's proposed personnel.

4.3 SELECTION PROCEDURES

- 4.3.1 Proposed personnel will be assessed for compliance with the minimum qualifications in Section 2.10 of the TORFP. Master Contractors' proposing personnel who fail to meet the minimum qualifications will be disqualified and their proposals eliminated from further consideration.
- 4.3.2 TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- 4.3.3 The State will conduct interviews of all personnel proposed in each TO Proposal that meets minimum qualifications.
- 4.3.4 Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- 4.3.5 The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit has greater weight than price.

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, Purchase Order and by a NTP authorized by the TO Procurement Officer.

ATTACHMENT 1 - PRICE PROPOSAL

PRICE PROPOSAL FOR CATS TORFP # F _____
LABOR CATEGORIES

Labor Categories	A	B	C
	Hourly Labor Rate	Total Class Hours Annually	Total Proposed CATS TORFP Price
(Insert Proposed Labor Category for this TORFP Year One)			
	\$	2080	\$
(Insert Proposed Labor Category for this TORFP (Option)Year Two)			
	\$	2080	\$
Total Evaluated Price			\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate shall be fully loaded and cannot exceed the Master Contract Rate, but may be lower and include all direct and indirect costs and profit for the Master Contractor to perform under the TOA..

SUBMIT WITH THE FINANCIAL RESPONSE

ATTACHMENT 2 - TASK ORDER AGREEMENT

CATS TORFP # F _____ OF MASTER CONTRACT # 050R5800338

This Task Order Agreement (“TO Agreement”) is made this ___ day of Month, 2009 by and between MASTER CONTRACTOR and the STATE OF MARYLAND, Department of Health and Mental Hygiene.

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 Health and Mental Hygiene, as identified in the CATS TORFP #
 - b. “CATS TORFP” means the Task Order Request for Proposals #M00P9213466, dated April 29, 2009, including any addenda.
 - c. “Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and MASTER CONTRACTOR dated December 19, 2005.
 - d. “TO Procurement Officer” means Susan S. Howells. 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 the Department of Health and Mental Hygiene and MASTER CONTRACTOR.
 - f. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is _____ and whose principal office in Maryland 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 Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated date of TO Proposal – Technical.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated date of TO Proposal - FINANCIAL.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
 - 2.1. This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.
 - 2.2. The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS 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 Proposal-Technical

d. Exhibit C – TO Proposal-Financial

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

3. Time for Performance.

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of one year, 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 \$total amount of task order. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.

4.2 Payments to the TO Contractor shall be made as outlined in 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 Federal ID number. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.

4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

TO CONTRACTOR NAME

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, Health and Mental Hygiene

By: Susan S. Howells, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 3 - 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)

SUBMIT AS A .PDF FILE WITH TECHNICAL RESPONSE

ATTACHMENT 4 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.
2. Only labor categories proposed in the Master Contractors Technical proposal may be proposed under the CATS TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. The summary is required at the time of the interview.

For example: If you propose John Smith who is your subcontractor and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as 3 months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement.

4. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
5. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.
6. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

ATTACHMENT 4
LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY
 (CONTINUED)

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)	
Education: (Insert the education description from the CATS RFP from section 2.12 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS RFP from section 2.12 for the applicable labor category.)	
Duties: (Insert the duties description from the CATS RFP from section 2.12 for the applicable labor category.)	

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

Contractor's Contract Administrator:

Signature

Date

Proposed Individual:

Signature

Date

SUBMIT WITH TO RESPONSE
 SIGNATURE REQUIRED AT THE TIME OF THE INTERVIEW

ATTACHMENT 5 - DIRECTIONS TO THE PRE-PROPOSAL CONFERENCE

From Baltimore Area:

- Take I-97 off the Baltimore Beltway heading south to Annapolis.
- I-97 will end and turn into Route 50 East.
- Take Rowe Blvd. exit toward downtown Annapolis.

From the Eastern Shore or Route 2:

- Cross the Severn River Bridge and exit on Rowe Blvd.

From Either Direction:

- Follow Rowe Blvd. to the third traffic light.
- Stay to the right when the road splits before the Treasury Building.
- Turn right onto Calvert St.
- 45 Calvert Street is the first building immediately on the right.
- Room 164 is on the first floor.
- Stop and register with the Security Guard; you will be directed to Room 164.

Parking:

- The closest garage is next to 45 Calvert St. but must be entered from Clay St. This is the second right turn after turning onto Calvert St. Turn right onto Clay St. immediately after passing 45 Calvert St.
- Another garage is available about a half of a block down from 45 Calvert St. on the left, called Gotts' Garage.
- There is also limited metered parking available on Calvert and surrounding streets.

ATTACHMENT 6- DELIVERABLE PRODUCT ACCEPTANCE FORM (DPAF)
(Submit one DPAF monthly)

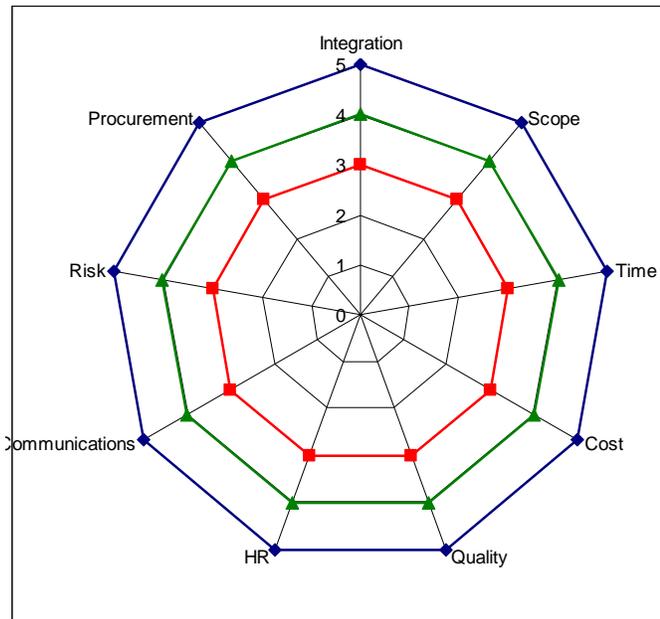
TO Requesting Agency: [AGENCY:FULL NAME]
TO Agreement Name:
TO Agreement #: F _____
DOIT Contact: Director, Project Management Office
TO Contractor:
TO Contractor Contact:

The TO Contractor has submitted the following deliverable(s) described below for the above referenced TO Agreement.

Deliverable ID#	Deliverable Title	Hours	Monthly Price
Example: 2.8.1	EVRS Project Management Services		

The Information Below Shall Be Filled-In by [AGENCY]

DELIVERABLES AND PROJECT MANAGEMENT PERFORMANCE RATING DISPOSITION:



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

**Rating is based on *Monthly Project Management Process Evaluation Rating Criteria Sheet*. Project Manager should maintain score of 3 or higher for each process area and/or average score of 3. Scores below 3 are deemed poor or non-performance and Project Manager should take Mitigation Procedures for Poor Or Non-Performance as defined in Section 2.6.2 of TORFP.

- Deliverables and Project Management Processes are accepted. Deliverables and Project Management Processes are rejected (for reasons indicated below).

REASON(S) FOR UNACCEPTABLE DELIVERABLE / PROJECT MANAGEMENT PERFORMANCE RATING: (List Deliverables or PM Process Areas)

OTHER COMMENTS:

 TO Manager Signature

 Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.8 DELIVERABLES AND TIME OF PERFORMANCE

Monthly Project Management Process Evaluation Rating Criteria

CUBS Project Management Process Rating

For each of the 9 Knowledge Areas below, TO Manager will evaluate and rate Project Manager's performance on a monthly basis. Processes should be at score of 3 or higher for applicable processes.

Rating

Project Integration Management		
0	Not applicable for project.	Indicators of Process
1	Project Manager has not established practices, standards, or processes for project. Work performed in ad hoc fashion and does not include integration management.	1. Project Charter
2	Project Manager has established basic, documented processes for project planning and reporting exist. Management only involved on high-visibility projects.	2. Project Management Plan
3	Project Manager has institutionalized the Project integration efforts with documented procedures and standards. TO PM is beginning to integrate all project data.	3. Integrated Project Plan
4	Project Manager utilizes processes/standards for project on a regular basis and integrated with other processes/systems. Decisions on project based on performance metrics.	4. Updated Project Schedule
5	Project Manager has established best practices including project integration improvement procedures utilized. Lessons learned are regularly examined and used to improve documented processes.	
Project Scope Management		
0	Not applicable for project.	Indicators of Process
1	Project has general statement of business requirements. Little or no scope management or documentation for project. Management and stakeholders are aware of key milestones only.	1. Project Scope Statement
2	Project Manager has put basic scope management process in place. Scope management is meeting techniques irregularly.	2. Change Request and Approval Process
3	Project Manager has implemented full project management process documented and is actively utilizing process on regular basis. Stakeholders are engaged and actively participating in scope decisions.	3. Requirements Traceability Matrix (RTM)
4	Project Manager is utilizing full project management processes for the project. Projects managed and evaluated in light of other competing requirements.	4. Change Control Board
5	Project Manager's effectiveness and efficiency metrics drive project scope decisions by appropriate levels of management.	
Project Time/Schedule Management		
0	Not applicable for project.	Indicators of Process
1	Project Manager has not established planning or scheduling standards. Lack of documentation makes it difficult to achieve repeatable project success.	1. WBS
2	Project Manager has established basic processes, but is not performing planning and scheduling on a regular basis.	2. Detailed Project Plan
3	Project Manager has established document time management processes and utilizes on a regular basis. Project-wide integration includes project dependencies.	3. Schedule Management Plan
4	Project Manager has established good practices in time management including utilization of historical data to forecast future performance. Project management decisions based on efficiency and effectiveness metrics.	4. Activities Duration based on historic data
5	Project Manager has additionally incorporated improvement procedures utilized for time management processes. Lessons learned are examined and used to improve documented processes.	
Project Cost Management		
0	Not applicable for project.	Indicators of Process
1	Project Manager has not established practices or standards. Cost process documentation is ad hoc and individual project members follow informal practices.	1. Cost Estimates Activity
2	Project Manager has established processes exist for cost estimating, reporting, and performance measurement. Cost management processes are used for the project.	2. Project Cost Baseline
3	Project Manager has standardized cost management practices for project team. Costs are fully integrated and reflect the true cost of the project.	3. Cost Management Plan
4	Project Manager has integrated cost planning and tracking with Project Office, financial, and human resources systems. Standards tied to agency processes.	4. Cost Control
5	Project Manager leverages lessons learned to improve documented processes. Project Manager and management are actively using efficiency and effectiveness metrics for decision making.	
Project Quality Management		
0	Not applicable for project.	Indicators of Process
1	Project Manager has not established project quality practices or standards. Management is considering how they should define "quality".	1. Quality Assurance Plan
2	Project Manager has established basic organizational project quality policy has been adopted. Project Management and Team encourage quality processes and policy for project.	2. Deliverables Acceptance Criteria defined
3	Project Manager has established well documented quality management process and instituted standards for the project. Regular quality management activities are being executed including deliverables acceptance.	3. User Acceptance Criteria (UAC) per

4	Project Manager has best practices for standard quality management processes. Management is actively involved in coordinating quality standards and assurance. Some metrics are developed.	4. SDLC phases Formal Deliverable Acceptance Process
5	Project Manager has implemented guidelines for feeding improvements back into the process. Metrics are key to product quality decisions throughout SDLC.	
Project Human Resource Management		
0	Not applicable for project.	Indicators of Process
1	Project Manager has not performed planning and staffing activities for project. Project teams are ad hoc. Human resource time and cost is not measured.	1. Organization Chart 2. Roles and responsibilities matrix 3. Staffing Management Plan 4. Team Training Plan 5. Team performance assessment
2	Project Manager has put processes in place that defines how to plan and manage human resources. Resource tracking is loosely performed for project.	
3	Project Manager has established a regularly resource management process. Professional development program activities for team and organization have been established for successful implementation of project.	
4	Project Manager has implemented resource management best practices including resource forecasts used for project planning and prioritization. Project team performance measured and integrated with team development.	
5	Project Manager includes HR processes which engage teams to document project lessons learned. Improvements are incorporated into human resources management process.	
Project Communication Management		
0	Not applicable for project.	Indicators of Process
1	Project Manager performing communications management on an ad hoc basis with informal status reports to management.	1. Communication Management Plan 2. Project Performance Reports 3. Stakeholder Contact 4. Processes for communication of Risk, Issues and Decisions
2	Project Manager has established basic communications process including Communications Management Plan. Project progress reporting is occurring on a more regular basis.	
3	Project Manager has active involvement by executing a formal project communications plan. All stakeholders and project team members are aware of communications process.	
4	Project Manager has implemented best practices for communications management plan for the project.	
5	Project Manager has put additional improvement process in place to continuously improve project communications management. Lessons learned are captured and incorporated.	
Project Risk Management		
0	Not applicable for project.	Indicators of Process
1	Project Manager has not established any risk management practices or standards for project. Documentation is minimal and results are not shared. Risk response is reactive.	1. Risk Management Plan 2. Risk register 3. Process for Risk Register updates and communication of risk 4. Contingency plans for risk
2	Project Manager has established basic risk management processes and have documented for the project. Team members are involved with risks process and risks are shared for project.	
3	Project Manager has established regular risk management processes and risk activities, including identification and mitigation planning, are actively utilized for project.	
4	Project Manager has integrated risk processes with all aspect of project reporting including time, cost, and resource systems. Metrics are used to support risk decisions for the project.	
5	Project Manager has establish best practices in risk management including continuous improvement processes to ensure project is continually measured and managed against value-based performance metrics.	
Project Procurement Management		
0	Not applicable for project.	Indicators of Process
1	Project Manager has not established procurement process for project. Processes are ad hoc at best with no clear plan defined.	1. Procurement Management Plan 2. Contract Statement Of Work 3. Evaluation Criteria 4. Cost Benefit Analysis 5. Make/Buy Decisions
2	Project Manager has established basic process for procurement of goods and services for project. Procurement Management Plan has been developed to address procurement of all goods and services for project.	
3	Project Manager has established standards for procurement management on project and integrated with Agency process. Project team and Agency procurement department integrated in procurement for project.	
4	Project Manager has leverage procurement management best practices such as make/buy decisions for the agency and project. Project procurement practices are integrated with project management mechanisms.	
5	Project Manager has instituted on-going process improvements focus on procurement efficiency and effective metrics.	

ATTACHMENT 7 - NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this ___ day of _____ 2009, 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 #M00P9213486 for EVRS Project Management Support Services. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in Section 1.8 of the TORFP, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.8, 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 Susan S. Howells, Department of Information Technology on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.6 OF THE TORFP

ATTACHMENT 8 - NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made as of this ___ day of _____, 200__, by and between the State of Maryland ("the State"), acting by and through its Department of Health and Mental Hygiene (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 EVRS Project Management Support Services TORFP No. M00P213446 dated April 29, 2009, (the "TORFP" issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; and

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

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

1. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State's prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor's Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor's Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor's performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor's Personnel or the TO Contractor's former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.

7. A breach of this Agreement by the TO Contractor or by the TO Contractor's Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.
8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
 - a. This Agreement shall be governed by the laws of the State of Maryland;
 - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
 - f. The Recitals are not merely prefatory but are an integral part hereof.

TO Contractor/Contractor's Personnel:

Department of Health and Mental Hygiene:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.6 OF THE TORFP

ATTACHMENT 9 – TO CONTRACTOR SELF-REPORTING CHECKLIST

The Department of Budget and Management, Office of Information Technology is requesting that within two weeks of receipt, the TO Contractor complete and submit this checklist for the TO listed below to contractoversight@DoIT.state.md.us. All sections are to be completed. TO Contractors may attach supporting documentation as needed.

TO Number	
TO Title	
TO Requesting Agency	
TO Contractor	
TO Contractor Contact	
TO Contractor Contact Phone Number	
Section 1 – Deliverable to Invoice	
A) Does the TORFP link payments to distinct, defined deliverables with acceptance criteria? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, complete B and C below. If no, skip to Section 2.)	
B) Are the invoice amounts the same as the corresponding deliverable amounts listed in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, please explain why)	
C) Is the deliverable acceptance process defined in the TORFP followed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, please explain what process is followed)	
Section 2 – Materials and Labor Rate to Invoice	
A) Are material costs charged to the TO Requesting Agency as pass-through costs (no TO Contractor markup)? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, please explain why)	
B) Are the labor rates charged to the TO Requesting Agency the same or less than the rates proposed in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, please explain why)	
C) Are timesheets and/or associated supporting documents provided with the invoices? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, please explain why)	
Section 3 – Substitution of Personnel	
A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, complete B through D below. If no, skip to Section 4.)	
B) Was each substitution requested in writing? Yes <input type="checkbox"/> No <input type="checkbox"/>	
C) Does each of the accepted substitutes possess equivalent or better education, experience and qualifications than the personnel being replaced? Yes <input type="checkbox"/> No <input type="checkbox"/>	
D) Were each of the substitutes approved by the TO Manager in writing? Yes <input type="checkbox"/> No <input type="checkbox"/>	

Section 4 – MBE Participation

- A) What is the MBE goal that the TO Contractor agreed to meet for this TORFP? __% (If none, skip to Section 5.)
- B) Are the MBE reports (D-5 and D-6) submitted monthly? Yes No (If no, please explain why)
- C) What is the MBE participation to date (i.e., amount paid to MBE sub-contractor divided by total TO value)? \$
- D) Is the MBE participation to date consistent with the planned MBE participation at this stage of the project? Yes No (If no, please explain including any corrective action being taken.)
- E) Does the TO Contractor anticipate any difficulty in achieving the MBE goal?
Yes No (If yes, please explain including any corrective action being taken.)

Section 5 – Change Management

- A) Is there a formal Change Management Plan for this TO? Yes No (If no, skip remaining questions)
- B) Does the Change Management Plan contain the following?
 - Yes No A written change management procedure.
 - Yes No A change management procedure that includes change description, justification, and impact analysis on cost, scope, schedule, risk and quality (i.e., meeting TORFP requirements).
 - Yes No An established body (e.g., Change Control Board, steering committee, management team, etc.) charged with reviewing/approving/declining changes.
- C) Have any Change Orders been executed? Yes No (If Yes, please indicate the anticipated impact on time, cost and/or scope.)
- D) Is the change management procedure being followed? Yes No

ATTACHMENT 10 – TECHNICAL RESPONSE TEMPLATE (MASTER CONTRACTOR)



Consulting and Technical Services
Task Order Request for Proposals

TECHNICAL RESPONSE TEMPLATE

Issued By:
Department of Information Technology
Project Management Office

ISSUE DATE: December __, 2008

TECHNICAL RESPONSE FORMAT AND INSTRUCTIONS

Each Master Contractor should submit only **one technical proposal**. Each proposal should be printable on 8 ½ x 11" paper, have 1 inch margins, and be single-spaced in a font size no smaller than 10 point. Please number pages and clearly mark sections. The proposal should be organized and indexed in the format indicated below.

A. TECHNICAL RESPONSE CONTENT

1. General Information
 - 1.1. Executive Summary
 - 1.1.1 Background and Capabilities
 - 1.1.2 State's Purpose and Desired Approach for IT Project
 - 1.2. Requirements Understanding
 - 1.3. SDLC Understanding
 - 1.4. Proposed Project Management Methodology
 - 1.5. Assumptions
 - 1.6. Master Contractor and Proposed Personnel Experience
 - 1.6.1. Three Example Projects
 - 1.6.2. State of Maryland Experience
 - 1.7. State Assistance
 - 1.8. Confidentiality
2. Proposal Attachments
 - 2.1. Resume
 - 2.2. TORFP Attachment 5 - Labor Classification Personnel Resume Summary
 - 2.3. TORFP Attachment: PMI certificate
 - 2.4. Conflict of Interest Affidavit and Disclosure
 - 2.5. Sample Documents/Templates

1 GENERAL INFORMATION

General Information (The following sections of the technical response are applicable for this TORFP).

1.1. EXECUTIVE SUMMARY

A brief overview describing the Master Contractor's background and capabilities for Project Management Services (Technical Response Template - Section 1.1.1). This section also shall describe the Master Contractor's understanding of the State's purpose and desired approach for IT Project (Technical Response Template - Section 1.1.2) as noted in the TORFP Sections 2.1 – 2.4.

1.1.1. BACKGROUND AND CAPABILITIES

Please provide a brief overview describing the Master Contractor's background and capabilities for Project Management Services. Also provide a brief one page background on the proposed project management personnel.

1.1.2. STATE'S PURPOSE AND DESIRED APPROACH FOR IT PROJECT

Please describe the Master Contractor's understanding of the State's purpose and desired approach for IT Project as noted in the TORFP Sections 2.1 – 2.4.

1.2. REQUIREMENTS UNDERSTANDING

Requirements Understanding: A brief discussion demonstrating the Master Contractor's understanding of the requirements for the project management services (Refer to TORFP Section 2.5).

1.3. SDLC UNDERSTANDING

SDLC Understanding: A brief discussion demonstrating the Master Contractor's understanding of how State agencies should be applying the SDLC methodology to IT Project.

1.4. PROPOSED PROJECT MANAGEMENT METHODOLOGY

A detailed discussion of the Master Contractor's proposed Project Management methodology for the IT Project. This section shall describe the processes the proposed personnel will use to execute project management in accordance with the 9 PMBOK Knowledge Areas with relationship to State of Maryland's SDLC:

- a. Procurement Management
- b. Schedule Management
- c. Integration Management
- d. Scope Management
- e. Cost Management
- f. Human Resources Management
- g. Risk Management
- h. Quality Management
- i. Communications Management design / development

1.5. ASSUMPTIONS

A description of any general assumptions formed by the Master Contractor in developing the Technical Proposal.

1.6. MASTER CONTRACTOR AND PROPOSED PERSONNEL EXPERIENCE

1.6.1. THREE EXAMPLE PROJECTS

Provide three examples of projects the Master Contractor and/or proposed personnel have completed that were similar in scope to those defined in this TORFP. Each of the three examples must include a reference complete with the following:

- j. Name of organization for which the work was performed
- k. Name, title, and telephone number of point-of-contact for the reference
- l. Type and duration of contract(s) supporting the reference
- m. The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP
- n. Whether the proposed personnel is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization

1.6.2. STATE OF MARYLAND EXPERIENCE

If applicable, the Master Contractor shall submit a list of all contracts it currently holds, or has held within the past five years, with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:

- a. The State contracting entity
- b. A brief description of the services/goods provided
- c. The dollar value of the contract
- d. The term of the contract
- e. Whether the contract was terminated prior to the specified original contract termination date, and if yes, the reason(s) why
- f. Whether any available renewal option was not exercised
- g. The State employee contact person (name, telephone number and e-mail)

1.7. STATE ASSISTANCE

Provide an estimate of expectation concerning participation by State personnel in terms of frequency and amount of time.

1.8. 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

2 PROPOSAL ATTACHMENTS

2.1. RESUME

Attach resume of personnel proposed in Technical Response Template - Section 2 as per Resume Format (See Attachment 11).

2.2. TORFP ATTACHMENT 5 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

Attach TORFP Attachment 5 – Labor Classification Personnel Resume Summary for all resumes of personnel proposed in Section 2.

2.3. TORFP ATTACHMENT: PMI CERTIFICATE

Attach PMI Certificate for PMI Certified personnel proposed.

2.4. CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

Attach completed Conflict of Interest Affidavit and Disclosure form included as TORFP Attachment 4.

2.5. SAMPLE DOCUMENTS/TEMPLATES

Attach other documentation the Master Contractor wishes to provide to DoIT as part of their response to the TORFP.

ATTACHMENT 11 – RESUME FORMAT

RESUME

Provide the following information for the key personnel in Section 2 of Technical Response. Follow this format for each person.

NAME			
COMPANY			
EDUCATION / TRAINING <i>(Begin with baccalaureate or other initial professional education.)</i>			
INSTITUTION AND LOCATION	DEGREE <i>(if applicable)</i>	YEAR(s)	FIELD OF STUDY

A. Select PM or related Experience

[Company/Organization] [Project Name (Optional)] [Title/Role] [Period of Employment/Work] [Location (Optional)]	<i>Description of Work...</i>
[Company/Organization] [Project Name (Optional)] [Title/Role] [Period of Employment/Work] [Location (Optional)]	<i>Description of Work...</i>

B. Other Related Experience

C. Positions and Employment

EXPERIENCE: Concluding with present position, list, in chronological order, pervious employment.

Example:

01/2008 – Present Project Manager, Company ABC
01/2007 – 01/2008 Project Lead, Company ABC
01/2006 – 01/2007 Developer, Company XYZ