



January 4, 2013

**CATS II TORFP #: CSEA/PBPRI-13-001-S
Purchase Order # N00B9200645**

Program Business Process Reengineering and Performance Improvement Services

ADDENDUM NO. 2

This Addendum is being issued to clarify certain information contained in the above named TORFP. All information contained herein is binding on all Master Contractors who respond to this TORFP. This addendum provides Responses to questions received from Master Contractors and response to questions raised during the pre-proposal conference held on December 18, 2012 and provides a copy of the sign-in sheet/Attendees List for the Pre-Proposal Conference.

Please be advised that the Proposal due date has changed from January 10, 2013 to January 17, 2013 at 5:00 p.m.

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#	Question	Agency Response
1	1. In regards to the Pre-Proposal conference scheduled for December 18 th can you tell me if this is “required” and if so will there be an option to attend via teleconference?	No, the conference is not mandatory. There is no opportunity to conference in.
2	Could you provide clarification and guidance on the section 1.6 Conflict of Interest? The section states “The TO Contractor shall be precluded from information systems development, and implementation projects for DHR that result from the TO Contractor’s activities under this TORFP. The TO Contractor shall be precluded both as the prime and as a subcontractor. “ We are currently one of the MBE sub-contractors of the implementation projects for DHR. However, our team member does not work on the Child Support Enforcement System (CSES) nor assign to the CSES team. Are we precluded as a TO prime or Subcontractor from this solicitation?	No
3	Will you be publishing the minutes of the meeting, questions and answers, and a list of attendees from the Pre-proposal conference held December 18, 2012?	Yes.
4	I look forward to receiving the next addendum. Do you know when this will be sent?	See Addendum No. 2 dated:

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5	Given the 35% MBE goal, how would this desired goal work if the prime is itself an MBE?	If the Prime Contractor is an MBE, the prime must subcontract 35% of the contract to a Certified MBE i.e. the requirement does not go away.
6	Where can we find the pre-bidder's list, so we may improve our teaming opportunities?	The solicitation was sent to All Master Contractors on the CATS Master Contract qualified in Functional Area 11, That list can be obtain from DoIT (www.doIT.state.md.us) web-site, simply click on CATS II Master Contract then Functional Area 11 and the system lists the Master Contractors.
7	Page, 7 Section 6 states: "The TO Contractor shall be precluded from information systems development, and implementation projects for DHR that result from the TO Contractor's activities under this TORFP. The TO Contractor shall be precluded both as the prime and as a subcontractor." Are we correct in assuming that a Subcontractor to the TO Contractor would not be similarly precluded from information systems development, and implementation projects for DHR that result from the subcontractor's activities under this contract?	Yes

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8	<p>Page 7 Section 1.6 states: “The TO Contractor shall be precluded from information systems development, and implementation projects for DHR that result from the TO Contractor’s activities under this TORFP. The TO Contractor shall be precluded both as the prime and as a subcontractor”</p> <p>Does Maryland state law require a greater level of restriction than the federal interpretation related to preclusion, and if so please provide that citation.?</p>	See Response to Question 2.
9	<p>Page 7 Section 1.8 states:” Pursuant to Section 27 (C) of the CATS II Master Contract, the limitation of liability per claim under this TORFP shall not exceed the total TOA amount” and Section 1.83 States: “For any failure by the TO Contractor to meet a critical project Plan due date, DHR may require the TO Contractor to pay liquidated damages in the amount of \$2,500.00 per day per Plan, each and every day thereafter up to the maximum until such Plan is completed and accepted by the DHR Project Manager.”</p> <p>Is the state willing to negotiate the Liquidated Damages and Limitation on Liabilities amount as part of the TO-RFP?</p>	No
10	<p>Pages 7-9 Section 1.84 states: “In the event that the TO Contractor diverts or replaces Key Personnel without the prior written approval of DHR, the TO Contractor is subject to liquidated damages in the amount of \$2,500.00 per business day for diversion of the TO Contractor’s Project Manager and \$1,000.00 per business day for all other Key Personnel, until the Key Personnel’s replacement is approved by the DHR Project Manager and begins work.”</p> <p>Is the state willing to negotiate the Liquidated Damages and Limitation on Liabilities amount as part of the TO-RFP?</p>	No

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11	<p>Page 21, Section 2.7 requires TO Contractor to work with DHR to implement the recommended short- term business process improvements. This includes training, organizational change and monitoring.</p> <p>Is it correct to understand that Section 2.7 begins the scope and description for the Optional Tasks to be executed and for which results are documented pursuant to the deliverables identified in the Section 2.10.8-2.10.12 Deliverables/Milestone, Schedule and acceptance criteria?</p>	<p>Deliverables under section 2.7 are mandatory under Phase I. All deliverables under Section 2.10 are mandatory under phase I and are mandatory if Phase II is exercised by DHR.</p>
12	<p>Page 21, Section 2.7D states: “The TO Contractor shall develop a Training Plan and associated materials for implementation rollout and deploy onsite teams for implementation, training, rollout and monitoring of new business processes.”</p> <p>For each of the four Metro County offices, what are the numbers of staff that need to be trained, broken down by role?</p>	<p>The Contractor is expected to propose methodology for training Child Support Staff and allocation of State based on Contractor’s Expertise in training and organizing high volume Child Support Offices.</p> <p>The staff count for the metro offices are as follows; They are reported as Full Time Equivalent (FTEs). The FTE counts are as of 9/30/12. Anne Arundel County - 62 Baltimore County - 70 Montgomery County - 54 Prince Georges County - 127</p>
13	<p>Page 36, Section 3.2.1.B.1 states: “Identify and provide resumes for all proposed personnel by labor category.”</p> <p>Is our assumption that the resumes required by this section can be presented in an appendix instead of in the body of the proposal correct?</p>	<p>Yes, the Resumes can be provided as an appendix or attachment instead of in the body of the proposal.</p>

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14	<p>Page 36, Section 3.2.1.B.3, states: “Provide the names and titles of the Master Contractor’s management staff who will supervise the personnel and quality of services rendered under this TO Agreement.”</p> <p>Is our interpretation that if the Master Contractor provides a project director who provides management oversight over the contract and delivery of the project, can the project manager be a subcontractor?</p>	Yes
15	<p>Page 36, Section 3.2.1.B.4, States: “In addition to ATTACHMENT 5 – Please provide Labor Classification Personnel Resume Summary.</p> <p>a) Full name</p> <p>b) Current employer...”</p> <p>Are we correct in our assumption that we are to add the additional resume items required in Section 3.2.1.B.4 in the form required in Attachment 5, or are we required to submit a separate resume?</p>	Master Contractor may attach information to the Attachment-5 detailing the requirements in 3.2.1-4); Please include all the information listed in Section 3.2.1-4 and provide appropriate dates of training experience etc.

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16	<p>Page 36-37, Section 3.2.1.F.1 and Section 3.2.1.F.2</p> <p>States: “The Master Contractor shall supply two (2) references to support the proposal. The references shall be current and identify the name of each reference, point of contact, and telephone number. DHR will have the right to contact any reference of its choosing as part of the evaluation process, including references not provided by the contractor but otherwise known by the Department. The Master Contractor will supply at least one (1) and no more than three (3) letters of reference from current or past clients for projects with a similar scope of work.”</p> <p>Section 3.2.1.F.3</p> <p>State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland... Note - State of Maryland experience can be included as part of Section E2 above as project or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations</p> <p>Are we correct in our interpretation of these three sections that we are required to:</p> <ol style="list-style-type: none">1. List at least two references that support the proposal in the proposal,2. In an appendix or as an attachment, provide letters of reference from current or past clients for projects with a similar scope of work that can include the two references required in Section 3.2.1.F.1, and can also include any State of Maryland contracts listed in section 3.2.1.F.2; and3. Submit a list of all Maryland Contract within the past five years?	Yes, your interpretation is correct.

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17	<p>Page 37, Section 3.2.1.F.3 Note - State of Maryland experience can be included as part of Section E2 above as project or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations”</p> <p>The “Note” in this RFP section states “State of Maryland experience can be included as part of Section E2 above as a project or contract experience. Is this note actually referring to section F2?”</p>	Please respond to F2, should the Contractor have Maryland Experience , please respond to F3.
18	<p>Page 37, Section 3.2.1.F.4 Does not exist</p> <p>This section appears to be missing. The section numbering goes from 3.2.1.F3 to 3.2.1.F.5. Is this a numbering typo or is a subsection missing?</p>	Yes, this is a TYPO the last section should be 3.2.1F.4 F.5 should be listed as F.4 in the RFP, Section 3.2.1.
19	<p>Page 57, Attachment 5- LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY Education: (Insert the education description from the CATS II RFP from Section 2.10 for the applicable labor category.)</p> <p>Attachment 5 refers to section 2.10 for requirements for personnel by labor category. Section 2.10 is the deliverables and milestones section. Are we correct in our assumption that you meant to refer to Section 2.17 instead of Section 2.10?</p>	Yes, 2.17 is the correct section.
20	Will DHR consider pushing back the due date from 1/10/13 to 1/17/13 to allow for additional development time of the TORFP response?	Yes

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#	Question	Agency Response
21	<p>Section 1.6 - Conflict of Interest – it is mentioned that a TO Contractor may be precluded from future DHR projects that result from activities under this TORFP. For clarification, since this TORFP is for Business Process Reengineering and Performance Improvement Services, the TO Contractor will not be making technology recommendations or developing any technology requirements for the development or enhancement of any DHR system. Furthermore, the federal government does not require preclusion in subsequent information systems development, and implementation projects related to these services. Would DHR consider removing this language?</p>	See Response in Question 2.
22	<p>Section 1.8 Liquidated Damages – Since this is a low risk, strategy and operations (S&O) advisory project, would DHR be willing to reasonably reduce or even eliminate the LD penalty amounts listed in this section? A contractor’s failure to perform under this contract will not put DHR at risk of financial damage.</p>	No
23	<p>Can DHR please clarify what are the maximum liquidated damages Against all claims? E.g. if the total TO contract value is \$500,000, is that The maximum amount for all liquidated damages or is it 30% of the total charges invoiced in an average monthly period?</p>	See Section 1.8 Liquidated Damages
24	<p>Is there a cap (limit) on the individual liquidated damages listed in Sections 1.8.2, 1.8.3, and 1.8.4 – i.e. if the TO Contractor misses a Project Plan Schedule, there are liquidated damages of \$2500 per day – is there a cap to the total liquidated damages under one specific performance area?</p>	No

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25	Is it our understanding that a combined team (Prime, Subcontractor, and MBE) that meets the minimum requirements listed in Sections 2.15, 2.16, and 2.17 is acceptable to DHR. Please confirm.	Yes
26	<p>Page 6, Section: 1.2 TO Agreement</p> <p>A. Will the selected Master Contractor have an opportunity to negotiate the terms and conditions in the TORFP and the TO Agreement?</p> <p>B. If the State does not permit negotiations or negotiations are unsuccessful, is the selected Master Contractor free to choose not to execute the TO Agreement?</p>	<p>A: No</p> <p>B: A notice of recommended award will be sent to the Master Contractor, should the selected contractor choose not to execute the contract an award will be offered to the next ranked Master Contractor or the State can choose to re-solicit the service.</p>
27	<p>Page 7 Section: 1.7 Non-Disclosure Agreement</p> <p>This section indicates that the TO Contractor awarded the TO Agreement will be required to sign the Non-Disclosure Agreement (TO Contractor) attached as Attachment 11. There is no mention in this section of Attachment 10, Non-Disclosure Agreement (Offeror). Is Attachment 10 required to be signed and included with the proposal?</p>	No, upon selection the awarded Contractor signs the Non-Disclosure Agreement.
28	<p>Page 7, 1.7 Non-Disclosure Agreement</p> <p>This section indicates that the TO Contractor, employees and agents who review certain documentation may be required to sign the Non-Disclosure Agreement (TO Contractor) attached as Attachment 11 (NDA). Since the NDA includes an agreement that the Contractor will limit access to personnel who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information, will the State remove the requirement to also have Contractor's employees and agents execute the NDA?</p>	No, The Awarded Prime Contractor must share a copy of the Non-Disclosure Agreement with its employee and or Agents and have them sign Exhibit A "TO Contractor's Employees and Agents who will be given Access to the Confidential Information Form".

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29	<p>Page 35, 3.2.1 A. 5) Assumptions This section indicates that Master Contractors should avoid assumptions that counter or constitute exceptions to the TORFP terms and conditions. If there are terms and conditions in the TORFP that we would like to negotiate, may we include exceptions with our proposal?</p>	<p>Yes-Contractor may include exceptions, however the State may not accept.</p>
30	<p>Page 36, 3.2.1 B) Subcontractors This section requires Master Contractors to identify any proposed subcontractors and their roles in the performance of the Scope of Work. We sometimes contract with individuals or small consulting firms to provide services to us in a staff augmentation role. This non-employee, independent consultants may perform a portion of the Scope of Work. Should these individuals be separately identified as subcontractors in our proposal?</p>	<p>Yes</p>
31	<p>Page 36, 3.2.1 (B) 1-Identify and provide resumes for all proposed personnel by labor category. 3.2.1 (D) Master Contractor team organizational chart and resumes 3.2.1 (E)- Resumes for all Master Contractor staff listed in the Overall Master Contractor team organizational chart. Please Clarify – Resumes are discussed in three (3) different sections? Can resumes for “all” staff be included as an Attachment?</p>	<p>Yes</p>

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32	<p>Page 36, Company Expertise- The Offeror shall supply a minimum of three and a maximum of five project references.</p> <p>3.2.1 (F) References-The Master Contractor shall supply two (2) references to support the proposal. The references shall be current and identify the name of each reference, point of contact, and telephone number.</p> <p>Please Clarify - How many project references are actually required? Also, can the references include both current and past?</p>	<p>See Section 3.2.1 F1, F2 and F3; All three sections are required.</p> <p>Yes</p>
33	<p>Page 57, Labor Classification Personnel Resume Summary</p> <p>This form is to be submitted with the Technical Proposal but “signatures” aren’t required until the time of interview. Can you indicate what “interview” you are referring to and when it will take place? Also is there any objection to providing signatures with the submission?</p>	<p>DHR reserve the right to interview the proposed personnel of the Awarded Contractor and signature will be obtained at that time.</p>
34	<p>Page 64, Attachment 11 – Non-Disclosure Agreement, Section 2.</p> <p>This section requires the Contractor’s individual personnel to execute a copy of the Non-Disclosure Agreement (NDA). We have a policy against allowing our employees to individually sign agreements with our clients. Since the NDA includes an agreement that the Contractor will limit access to personnel who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information, will the State remove the requirement to also have them execute the NDA?</p>	<p>No (See Response to Question 28)</p>

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35	Page 64, Attachment 11 – Non-Disclosure Agreement, Section 3. This section requires the prior written consent of the State before the Contractor may disseminate Confidential Information to non-employee agents. Will the State agree that its execution of the TO Agreement constitutes its written consent for Contractor to disseminate Confidential Information to non-employee agents and subcontractors identified in the Contractor’s proposal?	No
36	Page 65, Attachment 11 – Non-Disclosure Agreement, Section 6. This section requires the Contractor to return all copies of the Confidential Information upon the request of the Department or on termination of the TO Agreement. It may not always be feasible for Contractors to return copies of Confidential Information captured in back-up and archive systems. Some Confidential Information may need to be retained to satisfy audit and records retention requirements of the Master Contract. Will the State agree to add language to the effect that if return of all copies is not feasible or a copy of Confidential Information is required for audit purposes, the Contractor may retain Confidential Information subject to the requirements of the NDA?	No
37	Page 65, Attachment 11 – Non-Disclosure Agreement, Section 9. This section requires each of Contractor’s personnel who have access to Confidential Information to execute an agreement substantially similar to the NDA. Since the NDA includes an agreement that the Contractor will limit access to personnel who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information, will the State remove this requirement to also have them execute the NDA?	(See Response to Question 28)
	Questions Asked at the December 18, 2012 Pre-Proposal	
38	Do you have a due date for questions?	Yes, cut-off date for questions is December 27, 2012.
39	Do you have a date you will answer the questions?	We will do our best to get answers the following week.
40	Are there any sub-goals for the MBE participation	No

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#	Question	Agency Response
41	Does the Health Care Reform Act have any impact on this contract?	No
42	How will contractors be notified of the cut-off date for questions?	By addendum to all Master Contractors
43	Is this under the CATS Master Contract?	Yes, for all Master Contractors in Functional Area 11
	This Solicitation is based on four metros only Baltimore county, PG, Anne Arundel and Montgomery, when assessing the four metros what about smaller counties?	There are two phases to the contract, phase I is the four metros exclusively, the option is when the reporting of the BPR will take place for the remaining counties
44	I just want to clarify what I understand and what I've read, you are looking for organization work and reporting the whole gamut?	That's correct
45	Since we have four Metros is there any reason Baltimore City is not included?	Baltimore City is currently privatized and we have other interactions with consulting that contractor that does not apply to this review.
46	Are we to assess and make recommendations that are guided on proven best practices?	That's essentially correct
47	This contract is essentially new work correct?	Yes, it is new work.

Hattie M. Crosby, Procurement Officer

End of Addendum No. 2

Date: January 4, 2013



PRE-PROPOSAL CONFERENCE
1100 Eastern Blvd
Essex, MD 21221 (Training Rooms)

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December 18, 2012

@ 10:00 A.M.

AGENDA

- I. Welcome and Introductions – Hattie M. Crosby, Procurement Officer
- II. Opening Remarks – Joseph DiPrimio, Executive Director, Child Support Enforcement Administration
- III. Review of Request for Proposal Sections
 - 1) General Information- Key Information– Hattie M. Crosby
 - 2) Section I Proposal Submission – Hattie M. Crosby
 - 3) Minority Business Enterprise Participation Goal (35%)
 - 4) Proposal Preparation Requirements (**Section 3.2.1.**)
 - 5) Financial Response (**Section 3.2.2**) - Hattie Crosby
- IV. Section II- Specifications/Scope of the Work –Joseph DiPrimio & Marc Clasen
 - 1) Background
 - 2) Scope of Work
 - 3) Questions & Responses
 - a. Electronic Submission: **Due January 10, 2013 @ 5:00 pm.**
 - b. Technical Proposal - **N00B9200645**
 - c. Financial Proposal - **N00B9200645**
- V. Section IV Evaluation Procedures – Hattie M. Crosby
 - a. Technical proposal evaluated -
 - b. Financial proposal evaluated –
- VI. Question & Responses

Court Reporters, ETCETERA, Inc. telephone number is 410-653-1115.



PRE-Proposal Conference

December 18, 2012

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Sign In Sheet

Name	Company Name	Phone Number	e-Mail Address
MICHAEL HELMS	COSTO. CO. C.S.E.	410-561-1870	MHELM@DHR.STATE.MD.US
JOSEPH D. PRIMO	C-S-E-A		JPRIMO@DHR.STATE.MD.US
J. Green	COSTA	410-707-8805	JGreen@DHR.state.md.us
Ken Hawkins	Mathtech	703-294-5825	KHawkins@Mathtechinc.com
Mark WIGGINS	Deloitte	410-507-4289	MAWiggins@deloitte.com deloitte.com deloitte.com



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Sign In Sheet

Name	Company Name	Phone Number	e-Mail Address
Bruce Gorman	Mindteck	717-732-2211 ext 249	bruce.gorman@ mindteck.com
KRISHNA VASUDEVAN	ANGARAI	303-905-1025	kvasudevan@ angarai-intl. com
Stacy Ortel	DK Consulting	443-552-5851 x102	sortel@dkconsult.net
DORIS HOLLEY	ANGARAI	202-746-3033	Dholley@ angarai-intl.com
BRIAN ZERNHECT	Software Consulting MBE	443-690-0880	BZERNHECT @SciInSo.com



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Sign In Sheet

Name	Company Name	Phone Number	e-Mail Address
Sherry Hicks	Angarai	410-472-5011	shicks@angarai.com
Crystal Gebhart	Xerox	443.957.2676	crystal.gebhart@xerox.com
HARRIE Crosby	DHR/OTHS	410-233-1339	h.crosby@dhr.state.md.us
Khin Contino	PTS Inc.	410.294.4117	KCONTRINO@PREFTEC.COM
Verzwoon Drew	CSF Inc	301-587-9622	VDREW@CSFmail.org