



**Consulting and Technical Services
Task Order Request for Proposals**

**Project Management Support Services
For
Independent Verification & Validations**

CATS TORFP # F10P7200785

**Issued By:
Department of Budget and Management
Office of Information Technology
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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. 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, with the exception of CATS Master Contractors with currently executed TO Agreements to perform IV&V Services. All Master Contractors must complete and submit a Master Contractor Feedback form via the CATS website 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 conditions contained in the CATS RFP issued by the Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT) and subsequent Master Contract Project Number 050R5800338, including any amendments.

TORFP Title:	Project Management Support Services for Independent Verification & Validations
Functional Area:	10 – IT Management Consulting Services
TORFP Issue Date:	April 27, 2007
Closing Date and Time:	May 18, 2007 2:00 PM EST
TORFP Issuing Agency:	Department of Budget and Management (DBM)
Send Questions and Proposals to:	Bill Bowser bbowser@dbm.state.md.us
DBM TO Procurement Officer:	Bill Bowser Office Phone: 410-260-7683 Office FAX: 410-974-3274
DBM TO Manager:	Robert M. Krauss Office Phone: 410-260-6135; Office FAX: 410-974-5615; Email: rkrauss@dbm.state.md.us
TO Project Numbers:	F10P7200785
TO Type:	Time and Material
Period of Performance	1 year, plus two one-year options, at sole discretion of DBM OIT
MBE Goal:	Zero
Small Business Reserve (SBR):	No
Primary Place of Performance:	DBM OIT, 45 Calvert Street, Fourth Floor, Annapolis, MD 21401
State Furnished 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:	DBM , 45 Calvert Street, Room 164, Annapolis, MD 21401 May 7, 2007, 10:00 AM (See Attachment 6 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 each TO Agreement. See Section 2.12 information on change orders.

The TO Manager has the primary responsibility for the management of the work performed under a TO Agreement. This includes administrative functions, issuing direction to TO Contractors, 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/in scope completion of the Scope of Work (SOW).

1.2 TO AGREEMENT

One Master Contractor shall be selected as the TO Contractor to conduct the work defined in Section 2 - SOW. A specific TO Agreement, Attachment 3, will then be entered into between the State and the TO Contractor, which will bind the TO Contractor to the contents of its TO Proposal, including the price proposal.

1.3 TO PROPOSAL SUBMISSIONS

CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a TO Proposal to this TORFP, **with the exception of CATS Master Contractors with current executed CATS TO Agreements to perform any State IV&V Services.**

The DBM 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 DBM's e-mail system time stamp. TO Proposals are to be submitted via one single e-mail per response. The "subject" line in the e-mail submission shall state the TORFP #F10P7200785. The first attachment will be the TO Proposal technical response to this TORFP bearing the TORFP #F10P7200785. The second attachment will be the financial response bearing the TORFP #F10P7200785.

The proposal documents requiring a signature (i.e., the financial proposal and Attachment 4 Conflict of Interest Affidavit and Disclosure) must be submitted as .PDF files with the signatures clearly visible with the TO Proposal submittal.

1.4 eMARYLANDMARKETPLACE FEE

Code of Maryland Regulations (COMAR) 21.02.03.06 requires that each Master Contractor that wins a TO Agreement under this TORFP pay a fee to support the operation of eMarylandMarketplace. The fee will be due on each TO Agreement that exceeds \$25,000. The applicable fee will be based on each TO Agreement value, including any options. Each TO Contractor shall pay the fee as provided by COMAR 21.02.03.06 and in accordance with guidelines issued by the Maryland Department of General Services (DGS). A copy of COMAR 21.02.03.06 and the guidelines issued by DGS can be found on the eMarylandMarketplace website at www.eMarylandMarketplace.com.

The price of each TO Proposal shall include the appropriate fee as per the COMAR 21.02.03.06 fee schedule. Fees may not be quoted as a separate add-on price. A total TO Agreement value that is other than an even dollar amount will be rounded to the nearest whole dollar to determine the appropriate fee level. For example, a total TO Agreement value of \$50,000.49 will be rounded to \$50,000 and a Level 1 fee will apply. A total TO Agreement value of \$50,000.50 will be rounded to \$50,001 and a Level 2 fee will apply.

1.5 CONFLICT OF INTEREST

Each TO Contractor awarded a TO Agreement shall provide Information Technology (IT) services for DBM, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a

Conflict of Interest Affidavit and Disclosure form included as Attachment 4 to this TORFP, with it's TO Proposal. If the DBM 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 DBM 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 Master Contractors to review at DBM and the State agencies hosting the projects identified for IV&V review as described in this TORFP. Master Contractors who review such documentation will be required to sign the Non-Disclosure Agreement (Master Contractor) form included as Attachment 8 to this TORFP. Please contact the DBM TO Procurement Officer of this TORFP to coordinate an appointment with the agencies if interested.

In addition, certain documentation may be required to be obtained by TO Contractors awarded TO Agreements in order to fulfill the requirements of TO Agreements. The TO Contractors, employees and agents who wish to review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) form included as Attachment 9.

1.7 LIMITATION OF LIABILITY

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

1.8 ORAL PRESENTATIONS

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

SECTION 2 - SCOPE OF WORK (SOW)

2.1 PURPOSE AND ROLE DEFINITIONS

2.1.1 Purpose

The DBM is seeking proposals from Master Contractors experienced in IT consulting to provide Project Management Support Services for IV&Vs of Major Information Technology Development Projects (MITDP) of the State. The desired outcome of this TORFP is to obtain self-sufficient IV&V project management and coordination of multiple, concurrent IV&Vs TO Agreements. In addition to IV&V TO Agreements management, the TO Contractor's Project Management Professional (PMP) staff person shall perform other activities that support IV&V planning, procurement, and contract administration. The term "PMP", as used in this TORFP, does not refer to a specific CATS labor category, but rather describes the function of the position, so that the responding Master Contractor may choose and propose any appropriate actual CATS labor category. The duties and responsibilities of the TO Contractor's PMP are described in detail in Section 2.3. Deliverables required under this TORFP are described in detail in Section 2.6.

At the sole option of DBM OIT, one additional PMP may be added via change order; for like duties, at or below the proposed TORFP rate (see Section 2.12).

Please note that Master Contractors currently under DBM contract to conduct any IV&V for the State are NOT eligible to respond to this TORFP.

2.1.2 Role Definitions

Note – The purpose of these definitions is to distinguish between IV&V project roles and IV&V Project Management Support roles.

- A) TO Procurement Officer – DBM staff person responsible for managing the procurement process resulting in a TO Agreement for Project Management Support Services for IV&Vs;
- B) TO Manager – DBM staff person responsible for overseeing the work required under the TO Agreement for Project Management Support Services for IV&Vs.
- C) TO Contractor – The CATS Master Contractor awarded the TO Agreement for Project Management Support Services for IV&Vs;
- D) IV&V TO Manager – The TO Contractor's PMP who is responsible for project management and coordination of multiple IV&Vs and who shall report to the TO Manager; and
- E) IV&V Contractor – A CATS Master Contractor awarded one or more IV&V TO Agreements.

2.2 BACKGROUND FOR IV&V PROGRAM DESCRIPTION AND METHODOLOGY:

See Attachment 11

2.3 IV&V TO MANAGER (PMP) DUTIES AND RESPONSIBILITIES

The TO Contractor awarded a TO Agreement as a result of this TORFP shall provide one qualified PMP to serve as the IV&V TO Manager responsible for project management and coordination of up to five IV&Vs. The IV&V TO Manager shall report to the TO Manager and perform the tasks described in the table below for each IV&V. The IV&V TO Manager shall be capable of performing all assigned tasks with self-sufficiency and minimal guidance from the TO Manager. The IV&V TO Manager's performance shall be rated each month based on the quality of deliverables for this TORFP (See Section 2.6) and quality of performance of the duties and responsibilities described below. An asterisk (*) by the section number and ***bold italics*** identifies a written deliverable associated with that duty / responsibility. Refer to Section 2.6 for a full description of all required deliverables and time of performance for this TORFP.

2.3.1	IV&V TO Manager General Responsibilities
2.3.1.1*	Create and maintain ongoing an IV&V Master Schedule (Deliverable 2.6.2) suitable for tracking all pending and current IV&Vs. At a minimum, the master schedule shows milestones, deliverables, times of performance, degrees of completion and resources for all IV&Vs starting with NTPs and ending with final IV&V deliverables.
2.3.1.2*	Develop and maintain ongoing an IV&V Master Risk Management Plan (RMP) (Deliverable 2.6.3). The <i>IV&V Master RMP</i> shall identify and prioritize potential risks to successful TO management of multiple IV&Vs. The <i>IV&V Master RMP</i> shall identify potential risk impacts and recommended risk responses. The <i>IV&V Master RMP</i> shall incorporate pertinent risk information found in the <i>IV&V Project Status Report</i> deliverables provided by the IV&V Contractor (Deliverable 2.2.1.1.3, Part E).
2.3.1.3*	Develop an IV&V Deliverable Comments Matrix (Deliverable 2.6.4) that documents all comments and recommended changes to all deliverables for a given IV&V prior to deliverable acceptance (Deliverable 2.3.1.4). Submit completed comment matrices to IV&V Contractors and review subsequent versions of IV&V deliverables to ensure all comments and/or changes have been addressed adequately.
2.3.1.4	Provide IV&V deliverable Quality Assurance (QA) by evaluating and providing critical comments on all IV&V deliverables. QA shall be based on comparing deliverables to the detailed requirements of the IV&V TORFP and based on the IV&V TO Manager's expertise. Comments shall describe changes required for deliverable acceptance. For IV&V deliverables that are presentations by the IV&V Contractor, QA shall be performed in advance on presentation slides. Comments shall be documented in the <i>IV&V Deliverable Comments Matrix</i> (Deliverable 2.3.1.3).
2.3.1.5	Obtain comments on IV&V deliverables from DBM OIT staff as identified by the DBM TO Manager. Also obtain comments from target agencies on the CAP deliverable submitted by the IV&V Contractor. Compile comments in the <i>IV&V Deliverable Comments Matrix</i> (Deliverable 2.3.1.3).
2.3.1.6*	Schedule and facilitate regular weekly IV&V status and issue discussions with the DBM TO Manager covering all pending and current IV&Vs. IV&V statuses and issue dispositions for the past week, and action items for week pending, shall be captured and tracked in table format in a IV&V Master Status Report (Deliverable 2.6.5). The <i>IV&V Master Status Report</i> also shall have sections describing updates to the <i>IV&V Master Schedule</i> (See 2.3.1.1) and <i>IV&V Master RMP</i> (Deliverable 2.3.1.2). The <i>IV&V Master Status Report</i> shall contain a section on lessons learned from IV&V projects and any other pertinent IV&V status information.
2.3.1.7	Schedule and facilitate bi-weekly IV&V status and issue discussions with IV&V Contractors based on bi-weekly <i>IV&V Project Status Report</i> deliverables submitted by IV&V Contractors. Transfer pertinent IV&V status and issue dispositions to the <i>IV&V Master Status Report</i> (Deliverable 2.3.1.5).
2.3.1.8	Coordinate with IV&V Contractors to control IV&V projects to <i>IV&V Project Management Plans</i> provided by the IV&V Contractors. Work with IV&V Contractors to address schedule variances. Document schedule variances in the <i>IV&V Master Schedule</i> (Deliverable 2.3.1.1).
2.3.1.9	Collect, organize, store, and manage IV&V information. This includes maintaining current and archival IV&V files (electronic and paper), collecting and distributing IV&V information to and from IV&V project stakeholders, entering IV&V updates into DBM OIT internal weekly status reports and project tracking systems, and recommending ways to optimize DBM's IV&V records management.

2.3.1.10	Perform other duties directly related to IV&V project management support as assigned by the TO Manager. Other duties shall include responding to IV&V related phone calls and email, making photo copies, scheduling and attending ad hoc IV&V related meetings, engaging in TO performance discussions, and coordinating IV&V invoice receipt and approval.
2.3.2	IV&V Procurement
2.3.2.1	Identify IV&V objectives, IV&V deliverables, and other SOW requirements for incorporation into IV&V TORFPs.
2.3.2.2	Research and compile IV&V target project information for incorporation into SOWs for IV&V TORFPs.
2.3.2.3	Draft the SOW section of IV&V TORFPs. Review and provide input on all other sections of IV&V TORFPs with a focus on improving DBM's IV&V program.
2.3.2.4	Serve in an advisory role on procurements including: Provide input on IV&V procurement schedules; provide input on proposal evaluation criteria; Support the work of DBM evaluation committees; compile DBM responses to Master Contractor questions; and provide input to amendments to IV&V TORFPs.
2.3.2.5	Manage change orders. Work with the DBM OIT's Procurement Liaison Office (PLO) to define change order scope and cost, and impact on IV&V projects. Perform cost / benefit analyses, and provide valid justifications for change orders. Document, and coordinate the approval of, change orders with the PLO. Coordinate the implementation of change orders with the TO Manager and IV&V Contractors.
2.3.2.6	Upon NTPs, schedule and facilitate informal "meet and greet" sessions with the IV&V Contractor to discuss roles and set expectations for IV&Vs. Document session points in the <i>IV&V Master Status Report</i> (Deliverable 2.3.1.6).
2.3.3	IV&V Phase I – Assessment – Post NTP / Pre-Kickoff
2.3.3.1	Gather and provide IV&V Contractors with additional, updated target project status information beyond that provided in IV&V TO Agreements. Updated information may pertain to scope, schedule, cost, project issues, and other information as available to DBM OIT.
2.3.3.2*	Coordinate with the IV&V Contractor and DBM TO Manager to gather and compile an <i>IV&V Stakeholder Contact Information Matrix</i> (Deliverable 2.6.6) for each IV&V.
2.3.3.3	Coordinate with IV&V Contractors, the DBM TO Manager, and target agencies to schedule and facilitate <i>IV&V Kickoff Presentations</i> by the IV&V Contractor.
2.3.4	IV&V Phase I – Assessment – Post Kickoff
2.3.4.1	Resolve issues raised by IV&V Contractors or target agencies related to the IV&V interview and documentation gathering process, e.g., non-responsiveness by stakeholders. Document issues in the <i>IV&V Master Status Report</i> (Deliverable 2.3.1.6) and escalate as needed to the TO Manager.
2.3.4.2	Coordinate with the IV&V Contractor and TO Manager to schedule and facilitate the internal and external presentations by the IV&V Contractor on findings and recommendations. For external presentations, coordinate with IV&V target agencies (i.e., the external audience).
2.3.5	IV&V Optional Phase II – CAP

2.3.5.1	Coordinate with the IV&V Contractor, the TO Manager, and target agency to schedule and facilitate a CAP development meeting based on the IV&V findings. Coordinate and facilitate agreement between the IV&V Contractor and target agency on CAP tasks, priorities and implementation schedules to be documented in the <i>IV&V CAP</i> created by the IV&V Contractor.
2.3.5.2	Resolve issues raised by the IV&V Contractor or target agency during the CAP phase, e.g., non-responsiveness by stakeholders. Document issues in the <i>IV&V Master Status Report</i> (See 2.3.1.6) and escalate as needed to the TO Manager.
2.3.5.3	Coordinate with IV&V Contractors, the TO Manager, and target agencies to schedule and facilitate the <i>IV&V Phase II CAP Presentation</i> by the IV&V Contractor.
2.3.6	IV&V Optional Phase III – CAP Extension
2.3.6.1	Resolve issues raised by IV&V Contractor or target agency during the CAP extension phase, e.g., non-responsiveness by stakeholders. Document issues in the <i>IV&V Weekly Status Report</i> (See 2.3.1.5) and escalate as needed to the DBM TO Manager.
2.3.6.2	Coordinate with IV&V Contractors, the TO Manager, and target agencies to schedule and facilitate the <i>IV&V Phase III CAP Presentation</i> by the IV&V Contractor.

2.4 MONTHLY PERFORMANCE RATINGS AND MITIGATION PROCEDURES

2.4.1 Monthly Performance Ratings for Deliverables / IV&V TO Manager

Based on the quality of the deliverables required in Section 2.3 and the IV&V TO Manager's performance overall on the work required in Section 2.3, each month the DBM TO Manager shall issue a corresponding performance rating (Attachment 10). This performance rating shall appear on the monthly Deliverable Product Acceptance Form (DPAF) provided as Attachment 7. In the event of poor quality deliverables or poor or non-performance by the IV&V TO Manager resulting in a rating of "unacceptable," payment shall be withheld pending the outcome of the procedures described in Section 2.4.2.

2.4.2 Mitigation Procedures For Poor Or Non-Performance

At any time during the time of performance described for deliverables in Section 2.6, should deliverable quality be poor, or should the IV&V TO Manager exhibit poor or non-performance, both as determined by the DBM TO Manager, DBM shall pursue the following mitigation procedures prior to requesting a replacement employee:

- A) The DBM TO Manager shall document performance issues and give written notice to the TO Contractor, clearly describing problems and delineating remediation requirement(s).
- B) The TO Contractor shall respond with a written remediation plan within three business days and implement the plan immediately upon written acceptance by the DBM TO Manager.
- C) Should performance issues persist, the DBM 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.

2.5 WORK HOURS

The TO Contractor's assigned personnel will work an eight-hour day falling between the hours of 7:00 AM and 6:00 PM, Monday through Friday excepting State holidays and other leave pre-approved by DBM management.

2.6 DELIVERABLES AND TIME OF PERFORMANCE

ID#	Deliverable Description	Time of Performance
2.6.1	<p>IV&V Project Management Support Services – Encompasses the duties and responsibilities in Section 2.3 and culminates in the overall effective execution and control of assigned IV&V projects as determined by the DBM TO Manager. The individual PMP provided by the TO Contractor shall be assigned up to five IV&Vs at a time. This is a single continuous deliverable encompassing multiple IV&Vs.</p> <p>Note - The ongoing quality of this deliverable is based on the quality of all other deliverables for this TORFP, and the quality of IV&V deliverables. The quality of this deliverable shall be assessed via monthly TO performance ratings by the DBM TO Manager (See Section 2.4.1).</p>	NTP + 12 months, plus a single 12 month option
2.6.2	<p>IV&V Master Schedule (Also see 2.3.1.1) – An MS Project document suitable for tracking all assigned IV&Vs. At a minimum, the master schedule shall show milestones, deliverables, times of performance, degrees of completion and resources for all IV&Vs starting with NTPs and ending with final IV&V deliverables. This is a single, periodically updated deliverable encompassing multiple IV&Vs.</p> <p>Note - The ongoing quality of this deliverable is a factor in monthly TO performance ratings by the DBM TO Manager (See Section 2.4.1).</p>	NTP + 15 working days
2.6.3	<p>IV&V Master Risk Management Plan (RMP) (Also see 2.3.1.2) – An MS Word document that contains a table that identifies and prioritizes potential risks to successful TO management for assigned multiple IV&Vs. The <i>IV&V Master RMP</i> shall identify potential risk impacts and recommended risk responses. The <i>IV&V Master RMP</i> shall incorporate pertinent risk information found in the <i>IV&V Project Status Report</i> deliverables provided by IV&V Contractors (See Section 2.2.1.1.3, Part E). This is a single, periodically updated deliverable encompassing multiple IV&Vs.</p> <p>Note - The ongoing quality of this deliverable is a factor in monthly TO performance ratings by the DBM TO Manager (See Section 2.4.1).</p>	NTP + 20 working days
2.6.4	<p>IV&V Deliverable Comments Matrix (Also see 2.3.1.3) – An MS Word document that captures all comments and recommended changes to all the deliverables for an assigned IV&V before deliverable acceptance. This deliverable shall reflect the QA duties of the IV&V TO Manager described in Section 2.3.1.4. This is a single deliverable created anew for each active IV&V.</p> <p>Note - The ongoing quality of this deliverable is a factor in monthly TO performance ratings by the DBM TO Manager (See Section 2.4.1).</p>	IV&V deliverable due date + 5 working days
2.6.5	<p>IV&V Master Status Report (Also see 2.3.1.6) – An MS Word document that captures and tracks assigned IV&V statuses and issue dispositions from the past week, and action items for the week pending, in a table format. The <i>IV&V Master Status Report</i> has sections describing updates to the <i>IV&V Master Schedule</i> (See 2.3.1.1) and <i>IV&V Master RMP</i> (See 2.3.1.2). The weekly report documents lessons learned from IV&V projects and any other pertinent IV&V status information. This deliverable is a series of weekly reports each encompassing multiple IV&Vs.</p> <p>Note - The ongoing quality of this deliverable is a factor in monthly TO performance</p>	NTP + one week and weekly thereafter for 12 months

	ratings by the DBM TO Manager (See Section 2.4.1).	
2.6.6	<i>IV&V Stakeholder Contact Information Matrix</i> (Also see 2.3.3.2) – An MS Word document that captures contact information for all stakeholders for an assigned IV&V. This is a single deliverable created anew for each IV&V.	NTP + date of IV&V kick-off meetings

2.7 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. These may include, but are not limited to:

- A) The nine project management knowledge areas in the PMI's PMBOK;
- B) The State's SDLC methodology at: www.dbm.maryland.gov - keyword: SDLC.
- C) The State's IT Security Policy and Standards at: www.dbm.maryland.gov - keyword: Security Policy.
- D) The State's IT Project Oversight at: www.dbm.maryland.gov - keyword: IT Project Oversight.
- E) The State's of Maryland Enterprise Architecture at www.dbm.maryland.gov - keyword: MTAF (Maryland Technical Architecture Framework).

2.8 TO CONTRACTOR EXPERTISE REQUIRED

The selected TO Contractor shall furnish IV&V Project Management Support Services sufficient to complete all duties and responsibilities described in Section 2.3 and produce high quality deliverables as described in Section 2.6. The PMP provided by the TO Contractor shall have thorough knowledge of the PMBOK and State of Maryland System Development Life Cycle (SDLC) standards and methodologies as necessary to manage multiple IV&V projects.

2.9 IV&V TO MANAGER (PMP) MINIMUM QUALIFICATIONS

The IV&V TO Manager assigned by the TO Contractor shall be certified as PM by the PMI. This individual shall have at least three years experience with direct responsibility for the execution or oversight of IV&V, or equivalent quality assurance work, on IT development projects valued at over \$1 million.

2.10 INVOICING

The TO Contractor shall submit a DPAF, provided as Attachment 7, for "Deliverable 2.6.1 – IV&V Project Management Support Services" at regular monthly intervals subject to monthly deliverable / IV&V TO Manager performance ratings and mitigation procedures described in Section 2.4. DPAFs shall be submitted as MS Word documents by email. Following the return of the executed DPAF indicating "Acceptable" and signed by the DBM TO Manager, the TO Contractor shall submit an invoice for the deliverable in accordance with the procedures in Section 2.11. 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.

2.11 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the DBM OIT Project Management Office as the TO Requesting Agency and indicate "Deliverable 2.6.1 – IV&V Project Management Support Services," the associated TO Agreement number, date of invoice, period of performance covered by the invoice, daily labor hours for the IV&V TO 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, DBM / OIT Fiscal Services (or designee) with a copy to the DBM 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.

2.12 CHANGE ORDERS

If the TO Contractor is required to perform additional work, or if there is a work reduction due to unforeseen scope changes, the TO Contractor and DBM TO Manager shall negotiate an acceptable price modification based on the TO Contractor's proposed rates in the Master Contract, this TORFP and SOW change. No modification shall be performed until a change order is executed by the DBM 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 either: 1) A TO Proposal with a completed Master Contractor feedback form (submitted electronically through the CATS web site); or 2) A completed Master Contractor feedback form only.

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. All proposal documents (e.g., price proposal and other forms) shall be identifiable by the CATS TORFP number. Each TO Proposal shall provide the following:

3.2.1 TECHNICAL RESPONSE

The Technical Response to this TORFP shall include and must be organized as follows:

A) Proposed Personnel

- 1) Identify and provide a resume' for the individual PMP proposed to serve as the IV&V TO Manager. Highlight the sections of the resume that meet the minimum qualifications described in Section 2.9.
- 2) Provide a copy of the PMI certificate for the individual designated to serve as the IV&V TO Manager.
- 3) Provide the names, titles, and contact information for key management personnel who will supervise the IV&V TO Manager rendered under this TO Agreement. Identified key management personnel shall be authorized in the TO Contractor's role described in Section 2.4.2 Mitigation Procedures for Poor or Non-Performance.
- 4) Complete and provide Attachment 5 - Labor Classification Personnel Resume Summary.

B) Proposed Services

- 5) Executive Summary: A brief overview describing the Master Contractor's background and capabilities for providing IV&V project management support services. This section also shall describe the Master Contractor's understanding of the State's purpose and desired approach for conducting IV&Vs as noted Section 2.2.
- 6) Proposed Solution: A detailed discussion of the Master Contractor's understanding of the Scope of Work (Section 2), the proposed solution and methodology, and how that solution shall address the requirements in the Scope of Work. Master Contractors should avoid simply repeating the Scope of Work and assuring compliance.
- 7) Assumptions: A description of any assumptions formed by the Master Contractor's in developing the Technical Proposal.
- 8) Initial IV&V Master RMP: This element of the technical proposal shall provide an initial high-level identification and prioritization of risks inherent in meeting the requirements in Section 2 - Scope of Work. At a minimum, the *Initial IV&V Master RMP* shall provide descriptions of potential risk impacts and recommended risk responses. The *Initial Master RMP* shall be expandable to form the basis for the actual *IV&V Master RMP* deliverable described in Section 2.6.3.

- 9) Sample IV&V Master Schedule: A sample version of the deliverable described in Section 2.6.2 with sample content. This element of the technical proposal shall illustrate how the Master Contractor would track multiple current and pending IV&Vs. At a minimum the sample master schedule shall show IV&V milestones, deliverables, times of performance, degrees of completion, and resources. The sample *IV&V Master Schedule* shall be a model for the actual deliverable described in Section 2.6.2.
- 10) Sample IV&V Master Status Report: A sample version of the deliverable described in Section 2.6.5. This element of the technical proposal shall illustrate how the Master Contractor would capture and track IV&V statuses and issue dispositions from the past week, and action items for the week pending, in a table format for multiple IV&Vs. Sample sections on updates to the *IV&V Master Schedule*, the *IV&V Master RMP*, lessons learned, and other pertinent IV&V status information shall be included. The sample *IV&V Master Status Report* shall be a model for the actual deliverable described in Section 2.6.5.

C) Subcontractors N/A

D) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of project management assignments completed by the Master Contractor or proposed subcontractor that were similar in scope to this TORFP SOW (Section 2). Each of the three examples must include a reference complete with the following:
 - a. Name of organization for which the work was performed.
 - b. Name, title, and telephone number of point-of-contact for the reference.
 - c. Type and duration of contract(s) supporting the reference.
 - d. The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
 - e. Whether the Master Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization.
- 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 reasons why,
 - f. Whether any available renewal option was not exercised and reasons why,
 - g. The State employee contact person (name, title, telephone number and e-mail address).

This information will be considered as part of the experience and past performance evaluation criteria in the TORFP.

E) State Assistance

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

F) Confidentiality

- 1) 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 DBM TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

3.2.2 FINANCIAL RESPONSE

The Financial Response to this TORFP shall include:

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based;
- B) Completed Financial Proposal – Attachment 1.

SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT

4.1 EVALUATION CRITERIA

One TO Contractor shall be selected from among all eligible Master Contractors within the appropriate functional area responding to this CATS TORFP. In making the TO Agreement award determination, the TO Requesting Agency will consider all information submitted in accordance with Section 3 - TO Proposal Format and Submission Requirements.

4.2 TECHNICAL CRITERIA

The following are the criteria for the State's technical evaluation of each TO Proposal in descending order of importance. Failure to meet minimum qualifications shall disqualify a proposal. If minimum qualifications are met, then the State shall evaluate:

- A) The Master Contractor's overall understanding of the work required and the quality of the proposed solution and methodology (See Section 3.2.1A) for completing the services described in the Master Contractor's Technical Proposal and the SOW (Section 2) of this TORFP.
- B) Experience, capability and references for the Master Contractor and proposed subcontractor(s) as described in the Master Contractor's Technical Proposal (See Section 3.2.1D).

4.3 SELECTION PROCEDURES

- A) TO Proposal technical responses will be reviewed and, if qualified, be ranked from highest to lowest. All non-qualifying others will receive e-mail notice from the DBM TO Procurement Officer of not being susceptible to receive a TO award.
- B) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- C) The best value TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this determination, technical shall have more weight than financial.

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, Non-Disclosure Agreement, Purchase Order, and by a NTP authorized by the DBM TO Procurement Officer.

ATTACHMENT 1 –PRICE PROPOSAL

PRICE PROPOSAL FOR CATS TORFP # F10P7200785

Labor Category	A	B	C
	Hourly Labor Rate	Total Class Hours	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	\$
(Insert Proposed Labor Category for this TORFP (Option)Year Three)			
	\$	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 cannot exceed the Master Contract Rate, but may be lower.

SUBMIT THIS WITH THE FINANCIAL RESPONSE

ATTACHMENT 2 – TASK ORDER AGREEMENT

CATS TORFP# F10P7200785 OF MASTER CONTRACT #050R5800338

This Task Order Agreement (“TO Agreement”) is made this ____ day of _____, 2007 by and between the Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, Department of Budget and Management (DBM).

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. “CATS TORFP” means the Task Order Request for Proposals # F10P720785, dated _____, 2007, including any addenda.
 - b. “Master Contract” means the CATS Master Contract between DBM and the Master Contractor dated December 19, 2005.
 - c. “DBM TO Procurement Officer” means Bill Bowser. DBM may change the DBM TO Procurement Officer at any time by written notice to the TO Contractor.
 - d. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is _____ and whose principal office in Maryland is _____.
 - e. “DBM TO Manager” means Robert Krauss of DBM. DBM may change the DBM TO Manager at any time by written notice to the TO Contractor.
 - f. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated _____, 2007 of TO Proposal – Technical.
 - g. “TO Proposal – Financial” means the Task Order Contractor’s financial response to the CATS TORFP dated _____, 2007 of TO Proposal - Financial.
 - h. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
 - i. “TO Requesting Agency” means the Department of Budget and Management, as identified in the CATS TORFP.
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 supersede 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 - Scope of Work 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; and
- d. Exhibit C – TO Proposal-Financial.

2.3 The DBM 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 DBM 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 upon receipt of a NTP from the DBM TO Manager. The term of this TO Agreement is for a period of insert time for performance, commencing on the date of NTP and terminating on _____, 200____.

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 the total dollar 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 DBM TO Manager is at the TO Contractor's risk of non-payment. See Section 2.12 Change Orders of the TORFP.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 - Scope of Work of the CATS TORFP, but no later than thirty (30) days after the TO Requesting Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the TO Requesting 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 Employer Identification 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 DBM TO Manager unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the DBM TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the DBM 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 DBM TO Procurement Officer.

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

TO Contractor Name

_____(SEAL) _____
By: Type or Print TO Contractor POC Date

Witness/Attest: _____

STATE OF MARYLAND, TO Requesting Agency

By: DBM 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 subconsultant 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 Offeror warrants that, except as disclosed in Section 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 as necessary):
- E) The Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the 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 Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the TO Agreement has been awarded and performance of the TO Agreement has begun, the TO Contractor shall continue performance until notified by the DBM TO 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 WITH THE 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 classifications 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 classifications, complete one Labor Classification Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.

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 three 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 Classification 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:

Master Contractor's Contract Administrator:

 Signature

 Date

Proposed Individual:

 Signature

 Date

SUBMIT WITH THE TECHNICAL THE RESPONSE.

ATTACHMENT 5 – DIRECTIONS TO THE PRE-TO 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)

TO Contractor:

TO Requesting Agency: DBM OIT Project Management Office

TO Agreement Name: Project Management Support Services for IV&Vs

TO Agreement #: F10P7200785

DBM OIT Contact: Robert Krauss, 410-260-6135, rkrauss@dbm.state.md.us (DBM TO Manager)

The TO Contractor has submitted the monthly deliverable below for the above referenced TO Agreement.

ID#	Monthly Deliverable Title	Monthly Price
2.6.1	IV&V Project Management Support (for up to 5 IV&Vs)	

>>>>>>>> **The Information Below Shall Be Filled-In by DBM OIT** >>>>>>>>>>>>

MONTHLY DELIVERABLE DISPOSITION / IV&V TO MANAGER PERFORMANCE RATING:

☐

Acceptable

☐

Unacceptable

REASON(S) FOR UNACCEPTABLE DELIVERABLE / PERFORMANCE RATING:

☐

Quality of Deliverable 2.6.2

☐

Quality of Deliverable 2.6.3

☐

Quality of Deliverable 2.6.4

☐

Quality of Deliverable 2.6.5

☐

Other (See COMMENTS below)

COMMENTS:

DBM TO Manager Signature

Date Signed

To be Executed by the DBM TO manager as required in section 2.8

ATTACHMENT 7 - NON-DISCLOSURE AGREEMENT (MASTER CONTRACTOR)

This Non- Disclosure Agreement (the "Agreement") is made this ____ day of _____ 200_, by and between _____ (hereinafter referred to as "the MASTER CONTRACTOR") and the State of Maryland (hereinafter referred to as "the State").

MASTER CONTRACTOR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP #F10P7200785 . In order for the MASTER CONTRACTOR to submit a TO Proposal, it will be necessary for the State to provide the MASTER CONTRACTOR 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 1.7 Non-Disclosure Agreement of the TORFP, MASTER CONTRACTOR agrees as follows:

1. MASTER CONTRACTOR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7 Non-Disclosure Agreement of the TORFP, except in connection with the preparation of it's TO Proposal.
2. Each employee or agent of the MASTER CONTRACTOR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the MASTER CONTRACTOR shall provide originals of such executed Agreements to the State. Each employee or agent of the MASTER CONTRACTOR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the MASTER CONTRACTOR.
3. MASTER CONTRACTOR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the MASTER CONTRACTOR does not submit a Proposal, the MASTER CONTRACTOR shall return the Confidential Information to DBM TO Procurement Officer, Department of Budget and Management on or before the due date for Proposals.
4. MASTER CONTRACTOR 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 MASTER CONTRACTOR'S failure to comply with the requirements of this Agreement. The MASTER CONTRACTOR 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 MASTER CONTRACTOR or any employee or agent of the MASTER CONTRACTOR to comply with the requirements of this Agreement, MASTER CONTRACTOR and such employees and agents of MASTER CONTRACTOR 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. MASTER CONTRACTOR 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. MASTER CONTRACTOR 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 MASTER CONTRACTOR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the MASTER CONTRACTOR 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.

MASTER CONTRACTOR: _____ BY: _____
NAME: _____ TITLE: _____
ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.7 NON-DISCLOSURE AGREEMENT OF THE TORFP.

ATTACHMENT 8 - NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

This Non-Disclosure Agreement (the "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 Budget and Management (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 Project Management Support Services TORFP # F10P720785 dated _____, (the "TORFP") issued under the CATS 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/TO Contractor's Personnel:

Name: _____

Title: _____

Date: _____

Department of Budget and Management:

Name: _____

Title: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 NON-DISCLOSURE AGREEMENT OF THE TORFP.

ATTACHMENT 9 -MONTHLY PERFORMANCE EVALUATION

Monthly Performance Evaluation Scoring Range					
Category/Rating	Unsatisfactory	Marginal	Good	Very Good	Excellent
Accuracy of data and reports	The TO Contractor employee's performance <u>fails</u> to meet requirements by a substantial margin. There are very few areas of good performance and these are more than offset by lower rated performance in other areas.	The TO Contractor employee's performance <u>fails</u> to meet all requirements. There are areas of good performance, but these are more than offset by lower rated performance in other areas.	The TO Contractor employee's performance <u>meets all requirements.</u>	The TO Contractor employee's performance <u>exceeds requirements.</u> There may be areas for improvement, but these areas are more than offset by better performance in other areas.	The TO Contractor employee's performance <u>exceeds requirements</u> by a <u>substantial margin</u> providing additional value to the State. There are virtually no areas for improvement.
Adherence to State and DBM policies and procedures					
Thoroughness and accuracy of plans and analysis					
Overall technical proficiency					
Timeliness and responsiveness					

ATTACHMENT 10 – IV&V BACKGROUND

IV&V Program Description

IV&Vs are a key element of DBM's role to provide oversight for MITDPs in Maryland. The purpose of IV&Vs is to assess the overall health of projects and apply corrective actions as needed to address project deficiencies. The goal is to mitigate project risks and help ensure project success. To execute IV&Vs, DBM enters into TO Agreements with private sector industry experts (IV&V Contractors) to perform IV&Vs. DBM is responsible for managing the resulting IV&V projects.

Each IV&V may contain up to three phases. In the first phase of each IV&V, the IV&V Contractor is required to research and develop a written report and live presentation of findings based on specified objectives. The resulting *IV&V Draft Findings Report* is the key IV&V deliverable as it captures the project disposition against the specified objectives along with potential solutions to any respective deficiencies. Findings describe project strengths, weaknesses, and corrective actions recommended by the IV&V Contractor. In a second, optional phase of each IV&V, DBM may task the IV&V Contractor to develop a Corrective Action Plan (CAP) in collaboration with the agency and DBM. If exercised, the second phase also requires the IV&V Contractor to monitor and report on agency compliance with the CAP and provide direct assistance to support the CAP. As warranted by DBM, a third phase may be exercised to have the IV&V Contractor continue monitoring agency compliance with the CAP.

DBM may award single or multiple IV&Vs to an IV&V Contractor. In the case of multiple awards to an IV&V Contractor, separate and distinct Notices To Proceed (NTP) are issued for each IV&V and may be staggered. The total period of performance for an IV&V if all three phases occur is ten months. IV&V project deliverables and due dates based on NTP are described in the following table.

Note: This description of IV&V project deliverables is tailored for the better understanding this SOW. The deliverable descriptions for actual IV&V TO Agreements may contain slight, non-substantive variances.

2.2.1.1	IV&V Deliverables – TO Phase I – Project Assessment	Time of Performance
2.2.1.1.1	<p>IV&V Project Kick-Off Meeting – The purpose of this meeting is to educate and obtain buy-in from IV&V project stakeholders. The meeting shall accomplish the following: define roles and responsibilities, establish logistical details and communication expectations, and clarify IV&V tasks and time frames. The IV&V Contractor shall facilitate the meeting and provide an agenda, sign-in sheet, presentation, and other relevant materials for the meeting to the IV&V TO Manager in advance.</p> <p>Prior to and in preparation for the kick-off meeting, the IV&V Contractor shall begin independent research and obtain pertinent IV&V target project documents and information from the IV&V TO Manager.</p>	NTP + 21 Calendar Days
2.2.1.1.2	<p>IV&V Project Management Plan – This plan shall be a Microsoft Word document submitted via e-mail attachment. Once the IV&V TO Manager accepts the IV&V Project Management Plan deliverable, it will become the baseline to gauge variances and IV&V Contractor performance.</p>	NTP + 28 Calendar Days

	<p>The IV&V Project Management Plan shall describe the background, purpose, and approach consistent with the IV&V SOW and the IV&V Contractor's proposal.</p> <p>The Word document shall contain or be accompanied by a Microsoft Project file that is a Gantt chart schedule of tasks and time frames for all IV&V deliverables. The IV&V Contractor shall relegate the IV&V Project Status Reports (see next deliverable) to a separate part of the Gantt chart for clarity.</p> <p>The IV&V Contractor shall update the Gantt chart as needed on a bi-weekly basis and submit it with IV&V Project Status Reports (Deliverable 2.2.1.1.3).</p>	
2.2.1.1.3	<p>IV&V Project Status Reports – These reports shall be Microsoft Word documents submitted bi-weekly via e-mail attachment with “IV&V Project Status Report” in the e-mail subject line.</p> <p>The reports shall detail the IV&V activities and progress for comparison against the IV&V Project Management Plan. Reports shall be submitted in conjunction with bi-weekly IV&V status discussions between the IV&V Contractor and IV&V TO Manager. Reports shall contain, at a minimum, the following elements:</p> <ul style="list-style-type: none"> A) Purchase Order Number and the reporting period; B) A table listing all project deliverables and indicating percent complete for each; C) A list of tasks accomplished during the reporting period; D) A list of tasks planned for the next reporting period; E) A section describing any IV&V project risks and real or potential impacts on the project schedule, scope, and cost. This section will describe risk response activities toward meeting original schedule, scope, and cost baselines; and F) An imbedded or accompanying Microsoft Project file that is the Gantt chart from the IV&V Project Management Plan, updated as needed from the original plan to show revised IV&V tasks and time frames. 	<p>NTP + 28 Calendar Days for the first report and bi-weekly thereafter up until completion of the deliverable “IV&V Findings: Agency Presentation” at the end of TO Phase I</p>
2.2.1.1.4	<p>IV&V Draft Findings Report –This report shall be a Microsoft Word document submitted via e-mail attachment.</p> <p>The report shall contain an executive summary that provides a concise overview of at least the high and medium priority findings and recommendations organized by IV&V Objectives.</p> <p>The report shall describe the methodology used to perform the IV&V. The report shall contain detailed positive and negative IV&V findings, organized according to the IV&V objectives.</p> <p>For negative findings, the report shall contain a table describing the deficiencies as “Improvement Opportunities” with corresponding recommended corrective actions for implementation by the agency. The table shall be organized according to the IV&V objectives with the findings and recommendations prioritized as high, medium, or low.</p>	<p>NTP + 56 Calendar Days</p>

2.2.1.1.5	IV&V Findings: Internal Presentation to DBM/OIT – This internal presentation to DBM/OIT shall be a Microsoft PowerPoint document submitted via e-mail attachment. The presentation shall be printed in sufficient color hard copies for an audience identified by the IV&V TO Manager. The presentation shall be orally presented in person by the IV&V Contractor to DBM/OIT and shall describe the IV&V findings and recommendations consistent with the IV&V Draft Findings Report.	NTP + 70 Calendar Days
2.2.1.1.6	IV&V Final Findings Report – This report is the finalized version of the deliverable “IV&V Draft Findings Report” updated by the IV&V Contractor based on feedback received from the IV&V TO Manager on Deliverables 2.2.1.1.4 and 2.2.1.1.5.”	NTP + 77 Calendar Days
2.2.1.1.7	IV&V Findings: Agency Presentation – This presentation is the finalized version of the deliverable “IV&V Findings: Internal Presentation to DBM/OIT” updated to be consistent with the IV&V Final Findings Report. Both DBM/OIT and the agency shall be present for this presentation.	NTP + 91 Calendar Days
2.2.1.2	IV&V Deliverables – TO Phase II – Agency Corrective Actions	Time of Performance
<i>Note: TO Phase II is optional at the sole discretion of DBM</i>		
2.2.1.2.1	IV&V Corrective Action Plan (CAP) – This plan shall be a Microsoft Word document submitted via e-mail attachment. The IV&V Contractor shall obtain and incorporate input from the agency in the plan. The plan shall contain: A) The table of Improvement Opportunities and recommended corrective actions from the deliverable “IV&V Final Findings Report”; B) A breakdown of planned agency tasks and time frames to implement each recommended corrective action; C) A breakdown of planned IV&V Contractor tasks and time frames for providing the deliverable “IV&V Phase II Assistance” (see below)	NTP + 105 Calendar Days
2.2.1.2.2	IV&V Phase II Assistance* – The IV&V Contractor shall provide 16 hours of direct assistance to the agency toward implementing corrective actions identified in the CAP. A breakdown of planned IV&V Contractor tasks and time frames for providing assistance shall be provided in the CAP deliverable, Part C. * Assistance may be on or off-site as determined by the IV&V TO Manager with input from the agency. Assistance may include, but not be limited to, technical assistance, SDLC documentation writing / editing, training or mentoring on project management best practices, or other corrective action support agreed to by the agency.	The time of performance for this deliverable shall occur between acceptance of Deliverable 2.2.1.2.1 (IV&V CAP) and acceptance of Deliverable 2.2.1.2.4 (IV&V Phase II CAP Presentation)

2.2.1.2.3	<p>IV&V Phase II CAP Updates (3 Separate Reports) – These three reports shall be delivered consecutively as Microsoft Word documents submitted via e-mail attachment. The reports shall be updated versions of the CAP. Updated information in the reports shall describe agency progress against the CAP. The IV&V Contractor shall be required to monitor agency progress accordingly.</p> <p>The third IV&V Phase II CAP Update shall include a recommendation on whether TO Phase III is warranted due to critical, incomplete corrective actions.</p>	<p>NTP + 133 Calendar Days</p> <p>NTP + 161 Calendar Days</p> <p>NTP + 189 Calendar Days</p>
2.2.1.2.4	<p>IV&V Phase II CAP Presentation – This presentation shall be a Microsoft PowerPoint document submitted via e-mail attachment and printed in sufficient color hard copies for a DBM/OIT and agency audience. The presentation shall be orally presented in person by the IV&V Contractor to DBM/OIT and the agency, and shall provide an overview of the third IV&V Phase II CAP Update.</p>	<p>NTP + 196 Calendar Days</p>
2.2.1.3	IV&V Deliverables – TO Phase III – Agency Corrective Actions	Time of Performance
<i>Note: TO Phase III is optional at the sole discretion of DBM</i>		
2.2.1.3.1	<p>IV&V Phase III Assistance* – The IV&V Contractor shall provide 16 hours of direct assistance to the agency toward implementing incomplete corrective actions identified in the third IV&V Phase II CAP Update.</p> <p>A break down of planned IV&V Contractor tasks and time frames for providing assistance shall be provided in the CAP.</p> <p>* Assistance may be on or off-site as determined by the IV&V TO Manager with input from the agency. Assistance may include, but not be limited to, technical assistance, SDLC documentation writing / editing, training or mentoring on project management best practices, or other corrective action support tasks agreed to by the agency.</p>	<p>The time of performance for this deliverable shall occur between acceptance of Deliverable 2.2.1.2.4 (IV&V Phase II CAP Presentation) and acceptance of Deliverable 2.2.1.3.2 (IV&V Phase III CAP Presentation)</p>
2.2.1.3.2	<p>IV&V Phase III CAP Updates (3 separate reports) – These three reports shall be delivered consecutively as Microsoft Word documents submitted via e-mail attachment. The reports shall be updated versions of the third IV&V Phase II CAP Update deliverable. Updated information in the reports shall describe agency progress against the IV&V CAP. The IV&V Contractor shall be required to monitor agency progress accordingly.</p>	<p>NTP + 224 Calendar Days</p> <p>NTP + 252 Calendar Days</p> <p>NTP + 280 Calendar Days</p>
2.2.1.3.2	<p>IV&V Phase III CAP Presentation – This presentation shall be a Microsoft PowerPoint document submitted via e-mail attachment and printed in sufficient color hard copies for a DBM/OIT and agency audience. The presentation shall be orally presented in person by the IV&V Contractor to DBM/OIT and the agency, and shall provide an overview of the final IV&V Phase III CAP Update.</p>	<p>NTP + 287 Calendar Days</p>

IV&V Methodology

The methodology for each IV&V involves independent research, project stakeholder interviews, and the review and analysis of project files and documentation. In working with project stakeholders, DBM OIT emphasizes the benefits of IV&Vs and strives with IV&V Contractors to minimize or avoid any negative impact on the target project schedule. IV&V Contractors must assign a project leader to each IV&V who is certified by the Project Management Institute (PMI) as a PMP. The IV&V Contractors provide the deliverables described in Section 2.2.1 above.

In executing an IV&V and developing IV&V deliverables, an IV&V Contractor is required to apply recognized project management best practices and industry standards according to PMI. Specifically, with regard to the treatment of findings on State agency project management processes, the IV&V Contractor must formulate findings in terms consistent with the PMI's Project Management Body of Knowledge (PMBOK). Where an evaluation of the technical feasibility of an IT solution is required, the IV&V Contractor is required to apply the Software Engineering Institute's Capability Maturity Model or other recognized industry standard.