

6.0 GENERAL TOP REQUIREMENTS

The TORFP and any subsequent TOA are fully subject to the CSMC's terms and conditions and are generally not repeated herein except for clarification. The requirements noted in this Section 6 are general TORFP requirements. See also Attachment A – Scope of Work.

6.1 Task Order Manager (TOM)

The assigned TOM to assure compliance with the TOA is: _____.
After TOA award, the TOM is the focal point for all correspondence and discussions with the contractor concerning technical direction and issues, and all technical direction that provides specific details and milestones. All deliverables must be submitted to and through TOM. The TOM acknowledges receipt of the deliverables, but this does not constitute approval for the deliverables. Approval for acceptance of the deliverables shall only be through the TOM. For any deliverable that does not receive acceptance, the TOM will provide written notification in writing of what is required to complete the deliverable to the State's satisfaction. The TOA Contractor must correct the deliverable to the State TOM's satisfaction and resubmit the deliverable for review and approval. Any deviation from this will result in the TOA Contractor performing at risk of non-payment for any unapproved services. Any change to this TOM position will be communicated in writing.

6.2 Reporting under the CSMC for the TORFP

In addition to any specific reports required by the TORFP noted in Attachment A – Scope of Work, and any subsequent TOA, the MC must provide the following reports to the Contract Manager during the term of a TOA:

- a. When the deliverable includes computer-based training, monthly reports for the term of the TOA containing the roster of students, hours spent on the training, units completed, and test scores, if applicable, including whether students passed the course.
- b. When the deliverable includes classroom-based training, at the conclusion of each class, a class roster including names of students, attendance records, and test scores, if applicable, including whether students passed the course.
- c. When the deliverable includes computer-based and/or classroom-based training, copies of all student evaluations of the course.
- d. When the deliverable includes process improvement consulting, periodic summary reports of the work accomplished, as well as a final report within 45 days of completion of the consulting work. For task orders with a duration of 60 days or less, summary reports are to be provided weekly. For task orders with a duration of more than 60 days, weekly status reports for the first 30 days, then monthly status reports.
- e. Additionally, upon completion of the TO, the MC must provide a presentation of final report and any recommendations made if requested by the CM or TOM.

6.3 Detailed Work Plan

6.3.1 As a general guideline, the Master Contractor as the TOA Contractor will accomplish the work under the TORFP/TOA in the following phases:

- Phase I: Kick-Off Meeting and Finalize the Detailed Work Plan;
- Phase II: Execution of the Final Detailed Work Plan Finalized in Phase I;
- Phase III: Periodic Summary Reports;

Phase IV: Final Report.

- 6.3.2 The Detailed Work Plan must give a detailed description of the planned training or consulting activities and a description of the approach/methodology for conducting the training or consulting. The Final Detailed Work Plan is based upon the successful TOA Contractor's proposed solution that will be utilized as the Draft Work Plan.
- 6.3.3 The Draft and Final Detailed Work Plans must include the schedule of audits to be performed and estimate task hours of effort. The price in-total for all work effort shall not exceed the total Not-To-Exceed price in the TOA contractor's approved Task Order Proposal. Hours utilized must be aligned by the approved Labor Categories as proposed, unless a variation in the use of the hours has prior-approval from the TOM. However, even with a variation in the use of hours, the price shall not exceed the total price approved for the Task Order Agreement.
- 6.3.4 The Final Detailed Work Plan is a living document and the TOA Contractor has the responsibility to keep it up-to-date. All requested changes must have prior approval in writing from the TOM before their incorporation.
- 6.3.5 The Kick-Off Meeting and Final Detailed Work Plan:
- a. The TOA Contractor shall attend and support the initial Kick-Off Meeting that is to be held (unless there is prior approval for another time by the TOM) within approximately 15 working days after TOA Award and the initial Notice To Proceed (provided by the DBM Contract Manager). The TOA Contractor will provide the Draft Work Plan at the initial Kick-Off Meeting for discussion and input.
 - b. The Final Detailed Work Plan shall actually be a summary plan that is made up of individual components specific to the training/consulting services work as required by the SOW. The Final Detailed Work Plan and its components must demonstrate the timeline and resources and effort for each task. The timeline and resources must acknowledge access to the State's resources as well. Unless pre-approved otherwise by the TOM in writing, the Final Detailed Work Plan is due within 5 working days of the Kick-Off Meeting.
 - c. During Phase II execution, periodic meetings will be held with the TOM or a designee in order to notify the Agency of any issues, concerns or problems encountered. The initial schedule of these meetings and timing/format of status reports will be established at the Initial Kick-Off Meeting. Although the TOM directs the timing and format of the status meetings, it is anticipated that initial meetings between the State TOM/team and the TOA Contractor will be approximately weekly.
 - d. Task Order Completion Report: The TOA Contractor is responsible to prepare a task order completion report, as described in RFP Section 2.3.4.2 in accordance with the instructions set out in the SOW.

6.3.6 Master Contactor's Invoicing and Invoicing Report(s):

6.3.6.1 Invoices with applicable backup documentation are due to the TOM no later than the 10th of the calendar month for the proceeding month's expended Task Order Agreement activity, unless there is prior written approval by the TOM for another submission date for the specific month. For example, for the month of December 1 through December 31, 2017, all invoicing, MBE reports, and any monthly status reports as requested by the TOM are due to be submitted no later than January 10, 2018. Invoices shall be only for actual time worked during the reporting period.

6.3.6.2 Invoices shall include but not be limited to the following information: name and address of the TOA's applicable State Agency, Contractor's name, remittance address, federal taxpayer identification, Invoice Period, Invoice Date, Invoice Number, and Total Amount Due and the Master Contactor's Blanket Purchase Order Number/The user Agency's Purchase Order Number(s).

6.3.6.3 The Total Amount Due for a TOA's invoice will be derived from the information detailed on the invoice. Invoices submitted without the required backup information will not be approved or processed for payment until the TOA Contractor provides the required information.

6.3.6.4 For each invoice, the Contractor shall provide documentation that all the direct hours invoiced for its employees and subcontractors have actually been expended as documented, totally and productively, in the performance of the TOA and all course hours have been provided. The employee time sheets or electronic time keeping records shall be certified by the Contractor to be the actual time worked by the employees and its subcontractors. The Master Contactor shall provide the invoice and its applicable documentation to the applicable TOM.

6.3.6.5 After the first invoice, subsequent invoices should document cumulative hours worked by Labor Category, cumulative training time, and cumulative dollars invoiced in order to coincide with the information reported on the NTE.

6.4 Staffing

As with all Master Contract and subsequent TOA requirements, staffing by the Master Contractor is governed by the CSMC. This includes its own staffing and those staff utilized through subcontractors.

6.4.1 The Master Contractor shall communicate with and manage its commitments to its subcontractor(s) and the State. See also the CSMC RFP Section 4.24: "Prompt Payment Policy".

6.4.2 For any subcontractors proposed on a TOA, the Master Contractor shall provide documentation upon the State's request of the written, signed and dated commitment between the Master Contractor and the subcontractor, and the specific agreed for scope of work and commitment. The commitment must be in-place before the Master Contractor

utilizes such subcontractor in a TOP. If at any point during the TORFP/TOP process that the Master Contractor becomes aware of a subcontractor's inability to perform the services as committed to and indicated in its TOP, the Master Contractor shall promptly document this in writing to the DBM Contract Manager. As this may affect the Master Contractor's ability to complete the applicable TOA, or receive a subsequent applicable TOA award, the DBM Contract Manager will provide written direction on any further process required to remedy the issue.

6.4.3 In response to each TORFP, the Master Contractor shall propose staff that is available at the time of the Master Contractor's TOP for the time period specified in the applicable TORFP. The staff that is proposed by the Master Contractor shall be the staff utilized if awarded the TOA. From the date that a TOP is received by the DBM Contract Manager (or designee), any subsequent changes to personnel requested by the Master Contractor must be done per the procedures outlined in the CSMC RFP Section 3.10: "Substitution of Personnel".

6.4.4 On a monthly basis, even if there is zero work effort performed or zero invoicing, the Master Contractor will give status reports for the prior month's activity per the TOA requirements until final deliverables and invoicing have been accepted and reported. In addition, the Master Contractor and their MBE subcontractor(s) must provide the TOM respectively, MBE D-4A and/or D-4B forms for Master Contractor activity and a MBE D-5 form directly from the MBE Subcontractor to the TOM for their activity.

6.4.5 On a monthly basis, even if there is zero work effort performed or zero invoicing, the Master Contractor will give status reports for the prior month's activity per the TOA requirements until final deliverables and invoicing have been accepted and reported. In addition, the Master Contractor and their VSBE subcontractor(s) must provide the TOM respectively, a VSBE E-3 form for Master Contractor activity and a VSBE E-4 form directly from the VSBE Subcontractor to the TOM for their activity.

6.5 DBM Contract Management

The TOM manages the day-to-day operations of the TOA; however, neither the TOA Master Contractor nor the Agency TOM is authorized to make contractual changes to the TOA regarding over all period of performance, scope, labor categories, the Not-To-Exceed pricing, or MBE. Any questions concerning these types of issues must be addressed to the DBM Contract Manager.

6.6 Security

6.6.1 Security Regarding Contractor-owned Computer Equipment: The TOA Contractor shall not connect any of its own equipment to an Agency's or State agent's LAN/WAN without prior written approval by the State. The State will provide equipment as necessary for support that entails connection to the State LAN/WAN, or give prior written approval as necessary for connection.

6.6.2 The TOA Contractor shall provide and fill-out any necessary paperwork for security access to sign on at the State's site if access is needed to the State's LAN/WAN, as directed and coordinated with the State's IT personnel through and by the TOM.

- 6.6.3 At all times at any facility, the TOA Contractor's personnel shall ensure cooperation with State site requirements which include: being prepared to be escorted at all times, any specific security for that particular site, and providing information for badging and wearing the badge in a visual location at all times.

6.7 Confidentiality/Non-Disclosure

The Master Contractor and all associated staff and subcontractor personnel must keep confidential, all information learned during the performance of the TOA Contract. Any specific Confidentiality Agreement and/or Non-Disclosure Agreement that is required by the TORFP in Attachment A-SOW will be noted in Section 3.4.2 of this TORFP and must be completed by all staff (Master Contractor and subcontractors) as proposed by the Master Contractor under this TORFP.

6.8 Living Wage

See the Living Wage Tier applicable to this TORFP on the Key Information Summary Sheet.

A TORFP for services valued at \$100,000 or more under a State Master Contract may be subject to Title 18, State Finance and Procurement Article, Annotated Code of Maryland. Additional information regarding the State's Living Wage requirement is contained in this solicitation (see Attachment L-The Living Wage Requirements for Service Contracts). The Living Wage Law applies to each TOA issued under a TORFP. Each Task Order stands alone. If the Master Contractor fails to submit and complete the Living Wage Affidavit of Agreement with its response to a TORFP, the State may determine for that TORFP that the Master Contractor is not responsible.

Master Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at the rate specified by law which may be viewed on the Department of Labor, Licensing and Regulation website at: <http://www.dllr.maryland.gov/>.

The specific Living Wage rate is determined by whether a majority of services for a TORFP take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit issuing the TORFP pursuant to SFP §18-102 (d) shall assign the tier based upon where the recipients of the services are located. The tier determination will be made on the Task Order level and will be included in each TORFP. See the Affidavit of Agreement affixed as part of this RFP's Attachment L-The Living Wage Requirements for Service Contracts.