



State of Maine Department of Administrative and Financial Services

Document Type	Contractor Name	Advantage CT or RQS Number
Contract	Panorama Government Solutions, LLC	20181221000000001954
Department	Contract Start Date	Internal Department Contract Number
18F-Controller's Office	12/17/2018	
Short Description of Goods or Services	Contract End Date	Contract Amount
Information Technology Services	1/15/20	\$147,500.00
		Approval Date Time
		1/3/19 8:22 AM

This contract has been approved by the Division of Purchases, Chair of the State Procurement Review Committee and encumbered by the Office of the State Controller.

STATE OF MAINE
DEPARTMENT OF FINANCIAL AND ADMINISTRATIVE SERVICES
OFFICE OF INFORMATION TECHNOLOGY
Agreement to Purchase Services

THIS AGREEMENT, made this 6th day of December, 2018, is by and between the State of Maine, Department of Administrative and Financial Services, Office of Information Technology hereinafter called "Department," and, Panorama Government Solutions, LLC, located at 5975 South Quebec Street, Suite 207, Greenwood Village, CO 80111, telephone number 720-515-1377 hereinafter called "Provider", for the period of Start Date 12-17-2018 End Date 01-15-2020.

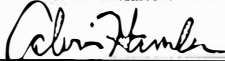
The AdvantageME Vendor/Customer number of the Provider is VC0000227834.

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Department, the Provider hereby agrees with the Department to furnish all qualified personnel, facilities, materials and services and in consultation with the Department, to perform the services, study or projects described in Rider A, and under the terms of this Agreement. The following riders are hereby incorporated into this Agreement and made part of it by reference:

- Rider A - Specifications of Work to be Performed
- Rider B - Payment and Other Provisions
- Rider C - Exceptions to Rider B
- Rider D/E/F - At Department's Discretion
- Rider G - Identification of Country in Which Contracted Work will be Performed

IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this agreement in one original copy.

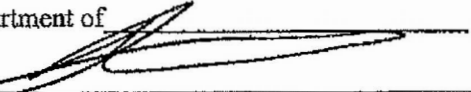
Provider: Panorama Government Solutions, LLC

By: 
Calvin Hamler, Managing Partner

Date: December 6, 2018

And

OFFICE OF INFORMATION TECHNOLOGY

Department of 
By: Ande Smith, Chief Information Officer

Date: December 18

Total Agreement Amount: Not to Exceed \$147,500

The approval and encumbrance of this Agreement by the Chair of the State Procurement Review Committee and the State Controller is evidenced only by a stamp affixed to this page or by a Case Details Page from the Division of Procurement Services.

Adva

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VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ		JOB NO.	PROGRAM

RIDER A
SPECIFICATIONS OF WORK TO BE PERFORMED

Provider shall deliver IV&V Services for five Gate Reviews for the Workday Maine project. The Department expects an objective, independent and neutral assessment of the project performance with tangible measurement and alternatives to the existing performance as well as identify issues which may not be visible.

Provider will review the following areas:

1. Program and Project Management
2. Financial Management
3. Schedule Management
4. Risk/Issue Management
5. Communication Management
6. Roles and Responsibilities
7. Governance Oversight
8. Metrics and Status Reporting
9. Vendor Management

Panorama will leverage the Capability Maturity Model Integration (CMMI) and Project Management Body of Knowledge (PMBOK) frameworks and IEEE standards to produce the following deliverables and electronically submit each deliverable directly to the State Lead Project Manager for review, feedback and approval. All our deliverables would be accomplished as per the outline provided below.

Panorama's reports will classify the criticality of each recommendation using a high, medium, and low measurement system and specify short and long-term improvement opportunities to HRMS Modernization.

The Provider shall be required to perform the Task/Deliverables stated below for each of 5 Gate Reviews on a time and materials basis as follows:

- IV&V Review #1 – Plan Stage (January 2019)
- IV&V Review #2 – Architect Stage (April 2019)
- IV&V Review #3 – Configure & Prototype Stage (August 2019)
- IV&V Review #4 – Testing Stage (Early December 2019)
- IV&V Review #5 – Deploy Stage (Pre Go Live/December 2019)

1. IV&V Checklists

Provider will tailor our standard IV&V checklist to meet the specific Workday Maine Project requirements.

2. IV&V Review Activities

Provider will cover the following topics as part of the IV&V and review activities:

- a) Project Stakeholder proposed interviews
- b) List of documentation requested
- c) List of documentation received
- d) Analysis and draft IV&V report

3. IV&V Review Reports

Provider will complete the IV&V analysis and assessments in accordance with the tasks and activities specified in the SOW between the State and Workday. This will include our delivering a draft IV&V report on the required assessment areas to Workday Maine project management. Provider will also provide a final report in the same manner. The reports will document the results of Provider's IV&V activities using Provider's checklist.

Following are reports Provider will provide:

- a) **Draft IV&V Report:** This report will be Provider's initial findings.
- b) **Final IV&V Report:** The final IV&V report will incorporate feedback Provider receives from State. Provider will submit the final IV&V report within 5 business days.

4. Formal Debriefing Presentation and Report

Provider will prepare and deliver a formal presentation on our observations, analysis and recommendations resulting from IV&V review activities. Provider will provide this report within 5 business days of delivery of Provider's final IV&V report.

5. Twelve Focus Areas / Sessions for each review

Provider will address the following focus areas for each review (more emphasis will be given to specific areas based on the Phase being evaluated):

1. Executive Sponsorship
 - i. Executive alignment
 - ii. Executive buy-in
 - iii. Executive oversight
 - iv. Business decision framework
 - v. Internal resources / backfill
 - vi. External staffing
 - vii. Team expertise
 - viii. Team performance management
2. Project Governance
 - i. Project management tools
 - ii. Project methodology
 - iii. Issue management
 - iv. Scope approvals
 - v. Budgetary tracking
 - vi. Milestone tracking
 - vii. Project plan & metrics
3. Business Processes
 - i. Business design blueprint
 - ii. As-is / To-be Gap / change impact analysis
 - iii. Role definition and documentation (R&Rs)
4. Organizational Change Management
 - i. Organizational impact assessment
 - ii. Employee communications
 - iii. Organizational readiness
 - iv. Training Strategy / Plan
5. System Design, Development, and Documentation
 - i. Alignment with business blueprint
 - ii. System documentation
 - iii. Customization
6. IT and Architecture

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- i. Physical IT infrastructure
- ii. IT organizational infrastructure
- iii. Integration architecture
7. Data
 - i. Data conversion strategy
 - ii. Data cleansing
 - iii. Form and report definition
 - iv. Data migration
8. Testing
 - i. Test Strategy / Plan
 - ii. Test Execution / Results
 - iii. Testing Defects
9. Internal Control Compliance
 - i. Controls
 - ii. Internal audit compliance
10. Vendor Contract Compliance
 - i. Contract scope
 - ii. Cost vs. budget
 - iii. Resource / staffing
11. Benefits Realization
 - i. Business case
 - ii. KPIs / metrics per process area
 - iii. Post-audit process and results
12. Business Readiness
 - i. Readiness checklist
 - ii. Go-Live support processes

Travel Costs - All Travel must be pre-approved in writing by the Department.

Provider agrees to follow the State of Maine Travel Policy to be reimbursed for all travel costs:
<http://www.maine.gov/osc/travel/travelpolicies.shtml>

Provider must provide itemized receipts for all reimbursable travel expenses.

RIDER B
METHOD OF PAYMENT AND OTHER PROVISIONS

1. **AGREEMENT AMOUNT**

Hourly Rates:

- Steve Ditty, Project Manager - \$230/hour
- Darlene Stromberger, Business Analyst - \$150/hour
- Kim Neining, Director - \$265/hour

Not to Exceed Per IV&V:

- Hourly Services not to exceed is \$25,000
- Travel expenses not to exceed is \$4,500

Not to Exceed for Total Contract:

- Hourly Services not to exceed is \$125,000
- Travel expenses not to exceed is \$ 22,500

Total Not to Exceed for the Contract is \$147,500

2. **INVOICES AND PAYMENTS** The Department will pay the Provider as follows:

Payment for services will be made after delivery and acceptance of the Formal Debriefing Presentation and Report for each review.

Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days.

3. **BENEFITS AND DEDUCTIONS** If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.

4. **INDEPENDENT CAPACITY** In the performance of this Agreement, the parties hereto agree that the Provider, and any agents and employees of the Provider shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

5. **DEPARTMENT'S REPRESENTATIVE** The Agreement Administrator shall be the Department's representative during the period of this Agreement. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Agreement are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.

6. **AGREEMENT ADMINISTRATOR** All progress reports, correspondence and related submissions from the Provider shall be submitted to:

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Name: Debra Arrington
Title: Lead Project Manager, Workday Maine Project
Address: 268 Whitten Road, Hallowell, ME 04347

who is designated as the Agreement Administrator on behalf of the Department for this Agreement, except where specified otherwise in this Agreement.

7. **CHANGES IN THE WORK** The Department may order changes in the work, the Agreement Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.

8. **SUB-AGREEMENTS** Unless provided for in this Agreement, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Agreement Administrator. Any sub-agreement hereunder entered into subsequent to the execution of this Agreement must be annotated "approved" by the Agreement Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.

9. **SUBLETTING, ASSIGNMENT OR TRANSFER** The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Agreement Administrator. No subcontracts or transfer of agreement shall in any case release the Provider of its liability under this Agreement.

10. **EQUAL EMPLOYMENT OPPORTUNITY** During the performance of this Agreement, the Provider agrees as follows:

a. The Provider shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.

f. Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.

g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11. **EMPLOYMENT AND PERSONNEL** The Provider shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Contractor shall not engage on a full-time, part-time or other basis during the period of this Agreement, any other personnel who are or have been at any time during the period of this Agreement in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the State Purchases Review Committee. Further, the Provider shall not engage on this project on a full-time, part-time or other basis during the period of this Agreement any retired employee of the Department who has not been retired for at least one year, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

12. **STATE EMPLOYEES NOT TO BENEFIT** No individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly due to his employment by or financial interest in the Provider or any affiliate of the Provider, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

13. **WARRANTY** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. **ACCESS TO RECORDS** As a condition of accepting a contract for services under this section, a contractor must agree to treat all records, other than proprietary information, relating to personal services work performed under the contract as public records under the freedom of access laws to the same extent as if the

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work were performed directly by the department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the contractor and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the contract and information concerning employee and contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

15. **TERMINATION** The performance of work under the Agreement may be terminated by the Department in whole, or in part, whenever for any reason the Agreement Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination, and modified accordingly.

16. **GOVERNMENTAL REQUIREMENTS** The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.

17. **GOVERNING LAW** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

18. **STATE HELD HARMLESS** The Provider agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Agreement by the Provider, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Provider taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement.

19. **NOTICE OF CLAIMS** The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to the Agreement or which may affect the performance of duties under the Agreement, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement.

20. **APPROVAL** This Agreement must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.

21. **LIABILITY INSURANCE** The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Agreement with adequate liability coverage to protect itself and the Department from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991 may continue under that arrangement. Prior to or upon execution of this Agreement, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.

22. **NON-APPROPRIATION** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

23. **SEVERABILITY** The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

24. **INTEGRATION** All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of Rider B (except for expressed exceptions to Rider B included in Rider C), followed in precedence by Rider A, and any remaining Riders in alphabetical order.

25. **FORCE MAJEURE** The Department may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The Department may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

26. **SET-OFF RIGHTS** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Agreement up to any amounts due and owing to the State with regard to this Agreement, any other Agreement, any other Agreement with any State department or agency, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

27. **ENTIRE AGREEMENT** This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

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RIDER C
EXCEPTIONS TO RIDER B

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RIDER D

Not Required: For use at Department's Discretion

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RIDER E

Not Required: For use at Department's Discretion

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RIDER F

Not Required: For use at Department's Discretion

RIDER G
IDENTIFICATION OF COUNTRY
IN WHICH CONTRACTED WORK WILL BE PERFORMED

Please identify the country in which the services purchased through this contract will be performed:



United States. Please identify state: ME



Other. Please identify country: _____

Notification of Changes to the Information

The Provider agrees to notify the Division of Procurement Services of any changes to the information provided above.



State of Maine Department of Administrative and Financial Services

Document Type	Contractor Name	Advantage CT or RQS Number
WCB	PANORAMA GOVERNMENT SOLUTIONS. LLC	20181207000000000001
Department	Contract Start Date	Internal Department Contract Number
18F-Controller's Office	12/17/18	
Short Description of Goods or Services	Contract End Date	Contract Amount
Information Technology Services	1/30/20	\$147,000.00
		Approval Date Time
		12/19/18 8:50 AM

This Waiver for Competitive Bidding (WCB) has been approved by the Division of Purchases, Chair of the State Procurement Review Committee.

State of Maine Waiver of Competitive Bidding Request Form

Form Instructions: Please provide the requested information in the white boxes below. This form is to precede all contract requests that are not the direct result of a competitive bid process.

Requesting Department's Contract Administrator:	Tonia Ennis	Office/Division/Program of Contract Administrator:	DAFS/OIT
Est. Contract Amount:	\$147,500	Contract or RQS Number:	18F
Proposed Start Date:	12/17/2018	Proposed End Date:	01/31/2020
Vendor/Provider Name, City, State	Panorama Government Solutions LLC Greenwood Village, CO 80111		
Short Description of Good or Service:	Sole source need for ERP Independent Verification and Validation (IV&V) services for the Workday Maine project.		
Please note, for transparency purposes, Waivers of Competitive Bidding will be publicly posted. Public postings are placed on the Division of Procurement Services website for a period of seven consecutive calendar days.		To be completed by the Division of Procurement Services Posting dates on Division of Procurement Services website: From: 12/12/2018 To: 12/18/2018	
Notice of Intent to Waive Competitive Bidding Number:		NOI# 1220181998	
1. Statutory Justification State of Maine statute (5 M.R.S. §1825-B(2)) allows waivers of competitive bidding only for the specific reasons listed below. Please mark the appropriate box (X) next to the justification which applies to this specific request.			
<input type="checkbox"/>	A. The procurement of goods or services by the State for county commissioners pursuant to Title 30-A, section 124, involves the expenditure of \$2,500 or less, and the interests of the State would best be served;		
<input type="checkbox"/>	B. The Director of the Bureau of General Services is authorized by the Governor, or the Governor's designee, to make purchases without competitive bidding because, in the opinion of the Governor or the Governor's designee, an emergency exists that requires the immediate procurement of goods or services;		
<input type="checkbox"/>	<i>If citing the above justification for this Waiver of Competitive Bidding request, please have the requesting Department's Commissioner or Chief Executive (as the Governor's "designee") sign and date on the right.</i>	<i>By signing below, I signify as the Governor's designee there is an emergency that necessitates this non-competitive procurement.</i> Signature:	
<input type="checkbox"/>	Printed Name:	Date:	
<input checked="" type="checkbox"/>	C. After reasonable investigation by the Director of the Bureau of General Services, it appears that any required unit or item of supply, or brand of that unit or item, is procurable by the State from only one source;		
<input type="checkbox"/>	D. It appears to be in the best interest of the State to negotiate for the procurement of petroleum products;		
<input type="checkbox"/>	E. The purchase is part of a cooperative project between the State and the University of Maine System, the Maine Community College System, the Maine Maritime Academy, or a private, nonprofit, regionally accredited institution of higher education with a main campus in this State involving: (1) An activity assisting a state agency and enhancing the ability of the university system, community college system, Maine Maritime Academy, or a private, nonprofit, regionally accredited institution of higher education with a main campus in this State to fulfill its mission of teaching, research, and public service; (2) A sharing of project responsibilities and, when appropriate, costs;		
<input type="checkbox"/>	<i>If citing the above justification for this sole source request, please note that the specific approval of the Governor's Office is required, in accordance with Executive Order 26 FY 11/12, "An Order to Enhance Competitive Bidding". The approval must be documented on DAFS/BGS/Division of Procurement Services "GOVCOOP" form, found here: http://www.maine.gov/purchases/info/forms/govcoop.doc</i>		
<input type="checkbox"/>	F. The procurement of goods or services involves expenditures of \$10,000 or less, in which case the Director of the Bureau of General Services may accept oral proposals or bids;		
<input type="checkbox"/>	G. The procurement of goods or services involves expenditures of \$10,000 or less, and procurement from a single source is the most economical, effective and appropriate means of fulfilling a demonstrated need.		
<input type="checkbox"/>	If a different authorization specifically allows for this non-competitive procurement, please provide that reference here:		

State of Maine Waiver of Competitive Bidding Request Form

Please note that the following four points below (#2 through 5) all require a response.

2. Description of Specific Need

Please identify, and fully describe, the specific problem, requirement, or need the resulting non-competitive contract would address and which makes the goods or services necessary. Explain how the requesting Department determined that the goods or services are critical and/or essential to agency responsibilities or operations.

The State of Maine is implementing Workday for the State's HRMS system. We require services of an Enterprise Resource Planning (ERP) consultant, Panorama to provide Independent Verification and Validation (IV&V) services throughout the Workday project. This project is a continuation from the initial Human Resource Management System (HRMS) project. An IV&V is required as part of Gate Reviews prior to the end of each phase of the project (Plan, Architect, Configure & Prototype, Test and Deploy). The IV&V vendor will provide independent analysis and assess any gaps prior to the end of a Gate Review to Maine. It is critical this agreement is in place prior to December 17th to ensure the IV&V can be completed prior to the end of Gate 1 Review has ended. Otherwise any delays will significantly delay the Workday project. Panorama is a neutral third party that can provide IV&V services without any lead time or require any time to come up to speed on the project due to their experience, which will ensure the IV&V is completed on time for the State of Maine to decide about moving forward to the next Gate Review.

3. Availability of other Public Resources

Please explain how the requesting Department concluded that sufficient staffing, resources, or expertise is not available within the State of Maine's government, or other governmental entities (local, other state, or federal agencies) external to the requesting Department, which would be able to address the identified need more efficiently and effectively than the identified vendor.

The State of Maine lacks the specialized skillset needed to complete this assignment. In addition, this work requires an independent review of individuals not associated with the State. The participation of an objective 3rd party will enhance the value of the outcome of the HRMS project.

4. Cost

Since a waiver of competitive bidding is being requested for this procurement, please explain how the requesting Department concluded the negotiated costs, fees, or rates are **fair and reasonable**.

The average hourly rate of \$191 is consistent with industry averages for ERP specialized consulting on a short-term, quick start basis.

5. Future Competition

Please describe potential opportunities which may be available to foster competition for these goods or services in the future.

Department does not anticipate the needs for any additional agreements, but if so will issue a competitive procurement for services.

State of Maine Waiver of Competitive Bidding Request Form

Please note that only one of the two points below ("Uniqueness" or "Timeframe") requires a response. Requesting Departments are not required to respond to both points.

6. Uniqueness

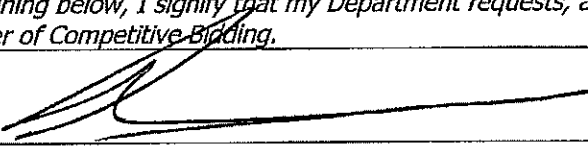
Please explain if the goods or services required are unique to a specific vendor. Describe the unique qualifications, abilities, and/or expertise of the vendor and how those particular unique factors address the specific need identified above. If the vendor has unique equipment, facilities, or proprietary data, also explain the necessity of these particular unique assets.

Panorama Consulting Solutions is uniquely qualified to assess any gaps between planned and actual deliverables. They are a package/vendor independent ERP consulting group that supports government, private industry, and not-for-profits with ERP project delivery services throughout the project development life cycle. The corporation has worked with over 150 different ERP systems and is well-versed in industry best practices including those unique to the technical requirements of on-premise, hosted, and cloud-based solutions.

The Workday project has an aggressive implementation timeline and the Architect Stage must begin on January 8th or the Go Live of January 2020 is at risk. The project is completing the Plan Stage in December including loading of the Foundation Tenant that will be used for the Architect Stage. It is critical that we have IV&V approval of the Plan Stage in December prior to the January 8th start of the Architect Stage to ensure successful completion of the Plan Stage tasks in the Project Plan.

7. Timeframe (Complete only if B. is the Statutory Justification marked on Page 1)

Please explain if time is of the essence and an emergency exists which requires the immediate procurement of goods or services. Describe the nature of this emergency, provide the date by which the goods or services must be delivered, and explain how that date was determined and its significance (i.e. impact if delayed beyond this date). Also, provide information as to how it was determined this vendor is the best option to address this time-sensitive procurement.

Signature of requesting Department's Commissioner or Chief Executive (or designee within the Commissioner's Office):	<i>By signing below, I signify that my Department requests, and I approve of, this Waiver of Competitive Bidding.</i>
Printed Name:	
Date:	Ande A. Smith 12/7/18