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

PLANNING AND REQUIREMENTS SERVICES FOR THE CONSUMABLE INVENTORY SYSTEM (CIS)

CATS+ TORFP # J02B3400062

Maryland Department of Transportation (MDOT)
State Highway Administration (SHA)
Office of Information Technology (OIT)

Issue Date: July 1, 2015

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KEY INFORMATION SUMMARY SHEET

This CATS+ TORFP is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS+ Master Contractors approved to perform work in the Functional Area under which this TORFP is released shall respond to this TORFP with either a Task Order (TO) Proposal to this TORFP or a Master Contractor Feedback form (See Section 3).

Solicitation Title:	Planning and Requirements Services for the Consumable Inventory System (CIS)
Solicitation Number	J02B3400062
Functional Area:	FA5 – Software Engineering
Issue Date:	July 1, 2015
Questions Due Date and Time:	July 22, 2015
Closing Date and Time:	August 14, 2015
Requesting Agency:	Maryland Department of Transportation (MDOT) State Highway Administration (SHA) Office of Information Technology (OIT)
Send Questions and TO Proposals to:	**Email submission strongly preferred.** Dave Devlin ddevlin@mdot.state.md.us
TO Procurement Officer:	Dave Devlin Office Phone Number: 410-865-1230 Office Fax Number: 410-865-1388 ddevlin@mdot.state.md.us
TO Manager:	Daniel Joines Office Phone Number: 410-545-8033 Office FAX Number: 410-209-5051 DJoines@sha.state.md.us
TO Type:	Time and Materials
Period of Performance:	Eighteen (18) month base with an option period of up to Eighteen (18) additional months.
MBE Goal:	0% MBE Goal with 0% sub-goals
VSBE Goal:	0%
Small Business Reserve (SBR):	No

Primary Place of Performance:	TO Contractor’s facility
TO Pre-proposal Conference:	MDOT Headquarters, Harry Hughes Conference Room, Suite 3 7201 Corporate Center Drive Hanover, MD. 21076 07/ 16/ 2015 at 10:00 AM See Attachment 6 for directions.

1 - ADMINISTRATIVE INFORMATION

1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT

In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS+ TORFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments.

All times specified in this document are local time, defined as Eastern Standard Time or Eastern Daylight Time, whichever is in effect.

1.2 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the TO:

A. **TO Procurement Officer** – The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement.

B. **TO Manager** - The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administrative functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS+ Master Contract.

   The TO Manager will assign tasks to the personnel provided under this TORFP and will track and monitor the work being performed through the monthly accounting of hours deliverable for work types; actual work produced will be reconciled with the hours reported.

C. **TO Contractor** – The CATS+ Master Contractor awarded the TO -. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.

D. **TO Contractor Manager** - TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolve any issues that may arise pertaining to the TO Contractor - Personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.

   The TO Contractor will provide invoices as specified under Section 2.13 Invoicing. The TO Contractor is responsible for making payments to the TO Contractor personnel.

E. **TO -Contractor Personnel** – Any resource provided by the TO Contractor in support of this TORFP over the course of the TO period of performance.

F. **Key Personnel** – Any individual named in the TO Proposal by the Master Contractor to perform work under the scope of this TORFP. Proposed personnel shall start as of TO Agreement issuance unless specified otherwise

G. **MDOT Contract Management Office (CMO)** –The CMO is responsible for management of the TO contract after award.

1.3 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific TO Agreement, Attachment 3, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the TO Financial Proposal.

1.4 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. In the case of a paper TO Proposal submission, Offerors shall take such steps necessary to ensure the delivery of the paper submission by the date and time specified in the Key Information Summary Sheet and as further described in Section 3.

Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, Proposals received by the Procurement Officer after the due date will not be considered.

1.5 ORAL PRESENTATIONS/INTERVIEWS

All Offerors and proposed staff will be required to make an oral presentation to State representatives. The initial oral presentation will be uniform for all Offerors that meet minimum qualifications.

Significant representations made by an Offeror during the oral presentation shall be submitted in writing. All such representations will become part of the Offeror's proposal and are binding, if the TO Agreement is awarded to the Offeror. The TO Procurement Officer will notify Offeror of the time and place of oral presentations.

In the event that more than ten (10) qualified proposals are received, the TO Procurement Officer may elect to follow a down-select process as more fully described in Section 4.3.

1.6 QUESTIONS

All questions must be submitted via email to the TO Procurement Officer no later than the date and time indicated in the Key Information Summary Sheet. Answers applicable to all Master Contractors will be distributed to all Master Contractors who are known to have received a copy of the TORFP.

Answers can be considered final and binding only when they have been answered in writing by the State.

1.7 TO PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at the time, date and location indicated on the Key Information Summary Sheet. Attendance at the pre-proposal conference is not mandatory, but all Master Contractors are encouraged to attend in order to facilitate better preparation of their proposals.

Seating at the pre-proposal conference will be limited to two (2) attendees per company. Attendees should bring a copy of the TORFP and a business card to help facilitate the sign-in process.

The pre-proposal conference will be summarized in writing. As promptly as is feasible subsequent to the pre-proposal conference, the attendance record and pre-proposal conference summary will be distributed via e-mail to all Master Contractors known to have received a copy of this TORFP.

In order to assure adequate seating and other accommodations at the pre-proposal conference, please e-mail the TO Procurement Officer indicating your planned attendance no later than three (3) business days prior to the pre-proposal conference. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please contact the TO Procurement Officer no later than five (5) business days prior to the pre-proposal conference. The TO Requesting Agency will make reasonable efforts to provide such special accommodation.

1.8 CONFLICT OF INTEREST

The TO Contractor shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and shall do so impartially and without any conflicts of interest. Each Offeror shall complete and include with its TO Proposal a Conflict of Interest Affidavit and Disclosure in the form included as Attachment 4 in this TORFP. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject an Offeror’s TO Proposal under COMAR 21.06.02.03B.

Master Contractors should be aware that the State Ethics Law, General Provisions Article, Title 5, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

By submitting a Conflict of Interest Affidavit and Disclosure, the Offeror shall be construed as certifying all personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.

The TO Contractor awarded this TO Agreement will not be eligible to compete on any future Task Orders or RFP’s which are related to the implementation of the CIS project. The TO Contractor will be performing requirements analysis for the project, which will be the basis for the implementation RFP, and hence will not be allowed to compete for that work.

1.9 LIMITATION OF LIABILITY

The TO Contractor’s liability is limited in accordance with Section 27 of the CATS+ Master Contract. TO Contractor’s liability for this TORFP is limited to one (1) times the total TO Agreement amount.

1.10 CHANGE ORDERS

If the TO Contractor is required to perform work beyond the scope of Section 2 of this TORFP, or there is a work reduction due to unforeseen scope changes, a TO Change Order is required. The TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor’s proposed rates in the Master Contract and scope of the work change. No scope of work changes shall be performed until a change order is approved by DoIT and executed by the TO Procurement Officer.

1.11 TRAVEL REIMBURSEMENT

Expenses for travel and other costs shall not be reimbursed.

1.12 MINORITY BUSINESS ENTERPRISE (MBE)

This TORFP has NO MBE goals and sub-goals as stated in the Key Information Summary Sheet above.

1.13 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)

This TORFP has NO VSBE goals as stated in the Key Information Summary Sheet above.

1.14 NON-DISCLOSURE AGREEMENT

1.14.1 NON-DISCLOSURE AGREEMENT (OFFEROR)

THIS SECTION IS NOT APPLICABLE TO THIS TORFP

1.14.2 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

Certain system documentation may be required by the TO in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, , a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 11.

1.15 LIVING WAGE

The Master Contractor shall abide by the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry.

All TO Proposals shall be accompanied by a completed Living Wage Affidavit of Agreement, Attachment 13 of this TORFP.

1.16 IRANIAN NON-INVESTMENT

All TO Proposals shall be accompanied by a completed Certification Regarding Investments in Iran, Attachment 16 of this TORFP.

1.17 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

DoIT is responsible for contract management oversight on the CATS+ Master Contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of TOs under CATS+. This process typically applies to active TOs for operations and maintenance services valued at $1 million or greater, but all CATS+ TOs are subject to review.

Attachment 12 is a sample of the TO Contractor Self-Reporting Checklist. DoIT may send initial checklists out to applicable/selected TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the form. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

1.18 MERCURY AND PRODUCTS THAT CONTAIN MERCURY

THIS SECTION IS NOT APPLICABLE TO THIS TORFP

1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP

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2 - SCOPE OF WORK

2.1 PURPOSE

The OIT is issuing this CATS+ TORFP to obtain a broad range of technical services to support the planning and requirements analysis for the Office of Finance (OOF) Consumable Inventory System (CIS). This project is classified as a Major IT Development Project (MITDP) with DoIT (see http://doit.maryland.gov/policies/pages/mitdps.aspx) and shall support the DoIT systems development life cycle (SDLC) methodology. This effort will consist of producing deliverables specified within the four phases of the DoIT SDLC which include Initiation, Concept Development, Planning and Requirements Analysis. General guidelines and templates for the DoIT SDLC phases can be found at http://doit.maryland.gov/SDLC/Custom/Pages/Phase01Single.aspx.

In addition to the deliverables mandated by the DoIT SDLC, there are also IT Project Request (ITPR) requirements for projects in the MITDP classification. These standards can be found at http://doit.maryland.gov/policies/documents/policyplanning/fy13itprguidelines.pdf. The ITPR consists of a two-step process, the Project Planning Request (PPR) and the Project Implementation Request (PIR). The CIS project already has an approved PPR to complete work defined in DoIT SDLC phases 1-4; however, once the tasks and deliverables are completed through the requirements phase as specified in the ITPR standards, the project will not continue into the PIR phases (SDLC phases 5-8) until DoIT provides authorization through the PIR. The TO Contractor will be responsible for developing the draft deliverables needed by the PIR process.

The scope of this Task Order at Notice to Proceed (NTP) is to produce the deliverables as outlined in Section 2.7 below that meets these objectives on a Time and Materials basis. The Master Contractor shall describe the resources necessary to achieve the objectives described in this statement of work within a limited period of time (18 months for requirements, including authoring of the implementation solicitation).

After the PIR has been approved by DoIT, SHA has the authority and the option to request that the TO Contractor be authorized to proceed as the PMO for the PIR phases via a Work Order under this TORFP for the work in the PIR phases. Alternatively, SHA reserves the right to utilize internal SHA resources or conduct a second procurement to acquire a project manager resource for the PIR phases.

Only vendors submitting a proposal that can satisfy all task order requirements for SDLC phases 1-4 will be accepted for evaluation.

As part of the TO Proposal, **Master Contractors shall propose two (2) Key Personnel.** One (1) Project Management Lead resource shall be proposed, and the Master Contractor shall identify and propose one (1) additional resource with solid inventory system domain expertise in requirements documentation *and* extensive knowledge regarding how inventory transactions impact financial transactions and reporting (Business Analyst). The Master Contractor shall describe in a Staffing Plan the quantity and how additional resources shall be acquired to meet the needs of SHA. All other planned positions shall be described generally in the Staffing Plan, and may not be used as evidence of fulfilling company or personnel minimum qualifications.

Note: Master Contractors should be aware selected TO Contractor will not be allowed to participate in future related procurements for the CIS project.

2.2 REQUESTING AGENCY BACKGROUND

The SHA is responsible for all interstates, U.S. and Maryland numbered routes excluding those in Baltimore City and toll facility maintained highways. SHA operates, maintains and rebuilds the numbered, non-toll routes in Maryland's 23 counties – a total of 17,000 lane-miles and 2,576 bridges. The SHA Business Plan is available online at: www.roads.maryland.gov/oc/shabusinessetnl.pdf

2.3 PROJECT BACKGROUND

Currently SHA's OOF is responsible for the administration of an antiquated material & supplies inventory application; SHA uses Bradley-FAST, to manage the materials and supplies inventory at the Administration. The application is utilized by SHA's OOF, personnel at maintenance shops and a number of locations throughout the State to account for a variety of inventory items including but not limited to auto parts, hand tools, fuel, oil, road salt, and office supplies. Bradley-FAST also manages the inventory of road signs accounting for both the raw materials and finished goods. This application was developed in the early 1990s and was built on a now outdated technical platform. As inventory processes and interface requirements have evolved over years, a variety of "workarounds" and limited enhancement requests have been made to modify the Bradley-FAST application. The enhancements to the Bradley-FAST application have been exhaustive since the system was not meant to be scalable and therefore unable to adequately support these new requirements. The proactive management of supply items, as well as reporting and trend analysis of inventory, is inefficient or nonexistent with the current system. Additionally, the accuracy of reporting and tracking inventory items cannot be validated. Currently all inventory items are not contained in a central system. Furthermore, integration to SHA's financial system of record, FMIS, is a partially automated multi-step process. In order to properly regulate SHA's materials and supplies inventory it is necessary to re-engineer the current SHA inventory control process and provide a tool to adequately support this process.

In the late 1990s a workflow analysis and business process re-engineering study was conducted, which produced IDEF diagrams for the "As-Is" and "To-Be" processes related to inventory management at SHA which is included as Attachment 20 SHA Materials & Supplies Inventory Process Overview Document. In order to expedite the concept analysis and requirements phases of this effort, the TO Contractor shall leverage the existing documentation where feasible. Attachment 20 should also be used as a guide to determine the overall size and scope of this effort; however, this document will not be used as a substitute for any of the deliverables listed under Section 2 of this TORFP.

The objectives of the new CIS include the following:

A. Streamline the SHA materials & supplies inventory control process
B. Replace the existing Bradley-FAST materials & supplies inventory application which is antiquated and contains significant deficiencies
C. Eliminate redundant application tracking of inventory related items
D. Centralize all SHA materials & supplies inventory related items into a consolidated data store
E. Create one (1) SHA materials and supplies inventory control system which manages the materials and supplies inventory control process and the centralized data store

F. Process each type of materials and supplies inventory item in use within the system's functionality without the need for workarounds and manual processing
G. Provide proactive management and tracking of materials and supplies inventory items to include trend analysis and a full-feature reporting module and ad hoc reporting capabilities
H. Full integration to SHA's financial system of record, FMIS
I. Provide notification alerts via email to update appropriate staff to data conditions requiring attention

The scope of this task order is to produce the deliverables defined in the DoIT SDLC phases 1-4 outlined below.

2.4 PROFESSIONAL DEVELOPMENT

THIS SECTION IS NOT APPLICABLE TO THIS TORFP

2.5 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall comply with all applicable laws, regulations, policies, standards, and guidelines affecting information technology and 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 security and technology project execution.

The foregoing may include, but are not limited to, the following policies, guidelines and methodologies can be found at the DoIT site (http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx). These may include, but are not limited to:

A. The State of Maryland System Development Life Cycle (SDLC) methodology
B. The State of Maryland Information Technology Security Policy and Standards
C. The State of Maryland Information Technology Non-Visual Access Standards
D. The TO Contractor shall follow project management methodologies consistent with the Project Management Institute's Project Management Body of Knowledge Guide
E. TO Contractor assigned personnel shall follow a consistent methodology for all TO activities
F. The State's Information Technology Project Oversight Policies

2.6 REQUIREMENTS

All work shall adhere to the SDLC methodology and standards established by DoIT for all applicable phases of work. SHA will provide to the TO Contractor background material on the systems that will be replaced by this project and the associated business processes. Task assignments may require the TO Contractor to meet with all levels of employees (front-line worker, team leader, middle manager, senior manager, etc.) within the SHA business areas. The OIT values a team approach to project work efforts; the proposed resources for each assignment shall possess good people skills and be skilled in facilitating project team interactions.

A Project Kickoff Meeting is expected to be held at the start to introduce all project stakeholders to the project goals, objectives and management process. Throughout the project, the TO Contractor shall provide a status report every month and support the day-to-day running of the project consistent with the *PMI PMBOK*. Oversight includes but is not limited to entering updates into SHA's project tracking system, maintaining current and archival files, collecting and distributing information to and from stakeholders, responding to phone calls and email, scheduling and attending ad hoc meetings, drafting and distributing meeting minutes, and engaging in task order performance discussions.

2.6.1 WORK SPACE, WORKSTATIONS, NETWORK CONNECTIVITY AND SOFTWARE

The TO Contractor will provide all necessary office space, network connectivity and required workstation hardware/software necessary to complete the requirements of this Task Order.

2.6.2 Collective Experience

The OIT values a team approach to project work efforts. The Offeror shall describe how the Key Personnel proposed and any non-specific resources described in the Staffing Plan have expertise in the following:

A) Project Management documentation
B) Holding joint application development (JAD) sessions
C) Producing process flow diagrams
D) Creating requirements documents
E) Generating and managing complex project schedules
F) Experience with eliciting requirements, selecting, designing, and/or implementing financial systems such as inventory management

The Agency is very interested in Offerors who present resources who have demonstrated experience with implementing inventory systems and tailoring associated fiscal reporting. The Agency is also interested in Offerors with experience in more than one COTS-based inventory system, to encourage requirements completeness without bias to a particular inventory product.

The Contractor shall develop the OOF CIS System business processes and associated requirements to include/incorporate how OOF CIS inventory transactions will impact the Agency's financial processes and associated reporting.

2.7 DELIVERABLES

All deliverables are subject to review by DoIT as part of the MITDP oversight process; TO Contractors should anticipate this additional review process.

Tasks included with in this TORFP are divided by SDLC phase as described below starting with the guaranteed work in DoIT SDLC Phases 1-4.

Master Contractors shall be advised that the documentation, including authoring any subsequent solicitations for project implementation, will need to be developed concurrently during the course of Phases 1-4.

2.7.1 Phase 1 – Initiation

The Initiation Phase begins when agency management determines that a business process requires enhancement through an agency information technology (IT) project and investment in the application of IT assets. Enhancements or changes to business processes may be prompted by business process improvement activities, changes in business functions, IT advancements, and/or external sources, such as changes in public law or federal statutes.

Objectives:

1. Establishment of project sponsorship
2. Development of the Concept Proposal and Project Charter
3. Formation of the Planning Team
4. Identification and initial analysis of the business improvement(s)
5. Approval to progress to the Concept Development Phase

Goal **-** The purpose of the Initiation Phase is to start the project.

2.7.1.1 Phase 1 – Initiation - Task Requirements:

2.7.1.1.1 The TO Contractor shall develop materials for a Kick-off Meeting and hold the Kick-off Meeting during this phase.

2.7.1.1.2 The TO Contractor shall conduct meetings to review the project approach, business drives, goals, and objectives.

2.7.1.1.3 The TO Contractor shall conduct meetings to review project deliverables, milestones, and the project schedule.

2.7.1.1.4 The TO Contractor shall conduct planning activities to produce the deliverables described below for the Phase 1 – Initiation – Description of Deliverables.

2.7.1.1.5 The TO Contractor shall identify, define, combine, unify, and coordinate all project activities, TO Contractor staff, SHA staff, and other contractors for successful project completion.

2.7.1.1.6 The TO Contractor shall participate in biweekly project status meetings to discuss project activities and progress.

2.7.1.1.7 The TO Contractor shall deliver Monthly status reports throughout the contract duration.

2.7.1.2 Phase 1 – Initiation – Description of Deliverables:

Each of the following deliverables shall be developed by the TO Contractor with guidance and input from the SHA business area and OIT. Draft deliverables are to be submitted and revised in accordance with the Deliverables Submission process as described in Section 2.7.6 below. All deliverables will follow the required project policies, guidelines, and methodologies as described in Section 2.5 above.

2.7.1.2.1 **Concept Proposal –** describes the need or opportunity to improve existing agency business functions using automation and technology. This document identifies unmet strategic goals or mission performance improvements.

2.7.1.2.2 **Project Charter –** identifies the Project Manager, Project Sponsor, and Executive Sponsor and authorizes the Project Manager to execute the project.

2.7.2 <u>Phase 2 – Concept Development</u>

The Concept Development Phase begins after the approval of the Concept Proposal and Project Charter, the completion of the Initiation project status review, and the approval to proceed to the Concept Development Phase. The focus of the phase is two-fold: 1) evaluate feasibility of alternatives and 2) clearly define and approve project scope, including the system, all deliverables, and all required activities.

Objectives:

1. Analysis of the business need
2. Definition of project scope
3. Evaluation of technical alternatives
4. Formation of the project acquisition strategy
5. Baseline analysis of risks
6. Approval of project costs and obtaining of current fiscal year funding
7. Definition of planning roles and responsibilities
8. Development of the initial Work Breakdown Structure (WBS)
9. Determination of project viability
10. Detailed analysis and investigation of project details to further define the project scope
11. Approval to progress to the Planning Phase

Goal **-** The purpose of the Concept Development Phase is to define the project scope.

2.7.2.1 Phase 2 – Concept Development – Task Requirements

1. The TO Contractor shall conduct meetings, interviews, JAD sessions and any other elicitation technique they deem appropriate to ascertain the background information needed to produce the deliverables described below for Phase 2 – Concept Development – Description of Deliverables.
2. The TO Contractor shall conduct planning activities to produce the deliverables described below for Phase 2 – Concept Development – Description of Deliverables.
3. The TO Contractor shall conduct meetings to review project deliverables, milestones, and the project schedule.
4. The TO Contractor shall identify, define, combine, unify, and coordinate all project activities, TO Contractor staff, SHA staff, and other contractors for successful project progress in the Requirements phase.
5. The TO Contractor shall participate in biweekly project status meetings to discuss project activities and progress.
6. The TO Contractor shall deliver Monthly status reports throughout the contract duration.

2.7.2.2 Phase 2 – Concept Development – Description of Deliverables:

Each of the following deliverables shall be developed by the TO Contractor with guidance and input from the SHA business area and OIT. Draft deliverables are to be submitted and revised in accordance with the Deliverables Submission process as described in Section 2.7.6 below. All deliverables will follow the required project policies, guidelines, and methodologies as described in Section 2.5 above.

1. Project Scope Statement (PSS) – documents the scope of a project and its business case with the high-level requirements, benefits, business assumptions, alternatives analysis, and program costs and schedules.
2. Project Organization Chart – a graphical depiction of the project hierarchical positions and relationships.

3. Responsibility Assignment Matrix (RAM) – defines in detail the roles, authority, responsibility, skills, and capacity requirements for all project tasks needed to complete the project. The Agency and TO Contractor responsibilities are addressed in the RAM.
4. Project Staffing Estimates – details a preliminary estimate of resources required to complete the project and serves as an input for the project staffing management plan in the next phase.
5. Work Breakdown – a decomposition of all the work necessary to complete a project. A WBS is arranged in a hierarchy and constructed to allow for clear and logical groupings, either by activities or deliverables. The WBS serves as an early foundation for effective schedule development and cost estimating where each individual lowest level tasks cannot exceed 80 hours. The WBS should be accompanied by a WBS Dictionary, which lists and defines WBS elements.

2.7.3 Phase 3 – Planning

The Planning Phase focuses principally on required project planning work. Proper comprehensive project planning is essential to a successful IT project, and incomplete project planning and analysis are frequently root causes of project failure. Most project planning is conducted as part of the *Project Management Institute's (PMI) Project Management Body of Knowledge (PMBOK) PMBOK* Integration Management work, which includes defining the processes necessary to identify, define, combine, unify, and coordinate all project activities for successful project progress in the Requirements phase.

Objectives:

1. Assessment and description of the procurement management strategy
2. Elaboration and refinement of the project scope, schedule, risks, and costs
3. Assessment and description of activities to coordinate all relevant subsidiary plans
4. Definition of procedures for how the project will be executed, monitored, controlled, and closed
5. Planning the future course of action
6. Development of the Project Management Plan(s) (PMP)
7. Approval to progress to the Requirements Analysis Phase

Goal **-** The purpose of the Planning Phase is to plan all project processes and activities required to ensure project success and to create a comprehensive set of plans, known as the PMP, to manage the project from this phase until project termination.

2.7.3.1 Phase 3 – Planning Phase – Task Requirements:

1. The TO Contractor shall conduct meetings to review the project approach, business drives, goals, and objectives.
2. The TO Contractor shall conduct meetings to review project deliverables, milestones, and the project schedule.
3. The TO Contractor shall conduct planning activities to produce the deliverables described below for Phase 3 – Planning Phase – Description of Deliverables.
4. The TO Contractor shall identify, define, combine, unify, and coordinate all project activities, TO Contractor staff, SHA staff, and other contractors for successful project progress in the Requirements phase.

5. The TO Contractor shall participate in biweekly project status meetings to discuss project activities and progress.
6. The TO Contractor shall deliver Monthly status reports throughout the contract duration.
7. The TO Contractor shall update the documentation produced in prior phases as necessary to support the ongoing project.

2.7.3.2 Phase 3 – Planning Phase – Description of Deliverables:

Each of the following deliverables shall be developed by the TO Contractor with guidance and input from the SHA business area and OIT. Draft deliverables are to be submitted and revised in accordance with the Deliverables Submission process as described in section 2.7.6 below. All deliverables will follow the required project policies, guidelines, and methodologies as described in section 2.5 above.

Project Management Plan – The Project Management Plan (PMP) documents how the project team will plan, execute, monitor, control, and close the project. The PMP details the approach to manage the project and ensure optimal project performance. The TO Contractor will be expected to revise all project deliverables during the course of the project as it progresses to reflect updates and approved changes. The PMP shall include:

A. Scope Management Plan
B. Schedule Management Plan
C. Cost Management Plan
D. Quality Management Plan
E. Change Management Plan
F. Staffing Management Plan
G. Communication Management Plan
H. Risk Management Plan
I. Procurement Management Plan

2.7.4 Phase 4 – Requirements Analysis

The Requirements Analysis Phase begins when the previous phase objectives have been achieved. Documentation related to user requirements from the Concept Development Phase and the Planning Phase shall be used as the basis for further user needs analysis and the development of detailed requirements. Observation of current processing, evaluation of current business-side documents, direct interviews with users and JAD sessions are methods expected to be performed by the TO Contractor determine the system requirements. The TO Contractor may also include additional methods for requirements analysis in their proposal.

Objectives:

1. Definition of approved requirements
2. Creation of the Functional Requirements Document and Requirements Traceability Matrix
3. Development of planned test activities
4. Approval to progress to the Design Phase

Goal **-** The purpose of the Requirements Analysis Phase is to transform the needs and high-level requirements specified in earlier phases into unambiguous (measurable and testable), traceable, complete, consistent, and stakeholder-approved requirements. During the Requirements Analysis Phase, the agency will conduct any procurement needed for the project.

2.7.4.1 Requirements Analysis Phase – Task Requirements:

1. The TO Contractor shall use the existing background materials with guidance and input from the SHA business area and OIT to develop the Phase 4 Deliverables described below. Observation of current processing, evaluation of current business-side documents, direct interviews with users and JAD sessions are methods expected to be performed by the TO Contractor. The TO Contractor may substitute their own methods or include additional methods for requirements elicitation, analysis, and validation in their proposal.
2. The TO Contractor shall investigate what other state Departments of Transportation and similar organizations are using to meet this need and identify if there are commercially available solutions. The TO Contractor shall NOT directly contact any companies regarding any potential solution nor obtain information (including pricing) not readily available in company marketing materials.
3. The TO Contractor shall update and maintain the RTM throughout the project.
4. The TO Contractor's Project Team shall review the FRD and its consistency with respect to the sponsor's business processes and business needs.
5. The TO Contractor's Project Team shall review the requirements readiness for application design ensuring that all requirements are testable and traceable.
6. The TO Contractor shall use the deliverables from earlier phases, the approved FRD from this phase, and the most recent CATS+ TORFP template (which SHA will provide) with guidance from OIT to draft an Implementation TORFP. This can be done concurrently with the updates to the RTM, the development of the TMP and the development of the PIR.
7. The TO Contractor shall use all project deliverables and the most recent DoIT template (which SHA will provide) with guidance from OIT to draft the PIR.
8. The TO Contractor shall identify, define, combine, unify, and coordinate all project activities, TO Contractor staff, SHA staff, and other contractors for successful project progress in the Requirements phase.
9. The TO Contractor shall participate in biweekly project status meetings to discuss project activities and progress.
10. The TO Contractor shall deliver Monthly status reports throughout the contract duration.
11. The TO Contractor shall update the documentation produced in prior phases as necessary to support the ongoing project.

2.7.4.2 Phase 4 – Description of Deliverables:

Each of the following deliverables is to be developed by the TO Contractor with guidance and input from the SHA business area and OIT. Draft deliverables are to be submitted and revised in accordance with the Deliverables Submission process as described in Section 2.7.6 below. All deliverables will follow the required project policies, guidelines, and methodologies as described in Section 2.5 above.

1. **Functional Requirements Document (FRD) –** a formal statement of a system's functional requirements, including, but not limited to: functional process requirements, data requirements, system interface requirements, and non-functional or operational requirements.
2. **Implementation TORFP –** a CATS+ Task Order Request For Proposals describing the work needed to design and implement the system that will be released once PIR approval has been received. The state will draft and acquire approval for both funding and MBE goals.
3. **Requirements Traceability Matrix (RTM)** – a table that links requirements to their origins and traces them throughout the project life cycle. Developing the RTM helps to ensure that each requirement adds business value and that approved requirements are delivered.
4. **Test Master Plan (TMP) –** documents the scope, content, methodology, sequence, management of, and responsibilities for test activities.
5. **Project Implementation Request (PIR) –** a request to DoIT to continue forward to design and implementation. The TO Contractor shall draft the request, ensure all required items are provided, and assist in responding to all comments, questions and requests from DOIT.

2.7.5 Phases 5-8 – Design through Implementation (Optional)

Once the project proceeds to the SDLC phase 5, SHA may elect to request support from the TO Contractor to manage, on SHA's behalf, the design and implementation of the project as the Project Management Office (PMO). In the event that SHA requests this activity, the scope of the work to be performed, including any deliverables, will be fully described in a Work Order following the process in 2.15.

However, the intent for a Work Order requesting SDLC Phase 5-8 support for the CIS project would include such things as:

A. Providing support for the implementation TORFP evaluation.
B. Project Management oversight activities.
C. Conduct both an initial test of each software deliverable for stability and completeness in advance of SHA staff conducting User Acceptance Testing.
D. Conducting basic regression testing as subsequent releases are delivered.
E. Subject Matter Expert knowledge transfer during implementation phases
F. Other activities as required to support the CIS project.

Master Contractors should note that, should this option be chosen, there may be a time gap between the completion of the Time and Materials-based deliverables specified for phases 1-4 and the award of the implementation TORFP.

A Master Contractor should describe in its TO Proposal its strategy for retaining personnel during this time gap, to minimize staff turnover on the CIS project.

2.7.6 DELIVERABLE SUBMISSION

For every deliverable, the TO Contractor shall submit by email an Agency Deliverable Product Acceptance Form (DPAF), provided as Attachment 9, to the TO Manager in MS Word (2007 or greater).

Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project and/or Microsoft Visio versions 2007. At the TO Manager's discretion, the TO Manager may request one hard copy of a written deliverable.

A standard deliverable review cycle will be elaborated and agreed-upon between the State and the TO Contractor. This review process is entered into when the TO Contractor completes a deliverable.

For any written deliverable, the TO Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in Section 2.7.8. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in Section 2.7.8.

2.7.7 DELIVERABLE ACCEPTANCE

A final deliverable shall satisfy the scope and requirements of this TORFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in Section 2.7.9 Deliverable Descriptions/Acceptance Criteria.

The TO Manager shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The TO Manager is responsible for coordinating comments and input from various team members and stakeholders. The TO Manager is responsible for providing clear guidance and direction to the TO Contractor in the event of divergent feedback from various team members.

The TO Manager will issue to the TO Contractor a notice of acceptance or rejection of the deliverable in the DPAF (Attachment 9). Following the return of the DPAF indicating "Accepted" and signed by the TO Manager, the TO Contractor shall submit a proper invoice in accordance with the procedures in Section 2.13.

In the event of rejection, the TO Manager will formally communicate in writing any deliverable deficiencies or non-conformities to the TO Contractor, describing in those deficiencies what shall be corrected prior to acceptance of the deliverable in sufficient detail for the TO Contractor to address the deficiencies. The TO Contractor shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.

At the TO Manager's discretion, subsequent project tasks may not continue until deliverable deficiencies are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks.

2.7.8 MINIMUM DELIVERABLE QUALITY

The TO Contractor shall subject each deliverable to its internal quality-control process prior to submitting the deliverable to the State.

Each deliverable shall meet the following minimum acceptance criteria:

A) Be presented in a format appropriate for the subject matter and depth of discussion.

B) Be organized in a manner that presents a logical flow of the deliverable's content.

C) Represent factual information reasonably expected to have been known at the time of submittal.

D) In each section of the deliverable, include only information relevant to that section of the deliverable.

E) Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.

F) Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.

G) Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.

A draft written deliverable may contain limited structural errors such as incorrect punctuation, and shall represent a significant level of completeness toward the associated final written deliverable. The draft written deliverable shall otherwise comply with minimum deliverable quality criteria above.

2.7.9 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

Deliverable ID #	Deliverable Description	Acceptance Criteria	Frequency / Due Date

Deliverable ID #	Deliverable Description	Acceptance Criteria	Frequency / Due Date
2.7.9.1	Kickoff Meeting – Award 1	MS Word document (version 2007 or higher) containing meeting minutes that document: a. Meeting attendees or sign-in sheet b. High level elements of the project including goals, milestones, and project planning activities c. Roles and contributions of the stakeholders d. High level project risks e. Overview of project processes f. General summary of the discussion g. Next steps and/or action item outcomes	Within 10 days of NTP Award 1
2.7.9.2	Monthly Status Reports	MS Word document or MS Excel spreadsheet containing the following: a. Tasks and status (completed, in-progress, on-hold, pending), and issues identified in relation to the current month's progress towards the completion of the deliverables defined in Section 2.7 b. Proposed activities for the upcoming month c. A list of all submitted invoices including the invoice number, date submitted, amount, and status (payment received or payment pending). d. Also include total payment received, total payment pending, and amount remaining to be invoiced.	15th of Each Month
2.7.9.3	Concept Proposal	Use the SDLC MS Word Template for the Concept Proposal and include the following: a) Brief description (2-5 pages) of the project covering the following areas i) High-level performance goals ii) Expected benefits iii) Baseline assessment iv) Rough order of magnitude estimate for the total acquisition costs v) List the sponsor/manager names with signatures Any/all variances of the SDLC templates shall be approved in advance by the State project manager.	NTP Award 1 + 30 Calendar Days

Deliverable ID #	Deliverable Description	Acceptance Criteria	Frequency / Due Date
2.7.9.4	Project Charter	Use the SDLC MS Word Template for the Project Charter and include the following: a. Purpose of project b. High level requirements discussed in no more than 2 paragraphs c. Constraints, assumptions, risks and risk mitigation strategies d. Preliminary project milestones e. Summary Estimated Budget f. Project governance requirements – how the project will be managed and overseen, who decides the project is successful, who signs off on progress, changes and completion g. Project manager responsibilities Any/all variances of the SDLC templates shall be approved in advance by the State project manager.	NTP Award 1 + 30 Calendar Days
2.7.9.5	Project Organization Chart	MS Word document or MS Excel Spreadsheet containing the following: a. A graphical depiction of the project's hierarchical positions and relationships b. Key project personnel c. Relationships between the team members d. Identify the required roles	NTP Award 1 + 120 Calendar Days
2.7.9.6	Project Scope Statement (PSS)	Use the SDLC MS Word Template for the Project Scope Statement (PSS) and include the following: a. Describe high-level business functions and non-functional requirements of the project, as well as, items that are not within the project scope b. Give measurable success criteria (productivity improvements, cost reductions, business process improvement, citizen support, revenue enhancements) for each objective that is to be met by the project c. Deliverable that will be required and acceptance criteria for each deliverable d. Estimate of total project cost to include hidden costs, recurring costs and nonrecurring costs e. Statement of general accuracy of the cost estimate f. Expected benefits from project, include tangible and intangible benefits Any/all variances of the SDLC templates shall be approved in advance by the State project manager.	NTP Award 1 + 120 Calendar Days

Deliverable ID #	Deliverable Description	Acceptance Criteria	Frequency / Due Date
2.7.9.7	Responsibility Assignment Matrix (RAM)	MS Word document or MS Excel Spreadsheet containing the following: a. Detail listing of roles (authority, responsibility, skills) responsible for completing each project task Distinguish roles to be completed by agency and by contractors	NTP Award 1 + 120 Calendar Days
2.7.9.8	Work Breakdown Structure and Dictionary	MS Project document that contains the following: a. Chronology of tasks without assigning specific time frames or start / completion dates including tasks to be performed by the TO Contractor, State, and third parties as appropriate for the deliverables defined in Section 2.7. Work Breakdown Dictionary defining all project activities from planning to implementation.	NTP Award 1 + 120 Calendar Days
2.7.9.9	Project Management Plan (PMP) Includes subsidiary plans.	The Project Management Plan (PMP) contains subsidiary plans which outline the processes, activities, resources, dependencies, risks, costs, schedule, procurement, and quality standards necessary to effectively manage the project through implementation. Use the SDLC MS Word Template for the Project Management Plan and include the following sections: a. Scope Management Plan b. Schedule Management Plan c. Cost Management Plan d. Quality Management Plan e. Change Management Plan see the SDLC MS Word Template for the Change Management Plan f. Staffing Management Plan see the SDLC MS Word Template for the Staffing Management Plan g. Communication Management Plan see the SDLC MS Word Template for the Communication Management Plan h. Risk Management Plan see the SDLC MS Word Template for the Risk Management Plan i. Procurement Management Plan Any/all variances of the SDLC templates shall be approved in advance by the State project manager.	NTP Award 1+ 180 Calendar Days

Deliverable ID #	Deliverable Description	Acceptance Criteria	Frequency / Due Date
2.7.9.10	Functional Requirements Document (FRD)	Use the SDLC MS Word Template for the Functional Requirements Document (FRD) and include the following: a. Description of capabilities the application should have (functional process, data, system interface, non-functional, and/ or operational requirements). b. A complete set of requirements to fully describe the project without room for any assumptions. c. No references to specific technology. The requirements shall be solution independent. The FRD shall adhere to the following quality criteria: a. Unambiguity (Does each requirement permit only a single interpretation?) b. Completeness (Have all necessary functions been taken into account?) c. Checkability (Is it possible to check that the requirements are met?) d. Consistency (Are the requirements conflicting?) e. Intelligibility (Is the requirement intelligible to all stakeholders?) f. Origin (Is the origin/justification of the requirement clearly described?) g. Flexibility and correlations (Is it possible to change the requirement without affecting other requirements?) h. Traceability (Can each requirement be unambiguously identified?) i. Suitability (Do the defined system functions correspond to the wishes and needs of the user?) Any/all variances of the SDLC templates shall be approved in advance by the State project manager.	NTP Award 1 + 300 Calendar Days

Deliverable ID #	Deliverable Description	Acceptance Criteria	Frequency / Due Date
2.7.9.11	Implementation TORFP	Use the DoIT CATS+ MS Word Template, DoIT CATS+ Guidance for Writing a TORFP, in addition to the State SDLC and include the following: a. Purpose b. Requesting Agency Background c. Functional / Business Requirements d. Technical Requirements e. Non-Functional, Non-Technical Requirements f. Service Level Agreement g. Deliverables (including acceptance criteria) h. Minimum Qualifications i. Requirements associated with project delivery (including training, implementation requirements, etc.) The TORFP shall be complete, clear, consistent, and unambiguous.	NTP Award 1 + 300 Calendar Days
2.7.9.12	Requirements Traceability Matrix (RTM)	Use the SDLC MS Word Template for the Functional Requirements Document (FRD) and include the following: a. List each requirement from the FRD b. Include columns for each of the following in the RTM: i. Requirement description ii. Requirement reference in FRD iii. Verification Method iv. Requirement reference in Test Plan Any/all variances of the SDLC templates shall be approved in advance by the State project manager.	NTP Award 1 + 330 Calendar Days
2.7.9.13	Test Master Plan (TMP)	MS Word document which clearly identifies the scope, content, methodology, sequence, management of, and responsibilities for all test activities, including: a. Unit/model testing b. Subsystem integration testing c. Independent security testing d. System testing e. Independent acceptance testing f. Regression testing g. Beta testing Any/all variances of the SDLC templates shall be approved in advance by the State project manager.	NTP Award 1 + 330 Calendar Days

Deliverable ID #	Deliverable Description	Acceptance Criteria	Frequency / Due Date
2.7.9.14	Project Implementation Request (PIR)	MS Word document which requests approval to continue forward to design and implementation (SDLC phases 5-9) of the project, based on the information developed during the PPR process and includes: a. Design b. Development c. Integration and Testing d. Implementation e. Operations and Maintenance	NTP Award 1 + 330 Calendar Days

2.8 OFFEROR'S MINIMUM QUALIFICATIONS

2.8.1 COMPANY MINIMUM QUALIFICATIONS

Only those Master Contractors that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation. The Master Contractor's proposal will be used to verify minimum qualifications.

Only Master Contractor qualifications may be used to demonstrate meeting company minimum qualifications.

The Master Contractor's proposal shall demonstrate meeting the following minimum requirements:

The Master Contractor shall demonstrate it has, within the last four (4) years, written requirements, designed, and implemented at least two (2) projects currently deployed into production that meets both the following:

1. Is a materials and supplies inventory management system with at least 12,157 stock numbers and 108 system users.
2. Is integrated with at least one other, separate system.

2.8.2 PERSONNEL MINIMUM QUALIFICATIONS

2.8.2.1 PROJECT MANAGEMENT LEAD

The Project Management Lead resource, regardless of CATS+ labor classification, shall have a current Project Management Institute (PMI)® – Project Management Professional (PMP) certification or equivalent, determined by the TO Procurement Officer.

2.8.2.2 BUSINESS ANALYST

The Business Analyst shall, regardless of CATS+ labor classification, have a demonstrated lead role in performing all of the following for at least two (2) materials and supplies inventory implementations, each with at least 12,157 stock numbers and 108 system users:

1. Writing requirements and supporting implementation for a materials and supplies inventory system.
2. Performing options analysis for each inventory system based on requirements.

3. Demonstrated experience documenting fiscal processes and procedures tied to inventory movement transactions.
4. Demonstrated experience with at least one of the following: writing requirements for financial reports and/or creation of financial reports related to inventory transactions.
5. Both implementations must be completed within the past five (5) years.

2.9 TO CONTRACTOR AND PERSONNEL OTHER REQUIREMENTS

The following qualifications are expected and will be evaluated as part of the technical proposal.

Personnel Additional Qualifications
Project Manager has experience with inventory systems, integrating inventory system with a separate financial system.

Business Analyst has:
1. Knowledge of recording the financial impact of consumable inventory transaction in enterprise financial systems.
2. Experience with writing requirements, and supporting implementation for, more than one COTS inventory product (different versions of the same COTS product do not count).
3. Experience tailoring inventory system reports to support an organization.

2.9.1 Contractor Experience

TO Master Contractor and proposed personnel experience with State projects classified as MITDP by DoIT is preferable but not required.

The Master Contractor is expected to propose at least two individuals, one of whom is the Project Management Lead., but no more than four total individuals.

2.9.2 Preferred Qualifications for any Resources Performing Requirements Analysis or Business Process Documentation

For any personnel performing duties on the TO that are considered business analysis tasks (e.g., requirements elicitation, documentation and management or business process documentation), it is preferable that the proposed resource(s) have a one of the following certifications or equivalent.

A. International Institute of Business Analysis (IIBA)® – Certified Business Analysis Professional™ (CBAP®)
B. International Institute of Business Analysis (IIBA)® - Certification of Competency in Business Analysis™ (CCBA®)
C. International Institute for Learning, Inc. (IIL) - Business Analysis Certificate Program (BACP)

2.9.3 DIRECTED PERSONNEL REPLACEMENT

A. The TO Manager may direct the TO Contractor to replace any TO Contractor Personnel who, in the TO Manager's opinion, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, Department, or Contract or Task Order requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in Section 2.10.1.1.C. If after such remediation the TO Manager determines that the personnel performance has not improved to the level necessary to continue under the Task Order, if at all possible at least fifteen (15) days notification by the TO Manager of a directed replacement will be provided. However, if the TO Manager deems it necessary and in the State's best interests to remove the TO Contractor Personnel with less than fifteen (15) days' notice, the TO Manager can direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.

B. In circumstances of directed removal, the TO Contractor shall provide a suitable replacement for approval within fifteen (15) days of the notification of the need for removal, or the actual removal, whichever occurs first.

C. If deemed appropriate in the discretion of the TO Manager, the TO Manager shall give written notice of any personnel performance issues to the TO Contractor, describing the problem and delineating the remediation requirement(s). The TO Contractor shall provide a written Remediation Plan within three (3) days of the date of the notice and shall implement the Remediation Plan immediately upon written acceptance by the TO Manager. If the TO Manager rejects the Remediation Plan, the TO Contractor shall revise and resubmit the plan to the TO Manager within five (5) days, or in the timeframe set forth by the TO Manager in writing.

D. Should performance issues persist despite the approved Remediation Plan, the TO Manager will give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the substitution of TO Contractor Personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the TO Contractor Personnel at issue.

E. Replacement or substitution of TO Contractor Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Task Order or which otherwise may be available at law or in equity.

2.10 SUBSTITUTION OF PERSONNEL

2.10.1.1 PRIOR TO TASK ORDER EXECUTION

Prior to Task Order Execution or within thirty (30) days after Task Order Execution, the Offeror may substitute proposed Key Personnel only under the following circumstances: vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an Extraordinary Personnel Event, or death of such personnel. To qualify for such substitution, the Offeror must demonstrate to the State's satisfaction the event necessitating substitution and that the originally proposed staff is actual full-time personnel employed directly with the Offeror (subcontractors, temporary staff or 1099 contractors do not qualify). Proposed substitutions shall be of equal caliber or higher, in the State's sole discretion. Proposed substitutes deemed by the State to be less qualified than the originally proposed individual may be grounds for pre-award disqualification or post-award termination.

An **Extraordinary Personnel Event –** means Leave under the Family Medical Leave Act; or an incapacitating injury or incapacitating illness; or other circumstances that in the sole discretion of the State warrant an extended leave of absence, such as extended jury duty or extended military service.

2.10.1.1 SUBSTITUTION AFTER TASK ORDER EXECUTION

The procedure for substituting personnel after Task Order execution is as follows:

After award, the Master Contract shall submit requests to the TO Manager and MDOT CMO. MDOT CMO and the TO Manager will perform a concurrent review of the request as follows:

A) The TO Contractor may not substitute personnel without the prior approval of the TO Manager.

B) To replace any personnel, the TO Contractor shall submit resumes of the proposed personnel specifying their intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.

C) Proposed substitute personnel shall be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.

2.11 RETAINAGE

THIS SECTION IS NOT APPLICABLE TO THIS TORFP

2.12 PREMISES AND OPERATIONAL SECURITY

A) Prior to commencement of the work, TO Contractor employees and subcontractors to be assigned to perform work under the resulting TO Agreement shall be required to submit background check certification to SHA from recognized Law Enforcement Agencies, including the FBI. TO Contractor shall be responsible for ensuring that its employees’ and subcontractors’ background check certifications are renewed annually, and at the sole expense to the TO Contractor. SHA reserves the right to disqualify any TO Contractor employees or subcontractors whose background checks suggest conduct, involvements, and/or associations that SHA determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this TORFP. SHA reserves the right to perform additional background checks on TO Contractor and subcontractor employees.

B) Further, TO Contractor employees and subcontractors may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Contractor employees and subcontractors to be accompanied while on secured premises.

C) TO Contractor employees shall, while on State premises, display their State issued identification cards without exception.

D) TO Contractor shall require its employees to follow the State of Maryland and SHA IT Security Policy and Standards throughout the term of the Contract.

E) The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States citizens, prior to commencement of work under the resulting Contract.

F) TO Contractor shall remove any employee from working on the resulting Contract where the State of Maryland provides evidence to the TO Contractor that said employee has not adhered to the security requirements specified herein.

G) The cost of complying with all security requirements specified herein are the sole responsibilities and obligations of the TO Contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

TO Contractor shall complete a criminal background check prior to any individual TO Contractor Personnel being assigned work on the project. TO Contractor shall provide a Criminal Background Check Affidavit (Attachment 18) prior to any work commencing on the Task Order.

2.13 INVOICING

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract. Payment of invoices shall be withheld if a signed Attachment 9 – Acceptance of Deliverable form, is not submitted The TO Contractor shall fill out the form and email to the TO Manager for signature prior to submitting an invoice.

The TO Contractor shall submit monthly invoices for approval and payment that coincide with the submission of the monthly status reports on or before the 10th day of the month following receipt of the approved notice(s) of acceptance from the TO Manager. A copy of the notice(s) of acceptance shall accompany all invoices submitted for payment or payment may be withheld.

Any work performed during non-business hours shall be billed based on actual time worked at the approved TO labor rate.

2.13.1 <u>INVOICE FORMAT</u>

A) Proper invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, Task Order Manager as the recipient, date of invoice, TO Agreement number and title, invoiced item description, period of performance covered by the invoice, a total invoice amount, and a TO Contractor point of contact with telephone number.

B) All invoices submitted for payment shall be accompanied by signed notice(s) of acceptance as described below. Payment of invoices will be withheld if the appropriate signed acceptance form documentation is not submitted.

   1) To be considered a proper T&M invoice (for Task Order requirements and for T&M Work Orders issued under this Task Order) the TO Contractor shall include with the signed invoice a signed DPAF for each deliverable being invoiced, including monthly status reports and signed timesheet as described in section 2.13.2. Include for each person covered by the invoice the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount and a copy of each person’s timesheet for the period signed by the TO Manager.

   2) To be considered a proper Fixed Price invoice (for Task Order requirements and for fixed price Work Orders issued under this Task Order) the TO Contractor shall include with the signed invoice a signed DPAF (Attachment 9) for each deliverable invoiced. Payment will only be made upon completion and acceptance of the deliverables as defined in Section 2.7.

C) Invoices and all required documentation shall reflect the first day of the month through the last day of the month, only. Any documentation showing hours worked the days before or after any given documented month will be incorrect and the TO Contractor will be required to resubmit the entire package.

D) The TO Contractor shall e-mail invoices and signed notice(s) of acceptance to the SHA at e-mail address: sha-oit-invoices@sha.state.md.us, with a copy to the TO Manager. The Task Order BPO number and Project Manager's name **shall** be shown in the E-mail Subject Line.

E) Invoices for final payment 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.

2.13.2 TIME SHEET SUBMISSION AND ACCEPTANCE

Time sheets shall be submitted to the TO Manager for approval by signature.

Within three (3) business days after the last day of the month, the TO Contractor shall submit a timesheet for the preceding month providing data for all T&M resources provided under the TO.

2.14 WORK ORDER PROCESS

A) Additional services and or resources will be provided via a Work Order process. A Work Order may be issued for either fixed price or time and materials (T&M) pricing. T&M Work Orders will be issued in accordance with pre-approved Labor Categories with the fully loaded rates proposed in Attachment 1.

B) The TO Manager shall e-mail a Work Order Request (See Attachment 17) to the TO Contractor to provide services or resources that are within the scope of this TORFP. The Work Order Request will include:

1) Technical requirements and description of the service or resources needed
2) Performance objectives and/or deliverables, as applicable
3) Due date and time for submitting a response to the request
4) Required place(s) where work must be performed

C) The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:

1) A response that details the TO Contractor's understanding of the work;
2) A price to complete the Work Order Request using the format provided in Attachment 17;
3) A description of proposed resources required to perform the requested tasks, with CATS+ labor categories listed in accordance with Attachment 1;
4) An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks;
5) State-furnished information, work site, and/or access to equipment, facilities, or personnel; and

6) The proposed personnel resources, including any subcontractor personnel, to complete the task.

D) For a T&M Work Order, the TO Manager will review the response and will confirm the proposed labor rates are consistent with this TORFP. For a fixed price Work Order, the TO Manager will review the response and will confirm the proposed prices are acceptable.

E) The TO Manager may contact the TO Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the TO Procurement Officer for approval. The TO Procurement Officer could issue a change order to the TO Agreement if appropriate.

F) Proposed personnel on any type of Work Order shall be approved by the TO Manager. The TO Contractor shall furnish resumes of proposed personnel specifying their intended labor category from the CATS+ Labor Categories proposed in the TO Proposal. The TO Manager shall have the option to interview the proposed personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the personnel.

G) The TO Manager will issue the NTP after the Work Order is approved and/or any interviews are completed.

3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS+ TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal; or 2) a completed Master Contractor Feedback Form. The feedback form helps the State understand for future contract development why Master Contractors did not submit proposals. The form is accessible via the CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

A TO Proposal shall conform to the requirements of this CATS+ TORFP.

3.2 SUBMISSION

The TO Proposal shall be submitted via two e-mails.

MDOT can only accept e-mails that are less than or equal to 8 MB. If a submission exceeds this size, split the submission into two or more parts and include the appropriate part number in the subject (e.g., part 1 of 2) after the subject line information above.

The TO Technical Proposal shall be contained in one email, with two attachments. This email shall include:

A. Subject line "CATS+ TORFP # J02B3400062 Technical" plus the Master Contractor Name
B. One attachment labeled "TORFP J02B3400062 Technical - Attachments" containing all Technical Proposal Attachments (see Section 3.3 below), signed and in PDF format.
C. One attachment labeled "TORFP J02B3400062 Technical – Proposal" (see Section 3.4 below) in Microsoft Word format (2007 or greater).

The TO Financial Proposal shall be contained in one e-mail containing as attachments all submission documents detailed in section 3.4.2, with password protection. The procurement officer will contact Offerors for the password to open each file. Each file shall be encrypted with the same password.

A. Subject line "CATS+ TORFP # J02B3400062 Financial" plus the Master Contractor Name
B. One attachment labeled "TORFP J02B3400062 Financial" containing the Financial Proposal contents, signed and in PDF format.

3.3 SUMMARY OF ATTACHMENTS

No attachment forms shall be altered. Signatures shall be clearly visible.
The following attachments shall be included with the TO Technical Proposal in PDF format (for e-mail delivery).

A. Attachment 4 – Conflict of Interest Affidavit and Disclosure - Signed PDF
B. Attachment 5 - Personnel Resume Form
C. Attachment 13 – Living Wage Affidavit of Agreement
D. Attachment 16 – Certification Regarding Investments in Iran

The following attachments shall be included with the TO Financial Proposal:

A. Attachment 1 Price Sheet

3.4 PROPOSAL FORMAT

A TO Proposal shall contain the following sections in order:

3.4.1 TECHNICAL PROPOSAL

A) Proposed Services

1) Executive Summary: A one-page summary describing the Master Contractor's understanding of the TORFP scope of work (Section 2) and proposed solution
2) Proposed Solution: A more detailed description of the Master Contractor's understanding of the TORFP scope of work, proposed methodology and solution. The proposed solution shall be organized to exactly match the requirements outlined in section 2.
3) Draft Project or Work Schedule: A Gantt chart or similar chart containing tasks, roles and estimated time frames for completing the requirements and deliverables in section 2 - Scope of Work. The schedule may include tasks to be performed by the State or third parties as appropriate, for example, independent quality assurance tasks. The final schedule should come later as a deliverable under the TO after the TO Contractor has had opportunity to develop realistic estimates. The Project or Work Schedule may include tasks to be performed by the State or third parties as appropriate.
4) Draft Risk Assessment: Identification and prioritization of risks inherent in meeting the requirements in section 2 - Scope of Work. Includes a description of strategies to mitigate risks. If the Risk Assessment appears as a deliverable in section 2 – Scope of Work, that version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.
5) Assumptions: A description of any assumptions formed by the Master Contractor in developing the TO Technical Proposal.
6) Tools the TO Contractor owns and proposes for use to meet any requirements in section 2 Compliance with Offeror's Company Minimum Qualifications.

B) Compliance with Offeror's Company Minimum Qualifications

Offerors will complete the following table to demonstrate compliance with the Offeror's Company Minimum Requirements in Section 2.8.

Reference	Offeror Company Minimum Requirement	Evidence of Compliance
2.8	The Master Contractor shall demonstrate it has, within the last four (4) years, written requirements, designed, and implemented at least two (2) projects currently deployed into production that meets both the following: 1. Is an materials and supplies inventory management system with at least 12,157 stock numbers and 108 system users 2. Is integrated with at least one other, separate system.	Offeror documents evidence of compliance here.

C) Proposed Personnel and TORFP Staffing

Offeror shall propose exactly one (1) Project Management Lead resource and a minimum of one (1) and maximum of three (3) additional key resources in response to this TORFP.

1) Complete and provide for each proposed resource Attachment 5 Personnel Resume Form.
2) Provide evidence proposed personnel possess the required certifications in accordance with Section 2.8 Offeror's Personnel Minimum Qualifications.
3) Provide a Staffing Management Plan that demonstrates the resources the Offeror believes are required to support this TO, how the Offeror will provide resources in addition to the key personnel requested in this TORFP, and how the TO Contractor Personnel shall be managed. Include:
    a. Planned team composition by role (**<u>Important!</u> Identify specific names and provide history <u>only</u> for the proposed resources required for evaluation of this TORFP**).
    b. Process and proposed lead time for locating and bringing on board resources that meet TO needs.
    c. Supporting descriptions for all labor categories proposed in response to this TORFP.
    d. Description of approach for quickly substituting qualified personnel after start of TO.
4) Provide the names and titles of the Offeror's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.

D) MBE, SBE Participation and VSBE Participation

No MBE, SBE, or VSBE forms are required for this solicitation

E) Subcontractors
Identify all proposed subcontractors, including MBEs, and their roles in the performance of section 2 - Scope of Work.

F) Overall Offeror team organizational chart

Provide an overall team organizational chart with all team resources available to fulfill the TO scope of work

G) Master Contractor and Subcontractor Experience and Capabilities

1) Provide up to three examples of engagements or contracts the Master Contractor has completed that were similar to section 2 - Scope of Work. Include contact information for each client organization complete with the following:

   a) Name of organization.

   b) Point of contact name, title, email and telephone number (point of contact shall be accessible and knowledgeable regarding experience)

   c) Services provided as they relate to section 2 - Scope of Work.

   d) Start and end dates for each example engagement or contract.

   e) Current Master Contractor team personnel who participated on the engagement.

   f) If the Master Contractor is no longer providing the services, explain why not.

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 entity of the State of Maryland.

   For each identified contract, the Master Contractor shall provide the following (if not already provided in sub paragraph 1 above):

   a) Contact or task order name

   b) Name of organization.

   c) Point of contact name, title, email and telephone number (point of contact shall be accessible and knowledgeable regarding experience)

   d) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.

   e) Dollar value of the contract.

   f) Indicate if the contract was terminated before the original expiration date.

   g) Indicate if any renewal options were not exercised.

Note - State of Maryland experience can be included as part of Section G2 above as engagement or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

H) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

I) Confidentiality

A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 4, of the General Provisions Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

J) Proposed Facility

Identify Master Contractor's facilities, including address, from which any work will be performed.

3.4.2 TO FINANCIAL Proposal

A) A description of any assumptions on which the Master Contractor's Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the Price Sheet);

B) Attachment 1-Price Sheet, with all proposed labor categories including all rates fully loaded. Master Contractors shall list all key resources by approved CATS+ labor categories in the price proposal.

C) To be responsive to this TORFP, the Price Sheet (Attachment 1) shall provide labor rates for all labor categories anticipated for this TORFP. Proposed rates shall not exceed the rates defined in the Master Contract for the Master Contract year(s) in effect at the time of the TO Proposal due date.

D) Prices shall be valid for 120 days.

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4 - TASK ORDER AWARD PROCESS

4.1 OVERVIEW

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS+ TORFP. In making the TOA award determination, the TO Requesting Agency will consider all information submitted in accordance with Section 3.

4.2 TO PROPOSAL EVALUATION CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance. Failure to meet the minimum company personnel qualifications shall render a TO Proposal not reasonably susceptible for award:

A. The Master Contractor’s overall understanding of the TORFP Scope of Work – Section 2. Level of understanding will be determined by the quality and accuracy of the technical proposal in adherence to Section 3.4.
B. The capability of the proposed resources to perform the required tasks and produce the required deliverables in the TORFP Scope of Work – Section 2. Capability will be determined from the Attachment 5 and the Staffing Plan as described in Section 3.4.1 C.
C. The experience of the Master Contractor required in section 3.4.1 G including satisfactory past performance and similarity of work on engagements that the Master Contractor has provided as references.

4.3 SELECTION PROCEDURES

A) TO Proposals will be assessed throughout the evaluation process for compliance with the TO Contractor Minimum qualifications in Section 2.8 and quality of responses to Section 3.4.1 of the TORFP. TO Proposals deemed technically qualified will have their financial proposal considered. All others will be deemed not reasonably susceptible to award and will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work. TO Technical proposals will be reviewed and ranked from highest to lowest technical proposal.

B) Oral Presentations will be performed for proposed personnel from TO Proposals deemed technically qualified. At the discretion of the TO Procurement Officer, a down-select process may be followed.

As described in Section 1.5, in the event that more than ten (10) responsive proposals, the TO Procurement Officer may perform a down select. The TO Procurement Officer will notify the Offeror at time of scheduling initial oral presentations whether subsequent rounds of oral presentations are required. When used, the down select procedures to be followed by the TO Procurement Officer are as follows:

(1) An initial oral presentation will be performed for proposals meeting minimum requirements.

(2) A technical ranking will be performed for all proposals based on the initial oral presentation. Proposals will be ranked from highest to lowest for technical merit based on the quality of the proposals submitted and oral presentation results.

(3) The top 10 proposals identified by the technical ranking will be notified of additional oral presentations. All other Offerors will be notified of non-selection for this TORFP.

C) For TO Proposals deemed technically qualified, the associated TO Financial Proposal will be opened. All others will be deemed not reasonably susceptible for award and the TO Procurement Officer will notify the Master Contractor it has not been selected to perform the work.

D) For TO Proposals submitted via e-mail, SHA will contact Offerors for the password to access TO Financial Proposal data. The TO Procurement Officer will only contact those Offerors with TO Proposals that are reasonably susceptible for award. Offerors that are unable to provide a password that opens the TO Financial Proposal documents will be deemed not susceptible for award. Subsequent submissions of financial content will not be allowed.

E) The most advantageous TO Proposal offer considering BOTH technical and financial submission shall be selected for the work assignment. In making this selection, technical merit has greater weight than price.

F) All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

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, a Non-Disclosure Agreement (TO Contractor), a Purchase Order, Criminal Background Check Affidavit, and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed (sample).

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LIST OF ATTACHMENTS

Attachment Label	Attachment Name	Applicable to this TORFP?	Submit with Proposal?* (Submit, Do Not Submit, N/A)
Attachment 1	Price Sheet	Applicable	Submit with TO Financial Proposal
Attachment 2	Minority Business Enterprise Participation	Not Applicable	N/A
Attachment 3	Task Order Agreement (TO Agreement)	Applicable	Do Not Submit with Proposal
Attachment 4	Conflict of Interest Affidavit and Disclosure	Applicable	Submit with TO Technical Proposal
Attachment 5	Labor CategoryPersonnel Resume Summary	Applicable	Submit with TO Technical Proposal
Attachment 6	Pre-Proposal Conference Directions	Applicable	Do Not Submit with Proposal
Attachment 7	Notice to Proceed (Sample)	Applicable	Do Not Submit with Proposal
Attachment 8	Agency Receipt of Deliverable Form	Not Applicable	N/A
Attachment 9	Agency Deliverable Product Acceptance Form (DPAF)	Applicable	Do Not Submit with Proposal
Attachment 10	Non-Disclosure Agreement (Offeror)	Not Applicable	N/A
Attachment 11	Non-Disclosure Agreement (TO Contractor)	Applicable	Do Not Submit with Proposal
Attachment 12	TO Contractor Self-Reporting Checklist	Applicable	Do Not Submit with Proposal
Attachment 13	Living Wage Affidavit of Agreement	Applicable	Submit with TO Technical Proposal
Attachment 14	Mercury Affidavit	Not Applicable	N/A
Attachment 15	Veteran Owned Small Business Enterprise Utilization Affidavit	Not Applicable	N/A
Attachment 16	Certification Regarding Investments in Iran	Applicable	Submit with TO Technical Proposal
Attachment 17	Sample Work Order	Applicable	Do Not Submit with Proposal
Attachment 18	Criminal Background Check Affidavit	Applicable	Do Not Submit with Proposal
Attachment 19	SHA Computer Architecture Standards for Information Technology	Applicable	Do Not Submit with Proposal
Attachment 20	SHA Materials and Supplies Inventory Process Overview Document	Applicable	Do Not Submit with Proposal

*if not specified in submission instructions, any attachment submitted with response shall be in PDF format and signed

ATTACHMENT 1 -PRICE SHEET

PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS+ TORFP # J02B3400062

The total class hours (Column B) are not to be construed as "guaranteed" hours; the total number of hours is an estimate only for purposes of price proposal evaluation.

A year for this task order shall be calculated as one calendar year from NTP. **Labor Rate Maximums:** The maximum labor rate that may be proposed for any CATS+ Labor Category shall not exceed the maximum for the CATS+ Master Contract year in effect on the TO Proposal due date.

Job Title from TORFP <insert rows as needed>	CATS+ Labor Category Proposed by Master Contractor	Hourly Labor Rate (A)	Total Class Hours (B)	Total Proposed CATS+ TORFP Price (C)
Term 1 (18 months)				
Project Management Lead	Insert CATS+ Labor Category	$	3120	**$**
Business Analyst	Insert CATS+ Labor Category	$	3120	**$**
		Evaluated Price, Year 1		**$**
Term 2 (Option)				
Project Management Lead	Insert CATS+ Labor Category	$	3120	**$**
Business Analyst	Insert CATS+ Labor Category	$	3120	**$**
		Evaluated Price, Term 2 (Option)		**$**
Total Evaluated Price				**$**

The Hourly Labor Rate is the actual rate the State will pay for services and shall be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate but may be lower. Rates shall be fully loaded, all-inclusive, i.e., include all direct and indirect costs and profits for the Master Contractor to perform under the TO Agreement.

Offerors to identify any CATS+ Labor Categories that may be utilized during the term of the Task Order.

Job Title from TORFP <insert rows as needed>	Term 1	Term 2 (option)
Insert CATS+ Labor Category	**$**	**$**
Insert CATS+ Labor Category	**$**	**$**
Insert CATS+ Labor Category	**$**	**$**
Insert CATS+ Labor Category	**$**	**$**
Insert CATS+ Labor Category	**$**	**$**
Insert CATS+ Labor Category	**$**	**$**

Submit as a .PDF file with the TO Financial Proposal

ATTACHMENT 2 MINORITY BUSINESS ENTERPRISE FORMS

TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS+ TORFP # J02B3400062

The MBE goal for this TORFP is 0%.

ATTACHMENT 3 TASK ORDER AGREEMENT

CATS+ TORFP# J02B3400062 OF MASTER CONTRACT #060B2490023

This Task Order Agreement ("TO Agreement") is made this day of Month, 20XX by and between ________________________________(TO Contractor) and the STATE OF MARYLAND, TO State Highway Administration.

IN CONSIDERATION of the mutual premises and the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
   a) "Agency" means the State Highway Administration, as identified in the CATS+ TORFP # J02B3400062.
   b) "CATS+ TORFP" means the Task Order Request for Proposals # J02B3400062, dated MONTH DAY, YEAR, including any addenda.
   c) "Master Contract" means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated MONTH DAY, YEAR.
   d) "TO Procurement Officer" means TO Procurement Officer. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
   e) "TO Agreement" means this signed TO Agreement between State Highway Administration and TO Contractor.
   f) "TO Contractor" means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is ____.
   g) "TO Manager" means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
   h) "TO Technical Proposal" means the TO Contractor's technical response to the CATS+ TORFP dated date of TO Technical Proposal.
   i) "TO Financial Proposal" means the TO Contractor's financial response to the CATS+ TORFP dated date of TO Financial Proposal.
   j) "TO Proposal" collectively refers to the TO Proposal – Technical and TO Proposal – Financial.

2. Scope of Work

2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or 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 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 Technical Proposal
   d) Exhibit C – TO Financial Proposal

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

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS+ TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of eighteen (18) months, commencing on the date of Notice to Proceed and terminating on Month Day, Year. At the sole option of the State, this TO Agreement may be extended for one (1) additional, eighteen (18) month period for a total TO Agreement period ending on Month, Day, Year.

4. Consideration and Payment

4.1 The consideration to be paid to the TO Contractor shall be done so in accordance with the CATS+ TORFP and shall not exceed $____________. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.

4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS+ TORFP, but no later than thirty (30) days after the Agency's receipt of a proper invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.

4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is ______________. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.

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

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

TO Contractor Name

____ ______________________________

By: Type or Print TO Contractor POC Date

Witness: _________________________

STATE OF MARYLAND, TO Requesting Agency

____ ______________________________

By: insert name, TO Procurement Officer Date

Witness: _________________________

ATTACHMENT 4 CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

A) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, offeror, contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C) The bidder or offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

E) The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date:____________________ By:______________________________________

(Authorized Representative and Affiant)

ATTACHMENT 5 LABOR CATEGORY PERSONNEL RESUME SUMMARY (INSTRUCTIONS)

1) For this solicitation,

   a) Master Contractors shall propose a team of specific resources to produce the deliverables for Release 1 as outlined in Section 2 – Scope of Work.

   b) Master Contractors shall propose the CATS+ Labor Category that best fits each proposed resource. Master Contractors shall comply with all personnel requirements under the Master Contract RFP 060B2490023.

   c) Master Contractors shall comply with all personnel requirements defined under the Master Contract RFP 060B2490023.

   d) Master Contractors shall propose the CATS+ Labor Category that best fits the **key** proposed resources. A Master Contractor may only propose against labor categories in the Master Contractor's CATS+ Master Contract Financial Proposal.

   e) A Master Contractor's entire TO Technical Proposal will be deemed not susceptible for award if any of the following occurs:

      i) Failure to follow these instructions.

      ii) Failure to propose a resource for each job title or labor category identified in the TORFP as a required submission.

      iii) Failure of any proposed resource to meet minimum requirements as listed in this TORFP and in the CATS+ Master Contract.

      iv) Placing content on the Minimum Qualifications Summary that is not also on the Personnel Resume Form. *The function of the Minimum Qualifications Summary is to aid the agency to make a minimum qualification determination. Information on the Minimum Qualification Summary must correspond with information on the Personnel Resume form and shall not contain additional content not found on the other form.*

      v) A resource proposed in response to this TORFP is not available as of TO award. Substitutions prior to award are considered alternate proposals and will not be allowed.

   f) Complete and sign the Personnel Resume Form (Attachment 5) for the key resources proposed. Alternate resume formats are not allowed.

      i)

      ii) The **Personnel Resume Form** provides resumes in a standard format. Additional information may be attached to each Personnel Resume Summary if it aids a full and complete understanding of the individual proposed.

Personnel Resume Form
CATS+ TORFP # J02B3400062

Instructions: Submit one resume form for each resource proposed. Do not submit other resume formats. Fill out each box as instructed. Failure to follow the instructions on the instructions page and in TORFP may result in the TO Proposal being considered not susceptible for award.

Resource Name:	
Master Contractor:	<insert Master Contractor name> Sub-Contractor (if applicable):
Proposed CATS+ Labor Category:	<proposed by Master Contractor OR agency inserts the CATS+ labor category>
Job Title (As listed in TORFP):	<as described in this TORFP>

Education / Training (start with most recent degree / certificate)

Institution Name / City / State	Degree / Certification	Year Completed	Field Of Study
<add lines as needed>			

Relevant Work Experience*

Describe work experience relevant to the Duties / Responsibilities and Minimum Qualifications described in Section 2 of the TORFP. Start with the most recent experience first; do not include experience not relevant to the scope of this TORFP; use Employment History below for full employment history. Enter dates as MM/YY – MM/YY. Add lines as needed.

[Organization] [Title / Role] [Period of Employment / Work (MM/YY – MM/YY)] [Location] [Contact Person (Optional if current employer)] [Technologies Used]	Description of Work (recommended: organize work descriptions to address minimum qualifications and other requirements)
[Organization] [Title / Role] [Period of Employment / Work MM/YY – MM/YY] [Location] [Contact Person] [Technologies Used]	Description of Work (recommended: organize work descriptions to address minimum qualifications and other requirements)

*Fill out each box. Do not enter "see resume" as a response.

The information provided on this form for this labor class is true and correct to the best of my knowledge (Signatures must be included):

Master Contractor Representative:

_______________________________ ______________

Signature Date

Proposed Individual:

_____________________________________ ________________
Signature Date

Instruction: Sign each form.

ATTACHMENT 6 PRE-PROPOSAL CONFERENCE DIRECTIONS

7201 Corporate Center Drive, Hanover, MD 21076
Conference Room – Harry Hughes 1

Due to Space Limitations and the potential for a large number of vendors attending, please limit attendance to two (2) representatives from each Master Contractor interested in submitting a proposal.

From the South

From I-97 take MD 100 West to MD 170 North. Take MD 170 North to Stoney Run. Take the ramp that veers to the right. Make a left at the top of the ramp and cross over MD 170. Proceed to the next light this will be the New Ridge Road intersection, turn right Corporate Center Drive begins. MDOT Headquarters is ¾ mile on the right side of the road. Visitor parking is to the left.

From the North

From I-95 or BW Parkway take I-195 to MD 170 South to Stoney Run. Turn left at the light. Make a left at the top of the ramp and cross over MD 170. Proceed to the next light this will be the New Ridge Road intersection, turn right Corporate Center Drive begins. MDOT Headquarters is ¾ mile on the right side of the road. Visitor parking is to the left.

Marc Train Service

Ride the Marc Penn Line Train from both the South and North and exit at the BWI Marc Train Station. When you exit the train follow directions to the crossover (tracks) and you will find an exit door on the second floor leading to a pedestrian bridge. This pedestrian bridge will carry you (1600 ft.) to MDOT

Light Rail Service

Ride the light rail from the North to the BWI Airport Station. There is shuttle service from the BWI Airport to BWI Marc Train Station. Take the crossover (tracks) and on the second floor there is an exit to the Pedestrian Bridge for MDOT. This pedestrian bridge will carry you (1600 ft.) to MDOT.

ATTACHMENT 7 NOTICE TO PROCEED (SAMPLE)

Month Day, Year

TO Contractor Name
TO Contractor Mailing Address

Re: CATS+ TO Project Number (TORFP #): J02B3400062

Dear TO Contractor Contact:
This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Mr. / Ms. ________________ of _____________ (Agency Name) will serve as the TO Manager and your contact person on this Task Order. He / She can be reached at telephone ______________.

Enclosed is an original, fully executed Task Order Agreement and purchase order.

Sincerely,

TO Procurement Officer
Task Order Procurement Officer
Enclosures (2)
cc: Daniel Joines, State Highway Administration
Procurement Liaison Office, Department of Information Technology
Project Oversight Office, Department of Information Technology

ATTACHMENT 8 AGENCY RECEIPT OF DELIVERABLE FORM

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

ATTACHMENT 9 AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM

Agency Name: State Highway Administration
TORFP Title: Planning and Requirements Services for the Consumable Inventory System (CIS)
TO Manager: Daniel Joines (410) 545 – 8033

To:

The following deliverable, as required by TO Project Number #J02B3400062 has been received and reviewed in accordance with the TORFP.
Title of deliverable: ____
TORFP Contract Reference Number: Section # __________
Deliverable Reference ID # _________________________
This deliverable:

- ☐ Is accepted as delivered.
- ☐ Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

__________________________________	__________________________________
TO Manager Signature	Date Signed

ATTACHMENT 10 NON-DISCLOSURE AGREEMENT (OFFEROR)

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

ATTACHMENT 11 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made as of this ___ day of ______________, 20__, by and between the State of Maryland ("the State"), acting by and through its State Highway Administration (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 Planning and Requirements Services for The Consumable Inventory System (CIS) TORFP No. J02B3400062 dated ______________, (the "TORFP) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B2490023; 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. 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 means (1) any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement and (2) any and all personally identifiable information (PII) (including but not limited to personal information as defined in Md. Ann. Code, State Govt. § 10-1301) and protected health information (PHI) that is provided by a person or entity to the TO Contractor in connection with this TO Agreement. 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 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 or Agency, all Confidential Information in its care, custody, control or possession upon request of the Department or Agency 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 Master Contract 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:	**SHA:**
Name:___________________________	Name: ______________________________
Title:____________________________	Title:________________________________
Date: ____________________________	Date: _______________________________

EXHIBIT A – FOR THE NONDISCLOSURE AGREEMENT (TO CONTRACTOR)

TO CONTRACTOR'S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE CONFIDENTIAL INFORMATION

Printed Name and Address of Employee or Agent	Signature	Date
______________________	______________________	__________
______________________	______________________	__________
______________________	______________________	__________
______________________	______________________	__________
______________________	______________________	__________

ATTACHMENT 12 TO CONTRACTOR SELF-REPORTING CHECKLIST

The purpose of this checklist is for CATS+ Master Contractors to self-report on adherence to procedures for task orders (TO) awarded under the CATS+ Master Contract. Requirements for TO management can be found in the CATS+ Master Contract RFP and at the TORFP level. The Master Contractor is requested to complete and return this form by the Checklist Due Date below. Master Contractors may attach supporting documentation as needed. Please send the completed checklist and direct any related questions to contractoversight.doit@maryland.gov with the TO number in the subject line.

Master Contractor:	
Master Contractor Contact / Phone:	
Procuring State Agency Name:	
TO Title:	
TO Number:	
TO Type (Fixed Price, T&M, or Both):	
Checklist Issue Date:	
Checklist Due Date:	
Section 1 – Task Orders with Invoices Linked to Deliverables	
A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria? Yes ☐ No ☐ (If no, skip to Section 2.)	
B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal? Yes ☐ No ☐ (If no, explain why)	
C) Is the deliverable acceptance process being adhered to as defined in the TORFP? Yes ☐ No ☐ (If no, explain why)	
Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials	
A) If the TO involves material costs, are material costs passed to the agency without markup by the Master Contractor? Yes ☐ No ☐ (If no, explain why)	
B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal? Yes ☐ No ☐ (If no, explain why)	
C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices? Yes ☐ No ☐ (If no, explain why)	
Section 3 – Substitution of Personnel	
A) Has there been any substitution of personnel? Yes ☐ No ☐ (If no, skip to Section 4.)	
B) Did the Master Contractor request each personnel substitution in writing? Yes ☐ No ☐ (If no, explain why)	
C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel? Yes ☐ No ☐ (If no, explain why)	
Was the substitute approved by the agency in writing? Yes ☐ No ☐ (If no, explain why)	
Section 4 – MBE Participation	

A) What is the MBE goal as a percentage of the TO value? % (If there is no MBE goal, skip to Section 5)
B) Are MBE reports D-5 and D-6 submitted monthly? Yes ☐ No ☐ (If no, explain why)
C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO) % (Example - $3,000 was paid to date to the MBE Subcontractor; $10,000 was paid to date on the TO; the MBE percentage is 30% (3,000 ÷ 10,000 = 0.30))
Is this consistent with the planned MBE percentage at this stage of the project? Yes ☐ No ☐ (If no, explain why)
Has the Master Contractor expressed difficulty with meeting the MBE goal? Yes ☐ No ☐ (If yes, explain the circumstances and any planned corrective actions)
Section 5 – TO Change Management
A) Is there a written change management procedure applicable to this TO? Yes ☐ No ☐ (If no, explain why)
B) Does the change management procedure include the following? Yes ☐ No ☐ Sections for change description, justification, and sign-off Yes ☐ No ☐ Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements) Yes ☐ No ☐ A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)
C) Have any change orders been executed? Yes ☐ No ☐ (If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)
D) Is the change management procedure being followed? Yes ☐ No ☐ (If no, explain why)

SUBMIT AS INSTRUCTED IN TORFP.

ATTACHMENT 13 LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. ____
Name of Contractor ____
Address____
City_________________________________ State________ Zip Code________________

If the Contract is Exempt from the Living Wage Law

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland's Living Wage Law for the following reasons: (check all that apply)

__ Bidder/Offeror is a nonprofit organization
__ Bidder/Offeror is a public service company
__ Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than $500,000
__ Bidder/Offeror employs more than 10 employees and the proposed contract value is less than $100,000

If the Contract is a Living Wage Contract

A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

B. _____________________(initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons (check all that apply):

__ All employee(s) proposed to work on the State contract will spend less than one-half of the employee's time during every work week on the State contract;

__ All employee(s) proposed to work on the State contract will be 17 years of age or younger during the duration of the State contract; or

__ All employee(s) proposed to work on the State contract will work less than 13 consecutive weeks on the State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative: ____
Signature of Authorized Representative ____
Date: ______________ Title: ____
Witness Name (Typed or Printed): ____
Witness Signature and Date: ____

ATTACHMENT 14 MERCURY AFFIDAVIT

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

ATTACHMENT 15 STATE OF MARYLAND
VETERAN SMALL BUSINESS ENTERPRISE PARTICIPATION (VSBE)

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

ATTACHMENT 16 CERTIFICATION REGARDING INVESTMENTS IN IRAN

Authority: State Finance & Procurement, §§17-701 – 17-707, Annotated Code of Maryland [Chapter 447, Laws of 2012.]

List: The Investment Activities in Iran list identifies companies that the Board of Public Works has found to engage in investment activities in Iran; those companies may not participate in procurements with a public body in the State. "Engaging in investment activities in Iran" means:

1. Providing goods or services of at least $20 million in the energy sector of Iran; or
2. For financial institutions, extending credit of at least $20 million to another person for at least 45 days if the person is on the Investment Activities In Iran list and will use the credit to provide goods or services in the energy of Iran.

The Investment Activities in Iran list is located at: www.bpw.state.md.us

Rule: A company listed on the Investment Activities In Iran list is ineligible to bid on, submit a proposal for, or renew a contract for goods and services with a State Agency or any public body of the State. Also ineligible are any parent, successor, subunit, direct or indirect subsidiary of, or any entity under common ownership or control of, any listed company.
NOTE: This law applies only to new contracts and to contract renewals. The law does not require an Agency to terminate an existing contract with a listed company.

CERTIFICATION REGARDING INVESTMENTS IN IRAN

The undersigned certifies that, in accordance with State Finance & Procurement Article, §17-705:

(i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and
(ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

The undersigned is unable make the above certification regarding its investment activities in Iran due to the following activities:

Name of Authorized Representative:
____

Signature of Authorized Representative:
____

Date: ____________ Title:
____

Witness Name (Typed or Printed):
____

Witness Signature and Date:
____

ATTACHMENT 17 SAMPLE WORK ORDER

WORK ORDER	Work Order #	Contract #

This Work Order is issued under the provisions of this Task Order. The services authorized are within the scope of services set forth in the *Purpose* of the work order.

Purpose

Statement of Work

Requirements:

Deliverable(s), Acceptance Criteria and Due Date(s):

Deliverables are subject to review and approval by SHA prior to payment.
(Attach additional sheets if necessary)

Start Date		End Date	

Cost

	Description for Task / Deliverables	Quantity (if applicable)	Labor Hours (Hrs.)	Labor Rate	Estimate Total
1.				$	$
2.				$	$
*Include WBS, schedule and response to requirements.		SHA shall pay an amount not to exceed			**$**

Contractor		Agency Approval	
(Signature) Contractor Authorized Representative (Date)		(Signature) TO Manager (Date)	
POC	(Print Name)	TO Manager	(Print Name)
Telephone No.		Telephone No.	
Email:		Email:	

ATTACHMENT 18 CRIMINAL BACKGROUND CHECK AFFIDAVIT

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the _________(Title)_________________ and the duly authorized representative of ___(Master Contractor)_______ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

I hereby affirm that ____(Master Contractor)________ has complied with Section 2.12 – Premises and Operational Security of this CATS + TORFP J02B3400062.

I hereby affirm that the ____(Master Contractor)________ has provided _______(Agency)_________________ with a summary of the security clearance results for all of the candidates that will be working on Task Order ___(Title and Number)________________ and all of these candidates have successfully passed all of the background checks required under Section 2.12 – Premises and Operational Security. Master Contractors hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this Task Order.

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.

____
Master Contractor

____
Typed Name

____
Signature

____
Date

*Affidavit is due prior to the commencement of work.

ATTACHMENT 19 SHA COMPUTER ARCHITECTURE STANDARDS FOR INFORMATION TECHNOLOGY

(Included as a separate attachment)

ATTACHMENT 20 SHA MATERIALS & SUPPLIES INVENTORY PROCESS OVERVIEW DOCUMENT

(Included as a separate attachment)