



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

**Three Agency Independent Verification & Validations (IV&V):**

**Optical Scan Voting System (OSVS) # F50P0400091**

**Statewide Personnel System (SPS) # F50P0400092**

**Web Revamp # F50P0400093**

**Issued By:**

**Department of Information Technology  
Project Management Office**

**ISSUE DATE: August 18, 2009**

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## KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services (CATS) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. **Master Contractors choosing not to propose must complete and submit a Master Contractor Feedback form via the CATS website.** The form is accessible via the CATS Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms conditions contained in the CATS Request for Proposal (RFP) issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 050R5800338, including any amendments.

<b>TORFP Title:</b>	Three Agency Independent Verification & Validations (IV&V)
<b>Functional Area:</b>	10 – IT Management Consulting Services
<b>TORFP Issue Date:</b>	August 18, 2009
<b>Closing Date and Time:</b>	September 21, 2009, 2:00PM EST
<b>TORFP Issuing Agency:</b>	Department of Information Technology (DoIT)
<b>Send Questions and Proposals to:</b>	Gisela Blades Gisela.Blades@DoIT.state.md.us
<b>TO Procurement Officer:</b>	Gisela Blades Office Phone Number: 410-260-7678 Office FAX Number: 410-974-5615
<b>TO Manager:</b>	Tony X. Ma Office Phone Number: 410-260-7035 Office FAX Number: 410-974-5615
<b>TO Project Numbers:</b>	IV&V 1: SBE Optical Scan Voting System F50P0400091 IV&V 2: DBM Statewide Personnel System F50P0400092 IV&V 3: MDE Web Revamp F50P0400093
<b>TO Type:</b>	Fixed price / Time & Materials
<b>Period of Performance per IV&amp;V:</b>	Total period of performance will be within 14 months per IV&V. Total Contract Period for all IV&Vs shall not extend past December 31, 2010.
<b>MBE Goal:</b>	30% per IV&V
<b>Small Business Reserve (SBR):</b>	No
<b>Primary Place of Performance:</b>	IV&V 1: SBE, 151 West Street, Annapolis, MD 21401 IV&V 2: DBM, 45 Calvert Street, Annapolis, MD 21401 IV&V 3: MDE, 1800 Washington Boulevard, Baltimore, MD 21230
<b>State Furnished Work Site and/or Access to Equipment, Facilities or Personnel:</b>	Workspace, telephones and workstations with Internet access may be provided as needed for up to two of the Master Contractor's personnel, per IV&V. Hours of work are 8:00 am to 5:00 pm, local time.
<b>TO Pre-proposal Conference:</b>	Department of Information Technology 45 Calvert Street, Annapolis, MD 21401 Room 427 August 27, 2009; 10:00AM EST (See Attachment 6 for directions)

## SECTION 1 - ADMINISTRATIVE INFORMATION

### 1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

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

The TO Manager has the primary responsibility for the management of the work performed under each TO Agreement; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS Master Contract; and, in conjunction with each selected Master Contractor (TO Contractor), achieving on budget/on time/on target (e.g., within scope) completion of the Scope of Work (SOW).

### 1.2 TO AGREEMENT

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

### 1.3 TO PROPOSAL SUBMISSIONS

**Master Contractors choosing to submit a TO Proposal must submit a single TO Proposal encompassing all three of the individual IV&Vs** (See Section 3 for TO Proposal format and submission instructions).

The TO Procurement Officer will not accept submissions after the date and exact time as stated on the Key Information Summary Sheet. The time will be local time as determined by DoIT's e-mail system time stamp. A TO Proposal shall be submitted via e-mail. The "subject" line in the e-mail submission shall state the appropriate number(s) for all three IV&Vs. Attachment will include the TO Proposal technical response to this TORFP encompassing and bearing the individual number(s) for all three IV&Vs. Subsequent attachments will be the financial responses to this TORFP, one for each IV&V identified by TORFP #F50P040001/2/3.

The proposal documents requiring a signature, Attachment 2 - MBE Forms D-1 and D-2 and Attachment 4 Conflict of Interest Affidavit and Disclosure and Living Wage Affidavit, must be submitted as .PDF files with the signatures clearly visible. Separate sets of these documents must be submitted and marked by IV&V number for each IV&V encompassed in the technical response.

### 1.4 MINORITY BUSINESS ENTERPRISE (MBE)

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation (Attachment 2 - MBE Forms D-1 and D-2) at the time it submits its TO Proposal. A separate MBE goal of 30 percent shall apply to each IV&V. Separate and complete MBE documentation is required for and must accompany each of the three individual IV&V technical response segments. **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time it submits its TO Proposal will result in the State's rejection of the Master Contractor's entire TO Proposal.**

### 1.5 CONFLICT OF INTEREST

Each TO Contractor awarded a TO Agreement shall provide Information Technology (IT) consulting services for DoIT, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit and Disclosure form included as Attachment 4 to this TORFP, with its TO Proposal. 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 a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

Master Contractors should be aware that the State Ethics Law, State Government Article, §15-508, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

## **1.6 NON-DISCLOSURE AGREEMENT**

Certain system documentation may be available for Master Contractors to review at the State agencies hosting the projects identified for IV&V review as described in this TORFP. Master Contractors who wish to review such documentation will be required to sign the Non-Disclosure Agreement (Master Contractor) form included as Attachment 8 to this TORFP. Please contact the TO Procurement Officer of this TORFP to coordinate an appointment with the agencies if interested.

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

## **1.7 LIMITATION OF LIABILITY**

Pursuant to Section 28(C) of the CATS Master Contract, the limitation of liability ceiling for each IV&V is hereby reduced as follows: The TO Contractor's liability per claim under this TORFP shall not exceed one times the total not to exceed amount stated in the TO Agreement for each respective IV&V.

## **1.8 ORAL PRESENTATIONS**

Master Contractors will be required to make oral presentations to State representatives. Significant representations made by a Master Contractor during the oral presentation must be reduced to writing. All such representations will become part of the Master Contractor's proposal and are binding on the CATS Master Contractor(s) to which the TO Agreement(s) is/are awarded. The Procurement Officer will notify the Master Contractors of the time and place of oral presentations. Master Contractors should be prepared for Orals within a week of the proposal closing date.

## **1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES**

DoIT will be performing 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 CATS TOs. This process shall typically apply to active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS TOs are subject to review.

DoIT will send checklists out to applicable TO Contractors approximately three months after the award date for a TO Agreement. Subsequently, at six month intervals, the TO Contractor shall update the checklist and send to DoIT at the email address and by the due date indicated in the checklist (See Attachment 12).

## **SECTION 2 - SCOPE OF WORK**

### **2.1 PURPOSE AND APPROACH**

#### **2.1.1 Purpose**

DoIT seeks to select a single Master Contractor experienced in IT consulting to perform an IV&V for each of the following Major Information Technology Development Projects (MITDP):

- 1) Optical Scan Voting System (OSVS), State Board of Education (SBE);
- 2) Statewide Personnel System (SPS), sponsored by the Department of Budget and Management (DBM); and
- 3) Web Revamp, sponsored by the Maryland Department of Environment (MDE).

The purpose of each IV&V is to assess the health of the project according to the objectives listed respectively in Sections 2.2.1, 2.3.1, and 2.4.1. In the first phase of each IV&V, the TO Contractor shall research and develop a written report and oral presentation of findings based on the IV&V objectives. The resulting IV&V Findings Report deliverable shall capture project disposition along with recommended solutions to deficiencies. Findings shall be categorized to describe project strengths, weaknesses (including issues and risks), and any corrective actions recommended by the TO Contractor. An optional deliverable of this phase is the IV&V Corrective Action Plan (CAP). DoIT may task the TO Contractor to develop an IV&V CAP in collaboration with the agency and DoIT.

A second, optional phase of each IV&V, if exercised by DoIT in its sole discretion, requires the TO Contractor to monitor and report on agency compliance with the CAP and provide agency assistance to support agency corrective actions. DoIT may exercise, in its sole discretion, an optional third phase to continue monitoring agency compliance with the CAP by the TO Contractor. These and all other IV&V project deliverables are described in detail in Section 2.5 Deliverables and Time of Performance.

DoIT will make one award recommendation for a single TO Contractor to perform all of the IV&Vs. However, separate and distinct Notices-to-Proceed (NTP) shall be given for each IV&V and may be staggered.

#### **2.1.2 Approach**

The approach for each IV&V shall include independent research, stakeholder interviews, and the review and analyses of project files and documentation. In working with project stakeholders, the TO Contractor shall strive to minimize or avoid any adverse impact on the target project schedule. The TO Contractor shall assign an "IV&V Project Manager" who shall be the TO Contractor's lead resource on one or multiple IV&Vs. The IV&V Project Manager must be certified by the Project Management Institute (PMI) as a Project Management Professional (PMP). The TO Contractor shall provide the deliverables as described in Section 2.5 Deliverables and Time of Performance.

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

### **2.2 IV&V 1 – SBE Optical Scan Voting System F50P0400091**

#### **2.2.1 Objectives of the IV&V**

The TO Contractor shall assess the OSVS project focusing on:

- A) Project management processes consistent with: 1) The project management knowledge areas described in the PMBOK with emphasis on Time, Scope, Cost (Also see D below), Quality, Human Resource,

Procurement and Risk Management; and 2) Application of Maryland's System Development Life Cycle (SDLC) methodology;

- B) Capability of the OSVS project manager, or designee, to report accurately on project status and financials, including total project costs associated with satisfying the phases of the SDLC;
- C) Project governance, meaning the extent to which the agency has effectively: 1) Defined organizational structures and processes for project governance; 2) Defined roles, responsibilities and expectations among all internal and external stakeholders; 3) Implemented an appropriate flow of project information and communication among stakeholders; 4) Instituted a process for review and response to project risk and issues, including escalation to the executive sponsor; and 5) Instituted a process for executive approvals (for example, sign-off on SDLC documents) at appropriate project milestones; and
- D) Technical feasibility of the IT solution as it relates to project requirements, including emphasis on the concise, complete, consistent, and unambiguous business and technical requirements.

### **2.2.2 Project Description**

Maryland currently uses Direct Recording Electronic (DRE) touchscreen voting units for precinct based voting and a central count optical scan system for absentee and provisional voting. In 2007, the General Assembly passed HB 18 (Chapter 548, Laws of 2007) which requires the State Board of Elections to select and certify a voting system that has a voter-verifiable paper audit trail. Specifically, the legislature states that a voter-verifiable paper audit trail is a paper ballot prepared by the voter for the purpose of being read by precinct-based optical scanner. A voter-verifiable paper audit trail also includes an optical scan absentee ballot and an optical scan ballot created by a ballot-marking device. The legislation is applicable to all elections that occur on or after January 1, 2010

### **2.2.3 IT Solution**

SBE will procure precinct based optical scan voting units for precinct based voting as noted above. Several vendors market optical scan systems, however, there is currently only one device that satisfies the requirements for voters with disabilities. That product is the AutoMARK Voter Assist Terminal produced by AutoMARK Technical Systems, which is marketed by Premier Elections Solutions, Inc. and Election Systems and Software (ESS). The AutoMARK units can be used with different optical scan systems. Voters use the device by first inserting the optical scan ballot into the unit, and then making a selection through an interface similar to touchscreen voting.

When a voter's selection is completed, the device marks the optical scan ballot to be read by the scanner. Finally, the Election Management System, the backbone of the voting system consisting of both software and hardware, is used to interpret the ballots and process the results. Maryland currently has a highly secure and accurate voting system by virtue of an exhaustive, detailed security process and usability factors inherent in the touchscreen voting interface. A goal of this project is to implement a new voting system successfully and in time for the 2010 gubernatorial primary election. Criteria for success includes maintaining the same level of security and a negligible increase in the voter error rate (some increase in voter error is inevitable because of the user interface).

Development of security procedures for the new system is a key component of this project.

### **2.2.4 Project Status (updated status to be provided upon IV&V NTP)**

During the 2009 legislative session, emergency bill HB 893 was passed. HB 893 enabled alternative accessibility standards to be used if there were no commercial systems available that met all of the voting system requirements at the time of procurement. The initial solicitation was cancelled due to changes in the law. The new plan requires two solicitations: (1) to procure the optical scan voting devices and ballot-on-demand equipment (2) to procure implementation, training, support and other services. The new solicitations are expected to be released Q1 FY10, with the evaluations and award processes to begin Q2 FY10. SBE will not be submitting further project artifacts until the new solicitations are released, awarded and NTPs issued.

### **2.2.5 Project Stakeholders**

- A) Maryland voters;

- B) Candidates on the ballot; and
- C) State and local election officials.

### **2.2.6 Interviews**

The TO Contractor shall interview relevant parties as part of the IV&V to include:

- A) SBE Executive Sponsor;
- B) SBE Chief Information Officer;
- C) SBE Chief Financial Officer;
- D) SBE Project Manager;
- E) The Contractor's Project Manager;
- F) The Agency's Project Manager;
- G) Individuals identified post-NTP by DoIT or SBE, e.g., during the IV&V Kick-off meeting; and
- H) Other individuals identified independently by the TO Contractor during the IV&V.

## **2.3 IV&V 2 – Statewide Personnel System (SPS) F50P0400092**

### **2.3.1 Objectives of the IV&V**

The TO Contractor will assess the SPS project focusing on:

- A) Project management processes consistent with: 1) The project management knowledge areas described in the PMBOK with emphasis on Time, Scope, Communications, Risk, Human Resource and Procurement Management; and 2) Application of Maryland's SDLC methodology;
- B) Capability of the SPS project manager, or designee, to report accurately on project financials, including total project costs associated with satisfying the phases of the SDLC;
- C) Project governance, meaning the extent to which the agency has effectively: 1) Defined organizational structures and processes for project governance; 2) Defined roles, responsibilities and expectations among all internal and external stakeholders; 3) Implemented an appropriate flow of project information and communication among stakeholders; 4) Instituted a process for review and response to project risk and issues, including escalation to the executive sponsor; and 5) Instituted a process for executive approvals (for example, sign-off on SDLC documents) at appropriate project milestones; and
- D) Technical feasibility of the IT solution as it relates to project requirements including emphasis on the concise, complete, consistent, and unambiguous business and technical requirements for a vendor to formulate a realistic response to a RFP.
- E) Schedule feasibility of the project as it relates to project schedule, project constraints and integration of contractors managed activities and agency managed activities to deliver a system within the proposed timeframe.

### **2.3.2 Project Description**

The processes to manage State personnel activities are supported by aged systems that were developed and implemented in 1975. The processes include: Position Control, Position History, Employee History, Reclassifications, Terminations, Abolishments, Inter-Agency Transfers, Cost of Living Adjustments, Increment Processing, Promotions, Interfaces to Central Payroll Bureau and State Retirement systems, Ad-Hoc Reporting, Leave Bank, Recruitment and Examination, and Performance Evaluation Program (PEP). The current system is mainframe based and developed in the COBOL programming language. Retaining the technical skills in house to maintain and develop new functionality is increasingly difficult and obtaining third party resources to do so increasingly expensive. The current systems support 700 users, who manage the personnel activities of

approximately 70,000 State employees. The current systems process 200,000 transactions annually. In recent years the limitations of these legacy systems have become apparent and the risks to State personnel operations increased. Limitations include the current technology's failure to provide basic relationships between the data captured and data processed by the various systems. This limitation makes it very difficult and time consuming to manage and accurately report personnel movement and associated activities. The purpose of this project is to implement comprehensive, state-of-the-art Commercial Off-The-Shelf (COTS) software for managing state personnel processes. The envisioned system will require some custom enhancements to accommodate unique State operating requirements. The system will be deployed in all Executive branch agencies.

### **2.3.3 Project IT Solution**

The specific technology will be identified during competitive procurement and will be driven by the solution that is most advantageous to the State. Requirements for the solution will specify the need to comply with Maryland Technical Architecture Framework (MTAF) (see Section 2.6) and State data security policies, guidelines and requirements.

### **2.3.4 Project Status (updated status to be provided upon IV&V NTP)**

The project is consistent with the Systems and Application Risk Assessment (SARA) project, undertaken by DBM beginning in FY06. The purpose of SARA was to determine the risks associated with critical statewide systems and to recommend potential risk mitigation strategies. This project is a result of the SARA project and will commence with the requirements gathering and acquisition phases for a State personnel system. It is intended that the project will be structured to provide incremental benefits by facilitating a phased approach to transitioning agencies from the legacy systems. The project will be structured to comply with project management best practices.

### **2.3.5 Project Stakeholders**

Project stakeholders include:

- A) Agency personnel managers and directors, and the DBM Office of Personnel Services and Benefits

### **2.3.6 Interviews**

The TO Contractor shall interview relevant parties as part of the IV&V to include:

- A) DBM Executive Sponsor;
- B) DBM Project Manager;
- C) DBM Administrative Division Director;
- D) DoIT Chief of Information Technology (CIT);
- E) DBM Chief Financial Officer;
- F) The Contractor's Project Manager;
- G) Individuals identified post-NTP by DBM, e.g., during the IV&V Kick-off meeting; and
- H) Other individuals identified independently by the TO Contractor(s) during the IV&V.

## **2.4 IV&V 3 – Web Revamp F50P0400093**

### **2.4.1 Objectives of the IV&V**

The TO Contractor will assess the Web Revamp project focusing on:

- A) Project management processes consistent with: 1) The project management knowledge areas described in the PMBOK with emphasis on Time, Scope, Cost, and Risk Management; and 2) Application of Maryland's SDLC methodology;
- B) Capability of the Web Revamp project manager, or designee, to report accurately on project financials,

including total project costs associated with satisfying the phases of the SDLC;

- C) Project governance, meaning the extent to which the agency has effectively: 1) Defined organizational structures and processes for project governance; 2) Defined roles, responsibilities and expectations among all internal and external stakeholders; 3) Implemented an appropriate flow of project information and communication among stakeholders; 4) Instituted a process for review and response to project risk and issues, including escalation to the executive sponsor; and 5) Instituted a process for executive approvals (for example, sign-off on SDLC documents) at appropriate project milestones;
- D) Technical feasibility of the IT solution, including emphasis on the validation of the system development contractor's solution to meet business and technical requirements; and
- E) Schedule feasibility of the project as it relates to project schedule, project constraints and integration of contractor managed activities and agency managed activities to deliver a system within the proposed timeframe.

### **2.4.2 Project Description**

MDE recognized the need for making services and information more accessible through the use of interactive, customer-centric, web-based services for Maryland citizens, businesses, and other stakeholders, both internal and external. In support of this recognition, MDE submitted a request for a MITDP to support Phase 1 of the project in the amount of \$2.1M. The Website Revamp project will expand how MDE utilizes the web as an inherent function of daily business process and will include the addition of many commonly used website features such as online payments and permit tracking. These enhanced search and navigation features will improve the efficiency of MDE staff and provide improved access to information for the public. The Website Revamp project will also streamline and automate the processes involved with Public Information Act (PIA) requests, permits, notifications and customer service processes.

### **2.4.3 Project IT Solution**

Phase 1 of this project will seek to implement new technology to support eGovernment initiatives such as online Public Information Act (PIA), online fee payments, and ePermits. Implementation of these services will support needs expressed by the business communities to provide enhanced services via the Web in particular permit applications and fee payments online. A foundational part of this technology will be the replacement of the current Content Management System (CMS), which is unsupported and undocumented. The replacement CMS and associated web applications will have an open architecture with the flexibility for future integration, scalability, and communication with other web systems. Data will reside in relational databases that can be readily accessed for presentation to a wide range of media devices such as standard web browsers, mobile devices, and other web services. This structure will facilitate the flow of content data from the content originators to the content recipients. MDE currently uses Relational Database Management Systems (RDBMs) which include Microsoft SQL Server 2000 and Oracle.

### **2.4.4 Project Status (updated status to be provided upon IV&V NTP)**

A feasibility study to determine the "As-Is" and the "To-Be" web environments were completed Q2 FY09. The study helped MDE determine the technology architecture, design (look and feel), and key initiatives that will be pursued with the Website Revamp initiative. The Phase 1 project, of an anticipated two to three phased initiative, will consist of implementation of the required infrastructure, installation of the replacement CMS, migration of data, and baseline technology for online fee payments. Two solicitations were released to procure a PM and a system integrator. Award notifications were sent to both contractors on June 26, 2009, with an NTP of July 13, 2009.

### **2.4.5 Project Stakeholders**

- A) MDE users, IT staff, and management;
- B) The Environmental Protection Agency (Headquarters and Region III);

- C) Governor and Lieutenant Governor of Maryland;
- D) Maryland General Assembly;
- E) Counties and Municipalities of Maryland; and
- F) Citizens and businesses of Maryland.

#### **2.4.6 Interviews**

The TO Contractor shall interview relevant parties as part of the IV&V to include:

- A) MDE Executive Sponsor;
- B) MDE Project Manager;
- C) MDE Chief Information Officer;
- D) MDE Chief Financial Officer;
- E) The Contractor's Project Manager;
- F) Individuals identified post-NTP by DoIT or MSDE, e.g., during the IV&V Kick-off meeting; and
- G) Other individuals identified independently by the TO Contractor during the IV&V.

### **2.5 DELIVERABLES AND TIME OF PERFORMANCE**

For each written deliverable described in the table below, the TO Contractor shall complete and submit to the TO Manager an advanced draft and final electronic copy compatible with Microsoft Office 2003. With each final deliverable, the TO Contractor shall submit a Deliverable Product Acceptance Form (DPAF) included as Attachment 7.

Written deliverables defined as draft documents must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. An advanced draft written deliverable may contain negligible text errors, but must:

- 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) Be balanced highlighting project strengths followed by opportunities for improvement;
- D) Represent relevant, factual information that is current and accurate at the time of submittal;
- E) Represent significant completeness towards the final written deliverable; and
- F) Be delivered to the TO Manager 3 to 5 days in advance of due date listed below.

Upon receipt of a deliverable, the TO Manager shall review the deliverable to validate completeness and quality in meeting requirements. TO Manager shall document acceptance or rejection of the deliverable on the accompanying DPAF provided by the TO Contractor as described above.

In the event of deliverable rejection, the TO Contractor shall correct the identified deficiencies or non-conformities within five working days from the date of the TO Manager's rejection. At the discretion of the TO Manager, and as evidenced by the TO Manager's written waiver, subsequent project tasks may not continue until deficiencies are rectified and the deliverable is formally accepted by the TO Manager as provided herein. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (See Section 2.9 Invoicing).

When presented for acceptance, a written deliverable defined as a final document must satisfy the scope and requirements of this TORFP for that deliverable. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and must:

- 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; and

C) Represent relevant, factual information that is current and accurate at the time of submittal.

The required deliverables and required time frames for completion based on NTP are defined in the table below. Deliverables may be submitted earlier than indicated, with the written approval of the TO Manager.

*Note: For meetings and presentations described in this Section, due dates are approximate based upon the availability of attendees. For written deliverables, due dates that fall on a non-working day for the State shall be due the next working day. TO Contractor will work to meet Time of Performance and proactively manage project to avoid unexpected delays to deliverables. Issues with meeting Time of Performance should be raised to TO Manager at least two weeks prior to due date of deliverables for resolution. For all Findings Reports, Corrective Action Plans, and Presentations, due to the sensitive nature of the material, deliverables shall not be sent via e-mail.*

ID	Deliverables – TO Phase I – Project Assessment	Time of Performance
2.5.1	<p><b>IV&amp;V Project Kick-Off Meeting</b> - The purpose of this meeting is to educate and obtain buy-in from participants in the IV&amp;V process. The meeting shall accomplish the following: define roles and responsibilities, establish logistical details and communication expectations, and clarify IV&amp;V tasks and time frames. The TO Contractor shall facilitate the meeting, providing an agenda, sign-in sheet, presentation, and other relevant materials for the meeting to the TO Manager in advance.</p> <p>Prior to and in preparation for the kick-off meeting, the TO Contractor shall provide a draft copy of the kick-off materials, begin independent research for the IV&amp;V and obtain pertinent project documents and information from the TO Manager.</p>	NTP + 21 Calendar Days
2.5.2	<p><b>IV&amp;V Project Management Plan</b> – This plan shall be a Microsoft Word document submitted via e-mail attachment. Once the TO Manager accepts the IV&amp;V Project Management Plan deliverable, it will become the baseline to gauge variances and TO Contractor performance.</p> <p>The IV&amp;V Project Management Plan shall describe the background, purpose, and approach consistent with the IV&amp;V SOW and the TO Contractor’s Proposal.</p> <p>The Word document shall contain or be accompanied by a Microsoft Project file that is a Gantt chart schedule of tasks and time frames for all IV&amp;V deliverables. The TO Contractor shall provide a draft copy of the IV&amp;V Project Status Report (Deliverable 2.5.3) with the IV&amp;V Project Management Plan. The TO Contractor shall relegate the IV&amp;V Project Status Reports and Gantt chart to a separate part of the document for clarity.</p> <p>The TO Contractor shall update the Gantt chart as needed on a bi-weekly basis and submit it with IV&amp;V Project Status Reports (See Deliverable 2.5.3, Part F).</p>	NTP + 28 Calendar Days
2.5.3	<p><b>IV&amp;V Project Status Reports</b> – These reports shall be Microsoft Word documents submitted bi-weekly via e-mail attachment with “IV&amp;V</p>	NTP + 28 Calendar Days for the first report and bi-

	<p>Status Report” in the e-mail subject line.</p> <p>The reports shall detail the IV&amp;V activities and progress for comparison against the IV&amp;V Project Management Plan (Deliverable 2.5.2). Reports shall be submitted in conjunction with bi-weekly IV&amp;V status discussions with the TO Manager. Reports shall contain, at a minimum, the following elements:</p> <ul style="list-style-type: none"> <li>A) Purchase Order Number and the reporting period;</li> <li>B) A table listing all project deliverables and indicating percent complete for each;</li> <li>C) A list of tasks accomplished during the reporting period;</li> <li>D) A list of tasks planned for the next reporting period;</li> <li>E) A section describing any IV&amp;V project issues and risks, probability, potential impacts on the project schedule, scope, and cost. This section will describe risk response activities toward meeting original schedule, scope, and cost baselines; and</li> <li>F) An imbedded or accompanying Microsoft Project file that is the Gantt chart from the IV&amp;V Project Management Plan, updated as needed from the original plan to show revised IV&amp;V tasks and time frames.</li> </ul> <p>Note: The DPAF for this deliverable should be submitted when the last IV&amp;V Project Status Report is submitted.</p>	<p>weekly thereafter up until completion of Deliverable 2.5.6 at end of TO Phase I</p>
2.5.4	<p><b>IV&amp;V Draft Findings Report</b> –This report shall be a Microsoft Word document submitted via secure communication. Secure communication can be in the form of a password protected SharePoint site, FedEx CD, or other secure communication as agreed by TO Manager. No iterations of this report shall be sent via email.</p> <p>The report shall contain a one-page executive summary section that provides a concise overview of at least the high priority findings and recommendations organized by IV&amp;V Objectives. Findings identified shall be grouped into risk categories (i.e. Objectives, Sponsorship, Funding, Resource Availability, Interdependencies, Technical, User Interface, Organizational Culture, Supportability, Implementation, Flexibility, Others). Risk categories will be provided by DoIT.</p> <p>The report shall briefly describe the methodology used to perform the IV&amp;V. The report shall contain detailed positive and negative IV&amp;V findings, organized according to the IV&amp;V objectives.</p> <p>For negative findings, the report shall contain a table describing the deficiencies as “Improvement Opportunities” with corresponding categorization, probabilities, impacts, and recommended corrective actions for implementation by the agency. The table shall be organized according to the IV&amp;V objectives with the findings and recommendations prioritized as high, medium, or low.</p>	<p>NTP + 56 Calendar Days</p>
2.5.5	<p><b>IV&amp;V Findings: Internal Presentation to DoIT</b> – This internal presentation to DoIT shall be a Microsoft PowerPoint document submitted via secure communication. Secure communication can be in the form of a password protected SharePoint site, FedEx CD, or other secure communication as agreed by TO Manager. No iterations of this report shall be sent via email.</p>	<p>NTP + 70 Calendar Days</p>

	<p>The presentation shall be printed in sufficient color hard copies for an audience identified by the TO Manager. The presentation shall be orally presented in person by the TO Contractor to DoIT and shall describe the IV&amp;V findings and recommendations consistent with the IV&amp;V Draft Findings Report.</p>	
2.5.6	<p><b>IV&amp;V Final Findings Report</b> – This report is the finalized version of Deliverable 2.5.4, updated by the TO Contractor based on feedback received from the TO Manager on Deliverables 2.5.4 and 2.5.5. This report shall be a Microsoft Word document submitted via secure communication. Secure communication can be in the form of a password protected SharePoint site, FedEx CD, or other secure communication as agreed by TO Manager. No iterations of this report shall be sent via email.</p> <p>The TO Contractor will make themselves available for a phone discussions with the Agency to answer any questions or clarify points made in the IV&amp;V Final Findings Report.</p> <p>Findings identified shall be grouped into risk categories (i.e. Objectives, Sponsorship, Funding, Resource Availability, Interdependencies, Technical, User Interface, Organizational Culture, Supportability, Implementation, Flexibility, and Others). Risk categories will be provided by DoIT.</p>	NTP + 77 Calendar Days
2.5.7	<p><b>IV&amp;V Findings: Agency Presentation</b> - This presentation is the finalized version of Deliverable 2.5.5, updated to be consistent with the IV&amp;V Final Findings Report. Both DoIT and the agency shall be present for this presentation. This presentation shall be a Microsoft PowerPoint document submitted via secure communication. Secure communication can be in the form of a password protected SharePoint site, FedEx CD, or other secure communication as agreed by TO Manager. No iterations of this report shall be sent via email.</p>	NTP + 91 Calendar Days
2.5.8	<p><i>Note: This deliverable is optional at the sole discretion of DoIT. The decision to exercise this option will be made between Deliverables 2.5.5 and 2.5.7. DoIT will notify the TO Contractor in writing if the option is exercised.</i></p> <p><b>IV&amp;V Corrective Action Plan (CAP)</b> – This plan shall be a Microsoft Word document submitted via secure communication. Secure communication can be in the form of a password protected SharePoint site, FedEx CD, or other secure communication as agreed by TO Manager. No iterations of this report shall be sent via email.</p> <p>The TO Contractor shall obtain and incorporate input from the agency in the plan as needed through one or more meeting(s) to formalize a plan. DoIT will facilitate the CAP development by scheduling a meeting or meetings with the Agency. The plan shall contain:</p> <ul style="list-style-type: none"> <li>A) The table of deficiencies and recommended corrective actions from the IV&amp;V Final Findings Report (Deliverable 2.5.6);</li> <li>B) A break down of planned agency tasks and time frames to implement each recommended corrective action; and</li> <li>C) A break down of proposed TO Contractor tasks and time frames for</li> </ul>	NTP + 105 Calendar Days

	providing IV&V Assistance will be provided.	
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ID	Deliverables – TO Phase II – Agency Corrective Actions	Time of Performance
<p><i>Note: TO Phase II is optional at the sole discretion of DoIT. TO Contractor will be notified if option is exercised by DoIT.</i></p>		
2.5.9	<p><b>IV&amp;V Phase II Assistance*</b> – The TO Contractor shall provide either 16 (a), 32 (b), 48 (c), or 64 (d) hours of assistance to the agency toward implementing corrective actions identified in the CAP (Deliverable 2.5.8). Decision for the hours will be determined at CAP planning meeting(s).</p> <p>Updates to the proposed TO Contractor tasks and time frames for providing assistance shall be provided as an updated Deliverable 2.5.8, Part C.</p> <p>* Assistance may be on or off-site as determined by the TO Manager, and may include but not be limited to technical assistance, SDLC documentation writing / editing, training, coaching or mentoring on project management best practices, or other corrective action support tasks agreed to by the agency.</p>	<p>The time of performance for this deliverable shall occur between acceptance of Deliverable 2.5.8 (IV&amp;V CAP) and acceptance of Deliverable 2.5.11 (IV&amp;V Phase II CAP Presentation)</p>
2.5.10a 2.5.10b 2.5.10c	<p><b>IV&amp;V Phase II CAP Updates (3)</b> - These three reports shall be delivered consecutively as Microsoft Word documents submitted via secure communication. Secure communication can be in the form of a password protected SharePoint site, FedEx CD, or other secure communication as agreed by TO Manager. No iterations of this report shall be sent via email.</p> <p>The reports are cumulative and shall be updated versions of the IV&amp;V CAP (Deliverable 2.5.8) based on reviews of project artifacts. Updated information in the reports shall describe agency progress against the IV&amp;V CAP. The TO Contractor shall be required to monitor agency progress accordingly and review necessary documents as part of CAP updates.</p> <p>The third IV&amp;V Phase II CAP Update (Deliverable 2.5.10c) shall include a recommendation on whether TO Phase III is warranted due to critical, incomplete corrective actions.</p>	<p>NTP + 133 Calendar Days NTP + 161 Calendar Days NTP + 189 Calendar Days</p>
2.5.11	<p><b>IV&amp;V Phase II CAP Presentation</b> – This presentation shall be a Microsoft PowerPoint document submitted via secure communication. Secure communication can be in the form of a password protected SharePoint site, FedEx CD, or other secure communication as agreed by TO Manager. No iterations of this report shall be sent via email.</p> <p>This presentation shall be printed in sufficient color hard copies for a DoIT and agency audience. The presentation shall be orally presented in person by the TO Contractor to DoIT and the agency, and shall provide an overview of the third IV&amp;V Phase II CAP Update (Deliverable 2.5.10c).</p>	<p>NTP + 196 Calendar Days</p>

ID	Deliverables – TO Phase III – Agency Corrective Actions	Time of Performance
<i>Note: TO Phase III is optional and at the sole discretion of DoIT.</i>		
2.5.12	<p><b>IV&amp;V Phase III Assistance*</b> – The TO Contractor shall provide 16 hours of assistance to the agency toward implementing incomplete corrective actions identified in the third IV&amp;V Phase II CAP Update (Deliverable 2.5.10c).</p> <p>Updates to the proposed TO Contractor tasks and time frames for providing assistance shall be provided as an updated Deliverable 2.5.8, Part C.</p> <p>* Assistance may be on or off-site as determined by the TO Manager, and may include but not be limited to technical assistance, SDLC documentation writing / editing, training or mentoring on project management best practices, or other corrective action support tasks agreed to by the agency.</p>	The time of performance for this deliverable shall occur between acceptance of Deliverable 2.5.11 (IV&V Phase II CAP Presentation) and acceptance of Deliverable 2.5.14 (IV&V Phase III CAP Presentation)
2.5.13a 2.5.13b 2.5.13c	<p><b>IV&amp;V Phase III CAP Updates (3)</b> - These three reports shall be delivered consecutively as Microsoft Word documents submitted via secure communication. Secure communication can be in the form of a password protected SharePoint site, FedEx CD, or other secure communication as agreed by TO Manager. No iterations of this report shall be sent via email.</p> <p>The reports are cumulative and shall be updated versions of the third IV&amp;V Phase II CAP Update (Deliverable 2.5.10c) based on reviews of project artifacts. Updated information in the reports shall describe agency progress against the IV&amp;V CAP. The TO Contractor shall be required to monitor agency progress accordingly and review necessary documents as part of CAP updates.</p>	NTP + 224 Calendar Days NTP + 252 Calendar Days NTP + 280 Calendar Days
2.5.14	<p><b>IV&amp;V Phase III CAP Presentation</b> – This presentation shall be a Microsoft PowerPoint document submitted via secure communication. Secure communication can be in the form of a password protected SharePoint site, FedEx CD, or other secure communication as agreed by TO Manager. No iterations of this report shall be sent via email.</p> <p>This presentation shall be printed in sufficient color hard copies for a DoIT and agency audience. The presentation shall be orally presented in person by the TO Contractor to DoIT and the agency, and shall provide an overview of the final IV&amp;V Phase III CAP Update (Deliverable 2.5.13c).</p>	NTP + 287 Calendar Days

## 2.6 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

For each IV&V, the TO Contractor shall keep itself informed of and comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects applicable to its activities and obligations under the TO Agreement, as those laws, policies, standards and guidelines may be amended from time to time. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution and it shall obtain and maintain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under the TO Agreement. These may include, but are not limited to:

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

## 2.7 TO CONTRACTOR EXPERTISE REQUIRED

The TO Contractor must document its ability to provide a high level of expertise in performing an IV&V consistent with the IV&V Objectives described in Sections 2.2.1, 2.3.1, and 2.4.1. The TO Contractor must demonstrate expertise in performing an IV&V consistent with the policies, guidelines and methodologies in Section 2.6 and with projects of various magnitudes of scope and budget ranging from sub-million to multi-million dollar projects.

In addition, the TO Contractor shall document that it is capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The Master TO Contractor shall have expertise available in-house or through fostered strategic alliances with other firms for providing such services.

## 2.8 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS

The following personnel minimum qualification is mandatory for each IV&V:

A PMI certified PMP shall be designated and assigned by the TO Contractor to serve as the IV&V Project Manager. This individual assigned to lead from one to three IV&Vs shall have three years of experience performing IV&V or equivalent quality assurance work on IT development projects comparable in scope to the applicable project(s) described in Sections 2.2, 2.3, and 2.4.

## 2.9 INVOICING

Following the submission of each completed deliverable, the TO Contractor shall separately submit a DPAF, provided as Attachment 7, to the TO Manager. DPAFs shall be submitted as MS Word documents by email. Following the return of the executed DPAF indicating "Accepted" and signed by the TO Manager, the TO Contractor shall submit an invoice for the deliverable in accordance with the procedures in Section 2.9.1. The invoice must be accompanied by a copy of the executed DPAF or payment shall be withheld.

Payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS Master Contract. **PAYMENT TO THE TO CONTRACTOR WILL ONLY BE MADE FOR ACTUAL ACCEPTED DELIVERABLES.**

### INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the DoIT Project Management Office as the TO Requesting Agency and contain the deliverable identification number and description, associated TO Agreement number, date of invoice, invoice dollar amount consistent with the Price Proposal Form (Attachment 1), the TO Contractor's Federal Employer Identification Number, and a point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice along with a copy of the executed DPAF for each deliverable being invoiced. Invoices shall be submitted for payment to the DoIT at the address below. Alternatively, invoices and copies of executed DPAFs may be submitted as .PDF files by email as directed by the TO Manager.

IV&V Program Manager  
c/o Director, Fiscal Services  
Maryland Department of Information Technology

45 Calvert Street, Room 441  
Annapolis MD 21401

- C) The last invoice submitted under the TO Agreement shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

# SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

## 3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS TORFP must respond by the closing date and time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit either:

- 1) A single TO Proposal encompassing all three IV&Vs; or
- 2) A completed Master Contractor feedback form (submitted electronically through the CATS web site).

## 3.2 FORMAT

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements described in Section 1.3 and consistent with layout and instructions in Attachment 10.

### THE TECHNICAL RESPONSE OF THE TASK ORDER PROPOSAL SHALL INCLUDE AND BE ORGANIZED AS FOLLOWS:

- 1 General
  - 1.1 Executive Summary
    - 1.1.1 Background and Capabilities
    - 1.1.2 State's Purpose and Desired Approach for conducting IV&Vs
  - 1.2 Proposed Methodology
  - 1.3 SDLC Understanding
  - 1.4 General IV&V
    - 1.4.1 Risk Assessment
    - 1.4.2 Assumptions
    - 1.4.3 Three Example Projects
    - 1.4.4 State of Maryland Experience
    - 1.4.5 State Assistance
    - 1.4.6 Confidentiality
- 2 IV&V-Specific Information
  - 2.1 List of IV&Vs
  - 2.2 IV&V #F \_\_\_\_\_ (TITLE)
    - 2.2.1 IV&V Objectives (Offeror's Interpretation/Understanding)
    - 2.2.2 IV&V-Specific Assumptions
    - 2.2.3 IV&V-Specific Risk
    - 2.2.4 Extra time or work required
    - 2.2.5 Roles and Responsibilities
    - 2.2.6 IV&V Gantt Chart
    - 2.2.7 MBE Participation Forms D-1 and D-2
    - 2.2.8 Conflict of Interest Affidavit and Disclosure
- 3 Proposal Attachments
  - 3.1 Resumes
  - 3.2 TORFP Attachment 5 - Labor Classification Personnel Resume Summary
  - 3.3 TORFP Attachment B: PMI certificate
  - 3.4 TORFP Attachment 2 - Forms D-1 Certified MBE Utilization and Fair Solicitation Affidavit, and D-2 MBE Participation Schedule
  - 3.5 Sample Documents/Templates

Note: All of Section 2.2 must be repeated for each of the 3 IV&Vs .

Please see Attachment 10 – Technical Response Template for additional information and instructions on completing the various sections of Technical Response for the TO Proposal.

### **3.2.1 FINANCIAL RESPONSE**

**THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE (Submit a separate financial response for each IV&V proposed.)**

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based.  
(Assumptions may not constitute conditions, contingencies, or exceptions to the price proposal.);
- B) Completed Financial Proposal – Attachment 1, including:
  - 1) TORFP and IV&V identification #.
  - 2) Fixed-price dollar figures rounded to the nearest whole dollar.
  - 3) Applicable labor categories and time and material dollar figures rounded to the nearest whole dollar.

## **SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT**

### **4.1 EVALUATION CRITERIA**

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

### **4.2 TECHNICAL CRITERIA**

If the minimum qualifications in Sections 2.7 and 2.8 are met, the following are the technical criteria for evaluating a TO Proposal in descending order of importance (Failure to meet minimum qualifications shall disqualify a proposal):

- A) The capability of the Master Contractor's and any subcontractor's proposed personnel to perform the services described in the Master Contractor's technical response to this TORFP.
- B) The Master Contractor's overall understanding of the SOW (Section 2) of this TORFP. The level of SOW understanding shall be determined by the quality and accuracy of the technical response in adherence to Section 3.2.
- C) Experience, capability and references for the Master Contractor and proposed subcontractors as described in the Master Contractor's technical response to Section 3.2.

### **4.3 SELECTION PROCEDURES**

- A) Only when a TO Proposal is deemed technically qualified will the financial proposal be considered. All others will receive e-mail notice from the TO Procurement Officer of being not reasonably susceptible of being selected for award, and if requested, unopened financial proposals will be returned.
- B) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- C) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit will receive greater weight than price.

### **4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT**

Commencement of work in response to a TO Agreement for each IV&V shall be initiated only upon issuance of a fully executed TO Agreement, Non-Disclosure Agreement (To Contractor), Purchase Order, and by a NTP.

# ATTACHMENT 1 - PRICE PROPOSAL FORM

## IV&V # F50P040009\_\_

ID	TO Phase I – Deliverables	Proposed Price
2.5.1	IV&V Kick-Off Meeting	
2.5.2	IV&V Project Management Plan	
2.5.3	IV&V Project Status Reports	
2.5.4	IV&V Draft Findings Report	
2.5.5	IV&V Internal Presentation to DoIT	
2.5.6	IV&V Final Findings Report	
2.5.7	IV&V Findings: Agency Presentation	
2.5.8	IV&V Phase II Corrective Action Plan (CAP) – <i>Optional and at sole discretion of DoIT.</i>	
<b>Proposed Fixed Price for TO Phase I – Deliverables</b>		
<p><i>The deliverables below are optional and at the sole discretion of DoIT</i></p> <p><i>*Selection of the Assistance Hours (a, b, c, or d) will be determined by DoIT at CAP Meeting(s) and prior to delivery of 2.5.8. Price for 2.5.9 will not exceed 64 Hours</i></p> <ul style="list-style-type: none"> <li>▪ <i>NOTE – [B] and [C] are fixed prices</i></li> <li>▪ <i>NOTE – [A1], [A2], [A3] &amp; [A4] are evaluated prices</i></li> </ul> <p><i>Multiply each proposed fixed price for [A1], [A2], [A3] &amp; [A4] by .25 (weighted value) for evaluation purposes.</i></p>		
ID	TO Phase II – Deliverables	Proposed Price
		<b>Proposed Fixed Price</b>
		<b>Evaluated Price = Proposed Fixed Price x .25</b>
2.5.9a or * [A1]	IV&V Phase II Assistance (16 Hours)	
2.5.9b or * [A2]	IV&V Phase II Assistance (32 Hours)	
2.5.9c or * [A3]	IV&V Phase II Assistance (48 Hours)	
2.5.9d or * [A4]	IV&V Phase II Assistance (64 Hours)	
2.5.10a-c [B]	IV&V Phase II CAP Updates (Upon acceptance of third report, 2.5.10c)	
2.5.11 [C]	IV&V Phase II CAP Presentation	
<b>Proposed Evaluated Price for TO Phase II – Deliverables</b>		
<b><u>[A1 + A2 + A3 + A4 + B + C]</u></b>		

*TO Phase III is optional and at the sole discretion of DoIT.*

<b>ID</b>	<b>TO Phase III – Deliverables</b>	<b>Proposed Price</b>
2.5.12	IV&V Phase III Assistance	
2.5.13a-c	IV&V Phase III CAP Updates (Upon acceptance of third report, 2.5.13c)	
2.5.14	IV&V Phase III CAP Presentation	
<b>Proposed Fixed Price for TO Phase III – Deliverables</b>		
<b>TOTAL PROPOSED FIXED PRICE = Sum of TO Phases I-III</b>		

\_\_\_\_\_  
Authorized Individual Name

\_\_\_\_\_  
Company Name

Title

Company Tax ID #

**SUBMIT AS REQUIRED IN SECTION 3.2.1 OF THE TORFP.**

## **ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE (MBE) FORMS**

### **TO CONTRACTOR MBE REPORTING REQUIREMENTS**

#### **CATS TORFP**

#### **F50P0400091/92/93\_**

These instructions are meant to accompany the customized reporting forms sent to you by the TO Manager. If, after reading these instructions, you have additional questions or need further clarification, please contact the TO Manager immediately.

1. As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the TO Agreement, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for this TORFP. Part of that effort, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
2. The TO Contractor must complete a separate form D-5 for each MBE subcontractor for each month of the TO Agreement and submit one copy to each of the locations indicated at the bottom of the form. The report is due not later than the 15<sup>th</sup> of the month following the month that is being reported. For example, the report for January's activity is due not later than the 15<sup>th</sup> of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.
3. The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy and/or hard copy) of form D-6. The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize form D-6 (upper right corner of the form) for the subcontractor the same as the form D-5 was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.
4. It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports not later than the 15<sup>th</sup> of each month regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of the form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime TO Contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized.

## ATTACHMENT 2 – MBE FORMS

### FORM D-1

#### CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

**Offeror shall complete and submit a separate Form D-1 (Certified MBE Utilization and Fair Solicitation Affidavit) with each TO Technical Proposal for which it proposes an IV&V. If the Offeror fails to submit this Form D-1 with the TO Technical Proposal for each IV&V proposed, the TO Procurement Officer shall determine that any TO Proposal for which the Form D-1 was not submitted is not reasonably susceptible of being selected for award.**

In conjunction with the offer submitted in response to TORFP No. F50P040009\_, I affirm the following:

1. I acknowledge the overall certified MBE participation goal of 30% percent I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude I am unable to achieve it. Instead, I intend to achieve an MBE goal of \_\_\_\_\_percent and request a waiver of the remainder of the goal. If I am the apparent TORFP awardee, I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.

2. I have identified the specific commitment of each certified MBE by completing and submitting an MBE Participation Schedule (Attachment D-2) with the TO Technical Proposal.
3. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.
4. I understand that if I am notified that I am the apparent TO awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
  - (a) Outreach Efforts Compliance Statement (Attachment D-3)
  - (b) Subcontractor Project Participation Statement (Attachment D-4)
  - (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
  - (d) Any other documentation required by the TO Procurement Officer to ascertain the offeror's responsibility in connection with the certified MBE participation goal.

If I am the apparent TORFP awardee, I acknowledge that if I fail to return each completed document within the required time, the TO Procurement Officer may determine that I am not responsible and therefore not eligible for TORFP award. If the TORFP has already been awarded, the award is voidable.

5. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

\_\_\_\_\_  
Offeror Name

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

**SUBMIT SIGNED AS A .PDF FILE WITH THE TECHNICAL RESPONSE AS  
REQUIRED IN SECTIONS 1.3 AND 1.4 OF THE TORFP.**

## ATTACHMENT 2 – MBE FORMS

### FORM D-2

#### MBE PARTICIPATION SCHEDULE

**Offeror shall complete and submit a separate Form D-2 (MBE Participation Schedule) with each TO Technical Proposal for which it proposes an IV&V. If the Offeror fails to submit this Form D-2 with the TO Technical Proposal for each IV&V proposed, the TO Procurement Officer shall determine that any TO Proposal for which the Form D-2 was not submitted is not reasonably susceptible of being selected for award.**

Prime TO Contractor (Firm Name, Address, Phone)	Task Order Description
TO Agreement Number F50P040009_	
<b>List Information For Each Certified MBE Subcontractor On This Project</b>	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	

**USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED**

#### SUMMARY

<b>TOTAL MBE PARTICIPATION:</b>	%
<b>TOTAL WOMAN-OWNED MBE PARTICIPATION:</b>	%
<b>TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:</b>	%

Document Prepared By: (Please print or type.)

Name: \_\_\_\_\_ Title: \_\_\_\_\_

**SUBMIT SIGNED AS A .PDF FILE WITH THE TECHNICAL RESPONSE  
AS REQUIRED IN SECTIONS 1.3 AND 1.4 OF THE TORFP.**

**ATTACHMENT 2 – MBE FORMS**

**FORM D-2**

**MBE PARTICIPATION SCHEDULE (CONTINUED)**

List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	

**SUBMIT AS A .PDF FILE WITH THE TECHNICAL RESPONSE  
AS REQUIRED IN SECTIONS 1.3 AND 1.4 OF THE TORFP.**

**ATTACHMENT 2 – MBE FORMS**

**FORM D-3**

**OUTREACH EFFORTS COMPLIANCE STATEMENT**

In conjunction with the MBE participation commitment submitted in response to TORFP # F50P040009\_, I state the following:

- 1. Offeror identified opportunities to subcontract in these specific work categories:
  
- 2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.
  
- 3. Offeror made the following attempts to contact personally the solicited MBEs:
  
- 4.  /Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.

(DESCRIBE EFFORTS)

This project does not involve bonding requirements.

- 5.  Offeror did/did not attend the pre-proposal conference
  
- No pre-proposal conference was held.

_____	By:	_____
Offeror Name		Name
_____		_____
Address		Title
		_____
		Date

**SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTIFICATION OF AWARD.**

**ATTACHMENT 2 – MBE FORMS**

**FORM D-4**

**SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT**

**SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE**

Provided that \_\_\_\_\_ is awarded the TO Agreement in  
(Prime TO Contractor Name)  
conjunction with TORFP No. F50P040009\_, it and \_\_\_\_\_,  
(Subcontractor Name)

MDOT Certification No. \_\_\_\_\_, intend to enter into a contract by which the subcontractor shall:

(Describe work to be performed by MBE):

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- No bonds are required of Subcontractor
- The following amount and type of bonds are required of Subcontractor:

By:

By:

\_\_\_\_\_  
Prime TO Contractor Signature

\_\_\_\_\_  
Subcontractor Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTIFICATION OF AWARD.**

## ATTACHMENT 2 – MBE FORMS

### FORM D-5

#### MBE PARTICIPATION TO CONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): _____ <b>Report is due by the 15<sup>th</sup> of the following month.</b>	CATS TORFP #F50P040009_ Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
--	---

Prime TO Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
<b>List all unpaid invoices over 30 days old received from the MBE subcontractor named above:</b>			
1.			
2.			
3.			
Total Dollars Unpaid: \$ _____			

\*\*If more than one MBE subcontractor is used for this contract, please use separate forms.

**Return one copy of this form to the following address:**

MBE Officer Department of Information Technology Procurement Unit 45 Calvert Street, 1 <sup>st</sup> Floor Annapolis, MD 21401 DoIT.MBE@DoIT.state.md.us	
---	--

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SUBMIT AS REQUIRED IN THE TO CONTRACTOR MBE REPORTING REQUIREMENTS SECTIONS 1 THROUGH 4.**

## ATTACHMENT 2 – MBE FORMS

### FORM D-6

#### MBE PARTICIPATION SUBCONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____  Reporting Period (Month/Year): ___/_____  <b>Report Due By the 15<sup>th</sup> of the following month.</b>	CATS TORFP #F50P040009_ Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____	
MBE Subcontractor Name: _____		
MDOT Certification #: _____		
Contact Person: _____		
Address: _____		
City: _____	State: _____	ZIP: _____
Phone: _____	FAX: _____	
Subcontractor Services Provided: _____		
<b>List all payments received from Prime TO Contractor during reporting period indicated above.</b> 1. _____  2. _____  3. _____  <b>Total Dollars Paid: \$</b> _____	<b>List dates and amounts of any unpaid invoices over 30 days old.</b> 1. _____  2. _____  3. _____  <b>Total Dollars Unpaid: \$</b> _____	
Prime TO Contractor: _____		Contact Person: _____

**Return one copy of this form to the following address:**

MBE Officer Department of Information Technology Procurement Unit 45 Calvert Street, 1 <sup>st</sup> Floor Annapolis, MD 21401 DoIT.MBE@DoIT.state.md.us	
---	--

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SUBMIT AS REQUIRED IN THE TO CONTRACTOR MBE REPORTING REQUIREMENTS, SECTIONS 1 THROUGH 4.**

## **ATTACHMENT 3 – TASK ORDER AGREEMENT**

**CATS TORFP# F50P0400091 (OSVS)**

**CATS TORFP# F50P0400092 (SPS)**

**CATS TORFP# F50P0400093 (WEB REVAMP)**

**OF MASTER CONTRACT #050R5800338**

This Task Order Agreement (“TO Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 2008 by and between the Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, Department of Information Technology (DoIT).

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
  - a. “CATS TORFP” collectively means the Task Order Request for Proposals # F50P0400091 (OSVS), # F50P0400092 (SPS), and # F50P0400093 (Web Revamp) all dated August 10, 2009, including any addenda.
  - b. “Master Contract” means the CATS Master Contract between DoIT and the Master Contractor dated December 19, 2005.
  - c. “TO Procurement Officer” means Gisela Blades. DoIT may change the TO Procurement Officer at any time by written notice to the TO Contractor.
  - d. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_ and whose principal office in Maryland is \_\_\_\_\_.
  - e. “TO Manager” means Tony Ma of DoIT. DoIT may change the TO Manager at any time by written notice to the TO Contractor.
  - f. “TO Proposal - Technical” means the TO Contractor’s technical response dated \_\_\_\_\_, 2008 to the CATS TORFP.
  - g. “TO Proposal – Financial” means the Task Order Contractor’s financial response to the CATS TORFP dated \_\_\_\_\_, 2008 of TO Proposal - Financial.
  - h. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
  - i. “TO Requesting Agency” means the Department of Information Technology, as identified in the CATS TORFP.
2. Scope of Work
  - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
  - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the IV&V services set forth in Section 2 - Scope of Work of the CATS TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:

- a. The TO Agreement;
- b. Exhibit A – CATS TORFP;
- c. Exhibit B – TO Proposal-Technical; and
- d. Exhibit C – TO Proposal-Financial.

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

4. Consideration and Payment

4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS TORFP and shall not exceed:

- \$\_\_\_\_\_ for F50P0400091 (OSVS);
- \$\_\_\_\_\_ for F50P0400092 (SPS); and
- \$\_\_\_\_\_ for F50P0400093 (Web Revamp).

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. See Section 2.10 Change Orders of the TORFP.

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

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

4.5 Cost and Price Certification

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of the TO Proposal.

The price under this TO Agreement and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its TO Proposal, was inaccurate, incomplete, or not current.

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

TO Contractor Name

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

Witness/Attest: \_\_\_\_\_

STATE OF MARYLAND, TO Requesting Agency

\_\_\_\_\_ \_\_\_\_\_  
By: 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 subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C) The Offeror warrants that, except as disclosed in Section D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets as necessary):
- E) The Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the TO Agreement has been awarded and performance of the TO Agreement has begun, the TO Contractor shall continue performance until notified by the TO Procurement Officer of any contrary action to be taken.

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

Date: \_\_\_\_\_ By: \_\_\_\_\_

(Authorized Representative and Affiant)

**SUBMIT WITH THE TECHNICAL RESPONSE.**

## **ATTACHMENT 5 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY**

### **INSTRUCTIONS:**

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.
2. Only labor classifications proposed in the Master Contractors Technical proposal may be proposed under the CATS TORFP process.
3. For each person proposed in any of the labor classifications, complete one Labor Classification Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.

For example: If you propose John Smith who is your subcontractor and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as three months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement.

4. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
5. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.
6. Additional information may be attached to each Labor Classification Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.



## **ATTACHMENT 6 – DIRECTIONS TO THE PRE-TO PROPOSAL CONFERENCE**

### **From Baltimore Area:**

- Take I-97 off the Baltimore Beltway heading south to Annapolis.
- I-97 will end and turn into Route 50 East.
- Take Rowe Blvd. exit toward downtown Annapolis.

### **From the Eastern Shore or Route 2:**

- Cross the Severn River Bridge and exit on Rowe Blvd.

### **From Either Direction:**

- Follow Rowe Blvd. to the third traffic light.
- Stay to the right when the road splits before the Treasury Building.
- Turn right onto Calvert St.
- 45 Calvert Street is the first building immediately on the right.
- Room 164 is on the first floor.
- Stop and register with the Security Guard; you will be directed to Room 164.

### **Parking:**

- The closest garage is next to 45 Calvert St. but must be entered from Clay St. This is the second right turn after turning onto Calvert St. Turn right onto Clay St. immediately after passing 45 Calvert St.
- Another garage is available about a half of a block down from 45 Calvert St. on the left, called Gotts' Garage.
- There is also limited metered parking available on Calvert and surrounding streets.

# ATTACHMENT 7 - DELIVERABLE PRODUCT ACCEPTANCE FORM (DPAF)

(Submit one DPAF for each deliverable)

**TO Requesting Agency:**

**TO Agreement Name:** (Example: SBE OSVS IV&V)

**TO Agreement #:** F50P040009\_

**DOIT Contact:** Tony Ma, 410-260-6135, [tma@DoIT.state.md.us](mailto:tma@DoIT.state.md.us) (TO Manager)

**TO Contractor:**

**TO Contractor Contact:**

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

Deliverable ID# From Section 2.5 of the TORFP	Deliverable Title

**The Information Below Shall Be Filled-In by DoIT**

---

DELIVERABLE DISPOSITION:

Is accepted.

Is rejected (for reasons indicated below).

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

\_\_\_\_\_  
TO Manager Signature

\_\_\_\_\_  
Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.5 DELIVERABLES AND TIME OF PERFORMANCE

## **ATTACHMENT 8 - NON-DISCLOSURE AGREEMENT (MASTER CONTRACTOR)**

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

MASTER CONTRACTOR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP #F10P\_\_\_\_\_ for TORFP Project F50P040009\_. In order for the MASTER CONTRACTOR to submit a TO Proposal, it will be necessary for the State to provide the MASTER CONTRACTOR with access to certain confidential information including, but not limited, to \_\_\_\_\_. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in Section 1.7 Non-Disclosure Agreement of the TORFP, MASTER CONTRACTOR agrees as follows:

1. MASTER CONTRACTOR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7 Non-Disclosure Agreement of the TORFP, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the MASTER CONTRACTOR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the MASTER CONTRACTOR shall provide originals of such executed Agreements to the State. Each employee or agent of the MASTER CONTRACTOR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the MASTER CONTRACTOR.
3. MASTER CONTRACTOR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the MASTER CONTRACTOR does not submit a Proposal, the MASTER CONTRACTOR shall return the Confidential Information to TO Procurement Officer, Department of Information Technology on or before the due date for Proposals.
4. MASTER CONTRACTOR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the MASTER CONTRACTOR'S failure to comply with the requirements of this Agreement. The MASTER CONTRACTOR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the MASTER CONTRACTOR or any employee or agent of the MASTER CONTRACTOR to comply with the requirements of this Agreement, MASTER CONTRACTOR and such employees and agents of MASTER CONTRACTOR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. MASTER CONTRACTOR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. MASTER CONTRACTOR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the MASTER CONTRACTOR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the MASTER CONTRACTOR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

MASTER CONTRACTOR: \_\_\_\_\_ BY: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

**SUBMIT AS REQUIRED IN SECTION 1.6 NON-DISCLOSURE AGREEMENT OF THE TORFP.**

## ATTACHMENT 9 - NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

This Non-Disclosure Agreement (the "Agreement") is made as of this \_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the State of Maryland ("the State"), acting by and through its Department of Information Technology (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 IV&V \_\_\_\_\_ (IV&V Name) TORFP # F50P040009\_ dated \_\_\_\_\_, (the "TORFP) issued under the CATS procurement issued by the Department, Project Number 050R5800338; and

**WHEREAS**, in order for the TO Contractor to perform the work required under the TO Agreement, it will be necessary for the State to provide the TO Contractor and the TO Contractor's employees and agents (collectively the "TO Contractor's Personnel") with access to certain confidential information regarding \_\_\_\_\_ (the "Confidential Information").

**NOW, THEREFORE**, in consideration of being given access to the Confidential Information in connection with the TORFP and the TO Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State's prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor's personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor's personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor's performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor's personnel or the TO Contractor's former personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.
7. A breach of this Agreement by the TO Contractor or by the TO Contractor's personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.

8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. TO Contractor and each of the TO Contractor's personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
  - a. This Agreement shall be governed by the laws of the State of Maryland;
  - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
  - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
  - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
  - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
  - f. The Recitals are not merely prefatory but are an integral part hereof.

**TO Contractor/TO Contractor's Personnel:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Department of Information Technology:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SUBMIT AS REQUIRED IN SECTION 1.6 NON-DISCLOSURE AGREEMENT OF THE TORFP.**

**ATTACHMENT 10 – TECHNICAL RESPONSE TEMPLATE (MASTER CONTRACTOR)**



**S T A T E   O F   M A R Y L A N D**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**

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

**TECHNICAL RESPONSE TEMPLATE**

**Issued By:**

**Department of Information Technology**  
**Project Management Office**

**ISSUE DATE: September 23, 2008**

## TECHNICAL RESPONSE FORMAT AND INSTRUCTIONS

Each Master Contractor should submit only **one technical proposal**. Each proposal should be printable on 8 ½ x 11" paper, have 1 inch margins, and be single-spaced in a font size no smaller than 10 point. Please number pages and clearly mark sections. The proposal should be organized and indexed in the format indicated below.

### A. TECHNICAL RESPONSE CONTENT

- 1 General
  - 1.1. Executive Summary
    - 1.1.1 Background and Capabilities
    - 1.1.2 State's Purpose and Desired Approach for conducting IV&Vs
  - 1.2. Proposed Methodology
  - 1.3. SDLC Understanding
  - 1.4. General IV&V
    - 1.4.1. Risk Assessment
    - 1.4.2. Assumptions
    - 1.4.3. Three Example Projects
    - 1.4.4. State of Maryland Experience
    - 1.4.5. State Assistance
    - 1.4.7. Confidentiality
- 2 IV&V-Specific Information
  - 2.1. List of IV&Vs
  - 2.2. IV&V #F\_\_\_\_\_ (TITLE)]
    - 2.2.1. IV&V Objectives (Offeror's Interpretation/Understanding)
    - 2.2.2. IV&V-Specific Assumptions
    - 2.2.3. IV&V-Specific Risk
    - 2.2.4. Extra time or work required
    - 2.2.5. Roles and Responsibilities
    - 2.2.6. IV&V Gantt Chart
    - 2.2.7. MBE Participation Forms D-1 and D-2
    - 2.2.8. Conflict of Interest Affidavit and Disclosure
- 3 Proposal Attachments
  - 3.1. Resumes
  - 3.2. TORFP Attachment 5 - Labor Classification Personnel Resume Summary
  - 3.3. TORFP Attachment B: PMI certificate
  - 3.4. TORFP Attachment 2 - Forms D-1 Certified MBE Utilization and Fair Solicitation Affidavit, and D-2 MBE Participation Schedule
  - 3.5. Sample Documents/Templates

Note: All of Section 2.2 must be repeated for each of the 5 IV&Vs being proposed by Master Contractor.

## **1 General Information**

General Information (The following sections of the technical response are generally applicable and shall NOT name or contain information pertaining to the specific IV&Vs under this TORFP).

### **1.1. Executive Summary**

A brief overview describing the Master Contractor's background and capabilities for IV&V performance (Technical Response Template - Section 1.1.1). This section also shall describe the Master Contractor's understanding of the State's purpose and desired approach for conducting IV&Vs (Technical Response Template - Section 1.1.2) as noted in the TORFP Sections 2.1.1 and 2.1.2.

#### **1.1.1. Background and Capabilities**

Please provide a brief overview describing the Master Contractor's background and capabilities for IV&V performance.

#### **1.1.2. State's Purpose and Desired Approach for conducting IV&Vs**

Please describe the Master Contractor's understanding of the State's purpose and desired approach for conducting IV&Vs as noted in the TORFP Sections 2.1.1 and 2.1.2.

### **1.2. Proposed Methodology**

A detailed discussion of the Master Contractor's IV&V methodology. This section shall describe the applicability of the methodology to different system development phases, specifically:

- a. planning / requirements analysis
- b. design / development
- c. testing / implementation

### **1.3. SDLC Understanding**

SDLC Understanding: A brief discussion demonstrating the Master Contractor's understanding of how State agencies should be applying the SDLC methodology to MITDPs (Refer to TORFP Section 2.6, B).

### **1.4. General IV&V**

#### **1.4.1. Risk Assessment**

Identification and prioritization of risks inherent in producing each IV&V deliverable listed in TORFP Section 2.5 and proposed risk responses. This section shall provide a baseline for ongoing risk assessments that are part of the bi-weekly "IV&V Status Reports" deliverable described in TORFP Section 2.5.3. Please include risk item, risk category, probability, impact, priority, and risk response strategy.

#### **1.4.2. Assumptions**

A description of any general assumptions formed by the Master Contractor in developing the Technical Proposal.

### **1.4.3. Three Example Projects**

Provide three examples of projects the Master Contractor and / or Subcontractor have completed that were similar in scope to those defined in this TORFP. Each of the three examples must include a reference complete with the following:

- d. Name of organization for which the work was performed
- e. Name, title, and telephone number of point-of-contact for the reference
- f. Type and duration of contract(s) supporting the reference
- g. The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP
- h. Whether the Master Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization

### **1.4.4. State of Maryland Experience**

If applicable, the Master Contractor shall submit a list of all contracts it currently holds, or has held within the past five years, with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:

- a. The State contracting entity
- b. A brief description of the services/goods provided
- c. The dollar value of the contract
- d. The term of the contract
- e. Whether the contract was terminated prior to the specified original contract termination date, and if yes, the reason(s) why
- f. Whether any available renewal option was not exercised
- g. The State employee contact person (name, telephone number and e-mail)

### **1.4.5. State Assistance**

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

### **1.4.6. 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 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed

## **2 IV&V-Specific Information**

(The following sections of the technical response shall pertain to and be organized by specific IV&Vs).

### **2.1. List of IV&Vs**

A list of the IV&Vs the Master Contractor is proposing to perform. Please provide minimum set of information in table below.

IV&V Name	Agency	Prime	MBE (Y/N)	SBR (Y/N)	Subcontractor	MBE (Y/N)	SBR (Y/N)

NOTE: Offerors must repeat the Technical Response Template - Section 2.2 and subsections below for each IV&V. For example, if there are 2 IV&Vs, Section 2.2 should be repeated twice as Section 2.2 and 2.3 respectively.

**2.2. IV&V # F50P040009\_ (TITLE)**

For each IV&V listed, the Master Contractor shall cite the corresponding IV&V Objectives from TORFP Section related to IV&V being discussed. The Master Contractor shall describe any IV&V specific assumptions (Technical Response Template - Section 2.2.2), specific risks (Technical Response Template - Section 2.2.3), or extra time or work required (Technical Response Template - Section 2.2.4) to achieve the Objective.

**2.2.1. IV&V-Objectives (Offeror’s Interpretation/Understanding)**

The Master contractor shall cite the corresponding IV&V Objectives and describe its understanding of the work to be performed.

**2.2.2. IV&V-Specific Assumptions**

The Master contractor shall describe any IV&V specific assumptions here for specific IV&V.

**2.2.3. IV&V-Specific Risk**

The Master contractor shall describe any IV&V specific risks. Please include risk item, risk category, probability, impact, priority, and risk response strategy in accordance to PMI standards.

**2.2.4. Extra time or work required**

Master contractor shall describe any extra time or work required to achieve the Objective for specific IV&V.

**2.2.5. Roles and Responsibilities**

For each IV&V the Master Contractor is proposing to perform, provide the following information on proposed personnel:

- a. Roles and Responsibilities Matrix of individual on the project. Identify all proposed contractor personnel, subcontractor personnel, including MBEs, and their full roles in the performance of the proposed work. See example table below.
- b. Resumes for all proposed personnel including subcontractor (place into Technical Response Template - Section 3.1). The resume(s) for the IV&V Project Manager described in TORFP Section 2.8 shall be clearly designated as such and be accompanied by a copy of that individual’s PMI certificate (TORFP Attachment B). The PMI certificate shall serve as objective proof that the minimum qualification in TORFP Section 2.8 is met. Submit only one resume for each proposed personnel and indicate roles on resume.
- c. Provide the names and titles of all key management personnel who shall be supervising the proposed personnel.
- d. Complete and provide TORFP Attachment 5 - Labor Classification Personnel Resume Summary – for all proposed personnel and place in Technical Response Template - Section 3.2

Resource Name	IV&V Project Role	Company	Sub (Y/N)	MBE (Y/N)	IV&V Responsibilities

**2.2.6. IV&V Gantt Chart**

A Microsoft Project Gantt chart showing the specific IV&V Project Deliverables listed in TORFP Section 2.5, broken down into sub-tasks and time frames required to produce each deliverable. This chart shall be the first iteration of the Gantt chart described in TORFP Section 2.5.2. The chart shall show actual personnel assigned and work hours estimated, for each sub-task.

**2.2.7. MBE Participation Forms D-1 and D-2**

For each IV&V the Master Contractor is proposing to perform, submit completed MBE documents TORFP Attachment 2 - Forms D-1 Certified MBE Utilization and Fair Solicitation Affidavit, and D-2 MBE Participation Schedule.

**2.2.8. Conflict of Interest Affidavit and Disclosure**

For each IV&V the Master Contractor is proposing to perform, submit completed Conflict of Interest Affidavit and Disclosure form included as TORFP Attachment 4.

**3 Proposal Attachments**

**3.1. Resumes**

Attach all resumes of personnel proposed in Technical Response Template - Section 2 as per Resume Format (See Attachment 11). Please only have one copy of resume for an individual if they are being proposed for multiple IV&Vs. Please identify the IV&Vs and IV&V Project role in the Resume Format.

**3.2. TORFP Attachment 5 - Labor Classification Personnel Resume Summary**

Attach TORFP Attachment 5 – Labor Classification Personnel Resume Summary for all resumes of personnel proposed in Section 2.

**3.3. TORFP Attachment B: PMI certificate**

Attach TORFP Attachment B – PMI Certificate for all PMI Certified personnel.

**3.4. TORFP Attachment 2 - Forms D-1 Certified MBE Utilization and Fair Solicitation Affidavit, and D-2 MBE Participation Schedule**

Attach TORFP Attachment 2 (Forms D-1 & D-2) for MBEs.

**3.5. Sample Documents/Templates**

Attach other documentation the Master Contractor wishes to provide to DoIT as part of their response to the TORFP.

## ATTACHMENT 11 – RESUME FORMAT

### RESUME

Provide the following information for the key personnel in Section 2 of Technical Response. Follow this format for each person.

NAME	IV&V PROJECT(S)/IV&V ROLE(S)		
COMPANY			
EDUCATION / TRAINING <i>(Begin with baccalaureate or other initial professional education.)</i>			
INSTITUTION AND LOCATION	DEGREE <i>(if applicable)</i>	YEAR(s)	FIELD OF STUDY

#### A. Select IV&V, QA or related Technical Experience

[Company/Organization] [Project Name (Optional)] [Title/Role] [Period of Employment/Work] [Location (Optional)]	<i>Description of Work...</i>
[Company/Organization] [Project Name (Optional)] [Title/Role] [Period of Employment/Work] [Location (Optional)]	<i>Description of Work...</i>

#### B. Other Related Experience

#### C. Positions and Employment

EXPERIENCE: Concluding with present position, list, in chronological order, previous employment.

*Example:*

*01/2008 – Present      Project Manager, Company ABC*

*01/2007 – 01/2008      Project Lead, Company ABC*

*01/2006 – 01/2007      Developer, Company XYZ*

# ATTACHMENT 12 – Master 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.state.md.us](mailto:contractoversight@doit.state.md.us) with the TO number in the subject line.

<b>Master Contractor:</b>	
<b>Master Contractor Contact / Phone:</b>	
<b>Procuring State Agency Name:</b>	
<b>TO Title:</b>	
<b>TO Number:</b>	
<b>TO Type (Fixed Price, T&amp;M, or Both):</b>	
<b>Checklist Issue Date:</b>	
<b>Checklist Due Date:</b>	
<b>Section 1 - Task Orders with Invoices Linked to Deliverables</b>	
<p>A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, complete B and C below. If no, skip to Section 2.)</p>	
<p>B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>	
<p>C) Is the deliverable acceptance process being adhered to as defined in the TORFP?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>	
<b>Section 2 - Task Orders with Invoices Linked to Time, Labor Rates and Materials</b>	
<p>A) If the TO involves material costs, are material costs passed to the agency without markup by the Master Contractor?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>	
<p>B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>	

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 yes, complete B through E below. 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) \_\_\_\_\_

D) 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) \_\_\_\_\_

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 sub-contractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% ( $3,000 \div 10,000 = 0.30$ ))

D) Is this consistent with the planned MBE percentage at this stage of the project?

Yes  No  (If no, explain why) \_\_\_\_\_

E) 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)** \_\_\_\_\_