



CONSULTING AND TECHNICAL SERVICES II (CATS II)

TASK ORDER REQUEST FOR PROPOSALS (TORFP)

FIVE AGENCY INDEPENDENT VERIFICATION & VALIDATIONS (IV&V):

IV&V 1: MEDICAID MANAGEMENT INFORMATION SYSTEM (MMIS) # F50B0400031

IV&V 2: BUSINESS PROCESS MANAGEMENT SYSTEM (BPMS) # F50B0400032

IV&V 3: OFFENDER CASE MANAGEMENT SYSTEM (OCMS) # F50B0400033

IV&V 4: CENTRAL SCHEDULING SYSTEM (CSS) # F50B0400034

IV&V 5: TO-BE DETERMINED (TBD) # F50B0400035

DEPARTMENT OF INFORMATION TECHNOLOGY

PROJECT MANAGEMENT OFFICE

ISSUE DATE: 08/31/2010

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KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services II (CATS II) 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 II 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 Package in response to this TORFP. **Master Contractors choosing not to submit a proposal must submit a Master Contractor Feedback form.** The form is accessible via, your CATS II 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 and conditions contained in the CATS II RFP issued by the Maryland Department of Information Technology and subsequent Master Contract Project Number 060B9800035, including any amendments.

TORFP Title:	Five Agency Independent Verification & Validations (IV&V)
Functional Area:	10 – IT Management Consulting Services
TORFP Issue Date:	August 31, 2010
Closing Date and Time:	October 6th, 2010, 2:00PM EST
TORFP Issuing Agency:	Department of Information Technology (DoIT)
Send Questions and Proposals to:	Bob Krauss Proposals@DoIT.state.md.us
TO Procurement Officer:	Bob Krauss Office Phone Number: 410-260-6135 Office FAX Number: 410-974-5615
TO Manager:	Tony X. Ma Office Phone Number: 410-260-7035 Office FAX Number: 410-974-5615 Tony.Ma@DoIT.state.md.us
TO Project Number:	IV&V 1: DHMH MMIS - F50B0400031 IV&V 2: DHR BPMS - F50B0400032 IV&V 3: DPSCS OCMS - F50B0400033 IV&V 4: MDOT MVA CSS - F50B0400034 IV&V 5: TBD - F50B0400035
TO Type:	Fixed price
Period of Performance:	Total period of performance will be within 24 months.
MBE Goal:	30% per IV&V
Small Business Reserve (SBR):	No
Primary Place of Performance:	IV&V 1: DHMH, 201 West Preston Street, Baltimore, MD 21201 IV&V 2: DHR, 311 West Saratoga Street, Baltimore, MD 21201 IV&V 3: DPSCS, 6776 Reisterstown Road, Baltimore, MD 21215 IV&V 4: MDOT MVA, 6601 Ritchie Hwy, NE, Glen Burnie, MD 21062 IV&V5: TBD
TO Pre-proposal Conference:	Department of Information Technology 45 Calvert Street, Annapolis, MD 21401 Room 164 September 8th, 2010; 1:00PM 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 (TOA) scope issues, and for authorizing any changes to each TOA.

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

1.2 TO AGREEMENT

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

1.3 TO PROPOSAL PACKAGE TRANSMITTAL

The TO Procurement Officer will not accept proposal packages after the date and exact time stated in the Key Information Summary Sheet above. The date and time of transmittal is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. Packages shall be transmitted via three separate emails to TO Procurement Officer (Email can be found in Key Information Sheet).*

The first email shall have in the subject line "IV&V #F50B0400(031 – 035) – TO Technical Proposal; Master Contractor Name: [Insert Name]" and will have **ONE ATTACHMENT** as follows: One TO Technical Proposal (TORFP Attachment 12) as an MS Word file. The TO Technical Proposal shall encompass all five IV&Vs (See Section 3 for TO Technical Proposal format and submission instructions).

The second e-mail shall have in the subject line "IV&V #F50B0400(031 – 035) - TORFP Attachments; Master Contractor Name: [Insert Name]" and will have **SEVEN ATTACHMENTS** as follows: One "Conflict of Interest Affidavit" (TORFP Attachment 4) covering all five IV&Vs. One "Living Wage Affidavit" (TORFP Attachment 11) covering all five IV&Vs. Five pairs of MBE forms D-1 and D-2 (TORFP Attachment 2), one pair for each IV&V. All attachments shall be .PDF files with signatures where required.

The third e-mail shall have in the subject line "IV&V #F50B0400(031 – 035) – TO Price Proposals; Master Contractor Name: [Insert Name]" and will have **FIVE ATTACHMENTS** as follows: Five TO Price Proposals (TORFP Attachments 1A or 1B), one for each IV&V, as .PDF files with required signatures.

*Please note that DoIT has a 10MB limit on email transmissions.

1.4 ORAL PRESENTATIONS/INTERVIEWS

All Master Contractors and proposed staff will be required to make an oral presentation to State representatives. Significant representations made by a Master Contractor during the oral presentation shall be submitted in writing. All such representations will become part of the Master Contractor's proposal and are binding, if the Contract is awarded. The Procurement Officer will notify Master Contractor of the time and place of oral presentations. Master Contractors should be prepared for Orals within a week of the proposal closing date.

1.5 MINORITY BUSINESS ENTERPRISE (MBE)

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation (Attachment 2 - Forms D-1 and D-2) at the time it submits its TO Proposal Package. A separate MBE goal of 30 percent shall apply to each IV&V. Separate and complete MBE documentation is required for

each of the five individual IV&Vs. **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time it submits its TO Proposal Package will result in the State's rejection of the Master Contractor's TO Proposal Package.**

1.6 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT technical and/or 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 in the form included as Attachment 4 this TORFP with its TO Proposal Package. 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 Package 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.

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at State agencies hosting the projects identified for IV&V review as described in this TORFP. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 9. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TOA in order to fulfill the requirements of the TOA. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 10.

1.8 LIMITATION OF LIABILITY CEILING

Pursuant to Section 28 (C) of the CATS II 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.

1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

DoIT is responsible for contract management oversight on the CATS II master contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of CATS II task orders (TO). This process shall typically apply to active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS II TOs are subject to review.

1.10 IV&V SENSITIVE DATA POLICY

IV&V information is considered sensitive data by DoIT. TO Contractor awarded the TOA, in order to fulfill the requirements of the TOA, will be required to read, sign and comply with the IV&V Sensitive Data Policy in the form of Attachment 14.

1.10 RECORDS MANAGEMENT REQUIREMENT

The TO Contractor shall adhere to DoIT's Records Retention and Disposal Schedule and Policy. Upon termination of this Contract, the TO Contractor shall return or destroy all IV&V Reports and related documents received from the State, or created or received by the TO Contractor on behalf of the State. This provision shall apply to documents that are in the possession of subcontractors or agents of the TO Contractor. The TO Contractor shall retain no copies of the IV&V Reports and related documents.

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

DoIT is issuing this CATS II TORFP to obtain 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) Medicaid Management Information System (MMIS), sponsored by the Department of Health and Mental Hygiene (DHMH);
- 2) Business Process Management System (BPMS), sponsored by the Department of Human Resources (DHR);
- 3) Offender Case Management System (OCMS), sponsored by the Department of Public Safety and Correctional Services (DPSCS);
- 4) Central Scheduling System (CSS), sponsored by the Maryland Department of Transportation (MDOT), Motor Vehicle Administration (MVA); and
- 5) One optional IV&V Assessment on a project determined by DoIT.

The purpose of each IV&V is to assess the health of the project according to the objectives listed respectively in Sections 2.5.1, 2.6.1, 2.7.1, 2.8.1, and 2.9.1. 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. For each of the IV&V objectives, the State of Maryland may modify objectives depending which System Development Lifecycle (SDLC) phase the MITDP is currently in, including procurement document reviews (RFP, TORFP, etc) and SDLC documents reviews (requirements, design, testing). 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 2.10.2 Deliverables, Acceptance Criteria, 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.

2.2 REQUESTING AGENCY BACKGROUND

The Department of Information Technology was established with the passage of HB 362 and Senate Bill 212 and approved by Governor Martin O'Malley on April 8, 2008. Department of Information Technology has policy responsibility over technology matters across State agencies, oversight authority over large scale information technology expenditures, programmatic oversight over large information technology projects, and the authority to centralize common information technology functions and assets. DoIT supports Maryland's Executive Branch agencies and commissions through its leadership as a principal procurement unit and in establishing the State's strategic direction for information technology (IT) and telecommunications, establishing long range target technology architecture, encouraging cross agency collaboration for the mutual benefit of all, and advocating best practices for operations and project management. DoIT uses four elements of project management oversight including professional project management, independent verification and validation, portfolio reviews, and peer review committee.

2.3 ROLES AND RESPONSIBILITIES

The purpose of this section is to distinguish between TO Contractor and DoIT roles.

- A) TO Procurement Officer - DoIT staff person responsible for managing the procurement process resulting in a TO Agreement for IV&V Services;
- B) TO Manager – The TO Manager for this procurement will be the DoIT’s assigned project manager from its Project Management Support for IV&V contract. This resource will provide all IV&V management services for each of the IV&Vs. The TO Manager is responsible for overseeing all the work required under the TO Agreement for IV&V Services and approval of deliverables;
- C) TO Contractor– The CATS II Master Contractor awarded the TO Agreement for IV&V Services. The TO Contractor shall provide the necessary resources, personnel, and subcontractors to perform the IV&V services and meet the IV&V objectives.
- D) IV&V PM – The TO Contractor shall assign a PMI Certified Project Manager for one or more IV&Vs. The IV&V PM shall be the primary point of contact between the TO Contractor and TO Manager.

2.4 APPROACH

The approach for each IV&V shall include independent research, stakeholder interviews, and the review and analyses of project processes, 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 2.10.2 Deliverables, Acceptance Criteria, 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.

2.5 IV&V 1 – Medicaid Management Information System (MMIS) #F50B0400031

2.5.1 Objectives of the IV&V

The TO Contractor shall assess the MMIS 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 MMIS 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 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.

2.5.2 Project Description

DHMH assessed the Maryland MMIS and Medicaid processes and developed a transition plan to align with the federally mandated Medicaid Information Technology Architecture (MITA) requirements. The new system will modernize existing system functions and significantly enhance the goals of the Medicaid Management Information System ensuring that eligible individuals receive the health care benefits to which they are entitled and that providers are reimbursed promptly and efficiently. DHMH intends to replace its legacy MMIS claims processing system with a new MMIS system that will include imaging and workflow management and obtain Fiscal Agent Services. In addition to processing claims, the new MMIS system will also support coordination of benefits, surveillance and utilization review, federal and management reporting, and case management. In conjunction with the MMIS replacement, DHMH intends to add a Decision Support System (DSS); improve and enhance the Pharmacy e-Prescriber solution; implement a Service Oriented Architecture (SOA) Integration Framework to provide a platform for the system that will enable better interoperability with existing legacy and stove-piped applications, and develop an eligibility portal that will include automated and integrated eligibility processing, thus improving care and recipient management throughout the Medicaid Enterprise. This will be a multiple phased development project.

2.5.3 IT Solution

The MMIS solution will include analysis, design, development and implementation of an integrated, thin-client, web enabled system that has the scalability and performance capability to serve present and future needs of DHMH. The new system will, to the greatest extent possible, be compatible with DHMH and Maryland Department of Information Technology, information technology standards, including but not limited to project management, configuration management, version control, and hardware and software standards. The new system will meet published and ratified MITA standards and interface with internal & external systems and sub-systems. DHMH is seeking a contractor to develop and implement new MMIS system. The new MMIS system will be built utilizing new technologies. Details regarding hardware, software and specific technologies are not known at this time.

2.5.4 Project Status (updated status to be provided upon IV&V NTP)

The project has completed the federally required Advanced Planning Document (APD) for federal funding and has submitted this documentation to Center for Medicare & Medicaid Services (CMS) for approval. CMS received approval of the APD and 90% federal funding for the MMIS project under the fiscal agent model. Project planning is now being completed and a Request for Proposals (RFP) is being developed for MMIS replacement. The project schedule and spending plan are both speculative until vendor proposals are received and an award made for an implementation contractor.

2.5.5 Project Stakeholders

- A) Medicaid program recipients;
- B) Medicaid program providers and managed care organizations;
- C) DHMH;
- D) DHR;
- E) DBM;
- F) DoIT;
- G) Maryland Department of Aging;
- H) DPSCS;
- I) Department of Housing & Community Development;
- J) Maryland Department of Disabilities;
- K) Maryland State Department of Education;

- L) Governor's Office of Crime Control & Prevention;
- M) Centers for Medicare and Medicaid Services; and
- N) MSDE Accounting Office.

2.5.6 Interviews

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

- A) DHMH Executive Sponsor;
- B) DHMH Project Manager;
- C) DHMH Chief Information Officer;
- D) DHMH Chief Financial Officer;
- E) The Contractor's Project Manager;
- F) At least one representative from the entities listed in Section 2.5.5, Parts C-N above;
- G) Individuals identified post-NTP by DHMH, e.g., during the IV&V Kick-off meeting; and
- H) Other individuals identified independently by the TO Contractor during the IV&V.

2.5.7 IV&V Deliverables

DoIT expect IV&V Contractor to provide Standard IV&V deliverables for them MMIS project. Use Attachment 1(A) for price proposals.

2.6 IV&V 2 – Business Process Management System (BPMS) #F50B0400032

2.6.1 Objectives of the IV&V

The TO Contractor will assess the BPMS 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 BPMS 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.

2.6.2 Project Description

The BPMS project is to incrementally modernize the legacy Client Automated Resource & Eligibility System (CARES) component of the Client Information System (CIS). CIS is the common database between Child Support and CARES. A web-based front end would sit atop the existing architecture and involve minimal disruption to the legacy workflows. It would allow the user to experience an improved presentation layer as well as workflows that match the business process in local jurisdictions.

2.6.3 Project IT Solution

The BPMS system enhancement integrates three new applications into the current configuration. Currently, the SAIL application collects Title IV-A application information and transfers it to CARES, the mainframe eligibility system. A project is underway to incorporate the same functionality into the Office of Home Energy Programs (OHEP) system. The Integrated Application Processing enhancement incorporates an Imaging System and a Document Generation System together with a Business Process Management System to orchestrate the interactions between these systems as well as with the SAIL and CARES applications. It builds on the strengths of the existing systems and complements them with staff efficiency tools. The data flow is from SAIL or an imaged document into the BPMS which regulates the interactions with the user and directs the data into CARES and the Document Generation system. The BPMS business processes must provide for the consolidated presentation of information from the CARES, OHEP, CSES and imaging systems to support worker customer service and customer self service interaction. This interactive capability must provide for both messaging and chat exchange.

2.6.4 Project Status (updated status to be provided upon IV&V NTP)

The BPMS project is in the pre-planning phase. Planned project start is July 1, 2011.

2.6.5 Project Stakeholders

Project stakeholders include:

- A) Family Investment Administration (FIA);
- B) Child Support Enforcement Agency (CSEA);
- C) Local Departments of Social Services (LDSS); and
- D) LDSS Department's Central Office Administrations.

2.6.6 Interviews

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

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

2.6.7 IV&V Deliverables

DoIT expect IV&V Contractor to provide Standard IV&V deliverables for the BPMS project. Use Attachment 1(A) for price proposals.

2.7 IV&V 3 – Offender Case Management System (OCMS) #F50B0400033

2.7.1 Objectives of the IV&V

The TO Contractor will assess the OCMS 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 OCMS 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 project as it relates to interface documentation, interface requirements and interface design for the system to meet needs of project; 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.

2.7.2 Project Description

The OCMS project is owned by the DPSCS. The DPSCS OCMS project will define the key business processes and integrated data elements for the development of a full-lifecycle Offender Case Management System using an industry COTS software solution. Project phases will encompass the development of system modules that reflects the lifecycle of an offender (i.e., Intake, Assessment, Case Planning/Management, and Supervision). These modules are to support the DPSCS business processes for the Arrest and Pre-trial, Corrections, and Parole & Probation functions.

Phase 1 of the OCMS project has been completed and includes a business workflow analysis, requirements analysis and documentation of the business and functional requirements in a Functional Requirements Document (FRD). An RFP has been developed and issued. The determination of what functionality to implement first will be based on several factors, including the responses to the RFP, creation of the GAP Analysis Report that will describe in detail all differences between the contractor's product and processes to RFP requirements, and amount of customization required. The project's initial plan is to implement the first business module with the least amount of customization.

2.7.3 Project IT Solution

DPSCS plans to purchase a COTS package to permit DPSCS to replace older technologies with more current technologies providing Web access capabilities. All equipment and associated devices shall conform to DPSCS minimum requirements for a standard configuration. The chosen package will conform to all DPSCS and State of Maryland policy and architecture standards.

2.7.4 Project Status (updated status to be provided upon IV&V NTP)

With the completion of the planning phase and start of development of the Mi-Case Arrest and Booking (A&B) module in July 2009, the project has experienced a number of challenges in maintaining the aggressive six month per module implementation schedule, including: starting with the most challenging module, inadequately defined or missing requirements, outdated application interface documentation and unexpectedly challenging data conversion utilities. Consequently the original Jan. 2010 A&B module implementation date has now slipped to late Aug. 2010. Given the A&B delays management approved a plan to implement a partial (all functions not dependent on the A&B module) Pre-Trial module, which went into production June 2010. Development work has been completed on the A&B module and UAT has recommenced with implementation now scheduled for late Aug. 2010. The rollout is also expected to include the balance of Pre-Trial functionality. The Department of Corrections (DOC) module is now projected for third quarter of Fiscal Year 2011 with the fourth, Parole & Probation (P&P) module, following in early Fiscal Year 2012.

2.7.5 Project Stakeholders

Project stakeholders include:

- E) Division of Pre-trial and Detention Services;
- F) Division of Correction;
- G) Division of Parole & Probation;
- H) Division of Information Technology & Communications;
- I) State and local law enforcement agencies; and
- J) The courts.

2.7.6 Interviews

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

- H) DPSCS Executive Sponsor;
- I) DPSCS Project Manager;
- J) DPSCS Chief of Information Technology;
- K) DPSCS Chief Financial Officer;
- L) At least one representative from law enforcement agencies to be affected by OCMS;
- M) At least one representative from courts to be affected by OCMS;
- N) The Contractor's Project Manager;
- O) Individuals identified post-NTP by DPSCS, e.g., during the IV&V Kick-off meeting; and
- P) Other individuals identified independently by the TO Contractor during the IV&V.

2.7.7 IV&V Deliverables

DoIT expect IV&V Contractor to provide Standard IV&V deliverables for the OCMS project. Use Attachment 1(A) for price proposals.

2.8 IV&V 4 – Central Scheduling System (CSS) #F50B0400034

2.8.1 Objectives of the IV&V

The TO Contractor will assess the CSS project focusing on:

- A) Project management processes consistent with: 1) The project management knowledge areas described in the PMBOK with emphasis on Time, Scope, and Cost; and 2) Application of the State of Maryland's SDLC methodology;
- B) Capability of the CSS 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 roles and expectations among all internal and external stakeholders; 2) Implemented an appropriate flow of project information among stakeholders; 3) Instituted a process for review and response to project issues including escalation to the executive sponsor; and 4) Instituted a process for executive approvals (for example, sign-off on SDLC documents) at appropriate project milestones; and
- D) 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.

2.8.2 Project Description

The CSS system shall be a scalable, web based software system that will enable agency employees to schedule a wide variety of events and customer services. The system shall enable authorized MVA employees to define an activity in the system and track pertinent information about the scheduled activity. The system also will enable the general public to make an appointment for a scheduled activity. Project phases follow the State's SDLC methodology and include: Initiation, Planning and Requirements, Design, Development and Testing, Integration and Testing, Implementation, and Post-Implementation Performance.

2.8.3 Project IT Solution

The CSS system shall be developed using the Microsoft .NET 2.0 framework and SQL server 2000 or 2005. The solution shall be a blend of COTS and customized application development. The CSS will be developed on a standards-based architecture to ensure that the CSS is seamlessly integrated into the MVA infrastructure.

2.8.4 Project Status (updated status to be provided upon IV&V NTP)

The development contract for CSS was awarded to Verizon, Inc. on September 19, 2006. The scope currently includes four business unit requirements. The project team has completed Out of Country and Hazardous components. The CSS team is currently working on Motorcycle Safety Scheduling and Driver's Skill Testing components.

2.8.5 Project Stakeholders

Project stakeholders include:

- A) Driver Licensing;
- B) Driver Wellness and Safety;
- C) Motorcycle Safety;
- D) Operations;
- E) Business Licensing and Consumer Services;
- F) Human Resources;
- G) Procurement and Contracts; and
- H) Office of the Administrator.

2.8.6 Interviews

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

- A) MVA Administrator (Project Executive Sponsor);
- B) MVA Project Development Division (Project Manager);
- C) MVA Project Development Division Director
- D) MVA Chief Information Officer;
- E) The Verizon Project Manager;
- F) Individuals identified post-NTP by MVA, e.g., during the IV&V Kick-off meeting; and
- G) Other individuals identified independently by the TO Contractor(s) during the IV&V assessment.

2.8.7 IV&V Deliverables

DoIT expect IV&V Contractor to provide Standard IV&V deliverables for the CSS project. Use Attachment 1(A) for price proposals.

2.9 IV&V 5 – IV&V TBD (To-Be Determined) #F50B0400035

2.9.1 Objectives of the IV&V

The TO Contractor will assess a TBD project focusing on either A, B or C below:

- A) Four assessment areas which may include any of six areas listed below:
 - i. Project management processes consistent with any of the nine project management knowledge areas described in the PMBOK. DoIT will provide up to five PMBOK areas, including Scope Management, Time Management, Cost Management, Quality Management, Human Resource Management, Communications Management, Risk Management, Integration Management, Procurement Management;
 - ii. Application of Maryland's SDLC methodology at the appropriate phase of project;
 - iii. Capability of the agency's project manager, or designee, to report accurately on project financials, including total project costs associated with satisfying the phases of the SDLC;
 - iv. 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;
 - v. Feasibility of the IT solution (Technical, Schedule, Operational or Economical); or
 - vi. Other assessment/objectives areas tailored to specific project circumstances.
- B) Detail and thorough assessment and review of the procurement preparation processes, procurement documents and requirements to issue a quality RFP/TORFP with emphasis on business and technical reviews. Verification and validation activities will focus on:
 - i. Procurement processes (including adequate Project Management, Time Management, Stakeholder Inclusion, Organizational Change Planning, Requirements Management, Testing and Training Strategy, Quality Assurance Planning, Implementation Strategy, and others) to ensure a successful procurement and organizational buy-in.
 - ii. Business Process documentation review;
 - iii. Requirements documentation review; and
 - iv. Proposal Sections and Attachment review.
- C) Additional assessment area as defined by the IV&V Contractor prior to NTP. Additional assessment areas will be billed as Time and Materials based on the agreed upon rates in the Financial Proposal.

The deliverables as defined in Section 2.10 will be tailored to assessment objectives determined prior to NTP. All other deliverables from Section 2.10 remain unchanged. Acceptance of deliverable will be dependent on satisfying the scope and requirements of the defined assessment areas and agreed upon acceptance criteria.

2.9.2 Project Description

The purpose of requesting this optional IV&V is to allow DoIT to quickly respond to an unforeseen need to quickly assess the health of a project. The project description for the IV&V assessment to be performed will be provided to the IV&V Contractor approximately one month prior to NTP by DoIT. DoIT will work with IV&V Contractor to coordinate IV&V assessment activities and issue an NTP with agreed upon deliverables from Section 2.10.

2.9.3 Project IT Solution

The project IT solution will be provided to the IV&V Contractor prior to NTP by DoIT. The information may come in the form of an ITPR, SDLC artifact or other project documentation as needed to provide IV&V Contractor with necessary information to perform IV&V.

2.9.4 Project Status (updated status to be provided upon IV&V NTP)

The project status will be provided to the IV&V Contractor prior to NTP by DoIT.

2.9.5 Project Stakeholders

Individuals identified prior to NTP by DoIT.

2.9.6 Interviews

Individuals identified prior to NTP by DoIT will be provided to IV&V Contractor. A maximum of six to eight interviewees may be identified for the IV&V. Potential interviewees may include:

- A) Executive Sponsor;
- B) Agency Project Manager;
- C) Agency Chief Information Officer;
- D) Agency Chief Financial Officer;
- E) Contractor's Project Manager;
- F) Individuals identified post-NTP by DoIT or Agency during the IV&V Kick-off meeting; and
- G) Other interviewees specific to project circumstances.

Additional interviewees will be billed as Time and Materials based on the agreed upon rates in the Financial Proposal.

2.9.7 IV&V Deliverables

DoIT expect IV&V Contractor to provide Standard IV&V deliverables for the TBD project. Use Attachment 1(A) for price proposals.

2.10 DELIVERABLES

2.10.1 DELIVERABLE SUBMISSION PROCESS

For each written deliverable, draft and final, 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 8.

Written deliverables defined as draft documents must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, 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) Represent factual information reasonably expected to have been known at the time of submittal.
- D) Present information that is relevant to the Section of the deliverable being discussed.
- E) Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.
- F) Be delivered to the TO Manager 3 to 5 days in advance of due date listed below.

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in a Deliverable Product Acceptance Form (Attachment 8). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager, or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Section 2.14 Invoicing).

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2.10.2 DELIVERABLE DESCRIPTIONS, ACCEPTANCE CRITERIA, AND TIME OF PERFORMANCE

When presented for acceptance, a written deliverable defined as a final document must satisfy the scope and requirements of this TORFP for that deliverable. All 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.
- C) Represent factual information reasonably expected to have been known 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. TO Contractor and all its personnel assigned to the project must sign and comply with Attachment 14 – IV&V Sensitive Data Policy prior to NTP.

<i>Note: This is the Standard TO Phase I deliverables.</i>			
ID	Deliverables – TO Phase I – Project Assessment	Deliverable Acceptance Criteria	Time of Performance (NTP + Calendar Days)
2.10.2.1	<p>IV&V Project Kick-Off Meeting - The purpose of this meeting is to educate and obtain buy-in from participants in the IV&V process. The meeting shall accomplish the following: define roles and responsibilities, establish logistical details and communication expectations, and clarify IV&V tasks and time frames. The 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&V and obtain pertinent project documents and information from the TO Manager.</p>	<ul style="list-style-type: none"> · Meeting agenda in Microsoft Word · Sign-in sheet for IV&V kick-off participant in Microsoft Word · Presentation material in MS Power Point shall discuss, at a minimum, the following: <ul style="list-style-type: none"> ○ Roles & Responsibilities ○ IV&V Processes ○ IV&V Methodology ○ IV&V Objectives ○ IV&V Schedule ○ Documentation Needs · Concise, oral presentation delivered in person by the TO Contractor. · Artifact will comply with PMI Methodology where applicable 	21 Calendar Days

Note: This is the Standard TO Phase I deliverables.

ID	Deliverables – TO Phase I – Project Assessment	Deliverable Acceptance Criteria	Time of Performance (NTP + Calendar Days)
2.10.2.2	<p>IV&V Project Management Plan (PMP) – This plan shall be a Microsoft Word document submitted via e-mail attachment. Once the TO Manager accepts the IV&V Project Management Plan deliverable, it will become the baseline to gauge variances and TO Contractor performance.</p> <p>The Word document shall contain or be accompanied by a Microsoft Project file that is a Gantt chart schedule of tasks and time frames for all IV&V deliverables. The TO Contractor shall provide a draft copy of the IV&V Project Status Report (Deliverable 2.10.2.3) with the IV&V Project Management Plan. The TO Contractor shall relegate the IV&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&V Project Status Reports (See Deliverable 2.10.2.3, Deliverable Acceptance Criteria).</p>	<ul style="list-style-type: none"> • Project Management Plan in Microsoft Word shall contain, at a minimum, the following: <ul style="list-style-type: none"> ○ Description of background, purpose, and approach consistent with the IV&V SOW and the TO Contractor’s Proposal ○ Include a Microsoft Project file that is a Gantt chart schedule of tasks and time frames for all IV&V deliverables ○ Draft copy of the IV&V Project Status Report • Artifact will comply with PMI Methodology where applicable 	28 Calendar Days
2.10.2.3	<p>IV&V Project Status Reports – These reports shall be Microsoft Word documents submitted bi-weekly via e-mail attachment with “IV&V Status Report” in the e-mail subject line.</p> <p>The reports shall detail the IV&V activities and progress for comparison against the IV&V Project Management Plan (Deliverable 2.10.2.2). Reports shall be submitted in conjunction with bi-weekly IV&V status discussions with the TO Manager.</p> <p>Note: The DPAF for this deliverable should be submitted when the last IV&V Project Status Report is submitted.</p>	<ul style="list-style-type: none"> • Reports in Microsoft Word shall contain, at a minimum, the following elements: <ul style="list-style-type: none"> ○ Purchase Order Number and the reporting period information ○ Table listing all project deliverables and indicating percent complete for each ○ List of tasks accomplished during the reporting period ○ List of tasks planned for the next reporting period ○ Section describing any IV&V project issues and risks, probability, potential impacts on the project schedule, scope, and cost ○ Microsoft Project file (imbedded or attached) from IV&V PMP, updated reflect IV&V tasks and status. 	28 Calendar Days for the first report and bi-weekly thereafter up until completion of Deliverable 2.10.2.6 at end of TO Phase I

Note: This is the Standard TO Phase I deliverables.

ID	Deliverables – TO Phase I – Project Assessment	Deliverable Acceptance Criteria	Time of Performance (NTP + Calendar Days)
		<ul style="list-style-type: none"> • Artifact will comply with PMI Methodology where applicable 	
2.10.2.4	<p>IV&V Draft Findings Report –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>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>For negative findings, the report shall contain a table describing the deficiencies as “Improvement Opportunities” with corresponding risk categorization, probabilities, impacts, priority and recommended corrective actions for implementation by the agency. The table shall be organized according to the IV&V objectives with the findings and recommendations prioritized as high, medium, or low.</p>	<ul style="list-style-type: none"> • Draft Report in Microsoft Word shall contain, at a minimum, the following elements: <ul style="list-style-type: none"> ○ One-page executive summary section that provides a concise overview of high priority findings and recommendations organized by IV&V Objectives. ○ Description of the methodology used to perform the IV&V ○ Detail section with detailed positive and negative IV&V findings, organized according to the IV&V objectives. ○ Findings classified by risk categories. Risk categories will be provided by DoIT ○ Table describing the deficiencies with corresponding risk categorization, probabilities, impacts, priority and corrective actions ○ References to artifacts and meetings • Report shall address the project processes and project artifacts • Artifact will comply with PMI Methodology where applicable 	56 Calendar Days
2.10.2.5	<p>IV&V Findings: Internal Presentation to DoIT – 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>The presentation shall be orally presented in person by the TO</p>	<ul style="list-style-type: none"> • Presentation material in MS Power Point shall discuss, at a minimum, the following: <ul style="list-style-type: none"> ○ IV&V Objectives ○ Methodology ○ Summary Major Findings ○ Detail Findings ○ Recommendations including CAP 	70 Calendar Days

Note: This is the Standard TO Phase I deliverables.

ID	Deliverables – TO Phase I – Project Assessment	Deliverable Acceptance Criteria	Time of Performance (NTP + Calendar Days)
	<p>Contractor to DoIT and shall describe the IV&V findings and recommendations consistent with the IV&V Draft Findings Report.</p>	<p>recommendation</p> <ul style="list-style-type: none"> • Concise, oral presentation delivered in person by the TO Contractor within 1 hour duration and at appropriate level for DoIT executive management. • Artifact will comply with PMI Methodology where applicable 	
2.10.2.6	<p>IV&V Final Findings Report – This report is the finalized version of Deliverable 2.10.2.4, updated by the TO Contractor based on feedback received from the TO Manager on Deliverables 2.10.2.4 and 2.10.2.5. 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&V Final Findings Report.</p>	<ul style="list-style-type: none"> • Final Report in Microsoft Word shall contain, at a minimum, the following elements: <ul style="list-style-type: none"> ○ Updates to Findings as appropriate ○ Update with additional information / clarification as requested by DoIT • Artifact will comply with PMI Methodology where applicable 	77 Calendar Days
2.10.2.7	<p>IV&V Findings: Agency Presentation - This presentation is the finalized version of Deliverable 2.10.2.5, updated to be consistent with the IV&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>	<ul style="list-style-type: none"> • Presentation material in MS Power Point shall discuss, at a minimum, the following: <ul style="list-style-type: none"> ○ Included updates to findings and project status as appropriate ○ Update with additional information / clarification as requested by DoIT • Concise, oral presentation delivered in person by the TO Contractor within 1 hour duration at agency and at appropriate level for Agency executive management. • Artifact will comply with PMI Methodology where applicable 	91 Calendar Days

<i>Note: This is the Standard TO Phase I deliverables.</i>			
ID	Deliverables – TO Phase I – Project Assessment	Deliverable Acceptance Criteria	Time of Performance (NTP + Calendar Days)
2.10.2.8	<p><i>Note: This deliverable is optional at the sole discretion of DoIT. The decision to exercise this option will be made between Deliverables 2.10.2.5 and 2.10.2.7. DoIT will notify the TO Contractor in writing if the option is exercised.</i></p> <p>IV&V Corrective Action Plan (CAP) – 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.</p>	<ul style="list-style-type: none"> • Corrective Action Plan in Microsoft Word shall contain, at a minimum, the following elements: <ul style="list-style-type: none"> ○ Table of deficiencies and recommended corrective actions from the IV&V Final Findings Report (Deliverable 2.10.2.6); ○ Break down of planned agency tasks and time frames to implement each recommended corrective action; and ○ Break down of proposed TO Contractor tasks and time frames for providing IV&V Assistance will be provided. ○ Section with proposed CAP Assistance Hours and associated assistance activities. • Artifact will comply with PMI Methodology where applicable 	105 Calendar Days

<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>			
ID	Deliverables – TO Phase II – Agency Corrective Actions	Deliverable Acceptance Criteria	Time of Performance (NTP + Calendar Days)
2.10.2.9	<p>IV&V Phase II Assistance* – 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 2.10.2.8). 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 2.10.2.8, 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,</p>	<ul style="list-style-type: none"> • Tracking of hours for reporting purposes. Final hours expended shall be added to final Deliverable 2.10.2.10.c CAP Updates. 	The time of performance for this deliverable shall occur between acceptance of Deliverable 2.10.2.8 (IV&V CAP) and acceptance of Deliverable 2.10.2.11 (IV&V Phase II CAP Presentation)

	coaching or mentoring on project management best practices, or other corrective action support tasks agreed to by the agency.		
2.10.2.10a 2.10.2.10b 2.10.2.10c	<p>IV&V Phase II CAP Updates (3) - 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&V CAP (Deliverable 2.10.2.8) based on reviews of project artifacts.</p> <p>The TO Contractor shall be required to monitor agency progress accordingly and review necessary documents as part of CAP updates.</p>	<ul style="list-style-type: none"> · CAP Updates in Microsoft Word shall contain, at a minimum, the following elements: <ul style="list-style-type: none"> ○ Updates to the CAP Plan based on reviews of project artifacts. Updated information in the reports shall describe agency progress against the IV&V CAP. ○ Third IV&V Phase II CAP Update (Deliverable 2.10.2.10c) shall include table listing hours spent during CAP phase and a recommendation on whether TO Phase III is warranted due to critical, incomplete corrective actions. 	<p>133 Calendar Days</p> <p>161 Calendar Days</p> <p>189 Calendar Days</p>
2.10.2.11	<p>IV&V Phase II CAP 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> <p>This presentation shall be printed in sufficient color hard copies for a DoIT and agency audience.</p>	<ul style="list-style-type: none"> · Presentation material in MS Power Point shall discuss, at a minimum, the following: <ul style="list-style-type: none"> ○ An overview of the third IV&V Phase II CAP Update (Deliverable 2.10.2.10c). ○ Included updates to project status and risk profile based on CAP Assistance and progress during CAP · Concise, oral presentation delivered in person by the TO Contractor within 1 hour duration at agency and at appropriate level for Agency executive management. · Artifact will comply with PMI Methodology where applicable 	<p>196 Calendar Days</p>

<i>Note: TO Phase III is optional and at the sole discretion of DoIT.</i>			
ID	Deliverables – TO Phase III – Agency Corrective Actions	Deliverable Acceptance Criteria	Time of Performance (NTP + Calendar Days)

2.10.2.12	<p>IV&V Phase III Assistance* – The TO Contractor shall provide 16 hours of assistance to the agency toward implementing incomplete corrective actions identified in the third IV&V Phase II CAP Update (Deliverable 2.10.2.10c).</p> <p>Updates to the proposed TO Contractor tasks and time frames for providing assistance shall be provided as an updated Deliverable 2.10.2.8, 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>	<ul style="list-style-type: none"> • Tracking of hours for reporting purposes. Final hours expended shall be added to final 2.10.2.13.c CAP Updates. 	<p>The time of performance for this deliverable shall occur between acceptance of Deliverable 2.10.2.11 (IV&V Phase II CAP Presentation) and acceptance of Deliverable 2.10.2.14 (IV&V Phase III CAP Presentation)</p>
2.10.2.13a 2.10.2.13b 2.10.2.13c	<p>IV&V Phase III CAP Updates (3) - 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&V Phase II CAP Update (Deliverable 2.10.2.10c) based on reviews of project artifacts. Updated information in the reports shall describe agency progress against the IV&V CAP. The TO Contractor shall be required to monitor agency progress accordingly and review necessary documents as part of CAP updates.</p>	<ul style="list-style-type: none"> • CAP Updates in Microsoft Word shall contain, at a minimum, the following elements: <ul style="list-style-type: none"> ○ Updates to the CAP Plan based on reviews of project artifacts. Updated information in the reports shall describe agency progress against the IV&V CAP. • Artifact will comply with PMI Methodology where applicable 	<p>224 Calendar Days 252 Calendar Days 280 Calendar Days</p>
2.10.2.14	<p>IV&V Phase III CAP 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> <p>This presentation shall be printed in sufficient color hard copies for a DoIT and agency audience.</p>	<ul style="list-style-type: none"> • Presentation material in MS Power Point shall discuss, at a minimum, the following: <ul style="list-style-type: none"> ○ An overview of the final IV&V Phase III CAP Update (Deliverable 2.10.2.13c). ○ Included updates to project status and risk profile based on CAP Assistance and progress during CAP • Concise, oral presentation delivered in person by the TO Contractor within 1 	<p>287 Calendar Days</p>

		<p>hour duration at agency and at appropriate level for Agency executive management.</p> <ul style="list-style-type: none"> Artifact will comply with PMI Methodology where applicable 	
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<i>Note: These are alternate TO Phase I deliverables to 2.10.2.1 – 2.10.2.7. These deliverables apply to IV&Vs for RFP/TORFP reviews and are optional at the sole discretion of DoIT.</i>			
ID	Deliverables – TO Phase I – Project Assessment	Deliverable Acceptance Criteria	Time of Performance (NTP + Calendar Days)
2.10.2.1a	<p>IV&V Project Kick-Off Meeting - The purpose of this meeting is to educate and obtain buy-in from participants in the IV&V process. The meeting shall accomplish the following: define roles and responsibilities, establish logistical details and communication expectations, and clarify IV&V tasks and time frames. The 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.</p>	<ul style="list-style-type: none"> Meeting agenda in Microsoft Word Sign-in sheet for IV&V kick-off participant in Microsoft Word Presentation material in MS Power Point shall discuss, at a minimum, the following: <ul style="list-style-type: none"> Roles & Responsibilities IV&V Methodology IV&V Objectives IV&V Schedule Concise, oral presentation delivered in person by the TO Contractor. Artifact will comply with PMI Methodology where applicable Artifacts will comply with applicable State of Maryland SDLC 	7 Calendar Days
2.10.2.2a – 2.10.2.7a	<p>IV&V Findings Meeting & Summary Reports – These 6 Summary Reports shall be Microsoft Word documents submitted bi-monthly in a secure fashion. Additionally, RFP artifacts reviewed will include track changes and embedded</p>	<ul style="list-style-type: none"> Meeting agenda in Microsoft Word Reviewed artifacts with track changes and embedded comments submitted in accordance with the Agency’s project schedule 	Approximately 15 Calendar Days between each deliverable until completion of

Note: These are alternate TO Phase I deliverables to 2.10.2.1 – 2.10.2.7. These deliverables apply to IV&Vs for RFP/TORFP reviews and are optional at the sole discretion of DoIT.

ID	Deliverables – TO Phase I – Project Assessment	Deliverable Acceptance Criteria	Time of Performance (NTP + Calendar Days)
	<p>comments for review by the Agency in accordance with the Agency’s project schedule.</p> <p>Summary Reports shall be submitted in conjunction with bi-monthly IV&V status discussions with the TO Manager.</p> <p>Note: The DPAF for each deliverable should be submitted after the meeting with total hours indicated for the period.</p>	<ul style="list-style-type: none"> · Additional reviews and meetings as needed by the Agency to address IV&V review of the RFP. · Summary Reports in Microsoft Word shall contain, at a minimum, the following elements: <ul style="list-style-type: none"> ○ A summary of key findings and risks ○ A table of findings / risks and recommended risk responses · Artifacts will comply with PMI standards where applicable. · Artifacts will comply with the State of Maryland SDLC where applicable. 	<p>Deliverable 2.10.2.7a at end of TO Phase I.</p>

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2.11 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. The following policies, guidelines and methodologies can be found at <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx> under “Policies and Guidance.” These may include, but are not limited to:

- The State’s System Development Life Cycle (SDLC) methodology
- The State Information Technology Security Policy and Standards
- The State Information Technology Project Oversight
- The State of Maryland Enterprise Architecture
- Department of Information Technology Records Retention and Disposal Schedule
- The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute’s Project Management Body of Knowledge Guide (including the nine knowledge areas). TO Contractor’s staff and sub Contractors are to follow a consistent methodology for all TO activities.

2.12 CONTRACTOR PERSONNEL 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 2.5.1, 2.6.1, 2.7.1, 2.8.1, and 2.9.1. The TO Contractor must demonstrate expertise in performing an IV&V consistent with the policies, guidelines and methodologies in Section 2.11 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.

2.13 CONTRACTOR 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 five 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 2.5, 2.6, 2.7, 2.8, and 2.9.

2.14 INVOICING

Following the submission of each completed deliverable, the TO Contractor shall separately submit a DPAF, provided as Attachment 8, 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 2.14.1. The invoice must be accompanied by a copy of the executed DPAF or payment shall be withheld.

Payment will only be made upon completion and acceptance of the deliverables defined in Section 2.10. Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS II Master

Contract.

2.14.1 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 A or B), 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 DoIT at the address below. Alternatively, invoices and copies of executed DPAFs (Attachment 8) 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) Invoices for final payment shall be clearly marked as "FINAL" and submitted when all work requirements have been completed and no further charges are to be incurred under the TOA. In no event shall any invoice be submitted later than 60 calendar days from the TOA termination date.

2.15 MBE PARTICIPATION REPORTS

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS II Master Contract by the 15th day of each month. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to DoIT. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to DoIT. DoIT will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the MBE Officer and TO Manager.

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SECTION 3 - TO PROPOSAL PACKAGE 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 TO Proposal Package encompassing all five 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 Package, the Master Contractor shall do so in conformance with the requirements described in Section 1.3 and consistent with layout and instructions in the TO Technical Proposal Template (Attachment 12).

THE TO TECHNICAL 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 5 IV&Vs .

3.2.1 TO PRICE PROPOSAL

THE TO PRICE PROPOSAL SHALL INCLUDE (Submit a separate price proposal for each IV&V.)

- A) A description of any assumptions on which the Master Contractor's TO Price Proposal is based.
(Assumptions may not constitute conditions, contingencies, or exceptions to the price proposal.);
- B) Completed TO Price Proposal – Attachment 1(A) or 1(B) as per instruction for 2.5.7, 2.6.7, 2.7.7, 2.8.7, or 2.9.7 for each IV&V 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.

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SECTION 4 – TASK ORDER AWARD PROCESS

4.1 OVERVIEW

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

4.2 TO TECHNICAL PROPOSAL EVALUATION CRITERIA

If the minimum qualifications in Sections 2.12 and 2.13 are met, the following are the technical criteria for evaluating a TO Technical Proposal in descending order of importance (Failure to meet minimum qualifications shall disqualify a proposal):

- A) Length and relevance of the IV&V or QA experience of the Master Contractor’s and subcontractor personnel. Relevance will be determined by the alignment of experience with the nature of IV&V target projects.
- B) Soundness of the proposed IV&V methodology. Soundness will be determined by Master Contractor’s ability to articulate an IV&V methodology, how the proposed IV&V methodology would be applied to IV&V target projects, and potential to deliver quality IV&V findings and presentations.
- C) The Master Contractor’s overall level of understanding of the SOW (Section 2) of this TORFP. The level of SOW understanding shall be determined by the quality and accuracy of the TO Technical Proposal in adherence to Section 3.2.
- D) The type and length of company experience of the Master Contractor and subcontractors. Company experience is determined by type of contracts and references.

4.3 SELECTION PROCEDURES

- A) TO Technical Proposals will be evaluated first for compliance with the minimum personnel qualifications in Section 2.13 and quality of responses to Section 3.2 of the TORFP. TO Technical Proposals meeting minimum qualifications will be required to make oral presentations as per Section 1.4. Only Offerors whose TO Technical Proposals are deemed technically qualified will have their TO Price Proposals opened and evaluated. All other TO Technical Proposals shall be designated “not reasonably susceptible to award” and the TO Procurement Officer will notify those Offerors that they will not be selected to perform the work.
- B) TO Price Proposals associated with qualifying TO Technical Proposals will be opened and ranked in order from lowest to highest price.
- C) The task order shall be awarded to the Offeror with the TO Proposal Package found most advantageous to the State, considering the combination of technical and price submissions. In making this selection, technical merit will receive greater weight than price.

4.4 COMMENCEMENT OF WORK UNDER A TOA

Commencement of work in response to a TOA for each IV&V shall be initiated only upon issuance of a fully executed TOA, a Non-Disclosure Agreement (To Contractor), a Purchase Order, and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed (sample).

ATTACHMENT 1(A) –TO PRICE PROPOSAL

IV&V # F

ID	TO Phase I – Deliverables	Proposed Price
2.10.2.1	IV&V Kick-Off Meeting	
2.10.2.2	IV&V Project Management Plan	
2.10.2.3	IV&V Project Status Reports	
2.10.2.4	IV&V Draft Findings Report	
2.10.2.5	IV&V Internal Presentation to DoIT	
2.10.2.6	IV&V Final Findings Report	
2.10.2.7	IV&V Findings: Agency Presentation	
2.10.2.8	IV&V Phase II Corrective Action Plan (CAP) – <i>Optional and at sole discretion of DoIT.</i>	
Total Proposed Fixed Price for TO Phase I – Deliverables		

The deliverables below are optional and at the sole discretion of DoIT

**Selection of the Assistance Hours (a, b, c, or d) will be determined by DoIT at CAP Meeting(s) and prior to delivery of 2.10.2.8. Price for 2.10.2.9 will not exceed 64 Hours*

§ *NOTE – [B] and [C] are fixed prices*

§ *NOTE – [A1], [A2], [A3] & [A4] are evaluated prices*

Multiply each proposed fixed price for [A1], [A2], [A3] & [A4] by .25 (weighted value) for evaluation purposes.

ID	TO Phase II – Deliverables	Proposed Price
		Proposed Fixed Price
		Evaluated Price = Proposed Fixed Price x .25
2.10.2.9a or * [A1]	IV&V Phase II Assistance (16 Hours)	
2.10.2.9b or * [A2]	IV&V Phase II Assistance (32 Hours)	
2.10.2.9c or * [A3]	IV&V Phase II Assistance (48 Hours)	
2.10.2.9d or * [A4]	IV&V Phase II Assistance (64 Hours)	
2.10.2.10a-c [B]	IV&V Phase II CAP Updates (Upon acceptance of third report, 2.10.2.10c)	
2.10.2.11 [C]	IV&V Phase II CAP Presentation	

Total Proposed Evaluated Price for TO Phase II – Deliverables		
<u>[A1 + A2 + A3 + A4 + B + C]</u>		
<i>TO Phase III is optional and at the sole discretion of DoIT.</i>		
ID	TO Phase III – Deliverables	Proposed Price
2.10.2.12	IV&V Phase III Assistance	
2.10.2.13a-c	IV&V Phase III CAP Updates (Upon acceptance of third report, 2.10.2.13c)	
2.10.2.14	IV&V Phase III CAP Presentation	
Total Proposed Fixed Price for TO Phase III – Deliverables		
TOTAL PROPOSED FIXED PRICE = Sum of TO Phases I-III		

Proposed Labor Categories (For Section 2.9 TBD Project only)	Hourly Labor Rate**

****Optional Only - T&M Labor rate to be applied if needed for additional assessment or interviews as needed per Section 2.9. Do not fill out for 2.5, 2.6, 2.7, or 2.8 IV&Vs.**

Authorized Individual Name (Print)

Authorized Signature

Company Name

Title

Company Tax ID #

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ATTACHMENT 1(B) –TO PRICE PROPOSAL

IV&V # F

ID	TO Phase I – Deliverables	Proposed Price	
2.10.2.1a	IV&V Kick-Off Meeting		
2.10.2.2a	IV&V Findings Meeting & Summary Reports #1		
2.10.2.3a	IV&V Findings Meeting & Summary Reports #2		
2.10.2.4a	IV&V Findings Meeting & Summary Reports #3		
2.10.2.5a	IV&V Findings Meeting & Summary Reports #4		
2.10.2.6a	IV&V Findings Meeting & Summary Reports #5		
2.10.2.7a	IV&V Findings Meeting & Summary Reports #6		
2.10.2.8	IV&V Phase II Corrective Action Plan (CAP) – <i>Optional and at sole discretion of DoIT.</i>		
Total Proposed Fixed Price for TO Phase I – Deliverables			
<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 2.10.2.8. Price for 2.10.2.9 will not exceed 64 Hours</i></p> <p style="padding-left: 40px;">§ NOTE – [B] and [C] are fixed prices</p> <p style="padding-left: 40px;">§ NOTE – [A1], [A2], [A3] & [A4] are evaluated prices</p> <p>Multiply each proposed fixed price for [A1], [A2], [A3] & [A4] by .25 (weighted value) for evaluation purposes.</p>			
ID	TO Phase II – Deliverables	Proposed Fixed Price	Evaluated Price = Proposed Fixed Price x .25
2.10.2.9a or * [A1]	IV&V Phase II Assistance (16 Hours)		
2.10.2.9b or * [A2]	IV&V Phase II Assistance (32 Hours)		
2.10.2.9c or * [A3]	IV&V Phase II Assistance (48 Hours)		
2.10.2.9d or * [A4]	IV&V Phase II Assistance (64 Hours)		
2.10.2.10a-c [B]	IV&V Phase II CAP Updates (Upon acceptance of third report, 2.10.2.10c)		

2.10.2.11 [C]	IV&V Phase II CAP Presentation	
Total Proposed Evaluated Price for TO Phase II – Deliverables		
<u>[A1 + A2 + A3 + A4 + B + C]</u>		
<i>TO Phase III is optional and at the sole discretion of DoIT.</i>		
ID	TO Phase III – Deliverables	Proposed Price
2.10.2.12	IV&V Phase III Assistance	
2.10.2.13a-c	IV&V Phase III CAP Updates (Upon acceptance of third report, 2.10.2.13c)	
2.10.2.14	IV&V Phase III CAP Presentation	
Total Proposed Fixed Price for TO Phase III – Deliverables		
TOTAL PROPOSED FIXED PRICE = Sum of TO Phases I-III		

Proposed Labor Categories (For Section 2.9 TBD Project only)	Hourly Labor Rate**

****Optional Only - T&M Labor rate to be applied if needed for additional assessment or interviews as needed per Section 2.9. Do not fill out for 2.5, 2.6, 2.7, or 2.8 IV&Vs.**

Authorized Individual Name (Print)

Authorized Signature

Company Name

Title

Company Tax ID #

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ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS
TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING
REQUIREMENTS

CATS II TORFP #F50B0400031/ #F50B0400032/ #F50B0400033/ #F50B0400034/ #F50B0400035

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 contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, 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 contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15th 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 of 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 no later than the 15th 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 Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime 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. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 1

CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

Offerors shall complete and submit a separate Form D-1 (Certified MBE Utilization and Fair Solicitation Affidavit) for each IV&V. If the Offeror fails to submit Form D-1 for any IV&V, the TO Procurement Officer shall reject the Offeror's entire TO Proposal Package.

In conjunction with the offer submitted in response to TORFP No. F _____, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 30% percent and, if specified in the TORFP. 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 that 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 selected as the apparent TO Agreement 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 certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment 2 - Form D-2) with the 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 Agreement 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 offeror's responsibility in connection with the certified MBE participation goal.

If I am the apparent TO Agreement 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 TO Agreement award. If the TO Agreement 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

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ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE

Offerors shall complete and submit a separate Form D-2 (MBE Participation Schedule) for each IV&V. If the Offeror fails to submit Form D-2 for any IV&V, the TO Procurement Officer shall reject the Offeror’s entire TO Proposal Package.

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

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL MBE PARTICIPATION:	_____ %
TOTAL WOMAN-OWNED MBE PARTICIPATION:	_____ %
TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:	_____ %

Document Prepared By: (please print or type)

Name: _____ Title: _____

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ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE (CONTINUED)

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

SUBMIT AS A .PDF FILE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 3

OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the bid or offer submitted in response to TORFP # F_____, 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.

Offeror Name

By: _____
Name

Address

Title

Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE 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. F _____, 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):

.. No bonds are required of Subcontractor

.. The following amount and type of bonds are required of Subcontractor:

By:

By:

Prime Contractor Signature

Subcontractor Signature

Print Name

Print Name

Title

Title

Date

Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 5

MINORITY BUSINESS ENTERPRISE PARTICIPATION - TO CONTRACTOR REPORT

Reporting Period (Month/Year): _____ Report is due by the 15th of the following month.	CATS II TORFP #F _____ Contracting Unit: DoIT _____ Task Order Amount: _____ MBE Sub Contract Amt _____ Task Order Begin Date _____ Task Order End Date _____ Services Provided _____
---	---

Prime TO Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
List all unpaid invoices over 30 days old received from the MBE subcontractor named above:			
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:

Tony Ma Department of Information Technology IV&V TO Manager 45 Calvert Street, 4 th Floor Annapolis, MD 21401 Tony.Ma@DoIT.state.md.us	MBE Officer Department of Information Technology Procurement Unit 45 Calvert Street, 4 th Floor Annapolis, MD 21401 DoIT.MBE@DoIT.state.md.us
---	---

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 6

MINORITY BUSINESS ENTERPRISE PARTICIPATION SUBCONTRACTOR PAID/UNPAID INVOICE REPORT

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

Return one copy of this form to the following address:

Tony Ma Department of Information Technology IV&V TO Manager 45 Calvert Street, 4 th Floor Annapolis, MD 21401 Tony.Ma@DoIT.state.md.us	MBE Officer Department of Information Technology Procurement Unit 45 Calvert Street, 4 th Floor Annapolis, MD 21401 DoIT.MBE@DoIT.state.md.us
---	---

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS II TORFP# #F50B0400031 (MMIS)
CATS II TORFP# #F50B0400032 (BPMS)
CATS II TORFP# #F50B0400033 (OCMS)
CATS II TORFP# #F50B0400034 (CSS)
CATS II TORFP# #F50B0400035 (TBD)

OF MASTER CONTRACT #060B9800035

This Task Order Agreement (“TO Agreement”) is made this _____ of _____, 20__ by and between **Task Order Contractor (TO Contractor)** and the STATE OF MARYLAND, Department of Information Technology.

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means the **TO Requesting Agency**, as identified in the CATS II TORFP # **ADPICS PO**.
 - b. “CATS II TORFP” means the Task Order Request for Proposals # **ADPICS PO**, dated **MONTH DAY, YEAR**, including any addenda.
 - c. “Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and **TO Contractor** dated _____.
 - d. “TO Procurement Officer” means **TO Procurement Officer**. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. “TO Agreement” means this signed TO Agreement between **TO Requesting Agency** and **TO Contractor**.
 - f. “TO Contractor” means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g. “TO Manager” means **TO Manager** of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Technical Proposal” means the TO Contractor’s technical response to the CATS II TORFP dated **date of TO Technical Proposal**.
 - i. “TO Price Proposal” means the TO Contractor’s financial response to the CATS II TORFP dated **date of TO Price Proposal**.
 - j. “TO Proposal Package” collectively refers to the TO Technical Proposal and TO Price Proposal.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS II 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 II TORFP
- c. Exhibit B – TO Technical Proposal
- d. Exhibit C – TO Price Proposal

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

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Technical Proposal and in accordance with the CATS II TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of _____, commencing on the date of Notice to Proceed and terminating on **Month Day, Year**.

4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS II TORFP and shall not exceed the total amount of the task order. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS II TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

TO Contractor Company Name

Print or Type TO Contractor POC Name

Authorized Signature

Date

Witness: _____

STATE OF MARYLAND, **TO Requesting Agency**

Print or Type TO Procurement Officer Name

Authorized Signature

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 bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):
- E) The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

Print or Type Name of Authorized Representative and Affiant

Authorized Signature of Representative and Affiant

Date

SUBMIT AS A .PDF FILE

ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B9800035.
2. Only labor categories proposed in the Master Contractors TO Price Proposal may be proposed under the CATS II TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. This summary is required at the time of the interview.

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; in this case, three months.

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 Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (CONTINUED)

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)	
Education: (Insert the education description from the CATS II RFP from Section 2.10 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS II RFP from Section 2.10 for the applicable labor category.)	
Duties: (Insert the duties description from the CATS II RFP from Section 2.10 for the applicable labor category.)	

The information provided on this form for this labor class is true and correct to the best of my knowledge:

Contractor's Contract Administrator:

Print or Type Name

Signature

Date

Proposed Individual:

Print or Type Name

Signature

Date

SUBMIT WITH TO TECHNICAL PROPOSAL - SIGNATURE REQUIRED AT THE TIME OF THE INTERVIEW

ATTACHMENT 6 – DIRECTIONS

TO THE PRE-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 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS II Task Order Agreement #ADPICS PO

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. TO Manager of the TO Requesting Agency will serve as your contact person on this Task Order. TO Manager can be reached at telephone # and email address.

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

Sincerely,

TO Procurement Officer

Task Order Procurement Officer

Enclosures (2)

cc: TO Manager

Procurement Liaison Office, Department of Information Technology

Project Management Office, Department of Information Technology

ATTACHMENT 8 – DELIVERABLE PRODUCT ACCEPTANCE FORM

(Submit one DPAF for each deliverable)

TO Requesting Agency:

TO Agreement Name: (Example: COM MITS IV&V)

TO Agreement #: F _____

DoIT Contact: Tony Ma, 410-260-6135, Tony.Ma@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 2.10.2 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 2.10 OF THE TORFP.

ATTACHMENT 9 – NON-DISCLOSURE AGREEMENT (OFFEROR)

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

OFFEROR warrants and represents that it intends to submit a TO Proposal Package in response to CATS II TORFP #ADPICS PO for TORFP Project Name. In order for the OFFEROR to submit a TO Proposal Package, it will be necessary for the State to provide the OFFEROR 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 above, the OFFEROR agrees as follows:

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

OFFEROR: _____ BY: _____

NAME: _____ TITLE: _____

ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ____ day of _____, 200____, by and between the State of Maryland ("the State"), acting by and through its **TO Requesting Agency** (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 **TORFP Title** TORFP No. **ADPICS PO** dated _____, (the “TORFP) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B9800035; 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:

TO Requesting Agency:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT 11 – LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

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

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

- All employee(s) proposed to work on the State contract will spend less than one-half of the employee's time during every work week on the State contract;
- All employee(s) proposed to work on the State contract will be 17 years of age or younger during the duration of the State contract; or
- All employee(s) proposed to work on the State contract will work less than 13 consecutive weeks on the State contract.

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature & Date: _____

ATTACHMENT 12 – TO TECHNICAL PROPOSAL TEMPLATE



**TASK ORDER (TO) TECHNICAL PROPOSAL
SUBMITTED IN RESPONSE TO:**

**CONSULTING AND TECHNICAL SERVICES II (CATS II)
TASK ORDER REQUEST FOR PROPOSALS (TORFP):**

FIVE AGENCY INDEPENDENT VERIFICATION & VALIDATIONS (IV&V):

IV&V 1: MEDICAID MANAGEMENT INFORMATION SYSTEM (MMIS) # F50B0400031

IV&V 2: BUSINESS PROCESS MANAGEMENT SYSTEM (BPMS) # F50B0400032

IV&V 3: OFFENDER CASE MANAGEMENT SYSTEM (OCMS) # F50B0400033

IV&V 4: CENTRAL SCHEDULING SYSTEM (CSS) # F50B0400034

IV&V 5: TO-BE DETERMINED (TBD) # F50B0400035

SUBMITTED BY:

(INSERT MASTER CONTRACTOR NAME / LOGO)

TO TECHNICAL PROPOSAL 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. TO TECHNICAL PROPOSAL 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 proposal apply generally across all IV&Vs and shall NOT name or contain information pertaining to 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 (TO Technical Proposal 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 (TO Technical Proposal Template - Section 1.1.2) as noted in the TORFP Sections 2.1 and 2.4.

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 and 2.4.

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 2.11).

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 2.10.2 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 2.10.2 (Deliverable 2.10.2.3). 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 TO 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 proposal 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 TO Technical Proposal Template - Section 2.2 and subsections below for each IV&V. For example, if there are 5 IV&Vs, Section 2.2 should be repeated five times as Section 2.2, 2.3, 2.4, 2.5, and 2.6 respectively.

2.2. IV&V # F50_____ (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 (TO Technical Proposal Template - Section 2.2.2), specific risks (TO Technical Proposal Template - Section 2.2.3), or extra time or work required (TO Technical Proposal 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 TO Technical Proposal Template - Section 3.1). The resume(s) for the IV&V Project Manager described in TORFP Section 2.13 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 2.13 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 TO Technical Proposal 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 2.10.2, 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 2.10.2 (Deliverable 2.10.2.2). 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 TO Technical Proposal Template - Section 2 as per Resume Format (See TORFP Attachment 13). 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 13 – RESUME FORMAT

RESUME

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

NAME	IV&V PROJECT(S)/IV&VROLE(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 14 – IV&V Sensitive Data Policy

Scope

This policy covers DoIT's policy for the storage and transmission of all IV&V sensitive data, regardless of the medium.

Purpose

The purpose of this policy is to provide all Maryland Agencies, IV&V Contractor(s), and any personnel involved in an IV&V project with the assurance that information gathered and opinions developed on the health of the project undergoing an IV&V are safely held and securely transmitted throughout IV&V project activities as defined by DoIT. It provides DoIT, Agency and IV&V Contractor personnel with the standards for handling of IV&V sensitive data including findings and recommendation data.

Definition

- **Confidential Information:** Non-public information that if disclosed could result in a high negative impact to the State of Maryland, its' employees or citizens and may include information or records deemed as Private, Privileged or Sensitive.
- **Project identifiable information (PII):** Used in DoIT's IV&V methodology to refer to information that can be used to uniquely identify or connect to a single project or can be used with other sources to uniquely identify a single project. The information may include individual or combination of data elements including: Contract Number, Task Order number, Purchase Order, Project Name, Project Acronym, Agency, Project Start and End Dates, Project Manager or Team members, and project code.
- **IV&V Sensitive data:** IV&V sensitive data is defined as confidential information and includes all electronic or paper document forms related to the IV&V findings and recommendations. It includes the draft findings report, final findings report, internal presentation, agency presentation materials, and derivatives of these artifacts which contain project identifiable information.

Policies & Procedures:

Watermarking

All IV&V sensitive data is confidential information and shall be clearly marked as "Confidential". This is to include findings report (draft & final), presentations (internal & Agency), or derivatives of these artifacts which contain specific project identifiable information for a particular IV&V.

Access to IV&V sensitive data

Only those Agency, IV&V Contractor, and DoIT personnel with explicit need-to-know and other individuals for whom an authorized Maryland State official has determined there is a mission-essential need-to-share and the individual has signed a non-disclosure agreement will have access to IV&V sensitive data.

Physical access controls must be in place for access to IV&V sensitive data. Physical access controls may depend on DoIT, Agency, and IV&V Contractor's individual facilities. They would include:

- Data Centers;
- Areas containing servers and associated media;
- Networking cabinets and wiring closets; and
- Operations and control areas.

Access to data centers and secured areas where IV&V sensitive data is stored will be granted for those employees, contractors, technicians and vendors who have legitimate business responsibilities on the IV&V. Authorization should be:

- Based on frequency of need for access;

- Approved by the manager responsible for the IV&V at the respective organization. The IV&V TO Manager must be informed of all personnel granted access.

Each individual having access to IV&V sensitive data is responsible for:

- Ensuring that all portable storage media such as hard drives, flash media drives, diskettes, magnetic tapes, laptops, PDA devices, DVDs and CDs are physically secured;
- Ensuring proper environmental and physical controls are established to prevent accidental or unintentional loss of IV&V sensitive data residing on IT systems;
- Ensuring that any physical access controls are auditable.

Distribution within IV&V Project Team

The IV&V TO Manager will manage, and directly deliver controlled and tracked paper copies of IV&V sensitive documents which are stamped Confidential. Electronic file transmission method of IV&V sensitive data via email is strictly prohibited. All electronic file transmission methods must be secure and encrypted. Examples include a secure site with password protection and access restriction to electronic files for individuals authorized to access IV&V sensitive data.

All request for paper or electronic files must be requested through the IV&V TO Manager and approved prior to granting of access to paper or electronic file.

Storage

Physically controlled access to and securely stored information system media, both paper and digital, based on the “Confidential” classification of the information recorded on the media. Storage is prohibited on portable devices unless prior written approval from IV&V TO Manager has been granted. Approved storage on portable devices must be encrypted; kept from view by unauthorized individuals; protect against viewing while in use and when unattended, store in locked desks, cabinets, or offices within a physically secured building.

Redacted IV&V sensitive data

For training and lessons learned purposes only, IV&V sensitive data may be redacted and all project identifiable information removed from paper and electronic copies. All requests to create redacted IV&V sensitive data for paper or electronic copies must be made to the IV&V TO Manager and approved prior to redaction. A copy of the final versions of the redacted information will be provided to the IV&V TO Manager for review and approval.

Questions about this policy

If you have questions about this policy, please contact the IV&V TO Manager at Tony.Ma@DoIT.state.md.us.

Policy adherence

Failure to follow this policy can result in disciplinary action including, but not limited to, termination of IV&V contract.

I EXPRESSLY ACKNOWLEDGE THAT I HAVE READ THIS POLICY AND UNDERSTAND THE POLICIES, PROCEDURES, OBLIGATIONS, AND CONDITIONS SET FORTH HEREIN. BY SIGNING, I EXPRESSLY CONSENT TO BE BOUND BY DOIT’s IV&V SENSITIVE DATA POLICY SET FORTH.

TO Contractor/TO Contractor’s Personnel

Signature: _____ Name: _____

Title: _____

Date: _____

EXHIBIT A

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

Printed Name and Address
of Employee or Agent

Signature

Date

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____