



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

Analysis and Implementation Services for
the Materials Management System (MMS)

CATS+ TORFP #
J02B3400063

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

ISSUE DATE: 2/28/2014

TABLE OF CONTENTS

TABLE OF CONTENTS	2
KEY INFORMATION SUMMARY SHEET	4
SECTION 1 - ADMINISTRATIVE INFORMATION	5
1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT	5
1.2 TO AGREEMENT	5
1.3 TO PROPOSAL SUBMISSIONS	5
1.4 ORAL PRESENTATIONS/INTERVIEWS	6
1.5 MINORITY BUSINESS ENTERPRISE (MBE)	6
1.6 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)	6
1.7 TO PRE-PROPOSAL CONFERENCE	6
1.8 QUESTIONS	6
1.9 CONFLICT OF INTEREST	6
1.10 NON-DISCLOSURE AGREEMENT	7
1.11 LIMITATION OF LIABILITY CEILING	7
1.12 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES	7
1.13 LIVING WAGE	7
1.14 IRANIAN NON-INVESTMENT	7
1.15 CHANGE ORDERS	8
SECTION 2 - SCOPE OF WORK	9
2.1 PURPOSE	9
2.2 REQUESTING AGENCY BACKGROUND	9
2.3 PROJECT BACKGROUND	9
2.4 REQUIREMENTS	11
2.5 WORK ORDER ASSIGNMENTS	22
2.6 WORK ORDER PROCESS	22
2.7 DELIVERABLES AND ACCEPTANCE CRITERIA	23
2.7.1 DELIVERABLE SUBMISSION PROCESS	23
2.7.2 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA	24
2.8 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES	37
2.9 PREMISES AND OPERATIONAL SECURITY	38
2.10 TO CONTRACTOR MINIMUM QUALIFICATIONS	38
2.11 TO CONTRACTOR AND PERSONNEL OTHER REQUIREMENTS	39
2.12 SUBSTITUTION OF PERSONNEL	39
2.13 PERFORMANCE PROBLEM MITIGATION	39
2.14 INVOICING	40
2.14.1 INVOICE FORMAT	40
2.15 MBE PARTICIPATION REPORTS	40
SECTION 3 - TOPROPOSAL FORMAT AND SUBMISSION REQUIREMENTS	41
3.1 REQUIRED RESPONSE	41
3.2 FORMAT	41
3.3 Summary of Attachments	41
3.4 Proposal Format	41
SECTION 4 – TASK ORDER AWARD PROCESS	45
4.1 OVERVIEW	45
4.2 TECHNICAL PROPOSAL EVALUATION CRITERIA	45

4.3	SELECTION PROCEDURES	45
4.4	COMMENCEMENT OF WORK UNDER A TO AGREEMENT	45
	ATTACHMENT 1A PRICE PROPOSAL FORM	47
	ATTACHMENT 1B PRICE PROPOSAL FORM	49
	ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS.....	50
	ATTACHMENT 3 – TASK ORDER AGREEMENT	70
	ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE.....	73
	ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY	74
	ATTACHMENT 6 – DIRECTIONS	78
	ATTACHMENT 7 – NOTICE TO PROCEED	79
	ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM	80
	ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM	81
	ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR).....	82
	ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR).....	83
	EXHIBIT A.....	85
	ATTACHMENT 12 – TO CONTRACTOR SELF-REPORTING CHECKLIST	86
	ATTACHMENT 13 – SHA COMPUTER ARCHITECTURE STANDARDS FOR INFORMATION TECHNOLOGY	89
	ATTACHMENT 14 –WORK ORDER.....	90
	ATTACHMENT 15 – LIVING WAGE AFFIDAVIT OF AGREEMENT	91
	ATTACHMENT 16 - CERTIFICATION REGARDING INVESTMENTS IN IRAN.....	92
	ATTACHMENT 17 – MMS MODULE 1 FRD	93
	ATTACHMENT 18 – MMS TMP.....	94
	ATTACHMENT 19 – MMS MODULE 2 FRD	95

KEY INFORMATION SUMMARY SHEET

This CATS+ TORFP is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS+ Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Master Contractors choosing not to submit a proposal shall submit a Master Contractor Feedback form. The form is accessible via your CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS+ RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments.

TORFP Title:	Analysis and Implementation Services for the Materials Management System
Functional Area:	FA5 – Software Engineering
TORFP Issue Date:	2/28/2014
Questions Due Date and Time:	3/11/2014 at 2:00 pm Eastern Time
Closing Date and Time:	3/26/2014 at 2:00 pm Eastern Time
TORFP Requesting Agency:	Maryland Department of Transportation State Highway Administration Office of Information Technology
Send Questions and Proposals to:	Yamillette C. Waite Senior Procurement Compliance Manager 410-865-1123 ycollett@mdot.state.md.us
TO Procurement Officer:	Yamillette C. Waite Office Phone Number: 410-865-1123 Office FAX Number: 410-865-1123
TO Manager:	Daniel Joines Office Phone Number: 410-545-8033 Office FAX Number: 410-209-5051 DJoines@sha.state.md.us
TO Project Number:	J02B3400063
TO Type:	Fixed Price
Period of Performance:	Three (3) Years Base With Two (2) – One (1) Year Option Periods
MBE Goal:	0%
VSBE Goal:	0%
Small Business Reserve (SBR):	No
Primary Place of Performance:	TO Contractor's facility
TO Pre-proposal Conference:	No pre-proposal conference will be held for this TORFP

SECTION 1- ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

Personnel roles and responsibilities under the TO:

- **The TO Procurement Officer** - The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement.
- **The TO Manager** - The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS+ 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.

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

- **TO Contractor** – The CATS+ Master Contractor awarded the TO Agreement. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- **TO Contractor Manager** - TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolve any issues that may arise pertaining to the TO contractor support personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.

The TO Contractor will provide invoices as specified under Section 2.14 Invoicing. The TO Contractor is responsible for making payments to the TO Contractor personnel.

- **TO Support Personnel** – Any resource provided by the TO Contractor in support of this TORFP over the course of the TORFP period of performance.
- **Proposed Personnel** – Any individual named in the TO Proposal by the Master Contractor to perform work under the scope of this TORFP. Proposed personnel shall start as of TO Agreement issuance unless specified otherwise.

1.2 TO AGREEMENT

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

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. The TO Proposal is to be submitted via e-mail, not to exceed 8 MB, as two (2) attachments in MS Word format (version 2007 or greater). The "subject" line in the e-mail submission shall state the TORFP #J02B3400063. The first file shall be the TO Proposal technical response to this TORFP and titled, "CATS+ TORFP #J02B3400063Technical". The second file shall be the financial response to this CATS+ TORFP and titled, "CATS+ TORFP #J02B3400063Financial". The

following proposal documents shall be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 4 – Conflict of Interest Affidavit and Disclosure
- Attachment 11 – Non-Disclosure Agreement (TO Contractor)
- Attachment 15 - Living Wage Affidavit of Agreement
- Attachment 16 – Certification Regarding Investments in Iran

1.4 ORAL PRESENTATIONS/INTERVIEWS

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

In the event that more than ten (10) Offerors meet minimum qualifications, Offerors meeting minimum qualifications will be required to participate in an initial oral presentation via telephone, the format of which will be determined and conveyed to the Offerors in advance. Offerors will be ranked based on their oral presentation, proposed resource resume and initial TORFP review. The top five (5) Offerors will be required to submit to in-person oral presentations that will include the proposed resource.

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

1.5 MINORITY BUSINESS ENTERPRISE (MBE)

This TORFP does not have MBE goals and sub-goals as stated in the Key Information Summary Sheet above. Offerors are highly encouraged to include MBE participation whenever possible. Furthermore, MBE Master Contractors are highly encouraged to respond to this solicitation.

1.6 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)

This TORFP does not have a VSBE subcontract participation goal, as stated in the Key Information Summary Sheet. Offerors are highly encouraged to include VSBE participation whenever possible. Furthermore, VSBE Master Contractors are highly encouraged to respond to this solicitation.

1.7 TO PRE-PROPOSAL CONFERENCE

There will be no pre-proposal held for this TORFP.

1.8 QUESTIONS

All questions shall be submitted via e-mail to the TO Procurement Officer no later than the date and time indicated in the Key Information Summary Sheet. Answers applicable to all Master Contractors will be distributed to all Master Contractors who are known to have received a copy of the TORFP. Answers can be considered final and binding only when they have been answered in writing by the Procurement Officer.

1.9 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflict 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. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

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

1.10 NON-DISCLOSURE AGREEMENT

Certain system documentation are available for potential Offerors to review at a reading room at 707 N. Calvert St., Baltimore, MD 21202. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. Please contact the TO Manager of this TORFP to schedule an appointment if interested.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 11.

1.11 LIMITATION OF LIABILITY CEILING

Pursuant to Section 27 (C) of the CATS+ Master Contract, the limitation of liability per claim under this TORFP shall not exceed the total TO Agreement amount.

1.12 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

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

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

1.13 LIVING WAGE

The Master Contractor shall abide by the Living Wage requirements under Title 18, State Finance and Procurement Article Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. An Affidavit of Agreement shall be submitted as part of the Master Contract Agreement in accordance with the CATS+ Master Contract.

A proposal submitted by an offeror shall be accompanied by a completed Living Wage Affidavit of Agreement. See Attachment 15 for a copy of the Living Wage Affidavit of Agreement.

1.14 IRANIAN NON-INVESTMENT

All proposals shall be accompanied by a completed Certification Regarding Investments in Iran. A copy of this Certification is included as Attachment 16 of this TORFP.

1.15 CHANGE ORDERS

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

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SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

The MDOT is issuing this CATS+ TORFP on behalf of the SHA OIT to obtain a broad range of technical services to support the analysis and implementation of the Office of Materials and Technology (OMT) MMS program of software development modules. The services provided through this Task Order will be critical to supporting the continued development of the various modules in the MMS program through a series of releases. The goal of this Task Order is to ensure that SHA has the appropriate resources, skills and expertise to manage the analysis, design, development, testing, and implementation of the MMS program utilizing SHA System Development Life Cycle (SDLC) standards and practices.

The scope of this Task Order at Notice to Proceed (NTP) is to produce the deliverables for Release 1 as outlined in Section 2.4 below that meets these objectives on a Firm Fixed Price basis.

Should funding continue, each additional Release (i.e. Releases 2 – 4) will be authorized through a Work Order, and shall follow the CATS + Work Order process as outlined in Section 2.6.

2.2 REQUESTING AGENCY BACKGROUND

The SHA is responsible for all interstates, U.S. and Maryland numbered routes excluding those in Baltimore City and toll facility maintained highways. SHA operates, maintains and rebuilds the numbered, non-toll routes in Maryland's 23 counties – a total of 17,000 lane-miles and 2,576 bridges.

The SHA Business Plan is available online at:
www.roads.maryland.gov/oc/shabusinessetnl.pdf

2.3 PROJECT BACKGROUND

SHA and OMT have recognized a need to implement an electronic MMS to better track, record, evaluate, analyze, and review the quality of materials used on SHA construction projects. The goal of the system is to streamline all facets of the process, including testing, acceptance, and clearance so that information can be tracked and SHA personnel can manage the entire materials clearance process more effectively and efficiently. This increased efficiency will in turn raise SHA's ability to efficiently and effectively perform design, construction, rehabilitation, and maintenance on the state highway system. The system is intended to assist with source of supply acceptance, calculate pay factors, determine materials acceptability, generate sampling and testing schedules, and be used as a mechanism to determine when all materials clearance activities are complete.

High level functional requirements for the MMS were developed in 2007 by using the requirements from the MMS strategic planning effort. Between 2008 and 2009, detailed requirements were obtained for the eight independent but integrated modules within the MMS program. In 2010 only portions of module (1) one were designed, developed, and implemented due to significant decreases in funding. In 2012, funding was restored to continue the implementation of the remaining modules. A requirements gap analysis has been included in the requirements below due to the multi-year delay in the implementation of modules 2-8 as well as platform changes and enhancements requirements for module (1) one. In order to effectively and efficiently manage this effort the modules were grouped in to (4) four releases which are summarized as follows:

MMS Program Release Definition

Release 1

Module 1 v2: System Management, Project Information, and Source of Supply – Basic project information; integrations with financial and construction systems, document management, E-mail,

and the qualified products list (QPL); source of supply support; material data; producer and supplier information.

Current Process – manual backend bulk data loads, manual data entry, redundant MS Access databases, use of interim enterprise data integration tools such as Talend.

Module 2: Base Laboratory Information Management System (LIMS) – A base LIMS for all OMT labs allowing for sample logging, assigning tests and staff, test costing, equipment calibration, and workflows.

Current Process - Stand-alone databases, offline processes captured manually or through Excel spreadsheets (sample data, sample status, certification expiration dates, approval/disapproval review).

Release 2

Module 3: Soils/Aggregates, Pavement, Geotech, Field Exploration – Both generic and detailed test screens associated with these labs and functional areas, functionality for incentive and disincentive calculations, reports for tests conducted as well as incentives/disincentives.

Current Process – Multiple stand-alone redundant databases, manual processes, data collected through paper forms, systems linked to specific test equipment.

Module 4: Concrete/Chemical - Both generic and detailed test screens associated with these two labs, functionality for incentive and disincentive calculations, reports for tests conducted as well as incentives/disincentives.

Current Process – Largely paper-based with several stand-alone systems to store test data, some systems link to specific test equipment, large volume of Excel spreadsheets.

Release 3

Module 5: Asphalt – Both generic and detailed test screens associated with the Asphalt Lab, functionality for incentive and disincentive calculations, reports for tests conducted as well as incentives/disincentives.

Current Process – Several redundant stand-alone MS Access databases, large volume of forms, manual processes for gathering, storing and reporting data.

Module 6: Structural Materials – Both generic and detailed test screens associated with the Structures Lab, functionality for incentive and disincentive calculations, reports for tests conducted as well as incentives/disincentives.

Current Process – Large volume of forms and stand-alone databases, manual offline processes.

Release 4

Module 7: Materials Clearance – Support the materials clearance process by centralizing data, eliminating paperwork, and communicating information to stakeholders; centralize all project and test information; real-time status of materials clearance; full integration with construction systems.

Current Process – Largely paper-based and mostly uses paper files to track project information: documentation originates in paper form or via e-mail and is manually archived in filing cabinets, divided into monthly clearance process and final clearance process.

Module 8: Management Reporting/Analysis – Development of remaining interfaces; project level

and project independent state-wide test reports; statistical analysis; complex cost calculations; dashboards.

Current Process – Tedious extraction of data for performance measurement/business planning from multiple sources including paper-based forms, MS Access databases, Oracle databases, Excel spreadsheets, and e-mails; manual data loading into MS Access and tools such as Quikview for reporting.

2.4 REQUIREMENTS

All work shall adhere to the SDLC methodology and standards established by SHA for all applicable phases of work. TO Contractor shall provide deliverables as defined per each phase and in accordance to Deliverables Acceptance Criteria in Section 2.7.

Tasks included within this TORFP are divided by Release, Module, and SDLC phase as described below:

2.4.1 Release 1 - Module 1 v2: System Management, Project Information, and Source of Supply

2.4.1.1 SDLC Phase – Planning

The Planning Phase focuses principally on required project planning work. Proper comprehensive project planning is essential to a successful IT project, and incomplete project planning and analysis are frequently root causes of project failure. Most project planning is conducted as part of the *PMBOK* Integration Management work, which includes defining the processes necessary to identify, define, combine, unify, and coordinate all project activities for successful project deployment.

Objectives:

1. Elaboration and refinement of the project scope, schedule, resource requirements, risks, and costs.
2. Assessment and description of activities to coordinate all project communications.

Goal - The purpose of the Planning Phase is to plan all project processes and activities required to ensure project success and to create a comprehensive project schedule and communications plan.

2.4.1.1.1 Planning Phase – Task Requirements:

1. The TO Contractor shall develop materials for a Kick-off Meeting and hold the Kick-off Meeting at the start of the release.
2. The TO Contractor shall conduct meetings to review the project approach, business drives, goals, and objectives.
3. The TO Contractor shall conduct meetings to review project deliverables, milestones, and the project schedule.
4. The TO Contractor shall conduct planning activities to produce the deliverables described below for Release 1 – Module 1 v2; System Management, Project Information, and Source of Supply.
5. The TO Contractor shall identify, define, combine, unify, and coordinate all project activities, TO Contractor, SHA staff, and other contractors for successful project deployment.
6. The TO Contractor shall participate in biweekly project status meetings to discuss project activities and progress.
7. The TO Contractor shall deliver Monthly status reports throughout the contract duration.

2.4.1.1.2 Planning Phase - Deliverables Description:

As part of the phase, TO Contractor shall provide the following deliverables:

- **Work Breakdown Structure (WBS)** – A WBS is a decomposition of all the work necessary to complete a project. A WBS is arranged in a hierarchy and constructed to allow for clear and logical groupings, either by activities or deliverables. The WBS shall represent the work identified in the approved System Boundary Document and serves as an early foundation for effective schedule development and cost estimating. The WBS shall be accompanied by a WBS Dictionary, which lists and defines WBS elements.
- **Gantt Based Project Schedule** - A Gantt Based Project Schedule shall be developed to provide detailed tasks after the WBS is approved.
- **Communication Management Plan** - The Communication Management Plan defines the processes required to ensure timely and appropriate generation, collection, distribution, storage, retrieval, and disposition of project information to the project team, stakeholders, Project Sponsor, and Executive Sponsor.
- **Kick-off Meeting Materials** – The Kick-off Meeting materials consists of documents, including pre and post meeting materials for kicking off the release work.

2.4.1.2 SDLC Phase – Requirements Analysis

The Requirements Analysis Phase begins when the previous phase objectives have been achieved. Documentation related to user requirements from the Concept Development Phase and the Planning Phase shall be used as the basis for further user needs analysis and the development of detailed requirements.

A detailed Functional Requirements Document (FRD) for MMS Module 1 is included as Attachment 17. A Test and Evaluation Master Plan (TMP) is included as Attachment 18. A requirements gap analysis shall be performed to meet the following:

Objectives:

1. Update the existing MMS Module 1 FRD.
2. Update the existing MMS Module 1 TMP.
3. Approval to progress to the Design Phase.

Goal - The purpose of the Requirements Analysis Phase is to transform the needs and high-level requirements specified in earlier phases into unambiguous (measurable and testable), traceable, complete, consistent, and stakeholder-approved requirements.

2.4.1.2.1 Requirements Analysis Phase – Task Requirements:

1. The TO Contractor shall conduct a requirements gap analysis using the existing FRD (Attachment 17) and provide an updated FRD with guidance and input from the SHA business area and OIT for Release 1 – Module 1 v2; System Management, Project Information, and Source of Supply. Observation of current processing, evaluation of current business-side documents, direct interviews with users and JAD sessions are methods expected to be performed by the TO Contractor. The TO Contractor may substitute their own methods or include additional methods for requirements analysis in their proposal.
2. The TO Contractor shall provide an updated TMP (based on Attachment 18) that documents the scope, content, methodology, sequence, management of, and responsibilities for test activities.
3. The TO Contractor shall provide an updated TMP that documents updates to the Test Cases for Release 1 – Module 1 v2.
4. The TO Contractor shall update and maintain the RTM throughout the project.
5. The TO Contractor’s Project Team shall review the FRD and its consistency with respect to the sponsor’s business processes and business needs.

6. The TO Contractor's Project Team shall review the requirements readiness for application design ensuring that all requirements are testable and traceable.

2.4.1.2.2 Requirements Analysis Phase - Deliverables Description:

As part of the phase, TO Contractor shall provide the following deliverables:

- **FRD** – The FRD describes the system's functional requirements, including, but not limited to: functional process requirements, data requirements, system interface requirements, and non-functional or operational requirements. The FRD also contains a Requirements Traceability Matrix (RTM) - a table that links requirements to their origins and traces them throughout the project life cycle. The RTM helps to ensure that each requirement adds business value and that approved requirements are delivered.
- **TMP** – The TMP documents the scope, content, methodology, sequence, management of, and responsibilities for test activities.

2.4.1.3 SDLC Phase – Design

During the Design Phase, the system is designed to satisfy the requirements identified in the previous phases. The requirements identified in the Requirements Analysis Phase are transformed into a System Design Document (SDD) that accurately describes the design of the system and that can be used as an input to system development in the next phase.

Objectives:

1. Transformation of all requirements into detailed specifications covering all aspects of the system.
2. Prototype to refine and improve understanding of requirements.
3. Approval to progress to the Development Phase.

Goal - the purpose of the Design Phase is to transform the requirements into complete and detailed system design specifications. Once the design is approved, the TO Contractor can begin the Development Phase.

2.4.1.3.1 Design Phase – Task Requirements:

1. The TO Contractor shall perform design activities of the system using the SHA SDLC MS Word Templates with guidance and input from the SHA business area and OIT to produce the deliverables as described below.
2. The TO Contractor shall utilize an iterative approach to prototyping the system. The system prototype shall be used to update and refine the system design document; therefore, the system prototype and the system design document will be worked on simultaneously and iteratively. Additionally, where feasible, code developed during prototyping should be utilized in the development phase.
3. The TO Contractor shall transform all requirements into detail design specifications for the system.
4. The TO Contractor shall conduct multiple design sessions to complete the system design.
5. The TO Contractor shall start the development of the System Administration & Maintenance Manual in this phase.
6. The TO Contractor shall deliver a SDD that specifies the construction details of the system, each system component's interaction with other components and external systems, and the interface that allows end users to operate the system and its functions.

2.4.1.3.2 Design Phase - Deliverables Description:

As part of the phase, TO Contractor shall provide the following deliverables:

- **System Design Document** – The System Design Document specifies the construction details of the system, each system component’s interaction with other components and external systems, and the interface that allows end users to operate the system and its functions.
- **System Prototype** – System Prototype and its components will be developed iteratively using prototyping in a tool and/or development language specified in SHA’s approved development architecture standards as defined in Attachment 13. The benefits of prototyping include:
 - Enable stakeholder involvement in system design
 - Keep the project focused on business needs
 - Demonstrate evolving design concepts
 - Facilitate effective communication between stakeholders and the vendor team
 - Obtain stakeholder buy-in
 - Identify functional and technical issues early
 - Validate that the design solution being developed provides the best overall fit and satisfies functional and non-functional requirements
 - Demonstrates a common understanding of the solution achieved through negotiation with stakeholders
 - Reduce uncertainty and risks associated with implementation
 - Usable code for the Development Phase
- **Implementation Plan** – The Implementation Plan describes how the information system will be deployed as an operational system.
- **Training Plan** – The Training Plan outlines training needs for end users on the new or enhanced information system.

2.4.1.4 SDLC Phase – Development

The Development Phase features full system construction. Tasks throughout the Development Phase ensure that the product functions as required.

Objectives:

1. Building the complete system using SHA’s approved development architecture standards as defined in Attachment 13.
2. Testing and integrating the units into larger components.
3. Preparing the technical environment for the system.
4. Approval to progress to the Test Phase.

Goal - the purpose of the Development Phase is to convert the system design prototyped in the Design Phase into a working information system that addresses all documented system requirements. At the end of this phase, the working system shall enter the Test Phase.

2.4.1.4.1 Development Phase – Task Requirements:

1. The TO Contractor shall develop the solution with guidance and input from OIT using SHA’s approved development architecture standards as defined in Attachment 13.
2. The TO Contractor shall provide a development environment for its development for the duration of the contract.
3. The TO Contractor shall provide version control for its development.
4. The TO Contractor shall provide a testing environment, for the duration of the contract, to test the integration of the different units develop and ensure the larger components work together.
5. The TO Contractor shall be responsible for unit testing and bug correction at the unit and subsystem level.

6. The TO Contractor shall start performing test analysis and document the results in a Test Analysis Report. As part of its development, the TO Contractor shall perform unit testing and bug correction of each unit or component of system or subsystem developed.
7. The TO Contractor shall document all testing activities and test results.
8. The TO Contractor shall update the User Manuals to reflect changes in the MMS system.

2.4.1.4.2 Development Phase - Deliverables Description:

As part of the phase, TO Contractor shall provide the following deliverables:

- **System (Application) Software** – File or set of files that contain the application or software code, both compiled and un-compiled, on discs or other media.
- **Test Data** – The Test Data contains dummy data used for testing; the data is not sensitive or live.
- **Unit Testing and Bug Correction** -Unit testing involves taking the smallest piece of testable software in the application and isolating it from the remainder of the code to determine whether it behaves exactly as expected. The bugs encountered during unit testing shall be corrected and the unit retested until it is bug free.
- **Systems Administration & Maintenance Manual** – The Systems Administration and Maintenance Manual describes how the application will be maintained from the front-end system administrator perspective as well as the backend software code maintenance.
- **User Manual**– The User Manual describes to end users how to make full use of the information system, including system functions and capabilities, contingencies and alternate modes of operation, and step-by-step procedures for system access and use.

2.4.1.5 SDLC Phase – Test

The Test Phase focuses on an empirical investigation in which the results describe the quality of the system; testing cannot confirm a system functions properly under all conditions but can establish that it fails under specific conditions. One of the well-known maxims in software development is as follows, the earlier a defect is found in the development process the less expensive the fix to the code. Testing early in the system life cycle reduces risks such as schedule delays or cost overruns due to incomplete or unacceptable components. In the Test Phase, testing of the system proves that the system meets all requirements including those for performance and security. The in-depth security testing of this phase identifies any parts of the system that will not satisfy accreditation criteria. Finally, acceptance testing confirms the developed system satisfies the end users who identified the business need and the requirements.

Objectives:

1. Proof through system, security, and user acceptance tests that the system meets all requirements, functions according to design parameters, and satisfies all business, technical, and management stakeholders.
2. Assurance that the system functions as described in the User Manual.
3. Conversion of data from a legacy system and integration of data with system interfaces.
4. Approval to progress to the Implementation Phase.

Goal - The purpose of the Test Phase is to guarantee that the system successfully built and tested in the Development Phase meets all requirements and design parameters. After being tested and accepted, the system moves to the Implementation Phase.

2.4.1.5.1 Test Phase – Task Requirements:

1. The TO Contractor shall perform conversion testing of scripts to convert data from a legacy system.

2. The TO Contractor shall perform integration of data with system interfaces.
3. The TO Contractor shall perform system testing of the release prior to providing to SHA for user acceptance testing.
4. The TO Contractor shall perform regression testing of all bug fixes to ensure that new fixes does not break existing functionality.
5. The TO Contractor shall provide performance testing of the system to ensure approximately 3,000 users can access the system simultaneously.
6. The TO Contractor shall document all testing activities and test results.
7. The TO Contractor shall provide support during User Acceptance Testing, which is to be conducted by SHA staff.

2.4.1.5.2 Test Phase - Deliverables Description:

As part of the phase, TO Contractor shall provide the following deliverables:

- **Test Analysis Report** – The Test Analysis Report presents a description of the unit tests and user acceptance tests with the results mapped to the system requirements; also identifies system capabilities and deficiencies. Includes sign-off for system readiness and notice of implementation.
- **UAT Based Bug Fixes** – The bugs encountered during UAT shall be corrected and the test cases retested until they are bug free.
- **Release Notes** – The Release Notes provides summary information regarding the current release of the system being built; typically includes major new features and changes and identifies known problems and workarounds.

2.4.1.6 SDLC Phase - Implementation

The Implementation Phase has one key activity: installing the new system in its target environment. Supporting actions include training end-users and preparing to turn the system over to maintenance personnel.

Objectives:

1. Training of the end users and system administrators.
2. System implementation to be performed by SHA personnel.
3. Post-Implementation Support for sixty (60) calendar days after implementation.

Goal - the purpose of the Implementation Phase is to deploy and enable operations of the new information system in the production environment.

2.4.1.6.1 Implementation Phase – Task Requirements:

1. The TO Contractor shall provide end users and system administrators training within twenty (20) calendar days of system implementation.
2. The TO Contractor shall provide all system implementation services and support to implement solution at SHA.
3. The TO Contractor shall ensure all data conversions and system integrations have been fully developed and tested prior to deployment and installation.
4. The TO Contractor shall provide sixty (60) calendar days of post implementation support which shall include but is not limited to correcting defects, monitoring system performance, and/or application administrative assistance.
5. The TO Contractor shall not implement system until there are no critical defects and no high impact defects remaining without an acceptable business workaround.

2.4.1.6.2 Implementation Phase - Deliverables Description:

As part of the phase, TO Contractor shall provide the following deliverables:

- **End User and System Administration Training**– The TO Contractor shall use training materials such as PowerPoint, Training Manuals, and Training Data, to deliver training based on the training plan to the end users and system administrators.
- **System Software** – The System Software (Production) consists of the complete system and includes all code – modules, components, and libraries, that are kept in the production version of the data repository and successfully implemented in the SHA’s production environment. The complete system is to be accompanied by detailed instructions on how SHA personnel can deploy the system in the SHA environment.

2.4.2 Release 1 - Module 2: Base LIMS

2.4.2.1 SDLC Phase – Planning

(See Section 2.4.1.1 for description, objectives and goals of the Planning Phase)

2.4.2.1.1 Planning Phase – Task Requirements:

1. The TO Contractor shall develop materials for a Kick-off Meeting and hold the Kick-off Meeting at the start of the release.
2. The TO Contractor shall conduct meetings to review the project approach, business drives, goals, and objectives.
3. The TO Contractor shall conduct meetings to review project deliverables, milestones, and the project schedule.
4. The TO Contractor shall conduct planning activities to produce the deliverables described below for Release 1 – Module 2; Base LIMS.
5. The TO Contractor shall identify, define, combine, unify, and coordinate all project activities, TO Contractor, SHA staff, and other contractors for successful project deployment.
6. The TO Contractor shall participate in biweekly project status meetings to discuss project activities and progress.
7. The TO Contractor shall update the Communications Plan.

2.4.2.1.2 Planning Phase - Deliverables Description:

As part of the phase, TO Contractor shall provide the following deliverables:

- **Communications Plan** – The updated Communications Plan reflect any changes in the project team and/or stakeholders involved with the LIMS module.
- **Kick-off Meeting Materials** – The Kick-off Meeting materials consists of documents, including pre and post meeting materials for kicking off the release work.

2.4.2.2 SDLC Phase – Requirements Analysis

The Requirements Analysis Phase begins when the previous phase objectives have been achieved. Documentation related to user requirements from the Concept Development Phase and the Planning Phase shall be used as the basis for further user needs analysis and the development of detailed requirements.

A detailed Functional Requirements Document (FRD) for Module 2 is included as Attachment 19. A Test and Evaluation Master Plan (TMP) is included as Attachment 18. A requirements gap analysis shall be performed by TO Contractor to meet the following:

Objectives:

1. Update the existing MMS Module 2 FRD.
2. Update the existing MMS Module 2 TMP.
3. Approval to progress to the Design Phase.

Goal - The purpose of the Requirements Analysis Phase is to transform the needs and high-level requirements specified in earlier phases into unambiguous (measurable and testable), traceable, complete, consistent, and stakeholder-approved requirements.

2.4.2.2.1 Requirements Analysis Phase – Task Requirements:

1. The TO Contractor shall conduct a requirements gap analysis using the existing FRD (Attachment 19) and provide an updated FRD with guidance and input from the SHA business area and OIT for Release 1 – Module 2; Base LIMS. Observation of current processing, evaluation of current business-side documents, direct interviews with users and JAD sessions are methods expected to be performed by the TO Contractor. The TO Contractor may substitute their own methods or include additional methods for requirements analysis in their proposal.
2. The TO Contractor shall provide an updated TMP (Attachment 18) that documents the scope, content, methodology, sequence, management of, and responsibilities for test activities.
3. The TO Contractor shall provide an updated TMP that documents updates to the Test Cases for Release 1 – Module 1 v2.
4. The TO Contractor shall update and maintain the RTM throughout the project.
5. The TO Contractor’s Project Team shall review the FRD and its consistency with respect to the sponsor’s business processes and business needs.
6. The TO Contractor’s Project Team shall review the requirements readiness for application design ensuring that all requirements are testable and traceable.

2.4.2.2.2 Requirements Analysis - Phase Deliverables Description:

As part of the phase, TO Contractor shall provide the following deliverables:

- **FRD** – The FRD describes the system’s functional requirements, including, but not limited to: functional process requirements, data requirements, system interface requirements, and non-functional or operational requirements. The FRD also contains a RTM - a table that links requirements to their origins and traces them throughout the project life cycle. The RTM helps to ensure that each requirement adds business value and that approved requirements are delivered.
- **TMP** – The TMP documents the scope, content, methodology, sequence, management of, and responsibilities for test activities.

2.4.2.3 SDLC Phase – Design

During the Design Phase, the system is designed to satisfy the requirements identified in the previous phases. The requirements identified in the Requirements Analysis Phase are transformed into a System Design Document that accurately describes the design of the system and that can be used as an input to system development in the next phase.

Objectives:

1. Transformation of all requirements into detailed specifications covering all aspects of the system.
2. Prototype to refine and improve understanding of requirements.
3. Approval to progress to the Development Phase.

Goal - the purpose of the Design Phase is to transform the requirements into complete and detailed system design specifications. Once the design is approved, the Development Team begins the Development Phase.

2.4.2.3.1 Design Phase – Task Requirements:

1. The TO Contractor shall perform design activities of the system using the SHA SDLC MS Word Templates with guidance and input from the SHA business area and OIT to produce the deliverables as described below.
2. The TO Contractor shall utilize an iterative approach to prototyping the system. The system prototype shall be used to update and refine the system design document; therefore, the system prototype and the system design document will be worked on simultaneously and iteratively. Additionally, where feasible, code developed during prototyping should be utilized in the development phase.
3. The TO Contractor shall transform all requirements into detail design specifications for the system.
4. The TO Contractor shall conduct multiple design sessions to complete the system design.
5. The TO Contractor shall start the development of the System Administration & Maintenance Manual in this phase.
6. The TO Contractor shall deliver a SDD that specifies the construction details of the system, each system component's interaction with other components and external systems, and the interface that allows end users to operate the system and its functions.

2.4.2.3.2 Design Phase - Deliverables Description:

As part of the phase, TO Contractor shall provide the following deliverables:

- **System Design Document** – The System Design Document specifies the construction details of the system, each system component's interaction with other components and external systems, and the interface that allows end users to operate the system and its functions.
- **System Prototype** – The System Prototype and its components will be developed iteratively using prototyping in a tool and/or development language specified in SHA's approved development architecture standards as defined in Attachment 13. The benefits of prototyping include:
 - Enable stakeholder involvement in system design
 - Keep the project focused on business needs
 - Demonstrate evolving design concepts
 - Facilitate effective communication between stakeholders and the vendor team
 - Obtain stakeholder buy-in
 - Identify functional and technical issues early
 - Validate that the design solution being developed provides the best overall fit and satisfies functional and non-functional requirements
 - Demonstrates a common understanding of the solution achieved through negotiation with stakeholders
 - Reduce uncertainty and risks associated with implementation
 - Usable code for the Development Phase
- **Implementation Plan** – The Implementation Plan describes how the information system will be deployed as an operational system.
- **Training Plan** – The Training Plan outlines training needs for end users on the new or enhanced information system.

2.4.2.4 SDLC Phase – Development

The Development Phase features full system construction. Tasks throughout the Development Phase ensure that the product functions as required.

Objectives:

1. Building the complete system using SHA's approved development architecture standards as defined in Attachment 13.
2. Testing and integrating the units into larger components.
3. Preparing the technical environment for the system.
4. Approval to progress to the Test Phase.

Goal - the purpose of the Development Phase is to convert the system design prototyped in the Design Phase into a working information system that addresses all documented system requirements. At the end of this phase, the working system shall enter the Test Phase.

2.4.2.4.1 Development Phase – Task Requirements:

1. The TO Contractor shall develop the solution with guidance and input from OIT using SHA's approved development architecture standards as defined in Attachment 13.
2. The TO Contractor shall provide a development environment for its development for the duration of the contract.
3. The TO Contractor shall provide version control for its development.
4. The TO Contractor shall provide a testing environment, for the duration of the contract, to test the integration of the different units develop and ensure the larger components work together.
5. The TO Contractor shall be responsible for unit testing and bug correction at the unit and subsystem level.
6. The TO Contractor shall document all testing activities and test results.
7. The TO Contractor shall start performing test analysis and document the results in a Test Analysis Report. As part of its development, the TO Contractor shall perform unit testing and bug correction of each unit or component of system or subsystem developed.
8. The TO Contractor shall update the User Manuals to reflect changes in the MMS system.

2.4.2.4.2 Development Phase - Deliverables Description:

As part of the phase, TO Contractor shall provide the following deliverables:

- **System (Application) Software** – File or set of files that contain the application or software code, both compiled and un-compiled, on discs or other media.
- **Unit Testing and Bug Correction** -Unit testing involves taking the smallest piece of testable software in the application and isolating it from the remainder of the code to determine whether it behaves exactly as expected. The bugs encountered during unit testing shall be corrected and the unit retested until it is bug free.
- **Test Data** – contains dummy data used for testing; the data is not sensitive or live.
- **Systems Administration & Maintenance Manual** – The Systems Administration and Maintenance Manual describes how the application shall be maintained from the front-end system administrator perspective as well as the backend software code maintenance.
- **User Manual** – The User Manual describes to end users how to make full use of the information system, including system functions and capabilities, contingencies and alternate modes of operation, and step-by-step procedures for system access and use.

2.4.2.5 2.5.2.5 SDLC Phase – Test

The Test Phase focuses on an empirical investigation in which the results describe the quality of the system: testing cannot confirm a system functions properly under all conditions but can establish that it fails under specific conditions. A well-known maxim in software development is the earlier a defect is

found in the development process the less expensive the fix to the code. Testing early in the system life cycle reduces risks such as schedule delays or cost overruns due to incomplete or unacceptable components. In the Test Phase, testing of the system proves that the system meets all requirements, including those for performance and security. The in-depth security testing of this phase identifies any parts of the system that will not satisfy accreditation criteria. Finally, acceptance testing confirms the developed system satisfies the end users who identified the business need and the requirements.

Objectives:

1. Proof through system, security, and user acceptance tests that the system meets all requirements, functions according to design parameters, and satisfies all business, technical, and management stakeholders.
2. Assurance that the system functions as described in the User Manual.
3. Conversion of data from a legacy system and integration of data with system interfaces.
4. Approval to progress to the Implementation Phase.

Goal - The purpose of the Test Phase is to guarantee that the system successfully built and tested in the Development Phase meets all requirements and design parameters. After being tested and accepted, the system moves to the Implementation Phase.

2.4.2.5.1 Test Phase – Task Requirements:

1. The TO Contractor shall perform conversion testing of scripts to convert data from a legacy system.
2. The TO Contractor shall perform integration of data with system interfaces.
3. The TO Contractor shall perform system testing of the release prior to providing to SHA for user acceptance testing.
4. The TO Contractor shall perform regression testing of all bug fixes to ensure that new fixes does not break existing functionality.
5. The TO Contractor shall provide performance testing of the system to ensure 3,000 users can access the system simultaneously.
6. The TO Contractor shall document all testing activities and test results.
7. The TO Contractor shall provide support during User Acceptance Testing, which is to be conducted by SHA staff.

2.4.2.5.2 Test Phase - Deliverables Description:

As part of the phase, TO Contractor shall provide the following deliverables:

- **Test Analysis Report** – The Test Analysis Report presents a description of the unit tests and user acceptance tests with the results mapped to the system requirements; also identifies system capabilities and deficiencies. Includes sign-off for system readiness and notice of implementation.
- **UAT Based Bug Fixes** – The bugs encountered during UAT shall be corrected and the test cases retested until they are bug free.
- **Release Notes** – The Release Notes provides summary information regarding the current release of the system being built; typically includes major new features and changes and identifies known problems and workarounds.

2.4.2.6 SDLC Phase - Implementation

The Implementation Phase has one key activity: installing the new system in its target environment. Supporting actions include training end-users and preparing to turn the system over to maintenance personnel.

Objectives:

1. Training of the end users and system administrators.
2. System implementation to be performed by SHA personnel.
3. Post-Implementation Support for sixty (60) calendar days after implementation.

Goal - the purpose of the Implementation Phase is to deploy and enable operations of the new information system in the SHA's production environment.

2.4.2.6.1 Implementation Phase – Task Requirements:

1. The TO Contractor shall provide end users and system administrators training within twenty (20) calendar days of system implementation.
2. The TO Contractor shall provide all system implementation services and support to implement solution at SHA.
3. The TO Contractor shall ensure all data conversions and system integrations have been fully developed and tested prior to deployment and installation.
4. The TO Contractor shall provide sixty (60) calendar days of post implementation support which shall include but is not limited to correcting defects, monitoring system performance, and/or application administrative assistance.
5. The TO Contractor shall not implement system until there are no critical defects and no high impact defects remaining without an acceptable business workaround.

2.4.2.6.2 Implementation Phase - Deliverables Description:

As part of the phase, TO Contractor shall provide the following deliverables:

- **End User and System Administration Training Materials** – The Training Materials consists of materials such as PowerPoint, Training Material, Training Data, and others used to deliver training based on the training plan to the end users and system administrators.
- **System Software (Production)** – The System Software (Production) consists of the complete system and includes all code – modules, components, and libraries, that is kept in the production version of the data repository and successfully implemented in the SHA's production environment. The complete system is to be accompanied by detailed instructions on how SHA personnel can deploy the system in the SHA environment.

2.5 WORK ORDER ASSIGNMENTS

As determined by SHA, the TO Contractor shall be issued a work order assignment identifying the purpose and requirements of the software development effort to be completed based on the MMS Modules defined in Section 2.4. This could include the Planning, Requirements Analysis, Design, Development, Testing, and Implementation of up to two MMS Modules within each release. When this need occurs, SHA will issue a work order for the individual project assignment outlining the details of the assignment as known at that time. The TO Contractor shall submit a staffing plan including resumes for any new personnel, estimate proposed costs, and time to complete the assignment. When the initial TO Contractor estimates are approved by the TO Manager, the TO Contractor shall attend a minimum of one (1) review session to collect the pertinent requirements associated with the assignment and provide an updated work order estimate if required. See Section 2.6 below for the actual Work Order Process.

2.6 WORK ORDER PROCESS

- A) Additional services will be provided via a Work Order process. A Work Order may be issued for either fixed price or time and materials (T&M) pricing. T&M Work Orders will be issued in accordance with pre-approved Labor Categories with the fully loaded rates proposed in Attachment 1B.
- B) The TO Manager shall e-mail a Work Order Request (See Attachment 14) to the TO Contractor to provide services that are within the scope of this TORFP. The Work Order Request will include:

- 1) Technical requirements and description of the service or resources needed.
 - 2) Performance objectives and/or deliverables, as applicable.
 - 3) Due date and time for submitting a response to the request.
 - 4) Required place(s) where work shall be performed.
- C) The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
- 1) A response that details the TO Contractor's understanding of the work;
 - 2) A price to complete the Work Order Request using the format provided in Attachment 14.
 - 3) A description of proposed resources required to perform the requested tasks, with CATS+ labor categories listed in accordance with Attachment 1B.
 - 4) An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks.
 - 5) State-furnished information, work site, and/or access to equipment, facilities, or personnel.
 - 6) The proposed personnel resources, including any subcontractor personnel, to complete the task.
- D) For a T&M Work Order, the TO Manager will review the response and will confirm the proposed labor rates are consistent with this TORFP. For a fixed price Work Order, the TO Manager will review the response and will confirm the proposed prices are acceptable.
- E) The TO Manager will contact the TO Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the TO Procurement Officer for approval. The TO Procurement Officer could issue a change order to the TORFP if appropriate.
- F) Proposed personnel on any type of Work Order shall be approved by the TO Manager. The TO Contractor shall furnish resumes of proposed personnel specifying their intended labor category from the CATS+ Labor Categories proposed in the TO Proposal. The TO Manager shall have the option to interview the proposed personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the personnel.
- G) The TO Manager will issue the Notice to Proceed (NTP) after the Work Order is approved and/or any interviews are completed.

2.7 DELIVERABLES AND ACCEPTANCE CRITERIA

2.7.1 DELIVERABLE SUBMISSION PROCESS

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with the versions of Microsoft Office, Microsoft Project and/or Visio currently in use at SHA.

Drafts of all final deliverables are required at least two weeks in advance of when all final deliverables are due. Written deliverables defined as draft documents shall 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 shall:

- 1) Be presented in a format appropriate for the subject matter and depth of discussion.
- 2) Be organized in a manner that presents a logical flow of the deliverable's content.
- 3) Represent factual information reasonably expected to have been known at the time of submittal.
- 4) Present information that is relevant to the Section of the deliverable being discussed.
- 5) Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (Attachment 8). The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

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 an Agency Acceptance of Deliverable Form (Attachment 9). 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 shall 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 (Reference Section 2.14 Invoicing).

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

- 1) Be presented in a format appropriate for the subject matter and depth of discussion.
- 2) Be organized in a manner that presents a logical flow of the deliverable's content.
- 3) Represent factual information reasonably expected to have been known at the time of submittal.
- 4) Present information that is relevant to the Section of the deliverable being discussed.
- 5) Be complete and address all State comments provided on the final draft deliverable.

The State required deliverables are defined below. Within each task, the TO Contractor may suggest other subtasks or deliverables to improve the quality and success of the project.

At a minimum, the work to be accomplished by the TO Contractor personnel under this TORFP shall consist of the following **final** deliverables:

2.7.2 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

ID #	Deliverable (Descriptions - See Section 2.4)	Acceptance Criteria	Expected Due Date/Frequency
2.7.2.1	Kickoff Meeting Materials – Release 1, Module 1 v2	MS Word and other related documents that documents: <ul style="list-style-type: none"> • Meeting attendees or sign-in sheet • High level elements of the project including goals, milestones, and project planning activities • Roles and contributions of the stakeholders • High level project risks • Overview of project processes • General summary of the discussion • Next steps and/or action item outcomes • Meeting minutes (after the meeting) 	Within 10 calendar days of NTP

ID #	Deliverable (Descriptions - See Section 2.4)	Acceptance Criteria	Expected Due Date/Frequency
2.7.2.2	Monthly Status Reports – Release 1 All Modules	<p>MS Word document or MS Excel spreadsheet containing the following:</p> <ul style="list-style-type: none"> • Tasks and status (completed, in-progress, on-hold, pending), and issues identified in relation to the current months progress towards the completion of the deliverables defined in section 2.4.1 • Proposed activities for the upcoming month • A list of all submitted invoices including the invoice number, date submitted, amount, and status (payment received or payment pending) • Also include total payment received, total payment pending, and amount remaining to be invoiced 	15 th of Each Month by close of business
2.7.2.3	Work Breakdown Structure – Release 1, All Modules	<p>MS Project document that contains the following:</p> <ul style="list-style-type: none"> • Chronology of tasks without assigning specific time frames or start / completion dates including tasks to be performed by the TO Contractor, State, and third parties as appropriate for the deliverables defined in section 2.4.1 <p>Shall be an input to the Gantt Based Project Schedule.</p>	NTP + 20 calendar days
2.7.2.4	Gantt Based Project Schedule - Release 1, All Modules	<p>MS Project document that contains the following:</p> <ul style="list-style-type: none"> • Tasks and dependencies with resource assignments by role (including TO Contractor, State, and third parties), and estimated time frames (start and finish dates) for completing the requirements and deliverables as specified in section 2.4.2 <p>The project schedule shall be capable of being used to accurately monitor project progress, effectively manage resources, and be a tool for forecasting future decisions.</p>	NTP + 25 calendar days
2.7.2.5	Communication Management Plan – Release 1, Module 1 v2	<p>Use the SHA SDLC MS Word Template for the Communication Management Plan. The document shall include the following:</p> <ul style="list-style-type: none"> • System overview • Communications media (distribution methods and tools for communications) • Content requirements, responsibility, and frequency for progress reporting • Project team participants and meeting requirements • Issue log tracking and updates • Project deliverable communication methods with stakeholders <p>Any/all variances of the SHA SDLC templates shall be approved in advance by the State project manager.</p>	NTP + 30 calendar days

ID #	Deliverable (Descriptions - See Section 2.4)	Acceptance Criteria	Expected Due Date/Frequency
2.7.2.6	Functional Requirements Document (FRD) - Release 1, Module 1 v2	<p>Use the existing MMS FRD MS Word document (Attachment 17). The updated document shall include the following:</p> <ul style="list-style-type: none"> • Requirement updates (functional process, data, system interface, non-functional, and/ or operational requirements) • Updates to the RTM <p>The updates to the FRD shall adhere to the following quality criteria:</p> <ul style="list-style-type: none"> • Unambiguity (Does each requirement permit only a single interpretation?) • Completeness (Have all necessary functions been taken into account?) • Checkability (Is it possible to check that the requirements are met?) • Consistency (Are the requirements conflicting?) • Intelligibility (Is the requirement intelligible to all stakeholders?) • Origin (Is the origin/justification of the requirement clearly described?) • Flexibility and correlations (Is it possible to change the requirement without affecting other requirements?) • Traceability (Can each requirement be unambiguously identified?) • Suitability (Do the defined system functions correspond to the wishes and needs of the user?) <p>Any/all variances of the SHA SDLC templates shall be approved in advance by the State project manager.</p>	NTP + 90 calendar days
2.7.2.7	Test Master Plan (TMP) - Release 1, Module 1 v2	<p>The complete TMP shall answer the 'why' and 'how' of requirements validation. Use the existing MMS TMP MS Word document. The updated document shall include the following:</p> <ul style="list-style-type: none"> • Updates to test cases • Updates to the test plan including the scope, content, methodology, sequence, management of, and responsibilities for test activities <p>Test cases shall be written clearly enabling testers to execute the test procedures and Test cases shall trace to specific requirements.</p> <p>Any/all variances of the SHA SDLC templates shall be approved in advance by the State project manager.</p>	NTP + 90 calendar days

ID #	Deliverable (Descriptions - See Section 2.4)	Acceptance Criteria	Expected Due Date/Frequency
2.7.2.8	System Design Document - Release 1, Module 1 v2	<p>Use the SHA SDLC MS Word Template for the System Design Document. The document shall include the following:</p> <ul style="list-style-type: none"> • Introduction including subsections • System Architecture including subsections • File and Database Design including subsections • Human Machine Interface including subsections • Detailed Design including subsections • External Interfaces including subsections • System Integrity Controls <p>Design elements shall trace to specific requirements and enable full system development for the specified Release and Module.</p> <p>Any/all variances of the SHA SDLC templates shall be approved in advance by the State project manager.</p>	NTP + 150 calendar days
2.7.2.9	System Prototype - Release 1, Module 1 v2	<p>Use the SHA SDLC MS Word Template for Prototype Specifications. and the document shall include the following:</p> <ul style="list-style-type: none"> • Background and scope • Roles and responsibilities • The defined prototype process • Prototype elements • Prototype traceability • Prototype test results <p>The prototype itself shall represent the functional requirements for the release and module; therefore, prototype elements shall trace to requirements and design elements. The prototype shall produce usable code for the development phase.</p> <p>Any/all variances of the SHA SDLC templates shall be approved in advance by the State project manager.</p>	NTP + 150 calendar days
2.7.2.10	Implementation Plan - Release 1, Module 1 v2	<p>Use the SHA SDLC MS Word Template for the Implementation Plan Document. The document shall include the following:</p> <ul style="list-style-type: none"> • Introduction including subsections • Management overview with subsections • Implementation support with subsections <p>The Implementation Plan shall describe how the information system will be deployed, installed and transitioned into an operational system</p> <p>Any/all variances of the SHA SDLC templates shall be approved in advance by the State project manager.</p>	NTP + 150 calendar days

ID #	Deliverable (Descriptions - See Section 2.4)	Acceptance Criteria	Expected Due Date/Frequency
2.7.2.11	Training Plan - Release 1, Module 1 v2	<p>Use the SHA SDLC MS Word Template for the Training Plan Document. The document shall include the following:</p> <ul style="list-style-type: none"> • Introduction including subsections • Requirements traceability • Instructional analysis with subsections • Instructional methods with subsections • Training resources with subsections • Training curriculum <p>The plan shall define the activities needed to support the development of training materials, coordination of training schedules, reservation of personnel and facilities, planning for training needs, and other training-related tasks.</p> <p>Any/all variances of the SHA SDLC templates shall be approved in advance by the State project manager.</p>	NTP + 150 calendar days
2.7.2.12	System (Application) Software - Release 1, Module 1 v2	<p>The system application software shall be a working information system that addresses all documented system requirements. The system application software shall meet the requirements in the FRD and SDD, adhere to the SHA Architectural Standards as defined in Attachment 13, and include the following:</p> <ul style="list-style-type: none"> • Meet all requirements in the Functional Requirements Document (FRD) - Release 1, Module 1 v2 deliverable 2.7.2.6 above • File or set of files that contain the application or software code, both compiled un-compiled, on discs or other media • Build instructions <p>Any/all variances of the SHA SDLC templates shall be approved in advance by the State project manager.</p>	NTP + 210 calendar days
2.7.2.13	Test Data - Release 1, Module 1 v2	<p>The test data shall contain dummy data used for testing; the data is not sensitive or live. The data shall be relevant to the requirements specified in the FRD. The test data shall be capable of validating the test case scenario defined in the TMP. The test data shall be capable of being used for Unit Testing and User Acceptance Testing.</p>	NTP + 210 calendar days

ID #	Deliverable (Descriptions - See Section 2.4)	Acceptance Criteria	Expected Due Date/Frequency
2.7.2.14	Unit Testing and Bug Correction - Release 1, Module 1 v2	<p>Use the SHA SDLC MS Word Template for the Test Analysis Report Document. The document shall include the following:</p> <ul style="list-style-type: none"> • Test analysis with subsections • Software and hardware requirements findings with subsections • Summary and conclusions, with subsections • No critical defects and no high impact defects without acceptable business workaround • Sign-off on 4.3, Test Analysis Approval Determination / Implementation Notice Form, by all parties <p>Sign-off on the Test Analysis Approval Determination / Implementation Notice signifies that all testing (Contractor based Unit Testing and State based User Acceptance Testing) and bug correction has been adequately addressed prior to implementation</p> <p>Any/all variances of the SHA SDLC templates shall be approved in advance by the State project manager.</p>	NTP + 210 calendar days
2.7.2.15	System Administration & Maintenance Manual - Release 1, Module 1 v2	<p>Use the SHA SDLC MS Word Template for the System Administration and Maintenance Manual Document. The document shall include the following:</p> <ul style="list-style-type: none"> • System administration with subsections • Maintenance functions – programmers with subsections <p>The Systems Administration and Maintenance Manual shall include procedures on how the application will be maintained from the front-end system administrator perspective as well as the backend software code maintenance.</p> <p>Any/all variances of the SHA SDLC templates shall be approved in advance by the State project manager.</p>	NTP + 210 calendar days
2.7.2.16	Updated User Manual - Release 1, Module 1 v2	<p>User Manual, in MS Word, shall meet the following criteria:</p> <ul style="list-style-type: none"> • Describe to the end users how to make full use of the information system, including system functions and capabilities, contingencies and alternate modes of operation, and step-by-step procedures for system access and use • Use the existing MS Word MMS User Manual and modify the content to include the functional requirements specific to this release and module • Be free of spelling, grammatical, and punctuation errors • Be written in a clear, organized manner enabling users with little to no knowledge of the system, business processes and/or requirements to be guided in effectively and efficiently utilizing the functions of the system <p>Any/all variances of the SHA SDLC templates shall be approved in advance by the State project manager.</p>	NTP + 210 calendar days

ID #	Deliverable (Descriptions - See Section 2.4)	Acceptance Criteria	Expected Due Date/Frequency
2.7.2.17	Test Analysis Report - Release 1, Module 1 v2	<p>Use the SHA SDLC MS Word Template for the Test Analysis Report Document. The document shall include the following:</p> <ul style="list-style-type: none"> • Scope • Test analysis and subsections • Software and hardware requirements findings with subsections • Summary and Conclusions, with subsections • No critical defects and no high impact defects without acceptable business workaround • Sign-off on 4.3, Test Analysis Approval Determination / Implementation Notice Form, by all parties <p>The Test Analysis Report shall document software testing, unit, integration, conversion, and UAT. The test results shall be captured for analysis. The Test Analysis Report provides a means of assessing software progression to the next stage of development or testing. Additional defects are recorded and tracked in the Test Analysis Report as required in the remaining phases. The Test Analysis Report provides a basis for assigning responsibility for deficiency correction and follow up, and for preparation of a statement of project completion.</p> <p>Sign-off on the Test Analysis Approval Determination / Implementation Notice signifies that all testing (Contractor based Unit Testing and State based User Acceptance Testing) and bug correction has been adequately addressed prior to implementation</p> <p>Any/all variances of the SHA SDLC templates shall be approved in advance by the State project manager.</p>	NTP + 270 calendar days
2.7.2.18	UAT Based Bug Fixes - Release 1, Module 1 v2	<p>UAT based bug fixes shall be addressed under Section 3 of the SHA SDLC MS Word Template for the Test Analysis Report Document. No critical defects and no high impact defects without acceptable business workaround. It shall include sign-off on 4.3, Test Analysis Approval Determination / Implementation Notice Form, by all parties.</p> <p>Sign-off on the Test Analysis Approval Determination / Implementation Notice signifies that all testing (Contractor based Unit Testing and State based User Acceptance Testing) and bug correction has been adequately addressed prior to implementation.</p> <p>Any/all variances of the SHA SDLC templates shall be approved in advance by the State project manager.</p>	NTP + 270 calendar days

ID #	Deliverable (Descriptions - See Section 2.4)	Acceptance Criteria	Expected Due Date/Frequency
2.7.2.19	Release Notes - Release 1, Module 1 v2	<p>Use the SHA SDLC MS Word Template for the Release Notes Document. The document shall include the following:</p> <ul style="list-style-type: none"> • General with subsections • System requirements with subsections • Features and changes, with subsections • Issues and workarounds • Deployment instructions • Reference documents <p>Release notes shall communicate the software features included in the specific deployment as well as the requirements for the operating environment. The release notes shall include a release identifier, system requirements, features and changes that have been added since the last release, known issues and workarounds, deployment instructions, and references.</p> <p>Any/all variances of the SHA SDLC templates shall be approved in advance by the State project manager.</p>	NTP + 270 calendar days
2.7.2.20	End User and System Administration Training - Release 1, Module 1 v2	Using the training plan, the end users and system administrators shall receive training within twenty (20) calendar days of system implementation. A sign-in sheet for each training session shall be provided to verify that the training has taken place.	NTP + 290 calendar days
2.7.2.21	System Software (Production) – Release 1, Module 1 v2	<p>System Software (Production) shall consist of the complete system and includes all code – modules, components, and libraries – kept in the production version of the data repository.</p> <p>No critical defects and no high impact defects shall remain without an acceptable business workaround.</p> <p>Sign-off on the Test Analysis Approval Determination / Implementation Notice signifies that all testing (Contractor based Unit Testing and State based User Acceptance Testing) and bug correction has been adequately addressed prior to implementation.</p>	NTP + 300 calendar days
2.7.2.22	Post Implementation Support - Release 1, Module 1 v2	Sixty (60) calendar days of post implementation support shall be provided, which may include but is not limited to correcting defects, monitoring system performance, and/or application administrative assistance.	NTP + 360 calendar days
2.7.2.23	Kickoff Meeting – Release 1, Module 2	<p>MS Word document containing meeting minutes that document:</p> <ul style="list-style-type: none"> • Meeting attendees or sign-in sheet • High level elements of the project including goals, milestones, and project planning activities • Roles and contributions of the stakeholders • High level project risks • Overview of project processes • General summary of the discussion • Next steps and/or action item outcomes 	NTP + 320 calendar days

ID #	Deliverable (Descriptions - See Section 2.4)	Acceptance Criteria	Expected Due Date/Frequency
2.7.2.24	Communication Management Plan – Release 1, Module 2	<p>Use the SHA SDLC MS Word Template for the Communication Management Plan. The updated document shall include the following:</p> <ul style="list-style-type: none"> • System overview • Communications media (distribution methods and tools for communications) • Content requirements, responsibility, and frequency for progress reporting • TO Contractor Project Team participants and meeting requirements • Issue log tracking and updates • Project deliverable communication methods with stakeholders <p>Any/all variances of the SHA SDLC templates shall be approved in advance by the State project manager.</p>	NTP + 330 calendar days
2.7.2.25	Functional Requirements Document (FRD) - Release 1, Module 2	<p>Use the existing MMS FRD MS Word document (Attachment 19 for Module 2). The updated document shall include the following:</p> <ul style="list-style-type: none"> • Requirement updates (functional process, data, system interface, non-functional, and/ or operational requirements) • Updates to the RTM <p>The updates to the FRD shall adhere to the following quality criteria:</p> <ul style="list-style-type: none"> • Unambiguity (Does each requirement permit only a single interpretation?) • Completeness (Have all necessary functions been taken into account?) • Checkability (Is it possible to check that the requirements are met?) • Consistency (Are the requirements conflicting?) • Intelligibility (Is the requirement intelligible to all stakeholders?) • Origin (Is the origin/justification of the requirement clearly described?) • Flexibility and correlations (Is it possible to change the requirement without affecting other requirements?) • Traceability (Can each requirement be unambiguously identified?) • Suitability (Do the defined system functions correspond to the wishes and needs of the user?) <p>Any/all variances of the SHA SDLC templates shall be approved in advance by the State project manager.</p>	NTP + 390 calendar days

ID #	Deliverable (Descriptions - See Section 2.4)	Acceptance Criteria	Expected Due Date/Frequency
2.7.2.26	Test Master Plan (TMP) - Release 1, Module 2	<p>The completed TMP shall answer the 'why' and 'how' of requirements validation. Use the existing MMS TMP MS Word document. The updated document shall include the following:</p> <ul style="list-style-type: none"> • Updates to test cases • Updates to the test plan including the scope, content, methodology, sequence, management of, and responsibilities for test activities <p>Test cases shall be written clearly enabling testers to execute the test procedures Test cases shall trace to specific requirements</p> <p>Any/all variances of the SHA SDLC templates shall be approved in advance by the State project manager.</p>	NTP + 390 calendar days
2.7.2.27	System Design Document - Release 1, Module 2	<p>Use the SHA SDLC MS Word Template for the System Design Document. The document shall include the following:</p> <ul style="list-style-type: none"> • Introduction including subsections • System Architecture including subsections • File and Database Design including subsections • Human Machine Interface including subsections • Detailed Design including subsections • External Interfaces including subsections • System Integrity Controls <p>Design elements shall trace to specific requirements Design elements shall enable full system development for the specified Release and Module</p> <p>Any/all variances of the SHA SDLC templates shall be approved in advance by the State project manager.</p>	NTP + 435 calendar days
2.7.2.28	System Prototype - Release 1, Module 2	<p>Use the SHA SDLC MS Word Template for Prototype Specifications. The document shall include the following:</p> <ul style="list-style-type: none"> • Background and scope • Roles and responsibilities • The defined prototype process • Prototype elements • Prototype traceability • Prototype test results <p>The prototype itself shall represent the functional requirements for the release and module; therefore, prototype elements shall trace to requirements and design elements. The prototype shall produce usable code for the development phase.</p> <p>Any/all variances of the SHA SDLC templates shall be approved in advance by the State project manager.</p>	NTP + 435 calendar days

ID #	Deliverable (Descriptions - See Section 2.4)	Acceptance Criteria	Expected Due Date/Frequency
2.7.2.29	Implementation Plan - Release 1, Module 2	<p>Use the SHA SDLC MS Word Template for the Implementation Plan Document. The document shall include the following:</p> <ul style="list-style-type: none"> • Introduction including subsections • Management overview with subsections • Implementation support with subsections <p>The Implementation Plan shall describe how the information system will be deployed, installed and transitioned into an operational system</p> <p>Any/all variances of the SHA SDLC templates shall be approved in advance by the State project manager.</p>	NTP + 435 calendar days
2.7.2.30	Training Plan - Release 1, Module 2	<p>Use the SHA SDLC MS Word Template for the Training Plan Document. The document shall include the following:</p> <ul style="list-style-type: none"> • Introduction including subsections • Requirements traceability • Instructional analysis with subsections • Instructional methods with subsections • Training resources with subsections • Training curriculum <p>The plan shall define the activities needed to support the development of training materials, coordination of training schedules, reservation of personnel and facilities, planning for training needs, and other training-related tasks</p> <p>Any/all variances of the SHA SDLC templates shall be approved in advance by the State project manager.</p>	NTP + 435 calendar days
2.7.2.31	System (Application) Software - Release 1, Module 2	<p>The System Application Software shall be a working information system that addresses all documented system requirements. The system application software shall meet the requirements in the FRD and SDD, adhere to the SHA Architectural Standards as defined in Attachment 13, and include the following:</p> <ul style="list-style-type: none"> • Meet all requirements in the Functional Requirements Document (FRD) - Release 1, Module 2 deliverable 2.7.2.25 above. • File or set of files that contain the application or software code, both compiled un-compiled, on discs or other media • Build instructions <p>Any/all variances of the SHA SDLC templates shall be approved in advance by the State project manager.</p>	NTP + 480 calendar days
2.7.2.32	Test Data - Release 1, Module 2	<p>The test data shall contain dummy data used for testing; the data is not sensitive or live. The data shall be relevant to the requirements specified in the FRD. The test data shall be capable of validating the test case scenario defined in the TMP. The test data shall be capable of being used for Unit Testing and User Acceptance Testing.</p>	NTP + 480 calendar days

ID #	Deliverable (Descriptions - See Section 2.4)	Acceptance Criteria	Expected Due Date/Frequency
2.7.2.33	Unit Testing and Bug Correction - Release 1, Module 2	<p>Use the SHA SDLC MS Word Template for the Test Analysis Report Document. The document shall include the following:</p> <ul style="list-style-type: none"> • Test analysis with subsections • Software and hardware requirements findings with subsections • Summary and conclusions, with subsections • No critical defects and no high impact defects without acceptable business workaround • Sign-off on 4.3, Test Analysis Approval Determination / Implementation Notice Form, by all parties <p>Sign-off on the Test Analysis Approval Determination / Implementation Notice signifies that all testing (Contractor based Unit Testing and State based User Acceptance Testing) and bug correction has been adequately addressed prior to implementation</p> <p>Any/all variances of the SHA SDLC templates shall be approved in advance by the State project manager.</p>	NTP + 480 calendar days
2.7.2.34	Updated System Administration Manual - Release 1, Module 2	<p>Use the SHA SDLC MS Word Template for the System Administration and Maintenance Manual Document. The document shall include the following:</p> <ul style="list-style-type: none"> • System administration with subsections • Maintenance functions – programmers with subsections <p>The Systems Administration and Maintenance Manual shall include procedures on how the application will be maintained from the front-end system administrator perspective as well as the backend software code maintenance.</p> <p>Any/all variances of the SHA SDLC templates shall be approved in advance by the State project manager.</p>	NTP + 480 calendar days
2.7.2.35	User Manual - Release 1, Module 2	<p>The updated user manual shall meet the following criteria:</p> <ul style="list-style-type: none"> • Describe to the end users how to make full use of the information system, including system functions and capabilities, contingencies and alternate modes of operation, and step-by-step procedures for system access and use • Use the existing MS Word MMS User Manual and modify the content to include the functional requirements specific to this release and module • Be free of spelling, grammatical, and punctuation errors • Be written in a clear, organized manner enabling users with little to no knowledge of the system, business processes and/or requirements to be guided in effectively and efficiently utilizing the functions of the system <p>Any/all variances of the SHA SDLC templates shall be approved in advance by the State project manager.</p>	NTP + 480 calendar days

ID #	Deliverable (Descriptions - See Section 2.4)	Acceptance Criteria	Expected Due Date/Frequency
2.7.2.36	Test Analysis Report - Release 1, Module 2	<p>Use the SHA SDLC MS Word Template for the Test Analysis Report Document. The document shall include the following:</p> <ul style="list-style-type: none"> • Scope • Test analysis and subsections • Software and hardware requirements findings with subsections • Summary and Conclusions, with subsections • No critical defects and no high impact defects without acceptable business workaround • Sign-off on 4.3, Test Analysis Approval Determination / Implementation Notice Form, by all parties <p>The Test Analysis Report shall document software testing, unit, integration, conversion, and UAT. The test results shall be captured for analysis. The Test Analysis Report provides a means of assessing software progression to the next stage of development or testing. Additional defects are recorded and tracked in the Test Analysis Report as required in the remaining phases. The Test Analysis Report provides a basis for assigning responsibility for deficiency correction and follow up, and for preparation of a statement of project completion.</p> <p>Sign-off on the Test Analysis Approval Determination / Implementation Notice signifies that all testing (Contractor based Unit Testing and State based User Acceptance Testing) and bug correction has been adequately addressed prior to implementation</p> <p>Any/all variances of the SHA SDLC templates shall be approved in advance by the State project manager.</p>	NTP + 525 calendar days
2.7.2.37	UAT Based Bug Fixes - Release 1, Module 2	<p>UAT based bug fixes shall be addressed under Section 3 of the SHA SDLC MS Word Template for the Test Analysis Report Document. No critical defects and no high impact defects without acceptable business workaround. It shall include sign-off on 4.3, Test Analysis Approval Determination / Implementation Notice Form, by all parties.</p> <p>Sign-off on the Test Analysis Approval Determination / Implementation Notice signifies that all testing (Contractor based Unit Testing and State based User Acceptance Testing) and bug correction has been adequately addressed prior to implementation.</p> <p>Any/all variances of the SHA SDLC templates shall be approved in advance by the State project manager.</p>	NTP + 525 calendar days

ID #	Deliverable (Descriptions - See Section 2.4)	Acceptance Criteria	Expected Due Date/Frequency
2.7.2.38	Release Notes - Release 1, Module 2	<p>Use the SHA SDLC MS Word Template for the Release Notes Document. The document shall include the following:</p> <ul style="list-style-type: none"> • General with subsections • System requirements with subsections • Features and changes, with subsections • Issues and workarounds • Deployment instructions • Reference documents <p>Release notes shall communicate the software features included in the specific deployment as well as the requirements for the operating environment. The release notes shall include a release identifier, system requirements, features and changes that have been added since the last release, known issues and workarounds, deployment instructions, and references.</p> <p>Any/all variances of the SHA SDLC templates shall be approved in advance by the State project manager.</p>	NTP + 525 calendar days
2.7.2.39	End User and System Administration Training - Release 1, Module 2	Using the training plan, the end users and system administrators shall receive training within twenty (20) calendar days of system implementation. A sign-in sheet for each training session shall be provided to verify that the training has taken place.	NTP + 530 calendar days
2.7.2.40	System Software (Production) – Release 1, Module 2	<p>System Software (Production) shall consist of the complete system and includes all code – modules, components, and libraries – kept in the production version of the data repository.</p> <p>No critical defects and no high impact defects should remain without an acceptable business workaround.</p> <p>Sign-off on the Test Analysis Approval Determination / Implementation Notice signifies that all testing (Contractor based Unit Testing and State based User Acceptance Testing) and bug correction has been adequately addressed prior to implementation.</p>	NTP + 540 calendar days
2.7.2.41	Post Implementation Support - Release 1, Module 2	Sixty (60) calendar days of post implementation support shall be provided, which may include but is not limited to correcting defects, monitoring system performance, and/or application administrative assistance.	NTP + 600 calendar days

2.8 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. 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:

- 1) The State Information Technology Security Policy and Standards
- 2) The State Information Technology Project Oversight

- 3) The State of Maryland Enterprise Architecture
- 4) SHA's Computer Architecture Standards for Information Technology (see Attachment 13)
- 5) SHA's SDLC Standards (available upon request at SHA's Reading Room)

2.9 PREMISES AND OPERATIONAL SECURITY

- 1) Prior to commencement of the work, TO Contractor employees and subcontractors to be assigned to perform work under the resulting Contract shall be required to submit background check certification to MDOT from recognized law enforcement agencies, including the FBI. Contractor shall be responsible for ensuring that its employees' and subcontractors' background check certifications are renewed annually, and at the sole expense to the Contractor. MDOT reserves the right to disqualify any TO Contractor employees or subcontractors whose background checks suggest conduct, involvements, and/or associations that MDOT determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this TORFP. MDOT reserves the right to perform additional background checks on TO Contractor and subcontractor employees.
- 2) Further, TO Contractor employees may be subject to random security checks during entry and leaving State secured areas. The State reserves the right to require TO Contractor employees to be accompanied while in secured premises.
- 3) TO Contractor employees shall, while on State premises, display their State issued identification cards without exception.
- 4) TO Contractor shall require its employees to follow the State of Maryland and Maryland Transportation Information Technology Security Policy and Standards throughout the term of the Contract.
- 5) The State reserves the right to request that the Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the resulting Contract.
- 6) Contractor shall remove any employee from working on the resulting Contract where the State of Maryland provides evidence to the Contractor that said employee has not adhered to the security requirements specified herein.
- 7) Resources proposed to perform services for Maryland Aviation Administration shall be capable of qualifying for and obtaining a BWI Airport Security badge to include US Customs Seal and Transportation Identifications. Resources proposed to perform services for MDOT Port Administration (MPA) shall comply with all MPA security requirements.
- 8) The cost of complying with all security requirements specified herein are the sole responsibilities and obligations of the contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

2.10 TO CONTRACTOR MINIMUM QUALIFICATIONS

The TO Contractor shall demonstrate it has at least four (4) years of experience in each of the following:

- 1) Conducting feasibility studies
- 2) Holding joint application development (JAD) sessions
- 3) Producing process flow diagrams
- 4) Creating requirements documents
- 5) Generating and managing complex project schedules
- 6) Developing design documents
- 7) Creating test scripts, test cases, and test plans
- 8) Experience with material management systems, financial management systems, or construction management systems

2.11 TO CONTRACTOR AND PERSONNEL OTHER REQUIREMENTS

The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The Master Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services.

Preferable Qualifications for Proposed Project Management Resources

In addition to the minimum expertise required, it is preferable that the proposed resource(s) performing project management related tasks have a current Project Management Institute (PMI)[®] – Project Management Professional (PMP) certification.

Preferable Qualifications for Proposed Business Analyst Resources

In addition to the minimum expertise required, it is preferable that the proposed resource(s) performing business analysis related tasks have a minimum of one of the following certifications **or an equivalent business analyst certification**:

- 1) International Institute of Business Analysis (IIBA)[®] – Certified Business Analysis Professional [™] (CBAP[®])
- 2) International Institute of Business Analysis (IIBA)[®] - Certification of Competency in Business Analysis [™] (CCBA[®])
- 3) International Institute for Learning, Inc. (IIL) - Business Analysis Certificate Program (BACP)

2.12 SUBSTITUTION OF PERSONNEL

The substitution of personnel shall comply with Section 2.9.6 of the CATS+ Master Contract.

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

- 1) The TO Contractor may not substitute or temporarily reassign any TO Contractor personnel without the prior approval of the TO Manager.
- 2) To replace any personnel, the TO Contractor shall submit resumes of the proposed personnel specifying their intended approved labor category.
- 3) All proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel and shall be approved by the TO Manager.
- 4) The TO Manager shall have the option to interview the proposed substitute personnel.
- 5) After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.

2.13 PERFORMANCE PROBLEM MITIGATION

In the event the Agency is not satisfied with the performance of TO Contractor personnel, the mitigation process is as follows:

- 1) The TO Manager will notify the TO Contractor and MDOT Contract Management Office in writing describing the problem and delineating remediation requirements;
- 2) The TO Contractor shall have three business days to respond with a written Remediation Plan;
- 3) The Remediation Plan shall be implemented immediately upon acceptance by the TO Manager;
- 4) Should performance issues persist, the TO Manager will notify MDOT CMO; and
- 5) MDOT CMO will give written notice to the TO Contractor to request immediate removal, or substitution of the individual whose performance is at issue.
- 6) Should the issue be associated with, but not limited to, Sexual Harassment or Workplace Violence (actual or threat), the TO Manager has the right to ask for immediate removal of the TO Contractor personnel without requiring remediation. If this situation would occur, the resource would be escorted out of the building immediately with no option of returning.

2.14 INVOICING

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract. Payment of invoices shall be withheld if a signed Attachment 9 – Acceptance of Deliverable form, is not submitted for each deliverable included in the Invoice. Therefore, an Attachment 9 shall accompany all invoices submitted for payment to ensure timely processing.

The TO Contractor shall follow the process outlined in Section 2.7.1, Deliverable Submission Process, for each deliverable in each separately priced group of deliverables as described in Attachment 1 – Price Proposal Form. The TO Contractor shall submit invoices for payment upon acceptance from the TO Manager of all deliverables in each separately priced group of deliverables.

2.14.1 INVOICE FORMAT

- 1) A proper invoice shall identify the State Highway Administration as the TO Requesting Agency, the TO Contractor's Federal Tax Identification Number, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- 2) The TO Contractor shall send the original of each invoice and supporting documentation (signed Acceptance of Deliverable form – Attachment 9, for each deliverable being invoiced) submitted for payment to the State Highway Administration at the following e-mail address:
 - i. E-Mail: sha-oit-invoices@sha.state.md.us
 - ii. The Task Order Project Manager's name **shall** be shown on the E-mail Subject Line
- 3) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.15 MBE PARTICIPATION REPORTS

Monthly reporting of MBE participation is required, in accordance with the terms and conditions of the CATS+ 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 SHA at the same time the invoice copy is sent. 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 SHA. SHA will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall e-mail all completed forms, copies of invoices and checks paid to the MBE directly to the TO Procurement Officer and TO Manager.

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SECTION 3 - TOPROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

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

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

3.2 SUBMISSION

The TO Proposal shall be submitted via two e-mails, each not to exceed 8 MB.

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

- Subject line “CATS+ TORFP # J02B3400063 Technical” plus the Master Contractor Name
- One attachment labeled “TORFP J02B3400063 Technical - Attachments” containing all Technical Proposal Attachments (see Section 3.3 below), signed and in PDF format.
- One attachment labeled “TORFP J02B3400063 Technical – Proposal” in Microsoft Word format (2007 or later).

The TO Financial Proposal shall be contained in one email, with one attachment. This email shall include:

- Subject line “CATS+ TORFP # J02B3400063 Financial” plus the Master Contractor Name
- One attachment labeled “TORFP J02B3400063 Financial” containing the Financial Proposal contents, signed and in PDF format.

3.3 SUMMARY OF ATTACHMENTS

No attachment forms shall be altered. Signatures shall be clearly visible.

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

- Attachment 4 – Conflict of Interest Affidavit and Disclosure - Signed PDF
- Attachment 5 and Attachment 5A- Labor Classification Personnel Resume Summary (Forms LC1 and TM1) - Signed PDF
- Attachment 15 – Living Wage Affidavit of Agreement - Signed PDF
- Attachment 16 – Certification Regarding Investments in Iran - Signed PDF

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

- Attachment 1A and 1B Price Proposal – Signed PDF

3.4 3.4 PROPOSAL FORMAT

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements of this CATS+ TORFP. A TO Proposal shall contain the following sections in order:

3.4.1 Technical Proposal

A) Proposed Services

- 1) **Executive Summary:** A high level overview of the Master Contractor’s understanding of the background, purpose, and objectives of the TORFP. The Executive Summary shall summarize the Master Contractor’s capabilities and experience, and summarize the proposed methodology and solution for achieving the objectives of the TORFP.
- 2) **Proposed Solution:** A detailed narrative of the Master Contractor’s proposed methodology and solution for completing the requirements and deliverables in Section 2 - Scope of Work. This section shall include a comprehensive schedule of tasks and times frames for completing all requirements and deliverables, including any tasks to be performed by State or third party personnel.
- 3) **Draft Work Breakdown Structure (WBS):** A matrix or table that shows a breakdown of the tasks required to complete the requirements and deliverables in Section 2 - Scope of Work. The WBS should reflect the chronology of tasks without assigning specific time frames or start / completion dates. The WBS may include tasks to be performed by the State or third parties, for example, independent quality assurance tasks. If the WBS appears as a deliverable in Section 2 – Scope of Work, the deliverable version will be a final version. Any subsequent versions shall be approved through a formal configuration or change management process.
- 4) **Draft Project or Work Schedule:** A Gantt or similar chart containing tasks and estimated time frames for completing the requirements and deliverables in Section 2 - Scope of Work. The final schedule should come later as a deliverable under the TO after the TO Contractor has had opportunity to develop realistic estimates. The Project or Work Schedule may include tasks to be performed by the State or third parties.
- 5) **Draft Risk Assessment:** Identification and prioritization of risks inherent in meeting the requirements in Section 2 – Scope of Work. Includes a description of strategies to mitigate risks. If the Risk Assessment appears as a deliverable in Section 2 – Scope of Work, that version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.
- 6) **Assumptions:** A description of any assumptions formed by the Master Contractor in developing the Technical Proposal. Master Contractors should avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.
- 7) **Tools** the TO Contractor owns and proposes for use to meet any requirements in Section 2.

B) Compliance with Offeror’s Company Minimum Qualifications

Offerors will complete the following table to demonstrate compliance with the Offeror’s Company Minimum Requirements in Section 2.10.

Reference	Offeror Company Minimum Requirement	Evidence of Compliance
2.10	At least four (4) years of expertise experience in each of the following: <ol style="list-style-type: none"> 1) Conducting feasibility studies 2) Holding joint application development (JAD) sessions 3) Producing process flow diagrams 4) Creating requirements documents 	Offeror documents evidence of compliance here.

	<ul style="list-style-type: none"> 5) Generating and managing complex project schedules 6) Developing design documents 7) Creating test scripts, test cases, and test plans 8) Experience with material management systems, financial management systems, and/or construction management systems 	
--	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--

C) Proposed Personnel and TORFP Staffing

- 1) Identify and provide Attachment 5 for proposed personnel. Attachment 5 shall feature prominently proposed personnel skills and experience as they relate to the Master Contractor’s proposed solution and Section 2 – Scope of Work.
- 2) Provide the names and titles of the Master Contractor’s management staff who will supervise the personnel and quality of services rendered under this TO Agreement.
- 3) Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources in addition to the personnel requested in this TORFP, and how the TO Contractor Personnel shall be managed. Include:
 - a. Planned team composition by role (**Important! Identify specific names and provide history only for the proposed resources required for evaluation of this TORFP**).
 - b. Process and proposed lead time for locating and bringing on board resources that meet TO needs.
 - c. Supporting descriptions for all labor categories proposed in response to this TORFP.
 - d. Description of approach for quickly substituting qualified personnel after start of TO.

D) MBE Participation

There are no MBE, SBR or VSBE requirements for this solicitation.

- 1) TO Master Contractor must identify all proposed subcontractors, including MBEs, and their roles in the performance of Section 2 - Scope of Work.

E) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide up to three examples of projects or contracts the Master Contractor has completed that were similar to Section 2 - Scope of Work. Each example must include contact information for the client organization complete with the following:
 - a) Name of organization.
 - b) Point of contact name, title, and telephone number
 - c) Services provided as they relate to Section 2 - Scope of Work.
 - d) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
 - a) Name of organization.
 - b) Point of contact name, title, and telephone number
 - c) Services provided as they relate to Section 2 - Scope of Work.

- d) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
- e) Dollar value of the contract.
- f) Whether the contract was terminated before the original expiration date.
- g) Whether any renewal options were not exercised.

Note - State of Maryland experience can be included as part of Section E2 above as project or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

F) Proposed Facility

- 1) Identify Master Contractor's facilities, including address, from which any work shall be performed.

G) State Assistance

- 1) Provide an estimate of expectation concerning participation by State personnel.

H) Confidentiality

- 1) A Master Contractor shall 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.

I) Proposed Facility

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

3.4.2 Financial Response

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal);
- B) Attachment 1A and B - Price Proposal Form. Prices shall be valid for 120 days.
- C) To be responsive to this TORFP, the Price Proposal (Attachment 1B) shall provide labor rates for all labor categories. Proposed rates are not to exceed the rates defined in the Master Contract for the Master Contract year(s) in effect at the time of the TO Proposal due date.

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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+ TORFP. In making the TO Agreement award determination, the TO Requesting Agency will consider all information submitted in accordance with Section 3.

4.2 TECHNICAL PROPOSAL EVALUATION CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance:

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

4.3 SELECTION PROCEDURES

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the TO Contractor Minimum qualifications in Section 2.10 and quality of responses to Section 3.2.1 (A and B) of the TORFP. TO Proposals deemed technically qualified will have their financial proposal considered. All others will be deemed not reasonably susceptible to award and will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work. Technical proposals will be reviewed and ranked from highest to lowest technical proposal.
- B) In the event that there are more than 10 Offerors meeting minimum qualifications, the Offerors meeting minimum qualifications will be required to participate in an initial oral presentation via telephone, the format of which will be determined and conveyed to the Offerors in advance. A technical ranking will be performed, as determined by the oral presentation, evaluation of the proposed resource resumes and the initial TORFP review. The top-rated five Offerors, by technical ranking will each be scheduled for an in-depth oral presentation that will include the proposed resource. Offerors not selected for in-person oral presentations will be notified by the TO Procurement Officer.
- C) Qualified TO Financial Proposal responses will be reviewed and ranked from lowest to highest price proposed.
- D) The most advantageous TO Proposal offer considering BOTH technical and financial submission shall be selected for the work assignment. In making this selection, technical merit has greater weight than price.


























4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

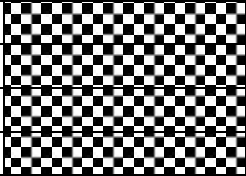
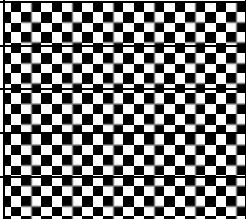
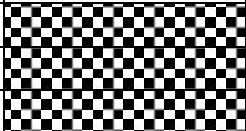
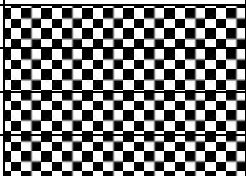
Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, a Non-Disclosure Agreement (To Contractor), a Purchase Order, and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - NTP (sample).

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ATTACHMENT 1A PRICE PROPOSAL FORM

Price Proposal for CATS+ TORFP # J02B3400063

Identification	Deliverable	Proposed Deliverable Price
Release 1, Module 1 v2, Part 1 - Planning		\$
2.7.2.1	Kickoff Meeting – Release 1, Module 1 v2	
2.7.2.3	Work Breakdown Structure – Release 1, All Modules	
Release 1, Module 1 v2, Part 2 - Planning		\$
2.7.2.4	Gantt Based Project Schedule - Release 1, All Modules	
2.7.2.5	Communication Management Plan – Release 1, Module 1 v2	
Release 1, Module 1 v2, Part 3 – Requirements		\$
2.7.2.6	Functional Requirements Document (FRD) - Release 1, Module 1 v2	
2.7.2.7	Test Master Plan (TMP) - Release 1, Module 1 v2	
Release 1, Module 1 v2, Part 4 – Design		\$
2.7.2.8	System Design Document - Release 1, Module 1 v2	
2.7.2.9	System Prototype - Release 1, Module 1 v2	
2.7.2.10	Implementation Plan - Release 1, Module 1 v2	
2.7.2.11	Training Plan - Release 1, Module 1 v2	
Release 1, Module 1 v2, Part 5 - Development		\$
2.7.2.12	System (Application) Software - Release 1, Module 1 v2	
2.7.2.13	Test Data - Release 1, Module 1 v2	
2.7.2.14	Unit Testing and Bug Correction – Release 1, Module 1 v2	
2.7.2.15	System Administration & Maintenance Manual - Release 1, Module 1 v2	
2.7.2.16	User Manual - Release 1, Module 1 v2	
Release 1, Module 1 v2, Part 6 –Testing		\$
2.7.2.17	Test Analysis Report - Release 1, Module 1 v2	
2.7.2.18	UAT Based Bug Fixes – Release 1, Module 1 v2	
2.7.2.19	Release Notes - Release 1, Module 1 v2	
Release 1, Module 1 v2, Part 7 – Implementation		\$
2.7.2.20	End User and System Administration Training	
2.7.2.21	System Software (Production) – Release 1, Module 1 v2	
2.7.2.22	Post Implementation Support - Release 1, Module 1 v2	
Release 1, Module 2, Part 1 – Planning		\$
2.7.2.23	Kickoff Meeting – Release 1, Module 2	
2.7.2.24	Communication Management Plan – Release 1, Module 2	
Release 1, Module 2, Part 2 – Requirements		\$
2.7.2.25	Functional Requirements Document (FRD) - Release 1, Module 2	
2.7.2.26	Test Master Plan (TMP) - Release 1, Module 2	

Identification	Deliverable	Proposed Deliverable Price
Release 1, Module 2, Part 3 – Design		\$
2.7.2.27	System Design Document - Release 1, Module 2	
2.7.2.28	System Prototype - Release 1, Module 2	
2.7.2.29	Implementation Plan - Release 1, Module 2	
2.7.2.30	Training Plan - Release 1, Module 2	
Release 1, Module 2, Part 4 – Development		\$
2.7.2.31	System (Application) Software - Release 1, Module 2	
2.7.2.32	Test Data - Release 1, Module 2	
2.7.2.33	Unit Testing and Bug Correction - Release 1, Module 2	
2.7.2.34	System Administration Manual - Release 1, Module 2	
2.7.2.35	User Manual - Release 1, Module 2	
Release 1, Module 2, Part 5 – Testing		\$
2.7.2.36	Test Analysis Report - Release 1, Module 2	
2.7.2.37	UAT Based Bug Fixes - Release 1, Module 2	
2.7.2.38	Release Notes - Release 1, Module 2	
Release 1, Module 2, Part 6 – Implementation		\$
2.7.2.39	End User and System Administration Training	
2.7.2.40	System Software (Production) – Release 1, Module 2	
2.7.2.2	Monthly Status Reports – Release 1, All Modules	
2.7.2.41	Post Implementation Support - Release 1, Module 2	
Total Proposed Fixed Price		\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

ATTACHMENT 1B PRICE PROPOSAL FORM

PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS+ TORFP # J02B3400063

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

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

Job Title from TORFP	CATS+ Labor Category Proposed by Master Contractor	Hourly Labor Rate (A)
Year 1		
<Job Title 1>	Insert CATS+ Labor Category	\$
<Job Title 2>	Insert CATS+ Labor Category	\$
Year 2		
<Job Title 1>	Insert CATS+ Labor Category	\$
<Job Title 2>	Insert CATS+ Labor Category	\$
Year 3		
<Job Title 1>	Insert CATS+ Labor Category	\$
<Job Title 2>	Insert CATS+ Labor Category	\$
Year 4		
<Job Title 1>	Insert CATS+ Labor Category	\$
<Job Title 2>	Insert CATS+ Labor Category	\$
Year 5		
<Job Title 1>	Insert CATS+ Labor Category	\$
<Job Title 2>	Insert CATS+ Labor Category	\$

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

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS+ TORFP #J02B3400063

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.

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.

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.

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.

MDOT MBE FORM A
STATE-FUNDED CONTRACTS
CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT
PAGE 1 OF 2

This affidavit must be included with the bid/proposal. If the bidder/offeror fails to accurately complete and submit this affidavit as required, the bid shall be deemed not responsive or the proposal not susceptible of being selected for award.

In connection with the bid/proposal submitted in response to Solicitation No. _____, I affirm the following:

1. MBE Participation (PLEASE CHECK ONLY ONE)

I have met the overall certified Minority Business Enterprise (MBE) participation goal of _____ percent (_____ %) and the following subgoals, if applicable:
_____ percent (_____ %) for African American-owned MBE firms
_____ percent (_____ %) for Hispanic American-owned MBE firms
_____ percent (_____ %) for Asian American-owned MBE firms
_____ percent (_____ %) for Women-owned MBE firms

I agree that these percentages of the total dollar amount of the Contract, for the MBE goal and subgoals (if any), will be performed by certified MBE firms as set forth in the MBE Participation Schedule - Part 2 of the MDOT MBE Form B (State-Funded Contracts).

OR

I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. Within 10 business days of receiving notice that our firm is the apparent awardee or as requested by the Procurement Officer, I will submit a written waiver request and all required documentation in accordance with COMAR 21.11.03.11. For a partial waiver request, I agree that certified MBE firms will be used to accomplish the percentages of the total dollar amount of the Contract, for the MBE goal and subgoals (if any), as set forth in the MBE Participation Schedule - Part 2 of the MDOT MBE Form B (State-Funded Contracts).

2. Additional MBE Documentation

I understand that if I am notified that I am the apparent awardee or as requested by the Procurement Officer, I must submit the following documentation within 10 business days of receiving such notice:
(a) Outreach Efforts Compliance Statement (MDOT MBE Form C - State-Funded Contracts);
(b) Subcontractor Project Participation Statement (MDOT MBE Form D - State-Funded Contracts);
(c) MBE Waiver Request documentation per COMAR 21.11.03.11 (if waiver was requested); and
(d) Any other documentation required by the Procurement Officer to ascertain bidder's responsibility/offeror's susceptibility of being selected for award in connection with the certified MBE participation goal and subgoals, if any.

I acknowledge that if I fail to return each completed document (in 2 (a) through (d)) within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award or that the proposal is not susceptible of being selected for award.

MDOT MBE FORM A
STATE-FUNDED CONTRACTS
CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT
PAGE 2 OF 2

3. Information Provided to MBE firms

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

4. Products and Services Provided by MBE firms

I hereby affirm that the MBEs are only providing those products and services for which they are MDOT certified.

I solemnly affirm under the penalties of perjury that the information in this affidavit is true to the best of my knowledge, information and belief.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

MDOT MBE FORM B
STATE-FUNDED CONTRACTS
MBE PARTICIPATION SCHEDULE

PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE

PARTS 2 AND 3 MUST BE INCLUDED WITH THE BID/PROPOSAL. IF THE BIDDER/OFFEROR FAILS TO ACCURATELY COMPLETE AND SUBMIT PART 2 WITH THE BID/PROPOSAL AS REQUIRED, THE BID SHALL BE DEEMED NOT RESPONSIVE OR THE PROPOSAL SHALL BE DEEMED NOT SUSCEPTIBLE OF BEING SELECTED FOR AWARD.

PAGE 1 OF 2

***** STOP *****
FORM INSTRUCTIONS
PLEASE READ BEFORE COMPLETING THIS FORM

1. Please refer to the Maryland Department of Transportation (MDOT) MBE Directory at www.mdot.state.md.us to determine if a firm is certified for the appropriate North American Industry Classification System (“NAICS”) Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS, please visit www.naics.com. Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals.
2. In order to be counted for purposes of achieving the MBE participation goals, the firm must be certified for that specific NAICS (“MBE” for State-funded projects designation after NAICS Code). **WARNING:** If the firm’s NAICS Code is in **graduated status**, such services/products **will not be counted** for purposes of achieving the MBE participation goals. Graduated status is clearly identified in the MDOT Directory (such graduated codes are designated with the word graduated after the appropriate NAICS Code).
3. Examining the NAICS Code is the **first step** in determining whether an MBE firm is certified and eligible to receive MBE participation credit for the specific products/services to be supplied or performed under the contract. The **second step** is to determine whether a firm’s Products/Services Description in the MBE Directory includes the products to be supplied and/or services to be performed that are being used to achieve the MBE participation goals.
4. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT’s Office of Minority Business Enterprise at 1-800-544-6056 or via email at mbe@mdot.state.md.us.
5. The Contractor’s subcontractors are considered second-tier subcontractors. Third-tier contracting used to meet an MBE goal is to be considered the exception and not the rule. The following two conditions must be met before MDOT, its Modal Administrations and the Maryland Transportation Authority may approve a third-tier contracting agreement: (a) the bidder/offeror must request in writing approval of each third-tier contract arrangement, and (b) the request must contain specifics as to why a third-tier contracting arrangement should be approved. These documents must be submitted with the bid/proposal in Part 2 of this MBE Participation Schedule.
6. For each MBE firm that is being used as a supplier/wholesaler/regular dealer/broker/manufacturer, please follow these instructions for calculating the **amount of the subcontract for purposes of achieving the MBE participation goals:**
 - A. Is the firm certified as a broker of the products/supplies? If the answer is YES, please continue to Item C. If the answer is NO, please continue to Item B.
 - B. Is the firm certified as a supplier, wholesaler, regular dealer, or manufacturer of such products/supplies? If the answer is YES, continue to Item D. If the answer is NO, continue to Item C **only** if the MBE firm is certified to perform trucking/hauling services under NAICS Codes 484110, 484121, 484122, 484210, 484220 and 484230. If the answer is NO and the firm is not certified under these NAICS Codes, then **no** MBE participation credit will be given for the supply of these products.
 - C. For purposes of achieving the MBE participation goal, you may count **only** the amount of any reasonable fee that the MBE firm will receive for the provision of such products/supplies - **not** the total subcontract amount or the value (or a percentage thereof) of such products and/or supplies. For Column 3 of the MBE Participation Schedule, please divide the

amount of any reasonable fee that the MBE firm will receive for the provision of such products/services by the total Contract value and insert the percentage in Line 3.1.

MDOT MBE FORM B
STATE-FUNDED CONTRACTS
MBE PARTICIPATION SCHEDULE

PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE

PAGE 2 OF 2

D. Is the firm certified as a manufacturer (refer to the firm’s NAICS Code and specific description of products/services) of the products/supplies to be provided? If the answer is NO, please continue to Item E. If the answer is YES, for purposes of achieving the MBE participation goal, you may count the total amount of the subcontract. For Column 3 of the MBE Participation Schedule, please divide the total amount of the subcontract by the total Contract value and insert the percentage in Line 3.1.

E. Is the firm certified as a supplier, wholesaler and/or regular dealer? If the answer is YES and the MBE firm is furnishing and installing the materials and is certified to perform these services, please divide the total subcontract amount (including full value of supplies) by the total Contract value and insert the percentage in Line 3.1. If the answer is YES and the MBE firm is only being used as a supplier, wholesaler and/or regular dealer or is not certified to install the supplies/materials, for purposes of achieving the MBE participation goal, you may only count sixty percent (60%) of the value of the subcontract for these supplies/products (60% Rule). To apply the 60% Rule, first divide the amount of the subcontract for these supplies/products only (not installation) by the total Contract value. Then, multiply the result by sixty percent (60%) and insert the percentage in Line 3.2.

7. For each MBE firm that **is not** being used as a supplier/wholesaler/regular dealer/broker/manufacturer, to calculate the **amount of the subcontract for purposes of achieving the MBE participation goals**, divide the total amount of the subcontract by the total Contract value and insert the percentage in Line 3.1.

Example: \$ 2,500 (Total Subcontract Amount) ÷ \$10,000 (Total Contract Value) x 100 = 25%

8. **WARNING:** The percentage of MBE participation, computed using the percentage amounts in Column 3 for all of the MBE firms listed in Part 2, **MUST** at least equal the MBE participation goal and subgoals (if applicable) as set forth in MDOT MBE Form A – State-Funded Contracts for this solicitation. If a bidder/offeror is unable to achieve the MBE participation goal and/or any subgoals (if applicable), then the bidder/offeror must request a waiver in Form A or the bid will be deemed not responsive, or the proposal not susceptible of being selected for award. You may wish to use the Goal/Subgoal Worksheet shown below to assist you in calculating the percentages and confirming that you have met the applicable MBE participation goal and subgoals (if any).

GOAL/SUBGOAL WORKSHEET	
Total African American Firm Participation (Add percentages listed for African American-Owned Firms in Column 3 of MBE Participation Schedule)	(A) _____%
Total Hispanic American Firm Participation (Add percentages listed for Hispanic American-Owned Firms in Column 3 of MBE Participation Schedule)	(B) _____%
Total Asian American Firm Participation (Add percentages listed for Asian American-Owned Firms in Column 3 of MBE Participation Schedule)	(C) _____%
Total Women-Owned Firm Participation (Add percentages listed for Women-Owned Firms in Column 3 of MBE Participation Schedule)	(D) _____%
Total for all other MBE Firms (Add percentages for firms listed as Other MBE Classification in Column 3 of the MBE Participation Schedule)	(E) _____%
Total MBE Firm Participation (Add percentages listed for all MBE Firms in Column 3 of MBE Participation Schedule)	(F) _____%
The percentage amount in Box F should be equal to the sum of the percentage amounts in Boxes A through E.	

MDOT MBE FORM B
STATE-FUNDED CONTRACTS
MBE PARTICIPATION SCHEDULE

PART 2 – MBE PARTICIPATION SCHEDULE

PARTS 2 AND 3 MUST BE INCLUDED WITH THE BID/PROPOSAL. IF THE BIDDER/OFFEROR FAILS TO ACCURATELY COMPLETE AND SUBMIT PART 2 WITH THE BID/PROPOSAL AS REQUIRED, THE BID SHALL BE DEEMED NOT RESPONSIVE OR THE PROPOSAL SHALL BE DEEMED NOT SUSCEPTIBLE OF BEING SELECTED FOR AWARD.

PAGE ___ OF ___

Prime Contractor	Project Description	SECTION 2 SOLICITATION NUMBER

LIST INFORMATION FOR EACH CERTIFIED MBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY.

COLUMN 1	COLUMN 2	COLUMN 3
		Unless the bidder/offeror requested a waiver in MDOT MBE Form A – State Funded Contracts for this solicitation, the cumulative MBE participation for all MBE firms listed herein must equal at least the MBE participation goal <u>and</u> subgoals set forth in Form A.
NAME OF MBE SUBCONTRACTOR AND TIER	CERTIFICATION NO. AND MBE CLASSIFICATION	FOR PURPOSES OF ACHIEVING THE MBE PARTICIPATION GOAL AND SUBGOALS, refer to sections 6 and 7 in Part 1 - Instructions. State the percentage amount of the products/services in Line 3.1, except for those products or services where the MBE firm is being used as a wholesaler, supplier, or regular dealer. For items of work where the MBE firm is being used as a supplier, wholesaler and/or regular dealer, complete Line 3.2 using the 60% Rule.
<input type="checkbox"/> Please check if MBE firm is a third-tier contractor (if applicable). Please submit written documents in accordance with Section 5 of Part 1 - Instructions	Certification Number: _____ (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification _____	3.1. TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE- EXCLUDING PRODUCTS/SERVICES FROM SUPPLIERS, WHOLESALERS OR REGULAR DEALERS). <div style="background-color: #cccccc; padding: 5px; display: inline-block;"> _____ % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any) </div> 3.2 TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR FOR ITEMS OF WORK WHERE THE MBE FIRM IS BEING USED AS A SUPPLIER, WHOLESALER AND/OR REGULAR DEALER) (STATE THE PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE AND THEN APPLY THE 60% RULE PER SECTION 6(E) IN PART 1 - INSTRUCTIONS). _____ % Total percentage of Supplies/Products x _____ 60% (60% Rule) <div style="background-color: #cccccc; padding: 5px; display: inline-block;"> _____ % (Percentage for purposes of </div>

		<u>calculating achievement of MBE Participation goal and subgoals, if any)</u>
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Please check if Continuation Sheets are attached.

**MDOT MBE FORM B
STATE-FUNDED CONTRACTS
MBE PARTICIPATION SCHEDULE
CONTINUATION SHEET**

PAGE ___ OF ___

Prime Contractor	Project Description	SECTION 3 SOLICITATION NUMBER

LIST INFORMATION FOR EACH CERTIFIED MBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY.

COLUMN 1	COLUMN 2	COLUMN 3
<p>NAME OF MBE SUBCONTRACTOR AND TIER</p>	<p>CERTIFICATION NO. AND MBE CLASSIFICATION</p>	<p>Unless the bidder/offeror requested a waiver in MDOT MBE Form A – State Funded Contracts for this solicitation, the cumulative MBE participation for all MBE firms listed herein must equal at least the MBE participation goal and subgoals set forth in Form A.</p> <p>FOR PURPOSES OF ACHIEVING THE MBE PARTICIPATION GOAL AND SUBGOALS, refer to Sections 6 and 7 in Part 1 - Instructions. State the percentage amount of the products/services in Line 3.1, except for those products or services where the MBE firm is being used as a wholesaler, supplier, or regular dealer. For items of work where the MBE firm is being used as a supplier, wholesaler and/or regular dealer, complete Line 3.2 using the 60% Rule.</p>
<p><input type="checkbox"/> Please check if MBE firm is a third-tier contractor (if applicable). Please submit written documents in accordance with Section 5 of Part 1 - Instructions</p>	<p>Certification Number:</p> <hr/> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification</p> <hr/>	<p>3.1. TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE- EXCLUDING PRODUCTS/SERVICES FROM SUPPLIERS, WHOLESALERS OR REGULAR DEALERS).</p> <p><u> </u> % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)</p> <p>3.2. TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR FOR ITEMS OF WORK WHERE THE MBE FIRM IS BEING USED AS A SUPPLIER, WHOLESALER AND/OR REGULAR DEALER) (STATE THE PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE AND THEN APPLY THE 60% RULE PER SECTION 6(E) IN PART 1 - INSTRUCTIONS).</p> <p><u> </u> % Total percentage of Supplies/Products</p> <p>x 60% (60% Rule)</p> <p><u> </u> % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)</p>

Please check if Continuation Sheets are attached.

MDOT MBE FORM B
STATE-FUNDED CONTRACTS
MBE PARTICIPATION SCHEDULE

PART 3 – CERTIFICATION FOR MBE PARTICIPATION SCHEDULE
SECTION 4

PARTS 2 AND 3 MUST BE INCLUDED WITH THE BID/PROPOSAL
AS DIRECTED IN THE INVITATION TO BID/ REQUEST FOR PROPOSALS.

I hereby affirm that I have reviewed the Products and Services Description (specific product that a firm is certified to provide or areas of work that a firm is certified to perform) set forth in the MDOT MBE Directory for each of the MBE firms listed in Part 2 of this MBE Form B for purposes of achieving the MBE participation goals and subgoals that were identified in the MBE Form A that I submitted with this solicitation, and that the MBE firms listed are only performing those products/services/areas of work for which they are certified. I also hereby affirm that I have read and understand the form instructions set forth in Part 1 of this MBE Form B.

The undersigned Prime Contractor hereby certifies and agrees that they have fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority business enterprise in its bid or proposal;
- (2) fail to notify the certified minority business enterprise before execution of the contract of its inclusion of the bid or proposal;
- (3) fail to use the certified minority business enterprise in the performance of the contract; or
- (4) pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

I solemnly affirm under the penalties of perjury that the contents of Parts 2 and 3 of MDOT MBE Form B are true to the best of my knowledge, information and belief.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

MDOT MBE FORM C
STATE-FUNDED CONTRACTS
OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the offer/proposal submitted in response to Solicitation No. _____, I state the following:

1. Bidder/Offeror took the following efforts to identify subcontracting opportunities in these specific work categories:

2. Attached to this form are copies of written solicitations (with bidding/proposal instructions) used to solicit certified MBE firms for these subcontract opportunities.

3. Bidder/Offeror made the following attempts to personally contact the solicited MBE firms:

4. Please Check One:

- This project does not involve bonding requirements.
- Bidder/Offeror assisted MBE firms to fulfill or seek waiver of bonding requirements. (DESCRIBE EFFORTS)

5. Please Check One:

- Bidder/Offeror did attend the pre-bid/pre-proposal meeting/conference.
- No pre-bid/pre-proposal meeting/conference was held.
- Bidder/Offeror did not attend the pre-bid/pre-proposal meeting/conference.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

MDOT MBE FORM D

STATE-FUNDED CONTRACTS

MBE SUBCONTRACTOR PROJECT PARTICIPATION AFFIDAVIT

IF THE BIDDER/OFFEROR FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE BIDDER/OFFEROR IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD OR THAT THE PROPOSAL IS NOT SUSCEPTIBLE OF BEING SELECTED FOR AWARD. SUBMIT ONE FORM FOR EACH CERTIFIED MBE FIRM LISTED IN THE MBE PARTICIPATION SCHEDULE. BIDDERS/OFFERORS ARE HIGHLY ENCOURAGED TO SUBMIT FORM D PRIOR TO THE TEN (10) DAY DEADLINE.

Provided that _____ (Prime Contractor's Name) is awarded the State contract in conjunction with Solicitation No. _____, such Prime Contractor will enter into a subcontract with _____ (Subcontractor's Name) committing to participation by the MBE firm _____ (MBE Name) with MDOT Certification Number _____ (if subcontractor previously listed is also the MBE firm, please restate name and provide MBE Certification Number) which will receive at least \$ _____ or ____% (Total Subcontract Amount/ Percentage) for performing the following products/services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE)	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES

I solemnly affirm under the penalties of perjury that the information provided in this MBE Subcontractor Project Participation Affidavit is true to the best of my knowledge, information and belief. I acknowledge that, for purposes of determining the accuracy of the information provided herein, the Procurement Officer may request additional information, including, without limitation, copies of the subcontract agreements and quotes.

<p>PRIME CONTRACTOR Signature of Representative: _____ Printed Name and Title: _____ Firm's Name: _____ Federal Identification Number: _____ Address: _____ Telephone: _____ Date: _____</p>	<p>SUBCONTRACTOR (SECOND-TIER) Signature of Representative: _____ Printed Name and Title: _____ Firm's Name: _____ Federal Identification Number: _____ Address: _____ Telephone: _____ Date: _____</p>	<p>SUBCONTRACTOR (THIRD-TIER) Signature of Representative: _____ Printed Name and Title: _____ Firm's Name: _____ Federal Identification Number: _____ Address: _____ Telephone: _____ Date: _____</p>
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

IF MBE FIRM IS A THIRD-TIER SUBCONTRACTOR, THIS FORM MUST ALSO BE EXECUTED BY THE SECOND-TIER SUBCONTRACTOR THAT HAS THE SUBCONTRACT AGREEMENT WITH THE MBE FIRM.

Attachment D-5

This form is to be completed monthly by the prime

**Maryland Department of Information Technology
Minority Business Enterprise Participation
Prime Contractor Paid/Unpaid MBE Invoice Report**

Report #: _____	Contract #: _____
Reporting Period (Month/Year): _____	Contracting Unit: _____
Report is due to the MBE Officer by the 10th of the month following the month the services were provided.	Contract Amount: _____
	MBE Subcontract Amt: _____
	Project Begin Date: _____
	Project End Date: _____
	Services Provided: _____
Note: Please number reports in sequence	

Prime Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:	Email:	
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
List all payments made to MBE subcontractor named above during this reporting period:		List dates and amounts of any outstanding invoices:	
	<u>Invoice#</u>	<u>Amount</u>	
1.			1. <u>Invoice #</u>
2.			2. <u>Amount</u>
3.			3.
4.			4.
Total Dollars Paid: \$ _____		Total Dollars Unpaid: \$ _____	

**If more than one MBE subcontractor is used for this contract, you must use separate D-5 forms.

****Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):**

(TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)	(TO PROCUREMENT OFFICER OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)
-------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------

This form must be completed by
MBE subcontractor

**ATTACHMENT D-6
Minority Business Enterprise Participation
Subcontractor Paid/Unpaid MBE Invoice Report**

Report#: _____	Contract #
Reporting Period (Month/Year): _____	Contracting Unit:
Report is due by the 10th of the month following the month the services were performed.	MBE Subcontract Amount:
	Project Begin Date:
	Project End Date:
	Services Provided:

MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:	Email:	
Address:		
City: Baltimore	State:	ZIP:
Phone:	FAX:	
Subcontractor Services Provided:		
List all payments received from Prime Contractor during reporting period indicated above.		List dates and amounts of any unpaid invoices over 30 days old.
<u>Invoice Amt</u>	<u>Date</u>	<u>Invoice Amt</u>
1.		1.
2.		2.
3.		3.
Total Dollars Paid: \$ _____		Total Dollars Unpaid: \$ _____
Prime Contractor:		Contact Person:

****Return one copy of this form to the following address (electronic copy with signature & date is preferred):**

(TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)	(TO PROCUREMENT OFFICER OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)
----------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------

Signature: _____ Date: _____
(Required)

Code of Maryland Regulations (COMAR)
Title 21, State Procurement Regulations
(regarding a waiver to a Minority Business Enterprise subcontracting goal)

COMAR 21.11.03.11 - Waiver.

- A. If, for any reason, the apparent successful bidder or offeror is unable to achieve the contract goal for certified MBE participation, the bidder or offeror may request, in writing, a waiver to include the following:
- (1) A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBEs in order to increase the likelihood of achieving the stated goal;
 - (2) A detailed statement of the efforts made to contact and negotiate with certified MBEs including:
 - (a) The names, addresses, dates, and telephone numbers of certified MBEs contacted, and
 - (b) A description of the information provided to certified MBEs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;
 - (3) As to each certified MBE that placed a subcontract quotation or offer that the apparent successful bidder or offeror considers not to be acceptable, a detailed statement of the reasons for this conclusion;
 - (4) A list of minority subcontractors found to be unavailable. This list should be accompanied by an MBE unavailability certification (MBE Attachment D6) signed by the minority business enterprise, or a statement from the apparent successful bidder or offeror that the minority business refused to give the written certification: and
 - (5) The record of the apparent successful bidder or offeror's compliance with the outreach efforts required under Regulation .09B(2)(b).
- A waiver may only be granted upon a reasonable demonstration by that MBE participation could not be obtained or could not be obtained at a reasonable price.
- If the waiver request is determined not to meet this standard, the bidder or offeror will be found non-responsive (bid) or not reasonably susceptible for award (proposal) and removed from further consideration.
- B. A waiver of a certified MBE contract goal may be granted only upon reasonable demonstration by the bidder or offeror that certified MBE participation was unable to be obtained or was unable to be obtained at a reasonable price and if the agency head or designee determines that the public interest is served by a waiver. In making a determination under this section, the agency head or designee may consider engineering estimates, catalogue prices, general market availability, and availability of certified MBEs in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE and non-MBE cost of participation, and their impact on the overall cost of the contract to the State and any other relevant factor.
- C. An agency head may waive any of the provisions of Regulations .09-.10 for a sole source, expedited, or emergency procurement in which the public interest cannot reasonably accommodate use of those procedures.

D. When a waiver is granted, except waivers under Section C, one copy of the waiver determination and the reasons for the determination shall be kept by the MBE Liaison Officer with another copy forwarded to the Office of Minority Affairs.

**MBE ATTACHMENT D-7
MINORITY CONTRACTOR UNAVAILABILITY CERTIFICATE**

Section I (to be completed by PRIME CONTRACTOR)

I hereby certify that the firm of _____
Name of Prime Contractor)

located at _____,
(Number) (Street) (City) (State) (Zip)

on _____ contacted certified minority business enterprise, _____
(Date) (Name of Minority Business)

_____ located at _____,
(Number) (Street) (City) (State) (Zip)

seeking to obtain a bid for work/service for project number _____, project name _____

List below the type of work/ service requested:

Indicate the type of bid sought, _____. The minority business enterprise identified above is either unavailable for the work /service in relation to project number _____, or is unable to prepare a bid for the following reasons(s):

The statements contained above are, to the best of my knowledge and belief, true and accurate.

(Name) (Title)

(Number) (Street) (City) (State) (Zip)

(Signature) (Date)

Note: Certified minority business enterprise must complete Section II

Section II (to be completed by CERTIFIED MINORITY BUSINESS ENTERPRISE)

I hereby certify that the firm of _____ MBE Cert.# _____
(Name of MBE Firm)

located at _____
(Number) (Street) (City) (State) (Zip)

was offered the opportunity to bid on project number _____, ON _____
(Date)

by _____
(Prime Contractor's Name) (Prime Contractor Official's Name) (Title)

The statements contained in Section I and Section II of this document are, to the best of my knowledge and belief, true and accurate.

(Name) (Title) (Phone)

(Signature) (Fax Number)

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS+ TORFP# J02B3400063 OF MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this day of Month, 200X by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, TO Requesting Agency.

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+ TORFP # ADPICS PO.
 - b. “CATS+ TORFP” means the Task Order Request for Proposals # ADPICS PO, dated MONTH DAY, YEAR, including any addenda.
 - c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated MONTH DAY, YEAR.
 - d. “TO Procurement Officer” means TO Procurement Officer. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. “TO Agreement” means this signed TO Agreement between TO Requesting Agency and TO Contractor.
 - f. “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g. “TO Manager” means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Proposal – Technical.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Proposal - Financial.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or super-cede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Agreement,
 - b. Exhibit A – CATS+ TORFP
 - c. Exhibit B – TO Proposal-Technical
 - d. Exhibit C – TO Proposal-Financial

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

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS+ TORFP 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+ TORFP and shall not exceed \$_____. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.

4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS+ TORFP, but no later than thirty (30) days after the Agency's receipt of 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 Name

By: Type or Print TO Contractor POC Date

Witness: _____

STATE OF MARYLAND, TO Requesting Agency

By: insert name, TO Procurement Officer Date _____

Witness: _____

ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

- A) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C) The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):
- E) The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

Date: _____ By: _____
(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

- 1) For this solicitation,
 - a) Master Contractors shall propose specific resources to produce the deliverables for Release 1 as outlined in Section 2 – Scope of Work.
 - b) Master Contractors shall propose the CATS+ Labor Category that best fits each proposed resource. Master Contractors shall comply with all personnel requirements under the Master Contract RFP 060B2490023.
 - c) Failure of any proposed resource to meet minimum requirements as listed in this TORFP and in the CATS+ Master Contract will result in the entire TO Technical Proposal being deemed not susceptible for award.
- 2) The Master Contractor shall complete one Attachment 5 form and one Attachment 5A form for each proposed resource using the templates provided. Alternate worksheets are not allowed. The Attachment 5A – Form TM1- is a separate form labeled *Attachment 5A Form TM1 - Requirements Qualification Traceability Matrix.xls*.
- 3) Form Completion
 - a) Complete one Personnel Resume Summary (Attachment 5 Form LC1) per proposed person to present each proposed person’s resume in a standard format.
 - b) Additional information may be attached to each Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.
 - c) Instructions for Attachment 5A – Form TM1 - Requirements Qualification Traceability Matrix. Complete the following parts:
 - Part A) CATS+ Minimum Qualifications:** For each resource, the Master Contractor shall insert each specific minimum qualification requirement from the CATS+ Master Contract for the proposed labor category. Each minimum requirement shall be followed by one or more examples that demonstrate how the proposed resource meets the minimum requirement. Account for all minimum qualifications, including any experience, education, or professional certifications.
 - (1) Where there is a time requirement such as three months’ experience, *you shall provide the dates from and to showing an amount of time that equals or exceeds the mandatory time requirement*. Enter multiple examples if necessary to show the required time is met using multiple experiences.
 - (2) Include the data to support the example within the table. Cross-referencing other cells within the matrix or other portions of the TO Technical Proposal shall only be allowed when referencing proof of certification provided elsewhere in the TO Technical Proposal. *For example, proof of current Oracle Certified Professional status may be cross referenced from the matrix if a copy of the certification is submitted as part of the TO Technical Proposal.*
 - Part B) Other TORFP Minimum Qualifications:** For each resource, the Master Contractor shall insert each specific minimum qualification requirement listed in the solicitation. Each minimum requirement shall be followed by one or more examples that demonstrate how the proposed resource meets the minimum

requirement. Account for all minimum qualifications, including any experience, education, or professional certifications.

Part C) Other Personnel Requirements: After all minimum qualification requirements, the Master Contractor shall insert any other personnel requirements listed within this TORFP and describe how the proposed resource meets those requirements.

ATTACHMENT 5 FORM LC1 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY
CATS+ TORFP # J02B3400063

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

Candidate Name:	
Master Contractor:	<insert Master Contractor name>
Proposed CATS+ Labor Category:	<proposed by Master Contractor>
Job Title:	<proposed by Master Contractor>

Education / Training (start with latest degree / certificate)

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

Relevant Work Experience*

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

[Organization]	Description of Work...
[Title / Role]	
[Period of Employment / Work (MM/YY – MM/YY)]	
[Location]	
[Contact Person (Optional if current employer)]	
[Organization]	Description of Work...
[Title / Role]	
[Period of Employment / Work]	
[Location]	
[Contact Person]	

Employment History*

List employment history, starting with the most recent employment first. Enter dates as MM/YY – MM/YY. Add lines as needed.

Start and End Dates	Job Title or Position	Organization Name	Reason for Leaving
MM/YY – MM/YY			

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

There will not be a Pre-TO Proposal Conference.

ATTACHMENT 7 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ Task Order Agreement #J02B3400063

Dear TO Contractor Contact:

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

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

Sincerely,

TO Procurement Officer

Task Order Procurement Officer

Enclosures (2)

cc: TO Manager

Procurement Liaison Office, Department of Information Technology

Project Management Office, Department of Information Technology

ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: Analysis and Implementation Services for the Materials Management System

TO Agreement Number: #J02B3400063

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: Daniel Joines

TO Manager Signature Date Signed

Name of TO Contractor's Project Manager: _____

TO Contractor's Project Manager Signature Date Signed

SUBMIT AS REQUIRED IN THE TORFP.

ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Maryland Department of Transportation, State Highway Administration

TORFP Title: Analysis and Implementation Services for the Materials Management System

TO Manager: Daniel Joines (410) 545 – 8033

To:

The following deliverable, as required by TO Agreement #J02B3400063, has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN THE TORFP.

ATTACHMENT 10 – 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 in response to CATS+ TORFP #J02B340063 for Analysis and Implementation Services for the Materials Management System. In order for the OFFEROR to submit a TO Proposal, 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, except in connection with the preparation of its TO Proposal.
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.

FFEROR: _____ BY: _____

NAME: _____ TITLE: _____

ADDRESS: _____

SUBMIT AS REQUIRED IN THE TORFP

ATTACHMENT 11 – 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 Analysis and Implementation Services for the Materials Management System TORFP No. J02B3400063 dated _____, (the “TORFP) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B2490023; and

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

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

1. 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: _____

SUBMIT AS REQUIRED IN THE TORFP

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

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

ATTACHMENT 12 – TO CONTRACTOR SELF-REPORTING CHECKLIST

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

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

<p>B) Did the Master Contractor request each personnel substitution in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>D) Was the substitute approved by the agency in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>Section 4 – MBE Participation</p>
<p>A) What is the MBE goal as a percentage of the TO value? (If there is no MBE goal, skip to Section 5) _____ %</p>
<p>B) Are MBE reports D-5 and D-6 submitted monthly? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO) _____ % (Example - \$3,000 was paid to date to the MBE sub-contractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% (3,000 ÷ 10,000 = 0.30))</p>
<p>D) Is this consistent with the planned MBE percentage at this stage of the project? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>E) Has the Master Contractor expressed difficulty with meeting the MBE goal? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(If yes, explain the circumstances and any planned corrective actions) _____</p>
<p>Section 5 – TO Change Management</p>
<p>A) Is there a written change management procedure applicable to this TO? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>B) Does the change management procedure include the following?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for change description, justification, and sign-off Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements) Yes <input type="checkbox"/> No <input type="checkbox"/> A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)</p>
<p>C) Have any change orders been executed? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality) _____</p>

D) Is the change management procedure being followed?

Yes No (If no, explain why) _____

**ATTACHMENT 13 – SHA COMPUTER ARCHITECTURE
STANDARDS FOR INFORMATION
TECHNOLOGY**
(Included as a separate attachment)

ATTACHMENT 14 –WORK ORDER

WORK ORDER	Work Order #	Contract #												
This Work Order is issued under the provisions of a XXX contract. The services authorized are within the scope of services set forth in the <i>Purpose</i> of the work order.														
<u>Purpose</u>														
<u>Statement of Work</u>														
<u>Requirements:</u> (insert summary of requirements, goals, etc.)														
<u>Deliverable Details:</u> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr> <th style="width: 10%;">Deliverable ID</th> <th style="width: 40%;">Deliverable Description</th> <th style="width: 30%;">Acceptance Criteria</th> <th style="width: 20%;">Expected Completion</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>			Deliverable ID	Deliverable Description	Acceptance Criteria	Expected Completion								
Deliverable ID	Deliverable Description	Acceptance Criteria	Expected Completion											
Deliverables are subject to review and approval by AGENCY prior to payment. <i>(Attach additional sheets if necessary)</i>														
Start Date		End Date												
Cost														
ID	Deliverable	Proposed Deliverable Price												
1.		\$												
2.		\$												
*Include WBS, schedule and response to requirements.		<u>AGENCY shall pay an amount not to exceed</u> \$												
<u>TO Contractor</u>		<u>AGENCY Approval</u>												
_____ (Signature) Contractor Authorized Representative (Date)		_____ (Signature) AGENCY TO Manager (Date)												
POC	(Print Name)	TO Manager												
Telephone No.		(Print Name)												
Email:		Telephone No.												
		Email:												

ATTACHMENT 15 – 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 16 - CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

List: The Investment Activities in Iran list identifies companies that the Board of Public Works has found to engage in investment activities in Iran; those companies may not participate in procurements with a public body in the State. “Engaging in investment activities in Iran” means:
Providing goods or services of at least \$20 million in the energy sector of Iran; or
For financial institutions, extending credit of at least \$20 million to another person for at least 45 days if the person is on the Investment Activities In Iran list and will use the credit to provide goods or services in the energy of Iran.

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

Rule: A company listed on the Investment Activities In Iran list is ineligible to bid on, submit a proposal for, or renew a contract for goods and services with a State Agency or any public body of the State. Also ineligible are any parent, successor, subunit, direct or indirect subsidiary of, or any entity under common ownership or control of, any listed company.

NOTE: This law applies only to new contracts and to contract renewals. The law does not require an Agency to terminate an existing contract with a listed company.

CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

ATTACHMENT 17 – MMS MODULE 1 FRD
(Included as a separate attachment)

ATTACHMENT 18 – MMS TMP
(Included as a separate attachment)

ATTACHMENT 19 – MMS MODULE 2 FRD
(Included as a separate attachment)

