



**CONSULTING AND TECHNICAL SERVICES II (CATS II)**

**TASK ORDER REQUEST FOR PROPOSALS (TORFP)**

**FINANCIAL RESTRUCTURING OF THE DEVELOPMENTAL  
DISABILITIES ADMINISTRATION (DDA)**

**CATS II TORFP #  
M00B2400488**

**OPASS 12-10976**

**DEPARTMENT OF HEALTH AND MENTAL HYGIENE (DHMH)**

**ISSUE DATE: MARCH 30, 2012**

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## KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services II (CATS II) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS II Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Master Contractors choosing not to submit a proposal must submit a Master Contractor Feedback form. The form is accessible via, your CATS II Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS II RFP issued by the Maryland Department of Information Technology and subsequent Master Contract Project Number 060B9800035, including any amendments.

<b>TORFP Title:</b>	Financial Restructuring of the DDA
<b>Functional Area:</b>	<b>Functional Area 10 - IT Management Consulting Services</b>
<b>TORFP Issue Date:</b>	March 30, 2012
<b>Closing Date and Time:</b>	April 20, 2012 at 02:00 PM
<b>TORFP Issuing Agency:</b>	Department of Health and Mental Hygiene
<b>Send Questions and Proposals to:</b>	Sharon Gambrill, Assistant Director <a href="mailto:gambrills@dhmh.state.md.us">gambrills@dhmh.state.md.us</a> with copies of questions only to: Gary Goldberg, Director, <a href="mailto:ggoldberg@dhmh.state.md.us">ggoldberg@dhmh.state.md.us</a>
<b>TO Procurement Officer:</b>	Sharon Gambrill, Assistant Director Office Phone Number: 410-767-5117 Office FAX Number: 410-333-5958
<b>TO Manager:</b>	Gerald Skaw, DDA CFO Office Phone Number: 410-767-5633 Office FAX Number: 410-333-5850
<b>TO Project Number:</b>	ADPICS Purchase Order Number -M00B2400488 OPASS 12-10976
<b>TO Type:</b>	Time & Materials
<b>Period of Performance:</b>	May 31, 2012 – December 31, 2013
<b>MBE Goal:</b>	0%
<b>Small Business Reserve (SBR):</b>	No
<b>Primary Place of Performance:</b>	201 West Preston St., Baltimore, MD 21201
<b>TO Pre-proposal Conference:</b>	201 West Preston St., Baltimore, MD 21201 April 13, 2012 – 9:30 am – Conference Room L-2 See Attachment 6 for directions.

## SECTION 1 - ADMINISTRATIVE INFORMATION

### 1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

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

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

### 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 TOA, Attachment 3, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price 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 (*e-mail size limit is 25 MB*) as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #M00B2400488. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP #M00B2400488Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP #M00B2400488Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 2 - MBE Forms D-1 and D-2
- Attachment 4 - Conflict of Interest and Disclosure Affidavit
- Attachment 13 – Living Wage Affidavit of Agreement

### 1.4 ORAL PRESENTATIONS/INTERVIEWS

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

### 1.5 MINORITY BUSINESS ENTERPRISE (MBE)

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation (Attachment 2 - Forms D-1 and D-2) at the time it submits its TO Proposal. **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time it submits its TO Proposal will result in the State's rejection of the Master Contractor's TO Proposal.**

### 1.6 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 conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 4 this TORFP with its TO Proposal. 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.

### **1.7 NON-DISCLOSURE AGREEMENT**

Certain system documentation may be available for potential Offerors to review at a reading room at 201 W. Preston St., Baltimore, MD 21201. 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 Procurement Officer of this TORFP to schedule an appointment.

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

### **1.8 LIMITATION OF LIABILITY CEILING**

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

### **1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES**

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

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.

### **1.10 Abbreviations and Definitions**

For the purposes of this RFP, the following abbreviations or terms have the meanings indicated below:

<b>Term</b>	<b>Definition</b>
<b>BAFO</b>	Best and Final Offer
<b>COMAR</b>	Code of Maryland Regulations
<b>Contract</b>	The contract pursuant to this RFP
<b>TO Contractor</b>	The selected Offeror
<b>CM</b>	The Contract Manager is a DHMH representative who monitors and assesses the performance of the TO Contractor
<b>IT</b>	Information Technology
<b>Local Time</b>	Time in the Eastern Time Zone as observed by the State of Maryland

<b>MBE</b>	Minority Business Enterprise
<b>NTP</b>	Notice to Proceed
<b>Offeror</b>	An entity that submits a proposal in response to this TORFP
<b>PM</b>	Contract Project Manager
<b>PMBOK</b>	Project Management Body of Knowledge
<b>PMI</b>	The Project Management Institute. PMI provides recognized certification for Project Managers.
<b>PMP</b>	Project Management Plan
<b>TORFP</b>	Task Order Request for Proposal
<b>SDLC</b>	Maryland's System Development Life Cycle located at <a href="http://doit.maryland.gov/policies/Pages/sdlc.aspx">http://doit.maryland.gov/policies/Pages/sdlc.aspx</a>
<b>SOW</b>	Scope of Work
<b>TBD</b>	To Be Determined
<b>WBS</b>	Work Breakdown Structure: The schedule of milestone achievement dates and the staff responsible for those milestones.

## SECTION 2 - SCOPE OF WORK

### 2.1 PURPOSE

DHMH is issuing this CATS II TORFP to obtain financial re-engineering services that will improve its financial systems from the standpoint of improving both business processes and through the recommendation of a new financial platform. Financial components will include: 1) current payment/reconciliation methodology; 2) interface with the Medicaid payment platform; 3) interface of financial platform with service providers; and 4) existing financial platform (PCIS) as a viable tool for the next 10 years.

**Please note that the Offeror awarded this Contract may NOT submit proposal(s) in response to any subsequent DHMH financial systems solicitation(s) associated with the acquisition or implementation of the planned modifications or replacement system and/or peripheral system(s) associated with the project.**

### 2.2 REQUESTING AGENCY BACKGROUND

DDA is an Agency within DHMH that provides funding for a wide range of services for thousands of individuals with developmental disabilities each year. Supported services include residential care, employment, day programs, care coordination, and respite care. The Agency pays for these services under a federal Medicaid waiver and through state-only funding.

DDA's mission is to partner with people with developmental disabilities to provide leadership and resources to live fulfilling lives. Delivery of this mission is intricately tied to the availability of funds and the State's ability to provide services. Key challenges currently facing DDA include:

1. Budget Expansion. DDA's budget in FY 2012 is \$800 million, which includes \$455 million in state general funds. This figure represents an increase of more than \$40 million over FY 2011.
2. Maryland's statute requirement for prospective payments to providers. This presents significant challenges in reconciling payments with actual costs.
3. Rise in DDA Population. DDA expects to support services for approximately 25,000 individuals in FY 2012, which reflects the highest number ever in Maryland.
4. Needs Exceed Resources. DDA's ability to provide services for individuals with disabilities fails to meet the needs of all Marylanders with developmental disabilities. Waiting lists for individuals with developmental disabilities who need services are currently topping out around 7,000. This does not include more than 2,700 individuals who have been identified as "may be having future needs."

The underlying weaknesses within DDA's financial accounting systems led to a FY2010 \$34.4 million budget reversion.

### 2.3 ROLES AND RESPONSIBILITIES

The purpose of this section is to distinguish between Offeror and DHMH roles under the TO.

- A) Procurement Officer - DHMH staff person responsible for managing the procurement process resulting in a Contract for Project Management Services;
- B) TO Contract Manager – The TO Contract Manager is responsible for overseeing all the work required under this contract and approval of deliverables;
- C) TO Contractor – The business awarded the contract for UI Modernization Project Management Services. This company shall designate a primary point of contact for the Contract Manager for issues relating to the Contract, including but not limited to contract invoicing and evaluations.
- D) TO Contractor's PM – The individual selected to serve as Project Manager for the Modernization Project. This individual shall be responsible for meeting all deliverables outlined in Section 2.7.2.



## 2.4 PROFESSIONAL DEVELOPMENT

Hours and actual course costs are the responsibility of the Contractor and may not be applied to the project.

## 2.5 TRAVEL REIMBURSEMENT

- 2.5.1 The Contract does involve travel between the TO Contractor's office and DHMH's offices. It is expected that meetings will be held within Maryland and DC. TO Contractor Personnel shall have valid driver's license and their own transportation.
- 2.5.2 Travel arrangements for out-of-state travel will be made as part of the Maryland team travel arrangements, and TO Contractor Personnel will be entitled to the same reimbursements and per diem as State staff, payable upon receipt of travel expense voucher.
- 2.5.3 Hours spent en-route shall not be billable.

## 2.6 REQUIREMENTS

The TO Contractor shall perform the following tasks in the following two phases:

**First Phase (May-August) - TO Contractor shall map and analyze DDA's current "As-Is" business and financial processes. This includes looking at the interface with the Medicaid Program and with the existing Medicaid Management Information System (MMIS). This interface relates solely to those DDA programs that are covered under a federal waiver or federal grant. This interface supports multiple services and functions, such as, but not limited to: Residential Services, Supportive Employment Services, Day Services, Resource Coordination, Self-Directed Services, Individual Family Care, Individual and Family Support Services, Behavioral Support Services, Community Supported Living Arrangement (CSLA), Money Follows the Person, Utilization Review, and Administrative functions.**

- 2.6.1 TO Contractor shall review the current policies, regulations, and federal waiver documents as identified in above services and function.
- 2.6.2 TO Contractor shall review current legal and legislative mandates pertaining to the above services and function.
- 2.6.3 TO Contractor shall review financial projections & identify controls and improvements, including those findings/recommendations of all external audits & reviews that have taken place within the past three years
- 2.6.4 TO Contractor shall review budget monitoring and forecasting processes.
- 2.6.5 TO Contractor shall review methodologies for developing payment rates.
- 2.6.6 TO Contractor shall seek to understand the State's current organizational environment, including users, systems, policies, functions, and objectives which are being evaluated for implementation of a modification or replacement of PCIS2 system.
- 2.6.7 TO Contractor shall identify the constraints, risk and issues of the current PCIS2 system, including its interface with the DDA Financial Management Information System (FMIS).
- 2.6.8 TO Contractor shall review and map "As-Is" business processes related to appropriate claims payment, including, but not limited to:
  - A) Approving eligibility for waiver and plans of care,
  - B) Preauthorizing services,
  - C) Pre-paying claims against the plans of care,
  - D) Processing claims in PCIS2, processing claims in MMIS,
  - E) Reconciling claims paid through PCIS2 that are rejected by MMIS, and

- F) Inputting rate information into PCIS2.
- 2.6.9 TO Contractor shall examine the capabilities of PCIS2 to appropriately adjudicate claims – this includes examining its reporting capabilities – and the ability for information in PCIS2 to be submitted to the current MMIS platform and the additional interface involving long term care with the Hilltop Institute.
- 2.6.10 TO Contractor shall review guidance given to providers concerning appropriate documentation of services and appropriate submission of information to justify claims payment.
- 2.6.11 TO Contractor shall, through the work completed in 2.6.1 through 2.6.8 above, identify issues related to compliance with federal and State regulations.
- 2.6.12 TO Contractor shall review internal capabilities and roles of current staff in the following areas and perform a gap analysis comparing existing staffing resources and what is required to adequately fulfill necessary responsibilities. To the extent that existing staffing is insufficient, TO shall develop specific job descriptions for positions needed and staffing plan. TO Contractor shall address:
  - A) Policy and regulatory development
  - B) Eligibility processing and approval of plans of care
  - C) Provider enrollment
  - D) Claims adjudication in PCIS2
  - E) Submission of claims to MMIS and reconciliation of problematic claims
  - F) Development of education materials for providers and training of providers
- 2.6.13 TO Contractor shall also address staff development tasks to improve skill sets.
- 2.6.14 TO Contractor shall evaluate and identify IT gaps in the existing architecture and issues in IT governance and process management.
- 2.6.15 TO Contractor shall provide all deliverables as outlined under “2.7.2 DELIVERABLE DESCRIPTIONS/ACCPTANCE CRITERIA.”

**Second Phase (July-August) – TO Contractor shall develop recommendations for improving DDA’s current business and financial processes as identified in Phase I (i.e. “To-be” process description) This includes looking at improving interfaces with the Medicaid Program and with the Medicaid Management Information System (MMIS) and FMIS This phase includes recommendations and options for the modification or replacement of the current DDA financial management system (PCIS2). TO Contractor shall develop an initial implementation plan for each option, including project timeframe, operational feasibility, budgetary and performance challenges. This will be a high level plan and will include both advantages and disadvantages for all identified options..**

**Upon consideration of these recommendations, DDA may choose to pursue a new IT solicitation related to the modification or replacement of PCIS. In this event, said TO Contractor shall draft requirements specifications that will enable DDA to issue a formal solicitation.**

This includes making recommendations related to:

- 2.6.16 Alternatives to the current process of pre-paying for Waiver services.
- 2.6.17 Improvement in the interface between PCIS2 and MMIS, and improvement between PCIS2 and FMIS.
- 2.6.18 Improvements in financial management, including budgeting, forecasting and rate setting, including use of Supports Intensity Scale (SIS) for individual resource allocation.
- 2.6.19 Improvements in budgeting development and monitoring processes, including interface with Maryland’s new waiver tracking system.

- 2.6.20 Improvements in payment and reconciliation processes addressing limitations to the current claims management platforms – including claims processing and federal claiming and necessary system changes and management models (example- procuring an Administrative Service Organization to approve plans of care, preauthorize services and prepare bills for submission to MMIS).
- 2.6.21 Improvements in provider training concerning documentation and submission of claims.
- 2.6.22 Identification and definition of staff roles necessary to implement proposed changes, including job descriptions (by August 31, 2012). This will allow DDA to begin recruitment.
- 2.6.23 Integration of various payment methodologies related to both ongoing services and those of short duration/one-time services.
- 2.6.24 Controls for future costs of Waiver services so that more individuals can be served.
- 2.6.25 Cost containment and revenue enhancing strategies to improve the program.
- 2.6.26 Best financial management practices from other states that could be implemented in Maryland.
- 2.6.27 TO Contractor shall provide a presentation of options, including expected timelines and costs, to either modify or replace PCIS2. Modifications and/or replacement of PCIS2 shall take into consideration potentially useful interfaces with MMIS related to unique programmatic initiatives (e.g. Medicaid’s long-term care programs).
- 2.6.28 TO Contractor shall document Functional and Technical requirements of existing PCIS2 including interfaces and support for services and functions.
- 2.6.29 TO Contractor shall also perform a market analysis. The market and technical analysis will include:
  - 2.6.29.1 Review and analysis a State’s Functional and Technical requirements for PCIS2 against solutions on the market.
  - 2.6.29.2 Review and analysis of State’s unique business process needs for its legacy PCIS2system.
  - 2.6.29.3 Present a report on the market and technical feasibility assessment. TO Contractor shall conduct any additional research, interviews, and analysis as necessary to assessment report.
- 2.6.30 TO Contractor shall provide all deliverables as outlined under “2.7.2 DELIVERABLE DESCRIPTIONS/ACCPTANCE CRITERIA.”

As per the second paragraph under Second Phase description, TO Contractor shall draft a full set of requirements specifications that will enable DDA to issue a formal solicitation for the modification or replacement of PCIS2.

## **2.7 DELIVERABLES**

### **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 Microsoft Office 2000, Microsoft Project 2000 and/or Visio 2000. 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 must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but must:

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

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 will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.6 Invoicing).

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

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) Present information that is relevant to the Section of the deliverable being discussed.

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.

### 2.7.2 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

<b>Deliv. ID</b>	<b>Deliverable</b>	<b>Deliverable Acceptance Criteria</b>	<b>Time of Performance Not to Exceed (NTP + Calendar Days)</b>
2.7.2.1	<b>Project Scope Statement</b>	MS Word document that provides structure for the project in the areas of project scope, time and cost. At a minimum, deliverable will comply with Maryland SDLC.	NTP + 14 Calendar Days
2.7.2.2	<b>Project Organizational Chart</b>	MS Word document that provides a detailed look at the consortium and individual roles within the consortium. At a minimum, deliverable will comply with Maryland SDLC.	NTP + 7 Calendar Days
2.7.2.3	<b>Responsibility Assignment Matrix</b>	MS Word document that provides responsibility guidance to Maryland team members. At a minimum, deliverable will comply with Maryland SDLC.	NTP + 3 Calendar Days
2.7.2.4	<b>Project Staffing Estimates</b>	MS Excel document that provides an estimate of staffing needs from Maryland Team members, Subject Matter Experts and Steering Committee members to complete Requirements. The document will need to be updated later to include development and implementation.	NTP + 21 Calendar Days
2.7.2.5	<b>Work Breakdown Schedule</b>	MS Project document that outlines the tasks through requirements completion. The WBS will need to be updated later to include development and implementation.	NTP + 14 Calendar Days
2.7.2.6	<b>Project Management</b>	MS Word document will be developed with input	NTP + 30

	<b>Plan (PMP)</b>	<p>from the project team and key stakeholders. The plan shall address topics including Scope Management, Schedule Management, Financial Management, Quality Management, Resource Management, Communications Management, Project Change Management, Risk Management, and Procurement Management as defined in the PMBOK. At a minimum, deliverable will comply with Maryland SDLC.</p> <p>Scope, Schedule, Cost, Quality, Staffing, Communication, Risk, Procurement, and Change Management. This plan shall be a Microsoft Word document submitted via e-mail attachment. Once the Contract Manager accepts the PMP deliverable, it will become the baseline to gauge variances and TO Contractor performance. The Word document shall contain or be accompanied by a Microsoft Project file that is a Gantt chart schedule of tasks and time frames for all deliverables. The TO Contractor shall provide a draft copy of the Project Status Report with the Project Management Plan. The TO Contractor shall relegate the Project Status Reports and Gantt chart to a separate part of the document for clarity.</p> <p>The TO Contractor shall update the Gantt chart as needed on a bi-weekly basis and submit it with Project Status Reports.</p>	Calendar Days
2.7.2.7	<b>Functional Requirements document</b>	A final outcome of the requirements for the future Financial System. May use Requisite Pro or similar software. At a minimum, deliverable will comply with Maryland SDLC.	NTP + 300 Calendar Days
2.7.2.8	<b>Non-Functional Requirements Document</b>	A final outcome of the requirements for the future Financial System. May use Requisite Pro or similar software. At a minimum, deliverable will comply with Maryland SDLC.	NTP + 300 Calendar Days
2.7.2.8	<b>Requirements Traceability Matrix</b>	A document that efficiently traces requirements through implementation. May use Requisite Pro or similar software. At a minimum, deliverable will comply with Maryland SDLC.	NTP + 14 Calendar Days
2.7.2.9	<b>Procurement Documents (If needed)</b>	A Microsoft Office document that is approved by the Department of Information Technology for release to secure an implementation/development vendor.	NTP + 120 Calendar Days
2.7.2.10	<b>Requirements Traceability Matrix Update</b>	A Microsoft Excel document that can uniquely track all requirements through the SDLC phases from requirements to implementation	NTP + 300 Calendar Days
2.7.2.12	<b>Phase II Analysis and Recommendations Report</b>	TO Contractor shall deliver a draft version in MS Word Document that documents results of market and technical feasibility analysis. The document shall address the following:	NTP + 250 Calendar Days

		<ul style="list-style-type: none"> <li>o Market survey of available solutions</li> <li>o Capabilities and limitations of current PCIS2 solutions</li> <li>o Technical feasibility of meeting the State’s requirements out-of-the-box including risk and impacts of COTS versus custom development approach</li> <li>o Flexibility of COTS/Custom solutions to meet changing needs within the State</li> </ul> <p>Contractor may propose to add additional content to provide complete information on its feasibility assessment based on its methodology.</p>	
2.7.2.13	<b>Phase I Staffing Needs Analysis</b>	<p>TO Contractor shall deliver a MS Word document that documents:</p> <ul style="list-style-type: none"> <li>• internal capabilities and roles of current staff,</li> <li>• gap analysis comparing existing staffing resources and what is required to adequately fulfill necessary responsibilities, and</li> <li>• To the extent that existing staffing is insufficient, TO shall develop specific job descriptions for needed positions.</li> </ul>	NTP + 60 Calendar Days
2.7.2.14	<b>As-Is Business Process Document</b>	<p>TO Contractor shall deliver a MS Word document that describes existing As-Is business process supported by the PCIS2 system using description and diagrams of the workflows.</p>	NTP + 350 Calendar Days
2.7.2.14	<b>To-Be Business Process Document</b>	<p>TO Contractor shall deliver a MS Word document that describes proposed To-Be business process to be supported by the PCIS2 system using description and diagrams of the workflows.</p>	NTP + 400 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:

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

## 2.9 TO CONTRACTOR PERSONNEL EXPERTISE REQUIRED

The Master Contractor must document a professional level of expertise in the area of financial process change-management within a claims management and Medicaid fee-for-service environment.

## **2.10 TO CONTRACTOR MINIMUM QUALIFICATIONS**

The following minimum qualifications are mandatory. 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:

1. Minimum of 10 years of work with financial management systems of major health care and/or disabilities administrations (i.e. over \$1 billion operating budget)
2. Minimum of 10 years of work with Medicaid payment and billing systems of major health care administrations (over \$1 billion operating budget)
3. 10 years of experience with implementing financial transactional platforms in major enterprise environments (over \$1 billion operating budget)

## **2.11 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS**

Project Manager Minimum Qualification:

1. Minimum of 10 years of work with financial management systems of Medicaid and/or disabilities administrations
2. Minimum of 10 years of project management experience
3. Current Project Management Certification from PMI

Business Analyst Minimum Qualification:

1. Minimum of 10 years of work with financial management systems of Medicaid or disabilities administrations
2. Minimum of 10 years of business analysis experience

Subject Matter Expert Minimum Qualification

1. Minimum of 10 years of work with financial management systems of Medicaid or disabilities administrations
2. Minimum 5 years of direct operational work with disabilities divisions of other states.

## **2.12 PERFORMANCE EVALUATIONS**

TO Contractor personnel shall be evaluated by the TO Manager on a monthly basis for each assignment performed during that period. The established performance evaluation is included as Attachment 14 – Performance Evaluation. Performance issues identified by the DHMH are subject to the mitigation process described in Section 2.13 below.

## **2.13 PERFORMANCE PROBLEM MITIGATION**

In the event the DHMH is not satisfied with the performance of TO Contractor personnel, the mitigation process is as follows. The TO Manager will notify the TO Contractor in writing describing the problem and delineating remediation requirements. The TO Contractor shall have three (3) business days to respond with a written remediation plan. The plan will be implemented immediately upon acceptance by the TO Manager. Should performance issues persist, the TO Manager may give written notice or request immediate removal of the individual whose performance is at issue.

## **2.14 SUBSTITUTION OF PERSONNEL**

The TO Contractor shall not substitute personnel without the prior approval of the DHMH. All requests for substitutions shall comply with Section 2.9.6 of the CATS II Master Contract and Section 2.11 of this TORFP. The TO Manager shall have the option to interview the proposed substitute personnel. If the option to interview is exercised, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.

## **2.15 WORK HOURS**

The TO Contractor's assigned personnel will be available to work an eight-hour day (8:00 AM and 5:00 PM), Monday through Friday except for State holidays and service reduction days.

## **2.16 INVOICING**

The TO Contractor shall submit invoices for payment on a monthly basis by the 15th day of each month for all work completed in the previous calendar month. Supporting invoice backup, timesheet and status report should be submitted along with invoice for payment.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS II Master Contract. A proper invoice for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Attachment 14, is not submitted.

Invoices will reflect costs for hours worked. The TO Contractor shall submit invoices for payment, on or before the 15<sup>th</sup> day of the month following receipt of the approved notice(s) of acceptance from the TO Manager. A copy of the notice(s) of acceptance shall accompany all invoices submitted for payment.

### **2.16.1 INVOICE SUBMISSION PROCEDURE**

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the Department of Health and Mental Hygiene as the TO Requesting Agency, deliverable description, associated TOA number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (timesheet, status report, itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form – Attachment 9) submitted for payment to the Department of Health and Mental Hygiene at the following address:  

Gerald R. Skaw, MBA, USA-Ret. (Also the Task Order Manager)  
Chief Fiscal Officer  
201 West Preston Street  
Baltimore, MD 21201  
Tel: (410) 767-5633  
Fax: (410) 767-5850  
email: [gskaw@dnhm.state.md.us](mailto:gskaw@dnhm.state.md.us)
- C) Invoices for final payment shall be clearly marked as "FINAL" and submitted when all work requirements have been completed and no further charges are to be incurred under the TOA. In no event shall any invoice be submitted later than 60 calendar days from the TOA termination date.

## **2.17 MBE PARTICIPATION REPORTS**

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS II Master Contract by the 15<sup>th</sup> day of each month. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to Department of Health and Mental Hygiene 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 Department of Health and Mental Hygiene. Department of Health and Mental Hygiene will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Procurement Officer and TO Manager.



## **SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS**

### **3.1 REQUIRED RESPONSE**

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

### **3.2 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 II TORFP. A TO Proposal shall contain the following sections in order:

#### **3.2.1 TECHNICAL PROPOSAL**

##### **A) Proposed Services**

**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.

- 1) **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 should include a comprehensive schedule of tasks and estimated times frames for completing all requirements and deliverables, including any tasks to be performed by State or third party personnel.
- 2) **Draft Work Breakdown Structure (WBS):** A matrix or table that shows a break down 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 as appropriate, 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 should be approved through a formal configuration or change management process.
- 3) **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 as appropriate.
- 4) **Draft Risk Assessment:** Identification and prioritization of risks inherent in meeting the requirements in Section 2 - Scope of Work. Includes a description of strategies to mitigate risks. If the Risk Assessment appears as a deliverable in Section 2 – Scope of Work, that version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.
- 5) **Assumptions:** A description of any assumptions formed by the Master Contractor in developing the Technical Proposal. Master Contractors should avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.
- 6) **Proposed Tools:** A description of any tools, for example hardware and/or software applications that will be used to facilitate the work.

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category. The resume should feature prominently the proposed personnel's skills and experience as they relate to the Master Contractor's proposed solution and Section 2 – Scope of Work.
- 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in accordance to Section 2.8.
- 3) Provide the names and titles of the Master Contractor's management staff who will supervise the personnel and quality of services rendered under this TOA.
- 4) Complete and provide, at the interview, Attachment 5 – Labor Classification Personnel Resume Summary.

C) MBE Participation

- 1) Submit completed MBE documents Attachment 2 - Forms D-1 and D-2.

D) Subcontractors

- 1) 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

- 2) 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.
- 3) 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 will be performed.

G) State Assistance

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

#### H) Confidentiality

- 1) A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

#### **3.2.2 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 1 - Completed Financial Proposal with all rates fully loaded.

## **SECTION 4 – TASK ORDER AWARD PROCESS**

### **4.1 OVERVIEW**

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

### **4.2 TECHNICAL PROPOSAL EVALUATION CRITERIA**

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

If the minimum qualifications in Section 2.7 are met, the following are technical criteria for evaluating a TO Proposal in descending order of importance:

- The proposed contractor's ability to meet the scope of work and requirements as outlined in Section 2 of the TORFP.
- The skills and qualifications of the TO contractor's staff assigned to the specific project and their ability to meet each deliverable.

### **4.3 SELECTION PROCEDURES**

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2.8 and quality of responses to Section 3.2.1 of the TORFP. TO Proposals deemed technically qualified will have their financial proposal considered. All others will be deemed not reasonably susceptible to award and will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- B) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- C) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical review will have the greatest weight.

### **4.4 COMMENCEMENT OF WORK UNDER A TOA**

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

**ATTACHMENT 1 – SAMPLE PRICE PROPOSAL**

**SAMPLE PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS II TORFP #  
# M00B2400488 (OPASS 12-10976)**

**LABOR CATEGORIES**

Rates listed shall be fully loaded rates.

Labor Categories	A	B	C
	Hourly Labor Rate	Total Class Hours	Total Proposed CATS II TORFP Price
Year 1 (NTP – 5/31/2013)			
Project Manager	\$	500	\$
Business Analyst	\$	1600	\$
Subject Matter Expert	\$	1600	\$
Optional Year 2 (6/1/2013 – 5/31/2014)			
Project Manager	\$	500	\$
Business Analyst	\$	1600	\$
Subject Matter Expert	\$	1600	\$
<b>Total Evaluated Price</b>			\$

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Tax ID #

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower. Rates must include all direct and indirect costs and profit for the Master Contractor to perform under the TOA.

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

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

**CATS II TORFP # M00B2400488 (OPASS 12-10976)**

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

1. As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
2. The TO Contractor must complete a separate Form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15<sup>th</sup> of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15<sup>th</sup> of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.
3. The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy 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 15<sup>th</sup> of each month, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

# ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

## FORM D – 1

### CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

**This document shall be included with the submittal of the Offeror's TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the Offeror's TO Proposal is not reasonably susceptible of being selected for award.**

In conjunction with the offer submitted in response to TORFP No. M00B2400488, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of \_\_\_ percent and, if specified in the TORFP, sub-goals of \_\_\_ percent for MBEs classified as African American-owned and \_\_\_ percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

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

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

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

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

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

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

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

\_\_\_\_\_  
Address

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE



# ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

## FORM D – 2

### MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE

**This document shall be included with the submittal of the TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the TO Proposal is not reasonably susceptible of being selected for award.**

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number M00B2400488	
<b>List Information For Each Certified MBE Subcontractor On This Project</b>	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

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

### SUMMARY

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

Document Prepared By: (please print or type)

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

SUBMIT AS A .PDF FILE WITH TO RESPONSE

# ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

## FORM D – 2

### MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE (CONTINUED)

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

SUBMIT AS A .PDF FILE WITH TO RESPONSE

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 3**

**OUTREACH EFFORTS COMPLIANCE STATEMENT**

In conjunction with the bid or offer submitted in response to TORFP # M00B2400488, I state the following:

1. Offeror identified opportunities to subcontract in these specific work categories:
  
2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.
  
3. Offeror made the following attempts to contact personally the solicited MBEs:
  
4.  Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.  
  
(DESCRIBE EFFORTS)  
  
 This project does not involve bonding requirements.
  
5.  Offeror did/did not attend the pre-proposal conference  
 No pre-proposal conference was held.

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

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 4**

**SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT**

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

Provided that \_\_\_\_\_ is awarded the TO Agreement in  
(Prime TO Contractor Name)  
conjunction with TORFP No. M00B2400488, it and \_\_\_\_\_,  
(Subcontractor Name)

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

(Describe work to be performed by MBE):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

By:

By:

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

# ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

## FORM D – 5

### MINORITY BUSINESS ENTERPRISE PARTICIPATION TO CONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): _____ <b>Report is due by the 15<sup>th</sup> of the following month.</b>	CATS II TORFP # M00B2400488 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
--	---

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

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

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

Gerald R. Skaw, M.B.A, USA-Retired Chief Fiscal Officer, DDA 201 West Preston Street-4 <sup>th</sup> Floor Baltimore, MD 21201 <a href="mailto:gskaw@dnhm.state.md.us">gskaw@dnhm.state.md.us</a>	
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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

## ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS FORM D – 6

### MINORITY BUSINESS ENTERPRISE PARTICIPATION SUBCONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____  Reporting Period (Month/Year): __/_____  <b>Report Due By the 15<sup>th</sup> of the following Month.</b>	CATS II TORFP # M00B2400488 (OPASS 12-10976) Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____	
MBE Subcontractor Name: _____		
MDOT Certification #: _____		
Contact Person: _____		
Address: _____		
City: _____	State: _____	ZIP: _____
Phone: _____	FAX: _____	
Subcontractor Services Provided: _____		
List all payments received from Prime TO Contractor during reporting period indicated above.  1.  2.  3.  Total Dollars Paid: \$ _____	List dates and amounts of any unpaid invoices over 30 days old.  1.  2.  3.  Total Dollars Unpaid: \$ _____	
Prime TO Contractor: _____		Contact Person: _____

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

Gerald R. Skaw, M.B.A, USA-Retired Chief Fiscal Officer, DDA 201 West Preston Street-4 <sup>th</sup> Floor Baltimore, MD 21201 <a href="mailto:gskaw@dnhm.state.md.us">gskaw@dnhm.state.md.us</a>	
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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

## ATTACHMENT 3 – TASK ORDER AGREEMENT

### CATS II TORFP# M00B2400488 (OPASS 12-10976) OF MASTER CONTRACT #060B9800035

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, DHMH.

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 Department of Health and Mental Hygiene (DHMH), as identified in the CATS II TORFP # M00B2400488 (OPASS 12-10976).
  - b. “CATS II TORFP” means the Task Order Request for Proposals # M00B2400488, dated MONTH DAY, YEAR, including any addenda.
  - c. “Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and TO Contractor dated \_\_\_\_\_.
  - d. “TO Procurement Officer” means Sharon Gambrell. 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 DHMH and TO Contractor.
  - f. “TO Contractor” means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_.
  - g. “TO Manager” means Gerald Skaw 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 II TORFP dated date of TO Proposal – Technical.
  - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS II 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 supercede the Master Contract.
  - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS II TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
    - a. The TO Agreement,
    - b. Exhibit A – CATS II TORFP
    - c. Exhibit B – TO 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 II TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of \_\_\_\_\_, commencing on the date of Notice to Proceed and terminating on Month Day, Year.

4. Consideration and Payment

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

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

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

\_\_\_\_\_  
By: Sharon Gambrell, TO Procurement Officer

\_\_\_\_\_  
Date

Witness: \_\_\_\_\_

## **ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

- A) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C) The 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. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B9800035.
2. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS II TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. This summary is required at the time of the interview.

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

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

## ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (CONTINUED)

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

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

**Contractor’s Contract Administrator:**

\_\_\_\_\_

Signature Date

**Proposed Individual:**

\_\_\_\_\_

Signature Date

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

# ATTACHMENT 6 – DIRECTIONS

## TO THE PRE-TO PROPOSAL CONFERENCE

### DIRECTIONS TO THE STATE OFFICE BUILDING COMPLEX

201 WEST PRESTON STREET,  
BALTIMORE MARYLAND 21201

[Click here for a Yahoo!Map](#) of our address and its surrounding area. Please be patient and give it a moment to load.

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#### FROM THE NORTH OR SOUTH ON I-95

Take the exit for Route I-395 (Downtown Baltimore), staying in the right lane. Continue going straight using the Martin Luther King, Jr. Blvd. off-ramp. Go approximately two (2) miles and turn left at Eutaw Street. Make the next right onto Preston Street. About halfway down the block on the left is a **paid** visitor's parking lot. The O'Conor Building is across the street (tan building).

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#### FROM THE NORTH ON I-83

Follow I-83 to the North Avenue exit. Make a left onto North Avenue. Immediately after you cross the bridge, make a right onto Howard Street. Proceed on Howard Street for almost a half-mile and make a right onto Preston Street (Armory on right corner). Take the second right to the **paid** visitor's parking lot. The O'Conor Building is across the street (tan building).

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#### FROM THE WEST ON I-70

Take I-70 East to I-695 South toward Glen Burnie. Follow I-695 South to I-95 North. Follow I-95 to the exit for Route I-395 North. Take the exit for Route I-395 (Downtown Baltimore), staying in the right lane. Continue going straight using the Martin Luther King, Jr. Blvd. off-ramp. Go approximately two (2) miles and turn left at Eutaw Street. Make the next right onto Preston Street. About halfway down the block on the left is a **paid** visitor's parking lot. The O'Conor Building is across the street (tan building).

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#### FROM ANNAPOLIS AND VICINITY ON I-97

Follow I-97 North toward Baltimore. Exit at the Baltimore Beltway (I-695) West toward Towson. Continue on I-695 to I-95 North. Take the exit for Route I-395 (Downtown Baltimore), staying in the right lane. Continue going straight using the Martin Luther King, Jr. Blvd. off-ramp. Go approximately two (2) miles and turn left at Eutaw Street. Make the next right onto Preston Street. About halfway down the block on the left is a **paid** visitor's parking lot. The O'Conor Building is across the street (tan building).

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## **ATTACHMENT 7 – NOTICE TO PROCEED**

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS II Task Order Agreement # M00B2400488 (OPASS 12-10976)

Dear TO Contractor Contact:

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

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

Sincerely,

Sharon Gambrell

Task Order Procurement Officer

Enclosures (2)

cc: Gerald Skaw

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: Financial Restructuring of the Developmental Disabilities Administration (DDA)

TO Agreement Number: # M00B2400488

Title of Deliverable: \_\_\_\_\_

TORFP Reference Section # \_\_\_\_\_

Deliverable Reference ID # \_\_\_\_\_

Name of TO Manager: Gerald Skaw

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

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

Name of TO Contractor's Project Manager: \_\_\_\_\_

\_\_\_\_\_  
TO Contractor's Project Manager Signature

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

SUBMIT AS REQUIRED IN SECTION 2.7 OF THE TORFP.

## ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Department of Health and Mental Hygiene

TORFP Title: Financial Restructuring of the Developmental Disabilities Administration (DDA)

TO Manager: Gerald Skaw, 410-767-5633

### To:

The following deliverable, as required by TO Agreement # M00B2400488, 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 SECTION 2.7 OF THE TORFP.



## ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this \_\_\_ day of \_\_\_\_\_ 20\_\_\_, 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 II TORFP # M00B2400488for Financial Restructuring of the Developmental Disabilities Administration (DDA). 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 under Section 1.7, 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 Sharon Gambrell, DHMH on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: \_\_\_\_\_ BY: \_\_\_\_\_

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

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

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

# ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

**THIS NON-DISCLOSURE AGREEMENT** (“Agreement”) is made as of this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the State of Maryland (“the State”), acting by and through the Department of Health and Mental Hygiene (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 Financial Restructuring of the Developmental Disabilities (DDA), TORFP No. M00B2400488 dated \_\_\_\_\_, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B9800035; and

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

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

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

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

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

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

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

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

**Department of Health & Mental Hygiene:**

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

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

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

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

## ATTACHMENT 12 – TO CONTRACTOR SELF-REPORTING CHECKLIST

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

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

<p>A) Has there been any substitution of personnel?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, skip to Section 4.)</b></p>
<p>B) Did the Master Contractor request each personnel substitution in writing?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>
<p>C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>
<p>D) Was the substitute approved by the agency in writing?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>
<p><b>Section 4 – MBE Participation</b></p>
<p>A) What is the MBE goal as a percentage of the TO value? <b>(If there is no MBE goal, skip to Section 5)</b>          _____          %</p>
<p>B) Are MBE reports D-5 and D-6 submitted monthly?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</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)          _____          %  <b>(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))</b></p>
<p>D) Is this consistent with the planned MBE percentage at this stage of the project?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>
<p>E) Has the Master Contractor expressed difficulty with meeting the MBE goal?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/></p> <p><b>(If yes, explain the circumstances and any planned corrective actions)</b>          _____</p>
<p><b>Section 5 – TO Change Management</b></p>
<p>A) Is there a written change management procedure applicable to this TO?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>
<p>B) Does the change management procedure include the following?</p> <p><b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> Sections for change description, justification, and sign-off</p> <p><b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements)</p> <p><b>Yes</b> <input type="checkbox"/> <b>No</b> <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?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/></p> <p><b>(If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)</b>          _____</p>

D) Is the change management procedure being followed?

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

**ATTACHMENT 13 – LIVING WAGE AFFIDAVIT OF AGREEMENT**

Contract No. \_\_\_\_\_

Name of Contractor \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**If the Contract is Exempt from the Living Wage Law**

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

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

**If the Contract is a Living Wage Contract**

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

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

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

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

Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

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

Witness Name (Typed or Printed): \_\_\_\_\_

Witness Signature & Date: \_\_\_\_\_

**EXHIBIT A**

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

Printed Name and Address  
of Employee or Agent

Signature

Date

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## ATTACHMENT 14 – PERFORMANCE EVALUATION

(Submitted monthly by the Awarded TO Contractor for feedback from TO Manager)

**TO Contractor / To Contractor Personnel:**

**Date Submitted:**

**Performance Period (Month / Year):**

**Agency Name:**

**TO Manager / Agency Contact:**

**Reference BPO #**



### THE AGENCY SHALL COMPLETE THE INFORMATION BELOW

Work Performance Area	Satisfactory? (Yes / No)
Attendance / Timeliness	
Work Productivity	
Work Quality	
Teamwork	
Communication	
Customer Service	
Project Team PMBOK Performance Area	PMBOK Performance Rating*
Integration Management	
Scope Management	
Time/Schedule Management	
Cost Management	
Quality Management	
Human Resources Management	
Communications Management	

Risk Management	
Procurement Management	
<b>Average PMBOK Performance Rating:</b>	

\*Rating based on PMBOK Performance Rating Criteria below.

The TO Contractor shall maintain a “Satisfactory” for each work performance area above and TO Contractor PM shall maintain an “Average PMBOK Performance Rating” of 3 or higher. Unsatisfactory work performance or an average PMBOK rating below 3 may trigger payment withholding pending corrective action or initiation of mitigation process as defined in Section 2.13.

**The Deliverable “FINANCIAL RESTRUCTURING OF THE DEVELOPMENTAL DISABILITIES ADMINISTRATION” is:**

ACCEPTED       REJECTED (Explain Corrective Action Below)

TO Manager Signature

Date Signed