

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

**LONG TERM SUPPORTS AND SERVICES SYSTEM (LTSS)
SOFTWARE DEVELOPMENT & BUSINESS PROCESS SUPPORT**

CATS+ TORFP # M00B5400109
DHMH/OPASS 15-14168



Department of Health and Mental Hygiene (DHMH)

Issue Date: June 11, 2014

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KEY INFORMATION SUMMARY SHEET

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

TORFP Title:	LTSS System Software Development & Business Process Support
TO Project Number (TORFP #):	M00B5400109 / DHMH/OPASS 15-14168
Functional Area:	Functional Area 2 – Web and Internet Systems
TORFP Issue Date:	June 11, 2014
Questions Due Date and Time:	July 9, 2014 2 PM Local Time
Closing Date and Time:	July 16, 2014 at 02:00PM Local Time
TO Requesting Agency:	Department of Health and Mental Hygiene (DHMH)
Send Questions and Proposals to:	Queen Davis Office Phone: 410-767-5335 Fax: (410) 333-5958 E-mail : queen.davis@maryland.gov
TO Procurement Officer:	Queen Davis Office Phone: 410-767-5335 Fax: (410) 333-5958 E-mail : queen.davis@maryland.gov
TO Contract Monitor:	Susan Harrison Maryland DHMH Office of Health Services 201 West Preston Street, Room 214 Baltimore, Maryland 21201 Telephone: (410) 767-1434 Fax : (410) 333-5333 E-mail: susan.harrison@maryland.gov
TO Type:	Fixed Price
Period of Performance:	<u>Base Period</u> : From award through June 30, 2017 (approximately thirty-six months) <u>Option Years</u> : Two additional one-year option terms (if both awarded, end date would be June 30, 2019)
MBE Goal:	5 % with no sub-goals
VSBE Goal:	0%
Small Business Reserve (SBR):	No
Primary Place of Performance:	Maryland DHMH 201 West Preston Street Baltimore, Maryland 21201

TO Pre-proposal Conference:

Maryland DHMH
Room L-3
201 West Preston Street
Baltimore, Maryland 21201
6/26/2014 at 9-11 AM Local Time
See Attachment 6 for directions.

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT

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

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

1.2 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the TO:

- **TO Procurement Officer** – The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement.
- **TO Contract Monitor** - The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administrative functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS+ Master Contract.
- **TO Manager** – The TO Manager will track and monitor the work being performed through the daily monitoring of activities, coordination with the TO Contractor and DHMH personnel, and be the daily point-of-contact with the TO Contractor to ensure task are progressing, issues and risks are managed, and goals and objectives are met.
- **TO Contractor** – The CATS+ Master Contractor awarded the TO Agreement. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work. The TO Contractor shall provide invoices as specified under Section 2.12 Invoicing. The TO Contractor is responsible for making payments to the TO Contractor personnel.
- **TO Contractor Manager** - TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolve any issues that may arise pertaining to the TO contractor support personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.

The TO Contractor will provide invoices as specified under Section 2.12 Invoicing. The TO Contractor is responsible for making payments to the TO Contractor personnel.

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

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

1.3 TO AGREEMENT

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

1.4 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail inbox.

1.5 ORAL PRESENTATIONS/INTERVIEWS

All Master Contractors and proposed staff will be required to make an oral presentation to State representatives in the form of oral presentations. 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 TO Agreement is awarded to the Master Contractor. The TO Procurement Officer will notify Master Contractor of the time and place of oral presentations.

1.6 QUESTIONS

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

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

1.7 TO PRE-PROPOSAL CONFERENCE

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

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

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

In order to assure adequate seating and other accommodations at the pre-proposal conference please email the TO Procurement Officer indicating your planned attendance no later than three (3) business days prior to the pre-proposal conference. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please contact the TO Procurement Officer no

later than five (5) business days prior to the pre-proposal conference. DHMH will make reasonable efforts to provide such special accommodation.

1.8 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 shall do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include with its TO Proposal a Conflict of Interest Affidavit and Disclosure in the form included as Attachment 4 of this TORFP. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject 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.

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

1.9 LIMITATION OF LIABILITY

The TO Contractor's liability is limited in accordance with Section 27 of the CATS+ Master Contract. The TO Contractor's liability for this TORFP is limited to two (2) times the total TO Agreement amount.

1.10 CHANGE ORDERS

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

1.11 TRAVEL REIMBURSEMENT

Expenses for travel and other costs shall not be reimbursed.

1.12 MINORITY BUSINESS ENTERPRISE (MBE)

For MBE goal and sub-goal information, reference the Key Information Summary Sheet above. A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation at the time of TO Proposal submission (See Attachment 2 Minority Business Enterprise Forms and Section 3 Task Order Proposal Format and Submission Requirements). **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time of TO Proposal submission will result in the State's rejection of the Master Contractor's TO Proposal.**

1.12.1 MBE PARTICIPATION REPORTS

DHMH will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements.

- A) Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS+ Master Contract by the 15th day of each month.
- B) The TO Contractor shall provide a completed MBE Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment 2, Form D-5) to DHMH at the same time the invoice copy is sent.
- C) The TO Contractor shall ensure that each MBE subcontractor provides a completed Subcontractor Paid/Unpaid MBE Invoice Report (Attachment 2, Form D-6).
- D) Subcontractor reporting shall be sent directly from the subcontractor to DHMH. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Manager.

1.13 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)

This TORFP does not have a VSBE subcontract participation goal.

1.14 NON-DISCLOSURE AGREEMENT

1.14.1 NON-DISCLOSURE AGREEMENT (OFFEROR)

Certain system documentation may be available for potential Offerors to review at a reading room at TO Requesting Agency's address. 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 to schedule an appointment.

1.14.2 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

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

1.15 LIVING WAGE

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

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

1.16 IRANIAN NON-INVESTMENT

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

1.17 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

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

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

1.18 MERCURY AND PRODUCTS THAT CONTAIN MERCURY

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

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SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

DHMH is issuing this CATS+ TORFP to obtain one (1) TO Contractor to perform software development and business process support for the LTSS system. The TO Contractor shall provide skilled resources to conduct planning, management, requirements gathering, design, development, implementation, post-implementation support and Tier 2 Help Desk support. The TO Contractor's team shall consist of a Core Team of exactly four (4) full-time, 100% allocated resources. The TO Contractor's Core Team may include more than the minimum of four (4) full-time, 100% allocated resources, provided the Offeror's response clearly presents justification for the additional resources for the Core Team, including the value they add to the project as part of the proposal. The additional full time resources for the Core Team above the four (4) will be priced separately. Additionally, DHMH may also request additional services from time-to-time to support delivery of Work Orders. The Work Order Process is explained in Section 2.12.3 of this document. As part of the evaluation of the proposal for this TO, Master Contractors shall propose exactly the four (4) named resources and shall describe in a Staffing Plan how additional resources shall be acquired to meet the needs of the TO Requesting Agency. All other planned positions, including the additional resources for the Core Team, shall be described generally in the Staffing Plan, and may not be used as evidence of fulfilling company or personnel minimum qualifications.

This CATS+ TORFP is issued to acquire the services of the following four (4) named resources, as defined by:

- TO Contractor Manager
- Lead Business Analyst
- Development Lead
- Quality Assurance (QA) Lead

Operations and maintenance (O&M) is NOT included in this scope of work. O&M, which is the responsibility of a different contractor, includes hosting of production and pre-production environments, operations and maintenance of those environments, and Tier 1 Help Desk operations. It is crucial that the successful TO Contractor work closely with the O&M Contractor to ensure a seamless, integrated approach to delivering functionality for the LTSS applications.

Additionally, the successful TO Contractor shall work to continuously improve and optimize the LTSS system to support business operations. Targeted areas for improvement include user access and role management, claims processing and reconciliation, Help Desk operations, training and communications, and provider functions.

There are two (2) types of work to be performed by the TO Contractor's proposed Core Team including any additional proposed staff as part of the Core team as required to complete the following:

- **Project Support:** includes completion by the TO Contractor of project deliverables, management of the TO Contractor's overall work effort and staff, and coordination and execution of Work Orders. The TO Contractor's Core Team is expected to perform this work. This is a monthly recurring, fixed price element.

- **Work Orders:** includes tasks executed by the TO Contractor, based on the Work Order Process (See Section 2.12.3), to deliver software releases and business process enhancements. DHMH anticipates during the term of the contract there are to be multiple major software releases, requiring the TO Contractor to coordinate multiple iterations simultaneously with releases at any point-in-time being in different stages of the System Development Life Cycle (SDLC). Additionally, smaller-scale system enhancements and business process improvement tasks are anticipated. Therefore, the TO Contractor's proposed Core Team including and any additional proposed staff as part of the Core Team, are expected to perform this work. This is a fixed price, deliverables-based element.

This project consists of an initial *Start-up Period*, *Base Period*, plus two one-year *Option Periods*. There is also an *End-of-Contract Transition Period*, which could occur in the *Base Period* or either of the *Option Periods*. The TO Contractor's proposed Core Team including any additional proposed staff as part of the Core Team, shall be providing Project Support throughout all periods described below.

- **Start-up Period:** Starting at the Notice to Proceed (NTP) and running for 60 calendar days. During the *Start-up Period*, the TO Contractor shall complete initiation, transition and planning tasks/deliverables. Additionally, the Core Team shall perform requirements and design activities to develop a Work Order Request (WOR) for software development to begin for the first release (See Section 2.12.3 Work Order Process).
- **Base Period:** After the *Start-up Period*, the *Base Period*, up to 34 months or 32 months, depending if the *End-of-Contract Transition Period* is conducted in the *Base Period*, the TO Contractor shall provide a Core Team including any additional proposed staff as part of the Core Team, (See Section 2.10) to provide Project Support including requirements and design activities in coordination for development of Work Order and Change Request tasks, based on DHMH's priorities for system modifications and business process improvements. Change Request items are to be approved via the Change Control Process (See Section 2.6.2.9). Major Software Releases are implemented via the Work Order Process (See Section 2.12.3).
- **End-of-Contract Transition Period:** The TO Contractor shall provide a 60-day transition to ensure a quality, smooth, efficient, and timely transition to DHMH or DHMH's agents prior to the end of the contract (See Section 2.8.4.32).
- **Option Periods:** Two one-year *Option Periods* are at the sole-discretion of DHMH and include continuation of the TO Contractor's execution of the scope of work described in detail in this TORFP. If an *Option Period* is awarded, the TO Contractor shall execute the *End-of-Contract Transition Period* at the end of the final *Option Period* awarded.

2.2 REQUESTING AGENCY BACKGROUND

Starting in 2012, Maryland embarked on a transformation of its LTSS system. As programs change and evolve, the need for flexible, responsive technology to manage large volumes of data related to participant application, enrollment, and participation in LTSS is vital to the success of the programs. Federal requirements for quality monitoring and assurance cannot be met without technology support to gather, manage, and analyze data. To meet the need for technology, DHMH has integrated multiple systems to form the LTSS system. The LTSS system supports the extension of the Money Follows the Person Demonstration, Balancing Incentive Program, and Community First Choice State Plan personal care option, offered through the Affordable Care Act (ACA).

2.3 EXISTING SYSTEM DESCRIPTION

The current LTSS system includes the components described below.

In-home Support Assurance System (ISAS): ISAS enables the Maryland Medicaid Program to monitor the delivery of in-home services to eligible Medicaid participants to ensure that services are provided according to the participant's plan of care and by an authorized service provider. Components of ISAS include a phone verification system, a backend interface with external systems, and a web interface providing access to service delivery data to authorized personnel for reporting purposes.

To access the phone verification system providers dial into a toll free number, provide their identifying information, and upon successful authorization the service start time and end time is recorded. The phone verification system utilizes the following voice biometric and location based technologies in order to authenticate service delivery.

- **Integrated Voice Response (IVR):** The ISAS system is capable of receiving phone calls from providers for automated service authorization. A call may be initiated from recipient's home phone landline or another phone (when a One Time Password (OTP) is issued) and the ISAS system guides the providers to enter/speak certain identifying information. This information will be verified against provider and recipient data including plan of care records previously entered in the system. If all information is correct and complies with the plan of care, then ISAS will authorize the service.
- **One Time Password (OTP) –** In most cases the phone verification system verifies the participant based on the phone number assigned to the landline where the service call is initiated. Where a landline is not available, recipients are issued an OTP device. An OTP is a time-synchronized device assigned to participants and used to authenticate when a service takes place. The front of the token card displays a randomly generated number. This number changes every minute and can be traced back to a specific time, which in turn can be used to authenticate service.
- **Voice Verification –** During the enrollment process the provider speaks a name or phrase into the phone system. The ISAS system uses an algorithm to create a sound bite of the provider's voice and stores that sound bite for verification purposes. Each time the provider performs a service call they will have to speak the same phrase. The system will match the sound bite created during the service delivery against the sound bite created during enrollment and authorize service if matched.

In addition to the phone verification capability described above, ISAS interacts with the Maryland Medical Information System (MMIS), and the other components of the LTSS system. Interaction with MMIS serves two purposes. The first is to authenticate provider/patient eligibility through daily batch file transfers of Provider Enrollment, Recipient Eligibility, and Service Rate files. Second, the system, through the use of the EDI MMEE portal will retrieve ANSI X12N 835 Health Care Payment Advice files, and submit X12N 837 Health Care Professional Claim files for claim generation purposes. Interaction with LTSS is established for verification of a recipient's plan of care, and to ensure that the most recent information is validated. Finally, a front-end web interface is available to provide Case

Managers, DHMH employees, and service providers access to a variety of service, exception, and billing reports.

Screening: This component automates the interRAI-MDScreen form, incorporating changes to calculations or algorithms as identified by DHMH. Screening creates alerts that notify a particular jurisdiction of a referral; creates timeframe-based alerts; maintains a summary page of information based on the screening results; automates the process of adding a client to one or more waiver registry lists; and maintains a history of all screening forms that were collected.

Registry: This component provides waiver registries organized by priority level and date; automates the process of placing a client onto a provide registry once the screening forms have been completed, or has refused to complete a screening form; prioritizes the placement of a client based on the interRAI screening algorithm; and, provides the capability to sort waiver registries based on prioritization group and completion date of the screening.

MDS/MMIS: This component imports daily MMIS flat files and matches the records to the LTSS database; updates certain data on the client record including Medicate eligibility status and maintains a history of the data that gets updated by MMIS imports; and, imports DHMH provider files on a weekly basis.

CM Billing: This component provides activity billing functionality including the submissions of claims to MMIS and automatically bills MMIS for case management and nurse monitoring activities through the electronic billing process.

Medical Assistance Personal Care (MAPC): This component checks the client profile and client summary to verify a participant's eligibility and additional medical and technical and financial eligibility information; allows the client to choose and change case management agencies; and, establishes a single plan of service used across multiple programs.

Community First Choice (CFC): This component supports the new State Plan personal care program that centralizes certain services currently being provided under the Living At Home Waiver and Waiver for Older Adults. It provides the ability to check LTSS client profile and client summary to verify participant's eligibility, additional medical, technical and financial eligibilities; allows the client to choose and change case management agencies; provides interRAI assessment to determine participant's level of care including MAPC LOC; reviews and confirm participant's level of care during LOC review; establishes one plan of service that will be use across multiple programs; creates authorization to participate in CFC, as well as the ability to appeal the CFC authorization/enrollment decision; provides MDOD self-direction training capabilities; and, automates participant direction form for clients who are directing their own services, including the ability to develop, monitor, and budget their own plan for services and budget.

Community Options Waiver (CO): This component supports the CO waiver, which is a merged waiver between the existing Living at Home and Waiver for Older Adults (WOA). It provides the ability for participants to play a more involved role in making choices in their application process and ultimately the services they will receive in the community. There are three primary components involved in the application for the CO Waiver:

1. Applicants must first meet the technical requirements of the waiver, which have been modified from the existing technical requirements for LAH and WOA respectively to be lenient to allow for continued qualification for participants that are already enrolled in LAH and WOA.
2. The second component of the application process is meeting the medical requirements of the waiver. For the CO waiver the medical eligibility requirements for an applicant are determined through the InterRAI Assessment, which upon completion determines whether or not the applicant meets the necessary level of care required to be enrolled in the waiver. After being determined to meet the necessary level of care needed, the applicants assigned case management agency takes the recommended plan of care created by the local health department and works with the applicant to develop the actual plan of service that details the exact services the applicant will receive once enrolled in the waiver. The plan of service must go through a review and approval process through DHMH. Another unique feature of the CO Waiver is the applicant's ability to self-direct. Self-directed clients are clients that elect to act as their own case managers.
3. The final component of meeting eligibility for the waiver is the financial eligibility check which is determined by the Division of Eligibility Waiver Services (DEWS). After being determined to meet the three eligibility requirements the client will receive an Authorization to Participate, which notifies DEWS to complete the Overall Decision Form to enroll the applicant and set their waiver services effective date. On a yearly basis applicants are required to go through a redetermination process to ensure that they continue to meet the eligibility requirements of the waiver. The redetermination process is managed independently for the Medical/Technical redetermination and the financial redetermination.

Client Portal: This component is a web-based interactive portal that has a secure sign-in so that clients and their representatives can use it to manage their services and supports. The interactive portal allows participants to view certain information within the LTSS system. The participant has the capability to submit information, such as an update to a participant's plan of service or a reportable event that would alert the Department and/or case manager.

Traumatic and Brain Injury Waiver Program (TBI): This component validates technical eligibility requirements; creates alerts and referrals based on the validation of technical eligibility; maintains current TBI eligibility forms; provides a summary page of medical eligibility as determined by the medical assessment and utilization control agent eligibility determination process; automates client eligibility letters and populate each letter with system data; creates alerts and referrals based on final eligibility determinations; and, maintain all history of application and eligibility data.

Reportable Events (RE): This component provides a summary page that lists current, pending, and recently reported significant events that impact the health, safety, and welfare of participants; provides a web-based portal for non-users of the LTSS system to complete and submit a RE form with is integrated in the participant record in the system; allows DHMH staff or its designee to review submitted REs and attach it to a client record or save it without a link to an individual client record and log attempts to resolve identification and linking issues; creates email alerts for immediate attention and other follow-up based on the content of the RE; limits the ability to view and edit submitted RE forms to authorized staff; generates alerts to the appropriate DHMH staff and case management agency for overdue follow-ups; and, provides referral capability based on responses in the RE form.

Quality Surveys: This component automates quality surveys similar to the MFP Quality of Life survey and the Participant Experience Survey; provides system functionality to aggregate individual responses to the quality surveys within a specific program or across multiple programs; maintains survey page based on results and recently completed surveys, which will be viewable by authorized DHMH staff members; and, generates reports for each of the surveys and make available ad-hoc reporting capabilities.

LTSS Applications Information: The current environment includes the following software components to provide a highly secure, available, reliable and scalable infrastructure to support the 24x7x365 operations of the LTSS applications.

Software Components

- Microsoft .NET for web applications
- Microsoft SQL Server database
- Microsoft SQL Server Reporting Services (SSRS)
- Microsoft Lync Platform
- Seamoan OTP Service
- NeuroTechnology Verispeak
- IBM Connect Direct with Secure+

Software Development Toolkit

- Microsoft .NET 4.0/4.5
- Development Environment: Microsoft VS 2012/2013, Microsoft TFS 2010/2013
- Tools: ASP.NET MVC 4.0, Resharper 8.0, Agatha RSSL, Sitemap 2.5, Kendo UI for ASP.NET, Microsoft VS Test Professional 2013
- Hardware Specification: Intel i7 quad core, 8-16GB memory, 256 SSD or 320GB 10K HDD

Database & Reports Repository

Transactional Database:

- RavenDB 2.5
- 139 collections
- 7 million documents
- 40GB

Reporting Database:

- SQL Server 2012, SSRS 2012
- 146 database tables
- LTSS/ISAS Transactions: 21 million records
- IVR Transactions Log: 86 million records
- Total more than 100 million records
- 60GB

MMIS/MDS Interface

Staging Database:

- SQL Server 2012, SSRS 2012
- 50 tables
- 60 million records
- 12GB

Application Statistics

- 1.6 million Lines of code (excluding empty and comments lines)
- About 700 forms, 1700 screens
- About 182 canned reports and several more ad-hoc reports

List of Potential Enhancements for the LTSS System: DHMH anticipates multiple major software releases during the term of this contract, delivered through the Work Order Process. In addition to the list of potential enhancements provided in the following table, it may be necessary to evaluate and possibly implement additional modifications of the system to support business operations and/or comply with State or Federal requirements.

Subject Area	Description of Potential Modification via Work Orders
interRAI, Plan of Service (POS) and Reportable Events (RE) enhancements	Enhancements to the following functions of the LTSS system: <ul style="list-style-type: none"> ● interRAI – added questions, changing algorithms: <ul style="list-style-type: none"> ○ Medicaid vs non-Medicaid ○ Blood pressure and other health questions ○ Recommended nurse delegation of tasks ○ New users of interRAI ● Plan of Service enhancements, such as: <ul style="list-style-type: none"> ○ Editing and approving one service at a time ○ Ability for Nurse Monitoring (NM) to edit certain services/frequencies ● RE updates <ul style="list-style-type: none"> ○ Updates to current and development of new REs ○ Corrective Action Plan
ISAS	Expansion of ISAS to support call-in for nurse monitors and supports planners
Billing	Expansion of current Billing functionality to include activities performed by the following: <ul style="list-style-type: none"> ● Local Health Department Assessments ● TBI ● MDOD subcontractors ● Medical Day Care providers
Registry	Expansion of the current Registry component to include: <ul style="list-style-type: none"> ● Waiver, TBI, DD ● Import existing registry ● Waves ● Managing the registry
Assessments	Expansion of the current Assessments functionality to include: <ul style="list-style-type: none"> ● Mental Health ● Developmental Disabilities ● 302 assessment for children
Interfaces	New interfaces between the LTSS and the following: <ul style="list-style-type: none"> ● Social Services ● Maryland Access Point / MDoA ● OHCQ background check ● PCIS 2 ● MMIS3

Subject Area	Description of Potential Modification via Work Orders
Quality Surveys	Expansion of the current QS component to include: <ul style="list-style-type: none"> ● MFP Quality of Life survey ● Waiver Quality of Life survey and added questions
Maryland Department of Disabilities (MDOD)	Rollout of LTSS to the MDOD: <ul style="list-style-type: none"> ● Additional forms ● Additional reports ● New roles in system ● Activities log and billing
Medical Day Care	Expansion of LTSS to support Medical Day Care: <ul style="list-style-type: none"> ● Plan of service ● Additional forms ● Additional reports ● New roles in system ● Activities log and billing
Hospice	Expansion of LTSS to support Hospice: <ul style="list-style-type: none"> ● Plan of service ● Additional forms ● Additional reports ● New roles in system ● Activities log and billing
Options Counseling	Expansion of LTSS to support Options Counseling: <ul style="list-style-type: none"> ● LTSS screen ● Referrals ● Semi-Annual Reporting Tool (SART) report
Additional Enhancements to LTSS	Modifications to the following functions in the current LTSS system: <ul style="list-style-type: none"> ● Mass Mailings – Ability to create letters and labels from client profile information ● Automation of exceptions ● Modifications to the Attachments Library capability to support client profile-level attachments ● Modifications to Dashboards for client profile information about claims and the POS ● Single Sign-on (SSO) with partner entities <ul style="list-style-type: none"> ○ MDS Data ○ Convert MDS data to interRAI ○ Run NF LOC algorithm and give LOC ○ Referrals to UCA based on algorithm ● Reports <ul style="list-style-type: none"> ○ Performance tuning of reporting database ○ Additional reports to support business operations – “canned”, ad hoc and on-line selection-driven reports

List of Potential LTSS System Business Process Improvement Areas: In addition to the list provided in the following table, it may be necessary to support improve additional business processes to support operations and/or comply with State or Federal requirements.

Subject Area	Description of Potential Support Required via Work Orders
User Access & Role Management	Strategy and plan to optimize LTSS and DHMH’s business processes for user access and role management to include the following: <ul style="list-style-type: none"> ● Enterprise Approach ● Role Matrix ● Role Descriptions ● User Inventory Management ● Quarterly Reviews
Claims Processing	Strategy and plan to optimize LTSS and DHMH’s business processes for claims processing to include the following: <ul style="list-style-type: none"> ● Activity to Payment Tracking and Reporting ● Reviews to Reduce Exceptions and Improve Process ● First Pass Rate Improvement ● Identify and Implement Business Rules & Edits in ISAS ● Track & Report Claims Rejection Reasons and Implement Improvements
Provider Functions	Strategy and plan to optimize LTSS and DHMH’s business processes for provider functions to include the following: <ul style="list-style-type: none"> ● Voice Print Match Percentage Improvement ● ISAS Validations ● Assess and Reduce Volume of Clock-ins/outs via Help Desk ● Reducing exceptions
Training & Communications	Strategy and plan to optimize LTSS and DHMH’s business processes for training and communications to include the following: <ul style="list-style-type: none"> ● Website Homepages ● Training Site, Content & Delivery ● Satisfaction Surveys

2.4 PROFESSIONAL DEVELOPMENT

The TO Contractor shall ensure continuing education opportunities for the personnel provided to support this TORFP. Further, any IT services personnel obtained under this TORFP shall maintain any required professional certifications for the duration of the resulting TO.

With DHMH prior approval, the time allocated to these continuing education activities for staff deployed to DHMH on a full-time basis may be charged to this task order. Actual course costs, travel, and related expenses are the responsibility of the TO Contractor. Eligible continuing education shall be associated with technologies currently used or anticipated for use by DHMH in the near future.

2.5 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall comply with all applicable laws, regulations, policies, standards, and guidelines affecting information technology and technology projects, which may be created or changed periodically.

The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting security and technology project execution.

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

- The State of Maryland System Development Life Cycle (SDLC) methodology
- The State of Maryland Information Technology Security Policy and Standards
- The State of Maryland Information Technology Non-Visual Access Standards
- The TO Contractor shall follow project management methodologies consistent with the Project Management Institute’s Project Management Body of Knowledge Guide.
- The State’s Information Technology Project Oversight Policies.

2.6 REQUIREMENTS

2.6.1 PROJECT SUPPORT REQUIREMENTS (FIXED PRICE)

The TO Contractor’s proposed Core Team, including any additional resources as part of the Core Team, shall perform the following tasks as part of its services on a monthly fixed price basis:

ID #	Requirement	Deliverable ID # from Section 2.8.4
2.6.1.1	TO Contractor shall complete the <i>Start-up Period</i> within 60 calendar days from the Notice to Proceed (NTP). During the <i>Start-up Period</i> , the TO Contractor shall complete the following:	2.8.4.3
	a. Establish a physical office (See Section 2.6.2.2)	2.8.4.3
	b. Conduct the Kick-off meeting	2.8.4.1
	c. Fully staff key positions (See Section 2.10.1)	2.8.4.3
	d. Develop, with DHMH’s input, a Project Management Plan and Project Work Plan (See Section 2.6.2.5)	2.8.4.2
	e. Develop the Beginning of Contract Transition Plan that includes: <ul style="list-style-type: none"> ○ Clearly defined requirements for all data, documentation, source code and other material that needs to be transferred during this period, including the associated timeframes for completion. DHMH shall have final authority for determining the information required; and, ○ Daily contact with DHMH and work closely and cooperatively with DHMH and the O&M Contractor to 	2.8.4.3

ID #	Requirement	Deliverable ID # from Section 2.8.4
	acquire appropriate software, hardware, records, documentation, contact information, communications infrastructure (e.g. phone lines, networking, etc.) and other requirements deemed necessary by DHMH.	
	f. Develop a Technical Architecture Schematic and Operations Plan that includes the hardware, software, net gear, etc. of the TO Contractors technical infrastructure, roles and responsibilities of staff, methods and procedures for maintenance and operations, monitoring and reporting on system performance, and contact and communications protocols, developed fully in accordance with required State Policies, Guidelines and Methodologies (See Section 2.5).	2.8.4.4
	g. Establish secure connectivity with the O&M Contractor to support migration of code and data	2.8.4.3
	h. Develop a Master Test Plan that includes a test data strategy, including refresh approach for copies of production obtained in collaboration with the O&M Contractor	2.8.4.5
	i. Conduct secure transfer of test data from the O&M Contractor; and, load and validate the test data	2.8.4.3
	j. Implement and maintain a source code Configuration Control Repository and use a configuration control mechanism for all code, release notes, etc. so that releases can be rolled back, if necessary	2.8.4.3
	k. Implement a configuration management tool	2.8.4.6
	l. Implement a document management repository for all deliverables and project artifacts	2.8.4.3
	m. Implement and test a ticketing system that integrates with the O&M Contractor’s system (Microsoft’s Team Foundation Server)	2.8.4.3
	n. Develop a Software Development Plan	2.8.4.7
	o. Develop a Continuity of Operations Plan (COOP)	2.8.4.8
	p. Develop an Integration Plan	2.8.4.9
2.6.1.2	TO Contractor shall develop, with DHMH’s input, other project artifacts including: a. Monthly Progress Reports b. Bi-weekly Project Work Plan updates	2.8.4.10 2.8.4.2
2.6.1.3	TO Contractor shall develop with DHMH and the current O&M Contractor: a. The method for diagnosing reported system issues and determining if the issue is a defect, including which party is responsible for resolving the defect b. The method for merging source code developed and unit	2.8.4.3

ID #	Requirement	Deliverable ID # from Section 2.8.4
	<p>tested by the O&M Contractor for LTSS software that is under the O&M Contractor’s responsibility (i.e. the current O&M Contractor provided software development prior to the contract resulting from this procurement. As such, they may have defects in the base-system that are still being resolved, requiring the M&O Contractor to conduct software development to remedy the defects)</p> <p>c. Integration requirements and approach between the contractors with the defect and change request tracking systems</p>	
2.6.1.4	<p>TO Contractor shall develop a reports strategy to address for updating and adding “canned” reports, ad hoc reporting, and on-line, selection-driven reports. TO Contractor shall ensure the reports repository is up-to-date with data to support business reporting needs, is tuned and performs efficiently to support business operations, and reporting is regularly reviewed to ensure reports support business operations.</p>	2.8.4.4
2.6.1.5	<p>For each major software deployment, TO Contractor shall develop, with DHMH’s input, the following project artifacts:</p> <p>a. Key metrics shall be identified prior to each software release</p> <p>b. Readiness checkpoint meeting, 1 month prior to deployment, with agenda and documentation that address readiness of the technical infrastructure, applications, business (e.g. users, DHMH support, policy, communications, work-arounds, etc.), Help Desk, and software to be deployed</p> <p>c. Detailed deployment strategy and work plan, two weeks prior to deployment</p> <p>d. Test defects reporting, including:</p> <ul style="list-style-type: none"> • Daily defects review meetings, beginning 1 month prior to deployment date • Report shall include summary statistics by severity of proposed, assigned, and resolved defects; additionally, detailed information on each defect shall be available for discussion <p>e. Go/No-go meetings:</p> <ul style="list-style-type: none"> • One week prior to deployment, provides an update on the Readiness Checkpoint • One day prior to the start of critical path release activities (e.g. migration of code to production and/or conversion or migration of data) • Final Go/No-go conducted after business validation, prior to final back-out point <p>f. Daily post-live checkpoints to ensure the system is operating</p>	2.8.4.12-29

ID #	Requirement	Deliverable ID # from Section 2.8.4
	<p>as designed and issues are identified and assessed for determination of actions required to address them in a timely manner</p> <p>g. Additional deployment artifacts:</p> <ul style="list-style-type: none"> • Test Analysis Report • Release Notes • System documentation updates • Help Desk training and knowledge base updates on the new functionality, including the TO Contractor’s Tier 2 Help Desk and the O&M Contractor’s Tier 1 Help Desk • End-user training and/or train-the-trainer materials and training sessions 	
2.6.1.6	TO Contractor shall provide a 30 calendar day warranty period, where the software released is free of defects, on all software releases.	2.8.4.11
2.6.1.7	TO Contractor shall conduct annual COOP tests. Prior to the test, TO Contractor shall provide a COOP test execution plan to the TO Manager and DHMH Project Manager. After the COOP test, the TO Contractor shall provide an after-action report that identifies results of the COOP test, areas for improvement and recommended changes.	2.8.4.8 & 2.8.4.30
2.6.1.8	<p>TO Contractor shall fully cooperate and support reviews conducted by DHMH. At DHMH’s request, TO Contractor shall provide supporting documentation, access to personnel, access to applications and IT systems, and facilitate installation of monitoring and performance testing applications for the review(s). Periodically, DHMH or an entity identified by DHMH shall conduct a review of any or all of the following:</p> <ol style="list-style-type: none"> a. Independent Verification and Validation (IV&V) b. Systems and IT Operations Reviews c. Security Compliance Reviews d. HIPAA Compliance Reviews e. Audit of Actual vs. Required Staffing for Key Resources f. User Interface Section 508 Compliance Reviews 	N/A
2.6.1.9	<p>TO Contractor shall provide timely and thorough response to Corrective Action Plans (CAPs), as required by DHMH, including completion of remediation tasks identified in the CAP and/or TO Contractors response to the CAP.</p> <p>Note: DHMH’s TO Contract Monitor is solely authorized to issue a CAP to the TO Contractor, which could be initiated to remedy a contractual or TO Contractor performance issue or as an outcome from an IV&V.</p>	N/A

ID #	Requirement	Deliverable ID # from Section 2.8.4
2.6.1.10	End-of-Contract Transition: TO Contractor shall provide a transition plan to ensure a quality, smooth, efficient, and timely data transition to the DHMH or DHMH’s agents prior to the end of the contract. Near the end of the Contract term, at a time requested by DHMH, the TO Contractor shall support end-of-contract transition efforts with technical, business, and project support. TO Contractor shall provide and implement with DHMH an End of Contract Transition Plan at least four months before the end of the Contract term, which outlines the steps necessary for transitioning to a new Contractor at the end of the Contract term.	2.8.4.32

2.6.2 TO CONTRACTOR RESPONSIBILITIES

2.6.2.1. The TO Contractor shall provide staffing and resources for the Core Team to fully supply the following services as identified in Section 2.6 Requirements:

- Project Management Services
- Business Analyst Services
- Software Development and Implementation Support Services
- Testing and Quality Assurance Services
- Tier 2 Help Desk Services

2.6.2.2. Physical Office Requirements

a. The TO Contractor shall maintain a physical office within 20 miles of DHMH’s main location. This shall be the primary location for LTSS project coordination. DHMH’s main location is:

DHMH
201 West Preston Street
Baltimore, Maryland 21201

- b. TO Contractor shall have access to a training/UAT facility with a minimum of 20 seats within twenty (20) miles of DHMH. The facility shall be equipped with the necessary furnishings, equipment, software, and secure connectivity to fully support training and/or UAT of major LTSS software releases.
- c. TO Contractor shall conduct all LTSS project work within the United States and include in the technical proposal all locations where work is to be performed and the nature of the work at each location. TO Contractor shall provide an address, phone number and a contact person for each location.

2.6.2.3. Security Requirements

a. The TO Contractor shall comply with the information security requirements of the Health Insurance Portability and Accountability Act Of 1996 (HIPAA).

- b. The TO Contractor shall design the application such that all interface connections to external systems outside the application's firewall are controlled in accordance with the State security standards located on the DoIT's website at <http://doit.maryland.gov/policies/Pages/default.aspx>.
- c. The TO Contractor shall provide documentation of a security audit that will show the results of a security scan from an industry-accepted tool. The TO Contractor shall notify DHMH of the type of tool to be used for the security audit.
- d. The TO Contractor shall ensure the application encrypts all non-public data in transit during the life of the contract.
- e. The TO Contractor shall encrypt all DHMH non-public data that resides on any of TO Contractor's mobile devices during the life of the contract.
- f. The TO Contractor shall inform DHMH of any actual security breach that jeopardizes DHMH's data or the website's processes. The notice shall be made within 15 minutes of the discovery of the breach. Full disclosure of the jeopardized data shall be made and the TO Contractor shall also inform DHMH of what it is doing, or will do, to reduce the risk of additional loss.

2.6.2.4. User Interface Requirements

- a. The TO Contractor shall ensure the application meets the accessibility standards found in Section 508 of the Federal Rehabilitation Act: <http://www.section508.gov/index.cfm?FuseAction=Content&ID=3>. The TO Contractor shall test web applications and submit verification in writing to DHMH and in accordance with industry standards for Section 508. The TO Contractor shall use a tool recognized for testing the 508 standards and that has received DHMH's approval for this purpose.
- b. The TO Contractor shall ensure the application meets the information technology Non-Visual Access regulatory standards found in Maryland regulations: COMAR 17.06.02.01 - .12. Additional information can be found on DoIT's web site at <http://doit.maryland.gov/policies/Pages/nva.aspx>.
- c. The TO Contractor shall ensure the application navigation is consistent, using the same general interface layout throughout the site.

2.6.2.5. Project Management Plans and Schedule

2.6.2.5.1. The TO Contractor shall present a Project Management Plan (PMP) that addresses the following areas:

- a. Project Management artifacts that address the 9 PMBOK Areas
- b. Project personnel and management of the TO Contractor
- c. Risk management plan, including a risk register to track identified risks to resolution
- d. Quality management plan that describes methodology, tools, standards, roles and responsibilities, control and assurances
- e. Detailed written description of any work to be subcontracted, with the name and address of the proposed Subcontractor(s), including MBE Subcontractors
- f. An Issue Identification and Resolution Plan that provides how the TO Contractor shall receive, track, resolve, and communicate solutions of project management issues or

- system deficiencies identified during transition period and the following period of maintenance and support
- g. Staffing management plan that describes roles and responsibilities, corporate governance, identifies key staff by name, role and contact information, project organizational chart, staffing estimates by SDLC phase, staff acquisition plan, training plan and work location(s)
 - h. Procurement management plan for physical assets (office, equipment, software, etc.) and services (subcontractors, significant services – i.e. ISP, telecom, etc.)
 - i. Communication plan
 - j. Project schedule management plan that describes the roles and responsibilities, tools, maintenance, reporting, change control and metrics
 - k. Project Schedule in Microsoft Project that includes the schedule of deliverables
 - l. Periodic updates to the PMP may be deemed necessary and are to be completed by the TO Contractor at no additional cost

2.6.2.5.2. The TO Contractor shall present a Project Schedule that addresses the following areas:

- a. Show major project activities, milestones, and deliverables: (a) from Contract award through transition from the current software development vendor to completion of the follow-on, finished, fully operational LTSS system and (b) from completion of transition through the end of the contract.
- b. All activities broken down to durations are not longer than 80 hours in duration (i.e. 8/80 rule). The Work breakdown structure (WBS) shall follow the DoIT SDLC convention, by major release, as indicated by the hierarchical breakdown displayed here:

1 LTSS PROJECT

1. n Software Release (e.g. October 2014 Release)

1.1. n SDLC Phases (e.g. Requirements)

1.1.1. n Modules or Work Streams (e.g. User Interface)

1.1.1.1. n Deliverables

- c. Identify activities or phases that can be completed independently or simultaneously, as well as those that must be completed in sequence, before another activity or phase can begin.
- d. Include task list that identifies the corresponding responsible party, dependencies, start and end date. The project schedule shall include all necessary tasks and dependencies from DHMH and external parties, including transition-from current vendor.
- e. Be updated weekly, reviewed with DHMH's Project Manager bi-weekly.

2.6.2.6. Application Testing and Implementation

- a. The TO Contractor shall manage unit testing and system testing and provide the resources (staff, data processing, data storage) necessary.
- b. The TO Contractor shall be required to coordinate UAT for the software releases.
- c. The TO Contractor's Test Plan shall plan for UAT to be conducted by representatives from DHMH and/or the user group. TO Contractor shall work with the TO Manager and

representatives designated by the TO Manager to prepare test scripts that are clearly mapped to the requirements. The Test Plan shall include procedures for testing and for how errors will be recorded, tracked, resolved and retested to include unit testing. The Test Plan shall include the full range application functions, including end-to-end transactions.

- d. Failure of the system to pass the acceptance test as determined by the TO Manager may require the TO Contractor to correct the system and the Department may require the acceptance test to be repeated in its entirety.

2.6.2.7. Training

- a. The TO Contractor shall provide onsite trainings at locations in Maryland selected by the Department, which could be at the TO Contractor's training facility, DHMH or other location determined by the State.
- b. The TO Contractor shall provide qualified trainers with expert level experience using the Contractor-provided solution.
- c. The TO Contractor shall update training materials and system manuals as significant changes to the LTSS applications are released.
- d. The TO Contractor shall provide current electronic copies of all training materials in both MS Word and PDF formats, able to be reproduced for future training. DHMH reserves the right to reproduce any and all documents produced by TO Contractor at no cost to the State or any other system user.
- e. The TO Contractor shall provide training materials written at a twelfth grade reading level for the registered user audience and shall include relevant screenshots or other graphics detailing the system.
- f. The TO Contractor shall provide training and support to the O&M Contractor's Help Desk personnel.

2.6.2.8. Post-Implementation Warranty

- a. The TO Contractor shall warranty all application software for the term of the contract.
- b. The TO Contractor shall provide warranty services that resolve any problems with program code that do not meet the requirements of this TORFP or the TO Contractor's accepted proposal.
- c. All warranty services shall be provided at no additional cost to the State.

2.6.2.9. Change Control Process

- a. The TO Contractor shall implement a change control tracking and reporting system that uniquely identifies a change control item with a tracking number, brief description, long description, disposition (e.g. pending, approved, deferred, rejected, deployed, etc.), proposed cost, estimate breakdown (i.e. hours and rate by labor category), priority (1-critical, 2-high, 3-medium, and 4-low), rank, reported by, assigned to, key dates (e.g. identified, submitted to DHMH, approved by DHMH, deployed, etc.), notes/comments, and other fields as mutually agreed upon by DHMH and the TO Contractor.
- b. The TO Contractor shall participate in CCW meetings conducted at least once per month or at DHMH's request. The CCW shall include DHMH's TO Manager, DHMH Project Manager and representatives from key stakeholder groups, as unilaterally determined by DHMH. TO Contractor shall be represented by the DHMH Project Manager as the required

CCW member. Other TO Contractor personnel shall be made available, as necessary, to facilitate productive execution of the CCW. If the CCW does not agree on an item's classification as either a change request, clarification of a requirement or a defect, DHMH's determination shall be final.

- c. The TO Contractor shall prepare for the CCW by compiling candidate CCW items that can be submitted by end users, DHMH personnel, TO Contractor personnel, or other stakeholders. The list of candidate CCW items shall include enough information for the CCW to determine if the TO Contractor is required to formally submit a change request for an item.
- d. If a change request is required, the TO Contractor shall complete a change request form that includes a tracking number, brief description, long description, disposition of "pending", proposed cost, estimate breakdown (i.e. hours and rate by labor category), priority as determined by the CCW (1-critical, 2-high, 3-medium, and 4-low), rank (optional), reported by, assigned to, identified and submitted dates, notes/comments, and other fields as mutually agreed upon by DHMH and the TO Contractor.
- e. CCW shall review proposed change requests. If approved, the TO Contractor shall provide target deployment date and provide updates to DHMH's Project Manager on all change requests that are in process.
- f. The TO Contractor shall provide a Change Request Summary that includes the unique tracking number, short description, cost, date submitted, date approved, current status, approved date, deployment date and any relevant notes or comments. The TO Contractor shall provide a summary of the total cost and quantity of all approved/deployed change requests. "No Cost" change requests are also to be reported on by the TO Contractor.
- g. For all change control items that are deployed, the TO Contractor shall provide a 30 calendar day post-launch warranty period, where the software released is free of defects, prior to billing for the item. Significant defects addressed during the warranty period reset the warranty period, based on the time they are fixed and deployed.

2.6.2.10. Source Code

- a. The TO Contractor shall submit to the State the source code and source code documentation for the LTSS software.
- b. The TO Contractor shall submit to the State within twenty (20) business days of implementation, the source code and documentation of all applications under this TORFP. Thereafter, the TO Contractor shall submit to the State any revisions to the source code within twenty (20) business days of the revision's implementation, along with all documentation of the revision.
- c. The TO Contractor shall allow the State to make additional modifications, upgrades, and enhancements to the software, or to purchase or otherwise acquire such modifications, upgrades, and enhancements, as it sees fit, for the purposes of maintaining and operating all of the current and new applications developed by the TO Contractor under the terms of the contract.

2.6.3 SERVICE LEVEL AGREEMENT (SLA)

During the course of the contract, DHMH shall measure and review TO Contractor performance using various monitoring tools including reports. The TO Contractor shall have in place processes to monitor

and self-report against all performance standards. The TO Manager shall actively participate with the TO Contractor to approve the results and request corrective actions as necessary.

DHMH and the Offeror acknowledge and agree that DHMH will incur damages, including but not limited to loss of goodwill and diversion of internal staff resources, if TO Contractor does not comply with the requirements of the Service Levels set forth below. The parties further acknowledge and agree that the damages DHMH might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.

Therefore, upon a determination by DHMH that the TO Contractor failed to comply with one or more of the specified Service Levels, TO Contractor agrees to pay liquidated damages to DHMH at the rates set forth below. TO Contractor expressly agrees that DHMH may withhold payment on any invoices as a set-off against liquidated damages owed. TO Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss DHMH is anticipated to incur as a result of such violation.

Notwithstanding the use of liquidated damages, DHMH reserves the right to terminate the contract and exercise all other rights and remedies provided in the contract or by law.

The TO Contractor is expected to meet the following Service Levels:

Tier 2 Help Desk SLA:

Service Levels	Metric	Response Availability	Comments
Urgent Issues	Phone call to DHMH Project Manager and/or TO Manager within 15 minutes of discovery	7 days/week, 24 hrs. a day	Some critical defects that impact critical business functions (e.g. claims payment), system outages, data leakage that exposes sensitive data (e.g. HIPAA, PHI), and some missed deadlines (e.g. aborting a Major Release during deployment).
High Priority Issues	Phone call to DHMH Project Manager and/or TO Manager within 1 hour of discovery	7 days/week, 24 hrs. a day	Some critical defects that impact key business functions. System instability or slow performance. Some missed deadlines (e.g. delay to a Major Release)
Normal Issues	Non-applicable; however, should be addressed in weekly project management meetings.	5 days/week, Mon-Fri, 8AM-5PM	Non-critical defects.

Core Team SLA:

Service Levels	Metric	Response Availability	Comments
Core Team Staffing	The TO Contractor shall fully staff all Core Team positions,	NA	Two times (2X) the prorated portion of the Monthly Fixed Price, calculated as

Service Levels	Metric	Response Availability	Comments
	<p>including additional proposed resources, for the entirety of the contract. If the TO Contractor does not provide a Core Team resource, DHMH is required to bear the task burden for the work to have been completed by that resource, which may include the cost of additional contractual resources. Core Team staff includes the following resources:</p> <ul style="list-style-type: none"> • TO Contractor Manager • Lead BA • Development Lead • QA Lead • Any additional resources proposed by TO Contractor <p>If the requirement is not met, TO Contractor will bear the withholding requirements described in the “Comments” column.</p>		<p>follows:</p> <p>Prorated portion = (Workdays each position is vacant divided by # workdays in the month cumulative for ALL Core Team positions) X 2 X Monthly Fixed Price</p> <p>Example: 4 Core Team positions 20 workdays in this particular month 5 workdays vacant in 1 position</p> <p>$(5/(4 \times 20)) \times 2 \times \text{Monthly Fixed Price} = 0.0625 \times 2 \times \text{Monthly Fixed Price}$</p> <p>In this scenario, the liquidated damages would amount to 12.5% of the Monthly Fixed Price.</p>
<p>Failure to Meet Performance Standards for Corrective Action Plan (CAP)</p>	<p>For failure to timely submit a DHMH-approved CAP response by the due date provided by DHMH at the time the CAP is issued.</p> <p>For failure to successfully carry out a DHMH-approved CAP within the time frames outlined in the CAP.</p>	<p>NA</p>	<p>For each workday a CAP response is late, DHMH may assess liquidated damages in the amount of \$500 per workday until an acceptable CAP response is submitted.</p> <p>Additionally, for each workday a CAP action item due date is late; DHMH may assess \$500 per workday until the CAP action items are completed.</p>
<p>Timely Submission of Deliverables</p>	<p>The TO Contractor shall submit deliverables that are substantially correct, accurate and complete, in a manner that reflects DHMH’s desired content by the due date of the</p>	<p>NA</p>	<p>For each workday a deliverable is late, DHMH may assess a \$100 liquidated damages per workday until the deliverable is submitted. Note that the deliverable must meet the quality standards set forth in Section 2.8.</p>

Service Levels	Metric	Response Availability	Comments
	deliverable in the approved Project Work Plan.		

2.6.4 BACKUP / DISASTER RECOVERY

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.6.5 REQUIREMENTS FOR HARDWARE, SOFTWARE, AND MATERIALS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.7 PERFORMANCE AND PERSONNEL

2.7.1 WORK HOURS

- Business Hours Support: The TO Contractor’s collective assigned personnel shall support core business hours (7:00 AM to 6:00 PM), Monday through Friday except for State holidays, Service Reduction days, and Furlough days observed by the DHMH. TO Contractor personnel may also be required to provide occasional support outside of core business hours, including evenings, overnight, and weekends, to support: specific efforts and emergencies to resolve system repair or restoration.
- Scheduled Non-Business Hours Support: After hours support may be necessary to respond to IT Security emergency situations. Additionally, services may also involve some evening and/or weekend hours performing planned system upgrades in addition to core business hours. Hours performing system upgrades would be billed on actual time worked at the rates proposed.
- State-Mandated Service Reduction Days: TO Contractor personnel shall be required to participate in the State-mandated Service Reduction Days as well as State Furlough Days. In this event, the TO Contractor will be notified in writing by the TO Manager of these details.
- Minimum and Maximum Hours: Full-time TO Contractor personnel shall work a minimum of 40 hours per week with starting and ending times as approved by the TO Manager. A flexible work schedule may be used with TO Manager approval, including time to support any efforts outside core business hours. TO Contractor personnel may also be requested to restrict the number of hours TO Contractor personnel can work within a given period of time that may result in less than an eight hour day or less than a 40 hour work week.
- Vacation Hours: Requests for leave shall be submitted to the TO Manager at least two weeks in advance. The TO Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.

2.7.2 PERFORMANCE EVALUATION

TO Contractor personnel will be evaluated by the TO Manager on an as needed basis.

2.7.3 PERFORMANCE ISSUE MITIGATION

At any time during the TO period of performance, should the performance of a TO Contractor resource be rated “unsatisfactory” as documented in the performance evaluation, DHMH will pursue the following mitigation procedures prior to requesting a replacement employee:

- A) The TO Manager shall document performance issues and give written notice to the TO Contractor, clearly describing problems and delineating remediation requirement(s).
- B) The TO Contractor shall respond with a written remediation plan within three business days and implement the plan immediately upon written acceptance by the TO Manager.
- C) Should performance issues persist, the TO Manager may give written notice or request the immediate removal of person(s) whose performance is at issue, and determine whether a substitution is required.

2.7.4 SUBSTITUTION OF PERSONNEL AFTER AWARD

The substitution of personnel procedures is as follows:

- A) The TO Contractor may not substitute personnel without the prior approval of the TO Manager.
- B) To replace any personnel, the TO Contractor shall submit resumes of the proposed personnel specifying their intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.
- C) Proposed substitute personnel shall be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.

2.7.5 PREMISES AND OPERATIONAL SECURITY

- A) TO Contractor employees and subcontractors may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Contractor employees and subcontractors to be accompanied while on secured premises.
- B) TO Contractor employees shall, while on State premises, display their State issued identification cards without exception.
- C) TO Contractor shall require its employees to follow the State of Maryland and DHMH IT Security Policy and Standards throughout the term of the Contract.
- D) The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States citizens, prior to commencement of work under the resulting Contract.
- E) TO Contractor shall remove any employee from working on the resulting Contract where the State of Maryland provides evidence to the TO Contractor that said employee has not adhered to the security requirements specified herein.
- F) The cost of complying with all security requirements specified herein are the sole responsibilities and obligations of the TO Contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

2.8 DELIVERABLES

2.8.1 DELIVERABLE SUBMISSION

For every deliverable, the TO Contractor shall request that the TO Manager confirm receipt of that deliverable by sending an Agency Receipt of Deliverable form (Attachment 8) with the deliverable. The TO Manager will acknowledge receipt of the deliverable via email using the provided form.

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

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

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

For any written deliverable, the TO Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in Section 2.8.3. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in Section 2.8.3.

2.8.2 DELIVERABLE ACCEPTANCE

A final deliverable shall satisfy the scope and requirements of this TORFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in Section 2.8.4 Deliverable Descriptions/Acceptance Criteria.

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

The TO Manager will issue to the TO Contractor a notice of acceptance or rejection of the deliverable in the DPAF (Attachment 9). Following the return of the DPAF indicating "Accepted" and signed by the TO Manager, the TO Contractor shall submit a proper invoice in accordance with the procedures in Section 2.12.2. The invoice must be accompanied by a copy of the executed DPAF or payment may be withheld.

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

Subsequent reviews for a deliverable containing deficiencies will be limited to the original deficiencies and the portions of the deliverable that were dependent on the deficiencies.

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

2.8.3 MINIMUM DELIVERABLE QUALITY

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

Each deliverable shall meet the following minimum acceptance criteria:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable’s content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) In each section of the deliverable, include only information relevant to that section of the deliverable.
- E) Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
- F) Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
- G) Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.

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

2.8.4 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

All deliverables are to be sent via email in electronic format to the TO Manager by the delivery date defined for each item. At the sole discretion of DHMH, delivery dates may be adjusted to accommodate extenuating circumstances. TO Contract shall provide a written request to modify a delivery due date, which required DHMH to provide confirmation if acceptable. Draft deliverables may be requested by the TO Manager prior to the delivery date to ensure the TO Contractor is on the right track in fulfilling the criteria of the deliverable.

The TO Contractor may suggest other subtasks, artifacts, or deliverables to improve the quality and success of the assigned tasks.

NOTE: From time-to-time, updates beyond the initial delivery date to some deliverables may be deemed necessary and shall be performed by the TO Contractor at no additional cost.

ID	Deliverable Name	Acceptance Criteria	Delivery Date
START-UP PERIOD DELIVERABLES to be completed by Project Support resources			
2.8.4.1	Kick Off Meeting	Format: Microsoft Word 2007 Agreed upon agenda and presentation	Within five (5) business days of Notice to

ID	Deliverable Name	Acceptance Criteria	Delivery Date
		materials in Microsoft Office formats for kick-off meeting. The kick-off meeting materials shall cover: <ul style="list-style-type: none"> • Introduction of personnel from the TO Contractor team and DHMH • Review of work plan • Discussion of assumptions, risks and issues • Logistics for communications • Additional topics as determined necessary 	Proceed (NTP)
2.8.4.2	Project Management Plan (including Risk Management Plan and Issue Identification and Resolution Plan) & Project Work Plan	Format: Microsoft Word 2007 (PMP); Microsoft Project 2007 (Project Work Plan) The PMP shall meet the requirements set out in Sections 2.6.2.5 and fully in accordance with required State SDLC Methodology.	Initially, within twenty (20) business days of NTP Updates to the Project Work Plan bi-weekly thereafter
2.8.4.3	Beginning of Contract Transition Plan	Format: Microsoft Word 2007 Includes a planned approach for transitioning all contract activities within the specified 60 calendar day timeframe. The plan shall include the TO Contractor's: <ol style="list-style-type: none"> 1. Proposed approach 2. Tasks, subtasks, and schedule for activities 3. Organizational Governance Chart 4. Project Team Organization Chart 5. Contract list of all key personnel and executives involved in the project 6. A high-level timeline that encompasses all major project-related activities 7. Identification of any potential risks or issues to timely implementation, and proposed mitigations 8. A detailed description of a process for review, revision, and approval of all deliverables and project artifacts to be approved by DHMH 	Within ten (10) business days of NTP
2.8.4.4	Technical Architecture	Format: Microsoft Word 2007; Visio 2007 (diagrams and schematics)	Within ten (10) business days of

ID	Deliverable Name	Acceptance Criteria	Delivery Date
	Schematic and Operations Plan	Although the O&M Contractor provides the development, testing and production environments, it is anticipated the TO Contractor shall have technical infrastructure that is networked with the O&M Contractor's infrastructure. To support networking and integration, the TO Contractor shall provide a technical architecture (hardware, software, net gear, etc.) schematic of its technical infrastructure, roles and responsibilities of staff, methods and procedures for maintenance and operations of TO Contractor's technical infrastructure, and communications protocols.	NTP
2.8.4.5	Test Master Plan	Format: Microsoft Word 2007 Microsoft Word document that provides a Test Master Plan fully in accordance with required State SDLC Methodology.	Within twenty (20) business days of NTP
2.8.4.6	Requirements Traceability Matrix (RTM)	Format: tool to be identified by TO Contractor; however, ability to export RTM in either Microsoft Word 2007 or Excel 2007 TO Contractor shall implement a configuration management tool that tracks objects from business requirement to deployed system functionality with the ability to generate a RTM upon request. At a minimum, the tool should track the following items along with the resource assigned for business requirements, functional requirements, software modules and the versioning of source code, test cases, test results, defects, etc. The RTM shall be implemented fully in accordance with required State SDLC Methodology.	Within thirty (30) business days of NTP
2.8.4.7	Software Development Plan	Format: Microsoft Word 2007 The Software Development Plan describes the TO Contractor's software development methodology; including, configuration management approach and tools, stage containment, source code library, versioning method and escrow approach, coding standards and conventions, approach for packaging releases, development and debugging tools,	Within twenty (20) business days of NTP

ID	Deliverable Name	Acceptance Criteria	Delivery Date
		etc. The deliverable shall be implemented fully in accordance with required State SDLC Methodology.	
2.8.4.8	Continuity of Operations Plan (COOP)	Format: Microsoft Word 2007 The COOP shall describe the TO Contractor’s protocols, including communications with DHMH, for interruptions in normal business operations. The COOP shall explain how the TO Contractor will mitigate downtime and ensure protocols are in place for the continuity of operations for the software development for the LTSS system.	Within twenty (20) business days of NTP
2.8.4.9	Integration Plan	Format: Microsoft Word 2007 The Integration Plan shall be implemented fully in accordance with required State SDLC Methodology.	Within twenty (20) business days of NTP
2.8.4.10	Monthly Progress Reports	Format: Microsoft Word 2007 Document coordinated with monthly schedule updates. The Monthly Progress Reports shall include: <ul style="list-style-type: none"> • Updated deliverables tracking matrix • Updated Issues / Risks reporting • Project financial update, based on deliverables with cost tracking by SDLC phases • Reporting on system performance • Updated staffing plan • Project performance reporting with metrics for schedule, budget, staffing, quality and scope • Other items as mutually agreed upon Note: Monthly Progress Reports are required every month throughout the project, regardless of Period.	Every month by the 5 th business day of the following month
2.8.4.11	Weekly Defect Reports	Format: Microsoft Excel 2007 List of known software defects by tracking number, severity, brief description, disposition and target implementation date (required for 1 – Critical and 2 – High defects, optional for 3 –	Initial report within twenty (20) business days of NTP, weekly thereafter

ID	Deliverable Name	Acceptance Criteria	Delivery Date
		Medium and 4 – Low defects).	
MAJOR SOFTWARE RELEASE DELIVERABLES (This section ONLY for Work Orders.)			
2.8.4.12	Work Order Stage 1 Proposal	Format: Microsoft Word 2007 Based on Attachment 17 Sample Work Order, proposal to fulfill the DHMH-provided Stage 1 WOR by completing the requirements and design phases with Use Case(s) and completed design as the phase deliverables.	Within ten (10) business days upon receipt of DHMH-provided Stage 1 WOR
2.8.4.13	Use Case	Format: Microsoft Word 2007 Captures findings from all requirements-gathering meetings, both formal and informal, compiled into a single requirements document. This document will also include all appropriate business process models, business requirements, actors and roles, business logic and other relevant information that enables DHMH to confirm the TO Contractor has captured the desired capabilities developed fully in accordance with required State SDLC Methodology.	TBD
2.8.4.14	Design	Format: Microsoft Word 2007; Excel 2007 (tables, unless embedded in MS Word); Visio 2007 (diagrams) Design deliverable shall capture all functional requirements necessary to achieve the business requirements, by demonstrating the flow of data through the system. Upon acceptance of the design, functional requirements baseline is established. TO Contractor shall use one of the following methods to achieve the design deliverable: <ul style="list-style-type: none"> • Conference Room Pilot (CRP) with system mock-ups and demonstration of data flowing through the system; and/or, • Detail design specification (DDS); and/or, • Functional Requirements Document (FRD); and/or, • Prototype demonstration of the system component(s) to be delivered to meet the objectives of the Work Order. 	TBD
2.8.4.15	Work Order Stage 2	Format: Microsoft Word 2007	Within ten (10)

ID	Deliverable Name	Acceptance Criteria	Delivery Date
	Proposal	Proposal to fulfill the DHMH-provided Stage 2 WOR for TO Contractor to complete development, testing (including UAT), training and launch.	business days upon receipt of DHMH-provided Stage 2 WOR
2.8.4.16	User Acceptance Test (UAT) Plan and Support	Format: Microsoft Word 2007 or Excel 2007 The TO Contractor shall provide test scripts, approach and schedule for DHMH-identified stakeholders to execute UAT. The final UAT deliverable is the supporting the UAT testing including the documentation of the UAT testing in a summary report with identified defects and candidate change request items.	TBD
2.8.4.17	Test Analysis Report	Format: Microsoft Word 2007 or Excel 2007 Test Analysis Report shall record results of tests, present the capabilities and deficiencies for review and provide a means for assessing software progression to the next stage of development or testing and developed fully in accordance with required State SDLC Methodology.	TBD
2.8.4.18	Training	Format: Microsoft Word 2007, Excel 2007 or Powerpoint 2007 For each Major Software Release or as deemed necessary by DHMH, the TO Contractor shall conduct in-person training sessions focusing on usability and functionality with end-users and key stakeholders. Webinars, conference calls, online demonstrations, presentations, and other decentralized training methods can be used in lieu of or in addition to in-person training, as deemed appropriate by DHMH.	Within ten (10) business days prior to software release “go live” or in an alternate timeframe as deemed necessary by DHMH
2.8.4.19	Training Plan	Format: Microsoft Word 2007 The Training Plan shall ensure that the schedule accounts for all necessary training needs to successfully implement, operate, and maintain the system. The deliverable includes the schedule, locations, logistics, materials to be developed, roles & responsibilities,	Within twenty (20) business days prior to software release “go live”

ID	Deliverable Name	Acceptance Criteria	Delivery Date
		communications and promotion of the training, approach for tracking and reporting of those scheduled to attend.	
2.8.4.20	Training Summary	Format: Microsoft Word 2007 or Excel 2007 By session, list of attendees and their role, summary statistics, summary of attendee feedback, recommendations for improvement.	Within two (2) business days after a training session
2.8.4.21	Readiness Checkpoints	Format: Microsoft Word 2007 Readiness checkpoints shall be conducted one (1) month prior to deployment, with agenda and documentation that address readiness of the technical infrastructure, applications, business (e.g. users, DHMH support, policy, communications, work-arounds, etc.), Help Desk, and software to be deployed.	Within twenty (20) business days prior to software release “go live” or in an alternate timeframe as deemed necessary by DHMH
2.8.4.22	Detailed Deployment Strategy and Work Plan	Format: Microsoft Word 2007 and Microsoft Project 2007 (work plan) Description of activities, processes, roles and responsibilities and hour-by-hour timeframes of the deployment of a Major Software Release. Contact information of all key personnel involved in the deployment, including decision-making personnel is mandatory.	Within ten (10) business days prior to software release “go live” or in an alternate timeframe as deemed necessary by DHMH
2.8.4.23	Test Defects Reports	Format: Microsoft Word 2007 or Excel 2007 Test defects reporting, including: <ul style="list-style-type: none"> • Daily defects review meetings, beginning 1 month prior to deployment date • Report shall include summary statistics by severity of proposed, assigned, and resolved defects; additionally, detailed information on each defect shall be available for discussion 	Beginning twenty (20) business days prior to software release “go live” and daily up to the date of the code freeze
2.8.4.24	Go/No-Go Meetings	Format: Microsoft Word 2007 <ul style="list-style-type: none"> • One (1) week prior to deployment, provides an update on the Readiness Checkpoint • One (1) day prior to the start of critical 	Initially, within five (5) business days prior to software release “go live” Deployment start

ID	Deliverable Name	Acceptance Criteria	Delivery Date
		path release activities (e.g. migration of code to production and/or conversion or migration of data) <ul style="list-style-type: none"> Final Go/No-Go conducted after business validation, prior to final back-out point 	go/no-go within one (1) business day prior to software release “go live” Final Go/No-Go after business validation but prior to final back-out point
2.8.4.25	Post-live Checkpoints	Format: Microsoft Word 2007 Daily post-live checkpoints to ensure the system is operating as designed and issues are identified and assessed for determination of actions required to address them in a timely manner.	First business day with live release, continuing daily until DHMH determines they can be scaled back
2.8.4.26	System Documentation Updates	Format: Microsoft Word 2007 User Manuals and other reference material.	Within five (5) business days prior software release “go live”
2.8.4.27	Help Desk Training and Knowledgebase Updates	Format: Microsoft Word 2007 or Powerpoint 2007 The TO Contractor shall provide training and support to the Help Desk. Additionally, the TO Contractor shall collaborate with and support the updates to the knowledge base by the O&M Contractor.	Within five (5) business days prior software release “go live”
2.8.4.28	Release Notes	Format: Microsoft Word 2007 Release Notes describe the functionality of a software release at a high-level and are required for ALL software deployed (defect fixes, change requests, major releases, etc.) and shall be implemented fully in accordance with required State SDLC Methodology.	Within five (5) business days prior software release “go live”
2.8.4.29	Software Escrow and Documentation	Contractor shall submit to the State any revisions to the source code within twenty (20) business days of the revision’s implementation, along with all documentation of the revision.	Within twenty (20) business days after software release “go live”

ANNUAL DELIVERABLES to be completed by Project Support resources

ID	Deliverable Name	Acceptance Criteria	Delivery Date
2.8.4.30	Annual COOP Test	<p>Format: Microsoft Word 2007, Excel 2007 and Microsoft Project 2007 (work plan)</p> <p>On an annual basis, the TO Contractor shall conduct a test of its COOP plan.</p> <p><i>COOP Test Plan</i> – Shall contain information that defines tasks, roles & responsibilities, timelines, communications, verification process and goals and objectives of the Annual COOP Test.</p> <p><i>COOP Test After Action Report</i> – identifies the results of the Annual COOP Test, including areas for improvement and recommended changes.</p>	<p>Conducted annually, at least twenty (20) business days prior to the end of the contract year.</p> <p><i>COOP Test Plan</i> – within ten (10) business days prior to start of the COOP Test.</p> <p><i>COOP Test After Action Report</i> – within ten (10) business days after the conclusion of the test.</p>
2.8.4.31	Annual Section 508 Compliance Verification	<p>Format: Microsoft Word 2007</p> <p>Section 508 compliance verification that meets the requirements set out in Section 2.10.4.</p>	<p>Conducted annually, at least twenty (20) business days prior to the end of the contract year.</p>
END OF CONTRACT TRANSITION PERIOD DELIVERABLES to be completed by Project Support resources			
2.8.4.32	End of Contract Transition Plan	<p>Format: Microsoft Word 2007</p> <p>Defines tasks, roles & responsibilities, timelines, communications, and processes to transition TO Contractor’s activities to a new Contractor, DHMH or other party identified by DHMH.</p>	<p>Within four (4) months before end of contract term.</p>

2.9 MINIMUM QUALIFICATIONS

2.9.1 OFFEROR’S COMPANY MINIMUM QUALIFICATIONS

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

minimum qualifications. The Master Contractor’s proposal shall demonstrate meeting the following minimum requirements:

- Minimum of three (3) years of experience developing care management systems; and,
- Minimum of two (2) years of experience with interRAI; and,
- Minimum of three (3) years of experience developing billing and service validation solutions; and,
- Minimum five (5) years of experience developing large-scale IT solutions utilizing industry-proven software development standards, methods and tools, similar in size and scope to this project.

2.9.2 OFFEROR’S PERSONNEL MINIMUM QUALIFICATIONS

Only those Master Contractors supplying key proposed personnel that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation.

TO Contractor’s proposed resources shall meet all minimum qualifications for the labor category proposed, as identified in the CATS + Master Contract Section 2.10 plus the following minimum qualifications. Resumes shall clearly outline starting dates and ending dates for each applicable experience or skill.

The TO Contractor shall maintain Core Team staff (key resources) dedicated 100% to the project. The Core Team shall include the following resources:

- TO Contractor Manager
- Lead Business Analyst
- Development Lead
- Quality Assurance (QA) Lead

Minimum Qualifications for Core Team Resources	
Labor Category	Minimum Qualifications
TO Contractor Manager	<p>Education:</p> <ul style="list-style-type: none"> • Bachelor’s Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related discipline. <p>General Experience:</p> <ul style="list-style-type: none"> • Current PMI Certification as a PMP. • At least eight (8) years of experience in project management. <p>Specialized Experience:</p> <ul style="list-style-type: none"> • At least five (5) years of experience in managing software development projects; and, • A leadership role in at least three (3) successful projects that were delivered on time and on budget (provide references with contact information); and, • At least three (3) years of experience developing systems with similar software applications and IT infrastructure as the LTSS system; and, • Within the last five (5) years, has experience planning, implementing, and project managing software applications and hardware solutions

	<p>from conception to implementation; and,</p> <ul style="list-style-type: none"> • At least three (3) years experience in a management role in the healthcare industry; and, • At least one (1) year of experience managing an IT project utilizing the State of Maryland Required Policies, Guidelines and Methodologies.
Lead Business Analyst	<p>Education:</p> <ul style="list-style-type: none"> • Bachelor’s Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related discipline. <p>General Experience:</p> <ul style="list-style-type: none"> • Five (5) years of experience with current and emerging IT products, services, processes, and methodologies, along with a continuing understanding of the business function and process; and, • Five (5) years of experience with requirements elicitation and definition, requirements planning and management, gap analysis, requirement documentation, requirement verification and validation, conducting feasibility studies, preparing business cases, solution assessment and validation; and, • Three (3) years of experience conducting requirements gathering sessions to develop Use Case deliverables, requirements traceability matrices (RTM) and developing design documents. <p>Specialized Experience:</p> <ul style="list-style-type: none"> • Two (2) years of experience with care management systems or other relevant healthcare solutions; and, • Minimum one (1) years of experience with interRAI.
Development Lead	<p>Education:</p> <ul style="list-style-type: none"> • Bachelor’s Degree from an accredited college or university in Engineering, Computer Science, Information Systems, or other related discipline. <p>General Experience:</p> <ul style="list-style-type: none"> • Five (5) years of experience in all phases of the software engineering lifecycle; and, • Five (5) years of experience in requirement analysis, forming technical design documents, developing software, unit testing, system testing and the creation of implementation plans for complex projects. <p>Specialized Experience:</p> <ul style="list-style-type: none"> • Two (2) years of experience with Microsoft Team Foundation Server (TFS) or other applications lifecycle management tool; and, • Two (2) years of experience with care management systems or other relevant healthcare solutions; and, • Two (2) years of experience with development and implementation of EDI HIPAA X12 transactions.
Quality Assurance (QA) Lead	<p>Education:</p> <ul style="list-style-type: none"> • Bachelor’s Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or

	<p>other related discipline</p> <p>General Experience:</p> <ul style="list-style-type: none"> • At least two (2) successful projects managing the testing of large-scale software development solutions (provide references and contact information); and, • Two (2) years of experience management the testing phases of the SDLC; and, • Five (5) years of experience working with quality control methods and tools. <p>Specialized Experience:</p> <ul style="list-style-type: none"> • Two (2) years of experience with Microsoft Team Foundation Server (TFS) or other applications lifecycle management tool; and, • One (1) years of experience with care management systems or other relevant healthcare solutions.
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2.10 TO CONTRACTOR AND PERSONNEL OTHER REQUIREMENTS

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

2.10.1 TO Contractor Personnel

- a. TO Contractor shall maintain Core Team staff (key resources) dedicated 100% to the project. The Core Team shall include the following resources:
 - o TO Contractor Manager
 - o Lead Business Analyst
 - o Development Lead
 - o Quality Assurance (QA) Lead

The preferred qualifications for these resources include:

Preferred Qualifications for Core Team Resources	
Labor Category	Preferred Qualifications
TO Contractor Manager	<p>Preferred Experience:</p> <ul style="list-style-type: none"> • Excellent verbal and written communication skills • Master’s degree • Experience completing deliverables utilizing the SDLC templates from the State of Maryland Department of Information Technology (DoIT) • One (1) year of experience in managing State of Maryland Major IT Delivery Projects (MITDP)
Lead Business Analyst	<p>Preferred Experience:</p> <ul style="list-style-type: none"> • One (1) year of experience with State of Maryland SDLC deliverable templates.
Development Lead	<p>Preferred Experience:</p> <ul style="list-style-type: none"> • One (1) year of experience with State of Maryland SDLC deliverable templates.
Quality	<p>Preferred Experience:</p>

Assurance (QA) Lead	<ul style="list-style-type: none"> • One (1) year of experience with State of Maryland SDLC deliverable templates.
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- b. TO Contractor shall provide other optional resources, which are not required to be 100% dedicated at all times, for example:
 - Project Executive
 - Solution Architect
 - Data Architect
 - System Administrator(s)
 - Database Administrator(s) (DBA)
 - Trainer(s)
- c. Resume for each Core Team resources shall be submitted with TO Contractor’s Technical Proposal.
- d. The level of effort to perform the necessary tasks to complete either a Change Request that is approved through by the change control workgroup (CCW) (See Section 2.10.9) or a Work Order that is approved by DHMH (See Section 2.12.3) on-time, within budget and of a high quality requires the TO Contractor to obtain, sustain, and coordinate a pool of skilled personnel resources. The TO Contractor shall possess the ability to ramp up resources to meet staffing needs for software development and business process support, either via a Change Request or Work Order.
- e. The TO Contractor shall possess the ability to source, train and retain high-performing personnel with the competencies, skill domains and experience necessary to successfully meet the requirements of this project. TO Contractor shall ensure minimal turnover of personnel with direct knowledge and experience with this project’s business processes, software, organizations, and technology.
- f. To the extent possible and to provide the best value to the State, the TO Contractor shall leverage Core Team and other key resource hours included in the Project Support component in the work performed to deliver on Work Order and/or Change Request items.
- g. TO Contractor shall describe in their proposal the anticipated staffing mix (i.e. Core Team and other optional resources) by project period (See Section 2.1) to support the Project Support component.

2.11 RETAINAGE

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.12 INVOICING

Invoicing shall be submitted monthly. Invoicing shall reflect costs for DHMH-approved fixed price deliverables during the month [completion and acceptance of deliverables as defined in 2.9.2] and shall be accompanied by signed notice(s) of acceptance (DPAF) for all invoices submitted for payment. Payment of invoices will be withheld if a signed Acceptance of Deliverable Form (Attachment 9) is not submitted.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract. Proper invoices for payment shall contain the TO Contractor's Federal Tax

Identification Number, as well as the information described below, and shall be submitted to the TO Manager for payment approval.

Payment will only be made upon completion and acceptance of the deliverables as defined in Section 2.8.

2.12.1 TIME SHEET SUBMISSION AND ACCEPTANCE

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.12.2 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) A proper invoice shall identify “DHMH” as the recipient and contain the following information: date of invoice, TO Agreement number, deliverable description, deliverable number (e.g., “2.7.4.1.”), period of performance covered by the invoice, a total invoice amount, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall email the original of each invoice and signed DPAF (Attachment 9), for each deliverable being invoiced to the DHMH at susan.harrison@maryland.gov, with a copy to the DHMH Project Manager.
- 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 TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.12.3 WORK ORDER PROCESS

- A) Additional services will be provided via a Work Order process and will be issued for fixed price pricing.
- B) The TO Manager shall e-mail a WOR (See Attachment 17) to the TO Contractor to provide services that are within the scope of this TORFP. The WOR will include:
 - 1) Technical requirements and description of the service or resources needed
 - 2) Performance objectives and/or deliverables, as applicable
 - 3) Due date and time for submitting a response to the request
 - 4) Required place(s) where work must be performed
- C) The TO Contractor shall e-mail a response to the TO Manager within the specified time and shall include at a minimum:
 - 1) A response that details the TO Contractor’s understanding of the work;
 - 2) A price to complete the WOR using the format provided in Attachment 17.
 - 3) A description of proposed resources required to perform the requested tasks.
 - 4) An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks.
 - 5) State-furnished information, work site, and/or access to equipment, facilities, or personnel

- 6) The proposed personnel resources, including any subcontractor personnel, to complete the task.
- D) The TO Manager will review the response and will confirm the proposed prices are acceptable.
- E) The TO Manager may contact the TO Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the TO Contract Monitor for approval. The TO Contract Monitor could issue a change order to the TORFP if appropriate.
- F) Proposed personnel on any type of Work Order shall be approved by the TO Manager. The TO Contractor shall furnish resumes of proposed personnel specifying their intended labor category from the CATS+ Labor Categories proposed in the TO Proposal. The TO Manager shall have the option to interview the proposed personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the personnel.
- G) The TO Manager will issue the Notice to Proceed (NTP) after the Work Order is approved and/or any interviews are completed.
- H) Major Software Releases may be required to go through the Work Order Process in two-stages:
- *Stage 1* – DHMH provides a WOR for requirements and design, the TO Contractor submits a proposal that, if accepted, results in the development of requirements via the Use Case deliverable and design; if approved,
 - *Stage 2* – DHMH provides a second WOR for development and implementation, the TO Contractor completes a proposal for and executes (pursuant to DHMH approval of the proposal) development, testing, training, launch, support and post-launch warranty.

SECTION 3 - TASK ORDER PROPOSAL FORMAT & SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS+ TORFP shall respond no later than the submission due date and time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal; or 2) a completed Master Contractor Feedback Form. The feedback form helps the State understand for future contract development why Master Contractors did not submit proposals. The form is accessible via the CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

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

3.2 SUBMISSION

The TO Proposal shall be submitted via two e-mails, each not to exceed 10 MB.

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

- Subject line “CATS+ TORFP # M00B5400109 Technical” plus the Master Contractor Name
- One attachment labeled “TORFP M00B5400109 Technical - Attachments” containing all Technical Proposal Attachments (see Section 3.3 below), signed and in PDF format.
- One attachment labeled “TORFP M00B5400109 Technical – Proposal” in Microsoft Word format (2007 or later).

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

- Subject line “CATS+ TORFP # M00B5400109 Financial” plus the Master Contractor Name
- One attachment labeled “TORFP M00B5400109 Financial” containing the Financial Proposal contents, signed and in PDF format.

3.3 SUMMARY OF ATTACHMENTS

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

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

- Attachment 2 - MBE Forms D-1 and D-2 - Signed PDF
- Attachment 4 – Conflict of Interest Affidavit and Disclosure - Signed PDF
- Attachment 5 and Attachment 5A- Labor Classification Personnel Resume Summary (Forms LC1 and TM1) - Signed PDF
- Attachment 13 – Living Wage Affidavit of Agreement - Signed PDF
- Attachment 16 - Certification Regarding Investments in Iran - Signed PDF

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

- Attachment 1 Price Sheet – Signed PDF

3.4 PROPOSAL FORMAT

A TO Proposal shall contain the following sections in order:

3.4.1 TO TECHNICAL PROPOSAL

A) Proposed Services

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

B) Compliance with Offeror’s Company Minimum Qualifications

Offerors will complete the following table to demonstrate compliance with the Offeror’s Company Minimum Requirements in Section 2.9.1.

Reference	Offeror Company Minimum Requirement	Evidence of Compliance
2.9.1.1	Minimum of three (3) years of experience developing care management systems.	Offeror documents evidence of compliance here.
2.9.1.2	Minimum two (2) years of experience with	Offeror documents evidence of

Reference	Offeror Company Minimum Requirement	Evidence of Compliance
	interRAI.	compliance here.
2.9.1.3	Minimum three (3) years of experience developing billing and service validation solutions.	Offeror documents evidence of compliance here.
2.9.1.4	Minimum five (5) years of experience developing large-scale IT solutions utilizing industry-proven software development standards, methods and tools, similar in size and scope to this project.	Offeror documents evidence of compliance here.

C) Proposed Personnel and TORFP Staffing

Master Contractor shall propose the minimum of four (4) named resource in response to this TORFP.

- 1) Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary for each proposed resource (forms LC1 and TM1). The information should show:
 - a) In Form LC1 - Each proposed person’s skills and experience as they relate to the Master Contractor’s proposed solution and Section 2 – Scope of Work.
 - b) In Form TM1 – List how each proposed person’s background meets all minimum personnel requirements listed in this TORFP and the CATS+ Master Contract for the relevant labor category.
- 2) Provide evidence proposed personnel possess the required certifications in accordance with Section 2.9.2 Offeror’s Personnel Minimum Qualifications.
- 3) Provide three (3) references per proposed personnel containing the information listed in Attachment, Form LC1 section A.
- 4) Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources in addition to the personnel requested in this TORFP, and how the TO Contractor Personnel shall be managed. Include:
 - a) Planned team composition by role (**Important! Identify specific names and provide history only for the proposed resources required for evaluation of this TORFP.**)
 - b) Process and proposed lead time for locating and bringing on board resources that meet TO needs
 - c) Supporting descriptions for all labor categories proposed in response to this TORFP
 - d) Description of approach for quickly substituting qualified personnel after start of TO
- 5) Provide the names and titles of the Master Contractor’s management staff who will supervise the personnel and quality of services rendered under this TO Agreement.

D) MBE, SBE Participation and VSBE Participation

NO SBE or VSBE forms are required for this TORFP.

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

E) Subcontractors

Identify all proposed subcontractors, including MBEs, and their roles in the performance of Section 2 - Scope of Work.

F) Overall Master Contractor team organizational chart

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

G) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide up to three examples of engagements or contracts the Master Contractor or Subcontractor has completed that were similar to Section 2 - Scope of Work. Include contact information for each client organization complete with the following:
 - a) Name of organization.
 - b) Point of contact name, title, email and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
 - c) Services provided as they relate to Section 2 - Scope of Work.
 - d) Start and end dates for each example engagement or contract.
 - e) Current Master Contractor team personnel who participated on the engagement.
 - f) If the Master Contractor is no longer providing the services, explain why not.
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland.

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

- a) Contract or task order name
- b) Name of organization.
- c) Point of contact name, title, email, and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
- d) Start and end dates for each engagement or contract. If the Master Contractor is no longer providing the services, explain why not.
- e) Dollar value of the contract.
- f) Indicate if the contract was terminated before the original expiration date.
- g) Indicate if any renewal options were not exercised.

Note - State of Maryland experience can be included as part of Section 2 above as engagement or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

H) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

I) Confidentiality

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

J) Proposed Facility

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

3.4.2 TO FINANCIAL PROPOSAL

- A) A description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the TO Financial Proposal);
- B) Attachment 1– Price Sheet, completed in .PDF format with all proposed labor categories including all rates fully loaded. Master Contractors shall list all proposed resources by approved CATS+ labor categories in the price proposal. Prices shall be valid for 120 days.
- C) To be responsive to this TORFP, the Price Sheet (Attachment 1) shall provide labor rates for all labor categories. Proposed rates are not to exceed the rates defined in the Master Contract for the Master Contract year(s) in effect at the time of the TO Proposal due date.

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SECTION 4 - TASK ORDER AWARD PROCESS

4.1 OVERVIEW

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate Functional Area responding to the CATS+ TORFP. In making the TO Agreement award determination, the DHMH will consider all information submitted in accordance with Section 3.

4.2 TO PROPOSAL EVALUATION CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance. Failure to meet the minimum company personnel qualifications shall disqualify a proposal:

- A) The overall experience, capability and references for the Master Contractor as described in the Master Contractor's TO Technical Proposal.
- B) The Master Contractor's overall understanding of the TORFP Scope of Work – Section 2. Level of understanding will be determined by the quality and accuracy of the technical proposal in adherence to Section 3.4.
- C) The capability of the proposed resources to perform the required tasks and produce the required deliverables in the TORFP Scope of Work – Section 2. Capability will be determined from each proposed individual's resume, reference checks, and oral presentation (See Section 1.5 Oral Presentations/Interviews).
- D) The ability for the Master Contractor to meet staffing expectations relative to supplying additional personnel for this TORFP meeting qualifications in Section 2.9 and 2.10.
- E) Demonstration of how the Master Contractor plans to staff the task order at the levels set forth in Section 2.1 and also for potential future resource requests.

4.3 SELECTION PROCEDURES

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 2 of this TORFP, and quality of responses to Section 3.4.1 TO Technical Proposal.
- B) For TO Proposals deemed technically qualified, DHMH may require an oral presentation from the Offerors.
- C) For TO Proposals deemed technically qualified, the associated TO Financial Proposal will be opened. All others will be deemed not reasonably susceptible for award and the TO Procurement Officer will notify the Master Contractor it has not been selected to perform the work.
- D) Qualified TO Financial Proposal responses will be reviewed and ranked from lowest to highest price proposed.
- E) The most advantageous TO Proposal considering both the technical and financial submissions shall be selected for TO award. In making this selection, technical merit has greater weight.
- F) All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

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

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LIST OF ATTACHMENTS

Attachment Label	Attachment Name	Applicable to this TORFP?	Submit with Proposal?* (Submit, Do Not Submit, N/A)
Attachment 1	Price Sheet	Always Applicable	Submit with TO Financial Proposal
Attachment 2	Minority Business Enterprise Participation (Attachments D-1 D-7)	<i>Applicable</i>	<i>N/A</i>
Attachment 3	Task Order Agreement (TO Agreement)	Always Applicable	Do Not Submit with Proposal
Attachment 4	Conflict of Interest Affidavit and Disclosure	Always Applicable	Submit with TO Technical Proposal
Attachment 5	Labor Classification Personnel Resume Summary	Applicable	Submit with TO Technical Proposal
Attachment 6	Pre-Proposal Conference Directions	Applicable	Do Not Submit with Proposal
Attachment 7	Notice to Proceed (Sample)	Always Applicable	Do Not Submit with Proposal
Attachment 8	Agency Receipt of Deliverable Form	Applicable	Do Not Submit with Proposal
Attachment 9	Agency Deliverable Product Acceptance Form (DPAF)	Applicable	Do Not Submit with Proposal
Attachment 10	Non-Disclosure Agreement (Offeror)	Always Applicable	Do Not Submit with Proposal
Attachment 11	Non-Disclosure Agreement (TO Contractor)	Always Applicable	Do Not Submit with Proposal
Attachment 12	TO Contractor Self-Reporting Checklist	Always Applicable	Do Not Submit with Proposal
Attachment 13	Living Wage Affidavit of Agreement	Always Applicable	Submit with TO Technical Proposal
Attachment 14	Mercury Affidavit	<i>Not Applicable</i>	<i>N/A</i>
Attachment 15	Veteran Owned Small Business Enterprise Utilization Affidavit	<i>Not Applicable</i>	<i>N/A</i>
Attachment 16	Certification Regarding Investments in Iran	Always Applicable	Submit with TO Technical Proposal
Attachment 17	Sample Work Order	Applicable	Do Not Submit with Proposal
Attachment 18	Performance Evaluation Form	<i>Not Applicable</i>	<i>N/A</i>
Attachment 19	Criminal Background Check Affidavit	<i>Not Applicable</i>	<i>N/A</i>

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

ATTACHMENT 1 PRICE SHEET FORM

PRICE SHEET (FIXED PRICE) FOR CATS+ TORFP # M00B5400109

Price Schedule for Project Supports: Offeror shall breakdown or allocate its Total Fixed Monthly Price for the Project Support component for the Proposal into phases to assist the Department in determining the reasonableness of the price offered and whether the requirements of the TORFP have been correctly understood.

FIXED COST: FOUR (4) CORE TEAM RESOURCES

		A	B	C
Description	Reference Section	# Months	Total Fixed Monthly Price	Total Price $A \times B = C$
Start-up Period	2.6.1 – 2.6.3, 2.8.4.1-11 & 2.8.4.30-31	2	\$	\$
Base Period	2.6.1 – 2.6.3, 2.8.4.12-29 & 2.8.4.30-31	32	\$	\$
End-of-Contract Transition	2.6.1.10, 2.8.4.32	2	\$	\$
Part 1: TOTAL FOR BASE PERIOD		36		\$

Option Years	Reference Section	# Months	Total Fixed Monthly Price	Total Price $A \times B = C$
Option Year 1	2.6.1 – 2.6.3, 2.8.4.12	12	\$	\$
Option Year 2	2.6.1 – 2.6.3, 2.8.4.12	12	\$	\$
Part 2: TOTAL FOR OPTION YEARS		24		\$
Total Evaluated Price: (Sum = Part 1 + Part 2)				

FIXED COST: ADDITIONAL RESOURCE PROPOSED FOR CORE TEAM (OPTIONAL)

		A	B	C
Description	Reference Section	# Months	Total Fixed Monthly Price	Total Price $A \times B = C$
Start-up Period (Optional)	2.6.1 – 2.6.3,	2	\$	\$

	2.8.4.1-11 & 2.8.4.30-31			
Base Period (Optional)	2.6.1 – 2.6.3, 2.8.4.12-29 & 2.8.4.30-31	32	\$	\$
End-of-Contract Transition (Optional)	2.6.1.10, 2.8.4.32	2	\$	\$
Part 1: TOTAL FOR BASE PERIOD		36		\$

Option Years	Reference Section	# Months	Total Fixed Monthly Price	Total Price $A \times B = C$
Option Year 1	2.6.1 – 2.6.3, 2.8.4.12	12	\$	\$
Option Year 2	2.6.1 – 2.6.3, 2.8.4.12	12	\$	\$
Part 2: TOTAL FOR OPTION YEARS		24		\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

Signature

Date

PRICE SHEET (HOURLY RATE FOR FIXED PRICE DELIVERABLES) FOR CATS+ TORFP # M00B5400109

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

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

Authorized Individual Name

Company Name

Title

Company Tax ID #

Signature

Date

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

ATTACHMENT 2 MINORITY BUSINESS ENTERPRISE FORMS**TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS****CATS+ TORFP # M00B5400109**

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

- 1) As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
- 2) The TO Contractor must complete a separate Form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15th of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless 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 of Form D-6 (e-copy of and/or hard copy). The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, including all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.
- 4) It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15th of each month, including reports showing zero MBE payment activity. 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 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 D-1 MDOT CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

This form and Form D-2 **MUST BE** included with the bid or offer for any TORFP with an MBE goal greater than 0%. If the Bidder or Offeror fails to complete and submit this form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

In conjunction with the bid or offer submitted in response to Solicitation No. _____, I affirm the following:

1. I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of ____ percent and, if specified in the solicitation, the following subgoals (complete for only those subgoals that apply):

____ percent African American ____ percent Asian American
 ____ percent Hispanic American ____ percent Woman-Owned

Therefore, I will not be seeking a waiver pursuant to COMAR 21.11.03.11.

OR

I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.03.11.

2. I understand that if I am notified that I am the apparent awardee of a TORFP, I must submit the following additional documentation as directed in the TORFP.

- Outreach Efforts Compliance Statement (D-3)
- Subcontractor Project Participation Certification (D-4)
- Any other documentation, including D-7 waiver documentation, if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

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

3. 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.

4. Set forth below are the (i) certified MBEs I intend to use and (ii) the percentage of the total contract amount allocated to each MBE for this project and the items of work each MBE will provide under the contract. I hereby affirm that the MBE firms are only providing those items of work for which they are MDOT certified.

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

Bidder/Offeror Name
(please print or type)

Signature of Affiant

Name: _____
Title: _____
Date: _____

ATTACHMENT 2 D-2 MBE PARTICIPATION SCHEDULE

Prime Contractor: (Firm Name, Address, Phone)	Project Description:
Project Number:	

List Information For Each Certified MBE Subcontractor On This Project

Minority Firm Name MBE Certification Number FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category) <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other
Percentage of Total Contract Value to be provided by this MBE _____% Description of Work to Be Performed:
Minority Firm Name MBE Certification Number FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category) <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other
Percentage of Total Contract Value to be provided by this MBE _____% Description of Work to Be Performed:
Minority Firm Name MBE Certification Number FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category) <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other
Percentage of Total Contract Value to be provided by this MBE _____% Description of Work to Be Performed:
Minority Firm Name MBE Certification Number FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category) <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other
Percentage of Total Contract Value to be provided by this MBE _____% Description of Work to Be Performed:

Continue on a separate page, if needed.

Summary

Total African-American MBE Participation: _____%

Total Asian American MBE Participation: _____%

Total Hispanic American MBE Participation: _____%

Total Woman-Owned MBE Participation: _____%

Total Other Participation: _____%

Total All MBE Participation: _____%

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

 Bidder/Offeror Name
 (please print or type)

 Signature of Affiant

Name: _____
 Title: _____
 Date: _____

SUBMIT AS INSTRUCTED IN TORFP

**ATTACHMENT 2 D-4 MBE SUBCONTRACTOR PROJECT PARTICIPATION
CERTIFICATION**

Please complete and submit one form for each MDOT certified MBE listed on Attachment D-1 within 10 working days of notification of apparent award.

_____ (prime contractor) has entered into a contract with
 _____ (subcontractor) to provide services in connection with the Solicitation described below.

Prime Contractor Address and Phone	Project Description
Project Number	Total Contract Amount \$
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	

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

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

Prime Contractor Signature

By: _____

Name, Title

Date

Subcontractor Signature

By: _____

Name, Title

Date

This form must be completed monthly by the prime contractor.

ATTACHMENT 2 D-5 MBE PRIME CONTRACTOR PAID/UNPAID MBE INVOICE REPORT

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

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

Prime Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX: Email:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
List all payments made to MBE subcontractor named above during this reporting period:		List dates and amounts of any outstanding invoices:	
Invoice#	Amount	Invoice #	Amount
1.		1.	
2.		2.	
3.		3.	
4.		4.	
Total Dollars Paid: \$ _____		Total Dollars Unpaid: \$ _____	
**If more than one MBE subcontractor is used for this contract, you must use separate D-5 forms. **Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):			
(TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)		(AGENCY MBE LIASION OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)	

This form must be completed by MBE subcontractor

ATTACHMENT 2 D-6 SUBCONTRACTOR PAID/UNPAID MBE INVOICE REPORT

Minority Business Enterprise Participation

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

MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:		Email:
Address:		
City:	State:	ZIP:
Phone:	FAX:	
Subcontractor Services Provided:		
List all payments received from Prime Contractor during reporting period indicated above.		List dates and amounts of any unpaid invoices over 30 days old.
Invoice Amount	Date	Invoice Amount Date
1.		1.
2.		2.
3.		3.
4.		4.
Total Dollars Paid: \$ _____		Total Dollars Unpaid: \$ _____
Prime Contractor:		Contact Person:
**Return one copy of this form to the following address (electronic copy with signature & date is preferred):		
TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)		(AGENCY MBE LIASION OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)

Signature: _____ Date: _____
(Required)

ATTACHMENT 2 CODE OF MARYLAND REGULATIONS (COMAR)

Title 21, State Procurement Regulations

(regarding a waiver to a Minority Business Enterprise subcontracting goal)

COMAR 21.11.03.11 - Waiver.

- A. If, for any reason, the apparent successful bidder or offeror is unable to achieve the contract goal for certified MBE participation, the bidder or offeror may request, in writing, a waiver to include the following:
- 1) A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBEs in order to increase the likelihood of achieving the stated goal;
 - 2) A detailed statement of the efforts made to contact and negotiate with certified MBEs including:
 - a) The names, addresses, dates, and telephone numbers of certified MBEs contacted, and
 - b) A description of the information provided to certified MBEs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;
 - 3) As to each certified MBE that placed a subcontract quotation or offer that the apparent successful bidder or offeror considers not to be acceptable, a detailed statement of the reasons for this conclusion;
 - 4) A list of minority subcontractors found to be unavailable. This list should be accompanied by an MBE unavailability certification (MBE Attachment D7) signed by the minority business enterprise, or a statement from the apparent successful bidder or offeror that the minority business refused to give the written certification: and
 - 5) The record of the apparent successful bidder or offeror's compliance with the outreach efforts required under Regulation .09B(2)(b).

A waiver may only be granted upon a reasonable demonstration by that MBE participation could not be obtained or could not be obtained at a reasonable price.

If the waiver request is determined not to meet this standard, the bidder or offeror will be found non-responsive (bid) or not reasonably susceptible for award (proposal) and removed from further consideration.

- B. A waiver of a certified MBE contract goal may be granted only upon reasonable demonstration by the bidder or offeror that certified MBE participation was unable to be obtained or was unable to be obtained at a reasonable price and if the agency head or designee determines that the public interest is served by a waiver. In making a determination under this section, the agency head or designee may consider engineering estimates, catalogue prices, general market availability, and availability of certified MBEs in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE and non-MBE cost of participation, and their impact on the overall cost of the contract to the State and any other relevant factor.

- C. An agency head may waive any of the provisions of Regulations .09-.10 for a sole source, expedited, or emergency procurement in which the public interest cannot reasonably accommodate use of those procedures.
- D. When a waiver is granted, except waivers under Section C, one copy of the waiver determination and the reasons for the determination shall be kept by the MBE Liaison Officer with another copy forwarded to the Office of Minority Affairs.

**ATTACHMENT 2 MBE D-7 MINORITY CONTRACTOR UNAVAILABILITY
CERTIFICATE**

Section I (to be completed by PRIME CONTRACTOR)

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

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

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

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

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

List below the type of work/ service requested:

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

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

(Name) (Title)

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

(Signature) (Date)

Note: Certified minority business enterprise must complete Section II

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

I hereby certify that the firm of _____ MBE Cert #

(Name of MBE Firm)

located at _____

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

was offered the opportunity to bid on project number _____ , ON _____ .

(Date)

by: _____

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

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

(Name) (Title) (Phone)

(Signature) (Fax Number)

ATTACHMENT 3 TASK ORDER AGREEMENTCATS+ TORFP# **M00B5400109** Number OF MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this day of Month, 20XX by and between _____ (TO Contractor) and the STATE OF MARYLAND, 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 DHMH, as identified in the CATS+ TORFP # M00B5400109.
 - b) “CATS+ TORFP” means the Task Order Request for Proposals # M00B5400109, dated MONTH DAY, YEAR, including any addenda.
 - c) “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated MONTH DAY, YEAR.
 - d) “TO Procurement Officer” means TO Procurement Officer. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e) “TO Agreement” means this signed TO Agreement between DHMH and TO Contractor.
 - f) “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g) “TO Manager” means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h) “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
 - i) “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
 - j) “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or 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+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a) The TO Agreement,
 - b) Exhibit A – CATS+ TORFP
 - c) Exhibit B – TO Technical Proposal
 - d) Exhibit C – TO Financial Proposal

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

3. Time for Performance

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

4. Consideration and Payment

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

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

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

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

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

TO Contractor Name

By: Type or Print TO Contractor POC _____

Date _____

Witness: _____

STATE OF MARYLAND, DHMH

By: insert name, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 4 CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

- A) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, offeror, contractor, consultant, or subcontractor or 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)

**ATTACHMENT 5 LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY
(INSTRUCTIONS)**

- 1) For this solicitation,
 - a) Master Contractors shall propose a specific resource to fill every job title listed below. If allowed by the solicitation, one resource may be proposed to fill more than one job title. Failure to propose a resource for each job title identified as part of the TO Proposal will result in the TO Technical Proposal being deemed not susceptible for award.
 - b) Master Contractors shall propose the CATS+ Labor Category that best fits each proposed resource. Master Contractors shall comply with all personnel requirements under the Master Contract RFP 060B2490023.
 - c) Master Contractors shall propose a maximum of 1 resource per job title listed below.
 - d) Failure of any proposed resource to meet minimum requirements as listed in this TORFP and in the CATS+ Master Contract will result in the entire TO Technical Proposal being deemed not susceptible for award.
- 2) Job Titles
 - a) TO Contractor Manager
 - b) Lead Business Analyst
 - c) Development Lead
 - d) Quality Assurance (QA) Lead
- 3) For each job title above, the Master Contractor shall complete one Attachment 5 form and one Attachment 5A form using the templates provided. Alternate worksheets are not allowed. The Attachment 5A – Form TM1- is a separate form labeled *Attachment 5A Form TM1 - Requirements Qualification Traceability Matrix.xls*.
- 4) Form Completion
 - a) Complete one Personnel Resume Summary (Attachment 5 Form LC1) per proposed person to present each proposed person's resume in a standard format.
 - b) Additional information may be attached to each Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.
 - c) Instructions for Attachment 5A – Form TM1 - Requirements Qualification Traceability Matrix. Complete the following parts:
 - Part A) CATS+ Minimum Qualifications:** For each job title above, the Master Contractor shall insert each specific minimum qualification requirement from the CATS+ Master Contract for the proposed labor category. Each minimum requirement shall be followed by one or more examples that demonstrate how the proposed resource meets the minimum requirement. Account for all minimum qualifications, including any experience, education, or professional certifications.
 - (1) Where there is a time requirement such as three months' experience, *you shall provide the dates from and to showing an amount of time that equals or exceeds the*

mandatory time requirement. Enter multiple examples if necessary to show the required time is met using multiple experiences.

- (2) Include the data to support the example within the table. Cross-referencing other cells within the matrix or other portions of the TO Technical Proposal shall only be allowed when referencing proof of certification provided elsewhere in the TO Technical Proposal. *For example, proof of current Oracle Certified Professional status may be cross referenced from the matrix if a copy of the certification is submitted as part of the TO Technical Proposal.*

Part B) Other TORFP Minimum Qualifications: For each job title above, the Master Contractor shall insert each specific minimum qualification requirement listed in the solicitation. Each minimum requirement shall be followed by one or more examples that demonstrate how the proposed resource meets the minimum requirement. Account for all minimum qualifications, including any experience, education, or professional certifications.

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

ATTACHMENT 5 FORM LC1 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

CATS+ TORFP # **M00B5400109**

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

Candidate Name:	
Master Contractor:	<insert Master Contractor name>
Proposed CATS+ Labor Category:	<proposed by Master Contractor>
Job Title (As listed in TORFP):	<as described in this TORFP>

Education / Training (start with latest degree / certificate)

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

Relevant Work Experience*

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

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

[Organization]	Description of Work...
[Title / Role]	
[Period of Employment / Work]	
[Location]	
[Contact Person]	

Employment History*

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

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

FORM LC1 - LABOR CLASSIFICATION Personnel Resume Summary (Continued)

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

A) References for Proposed Resource (if requested in the TORFP)

List persons the State may contact as employment references. Add lines as needed.

Reference Number:	1
Date From:	<mm/yy>
Date To:	<mm/yy>
Organization Name:	<insert organization name>
Contact Name:	<insert contact>
Contact Phone:	<insert phone>
Contact e-mail:	<insert e-mail>
Details:	<insert details>

B) Requirements Qualification Traceability Matrix

Complete the matrix (Attachment 5A) for each requirement listed for the position in either the CATS+ Master Contract and/or this TORFP.

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

Master Contractor Representative:

Print Name	Signature	Date
------------	-----------	------

Proposed Individual:

Signature	Date
-----------	------

ATTACHMENT 6 PRE-PROPOSAL CONFERENCE DIRECTIONS

There is a private parking garage directly across the street from 201W. Preston St. Building.

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'Connor Building is across the street (tan building).

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'Connor Building is across the street (tan building).

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'Connor Building is across the street (tan building).

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'Connor Building is across the street (tan building).

BALTIMORE METRO

The Baltimore Metro runs from Charles Center to Owings Mills. Get off the Subway at the State Center stop. Take the escalator, or elevator, to the top, and you will be on West Preston Street.

LIGHT RAIL

A light rail line connects Timonium, Baltimore and Glen Burnie. Get off of the Light rail at the Cultural Center Station. Perpendicular to the station is West Preston Street, with the Armory on the right corner and the 201 building on the left corner.

ATTACHMENT 7 NOTICE TO PROCEED (SAMPLE)

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ TO Project Number (TORFP #): M00B5400109

Dear TO Contractor Contact:

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

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

Sincerely,

TO Procurement Officer

Task Order Procurement Officer

Enclosures (2)

cc: TO Manager

Procurement Liaison Office, Department of Information Technology

Project Oversight Office, Department of Information Technology

ATTACHMENT 8 AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: TORFP Title

TO Project Number (TORFP #): M00B5400109

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: TO Manager

TO Manager Signature Date Signed

Name of TO Contractor's Project Manager: _____

TO Contractor's Project Manager Signature Date Signed

ATTACHMENT 9 AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM

Agency Name: **DHMH**

TORFP Title: **TORFP Title**

TO Manager: **TO Manager and Phone Number**

To: **TO Contractor Name**

The following deliverable, as required by TO Project Number (TORFP #): **M00B5400109** has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ATTACHMENT 10 NON-DISCLOSURE AGREEMENT (OFFEROR)

This 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+ TORFP # M00B5400109 for TORFP Title. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to TO Procurement Officer, 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: _____

ATTACHMENT 11 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ____ day of _____, 20__, by and between the State of Maryland ("the State"), acting by and through its DHMH (the “Department”), and _____ (“TO Contractor”), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for TORFP Title TORFP No. M00B5400109 dated _____, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B2490023; and

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

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

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

Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).

6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.
7. A breach of this Agreement by the TO Contractor or by the TO Contractor's Personnel shall constitute a breach of the Master Contract Agreement between the TO Contractor and the State.
8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
 - This Agreement shall be governed by the laws of the State of Maryland;
 - 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;
 - The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
 - The Recitals are not merely prefatory but are an integral part hereof.

TO Contractor/TO Contractor's Personnel:

DHMH:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A – FOR THE NONDISCLOSURE AGREEMENT (TO CONTRACTOR)
TO CONTRACTOR’S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE
CONFIDENTIAL INFORMATION

Printed Name and Address
of Employee or Agent

Signature

Date

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

ATTACHMENT 12 TO CONTRACTOR SELF-REPORTING CHECKLIST

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

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

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

SUBMIT AS INSTRUCTED IN TORFP.

ATTACHMENT 13 LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

Bidder/Offeror is a nonprofit organization

Bidder/Offeror is a public service company

Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000

Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

If the Contract is a Living Wage Contract

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

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

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

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

ATTACHMENT 14 MERCURY AFFIDAVIT

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

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

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

ATTACHMENT 16 CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

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

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

CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

ATTACHMENT 17 SAMPLE WORK ORDER

WORK ORDER	Work Order #	Contract #		
This Work Order is issued under the provisions of a XXXX contract. The services authorized are within the scope of services set forth in the <i>Purpose</i> of the Work Order.				
Purpose				
Statement of Work Requirements: <u>Deliverable(s), Acceptance Criteria and Due Date(s):</u> Deliverables are subject to review and approval by DHMH prior to payment. <i>(Attach additional sheets if necessary)</i>				
Start Date		End Date		
Cost				
Description for Task / Deliverables	Quantity (if applicable)	Labor Hours (Hrs.)	Labor Rate	Estimate Total
1.			\$	\$
2.			\$	\$
*Include WBS, schedule and response to requirements.			DHMH shall pay an amount not to exceed	
TO Contractor			Agency Approval	
(Signature) Contractor Authorized Representative (Date)			(Signature) TO Manager (Date)	
POC	(Print Name)		TO Manager	(Print Name)
Telephone No.			Telephone No.	
Email:			Email:	

ATTACHMENT 18 PERFORMANCE EVALUATION FORM

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

ATTACHMENT 19 CRIMINAL BACKGROUND CHECK AFFIDAVIT

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.