

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

**ELECTRONIC DATA INTERCHANGE TRANSACTION
PROCESSING SYSTEM (EDITPS) OPERATION, SUPPORT AND
MAINTENANCE**

**TORFP # M00B6400312
OPASS # 16-15834**



Department of Health and Mental Hygiene (DHMH) Office of Systems,
Operations, and Pharmacy (OSOP)

Issue Date: January 15, 2016

KEY INFORMATION SUMMARY SHEET

This CATS+ TORFP is issued to obtain the services necessary to satisfy the requirements defined in Section 3 - 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 4).

Solicitation Title:	ELECTRONIC DATA INTERCHANGE TRANSACTION PROCESSING SYSTEM (EDITPS) OPERATION, SUPPORT AND MAINTENANCE
Solicitation Number (TORFP #):	M00B6400312 / DHMH/OPASS 16-15834
Functional Area:	Functional Area 5 – Software Engineering
Issue Date:	1/ 15/ 2016
Questions Due Date and Time:	2/12/2016 at 2:00 PM Local Time
Closing Date and Time:	2/24/2016 at 2:00 PM Local Time
TO Requesting Agency:	Department of Health and Mental Hygiene (DHMH), Office of Systems, Operations, and Pharmacy (OSOP)
Send Proposals to:	Queen.Davis@Maryland.gov Queen.Davis@maryland.gov
Send Questions to (e-mail only)	dhmh.solicitationquestions@maryland.gov
TO Procurement Officer:	Queen Davis Office Phone Number: 410-767-5335 Office Fax Number: 410-333-5958 e-mail address: dhmh.solicitationquestions@maryland.gov
TO Manager:	Matt Asplen Office Phone Number: 410-767-5715 Office Fax Number: 410-333-5958 e-mail address: Matt.Asplen@Maryland.gov
TO Type:	Time and Materials
Period of Performance:	Three (3) Base Years with up to Two (2) one-year options
MBE Goal:	15% with no sub-goals
VSBE Goal:	0%
Small Business Reserve (SBR):	No
Primary Place of Performance:	DHMH 201 W Preston Street Baltimore, MD 21201
TO Pre-proposal Conference:	DHMH 201 W Preston Street Baltimore, MD 21201 February 1, 2016 at 9:00 AM: Local Time See Attachment 6 for directions.

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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:

- A. **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.
- B. **TO Manager** - The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement, administrative functions, including issuing written directions, and for ensuring compliance with the terms and conditions of the CATS+ Master Contract.

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

- C. **TO Contractor** – The TO Contractor is the CATS+ Master Contractor awarded this TO. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- D. **TO Contractor Manager** – The 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 resolution of any issues that may arise pertaining to the TO Contractor Personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.

The TO Contractor Manager will manage the Contractor Personnel, will manage the work being performed and provide monthly accounting of hours deliverable for work types.

TO Contractor Personnel – Any official, employee, agent, Subcontractor, or Subcontractor agents of the TO Contractor who is involved with the TO over the course of the TO period of performance.

- E. **Key Personnel** – A subset of TO Contractor Personnel whose departure during the performance period, will, in the State’s opinion, have a substantial negative impact on TO performance. Key personnel proposed as part of the TO Proposal shall start as of TO

Agreement issuance unless specified otherwise in this TORFP or the Offeror's TO Technical Proposal.

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 3 - 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 an e-mail TORFP submission is determined by the date and time of arrival of all required files in the TO Procurement Officer's e-mail inbox. In the case of a paper TO Proposal submission, Offerors shall take such steps necessary to ensure the delivery of the paper submission by the date and time specified in the Key Information Summary Sheet and as further described in Section 4.

Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, Proposals received by the TO Procurement Officer after the due date will not be considered.

1.5 INTERVIEWS

All Offerors and TO Contractor Personnel will be required to participate in interviews with State representatives. Significant representations made by Master Contractors during interviews shall be submitted in writing. All such representations will become part of the Master Contractor's proposal and are binding, if the TO is awarded to the Master Contractor. The TO Procurement Officer will notify Master Contractor of the time and details of interviews.

Initial interviews shall be performed by telephone for all Offerors meeting minimum qualifications. At the discretion of the State, subsequent interviews may be performed by telephone or in-person. All candidates shall be interviewed in substantially the same manner.

In the event that more than ten (10) qualified proposals are received, the TO Procurement Officer may elect to follow a down-select process as more fully described in Section 5.3.

1.6 QUESTIONS

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

Answers can be considered final and binding only when they have been answered in writing by the 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 Master Contractors are encouraged to attend in order to facilitate better preparation of their proposals.

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 conference summary will be distributed via e-mail 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 e-mail 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. The TO Requesting Agency will make reasonable efforts to provide such special accommodation.

1.8 CONFLICT OF INTEREST

The TO Contractor 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 Offeror 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 an Offeror's TO Proposal under COMAR 21.06.02.03B.

Master Contractors should be aware that the State Ethics Law, Md. Code Ann., General Provisions Article, Title 5, 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 Offeror 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. TO Contractor's liability under Section 27(c) of the CATS+ Master Contract for this TORFP is limited to 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 3 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)

This TORFP has MBE goals and sub-goals as stated in 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 4** TO 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.**

In 2014, Maryland adopted new regulations as part of its Minority Business Enterprise (MBE) program concerning MBE primes. Those new regulations, which became effective June 9, 2014 and are being applied to this task order, provide that when a certified MBE firm participates as a prime contractor on a contract, an agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own forces toward fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract. Please see the attached MBE forms and instructions.

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 2-4A](#)) and, if applicable, MBE Prime Contractor Report ([Attachment 2-4B](#)) to the TO Requesting Agency 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 2-5](#)).
- D) Subcontractor reporting shall be sent directly from the subcontractor to the TO Requesting Agency. The TO Contractor shall e-mail 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 has a 0% VSBE goal as stated in the Key Information Summary Sheet above, representing the percentage of total fees paid for services under this Task Order.

By submitting a response to this solicitation, the Offeror agrees that this percentage of the total dollar amount of the contract will be performed by verified VSBEs.

In 2015, Maryland amended COMAR 21.11.13.05 as part of its Veteran-Owned Small Business Enterprise (VSBE) program concerning VSBE primes. This amendment, which became effective March 6, 2015 and is applicable to this task order, allows an agency to count the distinct, clearly defined portion of work that a certified VSBE performs with its own work force toward meeting up to one-hundred (100%) of the VSBE goal established for a procurement. Please see the attached VSBE forms and instructions on Attachment 14.

Questions or concerns regarding the Veteran-Owned Small Business Enterprise (VSBE) subcontractor participation goal of this solicitation must be raised before the due date for submission of TO Proposals.

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required VSBE documentation at the time of TO Proposal submission (See Attachment 14 and Section 4 TO Proposal Format and Submission Requirements). **Failure of the Master Contractor to complete, sign, and submit all required VSBE documentation at the time of TO Proposal submission will result in the State's rejection of the Master Contractor's TO Proposal.**

1.1.1 VSBE PARTICIPATION REPORTS

DHMH shall monitor both the TO Contractor's efforts to achieve the VSBE participation goal and compliance with reporting requirements. Monthly reporting of VSBE participation is required by the 15th day of each month. The TO Contractor shall submit required reports as described in Attachment 14.

Subcontractor reporting shall be sent directly from the subcontractor to the TO Requesting Agency. The TO Contractor shall e-mail all completed forms, copies of invoices and checks paid to the VSBE directly to the TO Manager.

1.14 NON-DISCLOSURE AGREEMENT

1.14.1 NON-DISCLOSURE AGREEMENT (OFFEROR)

Certain system documentation may be available for Master Contractors to review at a reading room at DHMH address as listed in the Key Information Summary Sheet. Master Contractors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 9. Please contact the TO Procurement Officer to schedule an appointment.

1.14.2 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

Certain system documentation may be required by the TO 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 a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 10.

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.

All TO Proposals shall be accompanied by a completed Living Wage Affidavit of Agreement, Attachment 12 of this TORFP.

1.16 IRANIAN NON-INVESTMENT

All TO Proposals shall be accompanied by a completed Certification Regarding Investments in Iran, Attachment 15 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 typically applies to active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS+ TOs are subject to review.

Attachment 11 is a sample of the TO Contractor Self-Reporting Checklist. DoIT may send initial checklists out to applicable/selected 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.

1.20 DEFINITIONS

Access	An ability or means to read, write, modify, or communicate data/information or otherwise use any information system resource
Business Day	Monday through Friday except for State holidays including but not limited to Service Reduction Days or mandatory State Furlough Days
Core Business Hours	Core business hours are 9:00 AM to 3:00 PM local time
Data Breach	The unauthorized acquisition, use, modification or disclosure of Sensitive Data

Electronic Data Interchange Transaction Processing System (EDITPS)	System that allows DHMH Trading Partners to send and receive EDI transactions/files through the Maryland Medicaid Electronic Exchange (MMEE) front-end web portal.
Handle	(As relates to data) Collect, store, transmit, have access to data
Information System	A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information
Information Technology (IT)	All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services
Medicaid Management Information System (MMIS)	The MMIS II presently consists of 6 core subsystems: Recipient; Provider; Claims processing; Reference file; Surveillance and Utilization Review; and Management And Reporting Subsystem.
Local Time	Time in the Eastern Time zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such
Normal State Business Hours	Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays
Notice to Proceed (NTP)	A written notice from the TO Procurement Officer that work on the Task Order, project or Work Order shall begin on a specified date. Additional NTPs may be issued by either the TO Procurement Officer or the TO Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
NTP Date	The date specified in an NTP for work on the Task Order, project or Work Order to begin
Offeror	A Master Contractor that submits a proposal in response to this TORFP
Personally Identifiable Information (PII)	Any information about an individual maintained by the State, including (1) any information that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information

Protected Health Information (PHI)	Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
Security Incident	A violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies, or standard security practices. “Imminent threat of violation” is a situation in which the organization has a factual basis for believing that a specific incident is about to occur.
Security or Security Measures	The technology, policy and procedures that a) protect and b) control access to networks, systems, and data
Sensitive Data	Means PII; PHI; information about an individual that (1) can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information; or other proprietary or confidential data as defined by the State, including but not limited to “personal information” under Md. Code Ann., Commercial Law § 14-3501(d) and Md. Code Ann., St. Fin. & Proc. § 10-1301(c).
Service Level Agreement (SLA)	Measurable levels governing TO Contractor performance and establishing associated liquidated damages for failure to meet those performance standards
State	The State of Maryland
Subcontractor	An agent, service provider, supplier, or vendor selected by the TO Contractor to provide subcontracted services or products under the direction of the TO Contractor or other Subcontractors, and including any direct or indirect Subcontractors of a Subcontractor. Subcontractors are subject to the same terms and conditions as the TO Contractor.
System Availability	The period of time the System will work as required including non-operational periods associated with reliability, maintenance, and logistics.
Trading Partner	A DHMH approved entity that submits and/or receives Health Insurance Portability and Accountability Act (HIPAA) EDI transactions.

Task Order (TO)	The scope of work described in this TORFP
Task Order Agreement	The contract awarded to the successful Offeror pursuant to this Task Order Request for Proposals, the form of which is attached to this TORFP as <u>Attachment 3</u>
TO Proposal	As appropriate, either or both an Offeror’s Technical or Financial Proposal to this TORFP
TO Request for Proposals (TORFP)	This Task Order Request for Proposal, including any amendments / addenda thereto
Technical Safeguards	The technology and the policy and procedures for its use that protect Sensitive Data and control access to it
Total Evaluated Price	The Offeror’s total proposed price for products/services proposed in response to this solicitation, included in the TO Price Sheet, and used in the financial evaluation of TO Proposals
Veteran-owned Small Business Enterprise (VSBE)	A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13 and http://www.vetbiz.gov .
Work Order	A subset of work authorized by the TO Manager performed under the general scope of this TORFP, which is defined in advance of fulfillment, and which may not require a change order. Except as otherwise provided, any reference to the TO shall be deemed to include reference to a Work Order.
Working Day(s)	Same as “Business Day”

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2 COMPANY AND PERSONNEL QUALIFICATIONS

2.1 MINIMUM QUALIFICATIONS

2.1.1 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:

1. The Master Contractor shall have experience providing personnel resources on a least three (3) IT projects each valued at \$2.0 million or greater.
 - a. The experience must include providing at least five (5) different personnel resources simultaneously on an engagement that was within the last five (5) years and the engagement must have lasted at least three (3) years. Subcontractor experience may be used to meet these requirements.
2. The Master Contractor shall provide with its proposal at least three (3) references able to attest to the Master Contractor's experience.

2.1.2 OFFEROR’S PERSONNEL MINIMUM AND PREFERRED QUALIFICATIONS

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

For the Key Personnel proposed under this TORFP, proposed resources must 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. Resume format sample is found in **Attachment 5**.

*Master Contractors shall only propose exactly **four (4) Key Personnel** in response to this TORFP. All other planned positions shall be described generally in the Staffing Plan, and may not be used as evidence of fulfilling company or personnel minimum qualifications.*

Table 2-1. Key Personnel Staffing Requirements (Named Resources)

LABOR SKILL CATEGORY	#FTE	Resume Required for TO Technical Proposal
TO Contractor Manager	1	Yes
Subject Matter Expert (EDI X12, HIPAA)	1	Yes
Senior Programmer Analyst	1	Yes
Database Management Specialist (SQL Server)	1	Yes
Total (Fixed)	4	

2.1.2.1.1 TO Contractor Manager

Role Description: Manage the Electronic Data Interchange Transaction Processing System (EDITPS) project which includes the planning, coordination and implementation of tasks related to the daily operations, enhancements and development efforts of the EDITPS systems and applications. These tasks will include creating reports and analyzing current processes. Monitors all phases of the project and makes recommendations on schedule, budget and scope-change impacts to DHMH management. Shall be responsible for the timely submission of all deliverables stated in Section 3.8.4 and monitoring and reporting compliance with Section 3.6.5 Service Level Agreement.

Table 2-2. TO Contractor Manager Qualifications

TO Contractor Manager	Years of Experience	Minimum Qualification	Preferred Qualification
Experience			
Management of Healthcare Electronic Data Interchange (EDI) projects	5	✓	
Manage team members and ensure projects meet specified requirements	5		✓
Manage workload of professional services EDI team	5		✓
Leading teams of developers	5		✓
Experience with BizTalk EDI translator	5	✓	
Experience with HIPAA X12N Transaction Code Sets. At least two (2) years must be with version 5010.	5	✓	
Resumes will be evaluated for experience in the specified code sets.	3		837I/P/D 835 820 270/271 277CA 278 277 834
Troubleshooting of complex issues	Any		✓
Experience in creating project management plans	3		✓
Demonstrate experience working with a healthcare payor to achieve CORE Compliance per Section 1104 of the Affordable Care Act.			✓

VisionWare MultiVue	Any		✓
Labor Category Min Quals (CATS+ Master Contract 2.10)		✓	

2.1.2.1.2 Subject Matter Expert (EDI X12, HIPAA)

Role Description: The Supports EDITPS system. Coordinates and manages the preparation of analysis, evaluations, and recommendations for proper implementation of program and system specifications for EDITPS.

Table 2-3. Subject Matter Expert (EDI X12, HIPAA) Qualifications

Subject Matter Expert (EDI X12, HIPAA)	Years of Experience	Minimum Qualification	Preferred Qualification
Experience			
EDI implementation	5	✓	
Microsoft BizTalk, at least two (2) years with 2009 version	5	✓	
Experience with HIPAA X12N Transaction Code Sets. At least two (2) years must be with version 5010.	5	✓	
Resumes will be evaluated for experience in the specified code sets.	3	837I/P 835 820 270/271	837D 277CA 278 277 834
EDIFECS SpecBuilder, CommerceDesk and X-Engine	5		✓
Communication Protocols: HTTP, FTP, NDM	Any		✓
Microsoft Windows 2008 Server Standard and Enterprise (R2) administration	Any		✓
Web Services Architecture	Any		✓
Working knowledge of .NET Framework, C#, and SQL Server 2008 for network based applications.	Any		✓
Demonstrate experience working with a healthcare payor to achieve CORE Compliance per Section 1104 of the Affordable Care Act.			✓
VisionWare MultiVue	Any		✓

Labor Category Min Quals (CATS+ Master Contract 2.10)		✓	
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2.1.2.1.3 Senior Programmer Analyst

Role Description: Provides support of software components for EDITPS system to develop code and implement solutions according to specifications.

Table 2-4. Senior Programmer Analyst Preferred Qualifications

Senior Programmer Analyst	Years of Experience	Minimum Qualification	Preferred Qualification
Experience			
Microsoft BizTalk SDK, at least 2 years 2009 version	5	✓	
Visual Studio .NET	5	✓	
.NET Framework concepts and application development using C#	5	✓	
Development and application of COM/COM+ objects	5	✓	
Scripting languages: VBScript, JavaScript	5	✓	
Web application development using: ASP.NET, HTML/DHTML, XML	5	✓	
SQL Server, at least 2 years with 2008 or higher version	5	✓	
Experience with HIPAA X12N Transaction Code Sets. At least two (2) years must be with version 5010.	5	✓	
Resumes will be evaluated for experience in the specified code sets	3		837I/P/D 835 820 270/271 277CA 278 277 834
FTP/EFT Server	Any		✓
SCOM 2007 Agent	Any		✓
Flatfile Structure formats.	Any		✓
Documentation - Writing Test Plans and Test Plan execution	Any		✓

EDIFECS SpecBuilder and X-Engine	Any		✓
Use of Regular Expressions	Any		✓
Text editors (UltraEdit, Text Pad)	Any		✓
Demonstrate experience working with a healthcare payor to achieve CORE Compliance per Section 1104 of the Affordable Care Act.			✓
VisionWare MultiVue	Any		✓
Labor Category Min Quals (CATS+ Master Contract 2.10)		✓	

2.1.2.1.4 Database Management Specialist (SQL Server)

Role Description: Provide SQL Server database administration functions including: creation and modification of tables, performing data reorganizations and other maintenance, monitoring and performance tuning, and troubleshooting issues with the SQL Server 2008 databases.

Table 2-5. Database Management Specialist (SQL Server)

Database Management Specialist (SQL Server)	Years of Experience	Minimum Qualification	Preferred Qualification
Experience			
Support of production and development efforts for SQL Server applications, at least two years version 2008	5	✓	
Database design of logical and physical organization of data	5	✓	
Database administrator of SQL Server Enterprise Edition databases running in a clustered environment, at least two (2) years 2008 or higher version running on Windows 2008	5	✓	
Troubleshoot problems related to availability of data to system users, space, database	5	✓	
Managing multiple database instances	5	✓	
BackupExec 2012 agent - backup and recovery of databases	Any		✓
Job Scheduling	Any		✓
Performance monitoring of processes to assure minimization of CPU usage	Any		✓
VisionWare MultiVue	Any		✓

Labor Category Min Quals (CATS+ Master Contract 2.10)		✓	
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2.2 TO CONTRACTOR’S PERSONNEL PREFERRED QUALIFICATIONS

Refer back the Table 2-2, 2-3, 2-4, 2-5 for the preferred qualifications.

2.2.1 NON-KEY PERSONNEL PREFERRED QUALIFICATIONS

The following Non-Key Personnel (Table 2-6) shall be required as part of this TORFP after award. The Non-Key Personnel will be described in the Staffing Management Plan. **After award**, the TO Contractor shall furnish resumes of the proposed personnel specifying their intended approved labor category. 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 proposed personnel. See Transition In Plan timeline in Section 3 for on-boarding requirements.

Table 2-6. Non-Key Personnel Staffing Requirements (described generally in the Staffing Management Plan)

LABOR SKILL CATEGORY	#FTE
Senior Programmer Analyst	1
Application Programmer	1
Systems Design Architect	1
Total (Fixed)	3

2.2.1.1 Senior Programmer Analyst

Role Description: Provides support of software components for EDITPS system to develop code and implement solutions according to specifications.

Table 2-7. Senior Programmer Analyst Qualifications

Senior Programmer Analyst	Years of Experience	Minimum Qualification	Preferred Qualification
Experience			
Microsoft BizTalk SDK, at least 2 years 2009 version	5	✓	
Visual Studio .NET	5	✓	
.NET Framework concepts and application development using C#	5	✓	
Development and application of COM/COM+ objects	5	✓	
Scripting languages: VBScript, JavaScript	5	✓	

Web application development using: ASP.NET, HTML/DHTML, XML	5	✓	
SQL Server, at least 2 years 2008 version	5	✓	
HIPAA X12N Transactions and Codes Sets	5	✓	
Resumes will be evaluated for experience in the following code sets 837I/P/D, 835, 820, 270/271, 999, 997, 277CA, 278, 276/277, 834	3		✓
FTP/EFT Server	Any		✓
SCOM 2007 Agent	Any		✓
Flatfile Structure formats.	Any		✓
Documentation - Writing Test Plans and Test Plan execution	Any		✓
EDIFECs SpecBuilder and X-Engine	Any		✓
Use of Regular Expressions	Any		✓
Text editors (UltraEdit, Text Pad)	Any		✓
VisionWare MultiVue	Any		✓
Labor Category Min Quals (CATS+ Master Contract 2.10)		✓	

2.2.1.2 Application Programmer

Role Description: Supports software components for EDITPS system to develop, code, and implement solutions according to approved specifications.

Table 2-8. Application Programmer Qualifications

Application Programmer	Years of Experience	Minimum Qualification	Preferred Qualification
Experience			
Microsoft BizTalk 2009 SDK	5	✓	
Visual Studio .NET	5	✓	
.NET Framework concepts and application development using C#	5	✓	
Development and application of COM/COM+ objects	5	✓	
Scripting languages: VBScript, JavaScript	5	✓	
Web application development using: ASP.NET, HTML/DHTML, XML	5	✓	

SQL Server, at least 2 years 2008 version	5	✓	
HIPAA X12N Transactions and Codes Sets	5	✓	
Resumes will be evaluated for experience in the following code sets 837I/P/D, 835, 820, 270/271, 999, 997, 277CA, 278, 276/277,834	Any		✓
FTP/EFT Server	Any		✓
SCOM 2007 Agent	Any		✓
Flatfile Structure formats.	Any		✓
Documentation - Writing Test Plans and Test Plan execution	Any		✓
EDIFECs SpecBuilder and X-Engine	Any		✓
Use of Regular Expressions	Any		✓
Text editors (UltraEdit, Text Pad)	Any		✓
VisionWare MultiVue	Any		✓
Labor Category Min Quals (CATS+ Master Contract 2.10)		✓	

2.2.1.3 Systems Design Architect

Role Description: Provide support of software applications for EDITPS system by recommending technical solutions, designing and testing technical specifications, and providing technical and administrative direction to staff, to support requested application modifications to EDITPS.

Table 2-9. Systems Design Architect Qualifications

Systems Design Architect	Years of Experience	Minimum Qualification	Preferred Qualification
Experience			
Recommend program modification and enhancements and ensure users have proper procedures	5	✓	
Participate as required with technical staff in the design, development and testing of system modifications	5	✓	
Prepare level of effort for program modifications and develop program specification for technical staff	5	✓	
Designing and executing IT software tests and evaluating results to ensure compliance with applicable regulations	5	✓	

Systems Design Architect	Years of Experience	Minimum Qualification	Preferred Qualification
Review test results and evaluates for conformance to design	5	✓	
Administer, support, maintain, develop, monitor and upgrade the architecture requirements for client servers, hardware, networks, processors, controllers, drives and mainframe	5	✓	
Gather and define architecture requirements which shall be compatible and in compliance with program and project standards	5	✓	
Monitor, react and troubleshoot network outages and production equipment failures. Assess damages from power outages	5	✓	
Schedule and support equipment upgrades	5	✓	
Recommend equipment upgrades	5	✓	
Work with vendors and program staff in the purchasing of required equipment. Review equipment bids	5	✓	
Generate performance reports	Any		✓
EDI	Any		✓
MS BizTalk	Any		✓
MS SQL Server	Any		✓
HIPAA X12N Transaction Code Sets	Any		✓
Resumes will be evaluated for experience in the following code sets 837I/P/D, 835, 820, 270/271, 999, 997, 277CA, 278, 276/277, 834	Any		✓
Provide application help-desk support to end-users, which would include prioritizing, troubleshooting, and communicating issues related to end-user support	Any		✓
Providing functional training as required	Any		✓
Provide updates to system documentation as required.	Any		✓
Labor Category Min Quals (CATS+ Master Contract 2.10)		✓	

3 SCOPE OF WORK

3.1 PURPOSE

DHMH (or the “Department”) is issuing this CATS+ TORFP to obtain EDITPS operations, support, maintenance, and enhancement resources in accordance with the scope of work described in this Section 3.

As part of the evaluation of the proposal for this TO, Master Contractors shall propose exactly four (4) Key Personnel and shall describe in a Staffing Management Plan how the additional resources shall be acquired to meet the needs of the TO Requesting Agency.

DHMH expects the proposed Key Personnel to be available as of the start date specified in the Notice to Proceed (NTP).

This CATS+ TORFP is issued to acquire the services of the following job roles, as defined by individual in **Section 2** and the following table:

Table 3-1. Staffing Requirements

# of Personnel Required	Resource Type	Key / Non-Key	Start Date
1	TO Contractor Manager	Key	NTP
1	Subject Matter Expert (EDI X12, HIPAA)	Key	NTP
1	Senior Programmer Analyst	Key	NTP
1	Database Management Specialist (SQL Server)	Key	NTP
1	Senior Programmer Analyst	Non-Key	NTP to NTP+60
1	Application Programmer	Non-Key	NTP to NTP+60
1	Systems Design Architect	Non-Key	NTP to NTP+60

DHMH intends to award this Task Order to one (1) Master Contractor that proposes a team of Key Personnel and a Staffing Management Plan that can best satisfy the TO requirements.

3.2 REQUESTING AGENCY BACKGROUND

The State of Maryland Medicaid Program is a unit of the Department of Health and Mental Hygiene, which has State responsibility for operation of the Medicaid Program authorized under Title XIX of the Social Security Act. The Maryland State Medicaid Program has approximately 1,300,000 enrollees.

DHMH OSOP, a unit of the Department of Health and Mental Hygiene, develops and maintains the Medicaid Management Information System (MMIS II) to ensure prompt and accurate payment to providers of health care services. MMIS II maintains files of approved providers of services and Maryland residents certified as eligible to receive services through the Medical Assistance Program (Medicaid).

EDITPS allows DHMH Trading Partners to send and receive EDI transactions/files through the Maryland Medicaid Electronic Exchange (MMEE) front-end web portal, which receives and translates X12 transactions to Medicaid's proprietary formats in the MMIS II system and back electronically. EDI also allows DHMH Trading Partners to exchange non-X-12 transaction/files via the MMME portal.

The purpose of this procurement is to obtain a TO Contractor who has the technical and professional capabilities to continue the ongoing operations, support and maintenance of Maryland's EDITPS by implementing operations, maintenance, support and enhancements to EDITPS.

3.3 EXISTING SYSTEM DESCRIPTION

EDITPS is hosted by DHMH and is powered by Microsoft BizTalk. The BizTalk Accelerator for HIPAA is the EDI translator. See [Attachment 20](#) for a description of the EDITPS Production Environment. The Department owns the system, all hardware, software, and databases. The EDITPS, located at DHMH, allows the DHMH to process EDI transaction files submitted by healthcare Trading Partners using the HIPAA guidelines. DHMH Trading Partners access EDITPS through a secure Internet web server (MMEE Portal).

The HIPAA X12 5010 Transactions Currently supported are:

- A. 837I Health Care Claim Institutional
- B. 837P Health Care Claim Professional
- C. 837D Health Care Claim Dental
- D. 835 Health Care Claim Payment/Advice
- E. 820 - Payroll Deducted and Other Group Premium Payment for Insurance Products
- F. 270/271 (batch and real-time) Health Care Benefit Inquiry and Response
- G. 999 Acknowledgement for Health Care Insurance
- H. 997 Functional Acknowledgement
- I. 277CA Health Care Claim Acknowledgement
- J. 278 Health Care Services Review — Request for Review and Response
- K. 276/277 Health Care Claim Status and Response
- L. 834 Benefit Enrollment and Maintenance (planned future use)

The EDITPS environment consists of two load balanced Internet web servers outside the DHMH firewall. Inside the firewall, a BizTalk receiving server processes files and queues messages to three BizTalk messaging servers. Two clustered Microsoft SQL servers control the databases, and four utility servers handle other processing functions and EDITPS application support. All of the servers, within the firewall are connected to the EDITPS SAN Fiber Channel switches, which allow access to the SAN disk array.

The EDIFECS Enablement Platform allows for rapid ramp-up and management of our Trading Partners. The Platform consists of CommerceDesk, SpecBuilder and X-Engine. CommerceDesk is a web based self-service means of providing data testing and validation for DHMH Trading Partners. It is hosted by EDIFECS, which includes the hardware, software, communication lines, and maintenance of the system. EDIFECS X-Engine provides data validation and converts EDI data back and forth to XML. EDIFECS SpecBuilder is an integration specification-authoring tool.

The actual adjudication of claims occurs in the MMIS II (Medicaid Management Information System). The EDITPS accepts and translates inbound X12 EDI HIPAA compliant transactions into the MMIS II proprietary legacy file format and the EDITPS generates outbound X12 EDI HIPAA compliant transactions based on data returned from MMIS II.

The MMIS II (Medicaid Management Information System) consists of 6 core subsystems: Recipient; Provider; Claims processing; Reference file; Surveillance and Utilization Review; and Management And Reporting Subsystem.(MARS) For Maryland, the MMIS II subsystems support the following functions: Eligibility; HealthChoice; Third Party Liability; Buy-in; Maryland Children's Health Program (MCHP); MCHP premium; Eligibility Verification System; Pre-Authorization; and Early and Preventive Screening, Diagnosis and Treatment (EPSDT).

The following are descriptions of several key components of the MMIS II and its supporting infrastructure:

- A. The key subsystems reside on an OS390 mainframe
- B. DB2 is the standard for database functions
- C. Mainframe MMIS II programming utilizes COBOL, CICS, VSAM, and JCL
- D. Management information reports are compiled using QMF, SQL, and IBI FOCUS
- E. eMedicaid is the web-based portal front-end to some MMIS II functionality
- F. Several more complex databases have been compiled for user manipulation with Visual Basic and PC-based Excel, Access and SQL server

The EDITPS system also includes the Common Client Index (CCI) Incarceration Match process as well as the Register Of Wills (ROW) Matching process. Both of these systems are built on the VisionWare MultiVue platform, running on EDITPS hardware.

3.4 PROFESSIONAL DEVELOPMENT

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

With TO Manager 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 TO. Actual course/training 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.

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

- A. Annapolis Data Center (ADC) policies and standards
- B. CORE Compliance per Section 1104 of the Affordable Care Act
- C. The State of Maryland System Development Life Cycle (SDLC) methodology
- D. The State of Maryland Information Technology Security Policy and Standards
- E. The State of Maryland Information Technology Non-Visual Access Standards
- F. The TO Contractor shall follow project management methodologies consistent with the PMI Project Management Body of Knowledge Guide.
- G. TO Contractor assigned personnel shall follow a consistent methodology for all TO activities.

3.6 REQUIREMENTS

3.6.1 TRANSITION-IN REQUIREMENTS

The TO Contractor shall support a contract Kick-Off Meeting within five (5) business days of Task Order approval with the Department team to understand and communicate timeline(s) and known requirements. The Kick-Off Meeting shall be held at DHMH's complex. The TO Contractor shall review the following at the kick-off meeting:

- A. A Transition-In Plan that provides for complete transition to a state of full capability and support. (see 3.6.1.1)
- B. Revised Staffing Management Plan (see 3.6.1.2)
- C. A draft Communications Plan (see 3.6.1.3)

3.6.2 Transition-In Requirements Timeline

The following is a calendar of events for the Transition-In Phase. All dates and timelines are ultimately at the discretion of the TO Manager and are subject to change. The acronyms (Calendar Days) and Business Days (BD) are used in the following calendar.

	NTP	NTP +5 CD	NTP +10 CD	NTP +30 CD	NTP +45 CD	NTP +60 CD	NTP +90 CD
Transition In-Plan							
Key Personnel On-Site							
Kick Off Meeting							
On-Boarding of Non-Key Personnel							
Communication Plan							
Non Key Personnel either On-Site or Approved Start Dates with Signed Letters of Intent							
Transition Period Results-Proof of Favorable Progress (Deliverable 3.6.1.4)							
TO Contractor Take-Over and Old Vendor Stand-Down							

Figure 3-7. Transition-In Phase Calendar of Events

3.6.2.1 Transition-In Plan

At the beginning of the contract a Transition-In Period shall begin for knowledge transfer between the Department's current vendor, DHMH staff, and the TO Contractor. The TO Contractor shall submit a final Transition-In Plan. The Transition-In Plan shall be in PDF format, and shall be submitted via email to the TO Manager. This documentation shall be treated as a deliverable in accordance with Section 3.8.4.

The Transition-In Plan shall address:

- A. Updated Staffing Management Plan
- B. Training/Orientation of TO Contractor Personnel
- C. Knowledge transfer for current environments and platforms, including a working knowledge of the Department's general business practices
- D. All matters concerning Department functions including processes and procedures for program migrations
- E. Other matters deemed important for the transition phase by either the Department or the Contractor

3.6.2.2 Staffing Management Plan

TO Contractor shall provide a Staffing Management Plan that follows the format shown in [Attachment 18](#).

3.6.2.3 Communication Plan

- A. The Communication Plan between the TO Contractor and the Department shall be provided in PDF format and include information for normal day-to-day contact and response information as well as a contingency communication information in case of an emergency event. The Master Contractor shall provide the names and titles of the Master Contractor's management staff who will manage the services rendered under this TO Agreement.
- B. The Communication Plan is a living document and shall be updated as needed, verified and dated at least quarterly, by the TO Contractor for the information to remain current. This documentation shall be treated as a deliverable in accordance with Section 3.8.4. So that the Communication Plan will be an effective tool, it shall include at a minimum: Name, Title, Responsibility Area, Telephone Number, mobile/cell phone number and Email Address for the following:
 - 1. The Master Contractor's management personnel that serves as point of contact for contractual issues and questions
 - 2. All Contractor Personnel assigned to this Task Order
 - 3. Corporate contact information
 - 4. Key DHMH staff contact information

C. -The TO Contractor is expected to include the following guidelines in their Communications' Plan:

Issue Type	Metric	Response Availability	Comments
Urgent Issues	Contractor Initiated-Phone call and e-mail to TO Manager within 1 hour of discovery.DHMH Initiated-Respond to phone and or e-mail within 1 hour.	7 days/week, 24 hrs. a day	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	Contractor Initiated-Phone call and e-mail to TO Manager within 2 hours of discovery. DHMH Initiated-Respond to phone and or e-mail within 2 hours.	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)
Trading Partner Inquiries	One (1) business day to respond to the inquirer.	Business days	

3.6.2.4 Transition-In Period Results

- A. The TO Contractor shall meet and successfully complete all aspects of the Transition-In Plan. The TO Contractor shall report the results of the Transition-In Period to the Department in a Transition Period Results document. This documentation shall be treated as a deliverable in accordance Section 3.8.4 'Favorable progress' as determined by the TO Manager will be the basis of the Department's acceptance.
1. 'Favorable progress' will be determined if all of the following conditions are met:
 2. 100% of the Key Personnel on board and have demonstrated the level of competence specified in their labor categories.
 3. Non key personnel have signed letters of intent with a start date approved by TO Manager.

If the TO Manager does not see conclusive results by the TO Contractor to ensure a smooth and effective complete transition to the TO Contractor by NTP+ forty-five (45) days, this may be the basis for the Department to terminate the Contract. If, as determined by the TO Manager,

the TO Contractor has made sufficient progress for transition and demonstrates that a smooth and effective complete transition to the TO Contractor is in the best interest of the Department, the Transition Period Documentation may be accepted by the TO Manager.

3.6.3 TRANSITION-OUT REQUIREMENTS

Prior to the end of the Task Order period the TO Contractor shall produce a Final Transition-Out Plan that outlines the transition of the powers, duties, and functions of tasks and tools to DHMH or another vendor no later than 90 calendar days prior to end of Task Order. The TO Contractor shall develop an outline of the proposed content of the Transition-Out Plan for the TO Manager review and comment no later than 180 calendar days prior to end of the Task Order. The Transition-Out Plan shall be issued in draft form once the outline has been approved by the TO Manager. The final Transition-Out Plan will be issued within five (5) business days of the receipt of the TO Manager's comments.

3.6.4 TO CONTRACTOR RESPONSIBILITIES

- A. The TO Contractor shall provide full-time dedicated support personnel on-site at DHMH OSOP main office, 201 W. Preston St, Baltimore, MD 21201 or at any other site designated by DHMH TO Manager. The TO Contractor shall work with the incumbent to retain as many staff as possible from the current Medicaid Management Information System (MMIS) resources after the TORFP award. The Contractor shall have full responsibility for transitioning and retaining staff currently employed by the incumbent.
- B. The TO Contractor shall provide software maintenance coverage for EDITPS. Continuous software maintenance coverage will include, but not be limited to, and as applicable: new versions, updates, enhancements and modifications to the EDITPS system. The TO Contractor shall operate and maintain the EDITPS system in a development, test, and production environment. This includes daily logging, file backup, daily maintenance activities on the SQL Server database.
- C. Any maintenance and support for the EDITPS system will be completed via Change Control Request (CCR) and Problem Request (PR). The Contractor, using the CCR form, shall identify and, upon approval to proceed, implement changes/enhancements to the EDITPS production/development/test environments. The CCR form will describe the requested change, and the work required to carry out the change. The TO Contractor shall provide a monthly status of all CCRs that have been approved (See [Attachment 22](#)). The TO Manager will sign CCRs to approve requests and again to approve production implementation.
- D. The CCR process will also be used for any ongoing development that is performed during the Task Order Agreement term. Issues encountered within the EDITPS categorized as emergency fixes, or issues requiring immediate resolution will follow the PR process.
- E. The TO Contractor, using the PR form, shall identify and implement the change to the EDITPS. The TO Contractor shall provide a monthly status of PRs that have been approved (See [Attachment 22](#)). The PR form will describe the requested change, and the work required to carry out the change. The TO Manager will sign PRs to approve requests and again to approve production implementation.

F. Operations and maintenance coverage shall include but not limited to the services listed below:

1. Claims /Encounter data files received shall be translated and uploaded in their entirety to the MMIS II mainframe within one (1) business day.
2. The TO Contractor shall ensure the EDITPS system remains compatible with the current and future OSOP operating system software to perform OSOP business functions.
3. The TO Contractor shall provide to OSOP enhancements and modifications of the software products that comprise the EDITPS systems, including but not limited to:
 - a. As a result of ongoing maintenance,
 - b. To ensure OSOP's systems will not become obsolete when new technology has been introduced in the IT industry that offers greater operating efficiency,
 - c. As required to correct malfunctions, defects, or operational problems, and
 - d. As required as a matter of federal law, State law, regulation in connection with OSOP's business, or policies and standards as specified by OSOP.
4. The TO Contractor shall update all documentation (for example, design documents) to incorporate any changes of the software products that comprise the EDITPS. The TO Contractor shall provide OSOP with copies in hard copy and in electronic format. OSOP has the right to reproduce the copies for OSOP staff use.
5. The TO Contractor shall be knowledgeable of the Council for Affordable Quality Healthcare (CAQH) Committee on Operating Rules for Information Exchange (CORE) certification requirements. The TO Contractor shall demonstrate experience working with a healthcare payor to achieve CORE Compliance per Section 1104 of the Affordable Care Act.
6. The TO Contractor shall support and is responsible for the following VisionWare MultiVue processes:
 - a. Register of Wills (ROW) Match
 - b. Common Client Index (CCI) Incarceration Match
 - c. Other Matches as defined by TO Manager
7. The TO Contractor shall support and be responsible for various MMIS II reports and file processes that are made available through the MMEE portal and/or SFTP server.
8. The TO Contractor shall provide daily maintenance and monitoring of the EDITPS Communication system to MMIS II and Trading Partners. The TO Contractor shall also provide daily Connect: Direct support and Web portal application and communications support.
9. During the course of the Task Order, 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.

3.6.5 SERVICE LEVEL AGREEMENT (SLA)

3.6.5.1 Service Level Agreement Liquidated Damages

Time is an essential element of the TO and it is important that the work be vigorously prosecuted until completion. For work that is not completed within the time(s) specified in the performance measurements below, the TO Contractor shall be liable for liquidated damages in the amount(s) provided for in this TO Agreement, provided, however, that due account shall be taken of any adjustment of specified completion time(s) for completion of work as granted by approved change orders and/or Work Orders.

The parties agree that any assessment of liquidated damages shall be construed and treated by the parties not as imposing a penalty upon the TO Contractor, but as liquidated damages to compensate the State for the TO Contractor's failure to timely complete TO Agreement work, including Work Orders.

For purposes of SLA credit calculation, Monthly Charges are defined as the charges invoiced during the month of the breach for the monthly fixed services as set forth in Attachment 1, Price Sheet.

3.6.5.2 SLA Effective Date (SLA Activation Date)

SLAs set forth herein shall be in effect beginning with the commencement of monthly services as of the completion of the Transition-In Period. The TO Contractor shall be responsible for complying with all performance measurements, and shall also ensure compliance by all Subcontractors.

Beginning on the SLA Activation Date, for any performance measurement not met during the monthly reporting period, the SLA credit for that individual measurement shall be applied to the Monthly Charges.

3.6.5.3 Service Level Reporting

The TO Contractor shall provide detailed monthly reports evidencing the attained level for each SLA set forth herein.

The TO Manager or designee will monitor and review TO Contractor performance standards on a monthly basis, based on TO Contractor-provided reports for this Task Order. The TO Contractor shall provide a monthly summary report for SLA performance via e-mail to the TO Manager.

If any of the performance measurements are not met during the monthly reporting period, the TO Manager or designee will notify the TO Contractor of the standard that is not in compliance.

3.6.5.4 Credit for failure to meet SLA

TO Contractor's failure to meet an SLA will result in a credit, as liquidated damages and not as a penalty, to the Monthly Charges payable by the State during the month of the breach. The reductions will be cumulative for each missed service requirement. The State, at its option for amount due the State as liquidated damages, may deduct such from any money payable to the TO Contractor or may bill the TO Contractor as a separate item. The reductions will be cumulative for each missed service requirement. In the result of a catastrophic failure affecting the entire System, all affected SLAs shall be credited to the State. In no event shall the aggregate of all SLA credits paid to the State in any calendar month exceed 25% of the Monthly Charges.

Example: If the Monthly Charges were \$100,000 and one SLA were missed, with an applicable 4% credit, the credit to the monthly invoice would be \$4,000, and the State would pay a net Monthly Charge of \$96,000.

3.6.5.5 Root Cause Analysis

If the same SLA measurement yields an SLA credit more than once, the TO Contractor shall conduct a root cause analysis. Such root cause analysis shall be provided within 30 days of the second breach, and every breach thereafter.

3.6.5.6 Service Level Measurements Table (System performance)

The TO Contractor shall comply with the service level measurements in the following table:

Service Levels	Metric	Response Availability	Liquidated Damages	Comments
Disaster Recovery (DR)	Site must be available in the event of a disaster or other reasons as determined by the TO Manager	Recovery Time Objective(RTO): 24 hours	\$500 per hour	Any changes to the operational status of the DR site must be communicated to the TO Manager within four (4) hours. Excludes delays that are not under the direct control of the TO Contractor. DR Hosting is not the responsibility of this TORFP.
DR Plan Reconstitution Phase	Production EDITPS must be operational after TO Manager issues instruction to return operations to the Original Production Site, or a substitute Production Site	3 Business Days	\$500 per Business Day	Excludes delays that are not under the direct control of the TO Contractor.
EDITPS Web Portal	The MMEE Portal must be fully available for customer use.	99.5% uptime Calculated on monthly basis.	\$200 per hour	Except scheduled maintenance that has been pre-approved by the TO Manager. Excludes Outages that are not under the direct control of the TO Contractor.

***Business hours for Agency are 8-5pm Monday-Friday.**

3.6.5.7 Problem Response Definitions and Times

- A. The TO Contractor shall meet the Problem response time and resolution requirements.
- B. The TO Contractor shall provide a monthly report to monitor and detail response times and resolution times.

3.6.6 BACKUP / DISASTER RECOVERY

- A. The TO Contractor shall perform daily incremental backups and full weekly backups of all volumes of the EDITPS and database servers.
- B. Daily backups shall be retained for one month, and weekly backups shall be retained for six months.
- C. All backups shall be encrypted.
- D. Weekly backups shall be securely stored off-site by the DHMH off-site storage vendor following existing DHMH procedures. The TO Contractor shall follow the existing EDITPS backup procedures.
- E. The TO Contractor shall maintain the existing Disaster Recovery Plan.
- F. TO Contractor shall ensure a Recovery Point Objective (RPO) of 15 minutes.
- G. The TO Contractor shall perform a Disaster Recovery test once per year. The results must be documented and must be approved by the TO Manager.
- H. TO Contractor shall be responsible for ensuring EDITPS data is replicated to the DR facility and is functional.
- I. TO Contractor shall deploy updates for all EDITPS system software, including the operating system updates, to the DR site within 72 hours of production deployment.

3.6.7 REQUIREMENTS FOR HARDWARE, SOFTWARE, AND MATERIALS

The TO Contractor is not responsible for supplying any hardware or software. The Department will issue workstations for Contractor Personnel to perform work.

3.7 PERFORMANCE AND PERSONNEL

3.7.1 WORK HOURS

- A. Business Hours Support: The TO Contractor Personnel shall work an eight (8) hour day (hours to be approved by the TO Manager), Monday through Friday except for State holidays (including but not limited to Service Reduction Days or mandatory State Furlough Days). Work is to be performed on-site at 201 W. Preston Street, Baltimore, Maryland or any other site as designated by the TO Manager. The TO Contractor Personnel shall work a shift of 8.5 hours with ½ hour for lunch during the core business hours of 9:00 AM to 3:00 PM local time. A DHMH supervisor must approve TO Contractor Personnel's work schedule hours. This

is a 40 hour work week. Deviations to this schedule, with the exception of on-call production support, shall be approved in writing by the TO Manager or designee.

In addition to the preceding paragraph, services may also involve some evening and/or weekend hours performing planned system upgrades and on-call production support in addition to core business-day hours. Hours performing system upgrades would be billed on actual time worked at the rates proposed. Additional hours above 40 hours will typically be substituted for time off on a 1:1 basis (For every additional hour of over 40 hours, an equivalent hour will be accrued for time off). Additional hours above 40 hours may be paid at the proposed hourly rate but must be approved by both the TO Manager and Department TO Manager. DHMH will make no additional payments over and above the stated Task Order NTE amount.

- B. Scheduled non-Business Hours Support: Personnel will also be required to participate in a rotating emergency on-call schedule, providing non-Business Hours support. Typically, personnel assigned to DHMH non-Business Hours support are required to be on-call 24 hours a day for a seven-day period, one week out of every six (6) to eight (8) weeks.
- C. Non-Business Hours Support: After hours support may be necessary to respond to emergency situations. .
- D. 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.
- E. Minimum Hours: TO Contractor Personnel may be required 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.
- F. 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.

3.7.2 DIRECTED PERSONNEL REPLACEMENT

- A. The TO Manager may direct the TO Contractor to replace any TO Contractor Personnel who, in the sole discretion of the TO Manager, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law or Department, Contract, or Task Order requirement.
- B. If deemed appropriate in the discretion of the TO Manager, the TO Manager shall give written notice of any personnel performance issues to the TO Contractor, describing the problem and delineating the remediation requirement(s). The TO Contractor shall provide a written Remediation Plan within three (3) days of the date of the notice. If the TO Manager rejects the Remediation Plan, the TO Contractor shall revise and resubmit the plan to the TO Manager within five (5) days of the rejection, or in the timeframe set forth by the

TO Manager in writing. Once a Remediation Plan has been accepted in writing by the TO Manager, the TO Contractor shall immediately implement the Remediation Plan.

- C. Should performance issues persist despite the approved Remediation Plan, the TO Manager will give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the removal and replacement of the TO Contractor Personnel whose performance is at issue. A request for a new Remediation Plan will follow the procedure described in Section 3.7.2B.
- D. In circumstances of directed removal, the TO Contractor shall provide a suitable replacement for TO Manager's approval within fifteen (15) days of date of the notification of directed removal, or the actual removal, whichever occurs first. However, if the TO Manager determines that the State's best interests require removal of the TO Contractor Personnel with less than fifteen (15) days' notice, the TO Manager can direct removal in shorter timeframe, including immediate removal.
- E. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described above. However, the TO Manager reserves the right to direct immediate personnel replacement without utilizing the remediation procedure described above.
- F. Replacement or substitution of TO Contractor Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Task Order or which otherwise may be available at law or in equity.

3.7.3 SUBSTITUTION OF PERSONNEL

3.7.3.1 PRIOR TO AND 30 DAYS AFTER TASK ORDER EXECUTION

Prior to Task Order Execution or within thirty (30) days after Task Order Execution, the Offeror may substitute proposed Key Personnel only under the following circumstances: vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an Extraordinary Personnel Event, or death of such personnel. To qualify for such substitution, the Offeror must describe to the State's satisfaction the event necessitating substitution and must demonstrate that the originally proposed personnel are actual full-time direct employees with the Offeror (subcontractors, temporary staff or 1099 contractors do not qualify). Proposed substitutions shall be of equal caliber or higher, in the State's sole discretion. Proposed substitutes deemed by the State to be less qualified than the originally proposed individual may be grounds for pre-award disqualification or post-award termination.

An **Extraordinary Personnel Event** – means Leave under the Family Medical Leave Act; an incapacitating injury or incapacitating illness; or other circumstances that in the sole discretion of the State warrant an extended leave of absence, such as extended jury duty or extended military service.

3.7.3.2 SUBSTITUTION POST 30 DAYS AFTER TASK ORDER EXECUTION

The procedure for substituting personnel after Task Order execution 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 individual specifying the intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.
- C) Proposed substitute individual shall be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute personnel and may require that such interviews be in person. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution. If no acceptable substitute personnel is proposed within the time frame established by the TO Manager, the TO Agreement may be cancelled.

3.7.4 PREMISES AND OPERATIONAL SECURITY

- A) Prior to commencement of work, TO Contractor Personnel to be assigned to perform work under the resulting Task Order shall be required to submit criminal background check certification to DHMH from recognized Law Enforcement Agencies, including the FBI. TO Contractor shall be responsible for ensuring that TO Contractor Personnel background check certifications are renewed annually, and at the sole expense to the TO Contractor. DHMH reserves the right to disqualify any TO Contractor Personnel whose background checks suggest conduct, involvements, and/or associations that DHMH determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this TORFP. DHMH reserves the right to perform additional background checks on TO Contractor Personnel.
- B) Further, TO Contractor Personnel may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Contractor Personnel to be accompanied while on secured premises.
- C) TO Contractor Personnel shall, while on State premises, display their State issued identification cards without exception. Cost of ID card shall be at the expense of the TO Contractor. ID Cards shall be renewed on an annual basis.
- D) TO Contractor Personnel shall follow the State of Maryland IT Security Policy and Standards throughout the term of the TO Agreement.
- E) The State reserves the right to request that the TO Contractor submit proof of employment authorization for non-United States citizens, prior to commencement of TO Contractor Personnel work under the Task Order.
- F) TO Contractor shall remove any TO Contractor Personnel from working on the resulting TO Agreement where the State of Maryland determines that said TO Contractor Personnel has not adhered to the security requirements specified herein.
- G) The cost of complying with all security requirements specified herein are the sole responsibility and obligation 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.

TO Contractor shall complete a criminal background check prior to any individual TO Contractor Personnel being assigned work on the project. TO Contractor shall provide a Criminal Background Check Affidavit (Attachment 17) within 45 days of NTP.

3.7.5 WORK SPACE, WORKSTATIONS, NETWORK CONNECTIVITY AND SOFTWARE

The DHMH will provide all necessary office space, network connectivity and required workstation hardware/software necessary to complete the requirements of this Task Order.

- A) The DHMH will supply TO Contractor Personnel with the necessary computer hardware, software, network, printers, phones and general office supplies to perform duties on-site as outlined in this TORFP.
- B) The TO Master Contractor shall protect DHMH OSOP data and documentation through its use of security protocols, network protection and computer equipment security as specified by HIPAA, HiTECH, and the State of Maryland Information Technology Security Policies, available to review at the DoIT Website at:
<http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>

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3.8 DELIVERABLES

3.8.1 DELIVERABLE SUBMISSION

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 3.7.3**. 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 3.7.3**

3.8.2 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 3.8.4 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 8). 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 3.10 Invoicing.

In the event of rejection of a deliverable, 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.

At the TO Manager's discretion, 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.

3.8.3 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.

3.8.4 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

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

Table 3-2. Deliverables

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
3.8.4.1	Transition-In Plan Section 3.6.1.1	PDF document that provides for complete transition to a state of full capability and support.	NTP
3.8.4.2	Kick-off Meeting Section 3.6.1	Initial meeting with OSOP Management to understand and communicate timeline and requirements.	NTP
3.8.4.3	Communication Plan Section 3.6.1.3	PDF document that includes information for normal day-to-day contact and response information as well as a contingency communication information in case of an emergency event	NTP + 10 Calendar Days
3.8.4.4	Transition Period Results Section 3.6.1.4	PDF document that describes ‘Favorable progress’ as determined by the TO Manager.	NTP +45 Calendar Days
3.8.4.5	Disaster Recovery Plan Update Section 3.6.6	Current EDITPS Disaster Recovery Plan in MS Word that clearly identifies plan updates approved by TO Manager.	NTP +45 Calendar Days, then every 6 months thereafter.

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
3.8.4.6	Disaster Recovery Test Results Section 3.6.6	MS Word document that documents Disaster Recovery test results, in format approved by TO Manager.	Initial test date to be determined by TO Manager. Conduct annual Disaster Recovery Test thereafter.
3.8.4.5	Weekly Status Report	MS Word and/or MS Excel document that captures and tracks ongoing project activities and status. The report will capture activities completed in the past week, activities planned for the following week, and the completion status of project deliverables. The report will describe issues identified on the project and the status of efforts to resolve issues. At a minimum, all status reports shall contain: CCR, PR Number, Change/Enhancement Description Summary, Date Approved, Percentage Completed, Assigned To, and is complete – Scheduled Implementation Date. Sample of CCR and PR reporting tables can be found in <u>Attachment 21</u> .	Weekly due 2 nd Business Day following reporting period. (ongoing for the life of the Task Order)
3.8.4.6	Weekly Labor Report	MS Word and/or MS Excel document that captures and tracks weekly labor hours for each staff member, sample format can be found in <u>Attachment 19</u> .	Weekly due 2 nd Business Day following reporting period. (ongoing for the life of the Task Order)
3.8.4.7	EDITPS Monthly Status Report Section 3.6.3	MS Word document that captures the data found in <u>Attachment 21</u>	Monthly due 5 Business Days following reporting period. (ongoing for life of the Task Order)
3.8.4.8	EDITPS Monthly CCR and PR Summary Report Section 3.6.3	MS Word document that captures the data found in <u>Attachment 22</u> .	Monthly due 5 Business Days following reporting period. (ongoing for life of the Task Order)

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
3.8.4.9	Transition-Out Plan Outline Section 3.6.2	PDF document that outlines the transition of the powers, duties, and functions of tasks and tools to DHMH or another vendor.	180 calendar days prior end of Task Order Agreement period.
3.8.4.10	Transition-Out Plan Section 3.6.2	PDF document that describes the transition of the powers, duties, and functions of tasks and tools to DHMH or another vendor.	90 calendar days prior to end of Task Order Agreement period.

3.9 WORK ORDER PROCESS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

3.10 INVOICING

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 be submitted to the TO Manager for payment approval as described below. Invoices shall be submitted monthly.

3.10.1 INVOICE SUBMISSION PROCEDURE

- A) Proper invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, "DHMH OSOP" as the recipient, date of invoice, TO Agreement number, invoiced item description, invoiced item 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) All invoices submitted for payment shall be accompanied by signed notice(s) of acceptance as described below. Payment of invoices will be withheld if the appropriate signed acceptance form documentation is not submitted.
 - a) To be considered a proper T&M invoice the TO Contractor shall include with the signed invoice a signed timesheet. Include for each person covered by the invoice the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount and a copy of each person's timesheet for the period signed by the TO Manager.
- C) The TO Contractor shall e-mail the original of each invoice and signed notice(s) of acceptance to the TO Requesting Agency e-mail address, , with a copy to the TO Manager.
- D) 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.

3.10.2 ADDITIONAL INVOICE CONTENT

- A. All invoices for services shall be signed by the TO Contractor and submitted to the TO Manager. All invoices shall include all of the following information:
1. TO Contractor name
 2. Remittance address
 3. Federal taxpayer identification number (or if sole proprietorship, the individual's social security number)
 4. Invoice period
 5. Invoice date
 6. Invoice number
 7. State assigned Contract number
 8. State assigned (Blanket) Purchase Order number(s)
 9. Goods or services provided
 10. Amount due
 11. E-mail address/phone number of TO Contractor's POC
 12. Supporting Documentation
- B. Invoices submitted without the required information cannot be processed for payment until the TO Contractor provides the required information.

3.10.3 TIME SHEET SUBMISSION AND ACCEPTANCE

Time sheets shall be submitted to the TO Manager prior to invoicing. The TO Manager shall sign the timesheet to indicate authorization to invoice.

Within three (3) business days after the 15th and last day of the month, the TO Contractor shall submit a semi-monthly timesheet for the preceding half month providing data for all resources provided under the TO.

At a minimum, each semi-monthly timesheet shall show:

- A) Title: TIME SHEET FOR THE ELECTRONIC DATA INTERCHANGE TRANSACTION PROCESSING SYSTEM OPERATION, SUPPORT AND MAINTENANCE
- B) Issuing company name, address, and telephone number
- C) For each employee /resource:
 - a) Employee / resource name
 - b) For each Period ending date, e.g., "Period Ending: mm/dd/yyyy" (Periods run 1st through 15th and 16th through last day of the month.
 - (1) Tasks completed that week and the associated deliverable names and ID#s
 - (2) Number of hours worked each day
 - (3) Total number of hours worked that Period
 - (4) Weekly variance above or below 40 hours

- (5) Annual number of hours planned under the TO
- (6) Annual number of hours worked to date
- (7) Balance of hours remaining
- (8) Annual variance to date (Sum of periodic variances)
- (9) Cumulative Total Amount of year to date expenditures

D) Signature and date lines for the TO Manager

3.11 INSURANCE

Offeror shall confirm that, as of the date of its proposal, the insurance policies incorporated into its Master Contract are still current and effective at the required levels (See Master Contract Section 2.7).

The Offeror shall also confirm that any insurance policies intended to satisfy the requirements of this TORFP are issued by a company that is licensed to do business in the State of Maryland.

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4 TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

4.1 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.

4.2 SUBMISSION

4.2.1 E-MAIL SUBMISSION

The TO Technical Proposal shall be submitted in one or more separate e-mails from the TO Financial Proposal.

DHMH can only accept e-mails that are less than or equal to 25 MB. If a submission exceeds this size, split the submission into two or more parts and include the appropriate part number in the subject (e.g., part 1 of 2) after the subject line information above.

The TO Technical Proposal shall be contained in one or more unencrypted e-mails, with two attachments. This e-mail shall include:

- A) Subject line “CATS+ TORFP # M00B6400312 Technical” plus the Master Contractor Name
- B) One attachment labeled “TORFP M00B6400312 Technical - Attachments” containing all Technical Proposal Attachments (see Section 4.3 below), signed and in PDF format.
- C) One attachment labeled “TORFP M00B6400312 Technical – Proposal” in Microsoft Word format (2007 or later).

The TO Financial Proposal shall be contained in one e-mail containing as attachments all submission documents detailed in Section 4.4.2, with password protection.

DHMH will contact Offerors for the password to open each file. Each file shall be encrypted with the same password. The TO Procurement Officer will only contact those Offerors with TO Proposals that are reasonably susceptible for award. Offerors that are unable to provide a password that opens the TO Financial Proposal documents will be deemed not susceptible for award. Subsequent submissions of financial content will not be allowed. This e-mail shall include:

- A) Subject line “CATS+ TORFP # M00B6400312 Financial” plus the Master Contractor Name
- B) One attachment labeled “TORFP M00B6400312 Financial” containing the TO Financial Proposal contents, signed and in PDF format.

4.2.2 PAPER SUBMISSION

The DHMH strongly desires TO Proposal submissions in e-mail format. An Offeror wishing to deliver a hard copy (paper) TO Proposal shall contact the TO Procurement Officer for instructions.

4.3 SUMMARY OF ATTACHMENTS

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

The following signed attachments shall be included with the TO Technical Proposal in PDF format (for e-mail delivery). Attachment 2 - MBE forms 1A

- A) Attachment 4 – Conflict of Interest Affidavit and Disclosure
- B) Attachment 5A and 5B- Attachment 5A Minimum Qualifications Summary and Attachment 5B Personnel Resume Form
- C) Attachment 12 – Living Wage Affidavit of Agreement
- D) Attachment 15 - Certification Regarding Investments in Iran

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

- A) Attachment 1 Price Sheet – Signed PDF

4.4 PROPOSAL FORMAT

A TO Proposal shall contain the following sections in order:

4.4.1 TO TECHNICAL PROPOSAL

Important: A TO Technical Proposal shall include NO pricing information.

- A) Proposed Services
 - 1) Executive Summary: A one-page summary describing the Offeror’s understanding of the TORFP scope of work (**Section 3**) and proposed solution.
 - 2) Proposed Solution: A more detailed description of the Offeror’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 3**.
 - 3) Assumptions: A description of any assumptions formed by the Master Contractor in developing the TO Technical Proposal.
 - 4) Tools the Master Contractor owns and proposes for use to meet any requirements in **Section 3**.
- B) Compliance with Master Contractor’s Company Minimum Qualifications

Master Contractors will complete the following table to demonstrate compliance with the Master Contractor’s Company Minimum Requirements in **Section 3**.

Table 4-1. Offeror’s Company Minimum Qualifications

Reference	Master Contractor Company Minimum Requirement	Evidence of Compliance
2.1.1	1. The Master Contractor shall have experience providing personnel resources on at least three (3) IT projects each valued at \$2.0 million or greater.	Offeror evidence of compliance here.
2.1.1	1.a The experience must include providing at least five (5) different personnel resources simultaneously on an engagement that was within the last five (5) years and the engagement must have lasted at least three (3) years. Subcontractor experience may be used to meet these requirements.	Offeror evidence of compliance here.
2.1.1	2. The Master Contractor shall provide with its proposal at least three (3) references able to attest to the Master Contractors’ experience.	Offeror evidence of compliance here.

C) Proposed Personnel and TORFP Staffing

Master Contractor shall propose exactly four (4) Key resources in response to this TORFP.

- 1) Complete and provide for each proposed resource Attachment 5A Minimum Qualifications Summary and Attachment 5B Personnel Resume Form.
- 2) Provide evidence proposed personnel possess required certifications in accordance with Section 2.1.2 Offeror’s Personnel Minimum Qualifications.
- 3) Provide three (3) references per proposed Key Personnel containing the information listed in Attachment 5B.
- 4) Provide a Staffing Management Plan that demonstrates how the Offeror will provide the four(4) Non-Key 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 Task Order
 - 5) Provide the names and titles of the Offeror's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.
- D) MBE, SBE Participation and VSBE Participation
- Submit completed MBE documents 2-1A
- E) Subcontractors
- Identify all proposed subcontractors, including MBEs, and their roles in the performance of Section 3 - Scope of Work.
- F) Overall Offeror team organizational chart
- Provide up to 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 three examples of engagements or contracts the Master Contractor or subcontractor, if applicable, has completed that were similar to Section 3 - Scope of Work. Include contact information for each client organization complete with the following:
 - a) Name of organization
 - b) Point of contact name, title, e-mail and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
 - c) Services provided as they relate to Section 3 - 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, e-mail, 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 4, of the General Provisions 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.

Offeror shall furnish a list that identifies each section of the TO Technical Proposal where, in the Offeror's opinion, the Offeror's response should not be disclosed by the State under the Public Information Act.

J) Economic Benefit to the State

Master Contractor shall submit with its proposal a narrative describing benefits that will accrue to the Maryland economy as a direct or indirect result of its performance on this contract including:

- 1) Contract Dollars to be recycled into Maryland's economy in support of the Contract.
- 2) The number and types of jobs for Maryland residents resulting from this Contract.
- 3) Tax revenues to be generated for Maryland and its political subdivisions as a result of the Contract.
- 4) Subcontract dollars committed to Maryland small business and MBEs.

4.4.2 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 Price Sheet);
- B) Attachment 1– Price Sheet, with all proposed labor categories including all rates fully loaded. Master Contractors shall list all key resources by approved CATS+ labor categories in the price proposal.
- C) To be responsive to this TORFP, the Price Sheet (Attachment 1) shall provide labor rates for all labor categories anticipated for this TORFP. Proposed rates shall not 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.

Note: Failure to specify a CATS+ labor category in the completed Price Sheet for each proposed resource will make the TO proposal non-responsive to this TORFP.

D) Prices shall be valid for 120 days.

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5 TASK ORDER AWARD PROCESS

5.1 OVERVIEW

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate Functional Area responding to the CATS+ TORFP. In making the TO Agreement award determination, the TO Requesting Agency will consider all information submitted in accordance with Section 2.

5.2 TO PROPOSAL EVALUATION CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance. Failure to meet the minimum qualifications shall render a TO Proposal not reasonably susceptible for award:

- A) The overall experience, capability and references for the Master Contractor as described in the Master Contractor's TO Technical Proposal.
- B) Experience and Qualifications of Proposed Key Personnel. The capability of the proposed resources to perform the required tasks and produce the required deliverables in the TORFP Scope of Work – Section 3. Capability will be determined from each proposed individual's resume, reference checks, and oral presentation (See Section 1.5 Interviews).
- C) The ability for the Master Contractor to meet staffing expectations relative to supplying additional resources meeting qualifications in Section 2.2..
- D) The Master Contractor's overall understanding of the TORFP Scope of Work – Section 4.4. Level of understanding will be determined by the quality and accuracy of the TO Technical Proposal in adherence with Section 4.4.

5.3 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 4.4.1 TO Technical Proposal.

Interviews will be performed for proposed Key Personnel (

Table 2-1) from all TO Proposals deemed technically qualified. Initial interviews shall be performed by telephone for all Offerors meeting minimum qualifications. At the discretion of the State, subsequent interviews may be performed by telephone or in-person.

As described in Section 1.5, in the event that more than ten (10) responsive proposals, the TO Procurement Officer may perform a down select. The TO Procurement Officer will notify the Offeror at time of scheduling initial interviews whether subsequent rounds of interviews are required. When used, the down select procedures to be followed by the TO Procurement Officer are as follows:

- a) An initial interview of Key Personnel will be performed for all proposals meeting minimum requirements.
 - b) A technical ranking will be performed for all proposals based on the initial interviews. Proposals will be ranked from highest to lowest for technical merit based on the quality of the proposals submitted and interview results.
 - c) The top ten (10) proposals identified by the technical ranking will be notified of additional interviews. All other Offerors will be notified of non-selection for this TORFP.
- B) 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.
- C) Qualified TO Financial Proposal responses will be reviewed and ranked from lowest to highest price proposed.
- D) 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.
- E) All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

5.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon

- a. Issuance of a fully executed TO Agreement,
- b. Non-Disclosure Agreement (TO Contractor),
- c. Purchase Order, and
- d. by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed (sample).
- e. Additionally each resource provided must undergo a required Criminal Background Check as required by the DHMH, whereby the results of the background check will determine if said resource can begin work under this TORFP.
- f. Criminal Background Check Affidavit (Attachment 17)

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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	Applicable	Submit with TO Financial Proposal with password protection
Attachment 2	Minority Business Enterprise Participation (Attachments 1A – 5)	Applicable	Submit Attachment 1A with TO Technical Proposal
Attachment 3	Task Order Agreement (TO Agreement)	Applicable	Do Not Submit with Proposal
Attachment 4	Conflict of Interest Affidavit and Disclosure	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)	Applicable	Do Not Submit with Proposal
Attachment 8	Agency Deliverable Product Acceptance Form (DPAF)	Applicable	Submit with Proposal
Attachment 9	Non-Disclosure Agreement (Offeror)	Applicable	Submit with Proposal
Attachment 10	Non-Disclosure Agreement (TO Contractor)	Applicable	Do Not Submit with Proposal
Attachment 11	TO Contractor Self-Reporting Checklist	Applicable	Do Not Submit with Proposal
Attachment 12	Living Wage Affidavit of Agreement	Applicable	Submit with TO Technical Proposal
Attachment 13	Mercury Affidavit	Not Applicable	N/A
Attachment 14	Veteran Owned Small Business Enterprise Utilization Affidavit	Not Applicable	Do Not Submit with TO Technical Proposal
Attachment 15	Certification Regarding Investments in Iran	Applicable	Submit with TO Technical Proposal
Attachment 16	Sample Work Order	Not Applicable	N/A
Attachment 17	Criminal Background Check Affidavit	Applicable	Do Not Submit with Proposal
Attachment 18	Staffing Management Plan	Applicable	Submit with TO Technical Proposal
Attachment 19	Weekly Labor Report Sample	Applicable	Do Not Submit with Proposal
Attachment 20	EDITPS Production Environment	Applicable	Do Not Submit with Proposal
Attachment 21	EDITPS Monthly Report Sample	Applicable	Do Not Submit with Proposal
Attachment 22	EDITPS Monthly CCR & PR Summary Reports	Applicable	Do Not Submit with Proposal

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

ATTACHMENT 1 PRICE SHEET

PRICE SHEET (TIME AND MATERIALS) FOR CATS+ TORFP OPASS # 16-15834

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

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

BASE YEAR 1

Positions	CATS+ Labor Category Proposed by Master Contractor	A		B		C	
		Hourly Labor Rate	# of Staff	Total Annual Class Hours	Extended Price (AxB)		
TO Contractor Manager		\$	1	2080	\$		
Subject Matter Expert (EDI X12, HIPAA)		\$	1	2080	\$		
Senior Programmer Analyst		\$	2	4160	\$		
Database Management Specialist (SQL Server)		\$	1	2080	\$		
Application Programmer		\$	1	2080	\$		
Systems Design Architect		\$	1	2080	\$		
Base Year 1 SubTotal Price			7				

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.

BASE YEAR 2

Positions	CATS+ Labor Category Proposed by Master Contractor	A		B		C	
		Hourly Labor Rate	# of Staff	Total Annual Class Hours	Extended Price (AxB)		
TO Contractor Manager		\$	1	2080	\$		
Subject Matter Expert (EDI X12, HIPAA)		\$	1	2080	\$		
Senior Programmer Analyst		\$	2	4160	\$		
Database Management Specialist (SQL Server)		\$	1	2080	\$		
Application Programmer		\$	1	2080	\$		
Systems Design Architect		\$	1	2080	\$		
Base Year 2 SubTotal Price			7				

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.

BASE YEAR 3

Positions	CATS+ Labor Category Proposed by Master Contractor	A	B		C
		Hourly Labor Rate	# of Staff	Total Annual Class Hours	Extended Price (AxB)
TO Contractor Manager		\$	1	2080	\$
Subject Matter Expert (EDI X12, HIPAA)		\$	1	2080	\$
Senior Programmer Analyst		\$	2	4160	\$
Database Management Specialist (SQL Server)		\$	1	2080	\$
Application Programmer		\$	1	2080	\$
Systems Design Architect		\$	1	2080	\$
Base Year 3 SubTotal Price			7		\$

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.

OPTION YEAR 1

Positions	CATS+ Labor Category Proposed by Master Contractor	A	B		C
		Hourly Labor Rate	# of Staff	Total Annual Class Hours	Extended Price (AxB)
TO Contractor Manager		\$	1	2080	\$
Subject Matter Expert (EDI X12, HIPAA)		\$	1	2080	\$
Senior Programmer Analyst		\$	2	4160	\$
Database Management Specialist (SQL Server)		\$	1	2080	\$
Application Programmer		\$	1	2080	\$
Systems Design Architect		\$	1	2080	\$
Option Year 1 SubTotal Price			7		\$

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.

OPTION YEAR 2

Positions		A	B		C
	CATS+ Labor Category Proposed by Master Contractor	Hourly Labor Rate	# of Staff	Total Annual Class Hours	Extended Price (AxB)
TO Contractor Manager		\$	1	2080	\$
Subject Matter Expert (EDI X12, HIPAA)		\$	1	2080	\$
Senior Programmer Analyst		\$	2	4160	\$
Database Management Specialist (SQL Server)		\$	1	2080	\$
Application Programmer		\$	1	2080	\$
Systems Design Architect		\$	1	2080	\$
Option Year 2 SubTotal Price			7		\$

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 1 - Price Sheet

Total Evaluated Price - Base and Options

OPASS # 16-15834	Extended Price
Base Year 1 SubTotal Price	\$
Base Year 2 SubTotal Price	\$
Base Year 3 SubTotal Price	\$
SUBTOTAL Contract Base Period Price	\$
Option Year 1 SubTotal Price	\$
Option Year 2 SubTotal Price	\$
SUBTOTAL Options Price	\$
Total Evaluated Price (Basis of Award)	\$

SUBMITTED BY:

AUTHORIZED SIGNATURE: _____

DATE: _____

PRINTED NAME AND TITLE: _____

COMPANY NAME: _____

COMPANY ADDRESS: _____

LOCATION(S) FROM WHICH SERVICES WILL BE PERFORMED (CITY/STATE):

FEIN: _____

EMM #: _____

TELEPHONE: (_____) _____ -- _____

FAX: (_____) _____ -- _____

E-MAIL: _____

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

CATS+ TORFP # M00B6400312

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 2-4A (Prime Contractor Paid/Unpaid MBE Invoice Report), 2-4B (MBE Prime Contractor Report) and 2-5 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
- 2) The TO Contractor must complete a separate Form 2-4A 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 2-5 (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 2-5 (upper right corner of the form) for the subcontractor. 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 2-5 report only**. Therefore, if the subcontractor(s) do not submit 2-5 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 2-4A. 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.
- 5) 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.

1A MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT & MBE PARTICIPATION SCHEDULE

INSTRUCTIONS

PLEASE READ BEFORE COMPLETING THIS FORM

This form includes Instructions and the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule which must be submitted with the bid/proposal. If the bidder/offeree fails to accurately complete and submit this Affidavit and Schedule with the bid or proposal as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award.

1. Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the minority business enterprise (MBE) subcontractor participation goal stated in the Invitation for Bids or Request for Proposals. Contractor agrees to exercise good faith efforts to carry out the requirements set forth in these Instructions, as authorized by the Code of Maryland Regulations (COMAR) 21.11.03.
2. MBE Goals and Subgoals: Please review the solicitation for information regarding the Contract's MBE overall participation goals and subgoals. After satisfying the requirements for any established subgoals, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.
3. MBE means a minority business enterprise that is certified by the Maryland Department of Transportation ("MDOT"). Only entities certified by MDOT may be counted for purposes of achieving the MBE participation goals. In order to be counted for purposes of achieving the MBE participation goals, the MBE firm, including a MBE prime, must be MDOT-certified for the services, materials or supplies that it is committed to perform on the MBE Participation Schedule.
4. Please refer to the MDOT MBE Directory at www.mdot.state.md.us to determine if a firm is certified with the appropriate North American Industry Classification System ("NAICS") Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS, please visit www.naics.com. Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals. **WARNING:** If the firm's NAICS Code is in graduated status, such services/products **may not be counted** for purposes of achieving the MBE participation goals. A NAICS Code is in the graduated status if the term "Graduated" follows the Code in the MDOT MBE Directory.
5. **NOTE: New Guidelines Regarding MBE Prime Self-Performance.** Please note that when a certified MBE firm participates as a prime contractor on a contract, a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own forces toward fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract. In order to receive credit for self-performance, an MBE prime must list its firm in Section 4A of the MBE Participation Schedule, including the certification category under

which the MBE prime is self-performing and include information regarding the work it will self-perform. For the remaining portion of the overall goal and the subgoals, the MBE prime must also identify other certified MBE subcontractors (see Section 4B of the MBE Participation Schedule) used to meet those goals or request a waiver. For example, for a construction contract that has a 27% MBE overall participation goal and subgoals of 7% for African American firms and 4% for Asian American firms, subject to Section 4 above and this Section 5, a certified African American MBE prime can self-perform (a) up to 13.5 % of the overall goal and (b) up to 7% of the African American subgoal. The remainder of the overall goal and subgoals would have to be met with other certified MBE firms or a waiver request.

For a services contract with a 30% percent MBE participation goal (overall) and subgoals of 7% for African-American firms, 4% for Asian American firms and 12% for women-owned firms, subject to Sections 4 above and this Section 5, a dually-certified Asian American/Woman MBE prime can self-perform (a) up to 15% of the overall goal and (b) up to four percent (4%) of the Asian American subgoal OR up to twelve percent (12%) of the women subgoal. Because it is dually-certified, the company can be designated as only ONE of the MBE classifications (Asian American or women) but can self-perform up to one hundred percent (100%) of the stated subgoal for the single classification it selects.

6. Subject to the restrictions stated in Section 5 above, when a certified MBE that performs as a participant in a joint venture, a procurement agency may count a portion of the total dollar value of the contract equal to the distinct, clearly-defined portion of the work of the contract that the certified MBE performs with its own forces toward fulfilling the contract goal, and not more than one of the contract subgoals, if any. For example, if a MBE firm is a joint venture partner and the State determines that it is performing with its own forces 35 percent of the work in the contract, it can use this portion of the work towards fulfilling up to fifty percent (50%) of the overall goal and up to one hundred percent (100%) of one of the stated subgoals, if applicable.

7. As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Please refer to COMAR 21.11.03.12-1 for more information regarding these requirements.

8. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT's Office of Minority Business Enterprise at 1-800-544-6056 or via email to mbe@mdot.state.md.us sufficiently prior to the submission due date.

9. Worksheet: The percentage of MBE participation, calculated using the percentage amounts for all of the MBE firms listed on the Participation Schedule **MUST** at least equal the MBE participation goal **and** subgoals (if applicable) set forth in the solicitation. If a bidder/offeror is unable to achieve the MBE participation goal and/or any subgoals (if applicable), the bidder/offeror must request a waiver in Item 1 of the MBE Utilization and Fair Solicitation Affidavit (Attachment 2-1A) or the bid will be deemed not responsive, or the proposal determined to be not susceptible of being selected for award. You may wish to use the Subgoal summary below to assist in calculating the percentages and confirm that you have met the applicable MBE participation goal and subgoals, if any.

Subgoals (if applicable)

Total African American MBE Participation: _____%

Total Asian American MBE Participation: _____%

Total Hispanic American MBE Participation: _____%

Total Women-Owned MBE Participation: _____%

Overall Goal

Total MBE Participation (include all categories): _____%

ATTACHMENT 2

1A MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT & MBE PARTICIPATION SCHEDULE

This MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule **MUST BE** included with the bid/proposal for any solicitation with an MBE goal greater than 0%. If the Bidder/offeror fails to accurately complete and submit this Affidavit and Schedule with the bid or offer as required, the TO 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. M00B6400312, I affirm the following:

1. MBE Participation (PLEASE CHECK ONLY ONE)

- 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-owned MBE firms

____ percent Asian American-owned MBE firms

____ percent Hispanic American-owned MBE firms

____ percent Woman-Owned MBE firms

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

Notwithstanding any subgoals established above, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.

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 working days of receiving notice that our firm is the apparent awardee, I will submit completed Good Faith Efforts Documentation to Support Waiver Request (Attachment 2-1C) and all required waiver documentation in accordance with COMAR 21.11.03.

2. Additional MBE Documentation

I understand that if I am notified that I am the apparent awardee or as requested by the Procurement Officer, I must submit the following documentation within 10 business days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier:

(a) Outreach Efforts Compliance Statement (Attachment 2-2);

(b) MBE Subcontractor Project Participation Statement (Attachment 2-3);

(c) Any other documentation, including waiver documentation if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal and subgoals, if any.

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. Information Provided to MBE firms

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

4. MBE Participation Schedule

Set forth below are the (i) certified MBEs I intend to use, (ii) the percentage of the total Contract amount allocated to each MBE for this project and, (iii) the items of work each MBE will provide under the Contract. I have confirmed with the MDOT database that the MBE firms identified below are performing work activities for which they are MDOT certified.

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

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

MBE PRIMES: PLEASE COMPLETE BOTH SECTIONS A AND B BELOW.

SECTION A: For MBE Prime Contractors ONLY (including MBE Primes in a Joint Venture)

MBE Prime Firm Name: _____ MBE Certification Number: _____ (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of total Contract Value to be performed with own forces and counted towards the MBE overall participation goal (up to 50% of the overall goal): _____% Percentage of total Contract Value to be performed with own forces and counted towards the subgoal, if any, for my MBE classification (up to 100% of not more than one subgoal): _____% Description of the Work to be performed with MBE prime's own forces: _____ _____
---	--

SECTION B: For all Contractors (including MBE Primes in a Joint Venture)

MBE Prime Firm Name: _____ MBE Certification Number: _____ (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of Total Contract to be performed by this MBE: _____ % Description of the Work to be Performed: _____ _____ _____
MBE Prime Firm Name: _____ MBE Certification Number: _____ (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of Total Contract to be performed by this MBE: _____ % Description of the Work to be Performed: _____ _____ _____
MBE Prime Firm Name: _____ MBE Certification Number: _____ (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of Total Contract to be performed by this MBE: _____ % Description of the Work to be Performed: _____ _____ _____
MBE Prime Firm Name: _____ MBE Certification Number: _____ (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of Total Contract to be performed by this MBE: _____ % Description of the Work to be Performed: _____ _____ _____

CONTINUE ON SEPARATE PAGE IF NEEDED

I solemnly affirm under the penalties of perjury that I have reviewed the instructions for the MBE MBE Utilization & Fair Solicitation Affidavit and MBE Schedule and that the information included in the Schedule is true to the best of my knowledge, information and belief.

 Bidder/Offeror Name
 (PLEASE PRINT OR TYPE)

 Signature of Authorized Representative

 Address

 Printed Name and Title

 City, State and Zip Code

 Date

SUBMIT AS INSTRUCTED IN TORFP

ATTACHMENT 2

1B WAIVER GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET MBE PARTICIPATION GOALS

In order to show that it has made good faith efforts to meet the Minority Business Enterprise (MBE) participation goal (including any MBE subgoals) on a contract, the bidder/offeror must either (1) meet the MBE Goal(s) and document its commitments for participation of MBE Firms, or (2) when it does not meet the MBE Goal(s), document its Good Faith Efforts to meet the goal(s).

I. Definitions

MBE Goal(s) – “MBE Goal(s)” refers to the MBE participation goal and MBE participation subgoal(s).

Good Faith Efforts – The “Good Faith Efforts” requirement means that when requesting a waiver, the bidder/offeror must demonstrate that it took all necessary and reasonable steps to achieve the MBE Goal(s), which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient MBE participation, even if those steps were not fully successful. Whether a bidder/offeror that requests a waiver made adequate good faith efforts will be determined by considering the quality, quantity, and intensity of the different kinds of efforts that the bidder/offeror has made. The efforts employed by the bidder/offeror should be those that one could reasonably expect a bidder/offeror to take if the bidder/offeror were actively and aggressively trying to obtain MBE participation sufficient to meet the MBE contract goal and subgoals. Mere pro forma efforts are not good faith efforts to meet the MBE contract requirements. The determination concerning the sufficiency of the bidder's/offeror's good faith efforts is a judgment call; meeting quantitative formulas is not required.

Identified Firms – “Identified Firms” means a list of the MBEs identified by the procuring agency during the goal setting process and listed in the procurement as available to perform the Identified Items of Work. It also may include additional MBEs identified by the bidder/offeror as available to perform the Identified Items of Work, such as MBEs certified or granted an expansion of services after the procurement was issued. If the procurement does not include a list of Identified Firms, this term refers to all of the MBE Firms (if State-funded) the bidder/offeror identified as available to perform the Identified Items of Work and should include all appropriately certified firms that are reasonably identifiable.

Identified Items of Work – “Identified Items of Work” means the bid items identified by the procuring agency during the goal setting process and listed in the procurement as possible items of work for performance by MBE Firms. It also may include additional portions of items of work the bidder/offeror identified for performance by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved. If the procurement does not include a list of Identified Items of Work, this term refers to all of the items of work the bidder/offeror identified as possible items of work for performance by MBE Firms and should include all reasonably identifiable work opportunities.

MBE Firms – “MBE Firms” refers to a firm certified by the Maryland Department of Transportation (“MDOT”) under COMAR 21.11.03. Only MDOT-certified MBE Firms can participate in the State's MBE Program.

II. Types of Actions Agency will Consider

The bidder/offeror is responsible for making relevant portions of the work available to MBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE subcontractors and suppliers, so as to facilitate MBE participation. The following is a list of types of actions the procuring agency will consider as part of the bidder's/offeror's Good Faith Efforts when the bidder/offeror fails to meet the MBE Goal(s). This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Identify Bid Items as Work for MBE Firms

1. Identified Items of Work in Procurements

(a) Certain procurements will include a list of bid items identified during the goal setting process as possible work for performance by MBE Firms. If the procurement provides a list of Identified Items of Work, the bidder/offeror shall make all reasonable efforts to solicit quotes from MBE Firms to perform that work.

(b) Bidders/Offerors may, and are encouraged to, select additional items of work to be performed by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved.

2. Identified Items of Work by Bidders/Offerors

(a) When the procurement does not include a list of Identified Items of Work or for additional Identified Items of Work, bidders/offerors should reasonably identify sufficient items of work to be performed by MBE Firms.

(b) Where appropriate, bidders/offerors should break out contract work items into economically feasible units to facilitate MBE participation, rather than perform these work items with their own forces. The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder/offeror of the responsibility to make Good Faith Efforts.

B. Identify MBE Firms to Solicit

1. MBE Firms Identified in Procurements

(a) Certain procurements will include a list of the MBE Firms identified during the goal setting process as available to perform the items of work. If the procurement provides a list of Identified MBE Firms, the bidder/offeror shall make all reasonable efforts to solicit those MBE firms.

(b) Bidders/offerors may, and are encouraged to, search the MBE Directory to identify additional MBEs who may be available to perform the items of work, such as MBEs certified or granted an expansion of services after the solicitation was issued.

2. MBE Firms Identified by Bidders/Offerors

(a) When the procurement does not include a list of Identified MBE Firms, bidders/offerors should reasonably identify the MBE Firms that are available to perform the Identified Items of Work.

(b) Any MBE Firms identified as available by the bidder/offeror should be certified to perform the Identified Items of Work.

C. Solicit MBEs

1. Solicit all Identified Firms for all Identified Items of Work by providing written notice. The bidder/offeror should:
 - (a) provide the written solicitation at least 10 days prior to bid opening to allow sufficient time for the MBE Firms to respond;
 - (b) send the written solicitation by first-class mail, facsimile, or email using contact information in the MBE Directory, unless the bidder/offeror has a valid basis for using different contact information; and
 - (c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the MBE, and other requirements of the contract to assist MBE Firms in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)
2. “All” Identified Firms includes the MBEs listed in the procurement and any MBE Firms you identify as potentially available to perform the Identified Items of Work, but it does not include MBE Firms who are no longer certified to perform the work as of the date the bidder/offeror provides written solicitations.
3. “Electronic Means” includes, for example, information provided via a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested MBE cannot access the information provided by electronic means, the bidder/offeror must make the information available in a manner that is accessible to the interested MBE.
4. Follow up on initial written solicitations by contacting MBEs to determine if they are interested. The follow up contact may be made:
 - (a) by telephone using the contact information in the MBE Directory, unless the bidder/offeror has a valid basis for using different contact information; or
 - (b) in writing via a method that differs from the method used for the initial written solicitation.
5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, use all other reasonable and available means to solicit the interest of MBE Firms certified to perform the work of the contract. Examples of other means include:
 - (a) attending any pre-bid meetings at which MBE Firms could be informed of contracting and subcontracting opportunities; and
 - (b) if recommended by the procurement, advertising with or effectively using the services of at least two minority focused entities or media, including trade associations, minority/women community organizations, minority/women contractors' groups, and local, state, and federal minority/women business assistance offices listed on the MDOT Office of Minority Business Enterprise website.

D. Negotiate With Interested MBE Firms

Bidders/Offerors must negotiate in good faith with interested MBE Firms.

1. Evidence of negotiation includes, without limitation, the following:

- (a) the names, addresses, and telephone numbers of MBE Firms that were considered;
 - (b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and
 - (c) evidence as to why additional agreements could not be reached for MBE Firms to perform the work.
2. A bidder/offeror using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration.
3. The fact that there may be some additional costs involved in finding and using MBE Firms is not in itself sufficient reason for a bidder's/offeror's failure to meet the contract MBE goal(s), as long as such costs are reasonable. Factors to take into consideration when determining whether a MBE Firm's quote is excessive or unreasonable include, without limitation, the following:
 - (a) the dollar difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the bidder/offeror;
 - (b) the percentage difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the bidder/offeror;
 - (c) the percentage that the MBE subcontractor's quote represents of the overall contract amount;
 - (d) the number of MBE firms that the bidder/offeror solicited for that portion of the work;
 - (e) whether the work described in the MBE and Non-MBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and
 - (f) the number of quotes received by the bidder/offeror for that portion of the work.
4. The above factors are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.
5. The bidder/offeror may not use its price for self-performing work as a basis for rejecting a MBE Firm's quote as excessive or unreasonable.
6. The "average of the other subcontractors' quotes received" by the bidder/offeror refers to the average of the quotes received from all subcontractors. Bidder/offeror should attempt to receive quotes from at least three subcontractors, including one quote from a MBE and one quote from a Non-MBE.
7. A bidder/offeror shall not reject a MBE Firm as unqualified without sound reasons based on a thorough investigation of the firm's capabilities. For each certified MBE that is rejected as unqualified or that placed a subcontract quotation or offer that the bidder/offeror concludes is not acceptable, the bidder/offeror must provide a written detailed statement listing the reasons for this conclusion. The bidder/offeror also must document the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.
 - (a) The factors to take into consideration when assessing the capabilities of a MBE Firm, include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work,

conduct and performance in previous contracts, and ability to meet reasonable contract requirements.

(b) The MBE Firm's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the efforts to meet the project goal.

E. Assisting Interested MBE Firms

When appropriate under the circumstances, the decision-maker will consider whether the bidder/offeree:

1. made reasonable efforts to assist interested MBE Firms in obtaining the bonding, lines of credit, or insurance required by the procuring agency or the bidder/offeree; and
2. made reasonable efforts to assist interested MBE Firms in obtaining necessary equipment, supplies, materials, or related assistance or services.

III. Other Considerations

In making a determination of Good Faith Efforts the decision-maker may consider engineering estimates, catalogue prices, general market availability and availability of certified MBE Firms 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 costs of participation, and their impact on the overall cost of the contract to the State and any other relevant factors.

The decision-maker may take into account whether a bidder/offeree decided to self-perform subcontract work with its own forces, especially where the self-performed work is Identified Items of Work in the procurement. The decision-maker also may take into account the performance of other bidders/offerees in meeting the contract. For example, when the apparent successful bidder/offeree fails to meet the contract goal, but others meet it, this reasonably raises the question of whether, with additional reasonable efforts, the apparent successful bidder/offeree could have met the goal. If the apparent successful bidder/offeree fails to meet the goal, but meets or exceeds the average MBE participation obtained by other bidders/offerees, this, when viewed in conjunction with other factors, could be evidence of the apparent successful bidder/offeree having made Good Faith Efforts.

IV. Documenting Good Faith Efforts

At a minimum, a bidder/offeree seeking a waiver of the MBE Goal(s) or a portion thereof must provide written documentation of its Good Faith Efforts, in accordance with COMAR 21.11.03.11, within 10 business days after receiving notice that it is the apparent awardee. The written documentation shall include the following:

A. Items of Work (Complete Good Faith Efforts Documentation Attachment 2-1C, Part 1)

A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBE Firms in order to increase the likelihood of achieving the stated MBE Goal(s).

B. Outreach/Solicitation/Negotiation

1. The record of the bidder's/offeree's compliance with the outreach efforts prescribed by COMAR 21.11.03.09C (2)(a). (Complete Outreach Efforts Compliance Statement – Attachment 2-2).
2. A detailed statement of the efforts made to contact and negotiate with MBE Firms including:

(a) the names, addresses, and telephone numbers of the MBE Firms who were contacted, with the dates and manner of contacts (letter, fax, email, telephone, etc.) **(Complete Good Faith Efforts Attachment 2-1C Part 2, and submit letters, fax cover sheets, emails, etc. documenting solicitations)**; and

(b) a description of the information provided to MBE Firms regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed and the means used to provide that information.

C. Rejected MBE Firms (Complete Good Faith Efforts Attachment 2-1C, Part 3)

1. For each MBE Firm that the bidder/offeror concludes is not acceptable or qualified, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.

2. For each certified MBE Firm that the bidder/offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the quotes received from all MBE and Non-MBE firms bidding on the same or comparable work. **(Include copies of all quotes received.)**

3. A list of MBE Firms contacted but found to be unavailable. This list should be accompanied by a MBE Unavailability Certificate (see Exhibit A to this Part 1) signed by the MBE contractor or a statement from the bidder/offeror that the MBE contractor refused to sign the MBE Unavailability Certificate.

D. Other Documentation

1. Submit any other documentation requested by the Procurement Officer to ascertain the bidder's/offeror's Good Faith Efforts.

2. Submit any other documentation the bidder/offeror believes will help the Procurement Officer ascertain its Good Faith Efforts.

Exhibit A
MBE Subcontractor Unavailability Certificate

1. It is hereby certified that the firm of _____

(Name of Minority firm)

located at _____

(Number)

(Street)

(City)

(State)

(Zip)

was offered an opportunity to bid on Solicitation No. _____

in _____ County by _____

(Name of Prime Contractor's Firm)

2. _____ (Minority Firm), is either unavailable for the work/service or unable to prepare a bid for this project for the following reason(s):

Signature of Minority Firm's MBE Representative **Title** **Date**

MDOT Certification # Telephone #

3. To be completed by the prime contractor if Section 2 of this form is not completed by the minority firm.

To the best of my knowledge and belief, said Certified Minority Business Enterprise is either unavailable for the work/service for this project, is unable to prepare a bid, or did not respond to a request for a price proposal and has not completed the above portion of this submittal.

Signature of Prime Contractor **Title** **Date**

ATTACHMENT 2
1C MBE ATTACHMENT GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT
WAIVER REQUEST

Page __ of __

Prime Contractor:	Project Description:
Solicitation Number:	

Parts 1, 2, and 3 must be included with this certificate along with all documents supporting your waiver request.

I affirm that I have reviewed Attachment 2-1B, Waiver Guidance. I further affirm under penalties of perjury that the contents of Parts 1, 2, and 3 of this Attachment 2-1C Good Faith Efforts Documentation Form are true to the best of my knowledge, information, and belief.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

Part 1 – Identified items of work bidder/offeror made available to MBE firms

Page __ of __

Prime Contractor:	Project Description:
Solicitation Number:	

Identify those items of work that the bidder/offeror made available to MBE Firms. This includes, where appropriate, those items the bidder/offeror identified and determined to subdivide into economically feasible units to facilitate the MBE participation. For each item listed, show the anticipated percentage of the total contract amount. It is the bidder's/offeror's responsibility to demonstrate that sufficient work to meet the goal was made available to MBE Firms, and the total percentage of the items of work identified for MBE participation equals or exceeds the percentage MBE goal set for the procurement. Note: If the procurement includes a list of bid items identified during the goal setting process as possible items of work for performance by MBE Firms, the bidder/offeror should make all of those items of work available to MBE Firms or explain why that item was not made available. If the bidder/offeror selects additional items of work to make available to MBE Firms, those additional items should also be included below.

Identified Items of Work	Was this work listed in the procurement?	Does bidder/offeror normally self-perform this work?	Was this work made available to MBE Firms? If no, explain why?
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Please check if Additional Sheets are attached.

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

Part 2 – identified MBE firms and record of solicitations

Page __ of __

Prime Contractor:	Project Description:
Solicitation Number:	

Identify the MBE Firms solicited to provide quotes for the Identified Items of Work made available for MBE participation. Include the name of the MBE Firm solicited, items of work for which bids/quotes were solicited, date and manner of initial and follow-up solicitations, whether the MBE provided a quote, and whether the MBE is being used to meet the MBE participation goal. MBE Firms used to meet the participation goal must be included on the MBE Participation Schedule. Note: If the procurement includes a list of the MBE Firms identified during the goal setting process as potentially available to perform the items of work, the bidder/offeror should solicit all of those MBE Firms or explain why a specific MBE was not solicited. If the bidder/offeror identifies additional MBE Firms who may be available to perform Identified Items of Work, those additional MBE Firms should also be included below. Copies of all written solicitations and documentation of follow-up calls to MBE Firms must be attached to this form. This list should be accompanied by a Minority Contractor Unavailability Certificate signed by the MBE contractor or a statement from the bidder/offeror that the MBE contractor refused to sign the Minority Contractor Unavailability Certificate (see Exhibit A to MBE Attachment 2-1B). If the bidder/offeror used a Non-MBE or is self-performing the identified items of work, Part 4 must be completed.

Name of Identified MBE Firm & MBE Classification	Describe Item of Work Solicited	Initial Solicitation Date & Method	Follow-up Solicitation Date & Method	Details for Follow-up Calls	Quote Rec'd	Quote Used	Reason Quote Rejected
Firm Name: MBE Classification (Check only if requesting waiver of MBE subgoal.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification		Date: <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Date: <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Time of Call: Spoke With: <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE <input type="checkbox"/> Used Non-MBE <input type="checkbox"/> Self-performing
Firm Name: MBE Classification (Check only if requesting waiver of MBE subgoal.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification		Date: <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Date: <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Time of Call: Spoke With: <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE <input type="checkbox"/> Used Non-MBE <input type="checkbox"/> Self-performing

Please check if Additional Sheets are attached.

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

Part 3 – additional information regarding rejected MBE quotes

Page of

Prime Contractor:	Project Description:
Solicitation Number:	

This form must be completed if Part 1 indicates that a MBE quote was rejected because the bidder/offeror is using a Non-MBE or is self-performing the Identified Items of Work. Provide the Identified Items Work, indicate whether the work will be self-performed or performed by a Non-MBE, and if applicable, state the name of the Non-MBE. Also include the names of all MBE and Non-MBE Firms that provided a quote and the amount of each quote.

Describe Identified Items of Work Not Being Performed by MBE (Include spec/ section number from bid)	Self-performing or Using Non-MBE (Provide name)	Amount of Non-MBE Quote	Name of Other Firms who Provided Quotes & Whether MBE or Non-MBE	Amount Quoted	Indicate Reason Why MBE Quote Rejected & Briefly Explain
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other

Please check if Additional Sheets are attached.

ATTACHMENT 2
2 MBE ATTACHMENT OUTREACH EFFORTS COMPLIANCE STATEMENT

Complete and submit this form within 10 working days of notification of apparent award or actual award, whichever is earlier.

In conjunction with the bid/proposal submitted in response to Solicitation No. M00B6400312, I state the following:

1. Bidder/Offeror identified subcontracting opportunities in these specific work categories: _____

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

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

4. Please Check One:

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

5. Please Check One:

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

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

ATTACHMENT 2
3A MBE ATTACHMENT MBE SUBCONTRACTOR PROJECT PARTICIPATION
CERTIFICATION

Please complete and submit one form for each certified MBE firm listed on the MBE Participation Schedule (Attachment 2-1A) within 10 Working Days of notification of apparent award. If the Bidder/Offeror fails to return this affidavit within the required time, the Procurement Officer may determine that the Bidder/Offeror is not responsible and therefore not eligible for Contract award.

Provided that _____ (Prime Contractor’s Name) is awarded the State contract in conjunction with Solicitation No. _____, such Prime Contractor intends to enter into a subcontract with _____ (Subcontractor’s Name) committing to participation by the MBE firm _____ (MBE Name) with MDOT Certification Number _____ which will receive at least \$_____ which equals to ___% of the Total Contract Amount for performing the following products/services for the Contract:

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

Each of the Contractor and Subcontractor acknowledges that, for purposes of determining the accuracy of the information provided herein, the Procurement Officer may request additional information, including, without limitation, copies of the subcontract agreements and quotes. Each of the Contractor and Subcontractor solemnly affirms under the penalties of perjury that: (i) the information provided in this MBE Subcontractor Project Participation Affidavit is true to the best of its knowledge, information and belief, and (ii) has 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/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/Proposal;
- (2) fail to notify the certified Minority Business Enterprise before execution of the Contract of its inclusion of the Bid/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/Proposal.

PRIME CONTRACTOR	SUBCONTRACTOR
Signature of Representative: _____	Signature of Representative: _____
Printed Name and Title: _____	Printed Name and Title: _____
Firm's Name: _____	Firm's Name: _____
Federal Identification Number: _____	Federal Identification Number: _____
Address: _____ _____	Address: _____ _____
Telephone: _____	Telephone: _____
Date: _____	Date: _____

ATTACHMENT 2

3B MBE ATTACHMENT MBE PRIME PROJECT PARTICIPATION CERTIFICATION

Please complete and submit this form to attest each specific item of work that your MBE firm has listed on the MBE participation schedule (Attachment 2-1A) for purposes of meeting the MBE participation goals. This form must be submitted within 10 Working Days of notification of apparent award. If the Bidder/offeror fails to return this affidavit within the required time, the Procurement Officer may determine that the Bidder/offeror is not responsible and therefore not eligible for Contract award.

Provided that _____ (Prime Contractor's Name) with Certification Number _____ is awarded the State contract in conjunction with Solicitation No. _____, such MBE Prime Contractor intends to perform with its own forces at least \$_____ which equals to ___% of the Total Contract Amount for performing the following products/services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE) For Construction Projects, General Conditions must be listed separately.	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES	VALUE OF THE WORK

MBE PRIME CONTRACTOR

Signature of Representative:

Printed Name and Title:

Firm's Name:

Federal Identification Number:

Address:

Telephone:

Date:

This form must be completed monthly by the prime contractor.

ATTACHMENT 2
4A MBE PRIME CONTRACTOR PAID/UNPAID MBE INVOICE REPORT

Department of Health and Mental Hygiene, Office of Systems, Operations, and Pharmacy
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 15th 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:																														
MBE Subcontractor Name:	Contact Person:																														
Phone:	FAX:																														
Subcontractor Services Provided:																															
List all payments made to MBE subcontractor named above during this reporting period: <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:5%;"></th> <th style="width:20%;">Invoice#</th> <th style="width:20%;">Amount</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> </tbody> </table> Total Dollars Paid: \$ _____		Invoice#	Amount	1.			2.			3.			4.			List dates and amounts of any outstanding invoices: <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:5%;"></th> <th style="width:20%;">Invoice #</th> <th style="width:20%;">Amount</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> </tbody> </table> Total Dollars Unpaid: \$ _____		Invoice #	Amount	1.			2.			3.			4.		
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**If more than one MBE subcontractor is used for this contract, you must use separate 2-4A forms. Information regarding payments that the MBE prime will use for purposes of meeting the MBE participation goals must be reported separately in Attachment 2-4B. **Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):																															
_____ Contract Manager _____ Contracting Unit (Department) _____ _____ mailto:																															

Signature: _____ Date: _____

(Required)

This form must be completed monthly by MBE subcontractor

ATTACHMENT 2
SAMPLE MBE 2-5 SUBCONTRACTOR PAID/UNPAID MBE INVOICE REPORT

Minority Business Enterprise Participation
Subcontractor Paid/Unpaid MBE Invoice Report

Report#: _____	Contract #
Reporting Period (Month/Year): _____	Contracting Unit:
Report is due by the 15th 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. <table border="1"> <thead> <tr> <th>Invoice Amount</th> <th>Date</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td></tr> <tr><td>2.</td><td></td></tr> <tr><td>3.</td><td></td></tr> <tr><td>4.</td><td></td></tr> <tr> <td>Total Dollars Paid: \$ _____</td> <td></td> </tr> </tbody> </table>		Invoice Amount	Date	1.		2.		3.		4.		Total Dollars Paid: \$ _____		List dates and amounts of any unpaid invoices over 30 days old. <table border="1"> <thead> <tr> <th>Invoice Amount</th> <th>Date</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td></tr> <tr><td>2.</td><td></td></tr> <tr><td>3.</td><td></td></tr> <tr><td>4.</td><td></td></tr> <tr> <td>Total Dollars Unpaid: \$ _____</td> <td></td> </tr> </tbody> </table>	Invoice Amount	Date	1.		2.		3.		4.		Total Dollars Unpaid: \$ _____	
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Invoice Amount	Date																									
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Total Dollars Unpaid: \$ _____																										
Prime Contractor:	Contact Person:																									
**Return one copy of this form to the following address (electronic copy with signature & date is preferred):																										
_____ Contract Manager _____ Contracting Unit Department of Health and Mental Hygiene _____ _____ mailto:																										

Signature: _____ Date: _____
(Required)

This form must be completed monthly by MBE subcontractor

ATTACHMENT 2
5 SUBCONTRACTOR PAID/UNPAID MBE INVOICE REPORT

Minority Business Enterprise Participation
Subcontractor Paid/Unpaid MBE Invoice Report

Report#: _____ Reporting Period (Month/Year): _____ Report is due by the 15th of the month following the month the services were performed.	Contract # _____ Contracting Unit: _____ MBE Subcontract Amount: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____																														
MBE Subcontractor Name: _____																															
MDOT Certification #: _____																															
Contact Person: _____	Email: _____																														
Address: _____																															
City: _____	State: _____																														
Phone: _____	FAX: _____																														
Subcontractor Services Provided: _____																															
List all payments received from Prime Contractor during reporting period indicated above. <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:10%;"></th> <th style="width:40%;">Invoice Amount</th> <th style="width:50%;">Date</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> </tbody> </table> Total Dollars Paid: \$ _____		Invoice Amount	Date	1.			2.			3.			4.			List dates and amounts of any unpaid invoices over 30 days old. <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:10%;"></th> <th style="width:40%;">Invoice Amount</th> <th style="width:50%;">Date</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> </tbody> </table> Total Dollars Unpaid: \$ _____		Invoice Amount	Date	1.			2.			3.			4.		
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Prime Contractor: _____	Contact Person: _____																														
**Return one copy of this form to the following address (electronic copy with signature & date is preferred):																															
_____ Contract Manager Matt.Asplen@Maryland.gov _____ Contracting Unit Jane.Rukowski@Maryland.gov <<TO Requesting Agency Name>> _____ _____ mailto:																															

Signature: _____ Date: _____
(Required)

**ATTACHMENT 3
TASK ORDER AGREEMENT**

CATS+ TORFP# M00B6400312 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, Department of Health and Mental Hygiene (DHMH).

IN CONSIDERATION of the mutual promises 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 Department of Health and Mental Hygiene, as identified in the CATS+ TORFP # M00B6400312.
 - b) “CATS+ TORFP” means the Task Order Request for Proposals # M00B6400312, dated MONTH DAY, YEAR, including any addenda and amendments.
 - c) “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated April 22, 2013.
 - d) “TO Procurement Officer” means Michael Howard. The Agency may change the TO Procurement Officer at any time by written notice.
 - 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 201 W. Preston Street Baltimore, MD 21201.
 - g) “TO Manager” means Matt Asplen. 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 supersede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 3 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 three (3) years commencing on the date the TO Agreement is fully executed and terminating on Month Day, Year. At the sole option of the State, this TO Agreement may be extended for two (2) additional, one (1) year periods for a total TO Agreement period ending 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 3 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,

By: Michael Howard, TO Procurement Officer

Date

Witness: _____

Approved for form and legal sufficiency this _____ day of _____ 20____.

Assistant Attorney General

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 TORFP,
 - a) Master Contractors shall comply with all personnel requirements defined under the Master Contract RFP 060B2490023.
 - b) Master Contractors shall propose the CATS+ Labor Category that best fits each proposed resource. A Master Contractor may only propose against labor categories in the Master Contractor's CATS+ Master Contract Financial Proposal.
 - c) A Master Contractor's entire TO Technical Proposal will be deemed not susceptible for award if any of the following occurs:
 - i) Failure to follow these instructions.
 - ii) Failure to propose a resource for each job title or labor category identified in the TORFP as a required submission.
 - iii) Failure of any proposed resource to meet minimum requirements as listed in this TORFP and in the CATS+ Master Contract.
 - iv) Placing content on the Minimum Qualifications Summary that is not also on the Personnel Resume Form. The function of the Minimum Qualifications Summary is to aid the agency to make a minimum qualification determination. Information on the Minimum Qualification Summary must correspond with information on the Personnel Resume form and shall not contain additional content not found on the other form.
 - d) Complete and sign the **Minimum Qualifications Summary** (Attachment 5A) and the **Personnel Resume Form** (Attachment 5B) for each resource proposed. Alternate resume formats are not allowed.
 - i) The **Minimum Qualifications Summary** demonstrates the proposed resource meets minimum qualifications for the labor category, as defined in the CATS+ Master Contract RFP Section 2.10, and any additional minimum requirements stated in this TORFP. For each minimum qualification, indicate the location on the Personnel Resume Form (5B) demonstrating meeting this requirement.

Only include the experience relevant to meeting a particular minimum qualification. Every skill must be linked to specific work experience and/or education. The Minimum Qualification Summary shall not contain content that cannot be correlated to the Personnel Resume form.

Every experience listed on the Minimum Qualifications Resume Summary must be explicitly listed with start and stop dates. Where there is a time requirement such as three months' experience, you must provide the dates from and to showing an amount of time that equals or exceeds the mandatory time requirement; in this case, three months. Note: Overlapping time periods shall only count once against a specific minimum qualification (i.e., a minimum qualification may not be met by listing two examples occurring during the same time period.).

Signature _____

Date _____

5B – PERSONNEL RESUME FORM

CATS+ TORFP # M00B6400312

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

Resource Name:	
Master Contractor:	<insert Master Contractor name> Sub-Contractor (if applicable):
Proposed CATS+ Labor Category:	<proposed by Master Contractor OR agency inserts the CATS+ labor category>
Job Title (As listed in TORFP):	<as described in this TORFP>

Education / Training (start with most recent 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 3 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] [Title / Role] [Period of Employment / Work (MM/YY – MM/YY)] [Location] [Contact Person (Optional if current employer)] [Technologies Used]	Description of Work (recommended: organize work descriptions to address minimum qualifications and other requirements)
[Organization] [Title / Role] [Period of Employment / Work MM/YY – MM/YY] [Location] [Contact Person] [Technologies Used]	Description of Work (recommended: organize work descriptions to address minimum qualifications and other requirements)

*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
-------------------	---

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+ (TORFP #): M00B6400312

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 Department of Health and Mental will serve as the TO Manager and your contact person on this Task Order. He can be reached at telephone (410) 767-5715.

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

Sincerely,

Michael Howard

Task Order Procurement Officer

Enclosures (2)

cc: Matt Asplen, TO Manager

Procurement Liaison Office, Department of Information Technology

Project Oversight Office, Department of Information Technology

ATTACHMENT 8
AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM

Agency Name: DHMH

Solicitation Title: Electronic Data Interchange Transaction Processing System Operation, Support and Maintenance

TO Manager: Matt Asplen, (410) 767-5715

To: TO Contractor Name

The following deliverable, as required by (TORFP #): M00B6400312 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 9 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 # <<SOLICITATION NUMBER>> for <<Solicitation 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>>, <<TO REQUESTING AGENCY ACRONYM>> 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 10 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 Department of Health and Mental Hygiene (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 Medicaid Management Information System Resources TORFP No. M00B6400312 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. 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 means (1) any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement and (2) any and all personally identifiable information (PII) (including but not limited to personal information as defined in Md. Ann. Code, State Govt. § 10-1301) and protected health information (PHI) that is provided by a person or entity to the TO Contractor in connection with this TO Agreement. 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 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 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:
 - a) This Agreement shall be governed by the laws of the State of Maryland;
 - b) The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - c) The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e) Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
 - f) The Recitals are not merely prefatory but are an integral part hereof.

TO Contractor/TO Contractor's Personnel: DHMH:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

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 11
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)	

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)
Was the substitute approved by the agency in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)
Section 4 – MBE Participation
A) What is the MBE goal as a percentage of the TO value? _____ % (If there is no MBE goal, skip to Section 5)
B) Are MBE reports 2-4A, 2-4B, and 2-5 submitted monthly? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)
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% ($3,000 \div 10,000 = 0.30$))
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)
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)
Section 5 – TO Change Management
A) Is there a written change management procedure applicable to this TO? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)
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)
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)
D) Is the change management procedure being followed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)

SUBMIT AS INSTRUCTED IN TORFP.

**ATTACHMENT 12
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 13 MERCURY AFFIDAVIT

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

ATTACHMENT 14
VETERAN SMALL BUSINESS ENTERPRISE PARTICIPATION (VSBE) FOR STATE OF
MARYLAND

The VSBE participation goal for this solicitation is 0%.

**ATTACHMENT 15
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:

- A. Providing goods or services of at least \$20 million in the energy sector of Iran; or
- B. 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 16
SAMPLE WORK ORDER

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

**ATTACHMENT 17
CRIMINAL BACKGROUND CHECK AFFIDAVIT**

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the _____ (Title) _____ and the duly authorized representative of _____ (Master Contractor) _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

I hereby affirm that _____ (Master Contractor) _____ has complied with Section 2.4, Security Requirements of the Department of Information Technology's Consulting Technical Services Master Contract Number 060B2490023 (CATS+) hereto as Exhibit A.

I hereby affirm that the _____ (Master Contractor) _____ has provided Department of Health and Mental Hygiene with a summary of the security clearance results for all of the candidates that will be working on Task Order Electronic Data Interchange Transaction Processing System Operation, Support and Maintenance and all of these candidates have successfully passed all of the background checks required under Section 2.4.3.2 of the CATS + Master Contract. Master Contractors hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this Task Order.

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.

Master Contractor

Typed Name

Signature

Date

ATTACHMENT 18
STAFFING MANAGEMENT PLAN FORMAT



<PROJECT NAME>

STAFFING MANAGEMENT PLAN

Version <Type Version #>

My signature indicates approval of this Staffing Management Plan.

Agency CIO

Project Sponsor

Project Manager

Approved by:

Approved by:

Prepared by:

1. Purpose

The Staffing Management Plan details the project’s human resources requirements and how those requirements will be fulfilled for all named and unnamed resources. The Staffing Management Plan includes several sections:

- ⌚ **Acquisition Strategy** – describes when, how, and from what sources staffing will be acquired for the unnamed resources
- ⌚ **Training Plan** – identifies how skillsets will be kept current throughout the term of the contract and details specific training requirements for each labor category
- ⌚ **Organizational Chart** – displays project reporting relationships for all resources
- ⌚ **Staffing Management** – Describe internal standards, policies, and procedures regarding hiring, professional development and human resource management.



Staff Acquisition Strategy

<Describe how required resources will be acquired for the fifteen (15) non-key personnel listed in Section 3.>

<Determine the names and estimated start date of staff (if currently known) to be assigned to each labor category. Assess whether each resource possesses the required skills to perform the responsibilities. Describe the acquisition strategy to obtain the needed resources. A sample table template is included below.>

Labor Category	Team MMIS II	Resource Name	Estimated Start Date	Acquisition Strategy
Senior Programmer Analyst	EDITPS			
Application Programmer	EDITPS			
Systems Design Architect	EDITPS			

 **Staff Training Plan**

The Staff Training Plan requirements for all resources (named and unnamed) in **Section 3.3** are detailed in the following table. The training detailed in the following table describes how skillsets will be kept current throughout the term of the contract.

<Training needs should be considered for all Project Team members. Please note that this section should be focused on the training necessary for resources to conduct the contract.>

Labor Category	Training Required	Timeframe Needed/Frequency	Training Source

 **Project Organizational Chart**

The Project Organizational Chart below provides a graphical representation of the project’s hierarchical reporting relationships.

<Include an organizational chart that contains all project roles and conveys the relationship between each. Be sure to include roles and staff names in each box.>

 **Staff Management**

Describe internal human resources standards, policies, and procedures regarding hiring; professional conduct policies, criminal background check procedures etc.

**ATTACHMENT 19
 SAMPLE WEEKLY LABOR REPORT**

DHMH Status Report

Week Ending:		Report Submitted:		
Project Name:		Program Manager:		
PO Number:		Manager:		
Name	Labor Category	Task No.	Hours Expended for the Week	Cumulative Hours Expended

ATTACHMENT 20
EDITPS CURRENT PRODUCTION ENVIRONMENT

EDITPS PRODUCTION ENVIRONMENT INFRASTRUCTURE DIAGRAM IS AVAILBLE UPON REQUEST IN THE DHMH DESIGNATED READING ROOM. PLEASE CONTACT THE TO MANAGER LISTED IN THE KEY INFORMATION SUMMARY SHEET TO SCHEDULE AN APPOINTMENT TO REVIEW THE DOCUMENT.

A SIGNED NON-DISCLOUSRE AGREEMENT WILL BE REQUIRED PRIOR TO REVIEWING THE DOCUMENT.

**ATTACHMENT 21
EDITPS MONTHLY REPORT SAMPLE**

**EDITPS
Performance Report
May 2014
for:**

**Support and Maintenance
of
EDITPS and MMIS II**

June 5, 2014

Introduction

This document was developed to provide performance data for EDITPS, as defined in the Statement of Work for Support and Maintenance of EDITPS and MMIS II.

Throughout the duration of Support and Maintenance of EDITPS and MMIS II, it is the responsibility of the EDITPS team to operate and maintain the EDITPS system's Production environment. The Statement of Work further defines some of these responsibilities as maintaining maximal performance of the production EDITPS and performing routine and preventative maintenance.

The specific deliverable to be produced to satisfy this deliverable is a monthly report showing:

- System Utilization
- Communication Issues
- Transaction Activity

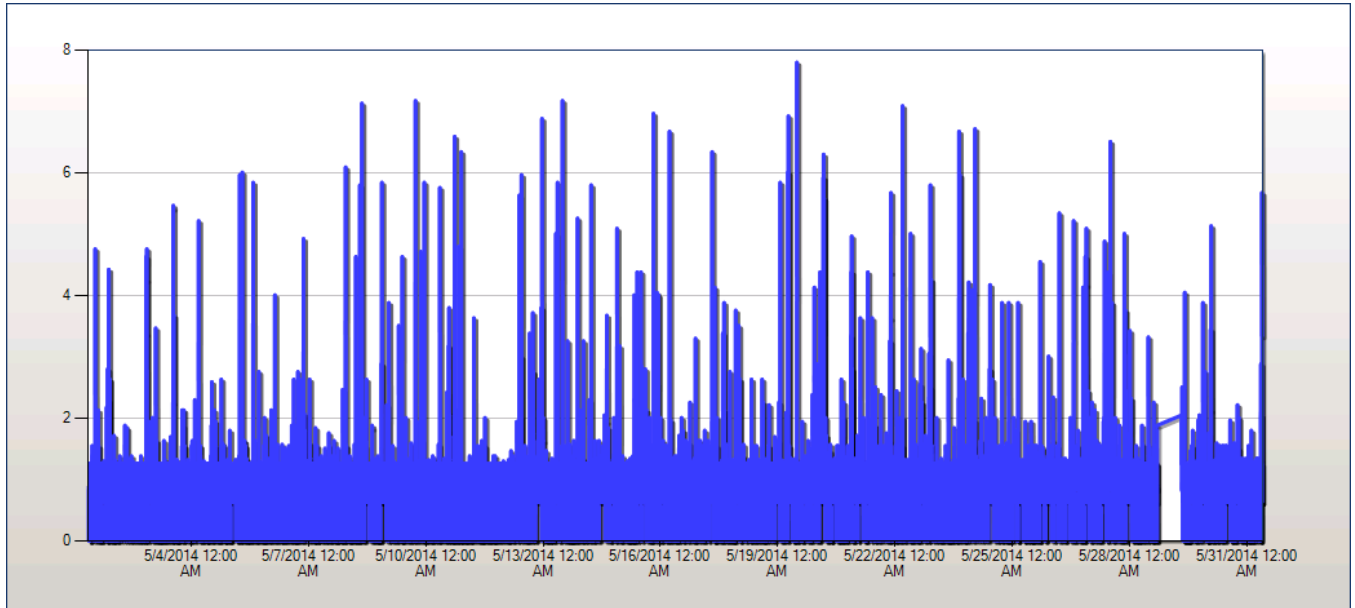
This report has been updated to include the period from May 1 through May 31, 2014.

System Utilization

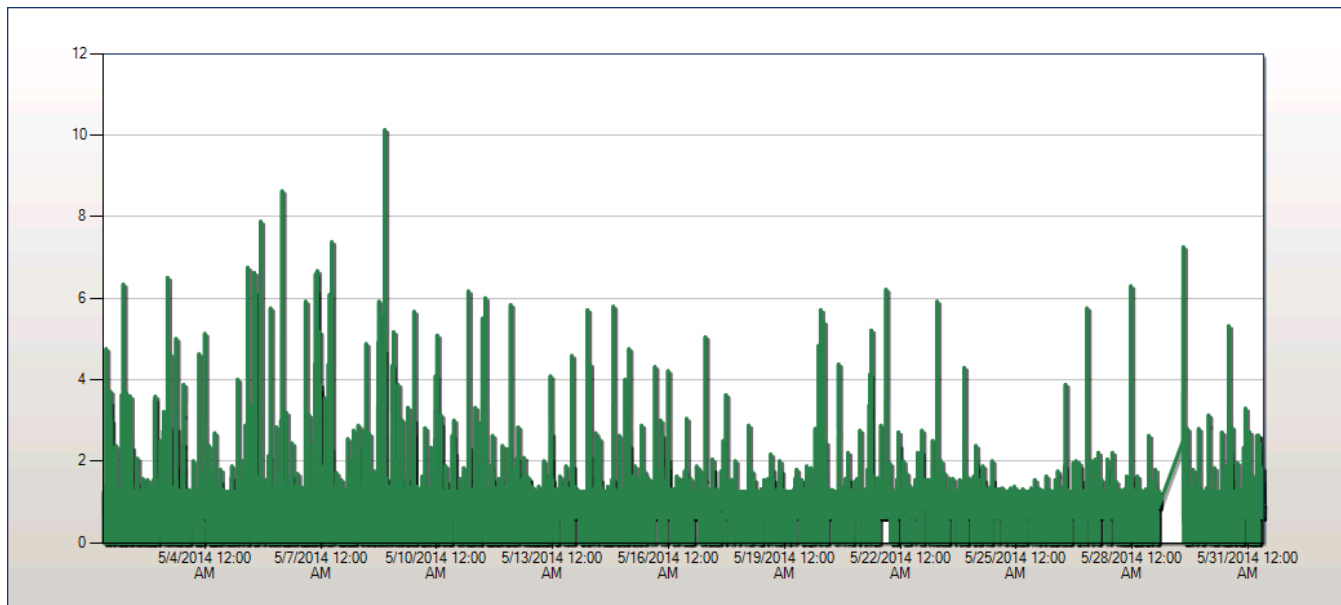
System utilization is shown below in the following 11 charts, organized by system server. The graphs show the CPU utilization average for each day of the month. The Y-axis shows the percentage of CPU usage as based on 100% utilization of the two CPUs on the server. The X-axis shows the number of days in the month.

Effective Monday, November 8, 2010, the new Production Environment was brought online. All active, Production servers are represented in this report.

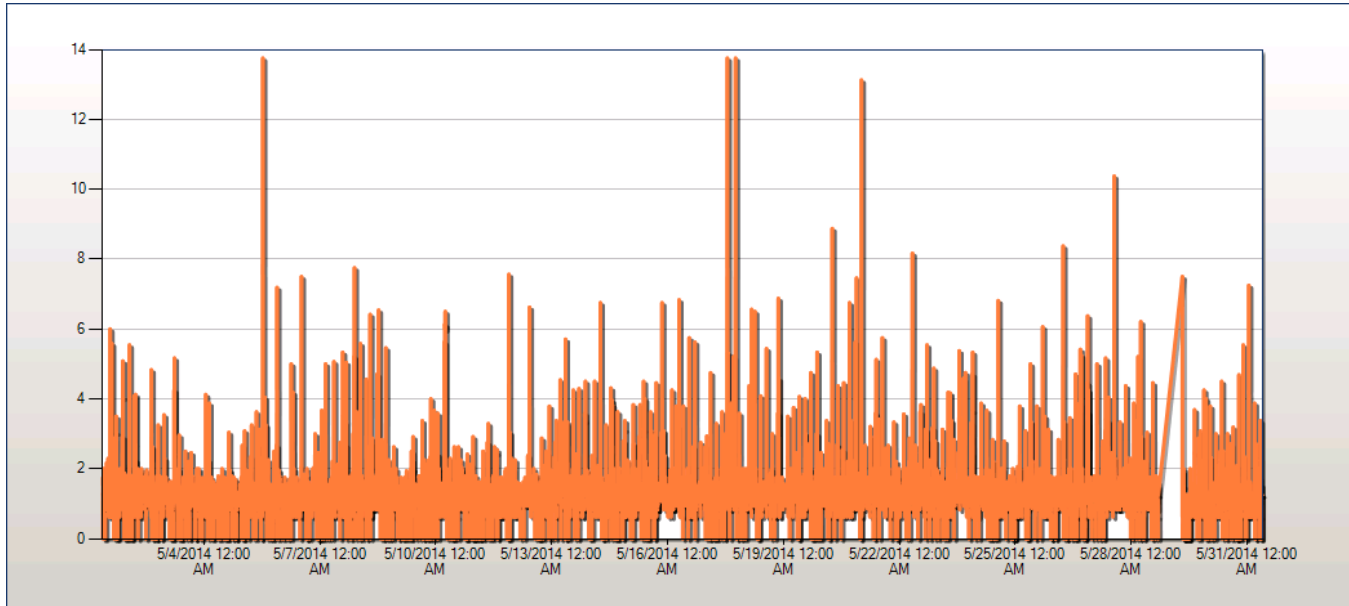
Prod2Biztalk1R



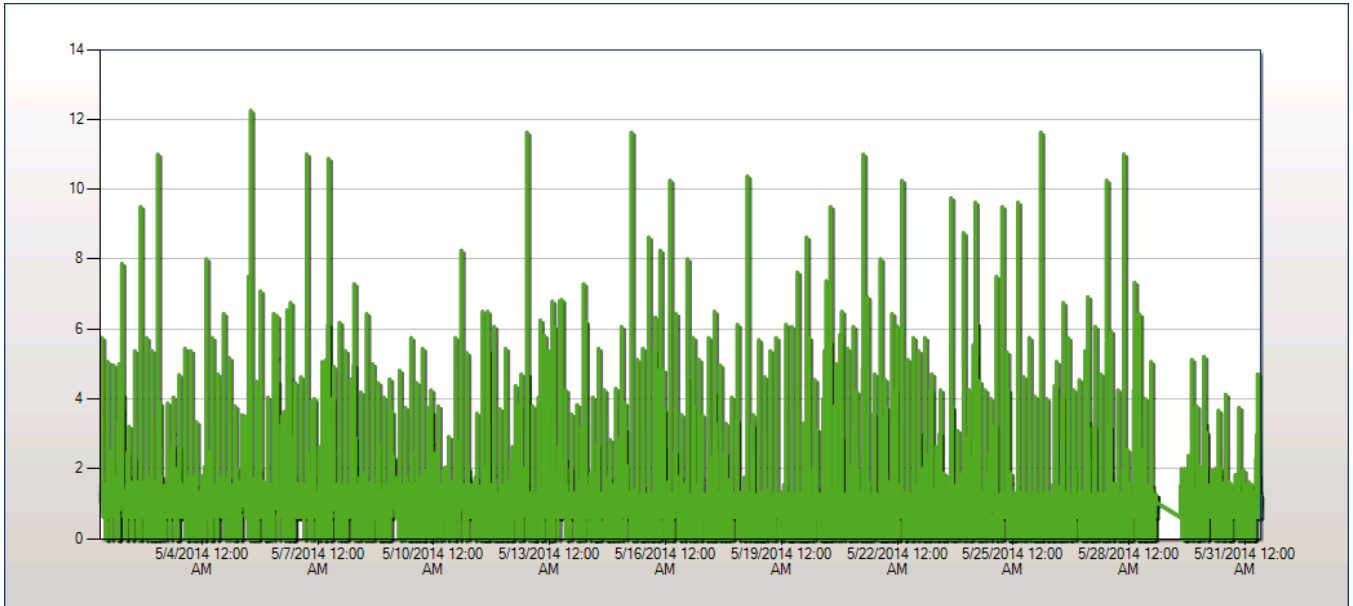
Prod2BizTalk2M



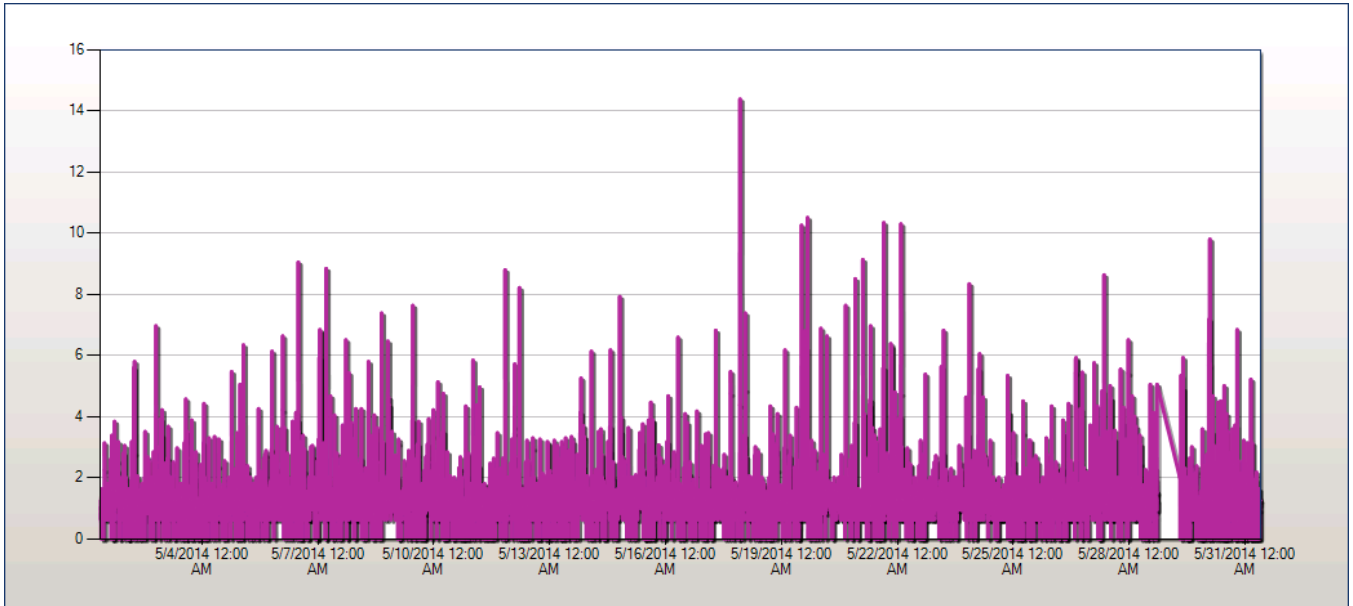
Prod2BizTalk3M



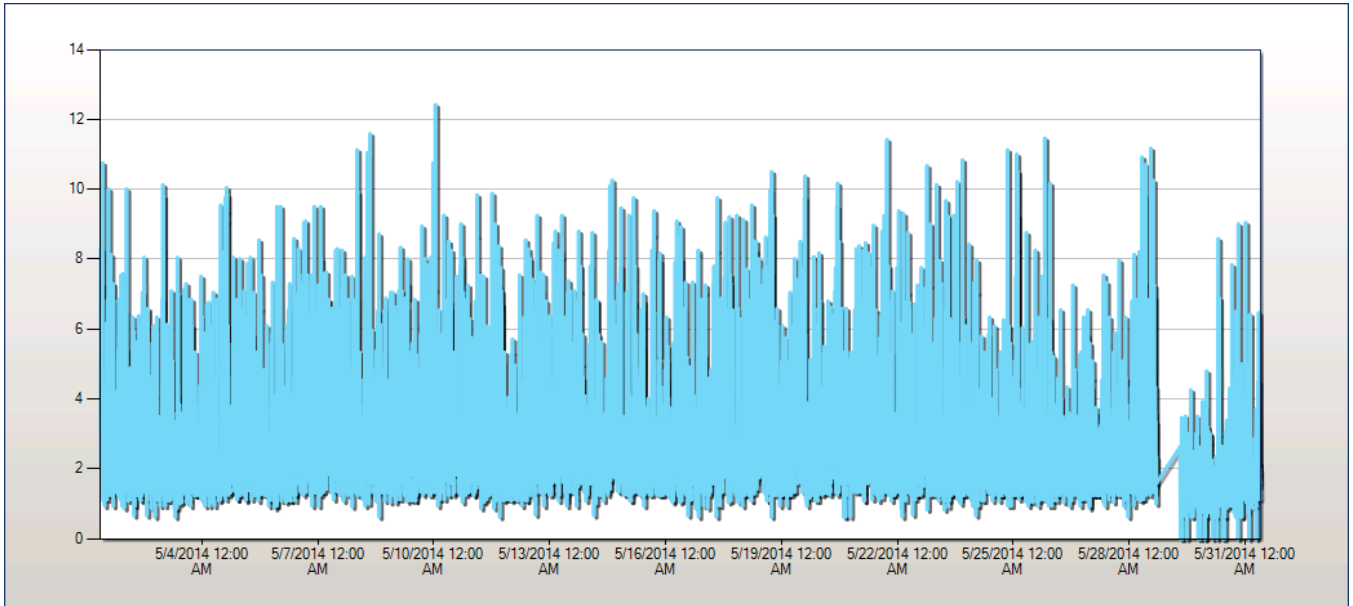
Prod2BizTalk4M



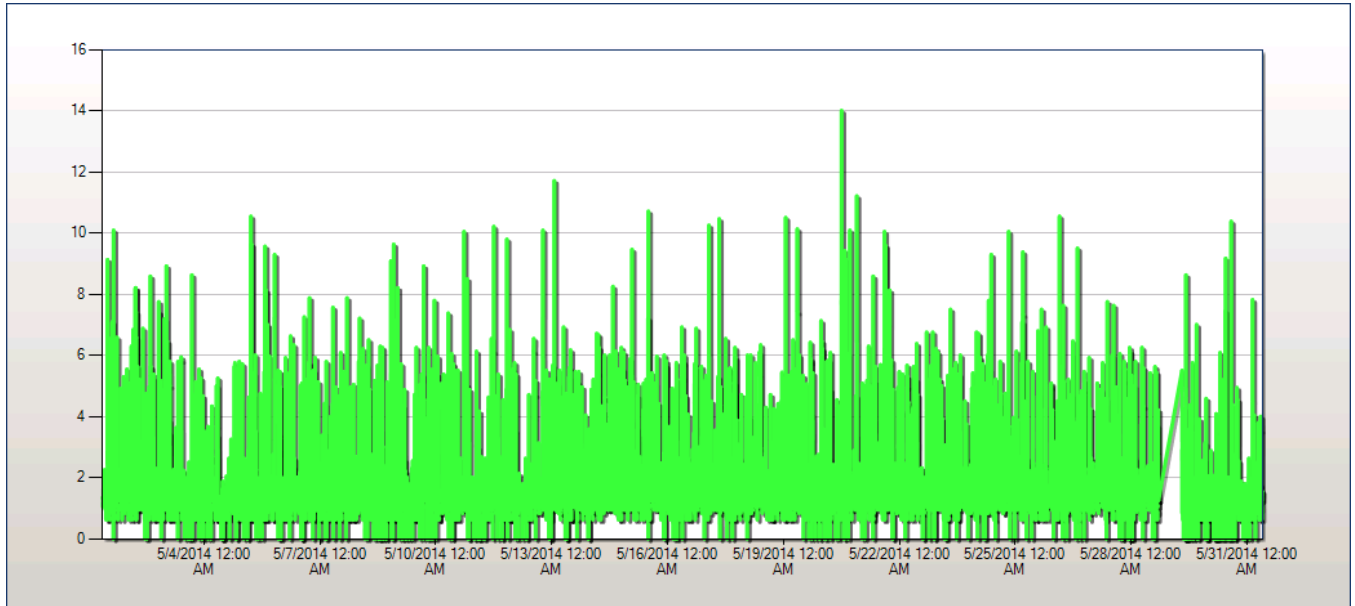
Prod2Util



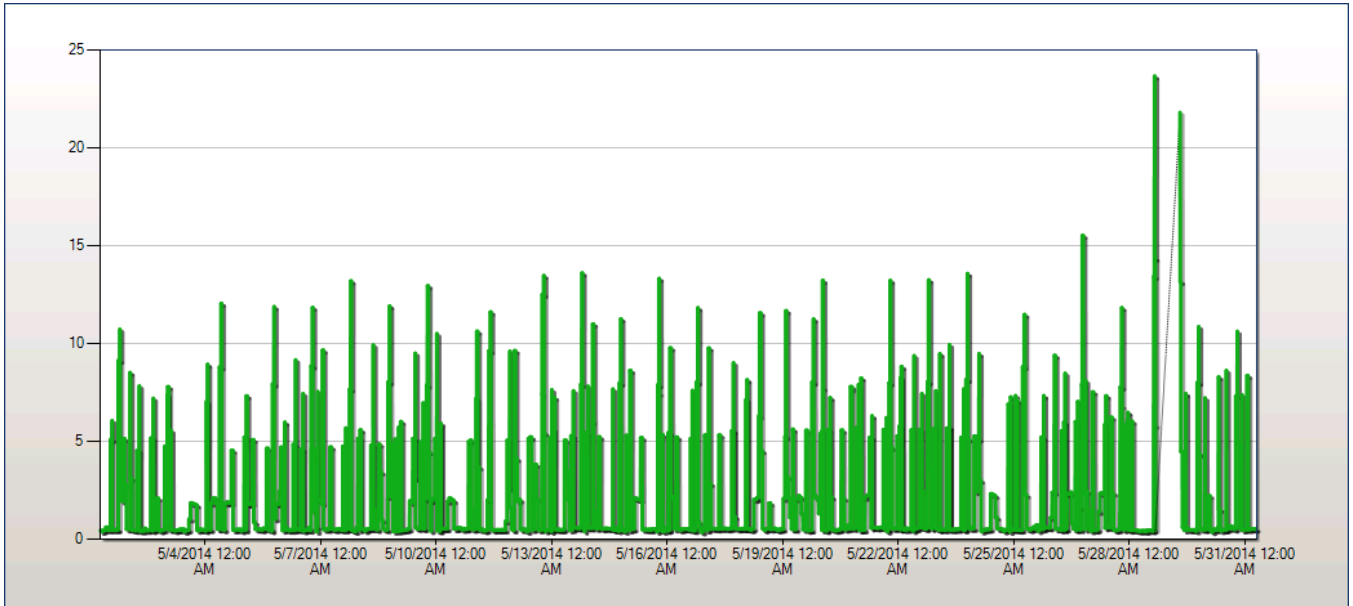
Prod2Util2



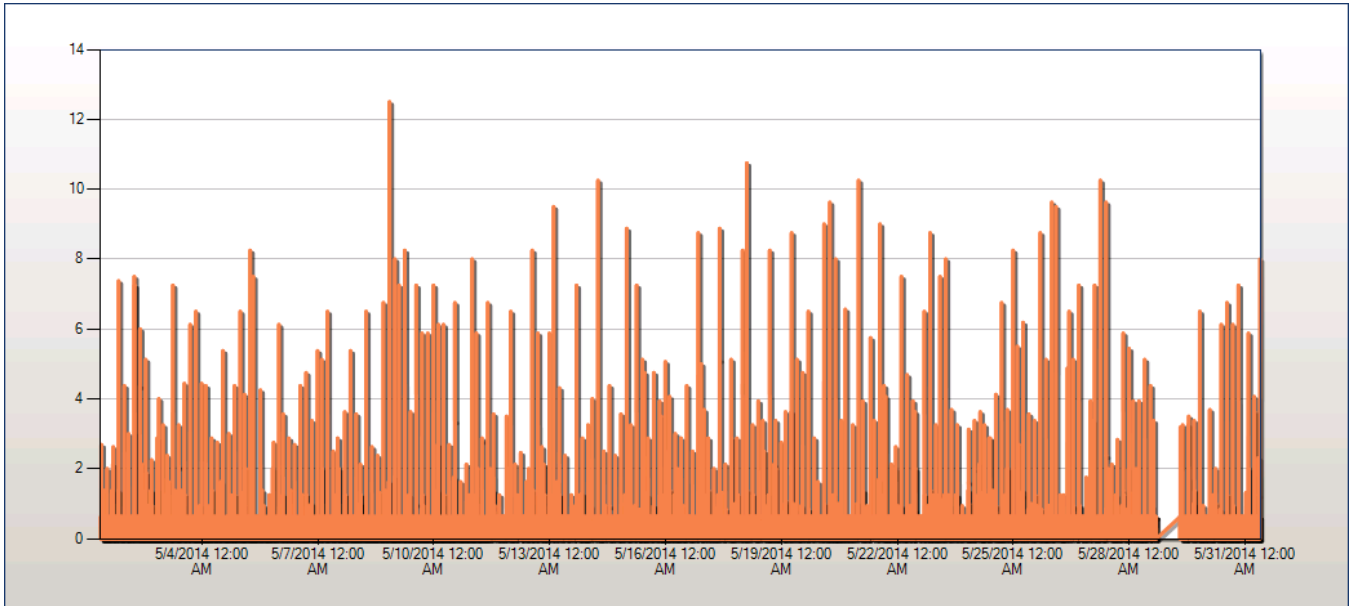
Prod2Util3



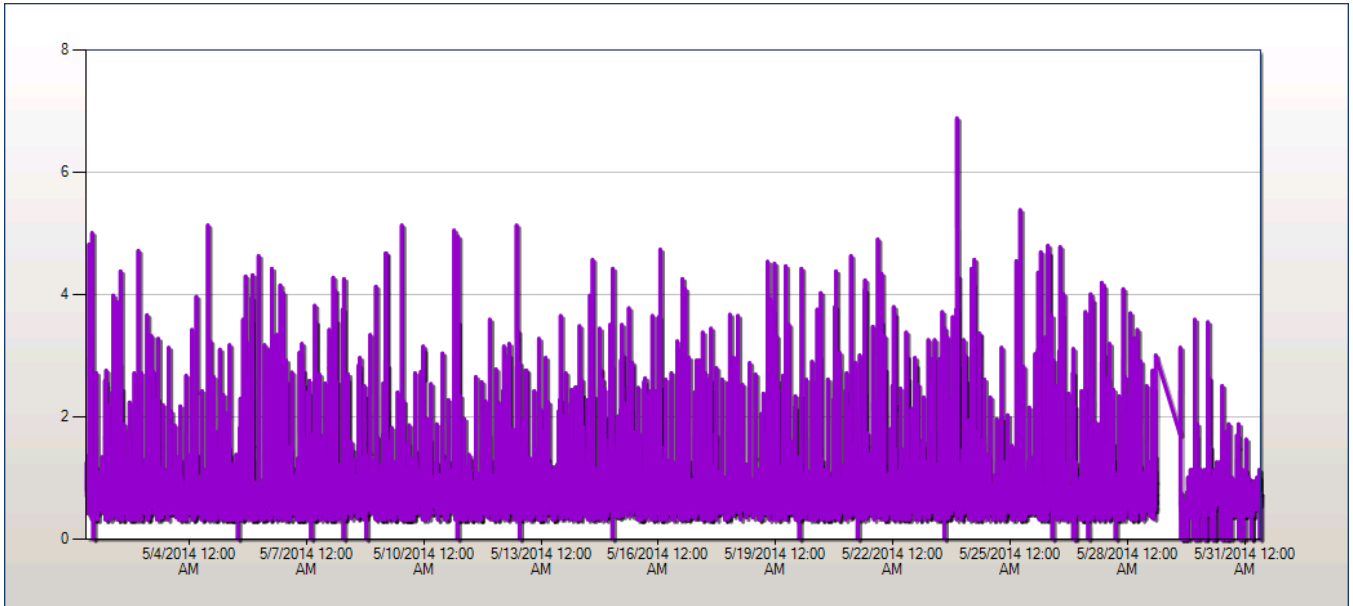
Prod2Util4



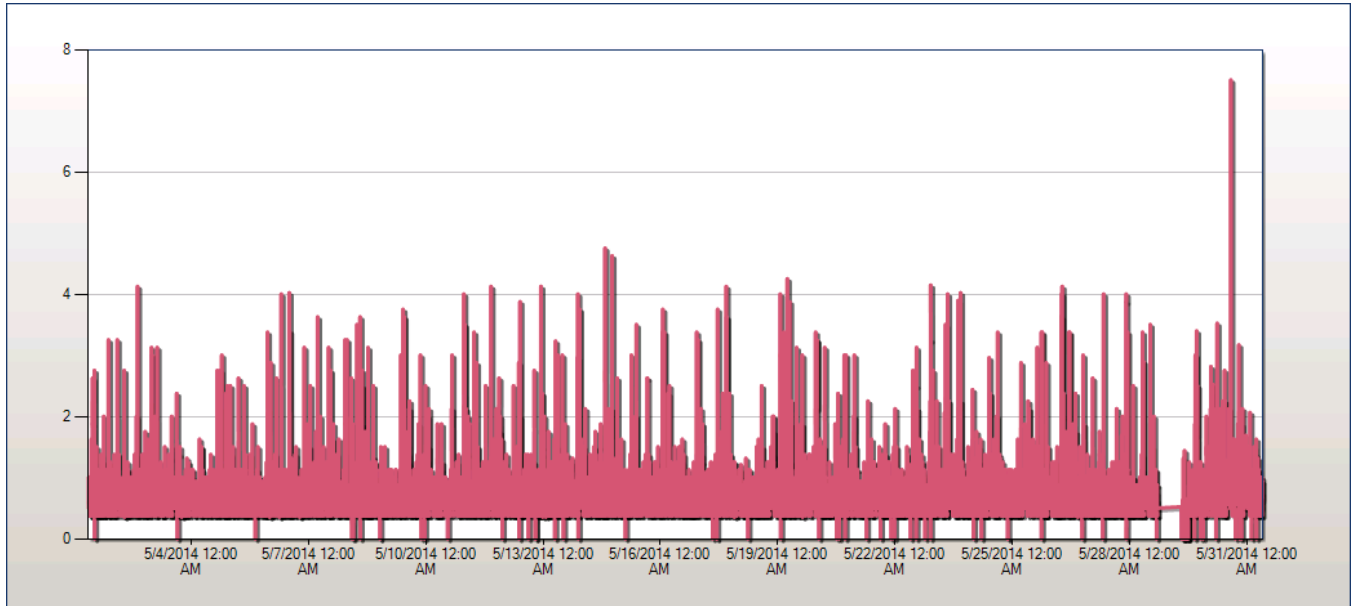
Prod2Util5



Prod2SQL1bt



Prod2SQL2sq



Communication Issues – EDI Transactions

This report provides a rolling 12 month window of Communication Issue counts encountered by the edits performed within the web portal of the EDITPS on inbound EDI transaction files received from Trading Partners.

<u>Error(s) Encountered by Type</u>	<u>Ma</u> <u>y</u> <u>13</u>	<u>Jun</u> <u>13</u>	<u>Ju</u> <u>l</u> <u>13</u>	<u>Au</u> <u>g</u> <u>13</u>	<u>Se</u> <u>p</u> <u>13</u>	<u>Oc</u> <u>t</u> <u>13</u>	<u>No</u> <u>v</u> <u>13</u>	<u>De</u> <u>c</u> <u>13</u>	<u>Ja</u> <u>n</u> <u>14</u>	<u>Fe</u> <u>b</u> <u>14</u>	<u>Ma</u> <u>r</u> <u>14</u>	<u>Apr</u> <u>14</u>	<u>Ma</u> <u>y</u> <u>14</u>
E001: Invalid file format	0	0	0	0	0	0	0	0	0	0	0	0	0
E002: Unauthorized Submitter ID	0	0	0	0	0	0	0	0	1	0	0	0	0
E003: Invalid file format	10	0	0	0	0	1	0	0	0	0	0	0	0
E004: Invalid file format	0	0	0	0	0	0	0	0	0	0	0	0	0
E005: Invalid file format	16	15	17	7	12	11	6	10	16	20	5	14	23
E006: Invalid file format	0	12	0	0	0	0	0	0	0	0	0	0	0
E007: Invalid file format	10	0	16	13	5	0	19	68	5	6	5	3	2
E008: Invalid file format	0	0	0	0	0	0	0	0	0	0	0	0	0
E009: File Transfer Error	0	0	0	0	0	0	0	0	0	0	0	0	0
E010: File Read Error	0	0	0	0	0	0	0	0	0	0	0	0	0
E011: Invalid Format: Zip File	0	0	0	0	0	0	0	0	0	0	0	0	0
E012: Submitter ID not valid	0	0	0	0	0	0	0	0	0	0	0	0	0
E013: Submitter ID not authorized	0	0	0	0	0	0	0	0	0	0	0	0	0
E014: Wrong Acknowledgment Requested value	0	0	0	0	0	0	0	0	0	0	0	0	0
E015: Invalid EDI file format	0	0	0	0	0	0	0	0	0	0	0	0	0
E016: Invalid EDI file format	2	0	0	7	2	8	9	1	0	0	0	0	0
E017: Invalid value for ISA11	0	0	0	0	0	0	0	0	0	0	0	0	0
E018: Invalid ISA5/ISA7 values	0	0	0	0	0	0	0	0	0	0	0	0	0
E019 Invalid Filename: cannot exceed 70 chars	0	0	0	0	0	0	0	0	0	0	0	0	0
E991: Network Error	0	0	0	0	0	0	0	0	0	0	0	0	0
E998: Internal Exception	0	0	0	0	0	0	0	0	0	0	0	0	0
E999: Internal Validation Error	8	38	63	5	3	20	25	17	26	15	23	43	280
Total	36	65	96	32	22	40	59	96	48	41	33	60	305

Communication Issues – MCO Enrollment Reconciliation files

This report provides a rolling 12 month window of Communication Issue counts encountered by the edits performed within the web portal of the EDITPS on inbound MCO Reconciliation files received from MCO Trading Partners.

*** These error codes were implemented July 2007.

<u>Error(s) Encountered by Type</u>	<u>Ma</u> <u>y</u> <u>13</u>	<u>Ju</u> <u>n</u> <u>13</u>	<u>Ju</u> <u>l</u> <u>13</u>	<u>Au</u> <u>g</u> <u>13</u>	<u>Se</u> <u>p</u> <u>13</u>	<u>Oc</u> <u>t</u> <u>13</u>	<u>No</u> <u>v</u> <u>13</u>	<u>De</u> <u>c</u> <u>13</u>	<u>Ja</u> <u>n</u> <u>14</u>	<u>Fe</u> <u>b</u> <u>14</u>	<u>Ma</u> <u>r</u> <u>14</u>	<u>Ap</u> <u>r</u> <u>14</u>	<u>Ma</u> <u>y</u> <u>14</u>
E100: File contains record(s) with a length not = 200 bytes	0	0	0	0	0	0	0	0	0	0	0	0	0
E101: Record Count field value not equal to Detail records	0	0	0	0	0	0	0	0	0	0	0	0	0
E102: Login ID does not match MCO Number.	0	0	0	0	0	0	0	0	0	0	0	0	0
E103: First record in the file does not begin with an 'H'.	0	0	0	0	0	0	0	0	0	0	0	0	0
E104: Last record in the file does not begin with a 'T'.	0	0	0	0	0	0	0	0	0	0	0	0	0
E105: Record type H is not equal to one within the file.	0	0	0	0	0	0	0	0	0	0	0	0	0
E106: Record type T is not equal to one within the file.	0	0	0	0	0	0	0	0	0	0	0	0	0
E107: Record Does not contain a H, D, T in the field	0	0	0	0	0	0	0	0	0	0	0	0	0
E108: Mandatory Field does not exist	0	0	0	0	0	0	0	0	0	0	0	0	0
E109: Field <field name>, is not alphanumeric.	0	0	0	0	0	0	0	0	0	0	0	0	0
E110: Field <field name>, is not numeric	0	0	0	0	0	0	0	0	0	0	0	0	0
E111: Field <field name>, is not in a valid date.	0	0	0	0	0	0	0	0	0	0	0	0	0
E112: Field <field name>, is not date format <MM/DD/CCYY>	0	0	0	0	0	0	0	0	0	0	0	0	0
E113: Field Title does not contain correct title value.	0	0	0	0	0	0	0	0	0	0	0	0	0
E114: MCO Period Begin Date range not within 2 year range	0	0	0	0	0	0	0	0	0	0	0	0	0
E115: MCO Period End Date cannot be prior to Begin Date	0	0	0	0	0	0	0	0	0	0	0	0	0
E116: Zero filled Original and Current Recipient ID.	0	0	0	0	0	0	0	0	0	0	0	0	0
E117: MCO Number does not match header MCO Number	0	0	0	0	0	0	0	0	0	0	0	0	0
E118: MCO End Date prior to Begin Date (detail record)	0	0	0	0	0	0	0	0	0	0	0	0	0
E119: Recipient Count exceeds Record Count field value	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0

Inbound Transaction Activity

Inbound Transactions are those transactions received from Trading Partners via the web portal or, in the case of Medicare carriers, received via Connect:Direct through the mainframe.

The following table provides rolling 12 month counts of the inbound files received from Trading Partners.

<u>Inbound from Trading Partners</u>	<u>Sep 13</u>	<u>Oct 13</u>	<u>Nov 13</u>	<u>Dec 13</u>	<u>Jan 14</u>	<u>Feb 14</u>	<u>Mar 14</u>	<u>Apr 14</u>	<u>May 14</u>
Total Files Received	26750	29,476	29,480	39,890	43,546	41,411	46,279	45,844	45,632
Total Files Received (Less Test ID submitted files)	26720	29,473	29,480	39,885	43,532	41,411	46,279	45,844	45,632
Production X12	24,935	29,174	29,049	39,703	43,174	40,290	46,008	45,672	45,198
Test X12	1,692	203	294	49	252	959	93	20,114	15
Production Non-X12	6	6	6	6	6	6	6	5	6
Test Non-X12	0	0	0	0	0	0	0	0	0
Bad Files	105	84	121	124	92	148	122	122	404
Totals	26,738	29,467	29,470	39,882	43,524	41,403	46,229	65,913	45,623

Inbound Transaction Activity (cont.)

Following is a rolling 12 month report of the inbound files received from Trading Partners that successfully passed through the front-end (web portal) edits and were syntactically correct, thus resulting in data being passed to MMIS II for processing:

<u>Inbound to MMIS II Claim Statistics</u>	<u>Oct 13</u>	<u>Nov 13</u>	<u>Dec 13</u>	<u>Jan 14</u>	<u>Feb 14</u>	<u>Mar 14</u>	<u>Apr 14</u>	<u>May 14</u>
Production MMIS II Claim records	1,903,456	1,485,928	1,425,870	1,846,652	1,446,051	1,690,215	1,697,162	1,887,399
Production MMIS II Encounter records	2,053,346	1,943,630	1,880,376	2,094,949	1,697,508	2,387,906	1,857,426	2,645,078
Production MCARE Claim records	279,016	226,320	229,118	254,727	215,619	221,836	286,957	223,471
Production Non-X12 Claims	433,208	418,948	439,764	412,215	399,255	403,882	330,182	482,302
Test MMIS II Claim records	822	16,434	148,969	5158	48,877	2,236	628	2,682
Test MMIS II Encounter records	2,603	574	3,937	3080	1,563	52	0	0
Test MCARE Claim records	0	0	0	0	0	0	0	0
Test Non-X12 Claims	0	0	0	0	0	0	0	0

Eligibility Response Activity

Eligibility Response Activity counts reflects responses provided to inquiries for recipient eligibility through the three means of inquiry. These counts reflect response activity only. IVR and WebEVS request activity is, in essence, a one-for-one relationship. Requests that result in errors are not reflected as a request as they are not completed actions. Inbound EDI Eligibility files are included in the inbound transaction activity counts on the previous page, thus are not included here.

- IVR-EVS Responses Reflects completed responses provided via the new IVR (telephony Eligibility Verification System)
- WEB-EVS Responses Reflects completed responses provided via the WebEVS application
- EDI-EVS Responses Reflects the count of 271 transactions created in response to an inbound 270 transaction by submitters other than test IDs
- Responses from Test IDs Reflects the count of 271 transactions created in response to an inbound 270 transactions submitted using test IDs

EVS System	May 13	Sep 13	Oct 13	Nov 13	Dec 13	Jan 14	Feb 14	Mar 14	Apr 14	May 14
IVR-EVS Responses (New IVR)	290,256	272,403	305,142	266,353	242,740	272,721	254,660	269,836	285,692	284,959
WEB-EVS Responses	1,668,899	1,470,095	1703686	1,501,143	1,466,092	1,574,067	1,359,549	1,463,772	1,408,975	1,387,333
EDI-Responses (Batch) (X12 – 271s) (less Test IDs)	593,319	858,133	579069	529,051	456,284	497,754	494,750	675,334	520,594	630,559
EDI-Responses (Real-Time)	598,617	710,640	819523	788,627	815,632	873,037	678,841	835,981	966,750	1,353,892
EDI-Responses from Test IDs (e.g. TEST01)	1	1	7	0	2	1	0	0	1	1
Totals	3,151,092	3,311,272	3,407,427	3,085,174	2,980,750	3,217,580	2,787,800	2,801,963	2,824,337	3,656,744

Outbound Transaction Activity

Outbound transactions are those transactions created from data received from MMIS II and translated into outbound transactions, plus any specific file/acknowledgement file created by EDITPS and placed in Trading Partner folders.

The following 12 month rolling report provides counts of files received from MMIS II.

<u>Outbound Transaction Processing Statistics</u>	<u>Sep</u> <u>13</u>	<u>Oct</u> <u>13</u>	<u>Nov</u> <u>13</u>	<u>Dec</u> <u>13</u>	<u>Jan</u> <u>14</u>	<u>Feb</u> <u>14</u>	<u>Mar</u> <u>14</u>	<u>Apr</u> <u>14</u>	<u>May</u> <u>14</u>
Production 835 Files received from MMIS II	36	38	41	37	45	49	47	49	40
Production 820 Files received from MMIS II	4	5	5	4	5	4	6	7	5
Test 835 Files received from MMIS II	16	12	12	12	31	17	11	3	10
Total Files received from MMIS II	56	55	58	53	81	70	64	59	55
Resulting Production 835 transactions created	23,678	21,830	21,829	29,046	25,905	35,470	33,838	62,702	28,460
Resulting Production 820 transactions created	45	53	53	41	51	37	65	119	51
Total Production Outbound transactions created	23,723	21,883	21,882	29,087	25,956	35,507	33,903	62,821	28,511
Resulting Test 835 transactions created	2,321	1,361	733	634	76	1,536	66	38	13
Resulting Test 820 transactions created	0	0	0	0	0	0	0	0	3
Total Test Outbound transactions created	2,321	1,361	733	634	76	1,536	66	38	16
Total Outbound transactions created	26,044	23,244	22,615	29,721	26,032	37,043	33,969	62,859	28,527

Outbound Transaction Activity (cont.)

Data received from MMIS II is passed into the EDITPS for validation and translation. Not all data received from MMIS II is successfully validated. Thus, it may not result in a file/transaction being placed in a Trading Partner's folder for retrieval. Additionally, there are cases when a file received from MMIS II that failed validation is corrected and resubmitted, thus resulting in a file/transaction that can be placed in a trading partner's folder.

The following 12 month rolling report provides count of transactions/files that were written to Trading Partner folders.

Outbound Transactions to Trading Partners	Oct 13	Nov 13	Dec 13	Jan 14	Feb 14	Mar 14	Apr 14	May 14
Production 835 trans placed in Trading Partner Folders	23,107	22,834	30,110	35,732	36,537	36,559	51,233	28,627
Production 820 trans placed in Trading Partner Folders	43	53	41	41	37	45	47	51
Production 997 trans placed in Trading Partner Folders	14,583	20,976	27,311	28,418	26,427	29,190	29,838	29,476
Total Production Transactions placed in Trading Partner Folders	37,733	43,863	57,462	64,191	63,001	65,794	81,118	58,154
Test 835 trans placed in Trading Partner Folders	460	8	136	984	1,509	64	19	10
Test 820 trans placed in Trading Partner Folders	0	0	0	0	0	0	0	1
Test 997 trans placed in Trading Partner Folders	187	286	35	189	959	98	28	16
Total Test Transactions placed in Trading Partner Folders	647	294	171	1173	2,468	162	47	27
Production Non-X12 Acknowledgements	14	14	15	13	13	13	12	13
Test Non-X12 Acknowledgements	2	2	1	1	1	43	2	2
Total Non-X12 Acknowledgements placed in Trading Partner Folders	16	16	16	14	14	56	14	15

ATTACHMENT 22
EDITPS MONTHLY CCR & PR SUMMARY REPORTS

EDITPS
Monthly CCR Summary Report
Date

CCR Number	Date Opened	Project Name	CCR Status	Description	Date Approved	Person Assigned	Percent Complete	Date Completed	Date Closed

EDITPS
Monthly PR Summary Report
Date

PR Number	Date Opened	Description	PR Status	Description	Date Approved	Person Assigned	Percent Complete	Date Completed	Date Closed