



CONSULTING AND TECHNICAL SERVICES II (CATS II)

TASK ORDER REQUEST FOR PROPOSALS (TORFP)

BUSINESS ANALYSIS FOR

**LICENSING, COMPLIANCE & CASE MANAGEMENT
SYSTEM (LCCMS)**

CATS II TORFP # M00B4400092/ 14-13736-G

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

SMALL BUSINESS RESERVE ONLY

ISSUE DATE: SEPTEMBER 16, 2013

This is a Small Business Reserve Procurement for which award will be limited to certified small business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article §§ 14-501 – 14-505, Annotated Code of Maryland, and that are registered with the Department of General Services Small Business Reserve Program are eligible for award of this contract. For further information on the certification process, go to www.dgs.state.md.us and click on the Small Business Reserve hyperlink (COMAR 21.11.01.06E).

KEY INFORMATION SUMMARY SHEET

This CATS II TORFP is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS II Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS II RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B9800035, including any amendments.

TORFP Title:	BUSINESS ANALYSIS FOR LICENSING, COMPLIANCE & CASE MANAGEMENT SYSTEM (LCMS)
Functional Area:	FA11 – Business Process Consulting Services
TORFP Issue Date:	September 16, 2013
Closing Date and Time:	October 7, 2013
TORFP Issuing Agency:	Maryland Department of Health and Mental Hygiene (DHMH) Maryland State Board of Dental Examiners
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TO Project Number:	M00B4400092
TO Type:	Fixed Price
Period of Performance:	90 days
MBE Goal:	15%
Small Business Reserve (SBR):	Yes
Primary Place of Performance:	Maryland State Board of Dental Examiners
Pre- TO Proposal Conference:	There will not be a Pre-Proposal Conference

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SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 2.15 for information on change orders.

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

1.2 TO AGREEMENT

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

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by the Department of Health and Mental Hygiene (DHMH's) e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. Please note that the State of Maryland's email system has a 25 MB size limit on email transmissions. The "subject" line in the e-mail submission shall state the TORFP #M00B4400092. The first file will be the TO Proposal technical response to this TORFP and shall be titled, "CATS II TORFP #M00B4400092 Technical." The second file will be the financial response to this CATS II TORFP and shall be titled, "CATS II TORFP #M00B4400092 Financial." The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 3 – Conflict of Interest Affidavit and Disclosure
- Attachment 4-H – MBE Schedules and Forms
- Attachment 5 – Labor Classification Personnel Resume Summary
- Attachment 6 – Living Wage Affidavit

1.4 ORAL PRESENTATIONS/INTERVIEWS

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

1.5 MINORITY BUSINESS ENTERPRISE (MBE)

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

1.6 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 3 to this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts

or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

Master Contractors should be aware that the State Ethics Law, State Government Article, §15-508, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances. This article prohibits a person or entity that assists in the drafting of specifications, an invitation for bids, or request for proposals for procurement from submitting a bid or proposal on that procurement, or assisting another in doing so. The Annotated Code of Maryland may be accessed at the Division of State Documents website – see www.dsd.state.md.us/comar.

1.7 NON-DISCLOSURE AGREEMENT

Access to certain system documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 9.

1.8 LIMITATION OF LIABILITY CEILING

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

1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

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

Attachment 10 is a sample of the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the checklist. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

1.10 LIVING WAGE REQUIREMENTS

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement Article, Annotated Code of Maryland. Additional information regarding the State's Living Wage requirement is contained in the following section entitled Living Wage Requirements for Service Contracts. If the Offeror fails to complete and submit the required Living Wage documentation, Attachment 6, the State may determine an Offeror to be not responsible.

TO Contractors and subcontractors subject to the Living Wage Law shall pay each covered employee at least \$12.25 per hour, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total contract value are performed in the Tier 2 Area, an Offeror shall pay each covered employee at least \$9.21 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. If the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

The TOA resulting from this solicitation has been determined to be a Tier 1 contract.

1.11 Abbreviations and Definitions

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

- a. **COMAR** – Code of Maryland Regulations available on-line at www.dsd.state.md.us.
- b. **Contract** – The Task Order Agreement (TOA) awarded to the successful Offeror pursuant to this TORFP. The TOA will be in the form of Attachment 2.
- c. **TO Manager** – The State representative for this project that is primarily responsible for contract administration functions, including issuing written direction, compliance with terms and conditions, monitoring this project to ensure compliance with the terms and conditions of the contract, and in achieving on budget/on time/on target (e.g., within scope) completion of the project.
- d. **TO Contractor** – The selected Offeror that is awarded a TOA by the State.
- e. **Department** – Refers to the Maryland Department of Health and Mental Hygiene.
- f. **DHMH** – Maryland Department of Health and Mental Hygiene.
- g. **LAN** – Local Area Network.
- h. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland.
- i. **MBE** – A Minority Business Enterprise certified by the Maryland Department of Transportation under COMAR 21.11.03.
- j. **Normal State Business Hours** - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays and Service Reduction Days, which can be found at: www.dbm.maryland.gov - keyword State Holidays.
- k. **Notice to Proceed (NTP)** – Letter from TO Contractor to the TO Contractor stating the date the TO Contractor can begin work subject to the conditions of the TOA.
- l. **Offeror** – A Master Contractor that submits a proposal in response to this TO RFP.
- m. **TO Procurement Officer** – The State representative for the resulting TOA. The TO Procurement Officer is responsible for the TOA and is the only State representative that can authorize changes to the TOA. DHMH may change the TO Procurement Officer at any time by written notice to the TO Contractor.
- n. **Task Order Request for Proposals (TORFP)** – This Task Order Request for Proposals issued by the Maryland Department of Health and Mental Hygiene, Maryland State Board of Dental Examiners, Solicitation Number OPASS-14-13736/M00B4400092 dated September 16, 2013, including any addenda.
- o. **State** – “State” means the State of Maryland.
- p. **WAN** – Wide Area Network.

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

The DHMH is issuing this CATS II TORFP to qualified Master Contractors to obtain a team of resources to conduct a requirements analysis project to replace the current Licensing, Compliance & Case Management System (LCCMS) with a new commercial off-the-shelf (COTS) customized web-based software system that covers a wide-range of licensing, compliance & case management reporting components.

The scope of work will include documenting current business processes, data flow, and system functionality related to the current LCCMS, and defining and documenting detailed system requirements for both functional and technical aspects of the new LCCMS for input into a new Request for Proposals (RFP).

Please note that the Offeror awarded this TOA may NOT submit proposal(s) in response to any subsequent DHMH LCCMS solicitation(s) associated with the implementation of the planned modifications or replacement system associated with the project.

2.2 REQUESTING AGENCY BACKGROUND

- 1.1.1 The DHMH, Maryland State Board of Dental Examiners (the “Board”) is issuing this RFP to seek a new COTS customized web-based software system that covers a wide-range of licensing, compliance & case management reporting components. The Board is also looking for an Offeror to provide a secure hosting solution to support online licensure renewal and include technical support, custom enhancements and warranty. The Board’s current Microsoft SQL Server 2005 Standard Edition will need to be upgraded to Microsoft SQL Server 2010 – R2 Standard Edition with all data migrated from the current file structure.
- 1.1.2 It is the State's intention to obtain services, as specified in this RFP, from a TOA between the successful Offeror and the State.
- 1.1.3 The Department intends to make a single award to the Offeror whose proposal is deemed to be the most advantageous to the State.
- 1.1.4 Offerors, either directly or through their subcontractor(s), shall be able to provide all services and meet all of the requirements requested in this solicitation.

2.2.1 Business Functions

The DHMH implements laws and develops policies, procedures and regulations the practice of dentistry and dental hygiene in Maryland. The DHMH’s vision is to provide citizens qualified dental care to further the good health and well-being of the citizens of Maryland by licensing dentists, dental hygienists and certifying dental radiation technologists. To achieve this vision, the DHMH mandates the following issuance of regulatory activities:

- Online licensure renewals and verifications;
- Collect fees for license renewal;
- Initial and/or Renewal of Dentist, Dental Hygienist, Dental Radiation Technologist, Dental Assistant (Qualified Dental Assistant/General/Ortho), Dental Teacher, Volunteers, and others (with total of 48 license type) applicant’s licensure/certification with photo ID;
- Provide identification of specialty license and on-line verification of licensure to the public via the Internet;
- Collect and perform audits on continuing education credits;
- Perform document imaging;

- Identify case numbers by license types;
- Investigate consumer complaints;
- Conduct compliance investigations;
- Investigate insurance fraud;
- Issue permits for anesthesia, sedation, and dispensing drug;
- Collect fees and fines as mandated by law;

2.2.2 Agency Goals and Strategies

- Ensure that licensees are credentialed appropriately to provide high quality services to the citizens of Maryland through an accurate and timely licensure process by issuing 100% of licenses/certifications within 30 business days of initial filing.
- Protect the public by insuring that in accordance with dental laws on a biennial basis 100% of licenses/certificates scheduled for renewal are processed within six (6) business days.
- Protect the public and promote quality healthcare in the field of dentistry by receiving and resolving complaints against licensees, complete investigate reports and initial Board actions on complaints by completing 90% within 180 days.
- Protect the public by completing 100% of Board actions within 60 days since receipt of proposed decision on a case either from the Office of Administrative Hearing (OAH) or Board Hearing Panel.
- Protect the public through enforcement of the Annotated Code of Maryland provisions, Health Occupations Article, Title 4 related to violations of the dental practice act and fraudulent billing practices by receiving and resolving 90% of complaints within 180 days.

2.3 ROLES AND RESPONSIBILITIES

The roles and responsibilities of this TO's Key Management Personnel are defined as follows:

- *TO Procurement Officer* – The DHMH representative responsible for managing the TO solicitation and award process, change order process, and resolution of TO Agreement scope issues.
- *TO Manager* – The DHMH representative responsible for managing the day-to-day activities of the TO including the direct management and supervision of the project tasks. The TO Manager will also be responsible for preparing the task assignments, reviewing and approving proposed change orders, proposed substitution of personnel and invoices, as well as monitoring and reporting TO performance.
- *TO Contractor Personnel* – The TO Contractor representative assigned under this TO. This representative shall be responsible for the work to be accomplished by the TO Contractor personnel under this TORFP.

2.4 PROJECT BACKGROUND

The DHMH's current licensing software system is a custom built, client/server distributed application, written in C# and relying on a Database Management System (DBMS). The application was implemented in 2001 and is used by several of DHMH business operations to enter, store, query, analyze and report on case management, licensing and compliance. Limitations of the current application and legacy technology architecture include the following:

- Not accessible via web browser, therefore limiting remote access;
- Lack of system integration;
- Requires manual entry of complaints, even when received electronically via email or fax;
- Does not integrate with digital documents created or collected throughout the investigation of a complaint;
- Does not provide any document management and imaging capabilities;

- Does not include any workflow automation capabilities;
- Does not support online renewals, payments and verifications;
- Does not support new NAIC codes (current data fields limited by number of characters);
- Does not provide customize reporting module;
- Does not provide email notification or integrate with on-line notifications; and
- Data is not easily queried or shared with other applications.

As a result, the DHMH has become increasingly challenged to meet agency goals to review, resolve and adjudicate complaints in a timely and efficient manner. Earlier this year, the DHMH senior staff met to discuss current issues with the current licensing software system and high level requirements for a new compliance tracking system. Those discussions led to the creation of this TORFP.

2.5 REQUIREMENTS

The work to be accomplished by the TO Contractor Personnel under this TORFP includes the following tasks. TO Contractor Personnel shall:

- Document project schedule to include tasks, resource assignments and due dates for each deliverable included in scope for this analysis project (See Deliverables 2.6.2.1);
- Meet with DHMH TO Manager and leadership to receive demo and system overview of the current LCCMS system and document notes for use throughout analysis project;
- Meet with the TO Manager, designated project personnel, and/or with other supporting dental board staff if necessary for additional detailed information regarding the current software system.
- Review existing functional and non-functional requirements for the system and identify gaps; Areas to be covered include functional requirements and non-functional requirements for licensing, licensure renewal, licensure verification, compliance management, case management, and reporting.
- Work with Dental Board's TO Manager and/or designated personnel to schedule and conduct business process analysis sessions with key DHMH business representatives and document notes for use throughout analysis project;
- Document current "As-Is" DHMH business processes and data flow related to licensing, compliance, and case management associated data/documents as a project deliverable (See Deliverables 2.6.2.2);
- Document detailed system requirements for both functional and technical aspects of the new LCCMS system, as a project deliverable (See Deliverables 2.6.2.3);
- Define and document system recommendations for new LCCMS including "To-Be" processes (See Deliverable 2.6.2.4);
- Draft solicitation for the implementation RFP or TORFP for a system integrator to implement the new LCCMS system.
- Provide weekly status report on the progress of the work under this TORFP (See Deliverable 2.6.2.5);
- Provide the personnel required in this TORFP within the timeframe required. TO Contractor personnel are expected to be:
 - On time when reporting to an appointment at the DHMH (or meeting location specified by DHMH);
 - Act in a professional manner;
 - Adhere to the DHMH policies; and
 - Complete assignments by designated due dates.
- Provide one full-time Project Manager for support during this project.

- Follow the business analysis methodologies that are consistent with the Business Analysis Body of Knowledge (BABOK)
- Follow the project management methodologies that are consistent with the Project Management Institute’s Project Management Body of Knowledge Guide (PMBOK)
- Work on-site during requirements gathering sessions.
- Have Offeror’s facility and resources located in the United States only.

The TO Contractor personnel may be required to enter the time spent performing tasks for an IT Project into a Time Collection System (specified by the DHMH). The TO Manager will notify the TO Contractor personnel of those assignments that are subject to this requirement.

2.6 DELIVERABLES

2.6.1 Deliverable Submission Process

For each written deliverable the TO Contractor shall submit to the TO Manager one hard copy and/or one electronic copy compatible with Microsoft Office 2010, Microsoft Project 2010 and/or Visio 2010. The deliverable will be on time and formatted according to DHMH standards.

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (Attachment 13). The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

Upon receipt of a final deliverable, the TO Manager shall review the deliverable to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 14).

The TO Manager will provide formal approval or rejection of all deliverables within 5 business days after scheduled delivery date. If deliverables do not meet project requirement, the TO Manager will specify what sections are missing, incomplete or inadequate, and provide feedback in writing to the TO Contractor. The TO Contractor is expected to update and resolve issues with any rejected deliverable within 3 business days after receiving the TO Manager’s feedback.

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

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

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

2.6.2 Deliverable Descriptions /Acceptance Criteria

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.6.2.1	Project Schedule	A Microsoft (MS) Project document that provides the Project Schedule. The Project Schedule shall include: <ul style="list-style-type: none"> • tasks, start and end dates, • tasks broken down in duration to no less than 8 hours 	Due within 1 week of Notice To Proceed (NTP).

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
		<p>and no greater than 80 hours in duration.</p> <ul style="list-style-type: none"> • resource assignments, • percentage of completion for each task, and • Due dates for each deliverable. <p>Project schedule updates shall be included with weekly status updates to the TO Manager on a continuing basis, until work is completed to the satisfaction of the TO Manager.</p>	
2.6.2.2	Current “As-Is” LCCMS Business Process Documentation and Data Flow Diagram	<p>The As-Is LCCMS Business Process document (MS Word or agreed upon format) shall include:</p> <ul style="list-style-type: none"> • Detailed description of current LCCMS and business process, • data/document flow, • Identification of bottlenecks in work flow, and • Average duration of tasks in work flow (from start to completion). 	Due within 3 weeks of NTP.
2.6.2.3	Detailed Functional and Technical Requirements for new LCCMS system	<p>The Requirements Document for the new DHMH LCCMS system shall include:</p> <ul style="list-style-type: none"> • Detailed functional requirements with rationale for business need; • Data, document and image conversion requirements; • Detailed technical requirements for user access, data / document storage, infrastructure; components, system security and data exchange with other systems; • To-Be process flows for new Compliance system. 	Due within 10 weeks of NTP.
2.6.2.4	Project Summary and Recommendations document	<p>Project Summary and Recommendations document (MS Word or agreed upon format) shall include:</p> <ul style="list-style-type: none"> • Summary of project analysis and findings, • System recommendations and rationale, 	Due within 12 weeks of NTP.
2.6.2.5	Solicitation for Implementation Services	<p>MS Word document shall contain content from other deliverables such as the Requirements Document, As-Is Process, To-Be Process, and other information for a successful solicitation. At a minimum, the RFP shall contain:</p> <ul style="list-style-type: none"> • Section for general information for solicitation • Section for requirements including Agency Background, Scope of work, As-Is Process, To-Be Process, Deliverables/Acceptance Criteria, Minimum Qualifications and others. • Section for Proposal Format • Section for Evaluation • Accompanying attachments 	Due within 12 weeks of NTP.
2.6.2.6	Weekly Status Reports to the TO Manager	<p>A single page status report via email in MS Word for the prior work week that summarizes the following:</p> <ul style="list-style-type: none"> • Actual tasks and accomplishments for the reporting period; • Issues for the reporting period; • Planned tasks and accomplishments for the next reporting period; • Hours worked (actual start and end times, and total time worked each day) by individual TO Contractors and team personnel 	Due by Monday at 12:00 PM of the following week to the TO Manager.

2.7 WORK LOCATION

2.7.1 The TO Personnel shall be expected to work on site at DHMH's Maryland State Board of Dental Examiners (the "Board") headquarters located at Spring Grove Hospital Center/Benjamin Rush Building, 55 Wade Avenue/ Tulip Drive, Catonsville, MD 21228 and meet with DHMH's TO Manager and/or designated personnel as needed in order to complete the tasks that have been assigned to the TO Contractor. Tasks that require the TO Contractor to work offsite of the DHMH facility shall be coordinated with and approved by the TO Manager and/or designated personnel.

2.7.2 The TO Contractor shall be solely responsible for all travel expenses. DHMH will not be responsible for any travel reimbursements.

2.8 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects that may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. The following policies, guidelines and methodologies can be found at <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx> under "Policies and Guidance." These may include, but are not limited to:

- The State System Development Life Cycle (SDLC) methodology
- The State Information Technology Security Policy and Standards
- The State Information Technology Project Oversight
- The State of Maryland Enterprise Architecture
- TO Contractor's staff and subcontractors are to follow a consistent methodology for all TO activities

2.9 TO CONTRACTOR PERSONNEL EXPERTISE REQUIRED

Individuals proposed shall understand current and emerging IT products, services, processes, and methodologies, along with a continuing understanding of the business function and process.

The TO Contractor shall propose individuals who possess expertise in the following types of systems:

- Web Based Systems
- Mobile Applications
- Database Reporting
- Document Management
- Business Process/Workflow Automation
- Case Management Systems
- Compliance Systems
- Licensing Systems

The TO Contractor shall also provide three (3) personal and professional references for each individual proposed to work on this TORFP.

Individuals proposed for this TORFP shall become familiar with and adhere to the system development life cycle (SDLC) methodology established by the Department of Information Technology (DoIT) for all major Information System efforts.

2.10 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS

Individuals proposed shall:

- Have an understanding of the Business Analysis Body of Knowledge (BABOK) and experience with requirements elicitation and definition, requirements planning and management, gap analysis, documentation,

conducting feasibility studies, preparing business cases, solution assessment and validation. Individuals proposed shall demonstrate at least five (5) years of this experience on their resume.

- Have excellent verbal and written communication skills, coordination and organizational skills. Individuals proposed shall demonstrate at least five (5) years of experience where these skills were applied on their resume.

2.11 TO CONTRACTOR MINIMUM QUALIFICATIONS

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

- Have experience in creating and updating SDLC documents. Individuals proposed shall demonstrate at least three (3) years of experience leading efforts where an SDLC methodology was employed on their resume.
- Possess at least five (5) years' experience in the planning and requirements analysis for COTS implementation.
- Must provide contact information of at least three (3) or more federal, state, or local government entities that were clients for a COTS implementation.

2.12 NON PERFORMANCE OF PERSONNEL

In the event that DHMH is dissatisfied with the TO Contractor's personnel for not performing to the scope of services of the TORFP, the TO Contractor personnel may be removed at the TO Manager's discretion. Replacement personnel must be approved by the TO Manager and have qualifications equal to or greater than that of the non-performing person initially proposed and evaluated and accepted in the TO Agreement. The TO Manager will determine the amount of time the TO Contractor has to provide a replacement.

2.13 SUBSTITUTION OF PERSONNEL

The TO Contractor shall propose only staff available at the time of the TO Proposal and that satisfy the personnel qualifications specified in the Master Contract. In addition, the TO Contractor shall abide by the substitution of personnel requirements in the Master Contract.

2.14 INVOICING

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS II Master Contract. Invoices for payment shall contain the TO Contractor's Federal Employer Identification Number (FEIN), as well as the information described below, and must be submitted to the TO Manager for payment approval.

2.14.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the deliverable provided (including Agency Acceptance of Deliverable Form), associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS II Master Contract. Invoices for payment shall contain the TO Contractor's FEIN, as well as the information described below, and must be submitted to the TO Manager for payment approval.
- C) Invoices for final payment shall be clearly marked as 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. The payment will be paid upon deliverables acceptance of Agency Acceptance of Deliverable Form.

2.15 CHANGE ORDERS

If the TO Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, 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 modifications shall be performed until a change order is approved by the TO Manager and executed by the TO Procurement Officer.

2.16 SECURITY AND CONFIDENTIALITY

The TO Contractor shall adhere to and ensure compliance with the State of Maryland and the DHMH's Information Technology Security Policies and Standards. These policies may be revised from time to time and the TO Contractor shall comply with all such revisions. The TO Contractor personnel will be required to sign the DHMH Security Advisory, DHMH Non-Disclosure Agreement, and abide by DHMH Internet and E-mail Use Policy. Additionally, if the TO Contractor requires third party connectivity to the DHMH Network, the TO Contractor will be required to sign the DHMH Terms and Conditions for Third Party Remote Access.

Information and information technology systems are essential assets of the State of Maryland. They are vital to the citizens of the State. Information assets are critical to the services that agencies provide to citizens, businesses, educational institutions, as well as to local and federal government entities and to other State agencies. All information created with State resources for State operations is the property of the State of Maryland. All agencies, employees, and contractors of the State are responsible for protecting information from unauthorized access, modification, disclosure and destruction.

All employees, TO Contractor, and TO Contractor Personnel are responsible for:

- Being aware of their responsibilities for protecting IT assets of the State
- Exercising due diligence in carrying out the IT Security Policy
- Being accountable for their actions relating to their use of all IT Systems
- Using IT resources only for intended purposes as defined by policies, laws and regulations of the State

The TO Contractor personnel will be provided with remote access privileges into the DHMH's network via RSA Token Application provided by the DHMH. The TO Contractor Personnel shall be responsible for the RSA Token and shall return it to the DHMH at time of termination or end of contract.

The TO Contractor Personnel shall not connect any TO Contractor owned equipment to any State LAN/WAN without prior written approval by the DHMH. The DHMH will provide equipment as necessary for support that requires connection to the DHMH's LAN/WAN, or give prior written approval as necessary for connection.

The TO Contractor shall obtain a CJIS State and Federal criminal background check, including fingerprinting, for each employee performing services under this TO. This background check may be performed by a public or private entity. A successful CJIS State criminal background check shall be completed prior to any TO Contractor Personnel providing services covered by this TO. The DHMH reserves the right to refuse to allow any TO Contractor personnel to work on this TO, based upon certain specified criminal convictions.

The CJIS criminal record check of each TO Contractor who will provide services under this TO shall be reviewed by the TO Contractor for convictions of any of the following crimes described in the Annotated Code of Maryland, Criminal Law Article:

- A) §§ 6-101 through 6-104, 6-201 through 6-205, 6-409 (various crimes against property);
- B) any crime within Title 7, Subtitle 1 (various crimes involving theft);
- C) §§ 7-301 through 7-303, 7-313 through 7-317 (various crimes involving telecommunications and electronics);
- D) §§ 8-201 through 8-302, 8-501 through 8-523 (various crimes involving fraud);

- E) §§9-101 through 9-417, 9-601 through 9-604, 9-701 through 9-706.1 (various crimes against public administration); or
- F) a crime of violence as defined in CL § 14-101(a).

An employee of the TO Contractor who has been convicted of a felony or of a crime involving telecommunications and electronics from the above list of crimes shall not be permitted to provide services under this TO; an employee of the TO Contractor who has been convicted with the past 5 years of a misdemeanor from the above list of crimes shall not be permitted to provide services under this TO.

SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

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

3.2 FORMAT

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

3.2.1 TECHNICAL PROPOSAL

A. Proposed Services

- 1) Requirements: A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
- 2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal. Master Contractors shall avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.

B. Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category. The resume shall feature prominently the proposed personnel's skills and experience as they relate to the Master Contractor's proposed solution and Section 2 – Scope of Work.
- 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in accordance to Section 2.9. Provide copies of certifications with the technical proposal.
- 3) Provide the names and titles of the Master Contractor's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.
- 4) Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary. Dates of employment shall be included to determine minimum qualifications. Failure to provide this information may deem your bid as non-responsive.
- 5) Provide three (3) examples of work assignments that each of the proposed personnel have completed that were similar in scope to the one defined in this TORFP. Each of the three (3) examples shall include a reference complete with the following:
 - a) Name of organization.
 - b) Name, title, and telephone number of point-of-contact for the reference.
 - c) Type and duration of contract(s) supporting the reference.
 - d) The services provided scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
 - e) Whether the proposed personnel are still providing these services and, if not, an explanation of why services are no longer provided to the client organization.

C. Master Contractor and Subcontractor Experience and Capabilities

Provide up to three (3) examples of projects or contracts the Master Contractor has completed that were similar to Section 2 - Scope of Work. Each example shall include contact information for the client organization complete with the following:

- a) Name of organization.
 - b) Point of contact name, title, and telephone number.
 - c) Services provided as they relate to Section 2 - Scope of Work.
 - d) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
- 6) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
- a) Name of organization.
 - b) Point of contact name, title, and telephone number
 - c) Services provided as they relate to Section 2 - Scope of Work.
 - d) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
 - e) Dollar value of the contract.
 - f) Whether the contract was terminated before the original expiration date.
 - g) Whether any renewal options were not exercised.

Note - State of Maryland experience can be included as part of Section 3.2.2 above as project or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

D. Proposed Facility

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

E. State Assistance

Provide an estimate of expectation concerning participation by State personnel.

F. Confidentiality

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

3.2.2 FINANCIAL PROPOSAL

A. A description of any assumptions on which the Master Contractor's Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal);

B. Attachment 1 - Completed Financial Proposal, including:

The Master Contractor should indicate on Attachment 1:

- Firm Fixed Price for all deliverables

There will be no travel reimbursement.

SECTION 4 - TASK ORDER AWARD PROCESS

4.1 OVERVIEW

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

4.2 TECHNICAL PROPOSAL EVALUATION CRITERIA

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

- Experience of the Master Contractor's proposed personnel performing the requirements in Section 2.5.
- The experience in Section 2.9 of the Master Contractor's proposed personnel.
- The Master Contractor's understanding of the work to be accomplished.

4.3 SELECTION PROCEDURES

- 1) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2.9 and quality of responses to Section 3.2.1 of the TORFP. TO Proposals deemed technically qualified will have their financial proposal considered. All others will be deemed not reasonably susceptible to award and will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- 2) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- 3) The State will require oral presentations with all qualified personnel proposed by each of the qualified Master Contractors. In order to ensure as timely an evaluation process as possible, the State will begin conducting interviews two weeks after receipt of proposals. The number of days for interviews will be dependent upon the number of proposals received. The State will notify all Master Contractors by email of specific dates and contact information for scheduling. Master Contractors must ensure that proposed personnel will be available for the interview in order for their technical proposals to be considered for award.
- 4) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, a Non-Disclosure Agreement (TO Contractor), successful CJIS State criminal background check, a Purchase Order, and by a NTP authorized by the TO Procurement Officer. See Attachment 12 - Notice to Proceed (sample).

ATTACHMENT 1 – PRICE PROPOSAL FORMAT

PRICE PROPOSAL FOR CATS II TORFP # M00B4400092

The Master Contractor must provide a Firm Fixed Price as described on Section 2 Scope of Work. The Master Contractor shall specify a Firm Fixed Price for all deliverables. The sum of the Firm Fixed Price for the all deliverables will be the price used in ranking the financial portion of the TORFP financial proposal.

THIS FORM SHALL NOT BE ALTERED.

<u>ID #</u>	<u>DELIVERABLE DESCRIPTION</u>	<u>PRICE</u>
2.6.2.1	PROJECT SCHEDULE	\$
2.6.2.2	CURRENT COMPLIANCE BUSINESS PROCESS DOCUMENTATION AND DATA FLOW DIAGRAM	\$
2.6.2.3	DETAILED FUNCTIONAL AND TECHNICAL REQUIREMENTS FOR NEW COMPLIANCE SYSTEM	\$
2.6.2.4	PROJECT SUMMARY AND RECOMMENDATIONS DOCUMENT	\$
2.6.2.5	SOLICITATION FOR IMPLEMENTATION SERVICES	
2.6.2.6	WEEKLY STATUS REPORTS TO THE TO MANAGER (PAID ON DELIVERY OF LAST STATUS REPORT)	\$
<u>TOTAL EVALUATED PRICE</u>		\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

ATTACHMENT 2 – TASK ORDER AGREEMENT

CATS II TORFP# M00B4400092 OF MASTER CONTRACT #060B9800035

This Task Order Agreement (“TO Agreement”) is made this **day** of **Month**, 201_ by and between **Task Order Contractor (TO Contractor)** and the STATE OF MARYLAND, Department of Health and Mental Hygiene.

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means the Department of Health and Mental Hygiene, as identified in the CATS II TORFP # M00B4400092.
 - b. “CATS II TORFP” means the Task Order Request for Proposals # M00B4400092, dated **MONTH DAY, YEAR**, including any addenda.
 - c. “Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and **TO Contractor** dated xxx 2010.
 - d. “TO Procurement Officer” means **TO Procurement Officer**. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. “TO Agreement” means this signed TO Agreement between Maryland Transportation Authority and **TO Contractor**.
 - f. “TO Contractor” means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is _____ and whose principal office in Maryland is _____.
 - g. “TO Manager” means Paula Keen of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS II TORFP dated **date of TO Proposal – Technical**.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS II TORFP dated **date of TO Proposal - Financial**.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend conflict with or supercede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS II TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Agreement,
 - b. CATS II TORFP
 - c. TO Proposal-Technical

d. TO Proposal-Financial

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

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS II TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of 90 days, commencing on the date of Notice to Proceed and terminating on August 23, 2013.

4. Consideration and Payment

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

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

4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is Federal ID number. 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 Managers Debra Stewart and Andy Cole 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, Department of Health and Mental Hygiene

By: Sharon Gambrell TO Procurement Officer

Date

Witness: _____

ATTACHMENT 3 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

Date: _____ By: _____

(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO RESPONSE

MBE SCHEDULES AND FORMS

ATTACHMENT 4-H

MBE Schedules and Forms

Attachment H – Minority Business Enterprise Participation

The Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the Minority Business Enterprise (MBE) goal stated in the Task Order Request for Proposals (TORFP). MBE performance shall be in accordance with this Attachment, as authorized by Minority Business Enterprise Policies as set forth by 21.11.03 of the Code of Maryland Regulations (COMAR). Accordingly, the Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Attachment.

To meet the goal using MBE subcontractors, all Prime Contractors shall:

- Identify work areas for subcontracting
- Solicit minority business enterprises through written notice or personal contact
- Help minority businesses meet bonding requirements or grant them a waiver of bonding requirements
- Identify their MBE subcontractors at the time they submit their bids or proposals

MBE GOAL AND SUB GOALS

An MBE subcontract participation goal of **15%** of the *total Contract dollar amount* for Electronic Document Management Analysis Project for Enterprise Compliance Tracking System Services has been established for this procurement. By submitting a response to this solicitation, the bidder or Offeror agrees that this percentage of the total dollar amount of the Contract will be performed by certified minority business enterprises.

A Prime Contractor — including an MBE Prime Contractor — shall accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors. (COMAR 21.11.03.09B(2))

SOLICITATION AND CONTRACT FORMATION

- ◆ A bidder or offeror must include with its bid or offer a completed *Certified MBE Utilization and Fair Solicitation Affidavit (Attachment 4-H-1)* whereby:
 - (1) The bidder or Offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.
 - (2) The bidder or offeror responds to the expected degree of MBE participation as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of submission. The bidder or Offeror shall specify the percentage of contract value associated with each MBE subcontractor identified on the MBE Participation Schedule.
- ◆ *If a bidder or Offeror fails to submit Attachment 4-H-1 with the bid or offer, 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.*

- ◆ Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee shall provide the following documentation to the TO Procurement Officer:

(1) Outreach Efforts Compliance Statement (Attachment 4-H-2)

(2) Subcontractor Project Participation Certification (Attachment4- H-3)

(3) If the apparent awardee has requested a waiver (in whole or in part) of the overall MBE goal or of any sub-goal is necessary, it shall submit a fully documented waiver request that complies with COMAR 21.11.03.11.

(4) Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

NOTE: If the apparent awardee fails to return each completed document within the required time, the TO Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for Contract award. If the Contract has already been awarded, the award is voidable.

MBE REPORTING INSTRUCTIONS

Prime Contractor shall:

1. Submit by the 10th of each month to the Department a Prime Contractor Paid/Unpaid MBE Invoice Report listing any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made.
2. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit by the 10th of each month to the Department a Subcontractor Paid/Unpaid MBE Invoice Report that identifies the prime contract and lists all payments received from Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices.
3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three (3) years after final completion of the contract.
5. At the option of the procurement agency, upon completion of the contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

ATTACHMENTS

- A. Certified MBE Utilization and Fair Solicitation Affidavit (must be submitted with bid or offer)
- B. Outreach Efforts Compliance Statement (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)
- C. Subcontractor Project Participation Certification (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)
- D. Prime Contractor Paid/Unpaid MBE Invoice Report (must be submitted by the 10th of each month by the Prime Contractor)
- E. Subcontractor Paid/Unpaid MBE Invoice Report (must be submitted by the 10th of each month by the Subcontractor)

Attachment 4-H-1 – Certified MBE Utilization and Fair Solicitation Affidavit

This document **MUST BE** included with the bid or offer. If the Bidder or Offeror fails to complete and submit this form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

In conjunction with the bid or offer submitted in response to Solicitation No. M00B4400092 / 14-13736-G, I affirm the following:

1. I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of _____% of the *total Contract dollar amount for TORFP Electronic Document Management Analysis Project for Licensing, Compliance & Case Management System*. Therefore, I will not be seeking a waiver pursuant to COMAR 21.11.03.11.

OR

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

OR

I conclude that I am unable to achieve the MBE participation goal. I hereby request a partial waiver of the overall goal and have identified the portion of the MBE goal I intend to achieve through a specific commitment of the certified Minority Business Enterprises listed in the MBE Participation Schedule below. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation (for the portion I am unable to achieve) in accordance with COMAR 21.11.03.11.

2. I understand that if I am notified that I am the apparent awardee, I must submit the following additional documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.

(a) Outreach Efforts Compliance Statement (Attachment 4-H-2)

(b) Subcontractor Project Participation Statement (Attachment 4-H-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.

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

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

4. Set forth below are the (i) certified MBEs I intend to use and (ii) the percentage of the total contract amount allocated to each MBE for this project. I hereby affirm that the MBE firms are only providing those products and services for which they are certified by the Maryland Department of Transportation.

MBE Participation Schedule

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

List Information For Each Certified MBE Subcontractor On This Project

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

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

Continue on a separate page, if needed.

SUMMARY

Total <i>African-American</i> MBE Participation:	_____ %
Total <i>Woman-Owned</i> MBE Participation:	_____ %
Total <i>Other</i> Participation	_____ %
Total <i>All MBE</i> Participation:	_____ %

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

_____ Bidder/Offeror Name	_____ Signature of Affiant
<i>(PLEASE PRINT OR TYPE)</i>	
	Name: _____
	Title: _____
	Date: _____

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

Attachment 4-H-2 – 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 or offer submitted in response to Solicitation No. _____. I state the following:

1. Bidder/Offeror identified opportunities to subcontract in these specific work categories:

2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit MDOT certified MBEs for these subcontract opportunities.

3. Bidder/Offeror made the following attempts to contact personally the solicited MDOT certified MBEs:

4. Select ONE of the following:
 This project does not involve bonding requirements.

OR

 Bidder/Offeror assisted MDOT certified MBEs to fulfill or seek waiver of bonding requirements (*describe efforts*).

5. Select ONE of the following:
 Bidder/Offeror did/did not attend the pre-bid/proposal conference.

OR

 No pre-bid/proposal conference was held.

Bidder/Offeror Printed Name

By: _____
Signature

Address

Title

City/State/Zip

Date

Attachment 4-H-3 – Subcontractor Project Participation Certification

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

_____ (prime contractor) has entered into a contract with _____ (subcontractor) to provide services in connection with the Solicitation No. _____ described below.

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

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

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

PRIME CONTRACTOR SIGNATURE

By: _____

Signature

Name, Title

Date

SUBCONTRACTOR SIGNATURE

By: _____

Signature

Name, Title

Date

Attachment 4-H-4 – Minority Business Enterprise Participation
This form is to be completed
monthly by the prime
contractor.

Department of Health and Mental Hygiene
Prime Contractor Paid/Unpaid MBE Invoice Report

<p>REPORT #: _____</p> <p>Reporting Period (Month/Year): _____</p> <p>Report is due by the 10th of the month following the month the services were provided.</p>	<p>Contract #:</p> <p>Contracting Unit:</p> <p>Contract Amount:</p> <p>MBE Subcontract Amt:</p> <p>Project Begin Date:</p> <p>Project End Date:</p>
---	---

Prime Contractor:	Contact Person:																														
Address / City / State / Zip:																															
Phone:	FAX:																														
Subcontractor Name:	Contact Person:																														
Phone:	FAX:																														
Subcontractor Services Provided:																															
<p style="text-align: center;">LIST ALL PAYMENTS MADE TO MBE SUBCONTRACTOR NAMED ABOVE DURING THIS REPORTING PERIOD:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 35%; text-align: center;"><u>Invoice#</u></th> <th style="width: 35%; text-align: center;"><u>Amount</u></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 colspan="3" style="padding-top: 10px;">Total Dollars Paid: \$ _____</td> </tr> </tbody> </table>		<u>Invoice#</u>	<u>Amount</u>	1.			2.			3.			Total Dollars Paid: \$ _____			<p style="text-align: center;">List dates and amounts of any outstanding invoices:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 35%; text-align: center;"><u>Invoice #</u></th> <th style="width: 35%; text-align: center;"><u>Amount</u></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 colspan="3" style="padding-top: 10px;">Total Dollars Unpaid: \$ _____</td> </tr> </tbody> </table>		<u>Invoice #</u>	<u>Amount</u>	1.			2.			3.			Total Dollars Unpaid: \$ _____		
	<u>Invoice#</u>	<u>Amount</u>																													
1.																															
2.																															
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Total Dollars Paid: \$ _____																															
	<u>Invoice #</u>	<u>Amount</u>																													
1.																															
2.																															
3.																															
Total Dollars Unpaid: \$ _____																															

NOTE:

- If more than one MBE Subcontractor is used for this Contract, use separate H-4 forms.
- Return one copy (hard or electronic) of this form to the following address
(electronic copy with signature and date is preferred)

MBE Officer

Department of Health and Mental Hygiene

Procurement Unit

200 St. Paul Place

Baltimore, Md. 21202

MBEOfficer@mdinsurance.state.md.us

Signature: _____ **Date:** _____

Attachment 4-H-5 – Minority Business Enterprise Participation

This form is to be completed
monthly by each MBE
subcontractor.

**Department of Health and Mental Hygiene
Subcontractor Paid/Unpaid MBE Invoice Report**

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

MBE Subcontractor Name:													
MDOT Certification #:													
Contact Person:													
Address / City / State / Zip:													
Phone:	FAX:												
Subcontractor Services Provided:													
<p>List all payments received from Prime Contractor during reporting period indicated above.</p> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:50%;"><u>Invoice Amt</u></th> <th style="width:50%;"><u>Date</u></th> </tr> </thead> <tbody> <tr> <td>1.</td> <td></td> </tr> <tr> <td>2.</td> <td></td> </tr> </tbody> </table>	<u>Invoice Amt</u>	<u>Date</u>	1.		2.		<p>List dates and amounts of any unpaid invoices over 30 days old.</p> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:50%;"><u>Invoice Amt</u></th> <th style="width:50%;"><u>Date</u></th> </tr> </thead> <tbody> <tr> <td>1.</td> <td></td> </tr> <tr> <td>2.</td> <td></td> </tr> </tbody> </table>	<u>Invoice Amt</u>	<u>Date</u>	1.		2.	
<u>Invoice Amt</u>	<u>Date</u>												
1.													
2.													
<u>Invoice Amt</u>	<u>Date</u>												
1.													
2.													

3. Total Dollars Paid: \$ _____	3. Total Dollars Unpaid: \$ _____
Prime Contractor: _____ Contact Person _____	

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

MBE Officer Department of Health and Mental Hygiene Procurement Unit 200 St. Paul Place Baltimore, Maryland 21202 MBEOfficer@mdinsurance.state.md.us

ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

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

For example: If you propose John Smith, who is your subcontractor, and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as three (3) months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement; in this case, three(3) months.

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

ATTACHMENT 6 – LIVING WAGE AFFIDAVIT

Affidavit of Agreement

Maryland Living Wage Requirements-Service Contracts

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 Tide 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.

Advisory 2007-1
rev-10/9/2009

Attachment 6 (continued)

Affidavit of Agreement

Maryland Living Wage Requirements-Service Contracts

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative

Date

Title

Witness Name (Typed or Printed)

Witness Signature

Date

ATTACHMENT 7 – DIRECTIONS TO THE PRE-TO PROPOSAL CONFERENCE

**Directions to the Board for proposal can be found on our website at
www.dhmf.md.gov/dental.**

ATTACHMENT 8 – NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the “Agreement”) is made this ___ day of _____ 20___, by and between _____ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as “the State”).

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS II TORFP #M00B4400092 for TORFP LICENSING, COMPLIANCE & CASE MANAGEMENT SYSTEM. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as “Confidential Information”. As a condition for its receipt and access to the Confidential Information described in Section 1.6 of the TORFP, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.6, 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, Department of Health and Mental Hygiene on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State’s rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR’S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys’ fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____ BY: _____
NAME: _____ TITLE: _____
ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 0 OF THE TORFP

ATTACHMENT 9 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ___ day of _____, 200___, by and between the State of Maryland ("the State"), acting by and through its Maryland Transportation Authority’s Division of Information Technology, and _____ (“TO Contractor”), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for TORFP LICENSING, COMPLIANCE & CASE MANAGEMENT SYSTEM TORFP No. M00B4400092 dated release date for TORFP, (the “TORFP” issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B9800035; and

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

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

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

injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.

9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
 - a. This Agreement shall be governed by the laws of the State of Maryland;
 - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
 - f. The Recitals are not merely prefatory but are an integral part hereof.

TO Contractor/TO Contractor's Personnel:

TO Requesting Agency: Department of Health and Mental Hygiene

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 0 OF THE TORFP

EXHIBIT A

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

Printed Name and Address
of Employee or Agent

Signature

Date

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

ATTACHMENT 10 – TO CONTRACTOR SELF-REPORTING CHECKLIST

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

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

C) Have any change orders been executed?

Yes No

(If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)

D) Is the change management procedure being followed?

Yes No **(If no, explain why)** _____

ATTACHMENT 11 –PERFORMANCE EVALUATION

Performance Evaluation Instructions to Rater

Rating Options

- O Outstanding** - Exemplary performance far exceeding performance criteria required for the job.
- E Exceeds Expectations** - Performance which exceeds the level supervisor normally requires for the job.
- M Meets Expectations** - Generally meets supervisor’s expectation on performance criteria for the job.
- U Unsatisfactory** – Unacceptable performance which must receive immediate attention.

Category Rating

- In order to achieve an Outstanding in any category, a contractor would need to receive an **O in all** criteria.
- In order to achieve an Exceeds Expectations in any category, a contractor would need to receive an **E or higher in all** criteria.
- In order to achieve a Meets Expectations, a contractor would need to receive an **M or higher in at least 3** criteria.

Overall Rating

- In order to achieve an Overall Outstanding, a contractor would need to receive an **O in all categories.**
- In order to achieve an Overall Exceeds Expectations, a contractor would need to receive an **E or higher in all categories**
- In order to achieve an Overall Meets Expectations, a contractor would need to receive an **M or higher in at least three (3) categories.**

Performance issues identified by the agency are subject to the mitigation process described in Section 2.11.

TO Manager must provide each contractor with written Performance Standards for all categories at the beginning of the rating period. Performance Standards are the **minimum** criteria required in order to receive a **Meets Expectations** rating.

PERFORMANCE EVALUATION (SAMPLE)

Employee's Name Jane Doe	TO Contractor Vendor Name	Job Title Business Analyst Consultant
Rating Period – From: June 1, 20XX To: May 31, 20XX		Date:
Department Division of Information Technology		Rater's Name Andrew Cole
<p>Overall Performance Rating: Place an (X) in selected rating :</p> <p style="text-align: center;"> <input type="checkbox"/> Outstanding <input type="checkbox"/> Exceeds Expectations <input type="checkbox"/> Meets Expectations <input type="checkbox"/> Unsatisfactory </p>		

DIVISION WORK PLAN

- ★ Provides business analyst support for Authority projects.

Instructions

Select the letter (O, E, M, U) which best indicates your overall assessment of the employee's performance in each criteria. Place an (X) in the block indicating the overall performance in each category. Give examples of past performance to support your evaluation.

Category: **WORK QUALITY**

- Outstanding
 Exceeds Expectations
 Meets Expectations
 Unsatisfactory
 (O) (E) (M) (U)

Criteria:

	Accuracy (correctness of completed tasks and assignments).
	Knowledge (understanding of policies, procedures, practices, equipment usage etc.)
	Organizational skills (prioritizes assignments, work product is cohesive and coherent)
	Follow-up (amount of supervision required).
	Multi-task (works under pressure to complete multiple assignments).

Give examples of past performance to support your evaluation

Category: **WORK QUANTITY**

Outstanding Exceeds Expectations Meets Expectations Unsatisfactory
(O) **(E)** **(M)** **(U)**

Criteria

	Performs duties and functions of the position in a timely manner.
	Work product is consistent with job specifications.
	New and additional duties, assignments are accepted and performed.
	Work load is consistent with performance expectations.
	Contractor's talents and efforts are directed towards the needs of the unit and accomplishment of goals.

Give examples of past performance to support your evaluation

Category: **WORKING RELATIONSHIPS**

Outstanding Exceeds Expectations Meets Expectations Unsatisfactory
(O) **(E)** **(M)** **(U)**

Criteria

	Establishes and maintains effective working relationships with co-workers, supervisors and the public.
	Accepts direction and suggestions for work improvements from supervisor(s) and is willing to learn from others.
	Works as a team member toward accomplishing the division and agency's goals and supports team decisions; is willing to assist with tasks and assignments outside of normal job duties.
	Uses tact and respect when communicating with others.
	Deals appropriately and professionally with conflicts and unanticipated problems.

Give examples of past performance to support your evaluation

Category: **WORK HABITS**

Outstanding Exceeds Expectations Meets Expectations Unsatisfactory

(O)

(E)

(M)

(U)

Criteria

	Complies with leave policies and procedures
	Punctuality (start time, breaks)
	Use and application of time
	Use and care of State property
	Complies with safety rules and regulations

Give examples of past performance to support your evaluation

RATER'S SIGNATURE _____

DATE _____

Performance Measurement Definitions

Category: WORK QUALITY

Criteria: Accuracy (correctness of completed tasks and assignments).

- Produces accurate, legible written weekly activity reports.
- Produces accurate, legible written monthly project status reports (when required).
- Deliver informative, well-organized presentations.
- Submits accurate leave requests and timesheets.
- Ensures clear and complete written project & technical documentation and deliverables are provided.
- Written communication and assignments are free of spelling & grammar errors.
- Conduct a quality review walkthrough of a business requirements documentation
- Creates documents that meet the Authority's document & project standards.
 - Develop and utilize modeling tools and techniques to communicate with the stakeholders
 - Develop, maintain and present a business requirements document
 - Develop, maintain and present a functional requirements document
 - Develop, maintain, and present a technical requirements document
 - Develop, maintain and present test plan
 - Develop, maintain and present test cases
 - Develop, maintain and present test scripts
 - Develop and maintain defect management

Criteria: Knowledge (understanding of policies, procedures, practices, equipment usage etc.)

- Complies with laws, policies, procedures, and established processes.
- Uses Business Analyst and Project Management best practices when establishing processes, guidelines, and templates.
- Understand and communicate information on the requirements development and management process to the project team
- Understand the role of the system in the big picture and provide ideas and recommendations regarding the evolution of the system and any project interdependencies to consider.
- Comprehend basic to complex business issues; contribute to Information Technology projects by translating business needs into understandable requirements.
- Examine a business activity to help decide whether new IT solutions will improve productivity. Discuss existing business models and the flows of data in the business with those involved. Write, review and edit specifications, RFP's, business processes and provide recommendations related to proposed solution.

Criteria: Organizational skills (prioritizes assignments, work product is cohesive and coherent)

- Prioritizes own work assignments.
- Organizes documentation.
- Transition a project from idea or concept through preliminary planning phase to become a chartered project.

Criteria: Follow-up (amount of supervision required).

- Independently manages task assignments and resolves issues to ensure successful completion.
- Seeks and documents customer needs and ensures and measures customer satisfaction.
- Facilitate and obtain signoff on requirements documentation
- Identify initial performance measures that will be used to determine whether the project was successful.
- Implement and enforce a change management procedure for requirements documentation

Criteria: Multi-task (works under pressure to complete multiple assignments).

- Manages workload and seeks assistance when needed.
- Reprioritizes workload & tasks and communicates any impact on established target dates.
- Develops documents, communicates, and follows plans.

Category: WORK QUANTITY

Criteria: Performs duties and functions of the position in a timely manner.

- Demonstrates good time management skills.
- Meets target dates established on assigned tasks, projects, and goals.

Criteria: Work product is consistent with job specifications.

- Plans, manages, and controls work.

Criteria: New and additional duties, assignments are accepted and performed.

- Prioritizes own assignments to set and meet goals.
- Manages resources that are within your control to ensure tasks are completed according to established target dates and established service level objectives.

Criteria: Work load is consistent with performance expectations.

- Communicates progress and issues to customers & appropriate managers.

Criteria: Employees' talents and efforts are directed towards the needs of the unit and accomplishment of goals.

- Works with project managers to provide and manage resource commitments.
- Participate in the Project Preliminary Planning phase, which covers the receipt/review of initial project requests, refinement of the project request, and development of the business case and concept proposal.
- Produce project feasibility and cost benefit analysis reports to assist MDTA executive management in determining whether a project should proceed.
- Ability to correctly identify project stakeholders and respective Subject Matter Experts (SME's).

Category: WORKING RELATIONSHIPS

Criteria: Establishes and maintains effective working relationships with co-workers, supervisors and the public.

- Provide client support and consultation for IT issues and make recommendations on applicable technology.
- Assist co-workers and does not disrupt work unit.
- Establishes and maintains good customer relationships.
- Identifies affected end users & staff members and ensures communication transpires with them.
- Keeps supervisor informed of project/ task status, any issues, and what is being done to resolve them.

Criteria: Accepts direction and suggestions for work improvements from supervisor(s) and is willing to learn from others.

- Accepts constructive criticism from supervisors to improve performance
- Works with others to maintain the values of the Authority.
- Assist co-workers and does not disrupt work unit.

Criteria: Works as a team member toward accomplishing the division and agency's goals and supports team decisions; is willing to assist with tasks and assignments outside of normal job duties.

- Operate as a spokesperson for the business departments as they interact with the MDTA DoIT group to determine appropriate computer-related solutions to business problems.

- Provides timely guidance and feedback to help team accomplish a task or solve a problem.
- Ensures that coworkers have adequate information (including up to date technical documentation when appropriate or requested).
- Considers others schedules when requesting time off or scheduling appointments.
- Assist Project Managers with requirement identification and definition in Project Planning phase.
- Assist with project scope definition and management plan
- Facilitate communication and project meetings in the absence of the project manager.

Criteria: Uses tact and respect when communicating with others.

- Facilitate an elicitation session with a large group of stakeholders
- Tactful and respectful when dealing with others
- Demonstrates respect, integrity, and keeps commitments.
- Professional behavior when dealing with all staff members.

Criteria: Deals appropriately and professionally with conflicts and unanticipated problems.

- Remains open to others' ideas and opinions even when they conflict with your own.
- Identifies and resolves conflicts.

Category: WORK HABITS

Criteria: Complies with leave policies and procedures

- Ensures compliance with all applicable laws, policies, procedures, and standards.
- Plans leave ahead of time and provide adequate notice to supervisor.
- Attend internal MDTA staff meetings as requested.
- Complies with all leave policies and procedures.
- Submits accurate time sheet.

Criteria: Punctuality (start time, breaks)

- Prompt when reporting to work, late no more than 4 times per year
- Prompt when reporting to work, meetings, training, etc.

Criteria: Use and application of time

- Effective meeting management (starting on time, preparation, facilitation, agendas in advance, minutes).
- Appropriate meeting participation (arrive on time with appropriate materials, adheres to established agenda).
- Keeps Outlook calendar up to date so that other staff members are aware of availability.

Criteria: Use and care of State property

- Have no occurrence of damage to state property due to carelessness.
- Reports equipment damage or malfunction to supervisor.
- Maintains a neat and orderly work area when working at MDTA site.

Criteria: Complies with safety rules and regulations

- Reports unsafe working conditions.

ATTACHMENT 12 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS II Task Order Agreement #M00B44400092

Dear TO Contractor Contact:

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

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

Sincerely,

TO Procurement Officer

Enclosures (2)

cc: Paula Keen, TO Manager

Procurement Liaison Office, Department of Information Technology

ATTACHMENT 13 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: Licensing, Compliance & Case Management System

TO Agreement Number: #M00B4400092 / 14-13736-G

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: TO Manager

TO Manager Signature

Date Signed

Name of TO Contractor's Project Manager: _____

TO Contractor's Project Manager Signature

Date Signed

SUBMIT AS REQUIRED IN SECTION 2.6.1 OF THE TORFP.

ATTACHMENT 14 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: DHMH / MD State Board of Dental Examiners

TORFP Title: Business Analysis For Licensing, Compliance & Case Management System

TO Manager: Sharon Gregg Jones

To:

The following deliverable, as required by TO Agreement # M00B4400092, 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