

**CONSULTING AND TECHNICAL SERVICES+ (CATS+)  
TASK ORDER REQUEST FOR PROPOSALS (TORFP)**



**MARYLAND DEPARTMENT OF INFORMATION  
TECHNOLOGY**

**DOIT**

**SOLICITATION NUMBER F50B0600003**

**Independent Verification and Validation (IV&V)  
Maryland Department of Health (MDH)  
MMIS Modular Transformation (MMT) Project**

**ISSUE DATE: 8/19/2019**

**DEPARTMENT OF INFORMATION TECHNOLOGY**  
**DOIT**  
**KEY INFORMATION SUMMARY SHEET**

<b>Solicitation Title:</b>	Independent Verification and Validation (IV&V) Services
<b>TORFP Number:</b>	F50B0600003
<b>Functional Area:</b>	Functional Area 10 – IT Management Consulting Services
<b>TORFP Issue Date:</b>	08/19/2019
<b>TORFP Issuing Office:</b>	Department of Information Technology (DoIT)
<b>Location:</b>	100 Community Place, Crownsville, MD 21032
<b>TO Procurement Officer:</b>  <b>e-mail:</b> <b>Office Phone:</b>	Cheryl Howard-Bond <a href="mailto:Cheryl.Howard-Bond@maryland.gov">Cheryl.Howard-Bond@maryland.gov</a> 410.697.9665
<b>Project/TO Project/Contract Manager:</b>  <b>e-mail:</b> <b>Office Phone:</b>	Steve Liberati IV&V Program Manager Enterprise Program Management Office <a href="mailto:Stephen.liberati@maryland.gov">Stephen.liberati@maryland.gov</a> 410-697-9650
<b>TO Proposals are to be sent to:</b>	<a href="mailto:Cheryl.Howard-Bond@maryland.gov">Cheryl.Howard-Bond@maryland.gov</a>
<b>TO Pre-proposal Conference:</b>	08/28/2019 Local Time 10:00 am See <b>Attachment A</b> for directions and instructions.
<b>TO Proposals Due (Closing) Date and Time:</b>	9/17/2019 2:00 pm EST Offerors are reminded that a completed Feedback Form is requested if a no-bid decision is made (see <b>Section 5</b> ).
<b>MBE Subcontracting Goal:</b>	20% (for the base period and all options)
<b>VSBE Subcontracting Goal:</b>	0%
<b>Task Order Type:</b>	Fixed Price with Fixed Price or T&M Work Orders
<b>Task Order Duration:</b>	One year base period with 4 one-year option periods commencing from the Effective Date
<b>Primary Place of Performance:</b>	201 West Preston Street Baltimore MD, 21201
<b>SBR Designation:</b>	No
<b>Federal Funding:</b>	Yes
<b>Questions Due Date and Time</b>	9/3/2019 5:00 pm EST

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## 1 MINIMUM QUALIFICATIONS

There are no minimum qualifications for this TORFP.

Refer to TORFP Section 3.6 Offeror Experience and TORFP Section 3.7 TO Contractor Key Personnel Qualifications.

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## 2 TO CONTRACTOR REQUIREMENTS: SCOPE OF WORK

### 2.1 PURPOSE

DoIT is seeking proposals from CATS+ Master Contractors experienced in IT IV&V consulting. The intent of this TORFP is to make a single award to a Master Contractor to perform a two-part IV&V on the Department of Health (MDH) **MMIS Modular Transformation (MMT)** Project. DoIT seeks a TO Contractor that offers innovative project personnel, processes, approaches, and tools to perform IV&V services for the MMT Project.

Part 1 of the IV&V is an initial “Snapshot” or baseline assessment of the current project health. Part 2 of the IV&V is “Ongoing” lifecycle IV&V to provide continuous assessments of project health from the present project phase through implementation. The overall goal of the IV&V is to facilitate ongoing project process and performance improvements coupled with a lowered risk profile throughout the project lifespan.

The IV&V Contractor shall be responsible for conducting requirements and design gate reviews, reviewing project management documents and performance, and submitting certification progress reports in alignment with the Medicaid Enterprise Certification Life Cycle (MECL). Prior to each certification milestone review, and periodically throughout the MMT project, shall produce and submit a certification progress report simultaneously to both CMS and the State.

For the purpose of this TORFP, a project “risk” is defined as a potential future issue or opportunity not yet realized. A project “issue” is defined as a current problem with the project.

Master Contractors are advised that, should a solicitation or other competitive award be initiated as a result of activity or recommendations arising from this Task Order, the Offeror awarded this Task Order may not be eligible to compete if such activity constitutes assisting in the drafting of specifications, requirement, or design thereof.

In addition, federal funding has been allocated for the MMT Project (refer to TORFP Section 4.10.) Funding flows to the State through The Centers for Medicare & Medicaid Services, (CMS) which is part of the Department of Health and Human Services (HHS). The TO Contractor shall adhere to CMS guidelines.

### 2.2 IV&V OBJECTIVES

In Part 1 of the IV&V, the TO Contractor shall assess MDH’s project management methodology and the overall project health focusing on the elements listed below:

- A. Project management processes consistent with PMBOK knowledge areas:
  1. Project Scope Management
  2. Project Time Management
  3. Project Cost Management
  4. Project Quality Management
  5. Project Human Resource Management
  6. Project Communications Management
  7. Project Risk Management
  8. Project Integration Management
  9. Project Procurement Management
- B. Application of the State of Maryland’s SDLC methodology (<http://doit.maryland.gov/SDLC/Pages/agile-sdlc.aspx>);

- C. Capability of the Project Manager, or designee, to report accurately on:
  - 1. Project financials including total project costs associated with satisfying all phases of the SDLC
  - 2. Project issues and risks
  - 3. Project timeline including deliverables status
- D. Project governance meaning the extent to which the agency has effectively:
  - 1. Roles & Responsibilities - Defined roles and expectations among all internal and external stakeholders
  - 2. Communications Plan Execution - Implemented an appropriate flow of project information among stakeholders
  - 3. Issues Management - Instituted a process for review and response to project issues including escalation to the executive sponsor
  - 4. Exit Criteria - Instituted a process for executive approvals (for example, sign-off of SDLC documents) at appropriate project milestones
- E. Feasibility of the solution:
  - 1. Technical Feasibility
    - a. Software
    - b. Hardware
    - c. Architecture
    - d. Integration Compatibilities
  - 2. Schedule Feasibility
  - 3. Operational Feasibility
  - 4. Economic Feasibility (i.e. Cost Benefit Analysis)
- F. IV&V of Project Artifacts to include:
  - 1. Procurement Documents
  - 2. SDLC Deliverables including Requirements, Design, Code, and Test Document
- G. Status/finding for each of the tasks identified in Appendix 5. Task Descriptions.
- H. Other objectives / assessment areas tailored to specific project circumstances.

### 2.2.1 MMIS CMS Certification

A major objective of the MMT is to achieve CMS certification for all MMIS modules. The IV&V Contractor plays a critical role and is responsible for key certification activities and deliverables. In order to comply with the CMS requirement for independence, the IV&V Contractor shall report to DoIT, a separate agency from MDH.

- A. Requirements and design reviews
  - 1. Conduct requirements and design gate reviews in accordance with step 17 of the MECL
    - a. If using a waterfall approach the state may only have one requirements and design review
    - b. If using agile methodology, the state may choose to have multiple reviews across multiple sprints
  - 2. Evaluate state's requirements, design, and test plans for completeness, accuracy, and internal consistency
    - a. System design document
    - b. Interface design document
    - c. System security plan
    - d. Information system security assessment
    - e. Test plan

- f. Interface control document
    - g. Database design
    - h. Data conversion/data management plan
    - i. Implementation plan
    - j. Contingency / Recovery plan
    - k. Data Use / Exchange Interconnection Security Agreement
  3. Identify and document gaps and issues
- B. Project management reviews
  1. See Section 2.2
- C. Certification progress reports
  1. Before each certification milestone review, and periodically throughout the MMT, assess the state's progress and develop a certification progress report
  2. Gather information, conduct interviews, review project artifacts
  3. Complete the reviewer sections of the MMIS checklist(s)
  4. Prepare MMIS IV&V Progress Report Template
  5. Submit the checklist(s) and report to the state and CMS simultaneously
    - a. The MMIS checklists are only necessary for reports immediately preceding a milestone review, for reports that do not precede a milestone review only the progress report is needed
  6. Produce the certification progress reports identified in steps 11, 18, 20, 23, and 26 of the MECL

## 2.3 REQUESTING AGENCY BACKGROUND

DoIT has policy responsibility over technology matters across State agencies, oversight authority over large scale information technology expenditures, programmatic oversight over large information technology projects, and the authority to centralize common information technology functions and assets. DoIT supports Maryland's Executive Branch agencies and commissions through its leadership as a principal procurement unit and in establishing the State's strategic direction for information technology (IT) and telecommunications, establishing long range target technology architecture, encouraging cross agency collaboration for the mutual benefit of all, and advocating best practices for operations and project management. DoIT uses three elements of project management oversight including professional project management, IV&V and portfolio reviews.

## 2.4 MMT PROJECT BACKGROUND

Maryland's Medicaid program is managed by the Maryland Department of Health (MDH), the single State agency responsible for the management and maintenance of the Medicaid State Plan. The mission of the MDH is to ensure access to medically necessary and appropriate health care services for Marylanders who cannot afford them. The MDH's vision is lifelong health and wellness for all Marylanders. MDH's mission is to work together to promote and improve the health and safety of all Marylanders through disease prevention, access to care, quality management, and community engagement.

The MDH completed a MITA 3.0 State Self-Assessment (SSA) to establish a baseline of their current business operations and technical architecture. As a result of the MITA SSA, MDH formalized a plan, known as the MMIS Modular Transformation (MMT) Project Roadmap, for the modular replacement of its current Medicaid Management Information System (MMIS). The Roadmap calls for the development,

implementation, and operations of multiple modular systems and services to be iteratively procured over the next five-to-ten years.

The initiatives outlined in the Roadmap are designed to meet the operational needs and objectives of the Department while promoting alignment between the Department's solutions and the CMS Seven Conditions and Standards (CMS 7C&S) (see <https://www.medicaid.gov/medicaid-chip-program-information/by-topics/data-and-systems/downloads/efr-seven-conditions-and-standards.pdf>). The implementations of these solutions depend on procurement timelines, funding constraints, resource availability, consolidation of redundant systems, and other drivers. The initial set of MMIS modular initiatives are listed below.

A. Customer Relationship Management System (CRM)

- The module will include features such as workflow management, alerts, triggers, and attachments that provide case managers and supervisors the tools needed to effectively manage their day-to-day workload. This module will support a myriad of operational activities, including case management, financial accounting and reconciliation, grievances and appeals, and call center support. Ultimately, this module shall provide a complete picture of the end customer's experience with Medicaid and improve customer service and relations.

B. Medicaid Data Warehouse and Decision Support System (DW/DSS)

- This module will provide data analytics and report generation capabilities to support Executive decision-making processes and operational management. The DW/DSS will collect data from various systems to provide comprehensive and meaningful analytics.

C. Pharmacy Point-of-Sale Electronic Claims Management Services (POSECMS)

- This module will serve as the Pharmacy Claims retrieval and adjudication system for all Medicaid fee-for-service or managed care carve-out pharmaceuticals. This module provides Pharmacy claims data to the MMIS for final processing and payment. The Pharmacy POSECMS is a robust real-time claims processing engine critical to the operations of the Medicaid program.

The Maryland Modular MMIS Transformation solution will follow a staggered development approach. Using this staggered approach, the Department will plan the procurement and implementation of each MMIS module; however, the actual timing associated with these activities is subject to their size and complexity. Regardless of the actual order of the procurements, the TO Contractor shall be responsible for providing IV&V services to support modular implementations as contracts are awarded.

The TO Contractor shall assess each module separately to validate that project performance aligns with the project plan and the solution meets the requirements of the RFP and CMS. In addition to assessing the module against its own requirements, the TO Contractor must also verify that the solution aligned with the System Integration requirements that address interconnectivity between the various modules.

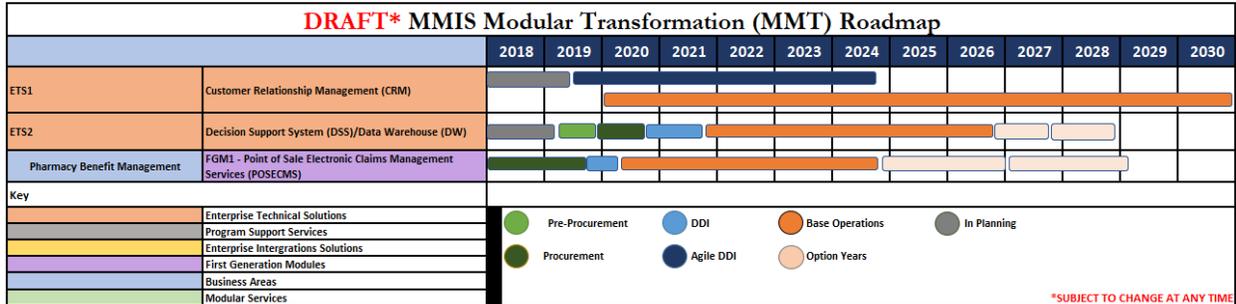
### 2.4.1 MMT PROJECT GOALS

The MDH is initiating the modular transformation of its current MMIS. To support the success of each module and comply with federal rules and regulations, DoIT requires the services of an IV&V contractor. The successful Offeror will be responsible for assessing various aspects of the project's health, reporting their findings, and making sound recommendations to address project risks and issues.

The Maryland MMIS Modular Transformation solution will involve multiple procurements. The IV&V Contractor will be responsible for an initial assessment and follow-up reporting related to the project's

overall structure, management, and approach, as well as for the assessments and reporting associated with additional procurements. The IV&V Contractor’s role will extend through the project’s life, from the planning stage through implementation and, ultimately, CMS certification of the Maryland MMIS Modular Transformation solution. The IV&V Contractor will be responsible for development of all required IV&V reports using State and/or CMS prescribed templates/formats where available.

**2.4.2 MMT PROJECT TIMELINE**



The DRAFT MMT roadmap above shows only some of MMIS modules and the current estimated timeframe(s) which are subject to change and not guaranteed timeframes or durations of work execution.

**2.4.3 MMT PROJECT ORGANIZATION AND GOVERNANCE**

In order to manage the MMT Project, MDH has established a structure built upon an Executive Steering Committee (ESC) that will ensure the project is delivered in an efficient and effective manner. The ESC has the following roles and responsibilities, including but are not limited to:

- A. Ensure project alignment with overall Agency objectives
- B. Strategic planning and executive decision point resolution
- C. Cross agency/department coordination and stakeholder communication
- D. Monitor project risks and next steps
- E. Maintain knowledge of project status to apply to executive decisions across business areas
- F. Provide advice and guidance to the other project governance teams

MDH understands the complexity of implementing a project of this nature and magnitude and has taken all of the necessary steps to ensure the appropriate resources are aligned to the appropriate work streams to improve the probability of project success.

**2.4.4 OVERVIEW OF THE MEDICAID ENTERPRISE CERTIFICATION LIFE CYCLE**

The Medicaid Enterprise Certification Life Cycle (MECL) administered by CMS contains four life cycle phases and three types of certification milestone reviews. The milestone reviews occur at different phases of system/module development. The types of milestone reviews are the Project Initiation Milestone Review, the Operational Milestone Review, and the MMIS Certification Final Review. The life cycle and its milestone reviews are explained in detail in the CMS Medicaid Enterprise Certification Toolkit.

The TO Contractor shall provide IV&V services for CMS and DoIT in support of the Medicaid Enterprise Certification Toolkit (MECT) in accordance with guidance found in the MECT which can be found at <https://www.medicaid.gov/medicaid/data-and-systems/mect/index.html>.

CMS developed the Medicaid Enterprise Certification Toolkit (MECT) in 2007 to assist states as they plan, develop, test, and implement their Medicaid Management Information Systems (MMIS). Since the initial release of MECT, CMS has updated the toolkit to accommodate modular and agile development, refined certification criteria, developed a new approach to CMS-state partnership, updated criteria to reflect the latest regulations and guidance, and provided templates and tools to assist states and their contractors in the certification process.

A cornerstone of the toolkit is the Medicaid Enterprise Certification Life Cycle (MECL). MECL includes milestone reviews throughout the MMIS life cycle so the state receives early feedback about issues that may impede certification. MECL is flexible to fit various state approaches such as agile, waterfall, or outsourcing of Medicaid services. The MECL and certification checklists ensure alignment with Medicaid Information Technology and Architecture (MITA), and the standards and conditions for Medicaid IT.

The life cycle and its milestone reviews are explained in detail in the CMS Medicaid Eligibility and Enrollment Toolkit.

#### **2.4.4 STATE STAFF AND ROLES**

- A. DoIT Project/Contract Manager – Responsible for ensuring performance by the TO Contractor under the TO Agreement. This includes providing appropriate direction to the TO Contractor’s Project and Contract Managers, reviewing deliverables and providing recommendations to the TO Contractor for improved performance of the IV&V assessment.

In addition, the DoIT Project/Contract Manager will also review time sheets, approve invoices and Work Orders, and ensure compliance with the terms and conditions of the TO Agreement and all Work Orders.

- B. Executive Sponsor(s) – Senior member(s) of the project board responsible for the success of the project. Provides business context, expertise, and guidance to the DoIT Project/Contract Manager and the team; acts as an escalation point for decisions and issues that are beyond the authority of the DoIT Project/Contract Manager; owns the business case(s); keeps project aligned with the agency and State’s strategy and portfolio direction; governs project risk and changes; works with other sponsors; focuses on realization of benefits; recommends opportunities to optimize cost/benefits; ensures continuity of the project and sponsorship; provides assurance, and provides feedback and lessons learned.

### **2.5 OVERSIGHT**

IV&V services will be part of the larger oversight of the day-to-day operations and management of the MMT Project. The IV&V TO Contractor shall have complete access to MMT documents, facilities, and staff during normal business hours, as required to carry out its oversight role. The IV&V TO Contractor shall have access to all key staff on site at the MMT Project location/s daily, as needed to observe meetings, review deliverables and documentation, and conduct interviews, etc., to ensure a high level of integrity and confidence in the IV&V TO Contractor’s MMT oversight and monitoring.

The IV&V TO Contractor shall review the project and system processes and progress in areas including, but not limited to, the following:

- A. Project management
  1. Progress against budget and schedule
  2. Risk management

3. Inclusion of state goals/objectives and all federal MMIS requirements in requests for proposal and contracts
  4. Adherence to the state's software development life cycle (SDLC)
  5. Incorporation of the standards and conditions for Medicaid IT into design and development
  6. Reasonability, thoroughness, and quality of MITA self-assessment, concept of operations, information architecture, and data architecture
  7. Reflection of the state's MITA goals and plans into actual MMIS design and development
  8. Configuration management that is robust and includes state or developer configuration audits against configuration baseline
  9. Change management
  10. Adherence to service level agreements
- B. Modular development
1. Completeness and reasonability of MMIS concept of operations, architecture, and designs
  2. Accuracy of capture of interfaces and data sharing requirements with systems external to the MMIS
  3. Viability and completeness of the data transition plan
  4. Traceability of requirements through design, development, and testing
  5. Adequacy of system security and privacy policies, plans, technical designs, and implementations
  6. Coverage and integrity of all system testing, including stress testing and testing of interfaces between modules and with external partner systems
  7. Capacity management, including consideration of future vendors' support and release plans for underlying databases, software, and hardware
  8. Adequacy of disaster recovery planning

The IV&V TO Contractor shall evaluate and make recommendations about State artifacts that are required for milestone reviews. A list of required artifacts is included in the CMS Medicaid Enterprise Certification Toolkit (MECT) which can be found at <https://www.medicaid.gov/medicaid/data-and-systems/mect/index.html>.

## 2.6 IV&V REQUIREMENTS

This is a two-part IV&V. Part 1 is a "Snapshot" IV&V. Part 2 of the IV&V is "Ongoing" lifecycle IV&V work to provide continuous assessments, and may include requests for additional IV&V services using the work order process (TORFP Section 3.12) at the State's sole discretion.

For both the Snapshot and Ongoing IV&V work, the TO Contractor shall perform independent research, stakeholder interviews, and review and analyses of project processes, project files and documentation. The TO Contractor shall have in-house expertise and/or strategic alliances with other firms to perform the services described in this TORFP.

In executing the IV&V and developing IV&V deliverables (TORFP Section 2.7), the TO Contractor shall manage the IV&V in accordance with the Project Management Plan (PMP) as submitted with their TO Proposal. The TO Contractor shall apply recognized project management best practices and industry standards according to the Project Management Institute (PMI). Specifically, with regard to the treatment of findings on State agency project management processes, the TO Contractor shall formulate findings in terms consistent with the PMI's Project Management Body of Knowledge (PMBOK). Where an evaluation of the IT solution is required, the TO Contractor shall apply the Software Engineering Institute's Capability Maturity Model Integration or other recognized industry standard.

The contractor shall provide IV&V services for CMS in support of the MECL in accordance with guidance found in the Medicaid Enterprise Certification Toolkit.

### **2.6.1 IV&V PART 1 - SNAPSHOT**

The Snapshot IV&V shall commence with the IV&V Project Kick-off Meeting and shall conclude upon delivery of the Final Baseline Findings Report and a presentation to Agency. The TO Contractor shall conduct interviews, review documents and analyze the project in accordance with the IV&V Objectives provided in TORFP Section 2.2.

### **2.6.2 IV&V PART 2 - ONGOING**

During the Ongoing IV&V phase the TO Contractor will review and evaluate all aspects of the project; provide analysis, feedback, and suggested improvements to ensure the quality and success of the MMT Project. The TO Contractor will examine project artifacts (a list of required artifacts is included in the CMS Medicaid Enterprise Certification Toolkit (MECT)), deliverables, and written and oral communications to evaluate the effectiveness of project management practices (including scope, cost, schedule, risk, quality, and other measures of project management) and project execution, and provide recommendations regarding the project's continuation.

The TO Contractor shall perform assessments of the project and identify, analyze, and validate the major risks facing the project and shall recommend industry-standard best practices to identify the major project risks or to validate the risks identified for the project.

### **2.6.3 PROGRESS REPORTS AND MEDICAID ENTERPRISE CERTIFICATION TOOLKIT CHECKLISTS**

At least quarterly, the IV&V TO Contractor produces MMIS IV&V Progress Reports, using the CMS suggested templates found at <https://www.medicaid.gov/medicaid/data-and-systems/mect/index.html> or proprietary CMS-approved format, that objectively illustrate the strengths and weaknesses of the project and provide recommendations for correcting any identified weaknesses. MMIS IV&V Progress Reports are prepared in advance of milestone reviews with CMS.

The IV&V TO Contractor shall interview and observe MMT Project management staff, and the MMT Project development contractor staff (including any subcontractors). The TO Contractor shall also observe project meetings and activities to understand the processes, procedures, and tools used in the MMIS program and MMT Project environments. The TO Contractor shall review and analyze all applicable and available documentation for adherence to accepted, contractually defined industry standards. The IV&V TO Contractor shall fill out the reviewer comment portion of the MMIS Checklists and append them to the progress report (checklist can be found at <https://www.medicaid.gov/medicaid/data-and-systems/mect/index.html>).

In preparation for the milestone reviews, identified in the MECT, the IV&V TO Contractor shall evaluate State documents and evidence, along with any working modules/code applicable to that particular review, and complete the reviewer comments portion of the MMIS Checklists. The completed checklists are appended to the MMIS IV&V Progress Report. The progress report shall be delivered two weeks prior to the scheduled milestone review.

The IV&V TO Contractor shall provide the final progress reports to the CMS Regional Office (RO), and the CMS certification email address (MMIS\_MES\_Certification@cms.hhs.gov) at the same time they are presented to the State.

#### **2.6.4 PROVIDE PRESENTATIONS AND ORAL REPORTS**

The TO Contractor shall participate in project meetings and provide oral updates and summary presentations of all report content. In addition, the TO Contractor shall provide presentations for stakeholders, customers, government leaders, or the public when requested by the Executive Sponsors.

#### **2.6.5 MEETINGS**

The TO Contractor shall attend project meetings and events, as defined by the DoIT Project/Contract Manager or Executive Committee.

#### **2.6.6 PROVIDE RECOMMENDATIONS FOR COST SAVINGS**

The TO Contractor shall provide recommendations to the Executive Sponsors and the TO Project/Contract Manager for project cost savings where feasible and practicable.

#### **2.6.7 RECORDS MANAGEMENT**

The TO Contractor shall maintain the monitoring work documents necessary to substantiate the IV&V findings, factual conclusions, and recommendations throughout the term of the contract. These work papers must be available during the status meetings and must, upon request, be supplied to MDH for archiving during and at the conclusion of the project.

#### **2.6.8 TO CONTRACTOR ADMINISTRATIVE RESPONSIBILITIES**

1. Designate a TO Contract Manager to oversee the services provided under the TO Agreement. The TO Contractor Contract Manager (CM) must have experience with contracts of a similar size and complexity and experience in an IV&V project of comparable size. The CM must have communication and leadership skills and must be available to present executive project presentations to multiple levels of leadership and to other government executives. The TO Contractor must specifically provide in the TO Proposal the responsibilities and level(s) of authority that will be granted to the CM.
2. Designate an IV&V Project Manager to oversee the activities of TO Agreement, serve as the point of contact for DoIT.
3. Schedule requests for information and meetings so as to minimize the impact on MDH's staff, Executive Committee, and the project team.
4. Special communication shall be generated immediately by the TO Contractor once a determination is made that circumstances exist that put the scope, budget, schedule, or viability of the project at significant risk. The TO Contractor shall communicate these potential issues and their consequences to the TO Project/Contract Manager and DoIT. The special communication is expected as part of the TO Contractor's due diligence to provide DoIT with prompt notification of such significant circumstances.
5. The TO Contractor will provide bi-weekly updates (either in writing and/or orally, as directed by DoIT) to assess the project status, project management strengths and deficiencies, schedule effectiveness and earned value measures, and recommendations for correcting identified variances from best practices. Respond to inquiries or requests from DoIT within mutually agreed time frames.
6. The TO Contractor shall document project lessons learned throughout the IV&V and will provide this information to the Executive Committee and TO Project/Contract Manager throughout the

project. In addition, the TO Contractor shall provide a comprehensive report of lessons learned with recommendations for incorporation of best practices into future projects.

## 2.7 DELIVERABLES

### 2.7.1 DELIVERABLE DESCRIPTIONS/ ACCEPTANCE CRITERIA

Note: For meetings and presentations described in this Section, due dates are approximate based upon the availability of attendees. For written deliverables, due dates that fall on a non-Business Day for the State shall be due the next Business Day. The TO Contractor will work to meet Time of Performance and proactively manage the project to avoid unexpected delays to deliverables. Issues with meeting Time of Performance dates should be raised to the TO Project/Contract Manager at least two weeks prior to due date of deliverables for resolution. For all Findings Reports, Plans, and Presentations, due to the sensitive nature of the material, deliverables shall be sent via secure communication. The TO Contractor and all TO Contractor Personnel assigned to the project shall sign and receive a copy of Attachment N – IV&V Data Policy.

**Note: DoIT reserves the right to update and revise any deliverable described in the table below. In addition, the TO Contractor may suggest other subtasks, artifacts, or deliverables to improve the quality and success of the assigned tasks.**

ID #	Deliverable Description	Acceptance Criteria	Time of Performance (NTP +Business Days)  Note: Offeror may propose alternate dates based on industry expertise
<b>IV&amp;V Part 1 - SNAPSHOT</b>			
2.7.1.1	<p><b>IV&amp;V Project Kick-Off Meeting</b> - The purpose of this meeting is to educate and obtain buy-in from participants in the IV&amp;V process. The meeting shall accomplish the following: define roles and responsibilities, establish logistical details and communication expectations, and clarify IV&amp;V tasks and time frames. The TO Contractor shall facilitate the meeting, providing an agenda, sign-in sheet, presentation, and other relevant materials for the meeting to the TO Project/Contract Manager in advance. Prior to and in preparation for the kick-off meeting, the TO Contractor shall provide a draft copy of the kick-off materials, begin independent research for the IV&amp;V and obtain pertinent project documents and information from the TO Project/Contract Manager.</p>	<ul style="list-style-type: none"> <li>• Meeting agenda in Microsoft Word</li> <li>• Sign-in sheet for IV&amp;V kick-off participant in Microsoft Word</li> <li>• Presentation material in MS Power Point shall discuss, at a minimum, the following:                             <ul style="list-style-type: none"> <li>○ Roles &amp; Responsibilities</li> <li>○ IV&amp;V Processes</li> <li>○ IV&amp;V Methodology</li> <li>○ IV&amp;V Objectives</li> <li>○ IV&amp;V Schedule</li> <li>○ Documentation Needs</li> </ul> </li> <li>• Concise, oral presentation delivered in person by the TO Contractor.</li> <li>• Artifact will comply with PMI Methodology where applicable</li> </ul>	NTP+ 10 Business Days
2.7.1.2	<p><b>IV&amp;V Project Schedule</b>– The Project Schedule shall be a Microsoft Project file that is a Gantt chart schedule of tasks and time frames for all IV&amp;V deliverables. The TO Contractor shall provide a draft copy of the IV&amp;V Project Status Report (Deliverable 2.7.1.9) with the IV&amp;V Project Schedule.</p>	<p>IV&amp;V Project Schedule in Microsoft Project shall contain, at a minimum, the following:</p> <ul style="list-style-type: none"> <li>• Gantt chart schedule of tasks</li> <li>• Time frames for all IV&amp;V deliverables</li> <li>• Task and task dependencies</li> <li>• Resources Assigned</li> <li>• Draft copy of the IV&amp;V</li> </ul>	Draft shall be available at Kick-Off Meeting. Final IV&V Project Schedule to be provided 5 Business Days after Kick-Off Meeting based on DoIT Review and Agency resource availability.

ID #	Deliverable Description	Acceptance Criteria	Time of Performance (NTP +Business Days)  Note: Offeror may propose alternate dates based on industry expertise
	The TO Contractor shall update the Gantt chart as needed on a bi-weekly basis and submit it with IV&V Project Status Reports.	Sample of Project Status Report shall also be provided. The IV&V Project Schedule must take into consideration the MMT Master Schedule.  Artifacts will comply with PMI Methodology where applicable	
2.7.1.3	<b>Draft IV&amp;V Management Plan</b> - The TO Contractor shall manage and carry out the IV&V services in accordance with the approved IV&V Management Plan.	The IV&V Management Plan shall include the following elements: <ul style="list-style-type: none"> <li>• A detailed description of how the TO Contractor plans to perform the IV&amp;V services. This description must include methodologies, strategies, standards, and approaches for executing each of the IV&amp;V activities within this SOW.</li> <li>• A detailed description of how the TO Contractor plans to approach to coordination and communication among the TO Contractor, State, and CMS;</li> <li>• An organizational structure which reflects, among other things, coordination and communication activities among the TO Contractor, State, CMS, the project manager and team, the Executive Sponsors, stakeholders, oversight entities, and any other contractors involved in the project.</li> </ul>	NTP + 10 Business Days.

ID #	Deliverable Description	Acceptance Criteria	Time of Performance (NTP +Business Days)  Note: Offeror may propose alternate dates based on industry expertise
		<ul style="list-style-type: none"> <li>An organizational chart and description of resources assigned to IV&amp;V activities, tasks, and deliverables.</li> <li>Description of the specific deliverables to be produced as a result of IV&amp;V activities.</li> </ul>	
2.7.1.4	<p><b>IV&amp;V Management Plan</b> - The TO Contractor shall manage and carry out the IV&amp;V services in accordance with the approved IV&amp;V Management Plan.</p>	<p>The IV&amp;V Management Plan shall include the following elements:</p> <ul style="list-style-type: none"> <li>A detailed description of how the TO Contractor plans to perform the IV&amp;V services. This description must include methodologies, strategies, standards, and approaches for executing each of the IV&amp;V activities within this SOW.</li> <li>A detailed description of how the TO Contractor plans to approach to coordination and communication among the TO Contractor, State, and CMS;</li> <li>An organizational structure which reflects, among other things, coordination and communication activities among the TO Contractor, State, CMS, the project manager and team, the Executive Sponsors, stakeholders, oversight entities, and any other contractors involved in the project.</li> </ul>	<p>NTP + 20 Business Days.</p> <p>Updates: At the discretion of the TO Manager.</p>

ID #	Deliverable Description	Acceptance Criteria	Time of Performance (NTP +Business Days)  Note: Offeror may propose alternate dates based on industry expertise
		<ul style="list-style-type: none"> <li>• An organizational chart and description of resources assigned to IV&amp;V activities, tasks, and deliverables.</li> <li>• Description of the specific deliverables to be produced as a result of IV&amp;V activities.</li> </ul>	
2.7.1.5	<p><b>IV&amp;V Draft Baseline Findings Report</b> –This report shall be submitted via secure communication. Secure communication can be in the form of a password protected SharePoint site, FedEx CD, or other secure communication as agreed by the TO Project/Contract Manager.</p> <p>The Findings Report shall be fact-based. The TO Contractor will maintain working papers that are necessary to substantiate all risks and issues described in the report. Work papers shall be available for State inspection when requested.</p>	<p>Draft Report in Microsoft Word shall contain, at a minimum, the following elements:</p> <ul style="list-style-type: none"> <li>• One-page executive summary section that provides a concise overview of high priority findings and recommendations organized by IV&amp;V Objectives.</li> <li>• Description of the methodology used to perform the IV&amp;V</li> <li>• Findings classified by risk categories</li> <li>• At a minimum, status/finding for each of the tasks identified in Appendix 5. Task Descriptions</li> <li>• Table describing deficiencies with corresponding risk categorization, probabilities, impacts, priority and corrective</li> <li>• References to artifacts and meetings</li> </ul> <p>Artifact will comply with PMI Methodology where applicable</p>	No earlier than NTP+ 30 Business Days, no later than NTP+ 60 Business Days

ID #	Deliverable Description	Acceptance Criteria	Time of Performance (NTP +Business Days)  Note: Offeror may propose alternate dates based on industry expertise
2.7.1.6	<p><b>IV&amp;V Baseline Findings: DoIT Presentation -</b> DoIT shall be the audience for this presentation. The presentation shall be oral and accompanied by a Microsoft PowerPoint document. The PowerPoint file shall be submitted via secure communication to DoIT. Secure communication can be in the form of a password protected SharePoint site, FedEx CD, or other secure communication as agreed by the TO Project/Contract Manager.</p>	<p>The PowerPoint document shall contain, at a minimum:</p> <ul style="list-style-type: none"> <li>• High priority findings and recommendations organized by IV&amp;V Objectives</li> <li>• Recommendations for next steps including TEAM recommendation</li> </ul> <p>The oral presentation shall be concise and delivered in person at the appropriate level for DoIT executive management.</p> <p>All deliverable content shall comply with PMI standards where applicable.</p>	14 Business Days after delivery of Deliverable 2.7.1.5
2.7.1.7	<p><b>IV&amp;V Final Baseline Findings Report –</b> This report is the finalized version of Deliverable 2.7.1.5, updated by the TO Contractor based on feedback received on the draft version and from Deliverable 2.7.1.6. This report shall be submitted via secure communication. Secure communication can be in the form of a password protected SharePoint site, FedEx CD, or other secure communication as agreed by TO Project/Contract Manager. This report shall also include any updates on follow-up questions and activities requested from DoIT.</p>	<p>Final Report in Microsoft Word shall contain, at a minimum, the following elements:</p> <ul style="list-style-type: none"> <li>• Updates to Findings as appropriate</li> <li>• Update with additional information / clarification as requested by DoIT</li> </ul> <p>Artifact will comply with PMI Methodology where applicable</p>	7 Business Days after delivery of Deliverable 2.7.1.6
2.7.1.8	<p><b>IV&amp;V Baseline Findings: Agency Presentation -</b> DoIT and the Agency shall be the audience for this presentation. The presentation shall be oral</p>	<p>Presentation material in MS Power Point shall discuss, at a minimum, the following:</p>	14 Business Days after delivery of Deliverable 2.7.1.7

ID #	Deliverable Description	Acceptance Criteria	Time of Performance (NTP +Business Days)  Note: Offeror may propose alternate dates based on industry expertise
	<p>and accompanied by a Microsoft PowerPoint document. The PowerPoint file shall be submitted via secure communication. Secure communication can be in the form of a password protected SharePoint site, FedEx CD, or other secure communication as agreed by the TO Project/Contract Manager.</p>	<ul style="list-style-type: none"> <li>• Updated DoIT Presentation material with input from DoIT</li> <li>• Recommendations for next step including TEAM recommendation</li> </ul> <p>The oral presentation shall be concise and delivered in person at the appropriate level for DoIT and Agency executive management.</p> <p>All deliverable content shall comply with PMI standards where applicable.</p>	
<b>IV&amp;V Part 2 - ONGOING</b>			
2.7.1.9	<p><b>IV&amp;V Project Status Reports</b> – These reports shall be Microsoft Word documents submitted bi-weekly via e-mail attachment with “IV&amp;V Status Report” in the e-mail subject line.</p> <p>The reports shall detail the IV&amp;V activities and progress for comparison against the IV&amp;V Project Schedule (Deliverable 2.7.1.2). Reports shall be submitted in conjunction with bi-weekly IV&amp;V status discussions with the TO Project/Contract Manager.</p> <p>Note: The Deliverable Product Acceptance Form (DPAF) for this deliverable should be submitted when the last IV&amp;V Project Status Report is submitted.</p>	<p>Reports in Microsoft Word shall contain, at a minimum, the following elements:</p> <ol style="list-style-type: none"> <li>1. Purchase Order Number and the reporting period information</li> <li>2. Table listing all IV&amp;V deliverables and indicating percent complete for each</li> <li>3. List of tasks accomplished during the reporting period</li> <li>4. Description of issues/risks confronting the TO Contractor in executing the IV&amp;V, impacts on performance, and mitigation strategies</li> </ol>	<p>NTP+ 14 Business Days for the first report and bi-weekly thereafter for the duration of the period of performance</p>

ID #	Deliverable Description	Acceptance Criteria	Time of Performance (NTP +Business Days)  Note: Offeror may propose alternate dates based on industry expertise
2.7.1.10	<p><b>Project Assessment Updates/Reports</b> - The TO Contractor shall provide project assessment updates and reports that summarize the results of their ongoing project monitoring and provide findings and recommendations for improvement of project management and processes.</p>	<p>The Project Assessment Updates/Reports shall contain the following sections:</p> <ul style="list-style-type: none"> <li>• <b>Project Assessment</b> - document the results of the review and analysis activities listed above.</li> <li>• <b>Findings</b> - update previous reports concerning the project status, readdress the strengths and deficiencies previously identified, and identify any new strengths or deficiencies. The findings will, at a minimum, address the tasks identified in Appendix 5. Task Descriptions and the following topics:                         <ul style="list-style-type: none"> <li>i. Assessment of the overall MDH IT capability and ability to support the projects.</li> <li>ii. Technological, financial, human, and political/management resources and constraints.</li> <li>iii. Project planning and management.</li> <li>iv. Project organization, governance, management, and oversight.</li> <li>v. Project scope and objectives.</li> <li>vi. Project scheduling effectiveness and methodology for providing</li> </ul> </li> </ul>	Monthly

ID #	Deliverable Description	Acceptance Criteria	Time of Performance (NTP +Business Days)  Note: Offeror may propose alternate dates based on industry expertise
		<p>Earned Value Analysis to gauge project progress.</p> <p>vii. Risk and issue management.</p> <p>viii. Level of risk associated with proceeding to the next stage of the project.</p> <ul style="list-style-type: none"> <li>• <b>Recommendations</b> -will provide alternative approaches or solutions for correcting all current project deficiencies, as well as recommendations for addressing any risks, issues, or other impediments identified in the assessment.</li> </ul>	
2.7.1.11	<p><b>IV&amp;V Project Financial Status Reports</b> – These reports shall be Microsoft Word and/or excel documents. The reports shall be submitted quarterly via e-mail attachment with “IV&amp;V Financial Status Report” in the e-mail subject line. The reports shall detail the IV&amp;V activities and expenditures of State and federal funding. Reports shall be submitted to the TO Project/Contract Manager.</p>	<p>Reports in Microsoft Excel shall contain, at a minimum, the following elements:</p> <ul style="list-style-type: none"> <li>• All charges posted to the project account</li> <li>• All funding and expenditures against funding</li> <li>• Description of the methodology used to verify the costs</li> <li>• Description of the methodology used to verify accurate posting of the costs</li> <li>• Quarterly review and verification of postings. Yearly review of financial data sent to the Federal and State</li> </ul>	NTP+ 60 Business Days, monthly thereafter

ID #	Deliverable Description	Acceptance Criteria	Time of Performance (NTP +Business Days)  Note: Offeror may propose alternate dates based on industry expertise
		agencies for reimbursement of expenses. <ul style="list-style-type: none"> <li>Where applicable a table describing deficiencies with risk categorization, and corrective recommendations</li> </ul>	
2.7.1.12	<p><b>MMIS Progress Reports and MMIS Checklists</b> (provided simultaneously to DoIT and CMS, prepared in advance of milestone reviews with CMS, refer to TORFP Section 2.6.3)</p> <p><b>Milestone Reviews shall include:</b></p> <ul style="list-style-type: none"> <li><b>Project Initiation Milestone Review</b> - The TO Contractor shall prepare and deliver an Initiation Milestone Review that ensures the state has documented goals and objectives</li> <li><b>Operational Milestone Review</b> - The TO Contractor shall prepare and deliver an Operational Milestone Review(s) to evaluate the functionality and security of MMIS / modules ready for deployment.</li> <li><b>MMIS Certification Final Review</b> - The TO Contractor shall prepare and deliver a MMIS Certification Final Review for</li> </ul>	Objectively illustrates the strengths and weaknesses of the project and provides recommendations for correcting any identified weaknesses. MMIS IV&V Progress Reports are prepared in advance of milestone reviews with CMS and must be in compliance with the MECT.	Quarterly and in advance of milestone review  <ul style="list-style-type: none"> <li>Within 30 days of Implementation Advance Planning Document (IAPD) submission.</li> <li>After progress report and completed checklists have been sent, and before implementation of the module.</li> <li>After at least six months of module operation.</li> </ul>

<b>ID #</b>	<b>Deliverable Description</b>	<b>Acceptance Criteria</b>	<b>Time of Performance (NTP +Business Days)</b>  <b>Note: Offeror may propose alternate dates based on industry expertise</b>
	CMS to evaluate the MMIS or set of modules for certification.		

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### 2.7.2 DELIVERABLE SUBMISSION

- A. For every deliverable, the TO Contractor shall request the TO Project/Contract Manager confirm receipt of that deliverable by sending an e-mail identifying the deliverable name and date of receipt.
- B. For every deliverable, the TO Contractor shall submit to the TO Project/Contract Manager, by e-mail, an Agency Deliverable Product Acceptance Form (DPAF), an example of which is provided on the DoIT web page here:  
<http://doit.maryland.gov/contracts/Documents/CATSPPlus/CATS+DPAFSample.pdf>.
- C. Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project and/or Microsoft Visio within two (2) versions of the current version. At the TO Project/Contract Manager's discretion, the TO Project/Contract Manager may request one hard copy of a written deliverable.
- D. A standard deliverable review cycle will be elaborated and agreed-upon between the State and the TO Contractor. This review process is entered into when the TO Contractor completes a deliverable.
- E. For any written deliverable, the TO Project/Contract Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in **Section 2.7.4 Minimum Deliverable Quality**. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in **Section 2.7.4 Minimum Deliverable Quality**.

### 2.7.3 DELIVERABLE ACCEPTANCE

- A. A final deliverable shall satisfy the scope and requirements of this TORFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in **Section 2.7.1 Deliverable Descriptions/Acceptance Criteria**.
- B. The TO Project/Contract Manager shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The TO Project/Contract Manager is responsible for coordinating comments and input from various team members and stakeholders. The TO Project/Contract Manager is responsible for providing clear guidance and direction to the TO Contractor in the event of divergent feedback from various team members.
- C. The TO Project/Contract Manager will issue to the TO Contractor a notice of acceptance or rejection of the deliverable in the DPAF (see online sample). Following the return of the DPAF indicating "Accepted" and signed by the TO Project/Contract Manager, the TO Contractor shall submit a proper invoice in accordance with the procedures in **Section 3.1**. The invoice must be accompanied by a copy of the executed DPAF or payment may be withheld.
- D. In the event of rejection, the TO Project/Contract Manager will formally communicate in writing any deliverable deficiencies or non-conformities to the TO Contractor, describing in those deficiencies what shall be corrected prior to acceptance of the deliverable in sufficient detail for the TO Contractor to address the deficiencies. The TO Contractor shall correct

deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.

- E. At the TO Project/Contract Manager's discretion, subsequent project tasks may not continue until deliverable deficiencies are rectified and accepted by the TO Project/Contract Manager or the TO Project/Contract Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks.

#### **2.7.4 MINIMUM DELIVERABLE QUALITY**

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

Each deliverable shall meet the following minimum acceptance criteria:

- A. Be presented in a format appropriate for the subject matter and depth of discussion.
- B. Be organized in a manner that presents a logical flow of the deliverable's content.
- C. Represent factual information reasonably expected to have been known at the time of submittal.
- D. In each section of the deliverable, include only information relevant to that section of the deliverable.
- E. Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
- F. Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
- G. Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.
- H. Must contain the date, author, and page numbers. When applicable for a deliverable, a revision table must be included.
- I. A draft written deliverable may contain limited structural errors such as incorrect punctuation, and shall represent a significant level of completeness toward the associated final written deliverable. The draft written deliverable shall otherwise comply with minimum deliverable quality criteria above.

#### **2.8 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES**

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting Information Technology projects, which may be created or changed periodically. Offeror is required to review all applicable links provided below and state compliance in its response.

It is the responsibility of the TO Contractor to ensure adherence and to remain abreast of new or revised laws, regulations, policies, standards and guidelines affecting project execution. These include, but are not limited to:

- A. The State of Maryland System Development Life Cycle (SDLC) methodology at: [www.DoIT.maryland.gov](http://www.DoIT.maryland.gov) - keyword: [SDLC](#)
- B. The State of Maryland Information Technology Security Policy and Standards at: [www.DoIT.maryland.gov](http://www.DoIT.maryland.gov) - keyword: [Security Policy](#)

- C. The State of Maryland Information Technology Non-Visual Standards at: <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>
- D. The State of Maryland Information Technology Project Oversight at: <http://doit.maryland.gov/epmo/Pages/ProjectOversight.aspx>
- E. Health Information Privacy requirements -additional information available at <https://www.hhs.gov/hipaa/for-professionals/security/laws-regulations/> and <https://www.hhs.gov/hipaa/for-individuals/guidance-materials-for-consumers/>
- F. CMS Guidelines at: <https://www.medicaid.gov/medicaid/data-and-systems/mect/index.html>
- G. TO Contractor Personnel shall follow a consistent methodology for all Task Order activities.
- H. The TO Contractor shall follow project management methodologies consistent with the most recent edition of the Project Management Institute's Project Management Body of Knowledge Guide

## 2.9 CHANGE ORDERS

- A. The TO Contractor and TO Project/Contract 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.
- B. No scope of work changes shall be performed until a change order is approved by DoIT and executed by the TO Procurement Officer.

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## 3 TO CONTRACTOR REQUIREMENTS: GENERAL

### 3.1 INVOICING

#### 3.1.1 DEFINITIONS

- A. “Proper Invoice” means a bill, written document, or electronic transmission, readable by the agency, provided by a vendor requesting an amount that is due and payable by law under a written procurement contract for property received or services rendered that meets the requirements of COMAR 21.06.09.02.
- B. “Late Payment” means any amount that is due and payable by law under a written procurement contract, without deferral, delay, or set-off under COMAR 21.02.07.03, and remains unpaid more than 45 days after an agency receives a Proper Invoice.
- C. “Payment” includes all required processing and authorization by the Comptroller of the Treasury, as provided under COMAR 21.02.07, and may be deferred, delayed, or set-off as applicable under COMAR 21.02.07.03.

#### 3.1.2 GENERAL

- A. Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract.
- B. The TO Contractor shall e-mail the original of each invoice and signed authorization to invoice to the TO Project/Contract Manager.
- C. All invoices for services shall be verified by the TO Contractor as accurate at the time of submission.
- D. Invoices submitted without the required information cannot be processed for payment. A Proper Invoice, required as Payment documentation, must include the following information, without error:
  - 1. TO Contractor name and address
  - 2. Remittance address
  - 3. Federal taxpayer identification (FEIN) number, social security number, as appropriate
  - 4. Invoice period (i.e. time period during which services covered by invoice were performed)
  - 5. Invoice date
  - 6. Invoice number
  - 7. State assigned TO Agreement number
  - 8. State assigned (Blanket) Purchase Order number(s)
  - 9. Services provided
  - 10. Amount due
  - 11. Any additional documentation required by regulation or the Task Order
- E. Invoices that contain both fixed price and time and material items shall clearly identify the items as either fixed price or time and material billing.
- F. DoIT reserves the right to reduce or withhold Task Order payment in the event the TO Contractor does not provide all required deliverables within the time frame specified in the Task Order or otherwise breaches the terms and conditions of the Task Order until such time as the TO Contractor brings itself into full compliance with the Task Order.

- G. Any action on the part of DoIT, or dispute of action by the TO Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.
- H. The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The TO Contractor; however, is not exempt from such sales and use taxes and may be liable for the same.
- I. Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

### 3.1.3 INVOICE SUBMISSION SCHEDULE

The TO Contractor shall submit invoices in accordance with the following schedule:

- A. For items of work for which there is one-time pricing (see **Attachment B** – TO Financial Proposal Form) those items shall be billed in the month following the acceptance of the work by the DoIT.
- B. Invoices shall be submitted monthly and within 30 days of delivery of goods and services unless otherwise accepted in the TO Proposal or Work Order response.

### 3.1.4 DELIVERABLE INVOICING

- A. Deliverable invoices shall be accompanied by notice(s) of acceptance issued by the State for all invoices submitted for payment. Payment of invoices will be withheld if a signed DPAF is not submitted (see online example at <http://doit.maryland.gov/contracts/Documents/CATSPlus/CATS+DPAFSample.pdf>).
- B. Payment for deliverables will only be made upon completion and acceptance of the deliverables as defined in **Section 2.7.3**.

### 3.1.5 T&M INVOICING

- A. T&M invoices shall be accompanied by notice(s) of acceptance issued by the State for all invoices submitted for payment. Include for each resource covered by the invoice the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount and a copy of each person’s timesheet for the period signed by the TO Project/Contract Manager.
- B. Time Sheet Reporting

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

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

- 1) Title: “Time Sheet for IV&V MMT
- 2) Issuing company name, address, and telephone number
- 3) For each employee /resource:
  - a) Employee / resource name
  - b) For each Period ending date, e.g., “Period Ending: mm/dd/yyyy”  
(Periods run 1st through 15th and 16th through last day of the month.)

- c) Tasks completed that week and the associated deliverable names and ID#s
  - d) Number of hours worked each day
  - e) Total number of hours worked that Period
  - f) Period variance above or below 40 hours
  - g) Annual number of hours planned under the Task Order
  - h) Annual number of hours worked to date
  - i) Balance of hours remaining
  - j) Annual variance to date (Sum of periodic variances)
- 4) Signature and date lines for the TO Project/Contract Manager
  - 5) Time sheets shall be submitted to the TO Project/Contract Manager prior to invoicing. The TO Project/Contract Manager shall sign the timesheet to indicate authorization to invoice.

**3.1.6 For the purposes of this Task Order an amount will not be deemed due and payable if:**

- A. The amount invoiced is inconsistent with the Task Order.
- B. The proper invoice has not been received by the party or office specified in the Task Order.
- C. The invoice or performance is in dispute or the TO Contractor has failed to otherwise comply with the provisions of the Task Order.
- D. The item or services have not been accepted.
- E. The quantity of items delivered is less than the quantity ordered.
- F. The items or services do not meet the quality requirements of the Task Order
- G. If the Task Order provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule.
- H. If the Task Order provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have not been met.
- I. The TO Contractor has not submitted satisfactory documentation or other evidence reasonably required by the TO Procurement Officer or by the contract concerning performance under the contract and compliance with its provisions.

**3.1.7 TRAVEL REIMBURSEMENT**

- A. There shall be no reimbursement for Routine Travel. TO Contractor shall not be reimbursed for Non-Routine Travel without prior TO Project/Contract Manager approval.
- B. Routine Travel is defined as travel within a 50-mile radius of the MDH base location, as identified in the TORFP, or the TO Contractor's facility, whichever is closer to the consulting site. There will be no payment for labor hours for travel time or reimbursement for any travel expenses for work performed within these radiuses or at the TO Contractor's facility.
- C. Non-routine Travel is defined as travel beyond the 50-mile radius of the MDH base location, as identified in the TORFP, or the TO Contractor's facility, whichever is closer to the consulting site. Non-routine travel will be reimbursed according to the State's travel regulations and reimbursement rates, which can be found at: <http://www.dbm.maryland.gov/Pages/FleetManagementServices.aspx>. If non-routine travel is conducted by automobile, the first 50 miles of such travel will be treated as routine travel

and as described in TORFP Section 3.1.7.A, and will not be reimbursed. The TO Contractor may bill for labor hours expended in non-routine traveling beyond the identified 50-mile radius, only if so specified in the TORFP or Work Order.

### 3.1.8 RETAINAGE

This solicitation does not require retainage.

## 3.2 MBE LIQUIDATED DAMAGES

MBE liquidated damages will be identified in **Attachment M**.

## 3.3 INSURANCE REQUIREMENTS

- 3.3.1 Offeror shall confirm that, as of the date of its proposal, the insurance policies incorporated into its Master Contract are still current and effective at the required levels (refer to the CATS+ RFP 060B2490023-2016, Section 2.7 Insurance Requirements <http://doit.maryland.gov/contracts/Documents/CATSPplus2016/060B2490023-2016CATSPplus2016RFP.pdf>.)
- 3.3.2 The Offeror shall also confirm that any insurance policies intended to satisfy the requirements of this TORFP are issued by a company that is licensed to do business in the State of Maryland.
- 3.3.3 The recommended awardee must provide a certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this **Section 3.3 “Insurance Requirements”** within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts the TO Contractor shall update certificates of insurance annually, or as otherwise directed by the TO Project/Contract Manager.

## 3.4 SECURITY REQUIREMENTS

### 3.4.1 EMPLOYEE IDENTIFICATION

- A. TO Contractor Personnel shall display his or her company ID badge in a visible location at all times while on State premises. Upon request of authorized State personnel, each such TO Contractor Personnel shall provide additional photo identification.
- B. TO Contractor Personnel shall cooperate with State site requirements, including but not limited to, being prepared to be escorted at all times, and providing information for State badge issuance.
- C. TO Contractor shall remove any TO Contractor Personnel from working on the Task Order where the State determines, in its sole discretion, that said TO Contractor Personnel has not adhered to the Security requirements specified herein.
- D. The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the Task Order.
- E. Unless otherwise specified, the cost of complying with all security requirements specified herein are the sole responsibility and obligation of the TO Contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

### 3.4.2 SECURITY CLEARANCE / CRIMINAL BACKGROUND CHECKS

- A. The TO Contractor shall obtain from all TO Contractor Personnel assigned to work on the Task Order a signed statement permitting a criminal background check. Prior to commencement of work, the TO Contractor shall secure at its own expense the following type of national criminal history record check and provide the TO Contract Manager with completed checks on such TO Contractor Personnel prior to assignment:
  1. A national criminal history record check. This check may be performed by a public or private entity. The State reserves the right to require, when allowed, a fingerprint-based Maryland and/or FBI Criminal Justice Information System criminal history record check.
- B. At a minimum, these background checks must include all convictions and probation before judgment (PBJ) dispositions. The TO Contractor may not assign an individual whose background check reflects any criminal activity to work under this Task Order unless prior written approval is obtained from the TO Project/Contract Manager.
- C. TO Contractor shall be responsible for ensuring that TO Contractor Personnel background check certifications are renewed annually, and at the sole expense to the TO Contractor.
- D. Further, TO Contractor Personnel may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Contractor Personnel to be accompanied while on secured premises.
- E. TO Contractor shall complete a criminal background check prior to any individual TO Contractor Personnel being assigned work on the project. TO Contractor shall provide a Criminal Background Check Affidavit (**Appendix 4**) prior to any work commencing on the Task Order.

### 3.4.3 ON-SITE SECURITY REQUIREMENTS

- A. For the conditions noted below, TO Contractor Personnel may be barred from entrance or leaving any site until such time that the State's conditions and queries are satisfied.
  - 1) TO Contractor Personnel may be subject to random security checks when entering and leaving State secured areas. The State reserves the right to require TO Contractor Personnel to be accompanied while in secured premises.
  - 2) Some State sites, especially those premises of the Department of Public Safety and Correctional Services, require each person entering the premises to document and inventory items (such as tools and equipment) being brought onto the site, and to submit to a physical search of his or her person. Therefore, TO Contractor Personnel shall always have available an inventory list of tools being brought onto a site and be prepared to present the inventory list to the State staff or an officer upon arrival for review, as well as present the tools or equipment for inspection. Before leaving the site, the TO Contractor Personnel will again present the inventory list and the tools or equipment for inspection. Upon both entering the site and leaving the site, State staff or a correctional or police officer may search TO Contractor Personnel. Depending upon facility rules, specific tools or personal items may be prohibited from being brought into the facility.
- B. Any TO Contractor Personnel who enters the premises of a facility under the jurisdiction of the MDH may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card.

- C. Further, TO Contractor Personnel shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the agency that controls the facility to which the TO Contractor Personnel seeks access. The failure of any of the TO Contractor Personnel to comply with any provision of the TO Agreement is sufficient grounds for the State to immediately terminate the TO Agreement for default.

### 3.5 PERFORMANCE AND PERSONNEL

#### 3.5.1 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the Task Order:

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

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

- C. **TO Contractor** – The TO Contractor is the CATS+ Master Contractor awarded this Task Order. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- D. **TO Contractor Manager** – The TO Contractor Manager will serve as primary point of contact with the TO Project/Contract Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolution of any issues that may arise pertaining to the TO Contractor Personnel. The TO Contractor Manager will serve as liaison between the TO Project/Contract Manager and the senior TO Contractor management.
- E. **TO Contractor Personnel** – Any official, employee, agent, Subcontractor, or Subcontractor agents of the TO Contractor who is involved with the Task Order over the course of the Task Order period of performance.
- F. **Key Personnel** – A subset of TO Contractor Personnel whose departure during the performance period, will, in the State's opinion, have a substantial negative impact on Task Order performance. Key Personnel proposed as part of the TO Proposal shall start as of TO Agreement issuance unless specified otherwise in this TORFP or the Offeror's TO Technical Proposal. Key Personnel may be identified after Task Order award.

#### 3.6 OFFEROR EXPERIENCE

The following experience is expected and will be evaluated as part of the TO Technical Proposal (see the Offeror experience, capability and references evaluation factor from **Section 6.2**). Offerors must provide documentation in the TO Proposal that their organization has previous experience with providing IV&V services on projects of comparable size and complexity as the MMT Project and propose a team of resources with the following experience:

- A. Seasoned, demonstrable, extensive experience in large-scale IT projects in a number of federal or State government environments.
- B. Demonstrable experience performing IV&V activities on large-scale IT projects in a number of federal or State government environments.
- C. Demonstrable experience with systems development and IV&V methodologies and best practices.
- D. Experience in providing independent and objective third-party reviews of projects with the intent of protecting the State's interests.
- E. Experience in conducting an IV&V to provide documented evaluations and assessments throughout the project lifecycle.
- F. Expertise in the review and analysis of the artifacts and deliverables to evaluate the effectiveness of project management and systems development processes, methodologies, and execution.
- G. Experience with industry standard best practices and methodology in risk and issue analysis and management.
- H. Proficiency in guidance and training related to industry-standard best practices and methodologies in project management and systems development.
- I. Experience with industry-standard best practices regarding quality principles and techniques.

### 3.7 TO CONTRACTOR PERSONNEL QUALIFICATIONS

Offerors shall identify proposed personnel that are considered Key Personnel and must include Appendix 3 – Labor Classification Key Personnel Resume Summary Form with the experience and skills of the Key Personnel proposed. In addition to providing Appendix 3 for all proposed Key Personnel, each proposal for IV&V services must also specify the position descriptions, titles, and areas of responsibility of the IV&V personnel who actually will work on the project.

Any Key Personnel proposed under this TORFP, in addition to the TO Contractor IV&V Project Manager identified below, and any proposed personnel in response to a Work Order must meet all minimum qualifications for the labor category proposed, as identified in the CATS + Master Contract Section 2.10 at

<http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016CATSPPlus2016RFP.pdf>.

The following experience is expected for the TO Contractor IV&V Project Manager and the roles listed below, and will be evaluated as part of the TO Technical Proposal (see the capability of proposed resources evaluation factor from **Section 6.2**):

Role	Duties/Responsibilities	Experience/Qualifications
3.7.1 - IV&V Project Manager (Key)/Agile	<ol style="list-style-type: none"> <li>1. Act as the main point of contact with the State for day-to-day operations</li> <li>2. Develop a partnership with the State as an advisor by understanding the objectives of the Maryland MMIS Modular Replacement system and supporting an ongoing, two-way communication effort regarding technology strategies, priorities, and governance.</li> <li>3. Manage Contractor staff including staffing levels, hiring, training, assignments, performance evaluations and issue resolution.</li> <li>4. Ensure the quality and timeliness of all Contractor deliverables, documentation, and reports.</li> </ol>	<ol style="list-style-type: none"> <li>1. Five (5) years of experience leading IV&amp;V teams.</li> <li>2. At least one (1) year of experience participating on an IV&amp;V team for CMS certifiable components of an MMIS or Eligibility determination system for a state government entity.</li> <li>3. It is preferred that the IV&amp;V Project Manager (PM) be a certified Project Management Professional (PMP).</li> <li>4. Experience leading an IV&amp;V project of comparable size and complexity, using IV&amp;V methodologies and industry-standard best practices in project management and system development.</li> <li>5. Possess exceptional organizational, communication, and leadership skills and must be available to present executive project presentations to multiple levels of project leadership and to other government executives.</li> </ol>
3.7.2 - Medicaid/CMS/Federal SME	<ol style="list-style-type: none"> <li>1. Develop and deliver MECT MMIS IV&amp;V Progress Reports and checklists.</li> <li>2. Oversee and contribute to all IV&amp;V deliverables, including status reports and quarterly progress/milestone reports.</li> <li>3. Provide assessment and recommendations for the MITA SS-A and Update Process, along with the Medicaid Enterprise Certification Management Plan.</li> </ol>	<p>Preferred experience in Medicaid Information Technology Architecture (MITA) v3.0 for healthcare information systems such as; Medicaid Management Information Systems (MMIS), Enterprise Data Warehouse (EDW), Decision Support Systems (DSS) and Health Information Technology (HIT).</p>
3.7.3 - IV&V Technical Resource	<ol style="list-style-type: none"> <li>1. Provides technical requirements</li> <li>2. Validates technical specifications and designs against technical requirements</li> <li>3. Recommends mitigation strategies for technical issues.</li> </ol>	<ol style="list-style-type: none"> <li>1. Shall have experience with relational database, mainframe, client/server, data capture and web portal technologies.</li> <li>2. Shall have experience and be familiar with IT industry standards, including:                         <ol style="list-style-type: none"> <li>a. IEEE 1012 – 2004 (revised IEEE 1012 – 2016/Cor 1-2017) Software Verification and Validation.</li> <li>b. IEEE 12207-2008 (revised IEEE 12207-2017 Standard for Information Technology – Software Life Cycle Processes).</li> </ol> </li> </ol>

Role	Duties/Responsibilities	Experience/Qualifications
		<ul style="list-style-type: none"> <li>c. IEEE 730-2002 (revised IEEE 730-2014 Standard for software quality assurance plans</li> <li>d. IEEE 29148-2011 requirements specifications.</li> </ul>
3.7.4 - Business Analyst	<ul style="list-style-type: none"> <li>1. Review all software contractor deliverables (e.g. design specifications) for the assigned functional scope, completeness, and correctness.</li> <li>2. Reviewing contractor's change management and configuration management processes to control the processes for updates or modifications, along with IV&amp;V action plans.</li> <li>3. Review and report on observations and conclusions and making recommendations for improving project problems and issues.</li> </ul>	Experience in high volume health claims processing and related business functions, along with operations and maintenance of Medicaid or similar large health care claims processing systems.
3.7.5 - Testing Specialist	<ul style="list-style-type: none"> <li>1. Evaluate that:                             <ul style="list-style-type: none"> <li>a. Units and components meet documented design</li> <li>b. Products meet requirements</li> <li>c. Interfaces are correct</li> <li>d. Products are ready for production</li> </ul> </li> </ul>	Experience with automated test tools and their most effective use within large-scale development, package – acquisition and integration projects.
3.7.6 - QA Manager	<ul style="list-style-type: none"> <li>1. Implement quality control methodologies to ensure compliance with quality assurance standards, guidelines and procedures.</li> <li>2. Execute all activities required to verify and validate the technical solutions and schedules.</li> </ul>	<ul style="list-style-type: none"> <li>1. Preferred experience with government procurement processes, structured test plans and testing oversight and MITA v3.0.</li> <li>2. Demonstrated knowledge of:                             <ul style="list-style-type: none"> <li>a. Risk Management</li> <li>b. Data Management</li> <li>c. Budget and Cost Management</li> <li>d. Organizational Change Management</li> <li>e. Required performance results and recommendations of major changes affecting short-term project growth and success</li> </ul> </li> <li>3. Experience with industry best practices regarding, quality, quality assurance and quality control principles and techniques.</li> </ul>

Any training and certifications in relevant areas should be detailed in the resume such as Project Management Professional (PMP), American Society for Quality (ASQ), Certified Quality Auditor (CQA), Professional Risk Management (PRM), and Certified Information Systems Auditor (CISA), Certified SCRUM Master in addition to any agile certifications.

### **3.7.2 SUBSTITUTION OF EDUCATION FOR EXPERIENCE**

A Bachelor's Degree or higher may be substituted for the general and specialized experience for those labor categories requiring a High School Diploma. A Master's Degree may be substituted for two years of the general and specialized experience for those labor categories requiring a Bachelor's Degree. Substitution shall be reviewed and approved by the State at its discretion.

### **3.7.3 SUBSTITUTION OF EXPERIENCE FOR EDUCATION**

- A. Substitution of experience for education may be permitted at the discretion of the State.
- B. Substitution of Professional Certificates for Experience:
- C. Professional certification (e.g., Microsoft Certified Solutions Expert, SQL Certified Database Administrator) may be substituted for up to two (2) years for general and specialized experience at the discretion of the State.

### **3.7.4 CERTIFICATIONS**

Any TO Contractor Personnel provided under this TORFP shall maintain in good standing any required professional certifications for the duration of the TO Agreement.

## **3.8 WORK HOURS**

- A. Business Hours Support: TO Contractor shall assign TO Contractor Personnel to support Normal State Business Hours (see definition in **TORFP Appendix 1**).

## **3.9 SUBSTITUTION OF PERSONNEL**

### **3.9.1 DIRECTED PERSONNEL REPLACEMENT**

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

either request a new Remediation Plan within a specified time limit or direct the removal and replacement of the TO Contractor Personnel whose performance is at issue. A request for a new Remediation Plan will follow the procedure described in **Section 3.9.1.B**.

- D. In circumstances of directed removal, the TO Contractor shall provide a suitable replacement for TO Project/Contract Manager approval within fifteen (15) days of the date of the notification of directed removal, or the actual removal, whichever occurs first, or such earlier time as directed by the TO Project/Contract Manager in the event of a removal on less than fifteen days' notice
- E. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described above. However, the TO Project/Contract Manager reserves the right to direct immediate personnel replacement without utilizing the remediation procedure described above.
- F. Replacement or substitution of TO Contractor Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Task Order or which otherwise may be available at law or in equity.

### **3.9.2 SUBSTITUTION PRIOR TO AND 30 DAYS AFTER TASK ORDER EXECUTION**

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

### **3.9.3 SUBSTITUTION MORE THAN 30 DAYS AFTER TASK ORDER EXECUTION**

The procedure for substituting personnel after Task Order execution is as follows:

- A. The TO Contractor may not substitute personnel without the prior approval of the TO Project/Contract Manager.
- B. To replace any personnel, the TO Contractor shall submit resumes of the proposed individual specifying the intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.
- C. Proposed substitute individual shall be approved by the TO Project/Contract Manager. The TO Project/Contract Manager shall have the option to interview the proposed substitute personnel and may require that such interviews be in person. After the interview, the TO Project/Contract Manager shall notify the TO Contractor of acceptance or denial of the requested substitution. If no acceptable substitute personnel is proposed within the time

frame established by the TO Project/Contract Manager, the TO Agreement may be cancelled.

### 3.10 MINORITY BUSINESS ENTERPRISE (MBE) REPORTS

#### 3.10.1 MBE PARTICIPATION REPORTS

DoIT will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements. Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS+ Master Contract.

- A. The TO Contractor shall submit the following reports by the 15th of each month to DoIT at the same time the invoice copy is sent:
  - 1) A Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment D-4A) listing any unpaid invoices, over 45 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made; and
  - 2) (If Applicable) An MBE Prime Contractor Report (Attachment D-4B) identifying an MBE prime's self-performing work to be counted towards the MBE participation goals.
- B. The TO Contractor shall ensure that each MBE subcontractor provides a completed Subcontractor Paid/Unpaid MBE Invoice Report (**Attachment D-5**) by the 15<sup>th</sup> of each month.
- C. Subcontractor reporting shall be sent directly from the subcontractor to DoIT. The TO Contractor shall e-mail all completed forms, copies of invoices and checks paid to the MBE directly to the TO Project/Contract Manager.

### 3.11 VETERAN SMALL BUSINESS ENTERPRISE (VSBE) REPORTS

There is no VSBE Goal for this Task Order.

### 3.12 WORK ORDERS

- A. Additional IV&V services and resources will be provided by the TO Contractor via a Work Order process. Work shall not begin in advance of a fully executed Work Order. A Work Order may be issued for either fixed price or T&M pricing. T&M Work Orders will be issued in accordance with pre-approved Labor Categories with the fully loaded rates proposed in Attachment B to the TO Contractor to provide services or resources that are within the scope of this TORFP. The Work Order Request will include:
- B. The TO Manager shall e-mail a Work Order Request (See sample at <http://doit.maryland.gov/contracts/Documents/CATSPPlus/CATS+WorkOrderSample.pdf>) to the TO Contractor to provide services or resources that are within the scope of this TORFP. The Work Order Request will include:
  - 1) Technical requirements and description of the service or resources needed
  - 2) Performance objectives and/or deliverables
  - 3) Due date and time for submitting a response to the request
  - 4) Required place(s) where work must be performed

- C. The TO Contractor shall e-mail a response to the TO Project/Contract Manager within the specified time and include at a minimum:
- 1) A response that details the TO Contractor's understanding of the work;
  - 2) A price to complete the Work Order request using the format provided using the format provided (see online sample).
  - 3) A description of proposed resources required to perform the requested tasks, with labor categories listed in accordance with Attachment B.
  - 4) An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks.
  - 5) State-furnished information, work site, and/or access to equipment, facilities, or personnel
  - 6) The proposed personnel resources, including any subcontractor personnel, to complete the task.
- D. For a T&M Work Order, the TO Project/Contract Manager will review the response and will confirm the proposed labor rates are consistent with this TORFP. For a fixed price Work Order, the TO Project/Contract Manager will review the response and will confirm the proposed prices are acceptable.
- E. The TO Project/Contract Manager may contact the TO Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the TO Procurement Officer for a determination of compliance with the TO Agreement and a determination whether a change order is appropriate. Written TO Procurement Officer approval is required before Work Order execution by the State.
- F. Proposed personnel on any type of Work Order shall be subject to DoIT's approval. The TO Contractor shall furnish resumes of proposed personnel specifying the labor category(ies) proposed. The TO Project/Contract Manager shall have the option to interview the proposed personnel and, in the event of an interview or not, shall notify the TO Contractor of acceptance or denial of the personnel.
- G. Performance of services under a Work Order shall commence consistent with an NTP issued by the TO Project/Contract Manager for such Work Order.

### 3.13 ADDITIONAL CLAUSES

#### 3.13.1 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

- A. DoIT is responsible for contract management oversight on the CATS+ Master Contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of Task Orders under CATS+. This process typically applies to active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS+ Task Orders are subject to review.
- B. A sample of the TO Contractor Self-Reporting Checklist is available on the CATS+ website at <http://doit.maryland.gov/contracts/Documents/CATSPlus/CATS+Self-ReportingChecklistSample.pdf>. DoIT may send initial checklists out to applicable/selected TO Contractors approximately three months after the award date for a Task Orders. The TO Contractor shall complete and return the checklist as instructed on the form. Subsequently, at

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six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

### **3.13.2 NO-COST EXTENSIONS**

In the event there are unspent funds remaining on the TO Agreement, prior to the TO's expiration date the TO Procurement Officer may modify the TO Agreement to extend the TO Agreement beyond its expiration date for the performance of work within the TO's scope of work. Notwithstanding anything to the contrary, no funds may be added to the TO Agreement in connection with any such extension.

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## 4 TORFP INSTRUCTIONS

### 4.1 TO PRE-PROPOSAL CONFERENCE

- 4.1.1 A TO pre-proposal conference (Conference) will be held at the date, time, and location indicated on the Key Information Summary Sheet.
- 4.1.2 Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their proposals.
- 4.1.3 Following the Conference, the attendance record and summary of the Conference will be distributed via e-mail to all Master Contractors known to have received a copy of this TORFP.
- 4.1.4 Attendees should bring a copy of the solicitation and a business card to help facilitate the sign-in process.
- 4.1.5 In order to assure adequate seating and other accommodations at the Conference, please e-mail the Pre-Proposal Conference Response Form (**Attachment A**) no later than the time and date indicated on the form. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please notify the TO Procurement Officer at least five (5) business days prior to the Conference date. The TO Procurement Officer will make a reasonable effort to provide such special accommodation.

### 4.2 QUESTIONS

- 4.2.1 All questions shall identify in the subject line the Solicitation Number and Title (Independent Verification and Validation (IV&V) – MMT, F50B0600003), and shall be submitted in writing via e-mail to the TO Procurement Officer no later than the date and time specified the Key Information Summary Sheet.
- 4.2.2 Answers to all questions that are not clearly specific only to the requestor will be provided to all Master Contractors who are known to have received a copy of the TORFP.
- 4.2.3 The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the Department unless it issues an amendment in writing.

### 4.3 TO PROPOSAL DUE (CLOSING) DATE AND TIME

- 4.3.1 TO Proposals, in the number and form set forth in **Section 5 TO Proposal Format**, must be received by the TO Procurement Officer no later than the TO Proposal due date and time indicated on the Key Information Summary Sheet in order to be considered.
- 4.3.2 Requests for extension of this date or time shall not be granted.
- 4.3.3 Offerors submitting TO Proposals should allow sufficient delivery time to ensure timely receipt by the TO Procurement Officer. Except as provided in COMAR 21.05.03.02.F and 21.05.02.10, TO Proposals received after the due date and time listed in the Key Information Summary Sheet will not be considered.
- 4.3.4 The date and time of an e-mail submission is determined by the date and time of arrival in the e-mail address indicated on the Key Information Summary Sheet.
- 4.3.5 TO Proposals may be modified or withdrawn by written notice received by the TO Procurement Officer before the time and date set forth in the Key Information Summary Sheet for receipt of TO Proposals.

#### 4.4 AWARD BASIS

Based upon an evaluation of TO Proposal responses as provided in **Section 6.4**, below, a Master Contractor will be selected to conduct the work defined in the TORFP. A specific TO Agreement, **Attachment M**, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the TO Financial Proposal.

#### 4.5 ORAL PRESENTATION

4.5.1 Offerors and proposed TO Contractor Personnel will be required to make an oral presentation to State representatives. Offerors must confirm in writing any substantive oral clarification of, or change in, their Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Master Contractor's TO Proposal. The TO Procurement Officer will notify Offerors of the time and place of oral presentations.

#### 4.6 LIMITATION OF LIABILITY

The TO Contractor's liability is limited in accordance with the Limitations of Liability section of the CATS+ Master Contract. TO Contractor's liability for this TORFP is limited to one (1) time the total TO Agreement amount.

#### 4.7 MBE PARTICIPATION GOAL

- 4.7.1 A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation at the time of TO Proposal submission (See **Attachment D** Minority Business Enterprise Forms). **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time of TO Proposal submission will result in the State's rejection of the Master Contractor's TO Proposal.**
- 4.7.2 In 2014, Maryland adopted new regulations as part of its Minority Business Enterprise (MBE) program concerning MBE primes. Those new regulations, which became effective June 9, 2014 and are being applied to this task order, provide that when a certified MBE firm participates as a prime contractor on a contract, an agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own forces toward fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract. Please see the attached MBE forms and instructions.

#### 4.8 VSBE GOAL

There is no VSBE participation goal for this procurement.

#### 4.9 LIVING WAGE REQUIREMENTS

The Master Contractor shall abide by the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry.

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

#### 4.10 FEDERAL FUNDING ACKNOWLEDGEMENT

- 4.10.1 There are programmatic conditions that apply to this TO Agreement due to federal funding (see **Attachment G**).
- 4.10.2 The total amount of federal funds allocated for the MDH Office of Systems, Operations & Pharmacy is \$19,111,798 in Maryland State fiscal year 2019. This represents 90% of all funds budgeted for the unit in that fiscal year. This does not necessarily represent the amount of funding available for any particular grant, contract, or solicitation.
- 4.10.3 The TO Agreement contains federal funds. The source of these federal funds is: Medical Care Programs Title 19. The CFDA number is: 93.778. The conditions that apply to all federal funds awarded by the Department are contained in Federal Funds Attachment G. Any additional conditions that apply to this particular federally-funded contract are contained as supplements to Federal Funds Attachment G and Offerors are to complete and submit these Attachments with their TO Proposals as instructed in the Attachments. Acceptance of this agreement indicates the Offeror's intent to comply with all conditions, which are part of the TO Agreement.

#### 4.11 CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

- 4.11.1 Offerors shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment H**) and submit it with their Proposals. All Offerors are advised that if a TO Agreement is awarded as a result of this solicitation, the TO Contractor's Personnel who perform or control work under this TO Agreement and each of the participating subcontractor personnel who perform or control work under this TO Agreement shall be required to complete agreements substantially similar to **Attachment H**, conflict of interest Affidavit and Disclosure.
- 4.11.2 If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject an Offeror's TO Proposal under COMAR 21.06.02.03B.

Any TO Contractor (and its subcontractors) serving in the role of IV&V service contractor/provider to the State MMT Project is prohibited from soliciting, proposing, or being awarded any project management, quality assurance, software design, development, or other manner of planning, design, development, or implementation phase activity on the MMT Project for which these IV&V services are being procured.

This exclusion is executed in accordance with federal regulations at 45 CFR 95.626, which require that this IV&V effort "... be conducted by an entity that is independent from the State (unless the State receives an exception from the CMS/HHS)."

In addition, Master Contractors should be aware that the State Ethics Law, Md. Code Ann., General Provisions Article, Title 5, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

- 4.11.3 For purposes of clarity, the Center for Medicaid and CHIP Services (CMCS) defines "the State" in the above regulatory citation as being a State's IT project, and the umbrella agency or department. The primary purpose of this exclusion is to ensure that the IV&V service provider avoids any real or perceived conflicts of interest. For federal purposes, the scope of IV&V includes planning, management, and other programmatic activities in conformance with the term's usage in federal regulations at 45 CFR 95.626.

Independent V&V is the set of verification and validation activities performed by an agency not under the control of the organization developing the software. IV&V services must be provided and managed by an organization that is technically and managerially independent of the subject software development project. This independence takes two mandatory forms.

First, technical independence requires that the IV&V services provider organization, its personnel, and subcontractors are not and have not been involved in the software development or implementation effort or in the project's initial planning and/or subsequent design. Technical independence helps ensure that IV&V review reports are free of personal or professional bias, posturing, or gold plating.

Second, managerial independence is required to make certain that the IV&V effort is provided by an organization that is departmentally and hierarchically separate from the software development and program management organizations. Managerial independence helps ensure that the IV&V service provider can deliver findings and recommendations to State and federal executive leadership and management without restriction, fear of retaliation, or coercion (e.g., reports being subject to prior review or approval from the development group before release to outside entities, such as the federal government).

- 4.11.4 By submitting a Conflict of Interest Affidavit and Disclosure, the Offeror shall be construed as certifying all TO Contractor Personnel and Subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.

## **4.12 NON-DISCLOSURE AGREEMENT**

### **4.12.1 NON-DISCLOSURE AGREEMENT (OFFEROR)**

A Non-Disclosure Agreement (Offeror) is not required for this procurement.

### **4.12.2 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)**

All Offerors are advised that this solicitation and any TO Agreement(s) are subject to the terms of the Non-Disclosure Agreement (NDA) contained in this solicitation as **Attachment I**. This Agreement must be provided within five (5) Business Days of notification of recommended award; however, to expedite processing, it is suggested that this document be completed and submitted with the TO Proposal.

## **4.13 HIPAA - BUSINESS ASSOCIATE AGREEMENT**

Based on the determination by the Department that the functions to be performed in accordance with this solicitation constitute Business Associate functions as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the recommended awardee shall execute a Business Associate Agreement as required by HIPAA regulations at 45 C.F.R. §164.500 et seq. and set forth in **Attachment J**. This Agreement must be provided as identified in Table 1 of Section 7 – Exhibits and Attachments. However, to expedite processing, it is suggested that this document be completed and submitted with the TO TECHNICAL PROPOSAL. Should the Business Associate Agreement not be submitted upon expiration of the five (5) Business Day period as required by this solicitation, the TO Procurement Officer, upon review of the Office of the Attorney General and approval of the Secretary, may withdraw the recommendation for award and make the award to the responsible Offeror with the next highest overall-ranked TO Proposal.

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#### **4.14 MERCURY AND PRODUCTS THAT CONTAIN MERCURY**

This solicitation does not include the procurement of products known to likely include mercury as a component.

#### **4.15 LOCATION OF THE PERFORMANCE OF SERVICES DISCLOSURE**

This solicitation does not require a Location of the Performance of Services Disclosure.

#### **4.16 DEPARTMENT OF HEALTH (MDH) HIRING AGREEMENT**

This solicitation does not require a MDH Hiring Agreement.

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## 5 TO PROPOSAL FORMAT

### 5.1 REQUIRED RESPONSE

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

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

### 5.2 TWO PART SUBMISSION

Offerors shall submit TO Proposals in separate volumes:

- Volume I – TO TECHNICAL PROPOSAL
- Volume II – TO FINANCIAL PROPOSAL

### 5.3 TO PROPOSAL PACKAGING AND DELIVERY

5.3.1 TO Proposals delivered by facsimile shall not be considered.

5.3.2 Provide no pricing information in the TO Technical Proposal. Provide no pricing information on the media submitted in the TO Technical Proposal.

5.3.3 Offerors may submit TO Proposals by electronic means as described.

- A. Electronic means includes e-mail to the TO Procurement Officer address listed on the Key Information Summary Sheet.
- B. An Offeror wishing to deliver a hard copy (paper) TO Proposal shall contact the TO Procurement Officer for instructions.

#### 5.3.4 E-MAIL SUBMISSIONS

- A. All TO Proposal e-mails shall be sent with password protection.
- B. The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. Time stamps on outgoing email from Master TO Contractors shall not be accepted. Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, TO Proposals received by the TO Procurement Officer after the due date will not be considered.
- C. The State has established the following procedure to restrict access to TO Proposals received electronically: all TO Technical and TO Financial Proposals must be password protected, and the password for the TO TECHNICAL PROPOSAL must be different from the password for the TO Financial Proposal. Offerors will provide these two passwords to the DoIT TO Procurement Officer upon request or their TO Proposal will be deemed not susceptible for award. Subsequent submissions of TO Proposal content will not be allowed.
- D. The TO Procurement Officer will only contact those Offerors with TO Proposals that are reasonably susceptible for award.

- E. TO Proposals submitted via e-mail must not exceed 25 Mb. If a submission exceeds this size, split the submission into two or more parts and include the appropriate part number in the subject (e.g., part 1 of 2) after the subject line information below.
- F. The e-mail submission subject line shall state the TORFP #F50B0600003 and either “Technical” or “Financial.”

### 5.3.5 TWO PART SUBMISSION:

- A. TO Technical Proposal consisting of:
  - 1) TO Technical Proposal and all supporting material in Microsoft Word format, version 2007 or greater
  - 2) the TO Technical Proposal in searchable Adobe PDF format
- B. TO Financial Proposal consisting of:
  - 1) TO Financial Proposal and all supporting material in excel format
  - 2) the TO Financial Proposal in searchable Adobe PDF format

## 5.4 VOLUME I - TO TECHNICAL PROPOSAL

NOTE: Provide **no pricing information** in the TO Technical Proposal (Volume I). Include pricing information only in the TO Financial Proposal (Volume II).

- 5.4.1 In addition to the instructions below, responses in the Offeror’s TO Technical Proposal shall reference the organization and numbering of Sections in the TORFP (e.g., “Section 2.2.1 Response . . . ; “Section 2.2.2 Response . . .”). All pages of both TO Proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page “x”).
- 5.4.2 The TO Technical Proposal shall include the following documents and information in the order specified as follows:
  - A. Proposed Services:
    - 1) Executive Summary: A one-page summary describing the Offeror’s understanding of the requirements of the TORFP and proposed solution.
    - 2) Proposed Solution: A more detailed description of the Offeror’s understanding of the TORFP scope of work, proposed methodology and solution. The proposed solution shall be organized to exactly match the requirements outlined in TORFP Sections 2 through 3.
    - 3) Draft Work Breakdown Structure (WBS): A matrix or table that shows a breakdown of the tasks required to complete the requirements and deliverables in TORFP Sections 2 through 3. The WBS should reflect the chronology of tasks without assigning specific time frames or start / completion dates. The WBS may include tasks to be performed by the State or third parties, for example, independent quality assurance tasks.
    - 4) Draft Project or Work Schedule: A Gantt or similar chart containing tasks and estimated time frames for completing the requirements and deliverables in TORFP Sections 2 through 3. The final schedule should come later as a deliverable under the TO after the TO Contractor has had an opportunity to develop realistic estimates.

- 5) Draft Risk Assessment: Identification and prioritization of risks inherent in meeting the requirements in TORFP Section 3 - Scope of Work. Includes a description of strategies to mitigate risks.
- 6) Assumptions: A description of any assumptions formed by the Offeror in developing the TO Technical Proposal.
- 7) Tools the Master Contractor owns and proposes for use to meet any requirements in TORFP Sections 2 through 3.

B. Proposer Information Sheet and Transmittal Letter

The Offeror Information Sheet (see **Appendix 2**) and a Transmittal Letter shall accompany the TO Technical Proposal. The purpose of the Transmittal Letter is to transmit the TO Proposal and acknowledge the receipt of any addenda to this TORFP issued before the TO Proposal due date and time. Transmittal Letter should be brief, be signed by an individual who is authorized to commit the Offeror to its TO Proposal and the requirements as stated in this TORFP, and contain acknowledgement of all addenda to this TORFP issued before the TO Proposal due date.

C. Proposed Personnel and TORFP Staffing

Offeror shall:

1. Identify the proposed Key Personnel and types of staff proposed to be utilized under the Task Order. The Offeror shall describe in detail how the experience and qualifications of the proposed Key Personnel relate to their specific responsibilities as detailed in the Work Plan.
2. Complete and provide for each proposed Key Personnel Appendix 3 – Labor Classification Key Personnel Resume Form.
3. Provide three (3) references per proposed Key Personnel containing the information listed in Appendix 3.
4. Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources in addition to the proposed Key Personnel requested in this TORFP, and how the TO Contractor Personnel shall be managed. Include:
  - i. Planned team composition by role (**Important! Identify specific names and provide history only for the proposed Key Personnel required for evaluation of this TORFP**).
5. Provide the names and titles of the Offeror’s management staff who will supervise the personnel and quality of services rendered under this TO Agreement.

D. Subcontractors

Identify all proposed Subcontractors, including MBEs, and their roles in the performance of the scope of work hereunder.

E. Overall Offeror team organizational chart

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

F. Master Contractor and Subcontractor Experience and Capabilities

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

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

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

**Note** - State of Maryland experience can be included as part of Section F.1 above as engagement or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

#### G. State Assistance

Provide an estimate of expectation concerning participation by State personnel.

#### H. Confidentiality

A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 4, of the General Provisions Article of the Annotated Code of Maryland. Master Contractors are advised that, upon request for this

information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

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

I. Additional Submissions:

- 1) Attachments and Exhibits;
  - a) All forms required for the TO Technical Proposal are identified in **Section 7** – Exhibits and Attachments. Unless directed otherwise by instructions within an individual form, complete, sign, and include all required forms in the TO Technical Proposal.
  - b) No attachment forms shall be altered. Signatures shall be clearly visible.

## 5.5 VOLUME II – TO FINANCIAL PROPOSAL

- 5.5.1 The TO Financial Proposal shall contain all price information in the format specified in **Attachment B** – TO Financial Proposal Form. The Offeror shall complete the Financial Proposal Form only as provided in the Financial Proposal Form Instructions and the Financial Proposal Form itself.
- 5.5.2 The TO Financial Proposal shall contain a description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the Financial Proposal Form).
- 5.5.3 To be responsive to this TORFP, the Financial Proposal Form shall provide labor rates for all labor categories anticipated for this TORFP. Proposed rates shall not exceed the rates defined in the Master Contract for the Master Contract year(s) in effect at the time of the TO Proposal due date.
- 5.5.4 Note: Failure to specify a CATS+ labor category in the completed Financial Proposal Form for each proposed resource will make the TO Proposal non-responsive to this TORFP.
- 5.5.5 Proposals submitted in response to this TORFP are irrevocable for the latest of the following: 120 days following the Proposal due date and time or submission of best and final offers, if requested. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

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## 6 EVALUATION AND SELECTION PROCESS

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate Functional Area responding to the CATS+ TORFP. In making the TO Agreement award determination, DoIT will consider all information submitted in accordance with Section 5.

### 6.1 EVALUATION COMMITTEE

Evaluation of TO Proposals will be performed in accordance with COMAR 21.05.03 by a committee established for that purpose and based on the evaluation criteria set forth below. The Evaluation Committee will review TO Proposals, participate in Offeror oral presentations and discussions, and provide input to the TO Procurement Officer. DoIT reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

During the evaluation process, the TO Procurement Officer may determine at any time that a particular Offeror is not susceptible for award.

### 6.2 TO TECHNICAL PROPOSAL EVALUATION CRITERIA

The criteria to be used to evaluate each TO Technical Proposal are listed below in descending order of importance. Unless stated otherwise, any sub-criteria within each criterion have equal weight.

#### 6.2.1 Offeror's Technical Response to TORFP Requirements

The State prefers an Offeror's response to work requirements in the TORFP that illustrates a comprehensive understanding of work requirements and mastery of the subject matter, including an explanation of how the work will be performed. TO Proposals which include limited responses to work requirements such as "concur" or "will comply" will receive a lower ranking than those TO proposals that demonstrate an understanding of the work requirements and include plans to meet or exceed them.

#### 6.2.2 Experience and Qualifications of Proposed Staff

The capability of the proposed Key Personnel to perform the required tasks and produce the required deliverables in the TORFP. Capability will be determined from Appendix 3 - Labor Classification Key personnel Resume Form of each Key Personnel and oral presentation.

#### 6.2.3 Offeror Qualifications and Capabilities, including proposed subcontractors.

#### 6.2.4 Demonstration of how the Master Contractor plans to staff the task order at the levels set forth in the TORFP and also for potential future resource requests.

### 6.3 TO FINANCIAL PROPOSAL EVALUATION CRITERIA

All Qualified Offerors (see Section 6.4) will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Proposal Price within the stated guidelines set forth in this TORFP and as submitted on Attachment B - TO Financial Proposal Form.

### 6.4 SELECTION PROCEDURES

TO Technical Proposals shall be evaluated based on the criteria set forth above in Section 6.2. TO Technical Proposals and TO Financial Proposals will be evaluated independently of each other.

- A. TO Proposals will be assessed throughout the evaluation process quality of responses to Section 5.4 TO Technical Proposal. The TO Procurement Officer will notify those Offerors who have not been selected to perform the work.

- B. TO Technical Proposals will be evaluated for technical merit and ranked. Oral presentations and discussions may be held to assure full understanding of the State's requirements and of the qualified Offeror's proposals and abilities to perform, and to facilitate arrival at a TO Agreement that is most advantageous to the State.
- C. The Procurement Officer will only open the TO Financial Proposals where the associated TO Technical Proposals have been classified as reasonably susceptible for award.
- D. After review of TO Financial Proposals, TO Financial Proposals for qualified Offerors will be reviewed and ranked from lowest to highest price proposed.
- E. When in the best interest of the State, the TO Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO.
- F. The Procurement Officer shall make a determination recommending award of the TO to the responsible Offeror who has the TO Proposal determined to be the most advantageous to the State, considering price and the evaluation criteria set forth above. In making this selection, the TO Technical Proposal will be given greater weight than the TO Financial Proposal.

All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

#### **6.5 DOCUMENTS REQUIRED UPON NOTICE OF RECOMMENDATION FOR TASK ORDER AWARD**

Upon receipt of a Notification of Recommendation for Task Order award, the apparent awardee shall complete and furnish the documents and attestations as directed in Section 7 – TORFP Attachments and Appendices.

Commencement of work in response to a TO Agreement shall be initiated only upon the completed documents and attestations, plus:

- A. Issuance of a fully executed TO Agreement,
- B. Purchase Order, and
- C. by a Notice to Proceed authorized by the TO Procurement Officer. See (see online example at <http://doit.maryland.gov/contracts/Documents/CATSPPlus/CATS+NoticeToProceedSample.pdf>).

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## 7 TORFP ATTACHMENTS AND APPENDICES

### Instructions Page

A TO Proposal submitted by an Offeror must be accompanied by the completed forms and/or affidavits identified as “with proposal” in the “When to Submit” column below. All forms and affidavits applicable to this TORFP, including any applicable instructions and/or terms, are identified in the “Applies” and “Label” columns.

For documents required as part of the proposal:

- A. For e-mail submissions, submit one (1) copy of each with signatures.
- B. For paper submissions, submit two (2) copies of each with original signatures. All signatures must be clearly visible.

All Offerors are advised that if a Task Order is awarded as a result of this solicitation, the successful Offeror will be required to complete certain forms and affidavits after notification of recommended award. The list of forms and affidavits that must be provided is described below in the “When to Submit” column.

When to Submit	Label	Attachment Name
Before Proposal	A	Pre-Proposal Conference Response Form
With Proposal	B	Financial Proposal Instructions and Form
With Proposal	C	Bid/Proposal Affidavit (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf</a> )
With Proposal	D	MBE Forms D-1A (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf</a> ) <b>IMPORTANT:</b> If this RFP contains different Functional Areas or Service Categories. A separate Attachment D-1A is to be submitted for each Functional Area or Service Category where there is a MBE goal.
10 Business Days after recommended award	D	MBE Forms D-1B, D-1C,D-2, D-3A, D-3B (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf</a> ) <b>Important:</b> Attachment D-1C, if a waiver has been requested, is also required within 10 days of recommended award.
As directed in forms	D	MBE Forms D-4A, D-4B, D-5 (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf</a> )
N/A	E	Veteran-Owned Small Business Enterprise (VSBE) Form E-1A)

When to Submit	Label	Attachment Name
N/A	E	VSBE Forms E-1B, E-2, E-3
With Proposal	F	Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf</a> )
With Proposal	G	Federal Funds Attachments (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentG-FederalFundsAttachment.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentG-FederalFundsAttachment.pdf</a> )
With Proposal	H	Conflict of Interest Affidavit and Disclosure (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf</a> )
5 Business Days after recommended award – However, suggested with Proposal	I	Non-Disclosure Agreement (Contractor) (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf</a> )
5 Business Days after recommended award – However, suggested with Proposal	J	HIPAA Business Associate Agreement (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-J-HIPAABusinessAssociateAgreement.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-J-HIPAABusinessAssociateAgreement.pdf</a> )
N/A	K	Mercury Affidavit
With Proposal	L	Location of the Performance of Services Disclosure (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-L-PerformanceofServicesDisclosure.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-L-PerformanceofServicesDisclosure.pdf</a> )
5 Business Days after recommended award	M	Sample Task Order (included in this TORFP)
N/A		DHS Hiring Agreement
When to Submit	Label	Appendix Name
N/A	1	Abbreviations and Definitions (included in this RFP)
With Proposal	2	Offeror Information Sheet (see link at <a href="http://procurement.maryland.gov/wp-">http://procurement.maryland.gov/wp-</a> )

When to Submit	Label	Attachment Name
		<a href="content/uploads/sites/12/2018/04/Appendix2-Bidder_OfferorInformationSheet.pdf">content/uploads/sites/12/2018/04/Appendix2-Bidder_OfferorInformationSheet.pdf</a>
With Proposal	3	Labor Classification Personnel Resume Form
When to Submit	Label	Document Name
5 Business Days after recommended award		Evidence of meeting insurance requirements (see <b>Section 3.6</b> ); 1 copy
10 Business Days after recommended award		PEP; 1 copy
With deliverables		Deliverable Product Acceptance Form (DPAF) (see online at <a href="http://doit.maryland.gov/contracts/Documents/_procurementForms/DeliverableProductAcceptanceForm-DPAFsample.pdf">http://doit.maryland.gov/contracts/Documents/_procurementForms/DeliverableProductAcceptanceForm-DPAFsample.pdf</a> )

**Attachment A. TO Pre-Proposal Conference Response Form**

A TO Pre-Proposal Conference will not be held.

**Solicitation Number F50B0600003**

Independent Verification and Validation (IV&V) Services

A TO Pre-proposal conference will be held on August 28, 2019 10:00 am EST, at 100 Community Place  
Crownsville, Maryland 21032.

Please return this form by August 26, 2019, advising whether or not you plan to attend. The completed  
form should be returned via e-mail or fax to the TO Procurement Officer at the contact information  
below:

Cheryl Howard-Bond  
DoIT  
E-mail: Cheryl.Howard-Bond@maryland.gov

Please indicate:

- \_\_\_\_\_ Yes, the following representatives will attend.  
Attendees (Check the TORFP for limits to the number of attendees allowed):  
1.  
2.  
3.  
\_\_\_\_\_ No, we will not attend.

Please specify whether any reasonable accommodations are requested (see TORFP § 4.1“TO Pre-proposal  
conference”):

Offeror: \_\_\_\_\_  
*Offeror Name (please print or type)*

By: \_\_\_\_\_  
*Signature/Seal*

Printed Name: \_\_\_\_\_  
*Printed Name*

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

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

---

### Directions to the TO Pre-Proposal Conference

**From Baltimore:** Follow the Beltway (I-695) to Exit 4, I-97 towards Annapolis, 11 miles to Exit 5, Route 178. Two miles, to right on Crownsville Road, then immediately right onto Fairfield Loop Road, and left into the People's Resource Center at 100 Community Place.

**From Columbia:** Follow Route 32 east to I-97 south towards Annapolis. Take first exit (Exit 5), Route 178 (towards Crownsville). Two miles, to right on Crownsville Road, then immediately right onto Fairfield Loop Road, and left into the People's Resource Center at 100 Community Place.

**From Washington:** Follow the Beltway (I-495/95) to U.S. Route 50 east towards Annapolis (18 miles) to Route 450. Turn right towards Crownsville. Continue straight (becomes Route 178) for 4.5 miles to left on Crownsville Road, then immediately right onto Fairfield Loop Road, and left into the People's Resource Center at 100 Community Place.

**From Annapolis:** Follow Rowe Boulevard to Bestgate Road to end. Right on Route 178 for 4 miles to left on Crownsville Road, then immediately right onto Fairfield Loop Road, and left into the People's Resource Center at 100 Community Place.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

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**Attachment B. TO Financial Proposal Instructions & Form**

See separate Excel TO Financial Proposal Form labeled MDTHINK IV&V – F50B0600003 – Attachment B – TO Financial Proposal.xls.

**Attachment C. Bid/Proposal Affidavit**

See link at [http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid\\_Proposal-Affidavit.pdf](http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf).

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**Attachment D. Minority Business Enterprise (MBE) Forms**

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf>.

This solicitation includes a Minority Business Enterprise (MBE) participation goal of \_\_\_\_\_ percent and no subgoals.

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**Attachment E. Veteran-Owned Small Business Enterprise (VSBE) Forms**

This solicitation does not include a Veteran-Owned Small Business Enterprise goal.

## Attachment F. Maryland Living Wage Affidavit of Agreement for Service Contracts

This solicitation does not require a Living Wage Affidavit of Agreement.

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf> to complete the Affidavit.

- A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.
- B. The Living Wage Law does not apply to:
  - (1) A Contractor who:
    - (a) Has a State contract for services valued at less than \$100,000, or
    - (b) Employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
  - (2) A subcontractor who:
    - (a) Performs work on a State contract for services valued at less than \$100,000,
    - (b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
    - (c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B (3) or C below.
  - (3) Service contracts for the following:
    - (a) Services with a Public Service Company;
    - (b) Services with a nonprofit organization;
    - (c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
    - (d) Services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.
- E. Each Contractor/subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.

- F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, no later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.
- H. A Contractor/subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.
- I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml> and clicking on Living Wage for State Service Contracts.

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**Attachment G. Federal Funds Attachments**

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentG-FederalFundsAttachment.pdf>.

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**Attachment H. Conflict of Interest Affidavit and Disclosure**

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentH-ConflictofInterestAffidavit.pdf>.

## Attachment I. Non-Disclosure Agreement (TO Contractor)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made by and between the State of Maryland (the “State”), acting by and through the Maryland Department of Information Technology (the Department), and \_\_\_\_\_ (the “TO Contractor”).

### RECITALS

**WHEREAS**, the TO Contractor has been awarded a contract (the “TO Agreement”) following the solicitation for Independent Verification and Validation, Maryland Total Health Information Network Project Solicitation # F50B0600003; and

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

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

1. Regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such, “Confidential Information” means (1) any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement and (2) any and all personally identifiable information (PII) (including but not limited to personal information as defined in Md. Ann. Code, General Provisions §4-101(h)) and protected health information (PHI) that is provided by a person or entity to the TO Contractor in connection with this TO Agreement. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. The TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information except for the sole and exclusive purpose of performing under the TO Agreement. The 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 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 **Attachment I-2**. TO Contractor shall update **Attachment I-2** by adding additional names (whether TO Contractor’s Personnel or a subcontractor’s personnel) 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 TO Agreement or will otherwise have a role in performing any aspect of the TO Agreement, 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. The TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, adopt or establish operating procedures and physical security measures, and 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. The 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. The TO Contractor shall, at its own expense, return to the <<typeofAgency>> all Confidential Information in its care, custody, control or possession upon request of the <<typeofAgency>> or on termination of the TO Agreement.
  7. A breach of this Agreement by the TO Contractor or 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 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 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, in no event less restrictive than as set forth in 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;
    - f. The Recitals are not merely prefatory but are an integral part hereof; and

g. The effective date of this Agreement shall be the same as the effective date of the TO Agreement entered into by the parties.

**IN WITNESS WHEREOF**, the parties have, by their duly authorized representatives, executed this Agreement as of the day and year first above written.

TO Contractor:	DoIT
_____	_____
By:	By:
(seal)	
_____	_____
Printed Name:	Printed Name:
_____	_____
Title:	Title:
_____	_____
Date:	Date:
_____	_____



**I-3 NON-DISCLOSURE AGREEMENT**

**CERTIFICATION TO ACCOMPANY RETURN OR DELETION OF CONFIDENTIAL INFORMATION**

I AFFIRM THAT:

To the best of my knowledge, information, and belief, and upon due inquiry, I hereby certify that: (i) all Confidential Information which is the subject matter of that certain Non-Disclosure Agreement by and between the State of Maryland and \_\_\_\_\_ (“TO Contractor”) dated \_\_\_\_\_, 20\_\_\_\_ (“Agreement”) is attached hereto and is hereby returned to the State in accordance with the terms and conditions of the Agreement; and (ii) I am legally authorized to bind the TO Contractor to this affirmation. Any and all Confidential Information that was stored electronically by me has been permanently deleted from all of my systems or electronic storage devices where such Confidential Information may have been stored.

**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, HAVING MADE DUE INQUIRY.**

DATE: \_\_\_\_\_

NAME OF TO CONTRACTOR: \_\_\_\_\_

BY: \_\_\_\_\_  
(Signature)

TITLE: \_\_\_\_\_  
(Authorized Representative and Affiant)

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**Attachment J. HIPAA Business Associate Agreement**

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-J-HIPAABusinessAssociateAgreement.pdf>

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**Attachment K. Mercury Affidavit**

This solicitation does not include the procurement of products known to likely include mercury as a component.

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**Attachment L. Location of the Performance of Services Disclosure**

This solicitation does not require a Location of the Performance of Services Disclosure.

## Attachment M. Task Order

### CATS+ TORFP#F50B0600003 OF MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this day of Month, 20XX by and between \_\_\_\_\_ (TO Contractor) and the STATE OF MARYLAND, Department of Information Technology (DoIT).

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
  - a. “Agency” means the Maryland Department of Information Technology, as identified in the CATS+ TORFP #F50B0600003.
  - b. “CATS+ TORFP” means the Task Order Request for Proposals #F50B0600003, dated MONTH DAY, YEAR, including any addenda and amendments.
  - c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor.
  - d. “TO Procurement Officer” means <<TO Procurement Officer>>. The Department may change the TO Procurement Officer at any time by written notice.
  - e. “TO Agreement” means this signed TO Agreement between DoIT and TO Contractor.
  - f. “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_.
  - g. “TO Project/Contract Manager” means <<contractManagerName>>. The Department may change the TO Project/Contract Manager at any time by written notice to the TO Contractor.
  - h. “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
  - i. “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
  - j. “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work
  - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
  - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 3 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:

The TO Agreement,

Exhibit A – CATS+ TORFP

Exhibit B – TO Technical Proposal

Exhibit C – TO Financial Proposal

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

### 3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the term of this TO Agreement shall commence as of the "Effective Date" and expire on the <<xxth (xxth)>> anniversary thereof. **\*\*if option periods exist add: \*\*** At the sole option of the State, this TO Agreement may be extended for 4, one-year periods for a total 5 year TO Agreement period ending on Month, Day, Year.

### 4. Consideration and Payment

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

4.2 Payments to the TO Contractor shall be made as outlined Section 3 of the CATS+ TORFP, but no later than thirty (30) days after the Department's receipt of a proper invoice for services provided by the TO Contractor, acceptance by the Department of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.

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

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

### 5. Liquidated Damages for MBE

5.1 The TO Agreement requires the TO Contractor to comply in good faith with the MBE Program and TO Agreement provisions. The State and the TO Contractor acknowledge and agree that the State will incur damages, including but not limited to loss of goodwill, detrimental impact on economic

development, and diversion of internal staff resources, if the TO Contractor does not comply in good faith with the requirements of the MBE Program and MBE TO Agreement provisions. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.

- 5.2 Therefore, upon issuance of a written determination by the State that the TO Contractor failed to comply in good faith with one or more of the specified MBE Program requirements or MBE TO Agreement provisions, the TO Contractor shall pay liquidated damages to the State at the rates set forth below. The TO Contractor expressly agrees that the State may withhold payment on any invoices as a set-off against liquidated damages owed. The TO Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of such violation.
- (a) Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): \$26.00 per day until the monthly report is submitted as required.
  - (b) Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): \$88.00 per MBE subcontractor.
  - (c) Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the Contract.
  - (d) Failure to meet the Contractor's total MBE participation goal and sub goal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.
  - (e) Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of the TO Agreement: \$99.00 per day until the undisputed amount due to the MBE subcontractor is paid.
- 5.3 Notwithstanding the assessment or availability of liquidated damages, the State reserves the right to terminate the TO Agreement and exercise any and all other rights or remedies which may be available under the TO Agreement or Law.

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, DoIT

\_\_\_\_\_

\_\_\_\_\_

By: Agency Head or Designee

Date

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

Approved for form and legal sufficiency this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_

Assistant Attorney General

## Attachment N. IV&V DATA POLICY

### Scope

This policy covers DoIT's policy for the storage and transmission of all IV&V sensitive data, regardless of the medium. Each TO Contractor Personnel engaged on an IV&V shall sign and receive a copy of this policy.

### Purpose

The purpose of this policy is to provide all Maryland Agencies, TO Contractor(s), and any personnel involved in an IV&V project with the assurance that information gathered and opinions developed on the health of the project undergoing an IV&V are safely held and securely transmitted throughout IV&V project activities as defined by DoIT. It provides DoIT, Agency and TO Contractor Personnel with the standards for handling of IV&V sensitive data including findings and recommendation data.

### Definition

- **Confidential Information:** Non-public information that if disclosed could result in a high negative impact to the State of Maryland, its' employees or citizens and may include information or records deemed as Private, Privileged or Sensitive.
- **Project identifiable information (PII):** Used in DoIT's IV&V methodology to refer to information that can be used to uniquely identify or connect to a single project or can be used with other sources to uniquely identify a single project. The information may include individual or combination of data elements including: Contract Number, Task Order number, Purchase Order, Project Name, Project Acronym, Agency, Project Start and End Dates, Project Manager or Team members, and project code.
- **IV&V Sensitive data:** IV&V sensitive data is defined as confidential information and includes all electronic or paper document forms related to the IV&V findings and recommendations. It includes the draft findings report, final findings report, internal presentation, agency presentation materials, and derivatives of these artifacts which contain project identifiable information.

### Policies & Procedures:

#### Watermarking

All IV&V sensitive data is confidential information and shall be clearly marked as "Confidential". This is to include findings report (draft & final), presentations (internal & Agency), or derivatives of these artifacts which contain specific project identifiable information for a particular IV&V.

#### Access to IV&V sensitive data

Only those Agency, TO Contractor, and DoIT personnel with explicit need-to-know and other individuals for whom an authorized Maryland State official has determined there is a mission-essential need-to-share and the individual has signed a non-disclosure agreement will have access to IV&V sensitive data.

Physical access controls must be in place for access to IV&V sensitive data. Physical access controls may depend on DoIT, Agency, and TO Contractor's individual facilities. They would include:

- Data Centers;

- Areas containing servers and associated media;
- Networking cabinets and wiring closets; and
- Operations and control areas.

Access to data centers and secured areas where IV&V sensitive data is stored will be granted for those employees, contractors, technicians and vendors who have legitimate business responsibilities on the IV&V. Authorization should be:

- Based on frequency of need for access;
- Approved by the manager responsible for the IV&V at the respective organization. The IV&V TO Project/Contract Manager must be informed of all personnel granted access.

Each individual having access to IV&V sensitive data is responsible for:

- Ensuring that all portable storage media such as hard drives, flash media drives, diskettes, magnetic tapes, laptops, PDA devices, DVDs and CDs are physically secured;
- Ensuring proper environmental and physical controls are established to prevent accidental or unintentional loss of IV&V sensitive data residing on IT systems;
- Ensuring that any physical access controls are auditable.

#### Distribution within IV&V Project Team

The IV&V TO Project/Contract Manager will manage, and directly deliver controlled and tracked paper copies of IV&V sensitive documents which are stamped Confidential. Electronic file transmission method of IV&V sensitive data via e-mail is strictly prohibited. All electronic file transmission methods must be secure and encrypted. Examples include a secure site with password protection and access restriction to electronic files for individuals authorized to access IV&V sensitive data.

All request for paper or electronic files must be requested through the IV&V TO Project/Contract Manager and approved prior to granting of access to paper or electronic file.

#### Storage

Physically controlled access to and securely stored information system media, both paper and digital, based on the “Confidential” classification of the information recorded on the media. Storage is prohibited on portable devices unless prior written approval from IV&V TO Project/Contract Manager has been granted. Approved storage on portable devices must be encrypted; kept from view by unauthorized individuals; protect against viewing while in use and when unattended, store in locked desks, cabinets, or offices within a physically secured building.

#### Redacted IV&V sensitive data

For training and lessons learned purposes only, IV&V sensitive data may be redacted and all project identifiable information removed from paper and electronic copies. All requests to create redacted IV&V sensitive data for paper or electronic copies must be made to the IV&V TO Project/Contract Manager and approved prior to redaction. A copy of the final versions of the redacted information will be provided to the IV&V TO Project/Contract Manager for review and approval.

**Questions about this policy**

If you have questions about this policy, please contact the TO Project/Contract Manager.

**Policy adherence**

Failure to follow this policy can result in disciplinary action including, but not limited to, termination of IV&V contract.

I EXPRESSLY ACKNOWLEDGE THAT I HAVE READ THIS POLICY AND UNDERSTAND THE POLICIES, PROCEDURES, OBLIGATIONS, AND CONDITIONS SET FORTH HEREIN. BY SIGNING, I EXPRESSLY CONSENT TO BE BOUND BY DOIT's IV&V SENSITIVE DATA POLICY SET FORTH.

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

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

## Appendix 1. Abbreviations and Definitions

- A. Acceptable Use Policy (AUP) - A written policy documenting constraints and practices that a user must agree to in order to access a private network or the Internet
- B. Access - The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any information system resource
- C. Business Day(s) – The official working days of the week to include Monday through Friday. Official working days excluding State Holidays (see definition of “Normal State Business Hours” below).
- D. COMAR – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
- E. Data Breach – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data
- F. Department of Information Technology (DoIT)
- G. Effective Date - The date of mutual TO Agreement execution by the parties
- H. Information Technology (IT) – All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services
- I. Key Personnel – All TO Contractor Personnel identified in the solicitation as such that are essential to the work being performed under the Task Order. See TORFP **Section 3.7**.
- J. Local Time – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- K. Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- L. Normal State Business Hours - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) – keyword: State Holidays.
- M. Notice to Proceed (NTP) – A written notice from the TO Procurement Officer that work under the Task Order, project or Work Order (as applicable) is to begin as of a specified date. The NTP Date is the start date of work under the Task Order, project or Work Order. Additional NTPs may be issued by either the TO Procurement Officer or the TO Project/Contract Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- N. NTP Date – The date specified in a NTP for work on Task Order, project or Work Order to begin.
- O. Offeror – A Master Contractor that submits a Proposal in response to this TORFP.
- P. Personally Identifiable Information (PII) – Any information about an individual maintained by the State, including (1) any information that can be used to distinguish or trace an individual identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

- Q. Protected Health Information (PHI) – Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- R. Security Incident – A violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies, or standard security practices. “Imminent threat of violation” is a situation in which the organization has a factual basis for believing that a specific incident is about to occur.
- S. Security or Security Measures – The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data
- T. Sensitive Data - Means PII;PHI; other proprietary or confidential data as defined by the State, including but not limited to “personal information” under Md. Code Ann., Commercial Law § 14-3501(d) and Md. Code Ann., St. Govt. § 10-1301(c) and information not subject to disclosure under the Public Information Act, Title 4 of the General Provisions Article; and .information about an individual that (1) can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information
- U. State – The State of Maryland.
- V. Task Order (TO) – The scope of work described in this TORFP.
- W. TO Agreement - The contract awarded to the successful Offeror pursuant to this Task Order Request for Proposals, the form of which is attached to this TORFP as **Attachment M**.
- X. TO Contractor Personnel - Employees and agents and subcontractor employees and agents performing work at the direction of the TO Contractor under the terms of the Task Order awarded from this TORFP.
- Y. TO Proposal – As appropriate, either or both of an Offeror’s TO Technical or TO Financial Proposal.
- Z. Technical Safeguards – The technology and the policy and procedures for its use that protect State Data and control access to it.
- AA. Total Proposal Price - The Offeror’s total proposed price for services in response to this solicitation, included in the TO Financial Proposal with **Attachment B** – TO Financial Proposal Form, and used in the financial evaluation of Proposals (see **TORFP Section 5.5**).
- BB. Veteran-owned Small Business Enterprise (VSBE) – A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
- CC. Work Order – A subset of work authorized by the TO Project/Contract Manager performed under the general scope of this TORFP, which is defined in advance of TO Contractor fulfillment, and which may not require a TO Agreement modification.

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Except as otherwise provided, any reference to the Task Order shall be deemed to include reference to a Work Order.

**Appendix 2. Offeror Information Sheet**

<b>Offeror</b>	
<b>Company Name</b>	
<b>Street Address</b>	
<b>City, State, Zip Code</b>	
<b>TO Contractor Federal Employer Identification Number (FEIN)</b>	
<b>TO Contractor eMMA ID number</b>	As of the date of Proposal submission, are you registered to do business with the state of Maryland?
<b>SBE / MBE/ VSBE Certification</b>	
<b>SBE</b>	Number: Expiration Date:
<b>VSBE</b>	Number: Expiration Date:
<b>MBE</b>	Number: Expiration Date: Categories to be applied to this solicitation (dual certified firms must choose only one category).
<b>Offeror Primary Contact</b>	
<b>Name</b>	
<b>Title</b>	
<b>Office Telephone number (with area code)</b>	
<b>Cell Telephone number (with area code)</b>	
<b>e-mail address</b>	
<b>Authorized Offer Signatory</b>	
<b>Name</b>	
<b>Title</b>	
<b>Office Telephone number (with area code)</b>	
<b>Cell Telephone number (with area code)</b>	
<b>e-mail address</b>	

**Appendix 3 - Labor Classification Key Personnel Resume Summary Form – CATS+ TORFP #F50B0600003**

Proposed Key Personnel:		Master Contractor:		CATS+ Labor Category:	
Education:  (Insert the education requirements for the proposed labor category from Section 2.10 of the CATS+ RFP)	Institution/Address:		Degree or Certification:		Year Completed:
			Field of Study:		
Generalized Experience:  (Insert the generalized experience description for the proposed labor category from Section 2.10 of the CATS+ RFP)	Start	End	Company/Job Title	Relevant Work Experience	
Specialized Experience:  (Insert the specialized experience description for the proposed labor category from Section 2.10 of the CATS+ RFP)	Start	End	Company/Job Title	Relevant Work Experience	

TORFP Additional Requirements  (Insert, if applicable, the additional requirements from Section 3.7.1 of the TORFP)			
Reference Name	Job Title or Position	Organization Name	Telephone / Email

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

Master Contractor Representative:

Proposed Key Personnel:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Appendix 4. Criminal Background Check Affidavit**

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

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

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

\_\_\_\_\_  
Master Contractor

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Appendix 5. Task Descriptions**

TASK ITEM	TASK #	IV&V PROJECT MANAGEMENT - TASK DESCRIPTION
IV&V Management Plan	IM-1	As the first deliverable the IV&V provider shall develop an IV&V Management Plan. This plan shall describe the activities, personnel, schedule, standards, and methodology for conducting the IV&V reviews. (see <i>Deliverables</i> for more details)  The IV&V Management plan shall describe the vendor’s methodology used in its staffing proposal for this TORFP. The methodology needs to consider the phased modular approach for the Maryland MMIS Modular Transformation and shall include how the vendor proposes to ramp up / down, depending on the timing of future procurements projects.
Conduct Initial Review	IM-2	Prepare and deliver an Initial IV&V report on the required activities. Report on status of each activity. (see <i>Deliverables</i> for more details)
Conduct Periodic Review(s)	IM-3	Prepare and deliver a Follow-up IV&V report on the required activities. Report on status of each activity and progress since the previous report. (see <i>Deliverables</i> for more details)
Management Briefing	IM-4	Prepare and deliver a formal presentation(s) on the status of the IV&V project. Presented as required, with at least ten (10) business days’ notice. No more than once a month. (see <i>Deliverables</i> for more details)

TASK ITEM	TASK #	PLANNING OVERSIGHT - TASK DESCRIPTION
Procurement	PO-1	Verify the procurement strategy supports State and Federal project objectives.
Procurement	PO-2	Review and make recommendations on the solicitation documents relative to their ability to adequately inform potential vendors about project objectives, requirements, risks, etc.
Procurement	PO-3	Verify the evaluation criteria are consistent with project objectives and evaluation processes are consistently applied; verify all evaluation criteria is metrics based and clearly articulated within the solicitation documents.
Procurement	PO-4	Verify that the obligations of the vendor, sub-contractors and external staff (terms, conditions, statement of work, requirements, technical standards, performance standards, development milestones, acceptance criteria, delivery dates, etc.) are clearly defined. This includes verifying that performance metrics have been included that will allow tracking of project performance and progress against criteria set by the State.
Procurement	PO-5	Verify the final contract for the vendor team states that the vendor will participate in the IV&V process, being cooperative for coordination and communication of information.
Feasibility Study	PO-6	Perform ongoing assessment and review of State methodologies used for the feasibility study, verifying it was objective, reasonable, measurable, repeatable, consistent, accurate and verifiable.
Feasibility Study	PO-7	Review and evaluate the PAPD(U)/IAPD(U) documents.
Feasibility Study	PO-8	Review and evaluate the Cost Benefit Analysis to assess its reasonableness.

TASK ITEM	TASK #	PROJECT MANAGEMENT – TASK DESCRIPTION
Project Sponsorship	PM-1	Assess and recommend improvement, as needed, to assure continuous executive stakeholder buy-in, participation, support and commitment, and that open pathways of communication exist among all stakeholders.
Project Sponsorship	PM-2	Verify that executive sponsorship has bought-in to all changes which impact project objectives, cost, or schedule.
Management Assessment	PM-3	Verify and assess project management and organization, verify that lines of reporting and responsibility provide adequate technical and managerial oversight of the project.
Management Assessment	PM-4	Evaluate project progress, resources, budget, schedules, work flow, and reporting.
Management Assessment	PM-5	Assess coordination, communication and management to verify agencies and departments are not working independently of one another and following the communication plan.
Project Management	PM-6	Verify that a Project Management Plan is created and being followed. Evaluate the project management plans and procedures to verify that they are developed, communicated, implemented, monitored and complete.
Project Management	PM-7	Evaluate project reporting plan and actual project reports to verify project status is accurately traced using project metrics.
Project Management	PM-8	Verify milestones and completion dates are planned, monitored, and met.
Project Management	PM-9	Verify the existence and institutionalization of an appropriate project issue tracking mechanism that documents issues as they arise, enables communication of issues to proper stakeholders, documents a mitigation strategy as appropriate, and tracks the issue to closure. This should include but is not limited to technical and development efforts.
Project Management	PM-10	Evaluate the system’s planned life-cycle development methodology or methodologies (waterfall, evolutionary spiral, rapid prototyping, incremental, etc.) to see if they are appropriate for the system being developed.
Business Process Reengineering	PM-12	Evaluate the project’s ability and plans to redesign business systems to achieve improvements in critical measures of performance, such as cost, quality, service, and speed.
Business Process Reengineering	PM-13	Verify that the reengineering plan has the strategy, management backing, resources, skills and incentives necessary for effective change.
Business Process Reengineering	PM-14	Verify that resistance to change is anticipated and prepared for by using principles of change management at each step (such as excellent communication, participation, incentives) and having the appropriate leadership (executive pressure, vision, and actions) throughout the reengineering process.
Risk Management	PM-15	Verify that a Project Risk Management Plan is created and being followed. Evaluate the projects risk management plans and procedures to verify that risks are identified and quantified and that mitigation plans are developed, communicated, implemented, monitored, and complete.
Change Management	PM-16	Verify that a Change Management Plan is created and being followed. Evaluate the change management plans and procedures to verify they are developed, communicated, implemented, monitored, and complete; and that resistance to change is anticipated and prepared for.
Communication Management	PM-17	Verify that a Communication Plan is created and being followed. Evaluate the communication plans and strategies to verify they support communications and work product sharing between all project stakeholders; and assess if communication plans and strategies are effective, implemented, monitored and complete.
Configuration Management	PM-18	Review and evaluate the configuration management (CM) plans and procedures associated with the development process.

TASK ITEM	TASK #	PROJECT MANAGEMENT – TASK DESCRIPTION
Configuration Management	PM-19	Verify that all critical development documents, including but not limited to requirements, design, code and JCL are maintained under an appropriate level of control.
Configuration Management	PM-20	Verify that the processes and tools are in place to identify code versions and to rebuild system configurations from source code.
Configuration Management	PM-21	Verify that appropriate source and object libraries are maintained for training, test, and production and that formal sign-off procedures are in place for approving deliverables.
Configuration Management	PM-22	Verify that appropriate processes and tools are in place to manage system changes, including formal logging of change requests and the review, prioritization and timely scheduling of maintenance actions.
Configuration Management	PM-23	Verify that mechanisms are in place to prevent unauthorized changes being made to the system and to prevent authorized changes from being made to the wrong version.
Configuration Management	PM-24	Review the use of CM information (such as the number and type of corrective maintenance actions over time) in project management.
Project Estimating and Scheduling	PM-25	Evaluate and make recommendations on the estimating and scheduling process of the project to ensure that the project budget and resources are adequate for the work-breakdown structure and schedule.
Project Estimating and Scheduling	PM-26	Review schedules to verify that adequate time and resources are assigned for planning, development, review, testing and rework.
Project Estimating and Scheduling	PM-27	Examine historical data to determine if the project/department has been able to accurately estimate the time, labor and cost of software development efforts.
Project Personnel	PM-28	Examine the job assignments, skills, training and experience of the personnel involved in program development to verify that they are adequate for the development task.
Project Personnel	PM-29	Evaluate the State’s hiring plan for the project to verify that adequate human resources will be available for development and maintenance.
Project Personnel	PM-30	Evaluate the State’s personnel policies to verify that staff turnover will be minimized.
Project Organization	PM-31	Verify that lines of reporting and responsibility provide adequate technical and managerial oversight of the project.
Project Organization	PM-32	Verify that the project’s organizational structure supports training, process definition, independent Quality Assurance, Configuration Management, product evaluation, and any other functions critical for the project’s success.
Subcontractors and External Staff	PM-33	Evaluate the use of sub-contractors or other external sources of project staff (such as IS staff from another State organization) in project development.
Subcontractors and External Staff	PM-34	Verify that the obligations of sub-contractors and external staff (terms, conditions, statement of work, requirements, standards, development milestones, acceptance criteria, delivery dates, etc.) are clearly defined.
Subcontractors and External Staff	PM-35	Verify that the subcontractors’ software development methodology and product standards are compatible with the system’s standards and environment.

TASK ITEM	TASK #	PROJECT MANAGEMENT – TASK DESCRIPTION
<b>Subcontractors and External Staff</b>	<b>PM-36</b>	Verify that the subcontractor has and maintains the required skills, personnel, plans, resources, procedures and standards to meet their commitment. This will include examining the feasibility of any offsite support of the project
<b>Subcontractors and External Staff</b>	<b>PM-37</b>	Verify that any proprietary tools used by subcontractors do not restrict the future maintainability, portability, and reusability of the system.
<b>State Oversight</b>	<b>PM-38</b>	Verify that State oversight is provided in the form of periodic status reviews and technical interchanges.
<b>State Oversight</b>	<b>PM-39</b>	Verify that the State has defined the technical and managerial inputs the subcontractor needs (reviews, approvals, requirements and interface clarifications, etc.) and has the resources to supply them on schedule.
<b>State Oversight</b>	<b>PM-40</b>	Verify that State staff has the ultimate responsibility for monitoring project cost and schedule.

TASK ITEM	TASK #	QUALITY MANAGEMENT - TASK DESCRIPTION
<b>Quality Assurance</b>	<b>QA-1</b>	Evaluate and make recommendations on the project's Quality Assurance plans, procedures and organization.
<b>Quality Assurance</b>	<b>QA-2</b>	Verify that QA has an appropriate level of independence from project management.
<b>Quality Assurance</b>	<b>QA-3</b>	Verify that the QA organization monitors the fidelity of all defined processes in all phases of the project.
<b>Quality Assurance</b>	<b>QA-4</b>	Verify that the quality of all products produced by the project is monitored by formal reviews and sign-offs.
<b>Quality Assurance</b>	<b>QA-5</b>	Verify that project self-evaluations are performed and that measures are continually taken to improve the process.
<b>Quality Assurance</b>	<b>QA-6</b>	Monitor the performance of the QA contractor by reviewing its processes and reports and performing spot checks of system documentation; assess findings and performance of the processes and reports.
<b>Quality Assurance</b>	<b>QA-7</b>	Verify that QA has an appropriate level of independence; evaluate and make recommendations on the project's Quality Assurance plans, procedures and organization.
<b>Quality Assurance</b>	<b>QA-8</b>	Verify that the QA vendor provides periodic assessment of the CMM activities of the project and that the project takes action to reach and maintain CMM Level __.
<b>Quality Assurance</b>	<b>QA-9</b>	Evaluate if appropriate mechanisms are in place for project self-evaluation and process improvement.
<b>Process Definition and Product Standards</b>	<b>QA-10</b>	Review and make recommendations on all defined processes and product standards associated with the system development.
<b>Process Definition and</b>	<b>QA-11</b>	Verify that all major development processes are defined and that the defined and approved processes and standards are followed in development.

TASK ITEM	TASK #	QUALITY MANAGEMENT - TASK DESCRIPTION
Product Standards		
Process Definition and Product Standards	QA-12	Verify that the processes and standards are compatible with each other and with the system development methodology.
Process Definition and Product Standards	QA-13	Verify that all process definitions and standards are complete, clear, up-to-date, consistent in format, and easily available to project personnel

TASK ITEM	TASK #	TRAINING - TASK DESCRIPTION
User Training and Documentation	TR-1	Review and make recommendations on the training provided to system users. Verify sufficient knowledge transfer for maintenance and operation of the new system.
User Training and Documentation	TR-2	Verify that training for users is instructor-led and hands-on and is directly related to the business process and required job skills.
User Training and Documentation	TR-3	Verify that user-friendly training materials and help desk services are easily available to all users.
User Training and Documentation	TR-4	Verify that all necessary policy and process and documentation is easily available to users.
User Training and Documentation	TR-5	Verify that all training is given on-time and is evaluated and monitored for effectiveness, with additional training provided as needed.
Developer Training and Documentation	TR-6	Review and make recommendations on the training provided to system developers.
Developer Training and Documentation	TR-7	Verify that developer training is technically adequate, appropriate for the development phase, and available at appropriate Maryland MMIS Modular Transformation.
Developer Training and Documentation	TR-8	Verify that all necessary policy, process and standards documentation is easily available to developers.
Developer Training and Documentation	TR-9	Verify that all training is given on-time and is evaluated and monitored for effectiveness, with additional training provided as needed.

TASK ITEM	TASK #	REQUIREMENTS - TASK DESCRIPTION
Requirements Management	RM-1	Evaluate and make recommendations on the project's process and procedures for managing requirements.
Requirements Management	RM-2	Verify that system requirements are well-defined, understood and documented.
Requirements Management	RM-3	Evaluate the allocation of system requirements to hardware and software requirements.

TASK ITEM	TASK #	REQUIREMENTS - TASK DESCRIPTION
Requirements Management	RM-4	Verify that software requirements can be traced through design, code and test phases to verify that the system performs as intended and contains no unnecessary software elements.
Requirements Management	RM-5	Verify that requirements are under formal configuration control.
Security Requirements	RM-6	Evaluate and make recommendations on project policies and procedures for ensuring that the system is secure and that the privacy of client data is maintained.
Security Requirements	RM-7	Evaluate the projects restrictions on system and data access.
Security Requirements	RM-8	Evaluate the projects security and risk analysis.
Security Requirements	RM-9	Verify that processes and equipment are in place to back up client and project data and files and archive them safely at appropriate intervals.
Requirements Analysis	RM-10	Verify that an analysis of client, State and federal needs and objectives has been performed to verify that requirements of the system are well understood, well defined, and satisfy federal regulations.
Requirements Analysis	RM-11	Verify that all stakeholders have been consulted to the desired functionality of the system, and that users have been involved in prototyping of the user interface.
Requirements Analysis	RM-12	Verify that all stakeholders have bought-in to all changes which impact project objectives, cost, or schedule.
Requirements Analysis	RM-13	Verify that performance requirements (e.g. timing, response time and throughput) satisfy user needs
Requirements Analysis	RM-14	Verify that user's maintenance requirements for the system are completely specified
Interface Requirements	RM-15	Verify that all system interfaces are exactly described, by medium and by function, including input/output control codes. data format, polarity, range, units, and frequency.
Requirements Analysis	RM-16	Verify those approved interface documents are available and that appropriate relationships (such as interface working groups) are in place with all agencies and organizations supporting the interfaces.
Requirements Allocation and Specification	RM-17	Verify that all system requirements have been allocated to a either a software or hardware subsystem.
	RM-18	Verify that requirements specifications have been developed for all hardware and software subsystems in a sufficient level of detail to ensure successful implementation.
Reverse Engineering	RM-19	If a legacy system or a transfer system is or will be used in development, Verify that a well-defined plan and process for reengineering the system is in place and is followed. The process, depending on the goals of the reuse/transfer, may include reverse engineering, code translation, re-documentation, restructuring, normalization, and re-targeting.

TASK ITEM	TASK #	OPERATING - TASK DESCRIPTION
System Hardware	OE-1	Evaluate new and existing system hardware configurations to determine if their performance is adequate to meet existing and proposed system requirements.
System Hardware	OE-2	Determine if hardware is compatible with the State's existing processing environment, if it is maintainable, and if it is easily upgradeable. This evaluation will include, but is not limited to CPUs and other processors, memory, network connections and bandwidth, communication controllers, telecommunications systems (LAN/WAN), terminals, printers and storage devices.

TASK ITEM	TASK #	OPERATING - TASK DESCRIPTION
System Hardware	OE-3	Evaluate current and projected vendor support of the hardware, as well as the State's hardware configuration management plans and procedures.
System Software	OE-4	Evaluate new and existing system software to determine if its capabilities are adequate to meet existing and proposed system requirements.
System Software	OE-5	Determine if the software is compatible with the State's existing hardware and software environment, if it is maintainable, and if it is easily upgradeable. This evaluation will include, but is not limited to, operating systems, middleware, and network software including communications and file-sharing protocols.
System Software	OE-6	Current and projected vendor support of the software will also be evaluated, as well as the States software acquisition plans and procedures.
Database Software	OE-7	Evaluate new and existing database products to determine if their capabilities are adequate to meet existing and proposed system requirements.
Database Software	OE-8	Determine if the database's data format is easily convertible to other formats, if it supports the addition of new data items, if it is scaleable, if it is easily refreshable and if it is compatible with the State's existing hardware and software.
Database Software	OE-9	Evaluate any current and projected vendor support of the software, as well as the State's software acquisition plans and procedures.
System Capacity	OE-10	Evaluate the existing processing capacity of the system and verify that it is adequate for current statewide needs for both batch and on-line processing.
System Capacity	OE-11	Evaluate the historic availability and reliability of the system including the frequency and criticality of system failure.
System Capacity	OE-12	Evaluate the results of any volume testing or stress testing.
System Capacity	OE-13	Evaluate any existing measurement and capacity planning program and will evaluate the system's capacity to support future growth.
System Capacity	OE-14	Make recommendations on changes in processing hardware, storage, network systems, operating systems, COTS software, and software design to meet future growth and improve system performance.

TASK ITEM	TASK #	DEVELOPMENT - TASK DESCRIPTION
Development Hardware	DE-1	Evaluate new and existing development hardware configurations to determine if their performance is adequate to meet the needs of system development.
Development Hardware	DE-2	Determine if hardware is maintainable, easily upgradeable, and compatible with the State's existing development and processing environment. This evaluation will include, but is not limited to CPUs and other processors, memory, network connections and bandwidth, communication controllers, telecommunications systems (LAN/WAN), terminals, printers and storage devices.
Development Hardware	DE-3	Current and projected vendor support of the hardware will also be evaluated, as well as the State's hardware configuration management plans and procedures.
Development Software	DE-4	Evaluate new and existing development software to determine if its capabilities are adequate to meet system development requirements.
Development Software	DE-5	Determine if the software is maintainable, easily upgradeable, and compatible with the State's existing hardware and software environment.
Development Software	DE-6	Evaluate the environment as a whole to see if it shows a degree of integration compatible with good development. This evaluation will include, but is not limited to, operating

TASK ITEM	TASK #	DEVELOPMENT - TASK DESCRIPTION
		systems, network software, CASE tools, project management software, configuration management software, compilers, cross-compilers, linkers, loaders, debuggers, editors, and reporting software.
Development Software	DE-7	Language and compiler selection will be evaluated with regard to portability and reusability (ANSI standard language, non-standard extensions, etc.)
Development Software	DE-8	Current and projected vendor support of the software will also be evaluated, as well as the States software acquisition plans and procedures.

TASK ITEM	TASK #	SOFTWARE - TASK DESCRIPTION
High-Level Design	SD-1	Evaluate and make recommendations on existing high level design products to verify the design is workable, efficient, and satisfies all system and system interface requirements.
High-Level Design	SD-2	Evaluated the design products for adherence to the project design methodology and standards.
High-Level Design	SD-3	Evaluate the design and analysis process used to develop the design and make recommendations for improvements. Evaluate design standards, methodology and CASE tools used will be evaluated and make recommendations.
High-Level Design	SD-4	Verify that design requirements can be traced back to system requirements.
High-Level Design	SD-5	Verify that all design products are under configuration control and formally approved before detailed design begins.
Detailed Design	SD-6	Evaluate and make recommendations on existing detailed design products to verify that the design is workable, efficient, and satisfies all high level design requirements.
Detailed Design	SD-7	The design products will also be evaluated for adherence to the project design methodology and standards.
Detailed Design	SD-8	The design and analysis process used to develop the design will be evaluated and recommendations for improvements made.
Detailed Design	SD-9	Design standards, methodology and CASE tools used will be evaluated and recommendations made.
Detailed Design	SD-10	Verify that design requirements can be traced back to system requirements and high level design.
Detailed Design	SD-11	Verify that all design products are under configuration control and formally approved before coding begins.
Job Control	SD-12	Perform an evaluation and make recommendations on existing job control and on the process for designing job control.
Job Control	SD-13	Evaluate the system's division between batch and on-line processing with regard to system performance and data integrity.
Job Control	SD-14	Evaluate batch jobs for appropriate scheduling, timing and internal and external dependencies.
Job Control	SD-15	Evaluate the appropriate use of OS scheduling software.
Job Control	SD-16	Verify that job control language scripts are under an appropriate level of configuration control.
Code	SD-17	Evaluate and make recommendations on the standards and process currently in place for code development.
Code	SD-18	Evaluate the existing code base for portability and maintainability, taking software metrics including but not limited to modularity, complexity and source and object size.

TASK ITEM	TASK #	SOFTWARE - TASK DESCRIPTION
Code	SD-19	Code documentation will be evaluated for quality, completeness (including maintenance history) and accessibility.
Code	SD-20	Evaluate the coding standards and guidelines and the projects compliance with these standards and guidelines. This evaluation will include, but is not limited to, structure, documentation, modularity, naming conventions and format.
Code	SD-21	Verify that developed code is kept under appropriate configuration control and is easily accessible by developers.
Code	SD-22	Evaluate the project's use of software metrics in management and quality assurance.
Unit Test	SD-23	Evaluate the plans, requirements, environment, tools, and procedures used for unit testing system modules.
Unit Test	SD-24	Evaluate the level of test automation, interactive testing and interactive debugging available in the test environment.
Unit Test	SD-25	Verify that an appropriate level of test coverage is achieved by the test process, that test results are verified, that the correct code configuration has been tested, and that the tests are appropriately documented.

TASK ITEM	TASK #	SYSTEM AND ACCEPTANCE TESTING - TASK DESCRIPTION
System Integration Test	ST-1	Evaluate the plans, requirements, environment, tools, and procedures used for integration testing of system modules.
System Integration Test	ST-2	Evaluate the level of automation and the availability of the system test environment.
System Integration Test	ST-3	Verify that an appropriate level of test coverage is achieved by the test process, that test results are verified, that the correct code configuration has been tested, and that the tests are appropriately documented, including formal logging of errors found in testing.
System Integration Test	ST-4	Verify that the test organization has an appropriate level of independence from the development organization.
Interface Testing	ST-10	Evaluate interface testing plans and procedures for compliance with industry standards.
Acceptance and Turnover	ST-11	Acceptance procedures and acceptance criteria for each product must be defined, reviewed, and approved prior to test and the results of the test must be documented. Acceptance procedures must also address the process by which any software product that does not pass acceptance testing will be corrected.
Acceptance and Turnover	ST-12	Verify that appropriate acceptance testing based on the defined acceptance criteria is performed satisfactorily before acceptance of software products.
Acceptance and Turnover	ST-13	Verify that the acceptance test organization has an appropriate level of independence from the subcontractor.
Acceptance and Turnover	ST-14	Verify that training in using the contractor-supplied software is be on-going throughout the development process, especially If the software is to be turned over to State staff for operation.
Acceptance and Turnover	ST-15	Review and evaluate implementation plan.

TASK ITEM	TASK #	DATA MANAGEMENT - TASK DESCRIPTION
Data Conversion	DM-1	Evaluate the State's existing and proposed plans, procedures and software for data conversion.
Data Conversion	DM-2	Verify that procedures are in place and are being followed to review the completed data for completeness and accuracy and to perform data clean-up as required.
Data Conversion	DM-3	Determine conversion error rates and if the error rates are manageable.
Data Conversion	DM-4	Make recommendations on making the conversion process more efficient and on maintaining the integrity of data during the conversion.
Database Design	DM-5	Evaluate new and existing database designs to determine if they meet existing and proposed system requirements.
Database Design	DM-6	Recommend improvements to existing designs to improve data integrity and system performance.
Database Design	DM-7	Evaluate the design for maintainability, scalability, refreshability, concurrence, normalization (where appropriate) and any other factors affecting performance and data integrity.
Database Design	DM-8	Evaluate the project's process for administering the database, including backup, recovery, performance analysis and control of data item creation.

TASK ITEM	TASK #	OPERATIONS OVERSIGHT - TASK DESCRIPTION
Operational Change Tracking	OO-1	Evaluate statewide system's change request and defect tracking processes.
	OO-2	Evaluate implementation of the process activities and request volumes to determine if processes are effective and are being followed.
Customer & User Operational Satisfaction	OO-3	Evaluate user satisfaction with system to determine areas for improvement
Operational Goals	OO-4	Evaluate impact of system on program goals and performance standards.
Operational Documentation	OO-5	Evaluate operational plans and processes.
Operational Processes and Activity	OO-6	Evaluate implementation of the process activities including backup, disaster recovery and day-to-day operations to verify the processes are being followed.