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

Agency Independent Verification & Validation (IV&V):

Department of Health and Mental Hygiene (DHMH) and Other Agencies

CATS+ TORFP # F50B4400009, F50B4400010, F50B4400011, F50B4400012

Department of Information Technology (DoIT)

SMALL BUSINESS RESERVE

ISSUE DATE: 9/10/2013
# TABLE OF CONTENTS

## SECTION 1 - ADMINISTRATIVE INFORMATION ....................................................8

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT .................................8
1.2 TO AGREEMENT .......................................................................................8
1.3 TO PROPOSAL PACKAGE TRANSMITTAL ............................................8
1.4 ORAL PRESENTATIONS/INTERVIEWS ......................................................8
1.5 MINORITY BUSINESS ENTERPRISE (MBE) ...........................................9
1.6 CONFLICT OF INTEREST .........................................................................9
1.7 NON-DISCLOSURE AGREEMENT ............................................................9
1.8 LIMITATION OF LIABILITY ......................................................................9
1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES .........................10
1.10 IV&V SENSITIVE DATA POLICY ..........................................................10
1.11 RECORDS MANAGEMENT REQUIREMENT ...........................................10
1.12 IRANIAN NON-INVESTMENT .................................................................10
1.13 LIVING WAGE ......................................................................................10

## SECTION 2 - SCOPE OF WORK ........................................................................11

2.1 PURPOSE ...............................................................................................11
2.2 REQUESTING AGENCY BACKGROUND .................................................11
2.3 ROLES AND RESPONSIBILITIES .............................................................12
2.4 APPROACH ............................................................................................12
2.5 OBJECTIVES OF THE IV&V .................................................................13
2.5.1 MEDICAID LONG TERM SERVICES AND SUPPORTS TRACKING SYSTEM (LTSS) PROJECT.............13
2.5.1.1 PROJECT DESCRIPTION .................................................................13
2.5.1.2 PROJECT IT SOLUTION .................................................................13
2.5.1.3 PROJECT STATUS (UPDATED STATUS TO BE PROVIDED UPON IV&V NTP) .........................14
2.5.1.4 PROJECT STAKEHOLDERS ..........................................................15
2.5.1.5 INTERVIEWS ..................................................................................15
2.5.2 FINANCIAL RESTRUCTURING OF THE DEVELOPMENTAL DISABILITIES ADMINISTRATION (DDA) PROJECT 15
2.5.2.1 PROJECT DESCRIPTION .................................................................15
2.5.2.2 PROJECT IT SOLUTION .................................................................15
2.5.2.3 PROJECT STATUS (UPDATED STATUS TO BE PROVIDED UPON IV&V NTP) .........................16
2.5.2.4 PROJECT STAKEHOLDERS ..........................................................16
2.5.2.5 INTERVIEWS ..................................................................................16
2.5.3 ICD-10 REMEDIATION ......................................................................17
2.5.3.1 PROJECT DESCRIPTION .................................................................17
2.5.3.2 PROJECT IT SOLUTION .................................................................17
2.5.3.3 PROJECT STATUS (UPDATED STATUS TO BE PROVIDED UPON IV&V NTP) .........................17
2.5.3.4 PROJECT STAKEHOLDERS ..........................................................17
2.5.3.5 INTERVIEWS ..................................................................................18
2.5.4 MEDICAID ENTERPRISE RESTRUCTURING PROJECT (MMIS/MERP) ...........................................18
2.5.4.1 PROJECT DESCRIPTION .................................................................18
2.5.4.2 IT SOLUTION ..................................................................................18
2.5.4.3 PROJECT STATUS (UPDATED STATUS TO BE PROVIDED UPON IV&V NTP) .........................18
2.5.4.4 PROJECT STAKEHOLDERS ..........................................................19
2.5.4.5 PROJECT STAKEHOLDERS ..........................................................19
2.5.5 IV&V 2-4 – ADDITIONAL IV&Vs #F50XXX, #F50XXX, #F50XXX .............................................19
2.5.5.1 OBJECTIVES OF THE IV&V ..........................................................19
2.5.5.2 PROJECT DESCRIPTION .................................................................20
2.5.5.3 PROJECT IT SOLUTION .................................................................20
SECTION 3 - TO PROPOSAL PACKAGE FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE .................................................................34
3.2 FORMAT .........................................................................................34
3.2.1 TO PRICE PROPOSAL .................................................................34

SECTION 4 – TASK ORDER AWARD PROCESS ..........................................................35

4.1 OVERVIEW .........................................................................................35
4.2 TO TECHNICAL PROPOSAL EVALUATION CRITERIA .............................35
4.3 SELECTION PROCEDURES .................................................................35
4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT .......................36

ATTACHMENT 1A–TO PRICE PROPOSAL ..........................................................37

IV&V # F50B4400009 .........................................................................................37

ATTACHMENT 1B –TO PRICE PROPOSAL ..........................................................39

ATTACHMENT 1C –TO PRICE PROPOSAL ..........................................................41

ATTACHMENT 1D –TO PRICE PROPOSAL ..........................................................43

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS .......................44

ATTACHMENT 3 – TASK ORDER AGREEMENT ..................................................53

ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE ..........................56

ATTACHMENT 5 – LABOR CATEGORY PERSONNEL RESUME SUMMARY ..............................57

ATTACHMENT 6 – DIRECTIONS ........................................................................59

ATTACHMENT 7 – NOTICE TO PROCEED .......................................................60

ATTACHMENT 8 – DELIVERABLE PRODUCT ACCEPTANCE FORM .....................61

ATTACHMENT 9 – NON-DISCLOSURE AGREEMENT (OFFEROR) .......................62

ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR) ............63

EXHIBIT A ..............................................................................................................65
KEY INFORMATION SUMMARY SHEET

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

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

<table>
<thead>
<tr>
<th>TORFP Title:</th>
<th>Agency IV&amp;V</th>
</tr>
</thead>
</table>
| TO Project Number: | IV&V 1: DHMH - F50B4400009  
| | IV &V 2: TBD - F50B4400010  
| | IV &V 3: TBD - F50B4400011  
| | IV &V 4: TBD - F50B4400012 |
| Functional Area: | 10 – IT Management Consulting Services |
| TORFP Issue Date: | 9/10/2013 |
| Questions Due Date and Time | 9/24/2013 at 12:00 PM |
| Closing Date and Time: | 10/2/2013 at 2:00 PM |
| TORFP Issuing Agency: | Department of Information Technology |
| Send Questions and Proposals to: | Michael Meinl  
| | Michael.Meinl@maryland.gov |
| TO Procurement Officer: | Michael Meinl  
| | Office Phone Number: 410-260-7179  
| | Office FAX Number: 410-974-5615  
| | Michael.Meinl@Maryland.Gov |
| TO Manager: | Larry Jasmann  
| | Office Phone Number: 410-260-7276  
| | Office FAX Number: 410-974-5615  
| | Larry.jasmann@maryland.gov |
| TO Type: | Fixed price |
| Period of Performance: | 24 months |
| MBE Goal: | 30% with sub-goals of 8 percent for Women-owned, of 7 percent for African American-owned, and of 2 percent for Hispanic American-owned. |
| Small Business Reserve (SBR): | Yes |
| Primary Place of Performance: | IV&V 1: DHMH  
| | 201 W. Preston Street  
| | Baltimore, Maryland 21201  
| | IV&V 2 – 4: TBD and as defined in Work Order |
| TO Pre-proposal Conference: | Department of Information Technology  
| | 45 Calvert Street, Annapolis, MD 21401 Room 164  
| | September 18, 2013; 11:00AM EST (See Attachment 6 for directions) |
NOTICE TO BIDDERS/OFFERORS
SMALL BUSINESS RESERVE PROCUREMENT

This is a Small Business Reserve Procurement for which award will be limited to certified small business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§14-501—14-505, Annotated Code of Maryland, and that are certified by the Department of General Services Small Business Reserve Program are eligible for award of a contract.

For the purposes of a Small Business Reserve Procurement, a small business is a for-profit business, other than a broker, that meets the following criteria:

A. It is independently owned and operated;

B. It is not a subsidiary of another business;

C. It is not dominant in its field of operation; and

D. Either:

(1) With respect to employees:

(a) Its wholesale operations did not employ more than 50 persons in its most recently completed 3 fiscal years;

(b) Its retail operations did not employ more than 25 persons in its most recently completed 3 fiscal years;

(c) Its manufacturing operations did not employ more than 100 persons in its most recently completed 3 fiscal years;

(d) Its service operations did not employ more than 100 persons in its most recently completed 3 fiscal years;

(e) Its construction operations did not employ more than 50 persons in its most recently completed 3 fiscal years; and

(f) The architectural and engineering services of the business did not employ more than 100 persons in its most recently completed 3 fiscal years; or

(2) With respect to gross sales:

(a) The gross sales of its wholesale operations did not exceed an average of $4,000,000 in its most recently completed 3 fiscal years;

(b) The gross sales of its retail operations did not exceed an average of $3,000,000 in its most recently completed 3 fiscal years;

(c) The gross sales of its manufacturing operations did not exceed an average of $2,000,000 in its most recently completed 3 fiscal years;

(d) The gross sales of its service operations did not exceed an average of $10,000,000 in its most recently completed 3 fiscal years;

(e) The gross sales of its construction operations did not exceed an average of $7,000,000 in its most recently completed 3 fiscal years; and
(f) The gross sales of its architectural and engineering operations did not exceed an average of $4,500,000 in its most recently completed 3 fiscal years.

Note: If a business has not existed for 3 years, the employment and gross sales average or averages shall be the average for each year or part of a year during which the business has been in existence.

Further information on the certification process is available at eMaryland Marketplace.
SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

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

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

1.2 TO AGREEMENT

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

1.3 TO PROPOSAL PACKAGE TRANSMITTAL

The TO Procurement Officer will not accept TO Proposal Packages after the date and exact time stated in the Key Information Summary Sheet above. The date and time of transmittal is determined by the date and time of arrival in the TO Procurement Officer’s e-mail box. TO Proposal Packages shall be transmitted via three separate emails to the TO Procurement Officer (Email can be found in Key Information Sheet).*

The first email shall have in the subject line “IV&V # F50B4400009 – TO Technical Proposal; Master Contractor Name: [Insert Name]” and will have ONE ATTACHMENT as follows: One TO Technical Proposal (TORFP Attachment 12) as an MS Word file. (See Section 3 for TO Technical Proposal format and submission instructions).

The second e-mail shall have in the subject line “IV&V # F50B4400009 – TORFP Attachments; Master Contractor Name: [Insert Name]” and will have FOUR ATTACHMENTS as follows:

- one “Conflict of Interest Affidavit” (TORFP Attachment 4) covering F50B4400009;
- one “Living Wage Affidavit” (TORFP Attachment 11);
- one pair of MBE forms D-1 and D-2 (TORFP Attachment 2);
- one “Certification Regarding Investment in Iran” Attachment 15.

All attachments to the 2nd e-mail shall be .PDF files with signatures where required.

The third e-mail shall have in the subject line “IV&V # F50B4400009 – TO Price Proposals; Master Contractor Name: [Insert Name]” and will have ONE ATTACHMENT as follows: TO Price Proposal (TORFP Attachment 1) for this IV&V, as .PDF file with required signatures.

*Please note that DoIT has a 10MB limit on email transmissions.

1.4 ORAL PRESENTATIONS/INTERVIEWS

All Master Contractors and proposed personnel that meet minimum qualifications will be required to make an oral presentation to State representatives. Significant representations made by a Master
Contractor during the oral presentation shall be submitted in writing. All such representations will become part of the Master Contractor’s proposal and are binding, if the Contract is awarded. The Procurement Officer will notify Master Contractor of the time and place of oral presentations. Master Contractors should be prepared for oral presentations within a week of the proposal closing date. Oral presentations must be made by those individuals who would be providing briefings during the course of the contract.

1.5 MINORITY BUSINESS ENTERPRISE (MBE)

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation (Attachment 2 - Forms D-1 and D-2) at the time it submits its TO Proposal Package. An MBE goal of 30 percent shall apply to this TORFP. Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time it submits its TO Proposal Package may result in the State’s rejection of the Master Contractor’s TO Proposal Package.

1.6 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT technical and/or consulting services for DoIT, and shall do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 4 this TORFP with its TO Proposal Package. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor’s TO Proposal Package under COMAR 21.06.02.03B.

For subsequent, optional IV&V tasks awarded under this TO Agreement, the Master Contractor shall submit another Conflict of Interest statement as required.

Master Contractors should be aware that the State Ethics Law, State Government Article, §15-508, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at DHMH relating to the projects identified as described in this TORFP. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 9. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, access to certain sensitive documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 10.

For subsequent optional IV&V tasks awarded under this TO Agreement, the Master Contractor will submit additional Non-Disclosure agreement(s) as required.

1.8 LIMITATION OF LIABILITY

Pursuant to Section 28 (C) of the CATS+ Master Contract, the limitation of liability ceiling for this TO Agreement is hereby reduced as follows: The TO Contractor’s liability per claim shall not exceed the total Not To Exceed amount stated in the TO Agreement.
1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

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

1.10 IV&V SENSITIVE DATA POLICY

IV&V information is considered sensitive data by DoIT. TO Contractor awarded the TO Agreement, in order to fulfill the requirements of the TO Agreement, will be required to read, sign and comply with the IV&V Sensitive Data Policy in the form of Attachment 14.

1.11 RECORDS MANAGEMENT REQUIREMENT

Upon completion of this TO Agreement the TO Contractor shall return or destroy all IV&V reports and related documents received from the State, or created or received by the TO Contractor on behalf of the State. This provision shall apply to documents that are in the possession of subcontractors or agents of the TO Contractor. The TO Contractor shall retain no copies of the IV&V reports and related documents.

1.12 IRANIAN NON-INVESTMENT

A proposal submitted by an Offeror shall be accompanied by a completed Certification Regarding Investments in Iran. A copy of this Certification is included as Attachment 15 of this TORFP.

1.13 LIVING WAGE

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

A proposal submitted by an Offeror shall be accompanied by a completed Living Wage Affidavit of Agreement. See Attachment 11 for a copy of the Living Wage Affidavit of Agreement.

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SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

DoIT is seeking proposals from CATS+ Master Contractors experienced in IT Independent Verification & Validation (IV&V) consulting. The intent of this TORFP is to make one award to an Offeror to perform a single IV&V on up to four DHMH Major Information Technology Development Projects (MITDPs) and up to 3 additional IV&Vs. The single IV&V shall be for up to four DHMH MITDP projects as follows:

1. Medicaid Long Term Services and Supports Tracking System Project (LTSS);
2. Financial Restructuring of the Developmental Disabilities Administration Project (DDA);
3. ICD-10 Remediation Project; and
4. Medicaid Enterprise Restructuring Project (MMIS/MERP);

Additional IV&V efforts may be added to the TO Agreement through the Work Order process, either in conjunction with the single IV&V (for up to four DHMH MITDPs) effort being conducted at DHMH or separately at DHMH or another State Agency. These additional IV&V engagements will be awarded by use of a Work Order process as described in section 2.12 and Attachment 16.

The purpose of the single IV&V for up to 4 DHMH MITDPs and additional three (3) IV&Vs is to assess the Agency’s project management methodology and the overall health of the projects listed above, according to the objectives listed respectively in Sections 2.5.1, 2.5.2, 2.5.3, 2.5.4, and 2.5.5. In the first phase of this IV&V, the TO Contractor shall research and develop a single written report and oral presentation of findings based on the IV&V objectives for each of the MITDP. For each of the IV&V objectives, the State of Maryland may modify objectives depending which System Development Lifecycle (SDLC) phase the MITDPs are currently in, including procurement document reviews (RFP, TORFP, etc) and SDLC documents reviews (requirements, design, testing). The resulting IV&V Findings Report deliverable shall capture overall project management disposition along with recommended solutions to deficiencies for each MITDP. Findings shall be categorized to describe project management strengths, weaknesses (including issues and risks), and any corrective actions recommended by the TO Contractor. An optional deliverable of this phase is the IV&V Corrective Action Plan (CAP). DoIT may task the TO Contractor to develop an IV&V CAP in collaboration with the Agency and DoIT.

A second, optional phase for the IV&V, if exercised by DoIT in its sole discretion, requires the TO Contractor to monitor and report on agency compliance with the CAP and provide agency assistance to support agency corrective actions. DoIT may also exercise, in its sole discretion, an optional third phase to continue monitoring agency compliance with the CAP by the TO Contractor. These and all other IV&V project deliverables are described in detail in Section 2.6.2 Deliverables, Acceptance Criteria, and Time of Performance.

DoIT will make one award recommendation for a single TO Contractor to perform this IV&V.

2.2 REQUESTING AGENCY BACKGROUND

DoIT was established with the passage of HB 362 and Senate Bill 212 and approved by Governor Martin O’Malley on April 8, 2008. 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 four elements of project management oversight including professional project management, independent verification and validation, portfolio reviews, and peer review committee.

2.3 ROLES AND RESPONSIBILITIES
The purpose of this section is to distinguish between TO Contractor and DoIT roles.

A) **TO Procurement Officer** - DoIT staff person responsible for managing the procurement process resulting in a TO Agreement for IV&V Services;

B) **TO Manager** – The TO Manager for this procurement will be the DoIT’s assigned project manager from its Project Management Support for IV&V contract. This resource will provide management services for the IV&V project. The TO Manager is responsible for overseeing all the work required under the TO Agreement for IV&V Services and approval of deliverables;

C) **TO Contractor** – The CATS+ Master Contractor awarded the TO Agreement for IV&V Services. The TO Contractor shall provide the necessary resources, personnel, and subcontractors to perform the IV&V services and meet the IV&V objectives.

D) **IV&V PM** – The TO Contractor shall assign a Project Management Institute (PMI) Certified Project Management Professional (PMP) for this IV&V. The IV&V PM shall be the primary point of contact between the TO Contractor and TO Manager.

2.4 APPROACH
The approach for these IV&Vs shall include independent research, stakeholder interviews, and the review and analyses of project processes, project files and documentation. In working with project stakeholders, the TO Contractor shall strive to minimize or avoid any adverse impact on the schedules of the target projects. The TO Contractor shall assign an IV&V PM who shall be the TO Contractor’s lead resource on each IV&V. The IV&V PM shall be certified by PMI as a Project Management Professional (PMP). The TO Contractor shall provide the deliverables as described in Section 2.6.2 Deliverables, Acceptance Criteria, and Time of Performance.

In executing the IV&V and developing IV&V deliverables, the TO Contractor shall apply recognized project management best practices and industry standards according to 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 technical feasibility of an IT solution is required, the TO Contractor shall apply the Software Engineering Institute’s Capability Maturity Model Integration or other recognized industry standard.

The Master Contractor shall demonstrate that it is capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The Master Contractor shall have expertise available in-house or through fostered strategic alliances with other firms for providing such services.

Furthermore, the Master Contractor shall demonstrate the capacity and capability of simultaneously performing the IV&V for DHMH for all four MITDP as well as one optional standard IV&V at the same time.
2.5 OBJECTIVES OF THE IV&V

The TO Contractor shall assess DHMH’s project management methodology and the overall health of the Agency’s MITDPs, focusing on:

A) Project management processes consistent with: 1) The project management knowledge areas described in the PMBOK with emphasis on Time, Scope, Cost, and Risk Management and 2) Application of Maryland’s SDLC methodology;

B) Capability of the project managers, or designees, to report accurately on project financials, including total project costs associated with satisfying the phases of the SDLC;

C) Project governance, meaning the extent to which the agency has effectively: 1) Defined organizational structures and processes for project governance; 2) Defined roles, responsibilities and expectations among all internal and external stakeholders; 3) Implemented an appropriate flow of project information and communication among stakeholders; 4) Instituted a process for review and response to project risk and issues, including escalation to the executive sponsor; 5) Established an effective change control process for controlling scope, schedule and cost; and 6) Instituted a process for executive approvals (for example, sign-off on SDLC documents) at appropriate project milestones;

D) Schedule feasibility of the projects as it relates to project schedule, project constraints and integration of contractor managed activities and agency managed activities to deliver a system within the proposed timeframe.

The MITDPs to be included in this assessment are detailed in Sections 2.5.1, 2.5.2, 2.5.3, and/or 2.5.4.

2.5.1 Medicaid Long Term Services and Supports Tracking System (LTSS) Project

2.5.1.1 Project Description

Maryland Medicaid is currently working with a vendor on crucial Long Term Care reform projects that when implemented will increase Federal matching funds (FMAP) by over $140M. Specifically, Maryland is implementing a tracking system (Long Term Supports and Services, (LTSS)), a standardized assessment instrument (interRAI-HC), and an In-Home services verification system (ISAS). LTSS is an integrated care management tracking system that houses real-time medical and service information regarding Medicaid participants. With new federal guidelines for enhanced FMAP, Medicaid needed to develop a robust integrated tracking system that would house participant medical information and contain detailed assessments. interRAI-HC is a structural change required for enhanced funding from Center for Medicaid Services (CMS) and serves as a Standardized Assessment for determining eligibility for services. Medicaid identified the interRAI-HC as the only validated tool that meets federal requirements as well as the program’s needs. Maryland’s proposal to use interRAI- HC was approved by CMS and the state was awarded $106 million. ISAS is an in-home services verification system that uses the LTSS to guarantee greater accountability in billing for in-home service providers and quality care for Medicaid participants. To meet the required deadlines to retain our FMAP, the Department has been working with a vendor since January 2012 to develop this system.

2.5.1.2 Project IT Solution

The solution will include analysis, design, development and implementation of a LTSS system using the Department’s current tracking systems. A go live date of January 28, 2013 for LTSS and interRAI was attained. We linked In-home Services Verification System (ISAS) in June 2013, and
we are scheduled to link Community First Choice (CFC) in January 2014, and all other modules in 2013-2015 as scheduled.

The technical solution for LTSS is designed and architected with the following key considerations:

- Architecture and data structure flexibility to handle dynamic changes to business process workflows
- Roles and permissions based security to allow flexibility to customize access for each specific user type
- Easy to use system navigation and rich user interface that can be supported on tablets
- Section 508 compliance for accessibility
- Use of the modern web technology to support advanced requirements such as offline use of module
- HIPAA compliant solution to ensure health information security and privacy

The technical architecture is chosen based on the initial assessment of the current tracking systems as well as understanding of the business needs. This architecture utilizes proven industry best practices and the adoption of the latest application development technologies:

- Visual Studio 2010 with .NET Framework 4.0 with C# programming language
- Microsoft Windows 2008R2 with IIS7 as the web server
- ASP.NET MVC with HTML5, JQuery and 3rd party libraries (e.g. KendoUI) for the rich user interface
- Domain Driven Design (DDD) architecture pattern
- Microsoft Windows Communication Foundation (WCF) for the services layer
- Microsoft SQL Server 2008R2 as the analytics and external interface database
- Microsoft SQL Server Reporting Service (SSRS) for dashboard and reporting
- RavenDB document database for the domain objects persistence
- Active Directory Federation Services (AD FS) 2.0 for Identity Management
- Secure HTTP (HTTPS) internet protocol for ensuring information security
- Secure FTP or secured web services for external system integration such as MMIS
- eXtended Markup Language (XML) and XML Schema Definition (XSD) for external data exchange
- Microsoft Team Foundation Server (TFS) 2010 for change and version tracking
- Microsoft Sharepoint 2010 for document sharing and collaboration
- Microsoft Office 2010 for the deliverables or supporting documents, spreadsheets or presentations

2.5.1.3 Project Status (updated status to be provided upon IV&V NTP)

The LTSS project involves the design and implementation of an integrated care management tracking system that houses real-time medical and service information regarding Medicaid participants. The scope of work for the development and delivery of the LTSS system was determined by the functionality necessary to meet the federal Balancing Incentive Program (BIP) and Community First Choice (CFC) program requirements. The system consists of three major components: a base tracking system (LTSS); a standardized assessment instrument (inter-RAI); and an in-home services verification system (ISAS). The project team successfully implemented the LTSS and interRAI-HC components of the system in January 2013, and completed system testing and user training for these components. The implementation of the ISAS component is currently underway. The project is being completed using an iterative approach, and future work effort will be focused on the requirements definition and development of a number of smaller
modules necessary to meet BIP and CFC federal program requirements. These smaller modules are due at various times throughout Fiscal Year 2014.

2.5.1.4 Project Stakeholders

Project stakeholders include:

A) Medicaid program participants
B) Medicaid program providers
C) DHMH
D) DBM
E) DoIT
F) Maryland Department of Aging (MDOA)
G) Area Agencies on Aging (AAAs)
H) Maryland Department of Disabilities (MDOD)
I) Centers for Medicare and Medicaid Services (CMS)

2.5.1.5 Interviews

The TO Contractor shall interview relevant parties as part of the IV&V, including:

A) DHMH Executive Sponsor;
B) DHMH Project Manager;
C) DHMH Chief Information Officer;
D) DHMH Chief Financial Officer;
E) The Contractor’s Project Manager;
F) Individuals identified post-NTP by DHMH, e.g., during the IV&V Kick-off meeting; and
G) Other individuals identified independently by the TO Contractor during the IV&V.

2.5.2 Financial Restructuring of the Developmental Disabilities Administration (DDA) Project

2.5.2.1 Project Description

DHMH and the DDA have selected a contractor to obtain financial re-engineering services from the standpoint of improving both business processes and provide a recommendation for a new financial platform. DDA has issued a contract, which requires a detailed analysis and recommendations in accordance with the RFP’s three phases pursuant to which the contractor will: 1) map and analyze DDA’s current ‘As-Is’ business/financial processes, financial platform (PCIS2); 2) provide recommendations for improving business rules, financial processes, & modification/replacement of PCIS2; and 3) draft a full set of requirements specifications to support the formal solicitation of the modification/replacement of PCIS2.

2.5.2.2 Project IT Solution

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

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

Phase Three: The DHMH contractor shall draft a full set of requirements specifications to support the development of a formal solicitation for the modification / replacement of the PCIS2 system.

2.5.2.3 Project Status (updated status to be provided upon IV&V NTP)

This project is focused on financial re-engineering services for the DDA, and involves the analysis and reengineering of business processes, as well as an assessment and possible replacement of the existing financial platform (PCIS2). The project is currently in the Requirements Analysis phase of the State’s SDLC. The first phase of the project, which focused on the documentation of As-Is business processes, was completed in May 2013. The second phase, documentation of the To-Be business processes, started in June 2013. The third phase is scheduled to begin in November 2013, and will focus on the development of a full set of requirements, based on the outcomes of the requirements analysis. Depending on the recommendations provided in the first phase of the project, a subsequent RFP may be issued for the modification or replacement of the PCIS2 system.

2.5.2.4 Project Stakeholders

Project stakeholders include:

A) Department of Health & Mental Hygiene (DHMH)
B) State Medicaid
C) Department of Budget and Management (DBM)
D) Various Advocacy Groups
E) DDA Provider Community

2.5.2.5 Interviews

The TO Contractor shall interview relevant parties as part of the IV&V to include:

A) DHMH Executive Sponsor;
B) DHMH Project Manager;
C) DHMH Chief Information Officer;
D) DHMH Chief Financial Officer;
E) The Contractor’s Project Manager;
F) Individuals identified post-NTP by DHMH, e.g., during the IV&V Kick-off meeting; and
G) Other individuals identified independently by the TO Contractor during the IV&V.
2.5.3 ICD-10 Remediation

2.5.3.1 Project Description

The ICD-10 remediation project will be managed under the Medicaid Enterprise Restructuring Project (MERP). The U.S. Department of Health and Human Services (HHS) announced a final rule that will facilitate the United States’ ongoing transition to an electronic health care environment through adoption of a new generation of diagnosis and procedure codes. The final rules mandated that everyone covered by the Health Insurance Portability and Accountability Act (HIPAA) must implement ICD-10 for medical coding on October 1, 2013. DHMH’s Medicaid Management Information System (MMIS) must attain system enhancements that will allow for the conversion from ICD-9 codes to ICD-10. To meet October 2013 compliance DHMH will remediate the legacy MMIS to be ICD-10 compliant by utilizing the Centers for Medicare & Medicaid Services (CMS) General Equivalency Mappings (GEMs) to convert ICD-10 codes to ICD-9 codes. DHMH has determined that this approach would be the most economical method by using the GEMs crosswalk to minimize changes to the legacy MMIS. ICD-10 will be required for certain interfaces, and submitted ICD-10 code values will have to be available to communicate with providers and stakeholders; however, the intent is to use the crosswalked ICD-9 code values within the legacy MMIS claims, encounters, and preauthorization processes and policies. The full implementation of ICD-10 will be handled in the new MMIS that will be structurally designed to fully incorporate ICD-10.

2.5.3.2 Project IT Solution

The solution will include analysis, design, development and implementation of a crosswalk from the currently used ICD 9 codes to the required ICD 10 codes. This will meet the time factor of October 1, 2013 required by HHS.

2.5.3.3 Project Status (updated status to be provided upon IV&V NTP)

The U.S. Department of Health and Human Services (HHS) announced a final rule that will facilitate the United States’ ongoing transition to an electronic health care environment through adoption of a new generation of diagnosis and procedure codes. The final rules mandated that everyone covered by the Health Insurance Portability and Accountability Act (HIPAA) must implement ICD-10 for medical coding on October 1, 2014. The ICD-10 Remediation project involves a series of system enhancements that will allow for the conversion of ICD-9 codes to ICD-10 in DHMH’s existing Medicaid Management Information System (MMIS) by the October 2014 deadline. The project is currently in the Development phase of the State’s SDLC, and system testing began in August 2013.

2.5.3.4 Project Stakeholders

Project stakeholders include:
A) Medicaid program recipients
B) Medicaid program providers and managed care organizations
C) DHMH
D) DHR
E) DBM
F) DoIT
G) Maryland Department of Aging
H) Maryland Department of Disabilities
I) Centers for Medicare and Medicaid Services (CMS)
2.5.3.5 Interviews

The TO Contractor shall interview relevant parties as part of the IV&V to include:

A) DHMH Executive Sponsor;
B) DHMH Project Manager;
C) DHMH Chief Information Officer;
D) DHMH Chief Financial Officer;
E) The Contractor’s Project Manager;
F) At least one representative from the entities listed in Section 2.7.5, Parts D-E above;
G) Individuals identified post-NTP by DHMH, e.g., during the IV&V Kick-off meeting; and
Other individuals identified independently by the TO Contractor during the IV&V.

2.5.4 Medicaid Enterprise Restructuring Project (MMIS/MERP)

2.5.4.1 Project Description

DHMH assessed the Maryland MMIS and Medicaid processes and developed a transition plan to align with the federally mandated Medicaid Information Technology Architecture (MITA) requirements. The new system will modernize existing system functions and significantly enhance the goals of the Medicaid Management Information System, ensuring that eligible individuals receive the health care benefits to which they are entitled and that providers are reimbursed promptly and efficiently. DHMH intends to replace its legacy MMIS claims processing system with a new MMIS system that will include imaging and workflow management and Fiscal Agent Services. In addition to processing claims, the new MMIS system will support coordination of benefits, surveillance and utilization review, federal and administrative reporting, and case management.

In conjunction with the MMIS replacement, DHMH intends to add a Decision Support System (DSS), implement a Service Oriented Architecture (SOA) Integration Framework to provide a platform for the system that will enable better interoperability with existing legacy and stove-piped applications, and develop an eligibility portal that will include automated and integrated eligibility processing, thus improving care and recipient management throughout the Medicaid Enterprise. This will be a multiple phased development project.

2.5.4.2 IT Solution

DHMH is seeking a contractor to develop and implement new MMIS system. The MMIS solution will include analysis, design, development and implementation of an integrated, thin-client, web enabled system that has the scalability and performance capability to serve the present and future needs of DHMH. The new system will, to the greatest extent possible, be compatible with DHMH and Maryland DoIT information technology standards, including, but not limited to, project management, configuration management, version control, and hardware and software standards. The new system will meet published and ratified Medicaid Information Technical Architecture (MITA) standards and interface with internal & external systems and sub-systems. Details regarding hardware, software and specific technologies are not known at this time.

2.5.4.3 Project Status (updated status to be provided upon IV&V NTP)

The MERP project involves the replacement of its legacy MMIS claims processing system with a new MMIS system that will include claims processing, coordination of benefits, surveillance and utilization review, federal and management reporting, case management, and imaging and workflow management. The new MMIS is expected to improve overall care and recipient...
management throughout the Medicaid enterprise. DHMH assessed its current MMIS and Medicaid processes, and developed a transition plan to align with the federally-mandated Medicaid Information Technology Architecture (MITA) requirements. Validation of functional requirements was completed in fall of 2012, and system requirements documentation is in the final stages. The project is currently in the Design phase of the State’s SDLC process, with current efforts focused on the finalization of system design documentation before the project moves into the Development phase.

2.5.4.4 Project Stakeholders
A) Medicaid program recipients
B) Medicaid program providers and managed care organizations
C) DHMH
D) DHR
E) DBM
F) DoIT
G) Maryland Department of Aging
H) DPSCS
I) Department of Housing and Community Development
J) Maryland Department of Disabilities
K) MSDE
L) Governor’s Office of Crime Control & Prevention
M) Centers for Medicare and Medicaid Services (CMS)

2.5.4.5 Interviews
The TO Contractor shall interview relevant parties as part of the IV&V to include:
A) DHMH Executive Sponsor;
B) DHMH Project Manager;
C) DHMH Chief Information Officer;
D) DHMH Chief Financial Officer;
E) The Contractor’s Project Manager;
F) Individuals identified post-NTP by DHMH, e.g., during the IV&V Kick-off meeting; and
Other individuals identified independently by the TO Contractor during the IV&V.

2.5.5 IV&V 2-4 – Additional IV&Vs #F50XXX, #F50XXX, #F50XXX

2.5.5.1 Objectives of the IV&V
The TO Contractor shall perform additional IV&Vs (either Standard IV&V or non-Standard IV&V) which may focus on either fixed objectives for a Standard IV&V or other objectives as defined in the Work Order for a non-Standard IV&V. All work for additional, optional IV&Vs will be initiated using Work Order process defined in Section 2.12.

Standard IV&V: The TO Contractor may be requested to perform a Standard IV&V. A Standard IV&V is an assessment of an MITDP on four (4) assessment areas which may include any of six (6) areas listed below. The deliverables for the Standard IV&V are the same as those listed in Section 2.6.2. Cost for Standard IV&V will be based on Standard IV&V cost defined in Attachment 1A.
i. Project management processes consistent with any of the nine project management knowledge areas described in the PMBOK. DoIT will provide up to five PMBOK areas, including Scope Management, Time Management, Cost Management, Quality Management, Human Resource Management, Communications Management, Risk Management, Integration Management, Procurement Management;

ii. Application of Maryland’s SDLC methodology at the appropriate phase of project;

iii. Capability of the agency’s project manager, or designee, to report accurately on project financials, including total project costs associated with satisfying the phases of the SDLC;

iv. Project governance meaning the extent to which the agency has effectively: 1) Defined organizational structures and processes for project governance; 2) Defined roles, responsibilities and expectations among all internal and external stakeholders; 3) Implemented an appropriate flow of project information and communication among stakeholders; 4) Instituted a process for review and response to project risk and issues, including escalation to the executive sponsor; and 5) Instituted a process for executive approvals (for example, sign-off on SDLC documents) at appropriate project milestones;

v. Feasibility of the IT solution (Technical, Schedule, Operational or Economical); or

vi. Other assessment/objectives areas tailored to specific project circumstances.

**Non-Standard IV&V:** The TO Contractor may also be requested to perform a non-Standard IV&V where the deliverables are tailored to IV&V assessment and defined as part of the Work Order process. Cost for non-Standard IV&V will be based on proposed labor category rates defined in Attachment 1A and response to Work Order as defined in Section 2.12.

### 2.5.5.2 Project Description

The purpose of requesting these additional and optional IV&V is to allow DoIT to quickly respond to an unforeseen need to quickly assess the health of a project. The project description for the IV&V assessment to be performed will be provided to the IV&V Contractor as part of the Work Order process. DoIT will work with IV&V Contractor to coordinate IV&V (Standard or non-Standard) assessment activities and issue an NTP upon approval of the Work Order.

### 2.5.5.3 Project IT Solution

The project IT solution will be provided to the IV&V Contractor prior to NTP by DoIT as part of the Work Order for all additional IV&Vs. The information may come in the form of an ITPR, SDLC artifact or other project documentation as needed to provide IV&V Contractor with necessary information to perform IV&V.

### 2.5.5.4 Project Status (updated status to be provided upon IV&V NTP)

The project status will be provided to the IV&V Contractor as part of the Work Order process.

### 2.5.5.5 Project Stakeholders

Individuals identified as part of the Work Order process.
2.5.5.6 Interviews
Individuals identified as part of the Work Order process by DoIT will be provided to IV&V Contractor. Potential interviewees may include:
A) Executive Sponsor;
B) Agency Project Manager;
C) Agency Chief Information Officer;
D) Agency Chief Financial Officer;
E) Contractor’s Project Manager;
F) Individuals identified post-NTP by DoIT or Agency during the IV&V Kick-off meeting; and
G) Other interviewees specific to project circumstances.

2.5.5.7 IV&V Deliverables
Deliverables and acceptance criteria shall be defined as part of the Work Order process. For Standard IV&Vs, those deliverables will be the same as in Section 2.6.2. For non-Standard IV&Vs, those will be spelled out in the Work Order Form (Attachment 16).

2.6 DELIVERABLES

2.6.1 DELIVERABLE SUBMISSION PROCESS
For each written deliverable, draft and final, the TO Contractor shall complete and submit to the TO Manager an advanced draft and final electronic copy compatible with Microsoft Office 2003. With each final deliverable, the TO Contractor shall submit a Deliverable Product Acceptance Form (DPAF) included as Attachment 8.

Written deliverables defined as draft documents shall demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but shall:
A) Be presented in a format appropriate for the subject matter and depth of discussion.
B) Be organized in a manner that presents a logical flow of the deliverable’s content.
C) Represent factual information reasonably expected to have been known at the time of submittal.
D) Present information that is relevant to the Section of the deliverable being discussed.
E) Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.
F) Be delivered to the TO Manager 3 to 5 days in advance of due date listed below.

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in a Deliverable Product Acceptance Form (Attachment 8). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager, or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State’s issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for
acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Section 2.14 Invoicing).

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2.6.2 DELIVERABLE DESCRIPTIONS, ACCEPTANCE CRITERIA, AND TIME OF PERFORMANCE

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

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.

The required deliverables and required time frames for completion based on NTP are defined in the table below. Deliverables may be submitted earlier than indicated, with the written approval of the TO Manager.

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-working day for the State shall be due the next working day. TO Contractor will work to meet Time of Performance and proactively manage project to avoid unexpected delays to deliverables. Issues with meeting Time of Performance should be raised to TO Manager at least two weeks prior to due date of deliverables for resolution. For all Findings Reports, Corrective Action Plans, and Presentations, due to the sensitive nature of the material, deliverables shall not be sent via e-mail. TO Contractor and all its personnel assigned to the project shall sign and comply with Attachment 14 – IV&V Sensitive Data Policy prior to NTP.

Note: This is the Standard TO Phase I deliverables.

<table>
<thead>
<tr>
<th>ID</th>
<th>Deliverables – TO Phase I – Project Assessment</th>
<th>Deliverable Acceptance Criteria</th>
<th>Time of Performance (NTP + Calendar Days)</th>
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<tr>
<td>2.6.2.1</td>
<td><strong>IV&amp;V Project Kick-Off Meeting</strong> - 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 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 Manager.</td>
<td>• Meeting agenda in Microsoft Word&lt;br&gt;• Sign-in sheet for IV&amp;V kick-off participant in Microsoft Word&lt;br&gt;• Presentation material in MS Power Point shall discuss, at a minimum, the following:&lt;br&gt;o Roles &amp; Responsibilities&lt;br&gt;o IV&amp;V Processes&lt;br&gt;o IV&amp;V Methodology&lt;br&gt;o IV&amp;V Objectives&lt;br&gt;o IV&amp;V Schedule&lt;br&gt;o Documentation Needs&lt;br&gt;• Concise, oral presentation delivered in person by the TO Contractor.&lt;br&gt;• Artifact will comply with PMI Methodology where applicable</td>
<td>21 Calendar Days</td>
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<td>ID</td>
<td>Deliverables – TO Phase I – Project Assessment</td>
<td>Deliverable Acceptance Criteria</td>
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| 2.6.2.2| **IV&V Project Management Plan** – This plan shall be a Microsoft Word document submitted via e-mail attachment. Once the TO Manager accepts the IV&V Project Management Plan deliverable, it will become the baseline to gauge variances and TO Contractor performance. The Word document shall contain or be accompanied by a Microsoft Project file that is a Gantt chart schedule of tasks and time frames for all IV&V deliverables. The TO Contractor shall provide a draft copy of the IV&V Project Status Report (Deliverable 2.6.2.3) with the IV&V Project Management Plan. The TO Contractor shall relegate the IV&V Project Status Reports and Gantt chart to a separate part of the document for clarity. The TO Contractor shall update the Gantt chart as needed on a bi-weekly basis and submit it with IV&V Project Status Reports (See Deliverable 2.6.2.3, Deliverable Acceptance Criteria). | • Project Management Plan in Microsoft Word shall contain, at a minimum, the following:  
  o Description of background, purpose, and approach consistent with the IV&V SOW and the TO Contractor’s Proposal  
  o Include a Microsoft Project file that is a Gantt chart schedule of tasks and time frames for all IV&V deliverables  
  o Draft copy of the IV&V Project Status Report  
  • Artifact will comply with PMI Methodology where applicable | 28 Calendar Days |
| 2.6.2.3| **IV&V Project Status Reports** – These reports shall be Microsoft Word documents submitted bi-weekly via e-mail attachment with “IV&V Status Report” in the e-mail subject line. The reports shall detail the IV&V activities and progress for comparison against the IV&V Project Management Plan (Deliverable 2.6.2.2). Reports shall be submitted in conjunction with bi-weekly IV&V status discussions with the TO Manager. Note: The DPAF for this deliverable should be submitted when the last IV&V Project Status Report is submitted. | • Reports in Microsoft Word shall contain, at a minimum, the following elements:  
  o Purchase Order Number and the reporting period information  
  o Table listing all project deliverables and indicating percent complete for each  
  o List of tasks accomplished during the reporting period  
  o List of tasks planned for the next reporting period  
  o Section describing any IV&V project issues and risks, probability, potential impacts on the project schedule, scope, and cost  
  o Microsoft Project file (imbedded or attached) from IV&V PMP, updated reflect IV&V tasks and status. | 28 Calendar Days for the first report and bi-weekly thereafter up until completion of Deliverable 2.6.2.6 at end of TO Phase I |
**Note:** This is the Standard TO Phase I deliverables.

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<th>ID</th>
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<th>Deliverable Acceptance Criteria</th>
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| 2.6.2.4 | **IV&V Draft Findings Report** – This report shall be a Microsoft Word document 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 Manager. No iterations of this report shall be sent via email. Findings identified shall be grouped into risk categories (i.e. Objectives, Sponsorship, Funding, Resource Availability, Interdependencies, Technical, User Interface, Organizational Culture, Supportability, Implementation, Flexibility, Others). Risk categories will be provided by DoIT. For negative findings, the report shall contain a table describing the deficiencies as “Improvement Opportunities” with corresponding risk categorization, probabilities, impacts, priority and recommended corrective actions for implementation by the agency. The table shall be organized according to the IV&V objectives with the findings and recommendations prioritized as high, medium, or low. | • Draft Report in Microsoft Word shall contain, at a minimum, the following elements:  
  o One-page executive summary section for each project that provides a concise overview of high priority findings and recommendations organized by IV&V Objectives.  
  o Description of the methodology used to perform the IV&V  
  o A section describing any findings and risks which are in common for two or more projects.  
  o Detail section with detailed positive and negative IV&V findings, organized according to the IV&V objectives for each project.  
  o Findings classified by risk categories for each project. Risk categories will be provided by DoIT  
  o Table describing the deficiencies with corresponding risk categorization, probabilities, impacts, priority and corrective actions for each project.  
  • Report shall address the project processes and project artifacts  
  • Artifact will comply with PMI Methodology where applicable | 80 Calendar Days |
| 2.6.2.5 | **IV&V Findings: Internal Presentation to DoIT** – This internal presentation to DoIT shall be a Microsoft PowerPoint document 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 Manager. No iterations of this presentation shall be sent via email. For each project, the presentation shall address the project processes and project artifacts. | • Presentation material in MS Power Point shall discuss, at a minimum, the following for each project:  
  o IV&V Objectives  
  o Methodology | 91 Calendar Days |
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<th>Deliverables – TO Phase I – Project Assessment</th>
<th>Deliverable Acceptance Criteria</th>
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<td>agreed by TO Manager. No iterations of this report shall be sent via email. The presentation shall be orally</td>
<td>o Summary Major Findings</td>
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<td>presented in person by the TO Contractor to DoIT and shall describe the IV&amp;V findings and recommendations</td>
<td>o Detail Findings</td>
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<td>consistent with the IV&amp;V Draft Findings Report.</td>
<td>o Recommendations including CAP recommendation</td>
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<td>• Concise, oral presentation delivered in person by the TO Contractor within 2.5 hour duration</td>
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<td>and at appropriate level for DoIT executive management.</td>
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<td>• Artifact will comply with PMI Methodology where applicable</td>
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<td>2.6.2.6</td>
<td><strong>IV&amp;V Final Findings Report</strong> – This report is the finalized version of Deliverable 2.6.2.4, updated by the TO</td>
<td>Final Report in Microsoft Word shall contain, at a minimum, the following elements:</td>
<td>105 Calendar Days</td>
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<td>Contractor based on feedback received from the TO Manager on Deliverables 2.6.2.4 and 2.6.2.5. This report</td>
<td>o Updates to Findings as appropriate</td>
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<td>shall be a Microsoft Word document submitted via secure communication. Secure communication can be in the</td>
<td>o Update with additional information / clarification as requested by DoIT</td>
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<td>form of a password protected SharePoint site, FedEx CD, or other secure communication as agreed by TO</td>
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<td>Manager. No iterations of this report shall be sent via email. The TO Contractor will make themselves</td>
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<td>available for a phone discussions with the Agency to answer any questions or clarify points made in the IV&amp;V</td>
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<td>Final Findings Report.</td>
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<td>• Artifact will comply with PMI Methodology where applicable</td>
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<td>2.6.2.7</td>
<td><strong>IV&amp;V Findings: Agency Presentation</strong> – This presentation is the finalized version of Deliverable 2.6.2.5,</td>
<td>Presentation material in MS Power Point shall discuss, at a minimum, the following for each</td>
<td>110 Calendar Days</td>
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<td>updated to be consistent with the IV&amp;V Final Findings Report. Both DoIT and the agency shall be present for</td>
<td>project:</td>
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<td>this presentation. This presentation shall be a Microsoft PowerPoint document submitted via secure</td>
<td>o Included updates to findings and project status as appropriate</td>
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<td>communication. Secure communication can be in the form of a password protected SharePoint site, FedEx CD, or</td>
<td>o Update with additional information / clarification as requested by DoIT</td>
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<td>other secure communication as agreed by TO Manager. No iterations of this report shall be sent via email.</td>
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<td>• Concise, oral presentation delivered in person by the TO Contractor within 2.4 hour duration</td>
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<td>and at appropriate level for Agency executive management.</td>
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<td>Deliverables – TO Phase I – Project Assessment</td>
<td>Deliverable Acceptance Criteria</td>
<td>Time of Performance (NTP + Calendar Days)</td>
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| 2.6.2.8 | Note: This deliverable is optional at the sole discretion of DoIT. The decision to exercise this option will be made between Deliverables 2.6.2.5 and 2.6.2.7. DoIT will notify the TO Contractor in writing if the option is exercised. IV&V Corrective Action Plan (CAP) – This plan shall be a Microsoft Word document 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 Manager. No iterations of this report shall be sent via email. The TO Contractor shall obtain and incorporate input from the agency in the plan as needed through one or more meeting(s) to formalize a plan. DoIT will facilitate the CAP development by scheduling a meeting or meetings with the Agency. | • Corrective Action Plan in Microsoft Word shall contain, at a minimum, the following elements for each selected project:  
  o Table of deficiencies and recommended corrective actions from the IV&V Final Findings Report (Deliverable 2.6.2.6);  
  o Break down of planned agency tasks and time frames to implement each recommended corrective action; and  
  o Break down of proposed TO Contractor tasks and time frames for providing IV&V Assistance will be provided.  
• Artifact will comply with PMI Methodology where applicable | 133 Calendar Days |

Note: TO Phase II is optional at the sole discretion of DoIT. TO Contractor will be notified if option is exercised by DoIT.

<table>
<thead>
<tr>
<th>ID</th>
<th>Deliverables – TO Phase II – Agency Corrective Actions</th>
<th>Deliverable Acceptance Criteria</th>
<th>Time of Performance (NTP + Calendar Days)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.6.2.9 (a)</td>
<td>IV&amp;V Phase II Assistance* – The TO Contractor shall provide either 48 (a), 96 (b), 144 (c), or 192 (d) hours of assistance to the agency toward implementing corrective actions identified in the CAP (Deliverable 2.6.2.8). Decision for the hours will be determined at CAP planning meeting(s). Updates to the proposed TO Contractor tasks and time frames for providing assistance shall be provided as an updated Deliverable 2.6.2.8, Part C.</td>
<td>• Tracking of hours for reporting purposes. Final hours expended shall be added to final Deliverable 2.6.2.10.c CAP Updates.</td>
<td>The time of performance for this deliverable shall occur between acceptance of Deliverable 2.6.2.8 (IV&amp;V CAP) and acceptance of Deliverable 2.6.2.11 (IV&amp;V Phase II CAP Presentation)</td>
</tr>
</tbody>
</table>
coaching or mentoring on project management best practices, or other corrective action support tasks agreed to by the agency.

| 2.6.2.10(a) | IV&V Phase II CAP Updates (3) - These three reports shall be delivered consecutively as Microsoft Word documents 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 Manager. No iterations of this report shall be sent via email. The reports are cumulative and shall be updated versions of the IV&V CAP (Deliverable 2.6.2.8) based on reviews of project artifacts. The TO Contractor shall be required to monitor agency progress accordingly and review necessary documents as part of CAP updates. | CAP Updates in Microsoft Word shall contain, at a minimum, the following elements for each selected project
- Updates to the CAP Plan based on reviews of project artifacts. Updated information in the reports shall describe agency progress against the IV&V CAP.
- Third IV&V Phase II CAP Update (Deliverable 2.6.2.10c) shall include table listing hours spent during CAP phase and a recommendation on whether TO Phase III is warranted due to critical, incomplete corrective actions. | 161 Calendar Days 189 Calendar Days 217 Calendar Days |

| 2.6.2.10(b) |  |  |

| 2.6.2.10(c) |  |  |

| 2.6.2.11 | IV&V Phase II CAP Presentation – This presentation shall be a Microsoft PowerPoint document 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 Manager. No iterations of this report shall be sent via email. This presentation shall be printed in sufficient color hard copies for a DoIT and agency audience. | Presentation material in MS Power Point shall discuss, at a minimum, the following for each selected project
- An overview of the third IV&V Phase II CAP Update (Deliverable 2.6.2.10c).
- Included updates to project status and risk profile based on CAP Assistance and progress during CAP
- Concise, oral presentation delivered in person by the TO Contractor within 1 hour duration at agency and at appropriate level for Agency executive management.
- Artifact will comply with PMI Methodology where applicable | 224 Calendar Days |

Note: TO Phase III is optional and at the sole discretion of DoIT.

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</thead>
<tbody>
<tr>
<td>2.6.2.12</td>
<td>IV&amp;V Phase III Assistance* – The TO Contractor shall provide</td>
<td>Tracking of hours for reporting purposes.</td>
<td>The time of performance</td>
</tr>
</tbody>
</table>
48 hours of assistance to the agency toward implementing incomplete corrective actions identified in the third IV&V Phase II CAP Update (Deliverable 2.6.2.10c).

Updates to the proposed TO Contractor tasks and time frames for providing assistance shall be provided as an updated Deliverable 2.6.2.8, Part C.

* Assistance may be on or off-site as determined by the TO Manager, and may include but not be limited to technical assistance, SDLC documentation writing / editing, training or mentoring on project management best practices, or other corrective action support tasks agreed to by the agency.

| 2.6.2.13a | IV&V Phase III CAP Updates (3) - These three reports shall be delivered consecutively as Microsoft Word documents 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 Manager. No iterations of this report shall be sent via email. The reports are cumulative and shall be updated versions of the third IV&V Phase II CAP Update (Deliverable 2.6.2.10c) based on reviews of project artifacts. Updated information in the reports shall describe agency progress against the IV&V CAP. The TO Contractor shall be required to monitor agency progress accordingly and review necessary documents as part of CAP updates. |
| 2.6.2.13b | • CAP Updates in Microsoft Word shall contain, at a minimum, the following elements:
  o Updates to the CAP Plan based on reviews of project artifacts. Updated information in the reports shall describe agency progress against the IV&V CAP.
  • Artifact will comply with PMI Methodology where applicable |
| 2.6.2.13c | 252 Calendar Days 280 Calendar Days 308 Calendar Days |

| 2.6.2.14 | IV&V Phase III CAP Presentation – This presentation shall be a Microsoft PowerPoint document 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 Manager. No iterations of this report shall be sent via email. This presentation shall be printed in sufficient color hard copies for a DoIT and agency audience. |
| 2.6.2.14 | • Presentation material in MS Power Point shall discuss, at a minimum, the following:
  o An overview of the final IV&V Phase III CAP Update (Deliverable 2.6.2.13c).
  o Included updates to project status and risk profile based on CAP Assistance and progress during CAP
  • Concise, oral presentation delivered in person by the TO Contractor within 1 hour duration at agency and at appropriate level for Agency executive management. |
<p>| | 315 Calendar Days |</p>
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<td></td>
<td>• Artifact will comply with PMI Methodology where applicable</td>
</tr>
</tbody>
</table>

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2.7 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

For this IV&V, the TO Contractor shall keep itself informed of and comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects applicable to its activities and obligations under the TO Agreement, as those laws, policies, standards, and guidelines may be amended from time to time. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution and it shall obtain and maintain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under the TO Agreement. The following policies, guidelines and methodologies can be found at http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx under “Policies and Guidance.” These may include, but are not limited to:

- The State’s SDLC methodology
- The State Information Technology Security Policy and Standards
- The State Information Technology Project Oversight
- The State of Maryland Enterprise Architecture
- Department of Information Technology Records Retention and Disposal Schedule
- The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute’s Project Management Body of Knowledge Guide (including the nine knowledge areas). TO Contractor’s staff and subcontractors are to follow a consistent methodology for all TO activities.

2.8 TO CONTRACTOR MINIMUM QUALIFICATIONS

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

The Master Contractor (not including sub-contractors) shall meet the following minimum qualifications:

1. At least 3 years of demonstrated experience providing IV&V consulting to commercial or government entities similar in size to the MD Department of Health and Mental Hygiene.

The Master Contractor’s team (including sub-contractors) shall meet the following minimum qualification:

1. Demonstrated experience of at least one engagement shall be with a medical or government medical program such as Medicaid, Medicare or state equivalent.

2.9 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS

1. A PMI certified PMP shall be designated and assigned by the TO Contractor to serve as the IV&V Project Manager. The PMI certified PMP shall have three years of experience performing IV&V or equivalent quality assurance work on IT development projects comparable in scope to the applicable project(s) described in Section 2.5.

2. The proposed resources to perform the DHMH IV&V shall have demonstrated a combined total of 6 years IV&V or project management experience with government medical systems such as Medicaid or Medicare or similar systems at the state level.
2.10 INVOICING
Following the submission of each completed deliverable, the TO Contractor shall separately submit a DPAF, provided as Attachment 8, to the TO Manager. DPAFs shall be submitted as MS Word documents by email. Following the return of the executed DPAF indicating “Accepted” and signed by the TO Manager, the TO Contractor shall submit an invoice for the deliverable in accordance with the procedures in Section 2.10.1. The invoice shall be accompanied by a copy of the executed DPAF or payment shall be withheld.

Payment will only be made upon completion and acceptance of the deliverables defined in Section 2.6. Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract.

2.10.1 INVOICE SUBMISSION PROCEDURE
This procedure consists of the following requirements and steps:
A) The invoice shall identify the DoIT Project Management Office as the TO Requesting Agency and contain the deliverable identification number and description, associated TO Agreement number, date of invoice, invoice dollar amount consistent with the Price Proposal Form (Attachment 1A or B), the TO Contractor’s Federal Employer Identification Number, and a point of contact with telephone number.
B) The TO Contractor shall send the original of each invoice along with a copy of the executed DPAF for each deliverable being invoiced. Invoices shall be submitted for payment to DoIT by email at the following address: doitfiscal.invoiceservice@maryland.gov
C) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.11 MBE PARTICIPATION REPORTS
Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS+ Master Contract by the 15th day of each month. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to DoIT. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to DoIT. DoIT will monitor both the TO Contractor’s efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the MBE Officer and TO Manager.

2.12 Work Order Process
A) Services for additional IV&V projects shall be provided via a Work Order process and in accordance with Labor Categories and Rates proposed in Attachment 1A.
B) The TO Manager shall e-mail a Work Order request (See Attachment 16) to the TO Contractor to provide services that are within the scope of this TORFP. The request may include:
   a) Technical requirements and description of the services needed to provide IV&V Services for one or more projects.
   b) Performance objectives and/or deliverables, as may be applicable;
c) Due date and time for submitting a response to the request;

d) Other specific information as requested from the TO Contractor.

C) The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:

a) A response that details the TO Contractor’s understanding of the work;

b) If the Work Order is to perform a standard IV&V as described in Section 2.5.5.1, an acknowledgement of the Firm Fixed-Price as stated in the Price Proposal provided in response to the TORFP. If the Work Order is to perform a non-standard IV&V as described in Section 2.5.5.1, a description of proposed resources is required to perform the requested tasks, with labor categories listed in accordance with Attachment 1A.

c) An explanation how tasks shall be completed. This description shall include proposed subcontractors and related tasks.

d) The proposed personnel resources, including those of subcontractors, to complete the task.

D) The TO Manager will review the response and will: confirm the proposed labor rates are consistent with this TORFP; contact the TO Contractor to obtain additional information, clarification or revision to the Work Order; or provide the work order to the Procurement Officer for approval. The TO Procurement Officer will approve the Work Order, issuing a change order to the TORFP if necessary to increase the ceiling price. The TO Manager will issue the Notice to Proceed (NTP) after the Work Order is approved.

E) Proposed personnel shall be approved by the TO Manager. The TO Contractor shall furnish resumes of the proposed personnel specifying their intended approved labor category. The TO Manager shall have the option to interview the proposed personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or the proposal.
SECTION 3 - TO PROPOSAL PACKAGE FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE
Each Master Contractor receiving this CATS+ TORFP shall respond by the closing date and time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit either:

1) A TO Proposal Package responding to this TORFP; or

2) A completed Master Contractor feedback form (submitted electronically through the CATS+ web site).

3.2 FORMAT
If a Master Contractor elects to submit a TO Proposal Package, the Master Contractor shall do so in conformance with the requirements described in Section 1.3 and consistent with layout and instructions in the TO Technical Proposal Template (Attachment 12).

3.2.1 TO PRICE PROPOSAL
The TO Price Proposal shall include:

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

B) Completed TO Price Proposal – Attachment 1A, 1B, 1C and 1D including:

1) Identifying the TORFP # F50B4400009.

2) Fixed-price dollar figures rounded to the nearest whole dollar.

3) Proposed Fixed Price for Standard IV&V and proposed Labor Categories and Rates for non-Standard IV&V to perform additional IV&Vs.

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SECTION 4 – TASK ORDER AWARD PROCESS

4.1 OVERVIEW

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to this CATS+ TORFP. In making the TO Agreement award determination, the TO Requesting Agency will consider all information submitted in accordance with Section 3 – TO Proposal Package Format and Submission Requirements.

4.2 TO TECHNICAL PROPOSAL EVALUATION CRITERIA

If the minimum qualifications in Section 2.8 and 2.9 are met, the following are the technical criteria for evaluating a TO Technical Proposal in descending order of importance (Failure to meet minimum qualifications shall disqualify a proposal from further consideration):

A) Length and relevance of the IV&V or QA experience of the Master Contractor’s and subcontractor personnel. Relevance will be determined by the alignment of experience with the nature of IV&V for the target projects.

B) Soundness of the proposed IV&V methodology. Soundness will be determined by Master Contractor’s ability to articulate an IV&V methodology, how the proposed IV&V methodology would be applied to IV&V target projects, and potential to deliver quality IV&V findings and presentations.

C) Written and verbal presentation skills. The key deliverables for this project are written and verbal presentations and the Master Contractor shall demonstrate in its proposal and in its oral presentation the quality and skill that it can provide in these key areas.

D) The Master Contractor’s overall level of understanding of the SOW (Section 2) of this TORFP. The level of SOW understanding shall be determined by the quality and accuracy of the TO Technical Proposal in adherence to Section 3.2.

E) The Master Contractor’s capacity and capability of simultaneously executing the DHMH IV&V as well as one additional standard IV&V.

F) The type and length of company experience of the Master Contractor and subcontractors. Company experience is determined by type of contracts and references.

4.3 SELECTION PROCEDURES

A) TO Technical Proposals will be evaluated first for satisfaction of minimum qualifications in Sections 2.8 and 2.9 and quality of responses to Section 3.2 of the TORFP. TO Technical Proposals meeting minimum qualifications will be required to make oral presentations as per Section 1.4. Oral presentations shall be made by the proposed personnel that will be performing work during the course of the IV&V. Only Offerors whose TO Technical Proposals are deemed technically qualified will have their TO Price Proposals opened and evaluated. All other TO Technical Proposals shall be designated “not reasonably susceptible to award” and the TO Procurement Officer will notify those Offerors that they will not be selected to perform the work.

B) TO Price Proposals associated with qualifying TO Technical Proposals will be opened and ranked in order from lowest to highest price.

C) The task order shall be awarded to the Offeror with the TO Proposal Package found most advantageous to the State, considering the combination of technical and price submissions. In making this selection, technical merit will receive greater weight than price.
4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement for this IV&V shall be initiated only upon issuance of a fully executed TO Agreement, a Non-Disclosure Agreement (TO Contractor), a Purchase Order, and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed (sample).
### ATTACHMENT 1A–TO PRICE PROPOSAL

**IV&V # F50B4400009**

**IV&V FOR 4 DHMH MITDP PROJECTS 1 – 4 AS SHOWN IN SECTION 2.5.1-2.5.4**

<table>
<thead>
<tr>
<th>ID</th>
<th>TO Phase I – Deliverables</th>
<th>Proposed Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.6.2.1</td>
<td>IV&amp;V Kick-Off Meeting</td>
<td></td>
</tr>
<tr>
<td>2.6.2.2</td>
<td>IV&amp;V Project Management Plan</td>
<td></td>
</tr>
<tr>
<td>2.6.2.3</td>
<td>IV&amp;V Project Status Reports</td>
<td></td>
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<tr>
<td>2.6.2.4</td>
<td>IV&amp;V Draft Findings Report</td>
<td></td>
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<tr>
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<td>IV&amp;V Internal Presentation to DoIT</td>
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<tr>
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<td>IV&amp;V Findings: Agency Presentation</td>
<td></td>
</tr>
<tr>
<td>2.6.2.8</td>
<td>IV&amp;V Phase II Corrective Action Plan (CAP) – Optional and at sole discretion of DoIT.</td>
<td></td>
</tr>
</tbody>
</table>

**Total Proposed Fixed Price for TO Phase I – Deliverables**

*The deliverables below are optional and at the sole discretion of DoIT.*

*Selection of the Assistance Hours (a, b, c, or d) will be determined by DoIT at CAP Meeting(s) and prior to delivery of 2.6.2.8. Price for 2.6.2.9 will not exceed 192 Hours.*

- **NOTE – [B] and [C] are fixed prices**
- **NOTE – [A1], [A2], [A3] & [A4] are evaluated prices**

*Multiply each proposed fixed price for [A1], [A2], [A3] & [A4] by .25 (weighted value) for evaluation poses.*

<table>
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<tr>
<th>ID</th>
<th>TO Phase II – Deliverables</th>
<th>Proposed Fixed Price</th>
<th>Evaluated Price = Proposed Fixed Price x .25</th>
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<tbody>
<tr>
<td>2.6.2.9a or * [A1]</td>
<td>IV&amp;V Phase II Assistance (48 Hours)</td>
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<tr>
<td>2.6.2.9b or * [A2]</td>
<td>IV&amp;V Phase II Assistance (96 Hours)</td>
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<td>ID</td>
<td>Description</td>
<td>Proposed Fixed Price</td>
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<tr>
<td>2.6.2.9c or * [A3]</td>
<td>IV&amp;V Phase II Assistance (144 Hours)</td>
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<tr>
<td>2.6.2.9d or * [A4]</td>
<td>IV&amp;V Phase II Assistance (192 Hours)</td>
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<td><strong>TO Phase II – Deliverables (cont.)</strong></td>
<td><strong>Proposed Fixed Price</strong></td>
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<td>2.6.2.10a-c [B]</td>
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<td>2.6.2.11 [C]</td>
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**Total Proposed Evaluated Price for TO Phase II – Deliverables**

\[A1 + A2 + A3 + A4 + B + C\]

*TO Phase III is optional and at the sole discretion of DoIT.*

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<td>IV&amp;V Phase III CAP Updates (Upon acceptance of third report, 2.6.2.13c)</td>
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<tr>
<td>2.6.2.14</td>
<td>IV&amp;V Phase III CAP Presentation</td>
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</tr>
</tbody>
</table>

**Total Proposed Fixed Price for TO Phase III – Deliverables**

**TOTAL PROPOSED FIXED PRICE = Sum of TO Phases I-III**

PRICE #1

______________________________________________  _________________________
Authorized Individual Name                            Company Name

______________________________________________  _________________________
Authorized Individual Signature                       Company Tax ID#
Submit as a PDF File With TO Proposal

ATTACHMENT 1B – TO PRICE PROPOSAL

IV&V # F50B4400010, # F50B4400011, # F50B4400012

### STANDARD IV&V

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**Total Proposed Fixed Price for TO Phase I – Deliverables**

The deliverables below are optional and at the sole discretion of DoIT

*Selection of the Assistance Hours (a, b, c, or d) will be determined by DoIT at CAP Meeting(s) and prior to delivery of 2.6.2.8. Price for 2.6.2.9 will not exceed 64 Hours

- **NOTE – [B] and [C] are fixed prices**
- **NOTE – [A1], [A2], [A3] & [A4] are evaluated prices**

*Multiply each proposed fixed price for [A1], [A2], [A3] & [A4] by .25 (weighted value) for evaluation purposes.*

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39
2.6.2.10a-c [B]  IV&V Phase II CAP Updates (Upon acceptance of third report, 2.6.2.10c)

2.6.2.11 [C]  IV&V Phase II CAP Presentation

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</tbody>
</table>

**Total Proposed Fixed Price for TO Phase III – Deliverables**

TOTAL PROPOSED FIXED PRICE = Sum of TO Phases I-III  PRICE #2

________________________________   _________________________
Authorized Individual Name          Company Name

________________________________   _________________________
Authorized Individual Signature     Company Tax ID#

______________________________________________
Title
### ATTACHMENT 1C – TO PRICE PROPOSAL

### IV&V # F50B4400010, # F50B4400011, # F50B4400012

#### NON-STANDARD IV&V LABOR CATEGORIES

<table>
<thead>
<tr>
<th>Period 1 – Year 1</th>
<th>Proposed CATS+ Labor Category</th>
<th>Hourly Labor Rate*</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>IV&amp;V Roles</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>IV&amp;V Project Manager</td>
<td>&lt;Insert proposed CATS+ Labor Category&gt;</td>
<td></td>
</tr>
<tr>
<td>Subject Mater Expert</td>
<td>&lt;Insert proposed CATS+ Labor Category&gt;</td>
<td></td>
</tr>
<tr>
<td>&lt;Insert other proposed roles as part of TO Contractor’s methodology for performing IV&amp;V&gt;</td>
<td>&lt;Insert proposed CATS+ Labor Category&gt;</td>
<td></td>
</tr>
<tr>
<td>&lt;Insert other proposed roles as part of TO Contractor’s methodology for performing IV&amp;V&gt;</td>
<td>&lt;Insert proposed CATS+ Labor Category&gt;</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Period 2 – Year 2</th>
<th>Proposed CATS+ Labor Category</th>
<th>Hourly Labor Rate*</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>IV&amp;V Roles</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>IV&amp;V Project Manager</td>
<td>&lt;Insert proposed CATS+ Labor Category&gt;</td>
<td></td>
</tr>
<tr>
<td>Subject Mater Expert</td>
<td>&lt;Insert proposed CATS+ Labor Category&gt;</td>
<td></td>
</tr>
<tr>
<td>&lt;Insert other proposed roles as part of TO Contractor’s methodology for performing IV&amp;V&gt;</td>
<td>&lt;Insert proposed CATS+ Labor Category&gt;</td>
<td></td>
</tr>
<tr>
<td>&lt;Insert other proposed roles as part of TO Contractor’s methodology for performing IV&amp;V&gt;</td>
<td>&lt;Insert proposed CATS+ Labor Category&gt;</td>
<td></td>
</tr>
</tbody>
</table>

*Hourly Labor rate to be applied if needed for additional IV&Vs as needed per Section 2.5.5.
The Hourly Labor Rate is the actual rate the State will pay for services and shall be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower. Rates shall be fully loaded, all-inclusive, i.e., include all direct and indirect costs and profit for the Master Contractor to perform under the TO AGREEMENT.
## SUMMARY SHEET

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit [A]</th>
<th>Cost [B]</th>
<th>Subtotal ([C] = [A] \times [B])</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total IV&amp;V Cost for 4 DHMH MITDP PROJECTS (Attachment 1) PRICE #1 from Attachment 1-A</td>
<td>1 IV&amp;V</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total IV&amp;V Cost for Standard IV&amp;V PRICE #2 from Attachment 1-B</td>
<td>3 IV&amp;V</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Total Evaluated Price:</td>
</tr>
</tbody>
</table>

_______________________________ _________________________
Authorized Individual Name Company Name

_______________________________ _________________________
Authorized Individual Signature Company Tax ID#

_______________________________
Title

SUBMIT AS A .PDF FILE
ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS+ TORFP

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

1. As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month’s MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.

2. The TO Contractor shall complete a separate Form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15th of the month following the month that is being reported. For example, the report for January’s activity is due no later than the 15th of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.

3. The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form D-6. The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.

4. It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15th of each month, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State’s financial management tracking system from the subcontractor’s D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor’s proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor shall promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.
ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 1

CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

Offerors shall complete and submit a separate Form D-1 (Certified MBE Utilization and Fair Solicitation Affidavit) for this IV&V. If the Offeror fails to submit Form D-1 for this IV&V, the TO Procurement Officer shall reject the Offeror’s entire TO Proposal Package.

In conjunction with the offer submitted in response to TORFP No. F50B4400009, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 30% percent and, if specified in the TORFP. I have made a good faith effort to achieve this goal.

OR

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

2. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment 2 - Form D-2) with the proposal.

3. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.

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

   (a) Outreach Efforts Compliance Statement (Attachment D-3)
   (b) Subcontractor Project Participation Statement (Attachment D-4)
   (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
   (d) Any other documentation required by the TO Procurement Officer to ascertain offeror’s responsibility in connection with the certified MBE participation goal.

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

5. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.
I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

<table>
<thead>
<tr>
<th>Offeror Name</th>
<th>Signature of Affiant</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>Printed Name, Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date</th>
</tr>
</thead>
</table>

SUBMIT AS A .PDF FILE
ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE

Offerors shall complete and submit a separate Form D-2 (MBE Participation Schedule) for this IV&V. If the Offeror fails to submit Form D-2 for this IV&V, the TO Procurement Officer shall reject the Offeror’s entire TO Proposal Package.

<table>
<thead>
<tr>
<th>TO Prime Contractor (Firm Name, Address, Phone)</th>
<th>Task Order Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Task Order Agreement Number F50B4400009

List Information For Each Certified MBE Subcontractor On This Project

<table>
<thead>
<tr>
<th>Minority Firm Name</th>
<th>MBE Certification Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Work To Be Performed/SIC

Percentage of Total Contract

<table>
<thead>
<tr>
<th>Minority Firm Name</th>
<th>MBE Certification Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Work To Be Performed/SIC

Percentage of Total Contract

<table>
<thead>
<tr>
<th>Minority Firm Name</th>
<th>MBE Certification Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Work To Be Performed/SIC

Percentage of Total Contract

<table>
<thead>
<tr>
<th>Minority Firm Name</th>
<th>MBE Certification Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

<table>
<thead>
<tr>
<th>Total MBE Participation:</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Woman-Owned MBE Participation:</td>
<td>%</td>
</tr>
<tr>
<td>Total African American-Owned MBE Participation:</td>
<td>%</td>
</tr>
</tbody>
</table>

Document Prepared By: (please print and sign)

Name: __________________________ Title: __________________________

SUBMIT AS A .PDF FILE
<table>
<thead>
<tr>
<th>Minority Firm Name</th>
<th>MBE Certification Number</th>
<th>Work To Be Performed/SIC</th>
<th>Percentage of Total Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>
ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 3

OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the bid or offer submitted in response to TORFP # F50B4400009, I state the following:

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

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

3. Offeror made the following attempts to contact personally the solicited MBEs:

4. □ Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.
   (DESCRIBE EFFORTS)
   □ This project does not involve bonding requirements.

5. □ Offeror did/did not attend the pre-proposal conference
   □ No pre-proposal conference was held.

By: ________________________________
Offeror Name

By: ________________________________
Name

______________________________
Address

______________________________
Title

______________________________
Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD
ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 4

SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

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

Provided that ____________________________ is awarded the TO Agreement in
(Prime TO Contractor Name)
conjunction with TORFP No. F50B4400009, it and ____________________________,
(Subcontractor Name)

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

(Describe work to be performed by MBE):

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

By: By:

Prime Contractor Signature Subcontractor Signature

Print Name Print Name

Title Title

Date Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD
# ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

## FORM D – 5

### MINORITY BUSINESS ENTERPRISE PARTICIPATION - TO CONTRACTOR REPORT

<table>
<thead>
<tr>
<th>Reporting Period (Month/Year):</th>
<th>CATS+ TORFP #F50B4400009</th>
</tr>
</thead>
<tbody>
<tr>
<td>Report is due by the 15th of the following month.</td>
<td>Contracting Unit: DoIT</td>
</tr>
<tr>
<td></td>
<td>Task Order Amount:</td>
</tr>
<tr>
<td></td>
<td>MBE Sub Contract Amt</td>
</tr>
<tr>
<td></td>
<td>Task Order Begin Date</td>
</tr>
<tr>
<td></td>
<td>Task Order End Date</td>
</tr>
<tr>
<td></td>
<td>Services Provided</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Prime TO Contractor:</th>
<th>Contact Person:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>City:</td>
<td>State:</td>
</tr>
<tr>
<td>ZIP:</td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
<td>FAX:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subcontractor Name:</th>
<th>Contact Person:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone:</td>
<td>FAX:</td>
</tr>
</tbody>
</table>

Subcontractor Services Provided:

List all unpaid invoices over 30 days old received from the MBE subcontractor named above:

1. 
2. 
3. 

Total Dollars Unpaid: $ 

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

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

<table>
<thead>
<tr>
<th>Larry Jasmann</th>
<th>MBE Officer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department of Information Technology</td>
<td>Department of Information Technology</td>
</tr>
<tr>
<td>IV&amp;V TO Manager</td>
<td>Procurement Unit</td>
</tr>
<tr>
<td>45 Calvert Street, 4th Floor</td>
<td>45 Calvert Street, 4th Floor</td>
</tr>
<tr>
<td>Annapolis, MD 21401</td>
<td>Annapolis, MD 21401</td>
</tr>
<tr>
<td><a href="mailto:Tony.Ma@maryland.gov">Tony.Ma@maryland.gov</a></td>
<td><a href="mailto:carla.thompson@maryland.gov">carla.thompson@maryland.gov</a></td>
</tr>
</tbody>
</table>

Signature: _______________________________ Date: ______________
# ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

**FORM D – 6**

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

<table>
<thead>
<tr>
<th>Report #: _____</th>
<th>CATS+ TORFP #F</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reporting Period (Month/Year):__/____</td>
<td>Contracting Unit: DoIT __________________________</td>
</tr>
<tr>
<td><strong>Report Due By the 15th of the following Month.</strong></td>
<td>Task Order Amount __________________________</td>
</tr>
<tr>
<td></td>
<td>MBE Sub Contract Amt __________________________</td>
</tr>
<tr>
<td></td>
<td>Task Order Begin Date __________________________</td>
</tr>
<tr>
<td></td>
<td>Task Order End Date __________________________</td>
</tr>
<tr>
<td></td>
<td>Services Provided __________________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MBE Subcontractor Name:</th>
<th>CATS+ TORFP #F</th>
</tr>
</thead>
<tbody>
<tr>
<td>MDOT Certification #:</td>
<td>Contracting Unit: DoIT __________________________</td>
</tr>
<tr>
<td>Contact Person:</td>
<td>Task Order Amount __________________________</td>
</tr>
<tr>
<td>Address:</td>
<td>MBE Sub Contract Amt __________________________</td>
</tr>
<tr>
<td>City:</td>
<td>Task Order Begin Date __________________________</td>
</tr>
<tr>
<td>State:</td>
<td>Task Order End Date __________________________</td>
</tr>
<tr>
<td>ZIP:</td>
<td>Services Provided __________________________</td>
</tr>
<tr>
<td>Phone:</td>
<td>Prime TO Contractor: __________________________</td>
</tr>
<tr>
<td>FAX:</td>
<td>Contact Person: __________________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subcontractor Services Provided:</th>
<th>List all payments received from Prime TO Contractor during reporting period indicated above.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>List dates and amounts of any unpaid invoices over 30 days old.</td>
</tr>
<tr>
<td>2.</td>
<td><strong>Total Dollars Paid: $ __________________________</strong></td>
</tr>
<tr>
<td>3.</td>
<td><strong>Total Dollars Unpaid: $ __________________________</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Prime TO Contractor:</th>
<th>Contact Person:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Return one copy of this form to the following address:</td>
<td></td>
</tr>
<tr>
<td>Larry Jasmann</td>
<td>MBE Officer</td>
</tr>
<tr>
<td>Department of Information Technology</td>
<td>Department of Information Technology</td>
</tr>
<tr>
<td>IV&amp;V TO Manager</td>
<td>Procurement Unit</td>
</tr>
<tr>
<td>45 Calvert Street, 4th Floor</td>
<td>45 Calvert Street, 4th Floor</td>
</tr>
<tr>
<td>Annapolis, MD 21401</td>
<td>Annapolis, MD 21401</td>
</tr>
<tr>
<td><a href="mailto:Tony.Ma@maryland.gov">Tony.Ma@maryland.gov</a></td>
<td><a href="mailto:carla.thompson@maryland.gov">carla.thompson@maryland.gov</a></td>
</tr>
</tbody>
</table>

Signature: __________________________ Date: __________________________

**SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS**
ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS+ TORFP# F50B4400009 (DHMH)

OF MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this ______ day of __________, 20__ by and between __________________________ and the STATE OF MARYLAND, Department of Information Technology.

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
   a. “Agency” means the Department of Information Technology, as identified in the CATS+ TORFP # F50B4400009.
   b. “CATS+ TORFP” means the Task Order Request for Proposals # F50B4400009, dated August 14, 2013 including any addenda.
   c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and _______________________ dated _____________.
   d. “TO Procurement Officer” means Michael Meinl. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
   e. “TO Agreement” means this signed TO Agreement between Department of Information Technology and _______________________.
   f. “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is __________________________________________.
   g. “TO Manager” means Larry Jasmann of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
   h. “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated ____________________.
   i. “TO Price Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated ____________________.
   j. “TO Proposal Package” collectively refers to the TO Technical Proposal and TO Price 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 2 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
   a. The TO Agreement,
   b. Exhibit A – CATS+ TORFP
   c. Exhibit B – TO Technical Proposal
d. Exhibit C – TO Price 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 shall assert in writing its right to an adjustment under this Section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this Section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this Section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.

3. Time for Performance

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

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 $______________, the total amount of the task order. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor’s risk of non-payment.

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

4.3 Each invoice for services rendered shall 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 shall be submitted to the Agency TO Manager unless otherwise specified herein.

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

TO Contractor Company Name

____________________________________
Print or Type TO Contractor POC Name

____________________________________
Authorized Signature                      Date

Witness: _______________________

STATE OF MARYLAND, Department of Information Technology

____________________________________
Isabel Fitzgerald, Secretary              Date

Witness: _______________________

55
ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

A) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C) The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

E) The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

________________________________________
Print or Type Name of Authorized Representative and Affiant

________________________________________
Authorized Signature of Representative and Affiant

________________________________________
Date

SUBMIT AS A .PDF FILE
ATTACHMENT 5 – LABOR CATEGORY PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. Master Contractors shall comply with all personnel requirements under the Master Contract RFP 060B2490023.

2. Only labor categories proposed in the Master Contractors TO Price Proposal may be proposed under the CATS+ TORFP process.

3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. This summary is required at the time of the interview.

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

4. Each form also includes examples of duties to perform. The proposed person shall be able to fulfill those duties.

5. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.

6. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.
<table>
<thead>
<tr>
<th>LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed Individual’s Name/Company:</td>
</tr>
<tr>
<td>How does the proposed individual meet each requirement?</td>
</tr>
<tr>
<td>Education:</td>
</tr>
<tr>
<td>(Insert the education description from the CATS+ RFP from</td>
</tr>
<tr>
<td>Section 2.6 for the applicable labor category.)</td>
</tr>
<tr>
<td>Experience:</td>
</tr>
<tr>
<td>(Insert the experience description from the CATS+ RFP</td>
</tr>
<tr>
<td>from Section 2.6 for the applicable labor category.)</td>
</tr>
<tr>
<td>Duties:</td>
</tr>
<tr>
<td>(Insert the duties description from the CATS+ RFP from</td>
</tr>
<tr>
<td>Section 2.6 for the applicable labor category.)</td>
</tr>
</tbody>
</table>

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

**TO Contractor’s Contract Administrator:**

Print or Type Name

_________________________________________  _________________
Signature  Date

**Proposed Individual:**

Print or Type Name

_________________________________________  _________________
Signature  Date
ATTACHMENT 6 – DIRECTIONS
TO THE PRE-PROPOSAL CONFERENCE

From Baltimore Area:

- Take I-97 off the Baltimore Beltway heading south to Annapolis.
- I-97 will end and turn into Route 50 East.
- Take Rowe Blvd. exit toward downtown Annapolis.

From the Eastern Shore or Route 2:

- Cross the Severn River Bridge and exit on Rowe Blvd.

From Either Direction:

- Follow Rowe Blvd. to the third traffic light.
- Stay to the right when the road splits before the Treasury Building.
- Turn right onto Calvert St.
- 45 Calvert Street is the first building immediately on the right.
- Room 164 is on the first floor.
- Stop and register with the Security Guard; you will be directed to Room 164.

Parking:

- The closest garage is next to 45 Calvert St. but shall be entered from Clay St. This is the second right turn after turning onto Calvert St. Turn right onto Clay St. immediately after passing 45 Calvert St.
- Another garage is available about a half of a block down from 45 Calvert St. on the left, called Gotts’ Garage.
- There is also limited metered parking available on Calvert and surrounding streets.
Month Day, Year

TO Contractor Name
TO Contractor Mailing Address

Re: CATS+ Task Order Agreement #ADPICS PO

Dear TO Contractor Contact:

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

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

Sincerely,

TO Procurement Officer
Task Order Procurement Officer

Enclosures (2)

cc: TO Manager
   Procurement Liaison Office, Department of Information Technology
   Project Management Office, Department of Information Technology
ATTACHMENT 8 – DELIVERABLE PRODUCT ACCEPTANCE FORM

(Submit one DPAF for each deliverable)

TO Requesting Agency:
TO Agreement Name: (Example: COM MITS IV&V)
TO Agreement #:
DoIT Contact: Larry Jasmann, 410-260-7276 larry.jasmann@maryland.gov (TO Manager)
TO Contractor:
TO Contractor Contact:

The TO Contractor has submitted the deliverable described below for the above referenced TO Agreement.

<table>
<thead>
<tr>
<th>Deliverable ID# From Section 2.6.2 of the TORFP</th>
<th>Deliverable Title</th>
</tr>
</thead>
</table>

The Information Below Shall Be Filled-In by DoIT

DELIVERABLE DISPOSITION:

☐ Is accepted.

☐ Is rejected (for reasons indicated below).

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

______________________________  ______________________________
TO Manager Signature            Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.6 OF THE TORFP.
This Non-Disclosure Agreement (the “Agreement”) is made this ___ day of ________ 201_, by and between ___________________________ (hereinafter referred to as “the OFFEROR”) and the State of Maryland (hereinafter referred to as "the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal Package in response to CATS+ TORFP #F50B4400009 for Single Agency IV&V: Department of Health and Mental Hygiene. In order for the OFFEROR to submit a TO Proposal Package, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited to _____________________. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as “Confidential Information”. As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7, except in connection with the preparation of its TO Proposal Package.

2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.

3. OFFEROR shall return the Confidential Information to the State within five business days of the State’s Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Michael Meinl. Department of Information Technology on or before the due date for Proposals.

4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State’s rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR’S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.

5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys’ fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.

6. This Agreement shall be governed by the laws of the State of Maryland.

7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than $20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.

8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: ___________________________ BY: _________________________________
NAME: __________________________________ TITLE: _________________________________
ADDRESS:_____________________________________________________________________

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP
ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made as of this ___ day of ______________, 201__, by and between the State of Maryland ("the State"), acting by and through its Department of Information Technology (the “Department”), and ____________________ ("TO Contractor"), a corporation with its principal business office located at __________________________and its principal office in Maryland located at ____________________________.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for Single Agency IV&V: Department of Health and Mental Hygiene TORFP No. F50B4400009 dated _____________, (the “TORFP) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B2490023; and

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

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

1. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.

2. TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor’s Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.

3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor’s performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.

4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.

5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor’s Personnel or the TO Contractor’s former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).

6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.

7. A breach of this Agreement by the TO Contractor or by the TO Contractor’s Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.
8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor’s Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State’s rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor’s Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys’ fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor’s Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.

9. TO Contractor and each of the TO Contractor’s Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.

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

TO Contractor/TO Contractor’s Personnel:  
Name: ___________________________
Title: __________________________
Date: ___________________________

Department of Information Technology:  
Name: ___________________________
Title: __________________________
Date: ___________________________

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP
EXHIBIT A

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

<table>
<thead>
<tr>
<th>Printed Name and Address of Employee or Agent</th>
<th>Signature</th>
<th>Date</th>
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<tbody>
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ATTACHMENT 11 – LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____________________________________________________________

Name of Contractor _______________________________________________________

Address_________________________________________________________________

City_________________________________ State________ Zip Code_______________

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

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

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

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

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

Name of Authorized Representative: _____________________________________________________

Signature of Authorized Representative:  __________________________________________________

Date: _____________ Title: ____________________________________________________________

Witness Name (Typed or Printed): _______________________________________________________

Witness Signature & Date:  _____________________________________________________________

- 66 -
ATTACHMENT 12 – TO TECHNICAL PROPOSAL TEMPLATE

Task Order (TO) Technical Proposal
Submitted in Response to:

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

Agency Independent Verification & Validations (IV&V):

#F50B4400009, F50B4400010, F50B4400011, F50B4400012

Department of Health and Mental Hygiene (DHMH) and Other Agencies

Submitted By:

(Insert Master Contractor Name / Logo)
TO TECHNICAL PROPOSAL FORMAT AND INSTRUCTIONS

Each Master Contractor should submit only one technical proposal. Each proposal should be printable on 8 ½ x 11" paper, have 1 inch margins, and be single-spaced in a font size no smaller than 10 point. Please number pages and clearly mark sections. The proposal should be organized and indexed in the format indicated below.

1 GENERAL INFORMATION

General Information (The following sections of the technical proposal apply generally across all IV&Vs and shall NOT name or contain information pertaining to specific IV&Vs under this TORFP).

1.1. Executive Summary

A brief overview describing the Master Contractor’s background and capabilities for IV&V performance (TO Technical Proposal Template - Section 1.1.1). This section also shall describe the Master Contractor’s understanding of the State’s purpose and desired approach for conducting IV&Vs (TO Technical Proposal Template - Section 1.1.2) as noted in the TORFP Sections 2.1 and 2.4.

1.1.1. Background and Capabilities

Please provide a brief overview describing the Master Contractor’s background and capabilities for IV&V performance. Describe the Master Contractor’s capability to simultaneously execute the DHMH IV&V as well as one additional IV&V.

A) Compliance with Master Contractor Minimal Requirements

1) Offeror’s will provide the following table to demonstrate compliance with the Master Contractor Minimum Personnel Requirements found in TORFP Section 2.8 and 2.9.

<table>
<thead>
<tr>
<th>Section</th>
<th>Minimum Requirement</th>
<th>Evidence of Compliance</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.8</td>
<td>At least 3 years of demonstrated experience providing IV&amp;V consulting to commercial or government entities similar in size to the Department of Health and Mental Hygiene. In addition the past experience must meet the following criteria:</td>
<td>Provide examples of prior engagements that demonstrate 3 years of experience meeting these qualifications. Example projects provided in 1.4.3 may be used to meet this requirement. Provide contact information in this block to enable reference checking.</td>
</tr>
<tr>
<td>2.8</td>
<td>At least one engagement shall be with a medical or government medical program such as Medicaid or Medicare.</td>
<td>Provide documentation for this experience, including contact information to enable reference checking.</td>
</tr>
<tr>
<td>2.8</td>
<td>shall have provided at least two (2) personnel with a combined total of 6 years IV&amp;V or project management experience with government medical systems</td>
<td>Briefly summarize experience for these individuals in this block, and provide resume’s for a full review of their capabilities.</td>
</tr>
<tr>
<td>2.9</td>
<td>A PMI certified PMP shall be designated and assigned by the TO Contractor to serve as the IV&amp;V Project Manager.</td>
<td>Provide evidence of compliance with this minimum requirement by providing the PMP number for the Project Manager and a copy of the PMP certificate.</td>
</tr>
<tr>
<td>2.9</td>
<td>This individual assigned to lead this IV&amp;V shall have three years of experience performing</td>
<td>Provide a brief summary of the PM’s experience that is sufficient to meet this qualification.</td>
</tr>
</tbody>
</table>
1.1.2. State’s Purpose and Desired Approach for conducting IV&Vs

Please describe the Master Contractor’s understanding of the State’s purpose and desired approach for conducting IV&Vs as noted in the TORFP Sections 2.1 and 2.4.

1.2. Proposed Methodology

A detailed discussion of the Master Contractor’s IV&V methodology. This section shall describe the applicability of the methodology to different system development phases, specifically:

a. planning / requirements analysis
b. design / development
c. testing / implementation

1.3. SDLC Understanding

SDLC Understanding: A brief discussion demonstrating the Master Contractor’s understanding of how State agencies should be applying the SDLC methodology to MITDPs (Refer to TORFP Section 2.7).

1.4. General IV&V

1.4.1. Risk Assessment

Identification and prioritization of risks inherent in producing each IV&V deliverable listed in TORFP Section 2.6.2 and proposed risk responses. This section shall provide a baseline for ongoing risk assessments that are part of the bi-weekly “IV&V Status Reports” deliverable described in TORFP Section 2.6.2 (Deliverable 2.6.2.3). Please include risk item, risk category, probability, impact, priority, and risk response strategy.

1.4.2. Assumptions

A description of any general assumptions formed by the Master Contractor in developing the TO Technical Proposal.

1.4.3. Three Example Projects

Provide three examples of projects the Master Contractor and / or Subcontractor have completed that were similar in scope to those defined in this TORFP. Each of the three examples shall include a reference complete with the following:

a. Name of organization for which the work was performed
b. Name, title, and telephone number of point-of-contact for the reference
c. Type and duration of contract(s) supporting the reference
d. The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP
e. A list of personnel that worked on the project and the number of years each member had with project management or government medical programs
f. Whether the Master Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization

### 1.4.4. 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 government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:

a. The State contracting entity
b. A brief description of the services/goods provided
c. The dollar value of the contract
d. The term of the contract
e. Whether the contract was terminated prior to the specified original contract termination date, and if yes, the reason(s) why
f. Whether any available renewal option was not exercised
g. The State employee contact person (name, telephone number and e-mail)

### 1.4.5. State Assistance

Provide an estimate of expectation concerning participation by State personnel in terms of frequency and amount of time.

### 1.4.6. Confidentiality

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

### 2. IV&V-Specific Information

(The following sections of the technical proposal shall pertain to and be organized by specific IV&Vs).

#### 2.1. IV&V # F50B4400009 (SINGLE AGENCY INDEPENDENT VERIFICATION & VALIDATION (IV&V))

For each IV&V listed, the Master Contractor shall cite the corresponding IV&V Objectives from TORFP Section related to IV&V being discussed. The Master Contractor shall describe any IV&V specific assumptions (TO Technical Proposal Template - Section 2.2.2), specific risks (TO Technical Proposal Template - Section 2.2.3), or extra time or work required (TO Technical Proposal Template - Section 2.2.4) to achieve the Objective.

##### 2.1.1. IV&V-Objectives (Offeror’s Interpretation/Understanding)

The Master contractor shall cite the corresponding IV&V Objectives and describe its understanding of the work to be performed.

##### 2.1.2. IV&V-Specific Assumptions

The Master contractor shall describe any IV&V specific assumptions here for specific IV&V.
2.1.3. IV&V-Specific Risk
The Master contractor shall describe any IV&V specific risks. Please include risk item, risk category, probability, impact, priority, and risk response strategy in accordance to PMI standards.

2.1.4. Extra time or work required
Master contractor shall describe any extra time or work required to achieve the Objective for specific IV&V.

2.1.5. Roles and Responsibilities
For each IV&V the Master Contractor is proposing to perform, provide the following information on proposed personnel:

a. Roles and Responsibilities Matrix of individual on the project. Identify all proposed contractor personnel, subcontractor personnel, including MBES, and their full roles in the performance of the proposed work. See example table below.

b. Resumes for all proposed personnel including subcontractor (place into TO Technical Proposal Template - Section 3.1). The resume(s) for the IV&V Project Manager described in TORFP Section 2.8 shall be clearly designated as such and be accompanied by a copy of that individual’s PMI certificate (TORFP Attachment B). The PMI certificate shall serve as objective proof that the minimum qualification in TORFP Section 2.8 is met. Submit only one resume for each proposed personnel and indicate roles on resume.

c. Provide the names and titles of all key management personnel who shall be supervising the proposed personnel.

d. Complete and provide TORFP Attachment 5 - Labor Classification Personnel Resume Summary – for all proposed personnel and place in TO Technical Proposal Template - Section 3.2

<table>
<thead>
<tr>
<th>Resource Name</th>
<th>IV&amp;V Project Role</th>
<th>Company</th>
<th>Sub (Y/N)</th>
<th>MBE (Y/N)</th>
<th>IV&amp;V Responsibilities</th>
</tr>
</thead>
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</table>

2.1.6. IV&V Gantt Chart
A Microsoft Project Gantt chart showing the specific IV&V Project Deliverables listed in TORFP Section 2.6.2, broken down into sub-tasks and time frames required to produce each deliverable. This chart shall be the first iteration of the Gantt chart described in TORFP Section 2.6.2 (Deliverable 2.6.2.2). The chart shall show actual personnel assigned and work hours estimated, for each sub-task.

3 ProposAL ATTACHMENTS

3.1. Resumes
Attach all resumes of personnel proposed in TO Technical Proposal Template - Section 2 as per Resume Format (See TORFP Attachment 13). Please identify the IV&V Project role in the Resume Format.

3.2. TORFP Attachment 5 - Labor Category Personnel Resume Summary
Attach TORFP Attachment 5 – Labor Category Personnel Resume Summary for all resumes of personnel proposed in Section 2.
3.3. TORFP Attachment B: PMI certificate
Attach TORFP Attachment B – PMI Certificate for all PMI Certified personnel.

3.4. Sample Documents/Templates
Attach other documentation the Master Contractor wishes to provide to DoIT as part of their response to the TORFP.
ATTACHMENT 13 – RESUME FORMAT

RESUME

Provide the following information for the key personnel in Section 2 of the TO Technical Proposal. Follow this format for each person.

<table>
<thead>
<tr>
<th>NAME</th>
<th>IV&amp;VROLE(S)</th>
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<tbody>
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</table>

<table>
<thead>
<tr>
<th>COMPANY</th>
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</table>

EDUCATION / TRAINING (Begin with baccalaureate or other initial professional education.)

<table>
<thead>
<tr>
<th>INSTITUTION AND LOCATION</th>
<th>DEGREE (if applicable)</th>
<th>YEAR(s)</th>
<th>FIELD OF STUDY</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

A. Select IV&V, QA or related Technical Experience

[Company/Organization] [Project Name (Optional)] [Title/Role] [Period of Employment/Work] [Location (Optional)]

Description of Work...

[Company/Organization] [Project Name (Optional)] [Title/Role] [Period of Employment/Work] [Location (Optional)]

Description of Work...

B. Other Related Experience

C. Positions and Employment

EXPERIENCE: Concluding with present position, list, in chronological order, previous employment.

Example:

01/2008 – Present Project Manager, Company ABC
01/2007 – 01/2008 Project Lead, Company ABC
01/2006 – 01/2007 Developer, Company XYZ
ATTACHMENT 14 – IV&V Sensitive Data Policy

Scope
This policy covers DoIT’s policy for the storage and transmission of all IV&V sensitive data, regardless of the medium.

Purpose
The purpose of this policy is to provide all Maryland Agencies, IV&V 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 IV&V 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, IV&V 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 shall be in place for access to IV&V sensitive data. Physical access controls may depend on DoIT, Agency, and IV&V 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 Manager shall 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 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 email is strictly prohibited. All electronic file transmission methods shall 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 shall be requested through the IV&V TO 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 Manager has been granted. Approved storage on portable devices shall 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 shall be made to the IV&V TO Manager and approved prior to redaction. A copy of the final versions of the redacted information will be provided to the IV&V TO Manager for review and approval.

**Document Destruction**

At the conclusion of the project, all IV&V sensitive data will be either returned to the government or destroyed by either by shredding in the case of hard copies or by file deletion in the case of electronic materials.

**Questions about this policy**

If you have questions about this policy, please contact the IV&V TO Manager at Tony.Ma@DoIT.state.md.us.

**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**
ATTACHMENT 15 CERTIFICATION REGARDING INVESTMENTS IN IRAN


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

- Providing goods or services of at least $20 million in the energy sector of Iran; or

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

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

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

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

CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

(ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

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

Name of Authorized Representative: ________________________________________________
Signature of Authorized Representative: ____________________________________________
Date: _____________ Title: _______________________________________________________
Witness Name (Typed or Printed): _________________________________________________
Witness Signature and Date: ________________________________________________________
This Work Order is issued under the provisions of a XXX Task Order. The services authorized are within the scope of services set forth in the Task Order.

### Purpose

<insert purpose information here here>

### Statement of Work

**Requirements:**

TO Contractor will adhere to all requirements detailed in Section 2 of this TORFP.

<insert any additional requirements here>

**Target Project Description**

The MITDPs to be included in this engagement are detailed below:

**Project**

B)  
C) Project Name: <project Name>  
D)

**Project Description**

<insert project description>

**Project IT Solution**

<insert Project solution>

**Project Status (updated status to be provided upon IV&V NTP)**

<insert project status>

**IV&V Objective**
Project Stakeholders

Project stakeholders include:

J)  
K)  
L)  
M)  
N)  
O)  
P)  

Interviews

E) The TO Contractor shall interview relevant parties as part of the IV&V to include:
H)  
I)  
J)  
K)  
L)  
M) and
N) Other individuals identified independently by the TO Contractor during the IV&V.

Deliverable(s), Acceptance Criteria and Due Date(s):
Deliverables will comply with Section 2.8 of the TORFP.

Deliverables are subject to review and approval by AGENCY prior to payment.

<table>
<thead>
<tr>
<th>Start Date</th>
<th>End Date</th>
</tr>
</thead>
</table>

Pricing

<table>
<thead>
<tr>
<th>TO Contractor</th>
<th>AGENCY Approval</th>
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</thead>
<tbody>
<tr>
<td>(Signature) Contractor Authorized Representative (Date)</td>
<td>(Signature) AGENCY Procurement Officer (Date)</td>
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<td>-----------------------------</td>
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<tr>
<td>POC</td>
<td>(Print Name)</td>
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