

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



**MARYLAND DEPARTMENT OF HEALTH  
OFFICE OF ENTERPRISE TECHNOLOGY (OET)  
MEDICAID ENTERPRISE SYSTEMS MODULAR  
TRANSFORMATION (MMT)  
PROJECT MANAGEMENT OFFICE (MPMO)**

**OPASS 20-18438**

**M00B0600019**

**ISSUE DATE: 12/26/2019**

MARYLAND DEPARTMENT OF HEALTH (MDH)  
**KEY INFORMATION SUMMARY SHEET**

<b>Solicitation Title:</b>	Medicaid Enterprise Systems Modular Transformation (MMT) Project Management Office
<b>Solicitation Number (TORFP#):</b>	M00B0600019
<b>Functional Area:</b>	Functional Area 10 – IT Management Consulting Services
<b>TORFP Issue Date:</b>	12/26/2019
<b>TORFP Issuing Office:</b>	MDH OET
<b>Dept of Health Location:</b>	201 W Preston Street, Baltimore, MD 21201
<b>TO Procurement Officer:</b>	Dana Dembrow 201 W Preston Street, Room 416 B Baltimore, MD 21201
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<b>e-mail:</b>	John.molnar@maryland.gov
<b>Office Phone:</b>	301-524-9053
<b>TO Proposals are to be sent to:</b>	John Gullucci 201 W Preston Street, Room 416D-2 Baltimore, MD 21201 john.gullucci@maryland.gov
<b>TO Pre-proposal Conference:</b>	January 9 <sup>th</sup> , 2020 1:00 PM Local Time See Attachment A for directions and instructions.
<b>TO Proposals Due (Closing) Date and Time:</b>	February 10 <sup>th</sup> , 2020 at 2:00 PM Local Time Offerors are reminded that a completed Feedback Form is requested if a no-bid decision is made (see <b>Section 5</b> ).
<b>MBE Subcontracting Goal:</b>	28% (Refer to TORFP Section 4.7.1)

<b>VSBE Subcontracting Goal:</b>	2%
<b>Task Order Type:</b>	Time and Materials with Work Orders of Time and Materials
<b>Task Order Duration:</b>	Five (5) year base period with two (2) one (1) year options commencing from the Effective Date.
<b>Primary Place of Performance:</b>	Maryland Department of Health (MDH) 201 W Preston Street, Room 416 B Baltimore, MD 21201
<b>SBR Designation:</b>	No
<b>Federal Funding:</b>	YES
<b>Questions Due Date and Time</b>	February 3 <sup>rd</sup> , 2020 2:00 PM Local Time

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## 1 Minimum Qualifications

### 1.1 Offeror Minimum Qualifications

There are no minimum qualifications for this TORFP.

Refer to TORFP Section 3.10.2 'Offeror Experience Category 1 and 2' and TORFP Section 3.10.3 'Key Personnel Minimum Experience – Category 1 – PMO' for experience and qualifications necessary to be considered reasonably susceptible for award.

The personnel proposed under this TORFP must meet all minimum qualifications for the labor category proposed, as identified in the **CATS+ RFP, Section 2.10.**

<http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016CATSPPlus2016RFP.pdf>). And subsequent Amendment #4 – Section 2.10 update-see: [http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016\\_Section2.10\\_Amendment.pdf](http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016_Section2.10_Amendment.pdf)

## 2 TO Contractor Requirements: Scope of Work

### 2.1 Summary Statement

**2.1.1** The Maryland Department of Health (MDH or the "Department"), Office of Enterprise Technology (OET) is issuing this CATS+ TORFP to Master Contractors to provide OET with program and project management support in the form of a Medicaid Program Management Office (PMO) and module implementation project support services. Services shall be provided for OET's Medicaid Enterprise Systems Modular Transformation (MMT) project.

The MMT project is a multi-phase, multi-year initiative that includes implementing several federally required Medicaid Management Information System (MMIS) initiatives along with improvements to the current MMIS business operations service levels. The objective of this project is to develop and execute a plan for replacing Maryland's legacy MMIS system with a new, modern MMIS based on a modular implementation approach, in compliance with Medicaid Infrastructure Technology Architecture (MITA) 3.0 standards, as required by the Centers for Medicare & Medicaid Services (CMS).

**2.1.2** MDH intends to award this TORFP to up to three (3) CATS+ Master Contractors that proposes the most qualified team of resources that can best satisfy the Task Order requirements for the MMT project using CMS MITA standards. Offerors may submit Proposals for Category 1 – Project Management Office (PMO) or Category 2 – Project Support Services or both Category 1 and 2. Awards will be made as follows:

- A. Category 1 – PMO will be awarded to the responsible Offeror with the TO Proposal determined to be the most advantageous to the State (refer to TORFP Section 2.3) for all tasks and deliverables designated under Category 1.
- B. Category 2 – Project Support Services will be awarded to the responsible Offeror(s) with the TO Proposal(s) determined to be the most advantageous to the State (refer to TORFP Section 2.4) for those tasks and deliverables designated under Category 2.
- C. The Department shall issue separate Work Orders under Category 1 and Category 2. If a TO Contractor is awarded both categories, that TO Contractor will not be eligible to compete for any Category 2 Work Order drafted by that TO Contractor.

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

**2.1.4** A Task Order award does not ensure a TO Contractor that they will receive all State business under the Task Order.

### 2.2 Background and Purpose

The State of Maryland Medicaid Program is a unit of the MDH, which has State responsibility for operation of the Medicaid Program authorized under Title XIX of the Social Security Act. The Maryland State Medicaid Program has approximately 1,300,000 enrollees, of which, 1,100,000 are enrolled in managed care organizations. MDH has the primary responsibility for the management of Medicaid's Medical Care Programs (MCP) for the State of Maryland.

Management of MCP is divided into five administrations: OET, Office of Health Services, Office of Planning, Office of Finance and the Office of Eligibility Services.

The mission of the MCP is to ensure access to medically necessary and appropriate health care services for Marylanders who cannot afford them. The MCP's vision is to ensure that all Marylanders have access to quality health care services regardless of their financial status through delivery systems that will be models in the health care industry.

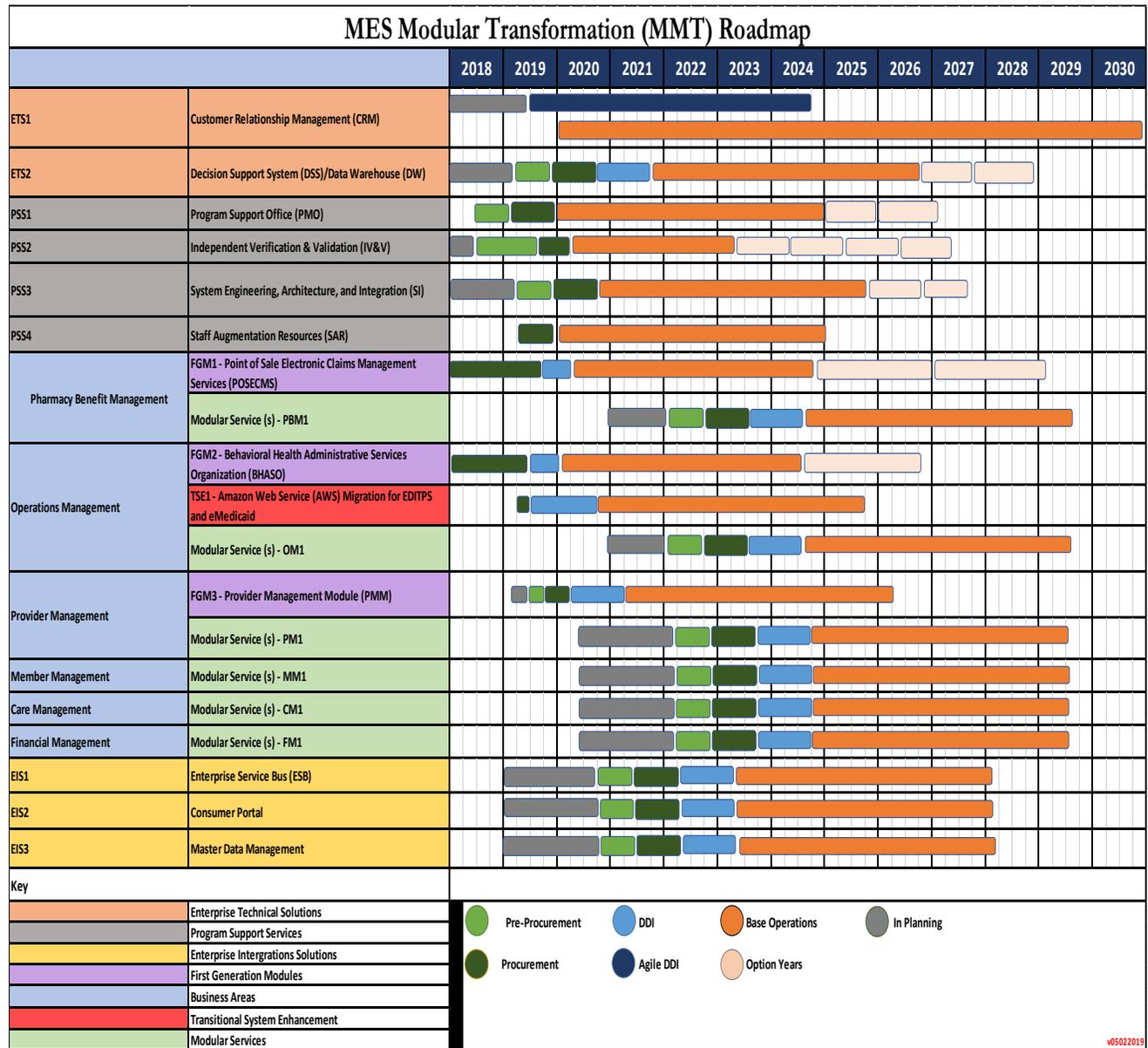
The current MMIS system was procured in 1992. It is a legacy system used for the claims processing needs of the State of Maryland utilizing batch operations running on a mainframe processor. Over the years, the MCP has become increasingly complex, with service changes, eligibility changes, and new regulations. New program requirements are difficult to address with the existing MMIS system. Labor-intensive "workarounds" are used to address these changes in the short-term. In addition, like other Medicaid programs, rising costs threaten the MCP's long-term financial viability, pushing the State to find ways to ensure that the State delivers the maximum value for the cost.

CMS released the Medicaid Program Final Rule: Mechanized Claims Processing and Informational Retrieval Systems in December 2015. This final rule modifies regulations pertaining to 42 Code of Federal Regulations (CFR) 433 and 45 CFR 95.611, effective January 1, 2016. This final rule supports increased use of the MITA framework.

MDH submitted a MMIS Planning Advanced Planning Document (PAPD) to CMS for approval of MDH's intentions for improvements to the Maryland Medicaid enterprise. In September 2016, MDH received CMS approval for the funding to complete a MITA 3.0 State Self-Assessment (SS-A) as the initial step towards a modular transformation of Maryland's MMIS. The MITA SS-A will serve as a guide for transforming Maryland's Medicaid systems and business processes for replacing the MMIS. MDH developed an Implementation Advance Planning Document (IAPD) for the Maryland MMIS MMT project. The MMT will not be a single monolithic MMIS replacement, rather, the MMIS architecture will disperse legacy MMIS functions and new initiatives among multiple subsystems comprised of multiple integrated MMIS solutions. The IAPD for the MMT project includes an implementation time line and request for federal funding to implement various MMIS modules over an eight-plus year span. This Maryland Program MES Modular Transformation Roadmap (MITA Roadmap) includes models where MMT contractors will be contracted through the MDH procurement processes to perform planning, systems development, application development / implementation, interfaces and data efficiencies to the new MMT. Some of the MMIS modules included in the IAPD are:

- Customer Relationship Management (CRM) / Case Management
- Pharmacy Point of Sale Electronic Claims Management System (POSECMS)
- Decision Support System (DSS) / Data Warehouse (DW)
- Provider Management
- Financial Management
- Core MMIS

The estimated timeline for these modules is shown in the MITA Roadmap below:



NOTE: The timeframes and durations indicated above are estimates only and subject to change.

### 2.2.1 MMT Project Goals

The stated overarching MMT goals for MDH Goals are:

- **Increase Coordination** – Getting a handle on the larger picture, eliminating duplicative services and administrative inefficiency results in better care coordination for consumers.
- **Increase Automation** – Eliminating time-consuming, manual processes increases efficiencies and reduces errors in information to support clinical decisions by providers and increases quality for consumers while reducing the length of the process.
- **Enhance Interoperability** – Allowing programs/systems to share information, either through an Enterprise Service Bus (ESB) or direct interfaces, as automation increases results in better efficiency and information availability to help program staff complete their day-to-day tasks.
- **Expand Modularity** – Several components of the MMIS are already moving towards a more modular design and continuing this process to expand the modularity of the system will allow for the legacy system to be updated in smaller components.

### 2.2.2 MITA Overview and SS-A

#### A. MITA Overview

MITA is a business initiative of CMS, in cooperation with state programs, intended to stimulate an integrated business and technological transformation of the Medicaid Enterprise in all states. The MITA Framework 3.0 is a consolidation of principles, business and technical models, and guidelines that create a template that states may use to develop their individual Enterprise Architectures (EAs). MITA guidelines support states' requests for appropriate Federal Financial Participation (FFP) for Medicaid Enterprise systems such as the MMIS. MITA is intended to provide a Business and Information Architecture that states can use as a framework for improving Medicaid by standardizing processes and exchanging data throughout the Medicaid Enterprise. The MITA processes provide guidance to the states for their Medicaid enterprises for how to adopt the MITA Framework through shared leadership, collaboration, and reuse of solutions. The MITA planning guidelines help states prepare the MITA SS-A and MITA Roadmap to develop enterprise architectures to align to and advance increasingly in MITA maturity for business, architecture, and data. MITA guidelines support states' requests for appropriate FFP for their MMIS, as well as the Medicaid IT system(s) projects related to eligibility determination and enrollment activities.

MITA identifies common Medicaid business processes and seeks to automate them into web services. Web services encompass standards that enable automated applications to communicate and exchange data over the internet (or intranet) across many sites and organizations. The development of common data and information standards allows interoperability across different platforms, integration of applications, and modular programming so changes can be introduced incrementally, and existing information assets can be leveraged. MITA entails far more than paying and documenting claims; it envisions significant business processing, information, and technical changes including:

- Improvements in monitoring programs and the quality of care through data sharing across the Medicaid Enterprise
- Efficient use of resources through sharing reusable software
- More timely responses to program changes and emerging health care needs
- Improved access to high-quality information so patients and providers can make more informed decisions about health care

This conceptual transformation entails transitioning to a Service Oriented Architecture (SOA) that is nationally interoperable. Some changes can be made in less than five years. Other transformations will take five-to-ten years, largely because defining scope changes related to longer-term strategies are dependent upon technologies and business processes that do not exist today or have not yet been fully evolved by Maryland or CMS.

The following CMS website provides information regarding MITA 3.0:

<https://www.medicaid.gov/medicaid/data-and-systems/mita/mita-30/index.html>

#### **B. MITA Maturity Model (MMM)**

The following CMS website explains the MMM role in the MITA architectural framework and how the MITA team, CMS, states, and contractor use it.

<https://www.cms.gov/research-statistics-data-and-systems/computer-data-and-systems/medicaidinfotecharch/downloads/mitamm.pdf>

#### **C. MDH MITA History**

1. 2009 – MDH completed a MITA 2.0 SS-A
2. 2017 – MDH reviewed the MITA 2.0 SS-A to map to MITA 3.0
3. 2017 – MDH held series of MITA business sessions to validate MITA As-Is information and define the To-Be vision for progression through the MITA Maturity Levels.
4. 2018 – MDH submitted to CMS and updated MITA 3.0 SS-A that included:
  - a. Business Assessment and Technical Assessment
  - b. Updated MITA As-Is and To-Be Assessment
  - c. MITA Gap Analysis
  - d. MITA Roadmap that defines the plan for business and functional improvements to Maryland’s Medicaid Program.

#### **2.2.3 Required Project Policies, Guidelines and Methodologies**

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

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

- A. The State of Maryland System Development Life Cycle (SDLC) methodology at: [www.DoIT.maryland.gov](http://www.DoIT.maryland.gov) - keyword: SDLC;
- B. The State of Maryland Information Technology Security Policy and Standards at: [www.DoIT.maryland.gov](http://www.DoIT.maryland.gov) - keyword: Security Policy;
- B. The State of Maryland Information Technology Non-Visual Standards at: <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>;
- C. The State of Maryland Information Technology Project Oversight at: [www.DoIT.maryland.gov](http://www.DoIT.maryland.gov) - keyword: IT Project Oversight;

- D. IRS requirements for the protection of Federal Tax Information as described in IRS Publication 1075 at: <https://www.irs.gov/pub/irs-pdf/p1075.pdf>;
- E. Security requirements as defined in NIST 800-53 Release 4 at: <https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf>; and
- F. The TO Contractor shall follow project management methodologies consistent with the most recent edition of the Project Management Institute's *Project Management Body of Knowledge Guide*; and
- G. TO Contractor Personnel shall follow a consistent methodology for all Task Order activities.
- H. The TO Contractor shall ensure that all MMT contractor solutions comply with the national standards as prescribed by HIPAA, by the Balanced Budget Act of 1997, and by any other Federal requirements.
- I. The TO Contractor shall ensure that all MMT contractor solutions meet the conditions and standards for enhanced federal match through the design, development, integration, implementation, and operation of the CMS Conditions and Standards. CMS' Conditions and Standards are located at <https://www.regulations.gov/document?D=CMS-2010-0251-0044>
- J. The TO Contractor is responsible for ensuring that all MMT contractor solutions are compliant with CMS Conditions and Standards. The State is committed to compliance with CMS's Conditions and Standards for Enhanced Federal Funding, including requirements established in State Medicaid Director Letter (SMDL) # 16-009, released June 27, 2016, <https://www.medicaid.gov/federal-policy-guidance/downloads/smd16009.pdf>.

## 2.3 TO Contractor Responsibilities and Tasks - Category 1

The following are examples of the tasks and deliverables that will be required in Work Orders issued under Category 1 – Program Management Work Orders that will be issued by MDH:

### 2.3.1 Programmatic Advisory and Support Services

The TO Contractor shall provide programmatic advisory services to MDH for planning and managing the MMT program. The TO Contractor shall perform periodic tasks, as needed and directed by MDH, regarding MITA assessment and planning, project and program management, and other programmatic support. The TO Contractor shall:

- A. Build a PMO that aligns with the strategy, goals, and objectives of the Department. The TO Contractor shall define and build the foundation and gain clarity and agreement from MDH on what the PMO will look like. This includes establishing a common set of goals and expectations.
- B. The TO Contractor shall deliver its PMO Startup Plan that shall detail the TO Contractor's activities, responsibilities and resources needed to startup and operate the PMO. The Startup Plan shall include activities implementing and staffing the PMO, aligning the PMO with the role defined for the PMO in the overall program governance structure, and provide staffing recommendations for the internal MDH program team.
- C. During the PMO Startup, the TO Contractor shall develop the Project Management Plan (PMP) that shall detail the TO Contractor's approach to and activities for project management of the MMT contractors, as well as the approach for oversight of the entire

MMT Implementation. The PMP shall detail the tools and technologies that shall be used for Program management of activities that shall include, but not be limited to, program and project status reporting, schedule maintenance, and the risk and issue management. The PMP shall be based on the specifications contained in this TORFP, the PMO Startup Plan, the SDLC Management Plan, and industry leading practices and methodologies.

- D. The TO Contractor shall follow practices recommended by their Project Management Framework and Project Management Framework Guide and provide all necessary or recommended documentation. In addition, the TO Contractor shall provide the initial draft of a comprehensive Project Management Plan (PMP) which includes:
1. Program governance structures that include the Organization Chart and Steering Committee members.
  2. Standards for program and project communications that include weekly and monthly status reporting and Steering Committee meetings.
  3. A schedule outline for regular status meetings and Steering Committee meetings with associated required participants.
  4. A Program Charter that outlines the agreed responsibilities of all participants in the program.
  5. Review acceptance criteria for completion of each major phase of work.
- E. Update and document the MITA Roadmap with changes to the MITA SS-A and related MITA artifacts throughout the term of the TO Agreement. The TO Contractor shall document the analysis of the MMIS using the components of the current MITA SS-A which includes the MITA Business, Information, and Technical Capability Matrices Assessment, and CMS Conditions and Standards.
- F. Develop and maintain all Advance Planning Documents (APDs), as needed, and provide timelines, program status, and relative resource requirements.
- G. Support the procurement process throughout the procurement cycle for the MMT program and other procurements supporting the MDH OET MMIS systems. Participate as a non-voting member in the technical review of submitted proposals in responses to solicitation as directed by MDH.
- H. Develop and document a Medicaid Enterprise Certification Management Plan to provide an analysis of the MECT CMS version 2.2. (see link to MECT Section 2.3.10.A.4)
- I. Manage the Medicaid Enterprise Certification process for each MMT project in accordance with the current CMS Medicaid Enterprise Certification Toolkit (MECT). For each applicable MMT project module, the TO Contractor shall develop and document a Medicaid Enterprise Certification Management Plan ensuring that newly implemented MMIS systems meets the CMS Conditions and Standards as well as the certification requirements as found in the Pharmacy MECT Module found at <https://www.medicaid.gov/medicaid/data-and-systems/mect/index.html>.
- J. Participate in all provider/MCO/public workshops and meetings required by MDH. This includes creating required materials for use in the workshops/meetings as defined by MDH. MDH shall not be responsible for paying travel-related expenses for TO Contractor staff.

- K. Develop and adhere to continuous service improvement approach for the PMO function throughout the life of the Contract.
- L. Identify and gather lessons learned and best practices throughout the MMT Modules System Development Life Cycle (SDLC).
- M. Use the MDH SharePoint tools to ensure all duties are stored, maintained, and manage documentation. The TO Contractor shall be responsible for documenting project decisions and action items in the Office of Enterprise Technology (OET) SharePoint and following up on them to ensure they are addressed promptly.
- N. Ensure that all knowledge transfer activities are being conducted throughout all projects life cycles and that they are documented in a knowledge transfer plan. MDH requires thirty (30) days to approve the knowledge transfer plan when roles are replaced.
- O. The TO Contractor shall prepare a QA Report that reflects the QA, reviews, findings, and corrective actions of the MMT contractors.
- P. Participate in Joint Application Design (JAD) sessions to provide oversight, input, review, monitor, report, ensure adherence to PMO standards/processes for requirements gathering, ensure that all identified requirements from JAD sessions are documented, and make sure the MMT contractors meet contractual timeline for follow-ups. Ensure designs are in alignment with MITA expectations.
- Q. Perform research and analysis as needed through the project.

### **2.3.2 Program and Project Management**

- A. Utilize the State Medicaid Manual and CMS regulations as a resource to ensure MMT solutions meet CMS and State requirements. The TO Contractor shall ensure adherence/compliance to MITA standards, the CMS Conditions and Standards, Quality Health Indicators (QHI), System Development Life Cycle (SDLC), and Medicaid Enterprise Certification Toolkit (MECT).
- B. Be responsible for managing, coordinating, and scheduling the IT projects for the MMT Modules, identified in the MMT Project MES Modular Transformation Roadmap, utilizing the methodology aligned with PMI and iterative/agile development standards and industry best practices. The TO Contractor shall develop and maintain the Master Program Schedule for the MMT project.
- C. Establish and execute an MDH approved tracking and reporting framework that includes, but is not limited to, weekly and monthly program status reports (including updates to IV&V, Steering Committee, and CMS), project performance, schedule, and budget Earned Value Management (EVM), Cost Performance Index (CPI), and Schedule Performance Index (SPI). The reporting vehicle/dashboard is to be approved by MDH.
- D. Provide program and project cost management, which shall include cost and budget-to-actual tracking and reporting as directed by MDH; and work directly with MDH Medicaid Finance Team when requested to provide cost-related information, such as, but not limited to, CPI values.

- E. Develop an MMT portfolio reporting process to address MMT program status to be presented to the Maryland Department of Information Technology (DoIT).
- F. Confirm that deliverables, final project documents, and records have been appropriately accepted by the Department and stored in the program/project document library for future reference. The TO Contractor shall maintain Life Cycle Deliverables throughout the life cycle of the MMT project for all MMT contractors, including, but not limited to, the following plan updates:
  - 1. Weekly and Monthly Project Status Reports
  - 2. Project Dashboard
  - 3. Master program schedule
  - 4. RACI Matrix
- G. Assist the Department in managing all stakeholder expectations and involvement in project decisions.
- H. Provide program and project risk and issue identification, monitoring, and management.
- I. Provide program-level monitoring and reporting to MDH leadership by including, but not being limited to, project performance, resource management, budget, scope, schedule, quality, risks and issues.
- J. Provide support to the Department and MMT contractors in the development and the management of project schedules; and build, monitor, and maintain the master program schedule.
- K. Review and approve the proposed outline format and content of all deliverable documents/artifacts for all the MMT contractors. Reduce deliverables document turnaround delivery time through documenting, communicating, and monitoring standard processes.
- L. Practice and adhere to PMI project management knowledge areas, including, but not be limited to, the following:
  - 1. Integration management
  - 2. Project scope management
  - 3. Communication management
  - 4. Project cost management
  - 5. Project time management
  - 6. Project quality management
  - 7. Project human resource management
  - 8. Project risk management
  - 9. Project procurement management
- M. Manage security, compliance and audits.
- N. Ensure Dependency Awareness. These dependencies include business requirements to application capability, application to application interface structure, data management, data interface requirement's, and business intelligence requirements. Provide dependency

management oversight between all MMT contractors and MDH projects.

- O. Provide information and support to the IV&V contractor and follow all Code of Federal Regulations (CFR) requirements as it relates to interactions with the IV&V contractor.
- P. Assist the Department and MMT contractors, as needed, in preparation for and execution of CMS Medicaid Enterprise Certification Life Cycle (MECL) Milestones.

### **2.3.3 Project Management of Concurrent MMT Projects**

The MMT program will have concurrent modular implementation projects that will deliver solutions expected to integrate with the solutions developed within this program. In addition, the projects will require the sharing of limited resources, including MDH staff. The TO Contractor shall be required to collaborate and to cooperate with other MMT contractors and MDH, as needed, to develop and maintain a consolidated multi-module implementation Master Program Schedule.

### **2.3.4 Issue and Risk Management**

MDH will look to reduce the impact of issues and risks that arise during the program life cycle. The TO Contractor shall implement robust issue and risk management processes that will lessen the time it takes to detect, resolve and mitigate them. The

### **2.3.5 Testing**

The TO Contractor shall ensure that the MMT contractors complete all testing. The TO Contractor shall review, track, and report at the MDH executive level that MMT contractors have conducted the proper testing and obtained adequate signoff/proof of all testing.

### **2.3.6 Training**

The TO Contractor shall develop and provide training on the project management methodology, use of project management templates, and the approach to training in general. The TO Contractor shall also review MMT contractor training plans to ensure they meet the expectations of the Department.

### **2.3.7 Organizational Change Management (OCM)**

- A. The purpose of OCM is to support OET successfully in the transition from the current business processes and organizational structure to the future business practices and organizational structure surrounding the requested solution in a controlled way. The TO Contractor shall be expected to integrate these change efforts with any ongoing MDH-wide Organizational Change program at the time of the development effort.
- B. OCM is directed to maximize positive response to the requested solution by effectively managing stakeholder expectations and helping to ensure smooth adoption of the new system. It incorporates effective communication and highlights impacts on the affected business processes. The OCM limits disruption of staff and minimizes the impact to Maryland citizens.
- C. The TO Contractor shall be responsible for ensuring the Department staff, organizations, groups, bodies, and individuals from the private sector are trained in the new business processes, operating procedures, and core and specialized system functions.

### 2.3.8 MPMO Interaction with MDH Independent Verification and Validation (IV&V)

The TO Contractor shall cooperate with any IV&V contractor that the State engages throughout all phases of the project/program life cycle. The TO Contractor shall:

- A. Provide documentation to MDH and the IV&V contractor to facilitate the IV&V process upon request and as directed by MDH.
- B. Support the IV&V contractor in its objective IV&V activities, and support and advance open communications and transparency among all project stakeholders.
- C. Plan for IV&V participation, reviews, verifications, validations, and assessments of the TO Contractor's management of the project, the processes defined to develop, document and implement the functional and technical design, and compliance to Federal and State regulations and guidance throughout project execution.
- D. Be responsible for reviewing the IV&V status reports and make appropriate project changes to mitigate any risks or issues that are identified by the IV&V contractor proactively or at the direction of MDH.
- E. Be required to supply updated material to the IV&V contractor on a quarterly basis for inclusion in the IV&V progress reports throughout the projects lifecycles until all systems receive certification.

### 2.3.9 System Compliance

- A. The TO Contractor is responsible for ensuring that all regulation requirements are tracked and met through the utilization of a Requirements Traceability Matrix (RTM).
- B. The TO Contractor shall ensure that all MMT contractors comply with all laws, regulations, and rules. Compliance is required at a minimum for all applicable MDH IT Policies, Commercial of the Shelf (COTS) Enterprise Policies, Internal Revenue Service (IRS) Publication 1075 requirements, and Social Security Administration guidelines and regulations.
- C. The TO Contractor shall be required to cooperate with any third-party contractor that the State engages to conduct a Certification and Accreditation audit of the system controls prior to implementation.
- D. The TO Contractor shall ensure that requested MMT contractor solutions are built based upon leading practices for secure application development, and shall protect the privacy and disclosure of sensitive, protected health information and personally identifiable information in accordance with HIPAA Security and Privacy Rules.

### 2.3.10 CMS Milestone Support

#### A. CMS Certification Process

The Department is committed to compliance with CMS' Conditions and Standards for Enhanced Federal Funding. Achieving and maintaining CMS certification for our solutions is key to the Department's success. The Department will comply with CMS' MECT approach to system

certification. The TO Contractor shall be able to adapt to changes to the MECT as they become available from CMS. The TO Contractor's responsibilities shall include, but are not limited to, the following:

1. The TO Contractor shall be the Point of Contact for CMS certification processes and activities.
2. TO Contractor will prepare a CMS Certification Plan that defines the TO Contractor's roles and responsibilities as it relates to the CMS certifications of the MMT contractor solutions.
3. The TO Contractor shall review, track, and report on each contractors' module management activities for MECT checklist items and support the review and validation of those items by the MDH, IV&V contractor and CMS. Certification shall be conducted in a modular fashion or at CMS's direction, so the MMT Modules shall be assessed on products and services provided.
4. The TO Contractor shall review, track, and monitor the MMT contractors to ensure compliance to the MITA 3.0 or higher Framework and the CMS Conditions and Standards requirements. Refer to the CMS MITA checklist located at the CMS website:

<https://www.medicaid.gov/medicaid/data-and-systems/mect/index.html>.

#### B. CMS Milestone Reviews

The TO Contractor is responsible for validating that all artifacts and documentation, required by CMS for compliance are created by MMT contractors. The TO Contractor shall participate in all CMS certification activities and provide documentation and artifacts as required for certification.

1. As part of the TO Contractor's Program Management Services, the TO Contractor shall assist the State and all MMT contractors in the preparation for and execution of CMS milestones as defined in the CMS MECL <https://www.medicaid.gov/medicaid/data-and-systems/mect/mect.html>. The TO Contractor shall use and adhere to the MECL to assist the Department in preparing the artifacts required by CMS in preparation for the Milestones in order to achieve maximum FFP.
2. The Department delegates the primary responsibility for preparation for the milestones and/or information that would lead to successful milestones to the TO Contractor. These tasks may include, but are not limited to, preparation of documentation, performance of QA reviews of artifacts and maintenance of CMS MITA Checklists.
3. The TO Contractor shall provide the Department with decision support analysis and milestone exit evaluations and recommendations during each phase of each project prior to the phase milestones exit decision. This evaluation shall include, but are not limited to, a summary and analysis of all Milestone management activities as defined in the CMS MECL and the key issues outstanding that affect the Department's decision to exit the milestone.

### 2.3.11 Strategic Planning

- A. Plan, conduct, and document strategic planning sessions with stakeholders for collecting the needs and objectives and developing the Enterprise Systems Strategic Plan.
- B. Develop and document the Enterprise Systems Strategic Plan which shall serve as the MDH MMIS Concept of Operations. The TO Contractor shall utilize the current MITA Framework, the CMS Conditions and Standards, as well as the current MITA SS-A.
- C. Update the Enterprise Systems Strategic Plan on an annual basis or as directed by MDH.
- D. At the direction of MDH, plan, develop, document, maintain, and update various CMS Advance Planning Documents (APDs) needed for requesting federal enhanced funding for MMT projects in accordance with 45 Code of Federal Regulations (CFR) 95, subpart F, 42 CFR 433, subpart C, the State Medicaid Manual Part 11, and CMS sub-regulatory guidance.

### 2.3.12 Program Management & Control

The TO Contractor shall develop the following PMO Management Approach Plans (MAP):

- A. Management Approach Plan for PMO Approach to IV&V. The PMO's approach to working with the State's IV&V contractor. The approach should include recognition that the TO Contractor's deliverables and supporting work products, activities, and services will be monitored by the IV&V contractor for contractual completeness and compliance.
- B. Management Approach Plan for MMT contractors. The TO Contractor will consult with the Program Manager prior to creating the Management Approach Plan. TO Contractor shall develop and submit PMO's management approach plan to working in partnership with MMT contractors (e.g. SI, MMIS Core, Medicaid DSS/DW). The TO Contractor will consult with the Department prior to creating the Management Approach Plan for any contractor.
- C. The TO Contractor shall be required to maintain a Requirements Traceability Matrix throughout the life of the TO to demonstrate how they meet the business, technical, and contractual requirements.

### 2.3.13 PMO Project Management Plans (PMP) Requirements

- A. The TO Contractor shall create a Project Management Plan (PMP). This Plan shall detail the TO Contractor's approach and activities for management of the Program. The plan shall be based on the specifications contained in this TORFP, the PMP Startup Plan, PMI and iterative/agile development best practices. The TO Contractor shall prepare and maintain a PMP to include, but not be limited to, the following plans:
- B. The TO Contractor shall prepare the Change Management Plan that provides a clearly defined and comprehensive change management methodology that follows the Project Management Body of Knowledge (PMBOK)® Guide and project management industry best practices. The Change Management Plan shall define a formal process to address any requested changes to requirements or scope defined in this TORFP. The proposed change management approach shall address the initiation, submission, impact assessment, review, and approval or rejection of all changes. The Contractor shall provide oversight in Program Change Management aligned with changes in scope, time, and cost.
- C. The TO Contractor shall prepare a Communication Management Plan which shall contain a communication matrix establishing and categorizing stakeholders and defining their individual project-related communication needs and the communication methods/types to meet those needs. The TO Contractor shall ensure communication standards are followed by

OET staff, PMO staff, as well as MMT contractors. The Communication Plan shall contain, at a minimum, the following items:

1. Identify the audiences/stakeholder groups impacted by communication events.
  2. Identify the most common communication events that shall occur throughout the project to raise awareness of communication events and to keep the audience and stakeholders informed.
  3. Identify the frequency and the media/forum(s) for each communication event.
  4. Identify the standards that shall be adopted to make communication more efficient and measurable.
  5. Document program escalation process to highlight issues to a higher authority.
  6. Provide stakeholders with the details of relevant and critical issues.
  7. Provide a methodology to encourage stakeholders to accept and promote project decisions and activities.
  8. Provide a process to reduce the level of misinformation and misunderstanding about the project.
  9. Provide a method to inform stakeholders concerning decisions, delays, and changes in the implementation process.
  10. Identify protocols and procedures for reporting on issues, work activities, tasks and deliverables.
- D. The TO Contractor shall prepare and update a Cost Management Plan in collaboration with MDH Budget Analysts. The Plan shall comply with the PMBOK® Guide and project management industry best practices. The Plan shall contain information regarding the activities, procedures, and roles and responsibilities for these processes. The TO Contractor will also work with MMT contractors to develop a Program Cost Management Plan.
- E. The TO Contractor shall define how documents shall be managed and how the document library structure shall be set up and secured throughout the various project lifecycles. The plan shall define how the SharePoint and historical information are managed and provide a consistent approach for the creation, update, and format of documents that comply with the State's Records Retention Standards.
- F. The TO Contractor shall define how documents will be managed over the program and throughout the various project life cycles. It will also detail the TO Contractor and all MMT contractor's roles in program/project document management. The Plan shall include the process of organizing, storing, protecting, revising, versioning, and sharing documents. The Plan shall define how electronic repositories of documents and historical information are managed, and how, if requested, one hard copy will be provided, and provide a consistent approach for the creation, update, and format of documents. The Plan shall also describe how the document library will be set up and secured.
- G. The TO Contractor shall detail the deliverables and deliverable dates in a RACI matrix that shall be included in the TO Contractor's PMO Management Plan. The TO Contractor will also provide a template and mentoring to the MMT contractors as needed.

#### **2.3.14 Management of Deliverables**

- A. For all MMT contractors, review and approve the proposed outline format and content of all deliverable documents/artifacts.

- B. The TO Contractor shall prepare a RACI matrix and chart detailing deliverables that shall be included in the TO Contractor's PMO Management Plan. To include the various RACI duties and relationships to the Department and to the MMT contractors.
- C. The TO Contractor is responsible to make MDH aware when an MMT contractor does not meet their scheduled deliverable due date.
- D. The TO Contractor shall deliver preliminary and interim versions of deliverables/artifacts as required by the schedule for CMS certification. The final version shall be subject to review and approval by the Department regardless of any preliminary or interim versions received and accepted for the purposes of CMS certification.
- E. The TO Contractor shall provide a resource that shall be dedicated to managing the schedule of and repository for deliverables/artifacts. Responsibilities shall include, but not be limited to, the following: maintaining the SharePoint for deliverables/artifacts, tracking the status of deliverables/artifacts in review and deliverables/artifacts approved, tracking the completion of action items and comments on deliverables/artifacts, and maintaining communication records of signoffs or deliverable/artifact rejections.

### 2.3.15 Program/Project Management Template Requirements

The TO Contractor shall provide program/project management templates that shall be shared with the MMT contractors. The TO Contractor shall develop and maintain the templates (ready-made forms for managing every project) to be used as appropriate to fit project efforts. All templates shall be provided to MDH in Microsoft Office or Project format. The templates shall be designed specifically to assist both new and experienced project managers in handling all aspects of a project and shall align with industry standards.

## 2.4 Project Support Services - Category 2

2.4.1 In order to effectively implement the new, modern systems and applications under the MMT Project, various services and resources will be required at every stage of development. Examples of potential services that may be required under a work order include, but are not limited to:

- A. Analyzing industry best-of-breed and documenting complex system requirements.
- B. Designing software tools and subsystems to support software reuse and domain analyses and managing their implementation.
- C. Interpreting software requirements, designing specifications to code, managing software development and support (using formal specifications, data flow diagrams, and other accepted design techniques and tools), and integrating and testing software components.
- D. Estimating and validating software development effort and schedules.
- E. Reviewing existing programs and assisting in making refinements, performance improvements, and improving current techniques.
- F. Estimating and tracking software quality attributes.
- G. Engaging in the full life cycle of a software system development.
- H. Providing process definition and reengineering.
- I. Requirements Management Plan (project planning, quality assurance, project tracking and oversight, organizational process focus).
- J. Project management, certification, validation and verification services.
- K. Providing architecture and security services.

- L. Supervising software configuration management.

All resources and services under Category 2 of this TORFP will be requested through the Work Order process (see Section 3.14). Master Contractors shall propose their Staffing Management Plan for providing the types of resources and services that will support the State during the new system development activities associated with the MMT.

## 2.5 Deliverables

**2.5.1** The TO Contractor shall request the TO Manager confirm receipt of that deliverable by sending an e-mail identifying the deliverable name and date of receipt.

- A. Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project and/or Microsoft Visio within two (2) versions of the current version. At the TO Manager's discretion, the TO Manager may request one hard copy of a written deliverable.
- B. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (except for deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in **Section 2.5.3** Minimum Deliverable Quality.

### 2.5.2 Deliverable Acceptance

- A. The TO Manager is responsible for coordinating comments and input from various team members and stakeholders. The TO Manager is responsible for providing clear guidance and direction to the TO Contractor in the event of divergent feedback from various team members.
- B. In the event of rejection, the TO Manager will formally communicate in writing any deliverable deficiencies or non-conformities to the TO Contractor, describing in those deficiencies what shall be corrected prior to acceptance of the deliverable in sufficient detail for the TO Contractor to address the deficiencies. The TO Contractor shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.
- C. At the TO Manager's discretion, subsequent project tasks may not continue until deliverable deficiencies are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks.

### 2.5.3 Minimum Deliverable Quality

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

Each deliverable shall meet the following minimum acceptance criteria:

- A. Be presented in a format appropriate for the subject matter and depth of discussion.
- B. Be organized in a manner that presents a logical flow of the deliverable's content.
- C. Represent information reasonably expected to have been known at the time of submittal.
- D. In each section of the deliverable, include only information relevant to that section of the deliverable.

- E. Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
- F. Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
- G. Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.
- H. Must contain the date, author, and page numbers. When applicable for a deliverable, a revision table must be included.
- I. A draft written deliverable may contain limited structural errors such as incorrect punctuation and shall represent a significant level of completeness toward the associated final written deliverable. The draft written deliverable shall otherwise comply with minimum deliverable quality criteria above.

#### **2.5.4 Deliverable Table**

In addition to the items identified in the table below, the PMO Office and the TO Contractors may suggest other subtasks, artifacts, or deliverables to improve the quality and success of the assigned tasks.

<b>TORFP Section #</b>	<b>Deliverable Name</b>	<b>Due Date</b>
2.3.10.A.2	Certification Plan	Per Work Order
2.3.12.A	Management Approach Plan/PMO Approach to IV&V	Per Work Order
2.3.12.B	Management Approach Plan for MMT contractors	Per Work Order
2.3.12.C	Requirements Traceability Matrix	Per Work Order
2.3.13.A	Project Management Plan (PMP)	Per Work Order
2.3.13.B	Change Management Plan	Per Work Order
2.3.13.C	Communication Management Plan	Per Work Order
2.3.13.D	Cost Management Plan	Per Work Order
2.4.1.I	Requirements Management Plan	Per Work Order

#### **2.6 Change Orders**

- A. If the TO Contractor is required to perform work beyond the scope of this TORFP and Contract, or there is a work reduction due to unforeseen scope changes, the TO Contractor will continue to work based on the original TORFP and Contract. A request for a TO Change Order will be required. The TO Contractor and TO Manager shall attempt to negotiate a mutually acceptable modification based on the TO Contractor's New proposal for any added work to the State. If a TO Change Order is needed, the TO Contractor will use their rates in the Master Contract and scope of work will change based on the Change Order.

- B. No additional or new scope of work changes shall be performed until a change order is approved by DoIT and executed by the TO Procurement Officer.

## **2.7 Service Level Agreement (SLA)**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

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## 3 TO Contractor Requirements: General

### 3.1 Task Order Initiation Requirements

Category 1 and Category 2 TO Contractor(s) shall schedule and hold a kickoff meeting within 10 Business Days of NTP Date. At the kickoff, the Category 1 TO Contractor shall furnish an updated Project Schedule describing the activities for the Category 1 TO Contractor.

### 3.2 End of Task Order Transition

- A. The PMO Category 1 TO Contractor shall commence PMO Base Contract Turnover activities one (1) year prior to the end date of the base Contract period. The Category 1 TO Contractor shall develop project closure artifacts timely and ensure project completion. Turnover process shall be exercised by MDH at the end of the Contract period or any termination of the Contract. When MDH exercises this process, the Category 1 TO Contractor is required to transfer PMO support services during the Contract period at no additional cost to the State of Maryland. Transition process shall begin execution one (1) year prior to the Contract end date. The Category 1 TO Contractor shall cooperate with MDH in the planning and transfer of the solution and operations. MDH shall have an option to designate a successor contractor (designee) to assume the PMO responsibilities.
- B. The PMO TO Contractor shall provide MDH current operational and systematic processing procedures, data, and documentation, or other information on a schedule as required by MDH at the beginning of the Turnover Phase. All the data, documentation, and intellectual property under this Contract is owned by the State of Maryland and is not to be shared with non-approved entities.
- C. The PMO TO Contractor shall provide full support and assistance in turning over the complete and current PMO solution to MDH or a successor contractor. MDH desires a low-risk turnover that is transparent to recipients, providers, and users. Specific objectives shall be the orderly, complete, and controlled transition of processing and services provided to clients, providers, and operational users of the solution to MDH or the successor contractor to minimize any disruption.
- D. The PMO Turnover Strategy shall establish a self-sufficient PMO to support MDH projects as part of the exit or turnover strategy. The TO Contractor shall develop Project Management methodology as it refers to the processes, procedures, templates, best practices, standards, guidelines, policies, etc., with MDH approval. The turnover/transition shall also include training for MDH staff or successor contractor, Program/Project Management artifacts, and additional turnover/transition support by the TO Contractor if requested by MDH.
- E. The PMO TO Contractor shall develop project closure artifacts, ensure project completion, and receive approval for the PMO Turnover/Transition Acceptance Form.

- 3.2.1** The TO Contractor shall provide transition assistance as requested by the State to facilitate the orderly transfer of services to the State or a follow-on contractor, for a period up to one-hundred twenty (120) days prior to Task Order end date, or the termination thereof. Such transition efforts shall consist, not by way of limitation, of:

- A. Provide additional services and/or support as requested to successfully complete the transition;
- B. Maintain the services called for by the Task Order at the required level of proficiency;
- C. Provide updated System Documentation, as appropriate; and
- D. Provide current operating procedures (as appropriate).

**3.2.2** The TO Contractor shall work toward a prompt and timely transition, proceeding in accordance with the directions of the TO Manager. The TO Manager may provide the TO Contractor with additional instructions to meet specific transition requirements prior to the end of the Task Order.

**3.2.3** The TO Contractor shall ensure that all necessary knowledge and materials for the tasks completed are transferred to the custody of State personnel or a third party, as directed by the TO Manager.

**3.2.4** The TO Contractor shall support end-of-Task Order transition efforts with technical and project support to include but not be limited to:

The TO Contractor shall provide a draft Transition-Out Plan 120 Business Days in advance of Task Order end date.

A. The Transition-Out Plan shall address at a minimum the following areas:

- 1) Any staffing concerns/issues related to the closeout of the Task Order;
- 2) Communications and reporting process between the TO Contractor, the OET and the TO Manager;
- 3) Any final training/orientation of OET staff;
- 4) Knowledge transfer, to include:
  - 1) A working knowledge of the current system environments as well as the general business practices of the incumbent.
  - 2) Review with the incoming contractor and OET the procedures and practices that support the business process and current system environments;
  - 3) Working knowledge of all technical and functional matters associated with the Solution, its architecture, data file structure, interfaces, any batch programs, and any hardware or software tools utilized in the performance of this Task Order;
  - 4) Documentation that lists and describes all hardware and software tools utilized in the performance of this Task Order.
- 5) Plans to complete tasks and any unfinished work items (including open change requests, and known bug/issues); and
- 6) Any risk factors with the timing and the Transition-Out schedule and transition process. The TO Contractor shall document any risk factors and suggested solutions.

B. The TO Contractor shall ensure all documentation and data including, but not limited to, System Documentation and current operating procedures, is current and complete with a hard and soft copy in a format prescribed by the TO Manager.

### 3.2.5 Return and Maintenance of State Data

Upon termination or the expiration of the TO Agreement term, the TO Contractor shall: (a) return to the State all State data in either the form it was provided to the TO Contractor or in a mutually agreed format along with the schema necessary to read such data; (b) preserve, maintain, and protect all State data until the earlier of a direction by the State to delete such data or the expiration of 90 days (“the retention period”) from the date of termination or expiration of the TO Agreement term; (c) after the retention period, the TO Contractor shall securely dispose of and permanently delete all State data in all of its forms, such as disk, CD/DVD, backup tape and paper such that it is not recoverable, according to National Institute of Standards and Technology (NIST)-approved methods with certificates of destruction to be provided to the State; and (d) prepare an accurate accounting from which the State may reconcile all outstanding accounts. The final monthly invoice for the services provided hereunder shall include all charges for the 90-day data retention period.

- A. During any period of service suspension, the TO Contractor shall maintain all State data in its then existing form, unless otherwise directed in writing by the TO Manager.
- B. In addition to the foregoing, the State shall be entitled to any post-termination/expiration assistance generally made available by TO Contractor with respect to the services.

## 3.3 Invoicing

### 3.3.1 Definitions

“**Proper Invoice**” means a bill, written document, or electronic transmission, readable by the agency, provided by a contractor requesting an amount that is due and payable by law under a written procurement contract for property received or services rendered that meets the requirements of COMAR 21.06.09.02.

“**Late Payment**” means any amount that is due and payable by law under a written procurement contract, without deferral, delay, or set-off under COMAR 21.02.07.03, and remains unpaid more than 45 days after an agency receives a Proper Invoice.

“**Payment**” includes all required processing and authorization by the Comptroller of the Treasury, as provided under COMAR 21.02.07, and may be deferred, delayed, or set-off as applicable under COMAR 21.02.07.03.

### 3.3.2 General

- A. Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract.
- B. The TO Contractor shall send OR e-mail the original of each invoice and signed authorization to invoice to the TO Manager.
- C. All invoices for services shall be verified by the TO Contractor as accurate at the time of submission.
- D. Invoices submitted without the required information cannot be processed for payment. A Proper Invoice, required as Payment documentation, must include the following information, without error:
  - a) TO Contractor name and address;
  - b) Remittance address;

- c) Federal taxpayer identification (FEIN) number, social security number, as appropriate;
  - d) Invoice period (i.e. time period during which services covered by invoice were performed);
  - e) Invoice date;
  - f) Invoice number;
  - g) State assigned TO Agreement number;
  - h) State assigned (Blanket) Purchase Order number(s);
  - i) Goods or services provided;
  - j) Amount due; and
  - k) Any additional documentation required by regulation or the Task Order.
- E. Any action on the part of the State or dispute of action by the TO Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.
- F. The State is exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The TO Contractor; however, is not exempt from such sales and use taxes and may be liable for the same.
- G. Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

### 3.3.3. Invoice Submission Schedule

Invoices shall be submitted monthly and within 30 days of delivery of goods and services unless otherwise accepted in the TO Proposal or Work Order response.

### 3.3.4. Time and Materials Invoicing

- A. Time and Material invoices shall be accompanied by notice(s) of acceptance issued by the State for all invoices submitted for payment: DPAF for each deliverable being invoiced (see online example <http://doit.maryland.gov/contracts/Documents/CATSPPlus/CATS+DPAFSample.pdf>) or signed timesheet as described below. Include for each person covered by the invoice the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount and a copy of each person’s timesheet for the period signed by the TO Manager.
- B. Time Sheet Reporting. Within three (3) business days after the 15th and last day of the month, the TO Contractor shall submit a semi-monthly timesheet for the preceding half month providing data for all resources provided under the Task Order.

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

1. Title: “Time Sheet for <<xxxxx>>”
2. Issuing company name, address, and telephone number
3. For each employee /resource:
  - a) Employee / resource name
  - b) For each Period ending date, e.g., “Period Ending: mm/dd/yyyy” (Periods run 1st through 15th and 16th through last day of the month.
  - c) Tasks completed that week and the associated deliverable names and ID#s

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

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

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

**3.3.7 Travel Reimbursement**

Travel will not be reimbursed under this TORFP.

**3.3.8 Retainage**

This solicitation does not require retainage.

**3.4 Liquidated Damages**

This solicitation does not require additional liquidated damages.

**3.5 Disaster Recovery and Data**

The TO Contractor shall ensure that all MMT contractors and subcontractors comply with the Federal requirements, at a minimum, the State of Maryland's Disaster Recovery Plan, the Business Continuity Plan, and the standards and compliance policies. The TO Contractor shall ensure that the MMT Modules,

MMIS Core, Medicaid DSS/DW, and SI Contractor are conducting annual Disaster Recovery exercises as well. The TO Contractor may be involved in the other MMT solutions as part of the Disaster Recovery exercises that affect the MMIS Core, Medicaid DSS/DW, and the SI. The TO Contractor shall be responsible to review, track and report results at the OET level.

Such contingency and DR plans shall be available for the State, MDH OET to inspect and practically test at any reasonable time, and subject to regular updating, revising, and testing throughout the term of the TO Agreement.

### **3.5.1 Data Ownership and Access**

- A. Data, databases and derived data products created, collected, manipulated, or directly purchased as part of a TORFP shall become the property of the State. The purchasing State agency is considered the custodian of the data and shall determine the use, access, distribution and other conditions based on appropriate State statutes and regulations.
- B. Public jurisdiction user accounts and public jurisdiction data shall not be accessed, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of the Task Order, including as necessary to perform the services hereunder or (4) at the State's written request.
- C. The TO Contractor shall limit access to and possession of State data to only TO Contractor Personnel whose responsibilities reasonably require such access or possession and shall train such TO Contractor Personnel on the confidentiality obligations set forth herein.
- D. At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
- E. The Contractor shall not use any information collected in connection with the services furnished under this Contract for any purpose other than fulfilling such services.

**3.5.2 Provisions in Sections 3.5.1** shall survive expiration or termination of the TO Agreement. Additionally, the TO Contractor shall flow down the provisions of Sections 3.5.1 (or the substance thereof) in all subcontracts.

## **3.6 Insurance Requirements**

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

### **3.6.1 Cyber Security / Data Breach Insurance**

Throughout the Term and for three (3) years thereafter, cyber risk/ data breach insurance (either separately or as part of a broad Professional Liability or Errors and Omissions Insurance) with limits of at least US \$5 (five) million per claim. Any "insured vs. insured" exclusions will be modified accordingly to allow the State additional insured status without prejudicing the State's rights under the policy (ies). Coverage shall be sufficiently broad to respond to the Contractor's duties and obligations under the Contract and shall include, but not be limited to, claims involving privacy violations, information theft, damage to or destruction of electronic information, the release of Sensitive Data, and alteration of electronic information, extortion, and network security. The policy shall provide coverage for, not by way of limitation, breach

response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

### 3.7 Security Requirements

#### 3.7.1 Employee Identification

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

#### 3.7.2 Security Clearance / Criminal Background Checks

- a. The TO Contractor shall obtain from all Contractor Personnel assigned to work on the Task Order a signed statement permitting a criminal background check. Prior to commencement of work, the TO Contractor shall secure at its own expense the following type of national criminal history record check and provide the TO Contract Manager with completed checks on such Contractor Personnel prior to assignment:
- b. At a minimum, these background checks must include all convictions and probation before judgment (PBJ) dispositions. The TO Contractor may not assign an individual whose background check reflects any criminal activity to work under this Task Order unless prior written approval is obtained from the TO Contract Manager.
- b. TO Contractor shall be responsible for ensuring that TO Contractor Personnel background check certifications are renewed annually, and at the sole expense to the TO Contractor.
- c. Further, TO Contractor Personnel may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Contractor Personnel to be accompanied while on secured premises.
- d. TO Contractor shall complete a criminal background check prior to any individual TO Contractor Personnel being assigned work on the project. TO Contractor shall provide a Criminal Background Check Affidavit (**Appendix 3**) prior to any work commencing on the Task Order.

### 3.7.3 On-Site Security Requirement(s)

- a. For the conditions noted below, TO Contractor Personnel may be barred from entrance or leaving any site until such time that the State's conditions and queries are satisfied.
- b. TO Contractor Personnel may be subject to random security checks when entering and leaving State secured areas. The State reserves the right to require TO Contractor Personnel to be accompanied while in secured premises.
- c. Some State sites, especially those premises of the Department of Public Safety and Correctional Services, require each person entering the premises to document and inventory items (such as tools and equipment) being brought onto the site, and to submit to a physical search of his or her person. Therefore, TO Contractor Personnel shall always have available an inventory list of tools being brought onto a site and be prepared to present the inventory list to the State staff or an officer upon arrival for review, as well as present the tools or equipment for inspection. Before leaving the site, the TO Contractor Personnel will again present the inventory list and the tools or equipment for inspection. Upon both entering the site and leaving the site, State staff or a correctional or police officer may search TO Contractor Personnel. Depending upon facility rules, specific tools or personal items may be prohibited from being brought into the facility.
- d. Any TO Contractor Personnel who enters the premises of a facility under the jurisdiction of the State of Maryland may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the State of Maryland MDH OET.
- e. Further, TO Contractor Personnel shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the agency that controls the facility to which the TO Contractor Personnel seeks access. The failure of any of the TO Contractor Personnel to comply with any provision of the TO Agreement is sufficient grounds for the State to immediately terminate the TO Agreement for default.

### 3.7.4 Information Technology

The TO Contractor shall:

- a. Implement Administrative, physical, and technical safeguards to protect State data that are no less rigorous than accepted industry best practices for information security such as those listed below (see **Section 3.7.5**);
- b. Ensure that all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws as well as the terms and conditions of the TO Agreement; and
- c. The TO Contractor, and TO Contractor Personnel, shall (i) abide by all applicable federal, State and local laws, rules and regulations concerning security of Information Systems and Information Technology and (ii) comply with and adhere to the State IT Security Policy and Standards as each may be amended or revised from time to time. Updated and revised versions of the State IT Policy and Standards are available online at: [www.doit.maryland.gov](http://www.doit.maryland.gov) – keyword: Security Policy.

### 3.7.5 Data Protection and Controls

- A. TO Contractor shall ensure a secure environment for all State data and any hardware and software (including but not limited to servers, network and data components) to be provided or used in connection with the performance of the TO Agreement and shall apply or cause application of appropriate controls so as to maintain such a secure environment (“Security Best Practices”). Such Security Best Practices shall comply with an accepted industry standard, such as the NIST cybersecurity framework.
- B. To ensure appropriate data protection safeguards are in place, the TO Contractor shall implement and maintain the following controls at all times throughout the term of the TO Agreement (the TO Contractor may augment this list with additional controls):
  - a. Establish separate production, test, and training environments for systems supporting the services provided under this TO Agreement and ensure that production data is not replicated in test and/or training environment(s) unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements. The TO Contractor shall ensure the appropriate separation of production and non-production environments by applying the data protection and control requirements listed in **Section 3.7.5**.
  - b. Apply hardware and software hardening procedures as recommended by Center for Internet Security (CIS) guides <https://www.cisecurity.org/>, Security Technical Implementation Guides (STIG) <http://iase.disa.mil/Pages/index.aspx>, or similar industry best practices to reduce the TO Contractor/subcontractor’s systems’ surface of vulnerability, eliminating as many security risks as possible and documenting what is not feasible and/or not performed according to best practices. Any hardening practices not implemented shall be documented with a plan of action and milestones including any compensating control. These procedures may include but are not limited to removal of unnecessary software, disabling or removing unnecessary services, removal of unnecessary usernames or logins, and the deactivation of unneeded features in the TO Contractor/subcontractor’s system configuration files.
  - c. Ensure that State data is not comingled with non-State data through the proper application of compartmentalization security measures.
  - d. Apply data encryption to protect Sensitive Data at all times, including in transit, at rest, and also when archived for backup purposes. Unless otherwise directed, the TO Contractor is responsible for the encryption of all Sensitive Data.
  - e. For all State data the TO Contractor manages or controls, data encryption shall be applied to such data in transit over untrusted networks. Encryption algorithms which are utilized for encrypting data shall comply with current Federal Information Processing Standards (FIPS), “Security Requirements for Cryptographic Modules”, FIPS PUB 140-2:  
<http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf>  
<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>
  - f. Enable appropriate logging parameters to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers and information security standards, including Maryland Department of Information Technology’s Information Security Policy.

- g. Retain the aforementioned logs and review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and remediation, if required. The MDH OET shall have the right to inspect these policies and procedures and the TO Contractor or subcontractor's performance to confirm the effectiveness of these measures for the services being provided under this TO Agreement.
- h. Ensure system and network environments are separated by properly configured and updated firewalls.
- i. Restrict network connections between trusted and untrusted networks by physically and/or logically isolating systems from unsolicited and unauthenticated network traffic.
- j. By default, "deny all" and only allow access by exception.
- k. Review at least annually the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.
- l. Perform regular vulnerability testing of operating system, application, and network devices. Such testing is expected to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance with or deviations from the security policies applicable to this TO Agreement. TO Contractor shall evaluate all identified vulnerabilities for potential adverse effect on security and integrity and remediate the vulnerability no later than 30 days following the earlier of vulnerability's identification or public disclosure, or document why remediation action is unnecessary or unsuitable. The MDH OET shall have the right to inspect the TO Contractor's policies and procedures and the results of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this TO Agreement.
- m. Enforce strong user authentication and password control measures to minimize the opportunity for unauthorized access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current Maryland Department of Information Technology's Information Security Policy (<http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>), including specific requirements for password length, complexity, history, and account lockout.
- n. Ensure State Data is not processed, transferred, or stored outside of the United States ("U.S."). The TO Contractor shall provide its services to the State and the State's end users solely from data centers in the U.S. Unless granted an exception in writing by the State, the TO Contractor shall not allow TO Contractor Personnel to store State data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The TO Contractor shall permit its TO Contractor Personnel to access State data remotely only as required to provide technical support.
- o. Ensure TO Contractor's Personnel shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State, which may be revoked at any time for any reason. The TO Contractor/subcontractor shall complete any necessary paperwork as directed and coordinated with the TO Agreement Monitor to obtain approval by the State to connect TO Contractor/subcontractor-owned equipment to a State LAN/WAN.
- p. Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under this TO Agreement; that the anti-virus

and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation. The TO Contractor shall perform routine vulnerability scans and take corrective actions for any findings.

- q. Conduct regular external vulnerability testing designed to examine the service provider's security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. Evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the service's security and integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The OET shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this TO Agreement.

### 3.7.6 Security Incident Report

- A. The TO Contractor shall notify the MDH OET in accordance with **Section 3.7.7** when any TO Contractor system that may access, process, or store State data or State systems experiences a Security Incident, or a Data Breach as follows:
  1. notify the State within twenty-four (24) hours of the discovery of a Security Incident by providing notice via written or electronic correspondence to the TO Manager, OET chief information officer and MDH chief information security officer;
  2. notify the OET CIO within two (2) hours if there is a threat to TO Contractor's Solution as it pertains to the use, disclosure, and security of State data; and
  3. provide written notice to the State within one (1) Business Day after TO Contractor's discovery of unauthorized use or disclosure of State data and thereafter all information the State OET requests concerning such unauthorized use or disclosure.
- B. TO Contractor's notice shall identify:
  1. the nature of the unauthorized use or disclosure;
  2. the State data used or disclosed,
  3. who made the unauthorized use or received the unauthorized disclosure;
  4. what the TO Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
  5. what corrective action the TO Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
  6. The TO Contractor shall provide such other information, including a written report, as reasonably requested by the State.
- C. The TO Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the TO Agreement. Discussing Security Incidents with the State should be handled on an urgent as-needed basis, as part of TO Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the TO Agreement.
- D. The Contractor shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of State data or other event requiring notification, and, where notification is required, assume responsibility for informing all

such individuals in accordance with applicable law and to indemnify and hold harmless the State and its Agencies, and its officials and employees from and against any claims, damages, and actions related to the event requiring notification.

### **3.7.7 Data Breach Responsibilities**

- E. If the TO Contractor reasonably believes or has actual knowledge of a Data Breach, the TO Contractor shall, unless otherwise directed:
  - 1. Notify the appropriate State-identified contact within 24 hours by telephone in accordance with the agreed upon security plan or security procedures unless a shorter time is required by applicable law;
  - 2. Cooperate with the State to investigate and resolve the data breach;
  - 3. Promptly implement commercially reasonable remedial measures to remedy the Data Breach; and
  - 4. Document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services.
- F. If a Data Breach is a direct result of the TO Contractor's breach of its TO Agreement obligation to encrypt State data or otherwise prevent its release, the TO Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by State law; (3) a credit monitoring service required by State or federal law; (4) a website or a toll-free number and call center for affected individuals required by State law; and (5) complete all corrective actions as reasonably determined by TO Contractor based on root cause; all [(1) through (5)] subject to the TO Agreement's limitation of liability.

**3.7.8 Additional security requirements** may be established in a Task Order and/or a Work Order.

**3.7.9** The State shall, at its discretion, have the right to review and assess the Contractor's compliance to the security requirements and standards defined in the TO Agreement.

**3.7.10** Provisions in Sections 3.7.1 – 3.7.9 shall survive expiration or termination of the TO Agreement. Additionally, the TO Contractor shall flow down the provisions of Sections 3.7.4-3.7.9 (or the substance thereof) in all subcontracts.

## **3.8 RESERVED**

## **3.9 SOC 2 Type 2 Audit Report**

A SOC 2 Type 2 Report is not a TO Contractor requirement for this Task Order.

## **3.10 Performance and Personnel**

### **3.10.1 Roles and Responsibilities**

Personnel roles and responsibilities under the Task Order:

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

- B. TO Manager - The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement, administrative functions, including issuing written directions, and for ensuring compliance with the terms and conditions of the CATS+ Master Contract.
- C. The TO Manager will assign tasks to the personnel provided under this TORFP and will track and monitor the work being performed through the monthly accounting of hours' deliverable for work types; actual work produced will be reconciled with the hours reported.
- D. TO Contractor – The TO Contractor is the CATS+ Master Contractor awarded this Task Order. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- E. TO Contractor Manager – The TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolution of any issues that may arise pertaining to the TO Contractor Personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.
- F. TO Contractor Personnel – Any official, employee, agent, Subcontractor, or Subcontractor agents of the TO Contractor who is involved with the Task Order over the course of the Task Order period of performance.
- G. Key Personnel – A subset of TO Contractor Personnel whose departure during the performance period, will, in the State's opinion, have a substantial negative impact on Task Order performance. Key Personnel proposed as part of the TO Proposal shall start as of TO Agreement issuance unless specified otherwise in this TORFP or the Offeror's TO Technical Proposal. Key Personnel may be identified after Task Order award.

### 3.10.2 Offeror Experience – Category 1 and Category 2

The following experience is expected and will be evaluated as part of the TO Technical Proposal (see the Offeror experience, capability and references evaluation factor from **Section 6.2.**)

To be considered reasonably susceptible of being selected for award, an Offeror must provide proof with their TO Technical Proposal that their organization has previous experience with the following:

- A. Knowledge of Medicaid laws and policy, Medicaid Information Technology Architecture (MITA) and operations of Medicaid Programs including the relationship between Health and Human Services (HHS) i.e.: Eligibility and Enrollment systems.
- B. Demonstrable experience in planning integration of IT healthcare solutions, contractors, and/or technologies.
- C. Expertise with MITA MMIS implementations with MECL requirements.
- D. Delivering a team with three or more team members who were experienced in Centers for Medicare and Medicaid Services (CMS) Medicaid Information Technology Architecture (MITA MMIS).
- E. Performance in a Program Management Support role for a Federal or State Health and Human Services Agency with operations of similar size and scope to the State of

Maryland.

- F. Experience planning, developing, documenting and maintaining CMS Advance Planning Documents (APDs) needed for requesting federal enhanced funding for MMT projects.

### 3.10.3 Key Personnel Minimum Experience – Category 1 - PMO

- H. As part of the TO Proposal evaluation, Offerors shall propose exactly four (4) **Key Personnel who are expected to be available as of the start date specified in the Notice to Proceed (NTP Date)**. Offerors shall identify proposed personnel that are considered Key Personnel and must include with their Technical Proposal Appendix 4 – Labor Classification Personnel Resume Summary Form with the experience and skills of the Key Personnel proposed. In addition to providing Appendix 4 for all proposed Key Personnel, each proposal must also specify the position descriptions, titles, and areas of responsibility of the personnel who actually will work on the project. **Offers shall submit resumes for the four (4) Key Personnel only.**
- I. Any Key Personnel proposed under this TORFP must meet all qualifications for the labor category proposed as identified in the **CATS + Master Contract Section 2.10** <http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016CATSPPlus2016RFP.pdf>. In addition, the following experience is expected and will be evaluated as part of the TO Technical Proposal (see Experience and Qualifications of Proposed Staff evaluation factor from **Section 6.2.3**)
- J. Offerors shall submit a TO Financial Proposal (Attachment B Pricing Worksheet Table 1 – Category 1) that provides labor rates for the proposed Key Personnel labor categories for each year of the Task Order.

<b>Key Personnel Role</b>	<b>Experience</b>
Program Manager	<p>Demonstrated experience in at least one (1) Medicaid Information Technology Architecture (MITA) and 12 years in IT and Health and Human Services (HHS). This experience requires managerial experience providing Health and Human Services (HHS) governance development, status tracking, understanding of budgets (CMS, State Funds, Procurement), issue and change management tracking, and Independent Verification &amp; Validation (IV&amp;V) coordination.</p> <p>Program Management experience including leading large IT implementations consisting of interface between business stakeholders and application provider, technical/business process configuration management and control, budget tracking, report generation to steering committee, issue tracking/resolution with contractor and business stakeholders.</p>
Project Manager	<p>The Project Manager shall meet the following minimum qualifications: Experience in at least one (1) Medicaid Information Technology Architecture (MITA). This experience requires managerial experience providing governance development, status tracking, understanding of budget areas (CMS, State Funds, Procurement), issue and change management tracking, and IV&amp;V coordination.</p> <p>Program Management experience including leading large IT implementations. This can include leading an HHS Governance Program Management role consisting of interface between business stakeholders and application provider, technical/business process configuration management and control, budget tracking, report generation to steering committee, issue tracking/resolution with contractor and business stakeholders.</p>
Architect, Systems Design	<p>Demonstrated knowledge of CMMI Level 3 Demonstrated experience in at least one (1) Medicaid Information Technology Architecture (MITA). This experience requires a strategy or technical development involving a MITA modular rollout. Five (5) years or more of general experience as a Systems Design Architect.</p> <p>Experience performing Systems Design Architecture related work on at least five (5) IT systems.</p> <p>Experience performing a significant role in all aspects of architecture related work on at least two (2) large IT systems.</p>
Project Control Specialist	<p>Demonstrated experience in monitoring and administrating at least one (1) HHS Medicaid projects regarding state financial tracking, procurement/purchase order tracking status, change order tracking, and contract management. Five (5) years or more of general experience as a Project Control Specialist.</p>

### 3.10.4 Non- Key Labor Categories – Category 1 – PMO

Resumes for non-key personnel resources shall be provided in response to a Work Order as governed by the Work Order process. To be responsive to this TORFP, Offerors must explain in their Staffing Plan how they are capable of providing the non-key labor categories listed below. Offerors shall submit a TO Financial Proposal (Attachment B Pricing Worksheet Table 1 – Category 1) that provides labor rates for the following labor categories for each year of the Task Order.

1. Engineer, Interdisciplinary
2. Program Administration Specialist
3. Engineer, Systems (Senior)
4. Engineer, Systems
5. Project Control Specialist
6. Planner, Information Technology (Senior)

### 3.10.5 Labor Categories – Category 2 – Project Support Services

Resumes for resources shall be provided in response Work Orders issued under Category 2 as governed by the Work Order process. To be responsive to this TORFP, Offerors must explain in Staffing Plan how they are capable of providing the labor categories listed below. Offerors shall submit a TO Financial Proposal (Attachment B Pricing Worksheet Table 2 – Category 2) that provides labor rates for the following labor categories for each year of the Task Order.

1. PMO Project Manager
2. Project Control Specialist
3. Program Administration Specialist
4. Engineer, Systems
5. Engineer, Systems (Senior)
6. Group Facilitator
7. PMO Program Manager
8. Quality Assurance Manager
9. Quality Assurance Specialist
10. Technical Writer/Editor
11. Testing Specialist
12. Training Specialist/Instructor
13. Analyst, Computer Software/Integration (Senior)
14. Applications Development Expert
15. Architect, Application (Senior)
16. Architect, Information Technology (Senior)
17. Architect, Systems Design
18. Computer Specialist (Senior)
19. Database Manager
20. Engineer, Information Security
21. Engineer, Interdisciplinary (Senior)
22. Engineer, Network Security
23. Planner, Information Technology (Senior)

24. Network Administrator
25. Network Manager
26. Subject Matter Expert
27. Subject Matter Expert (Senior)

### **3.10.6 Substitution of Education for Experience**

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

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

### **3.10.7 TO Contractor Personnel Maintain Certifications**

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

### **3.10.8 Work Hours**

- A. Business Hours Support: TO Contractor shall assign TO Contractor Personnel to support Normal State Business Hours (8:00 AM to 5:00 PM), Monday through Friday except for State holidays.
- B. Needs beyond the work hours described in paragraph A above may be defined in a Task Order.
- C. TO Contractor Personnel may also be required to provide occasional support outside of normal State Business Hours, including evenings, overnight, and weekends, to support specific efforts and emergencies, such as to resolve system repair or restoration. Hours performing activities would be billed on an actual time worked basis at the rates proposed.
- D. Scheduled non-Business Hours Support: Once personnel have demonstrated an understanding of the State's infrastructure, they will also be required to participate in a rotating emergency on-call schedule, providing non-Business Hours support. Typically, personnel assigned to State's non-Business Hours support are required to be on-call 24 hours a day for a seven-day period, one week out of every four to five weeks.
- E. State-Mandated Closings: TO Contractor Personnel shall be required to participate in any State-mandated closings. In this event, the TO Contractor will be notified in writing by the TO Manager of these details.
- F. Minimum and Maximum Hours: Full-time TO Contractor Personnel shall work 40 hours per week with starting and ending times as approved by the TO Manager. A flexible work schedule may be used with TO Manager approval, including time to support any efforts outside core business hours. TO Contractor Personnel may also be requested to restrict the

number of hours TO Contractor personnel can work within a given period of time that may result in less than an eight-hour day or less than a 40-hour work week.

- G. Vacation Hours: Requests for leave shall be submitted to the TO Manager at least two weeks in advance. The TO Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.

### **3.11 Substitution of Personnel**

#### **3.11.1 Directed Personnel Replacement**

- A. The TO Manager may direct the TO Contractor to replace any TO Contractor Personnel who, in the sole discretion of the TO Manager, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of either Federal or law or State of Maryland law, Contract, or Task Order requirement.
- B. If deemed appropriate in the discretion of the TO Manager, the TO Manager shall give written notice of any TO Contractor Personnel performance issues to the TO Contractor, describing the problem and delineating the remediation requirement(s). The TO Contractor shall provide a written Remediation Plan within three (3) days of the date of the notice. If the TO Manager rejects the Remediation Plan, the TO Contractor shall revise and resubmit the plan to the TO Manager within five (5) days of the rejection, or in the timeframe set forth by the TO Manager in writing. Once a Remediation Plan has been accepted in writing by the TO Manager, the TO Contractor shall immediately implement the Remediation Plan.
- C. Should performance issues persist despite the approved Remediation Plan, the TO Manager will give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the removal and replacement of the TO Contractor Personnel whose performance is at issue. A request for a new Remediation Plan will follow the procedure described above.
- D. In circumstances of directed removal, the TO Contractor shall provide a suitable replacement for TO Manager approval within fifteen (15) days of the date of the notification of directed removal, or the actual removal, whichever occurs first, or such earlier time as directed by the TO Manager in the event of a removal on less than fifteen days' notice
- E. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described above. However, the TO Manager reserves the right to direct immediate personnel replacement without utilizing the remediation procedure described above.
- F. Replacement or substitution of TO Contractor Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Task Order or which otherwise may be available at law or in equity.

#### **3.11.2 Substitution Prior to and 30 Days After Task Order Execution**

- A. Prior to Task Order Execution or within thirty (30) days after Task Order Execution, the Offeror may substitute proposed Key Personnel only under the following circumstances: vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an Extraordinary Personnel Event, or death of such personnel. To qualify for such substitution, the Offeror must describe to the State's satisfaction the event necessitating

substitution and must demonstrate that the originally proposed personnel are actual full-time direct employees with the Offeror (subcontractors, temporary staff or 1099 contractors do not qualify). Proposed substitutions shall be of equal caliber or higher, in the State's sole discretion. Proposed substitutes deemed by the State to be less qualified than the originally proposed individual may be grounds for pre-award disqualification or post-award termination.

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

### 3.11.3 Substitution More Than 30 Days After Task Order Execution

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

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

## 3.12 Minority Business Enterprise (MBE) Reports

### 3.12.1 MBE PARTICIPATION REPORTS

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

3.12.2 Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS+ Master Contract.

- A. The TO Contractor shall submit the following reports by the 15th of each month to the State designated person at the same time the invoice copy is sent:
  - 1) A Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment D-4A) listing any unpaid invoices, over 45 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made; and
  - 2) (If Applicable) An MBE Prime Contractor Report (Attachment D-4B) identifying an MBE prime's self-performing work to be counted towards the MBE participation goals.

3.12.3 The TO Contractor shall ensure that each MBE subcontractor provides a completed Subcontractor Paid/Unpaid MBE Invoice Report (**Attachment D-5**) by the 15<sup>th</sup> of each month.

3.12.4 Subcontractor reporting shall be sent directly from the subcontractor to the State designated employee. The TO Contractor shall e-mail all completed forms, copies of invoices and checks paid to the MBE directly to the TO Manager.

### 3.13 Veteran Small Business Enterprise (VSBE) Reports

#### 3.13.1 VSBE PARTICIPATION REPORTS

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

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

### 3.14 Work Order Process

A Work Order (refer to Appendix 1) will be sent to all TO Contractors awarded a TO Agreement under the TORFP. Specific areas of required expertise may be further defined in a Work Order. The TO Contractor is responsible for ensuring appropriate TO Contractor Personnel are assigned to perform the work as specified in a Work Order and shall certify that all candidates meet the required qualifications. TO Contractors shall only propose staff available at the time of the Work Order Proposal. The TO Proposal shall clearly identify applicable experiences related to the requirements of the Work Order.

- A. Time and Material Work Orders will be issued in accordance with pre-approved labor categories with the fully loaded rates proposed in Attachment B – Financial Proposal.
- B. The Work Order will include:
  1. Requirements and description of the service or resources needed
  2. Performance objectives, as applicable
  3. Due date and time for submitting a response to the request
  4. Required place(s) where work must be performed
  5. Security requirements
  6. Invoicing requirements
  7. Required office space, hardware, software, connectivity
- C. The TO Contractor shall e-mail a response to the TO Manager within the time specified in the Work Order and include at a minimum:
  1. A response that details the TO Contractor's understanding of the work
  2. A price to complete the Work Order Price Proposal (will be provided with the Work Order)
  3. A description of the proposed personnel resources with the required qualifications and skill sets to perform the requested tasks, identifying the corresponding CATS+ labor category
  4. Work Order Resume Form
  5. An explanation of how tasks shall be completed, including proposed subcontractors and related tasks
  6. State-furnished information, work site, and/or access to equipment, facilities, or personnel
- D. The TO Manager will review the response and will confirm that the proposed labor rates are consistent with this TORFP.

- E. The TO Manager may contact the TO Contractor to obtain additional information, clarification or revision to the Work Order response. Written approval by the TO Procurement Officer is required before the Work Order Agreement may be executed by the State.
- F. Proposed personnel on any type of Work Order shall be approved by the TO Manager. The TO Contractor shall furnish resumes of proposed personnel specifying the labor category from the CATS+ Labor Categories proposed in the TO Proposal. The TO Manager shall have the option to interview the proposed personnel and, in the event of an interview or not, shall notify the TO Contractor of acceptance or denial of the personnel.
- G. The criteria for making a Work Order award determination will be detailed in the Work Order.
- H. Commencement of work under a Work Order shall be initiated only upon issuance of a fully executed Work Order Agreement and NTP authorized by the State.

### 3.15 Additional Clauses

The TO Contractor shall be subject to the requirements in this section and shall flow down the provisions of **Sections 3.15.1 – 3.15.4** (or the substance thereof) in all subcontracts.

#### 3.15.1 TORFP Subject to CATS+ Master Contract

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

#### 3.15.2 Contract Management Oversight Activities

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

#### 3.15.3 No-Cost Extensions

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

#### 3.15.4 Source Code Escrow

Source code Escrow does not apply to this Task Order.

## 4 TORFP Instructions

### 4.1 Task Order Pre-Proposal Conference

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

**Seating at the Conference will be limited to two (2) attendees per company.**

### 4.2 Questions

- 4.2.1 All questions shall identify in the subject line the Solicitation Number and Title (M00B0600019 – Medicaid Enterprise Systems Modular Transformation) and shall be submitted in writing via e-mail to the TO Procurement Officer no later than the date and time specified the Key Information Summary Sheet.
- 4.2.2 Answers to all questions that are not clearly specific only to the requestor will be provided to all Master Contractors who are known to have received a copy of the TORFP.
- 4.2.3 The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the Department unless it issues an amendment in writing.

### 4.3 TO Proposal Due (Closing) Date and Time

- 4.3.1 TO Proposals, in the number and form set forth in Section 5 TO Proposal Format, must be received by the TO Procurement Officer no later than the TO Proposal due date and time indicated on the Key Information Summary Sheet in order to be considered.
- 4.3.2 Requests for extension of this date or time shall not be granted.
- 4.3.3 Offerors submitting TO Proposals should allow sufficient delivery time to ensure timely receipt by the TO Procurement Officer. Except as provided in COMAR 21.05.03.02.F and 21.05.02.10, TO Proposals received after the due date and time listed in the Key Information Summary Sheet will not be considered.

- 4.3.4 The date and time of an e-mail submission is determined by the date and time of arrival in the e-mail address indicated on the Key Information Summary Sheet.
- 4.3.5 TO Proposals may be modified or withdrawn by written notice received by the TO Procurement Officer before the time and date set forth in the Key Information Summary Sheet for receipt of TO Proposals.

#### 4.4 Award Basis

Based upon an evaluation of TO Proposal responses as provided in **Section 6.4**, below, a Master Contractor will be selected to conduct the work defined in **Sections 2 and 3**. A specific TO Agreement, **Attachment M**, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the TO Financial Proposal.

#### 4.5 Oral Presentation

- 4.5.1 Offerors and proposed TO Contractor Personnel may be required to make an oral presentation to State representatives. Offerors must confirm in writing any substantive oral clarification of, or change in, their Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Master Contractor's TO Proposal. The TO Procurement Officer will notify Offerors of the time and place of oral presentations and interviews, should interviews be scheduled separately.
- 4.5.2 All Offerors meeting minimum qualifications shall participate in interviews, which are considered an oral presentation. All candidates shall be interviewed in substantially the same manner. The TO Procurement Officer shall, for each round of interviews, determine whether phone or in-person interviews will be utilized.

#### 4.6 Limitation of Liability

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

#### 4.7 MBE Participation Goal

- 4.7.1 This TORFP has a MBE goal as stated in the Key Information Summary Sheet above.

A minimum overall MBE subcontractor participation goal of 28% has been established for the aggregate of all Work Order Agreements awarded pursuant to this TORFP. The State shall assess the potential for an MBE subcontractor participation goal for each Work Order issued and shall set a goal, if appropriate.

Each Master Contractor that responds to this TORFP shall complete, sign, and submit, without edits, Attachment - TORFP, Acknowledgment of Work Order MBE Requirements at the time of TO Proposal submission (See Attachment D-1A Minority Business Enterprise Forms and Section 5 TO Proposal Format and Submission Requirements). **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time of TO Proposal submission will result in the State's rejection of the Master Contractor's TO Proposal.**

Master Contractors responding to a Work Order shall complete, sign, without edits, and submit all required MBE documentation at the time of Work Order Proposal submission. **Failure to do so will result in the State's rejection of the Master Contractor's proposal to the Work Order.**

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

## 4.8 VSBE Goal

- 4.8.1 A minimum overall VSBE subcontractor participation goal of 2% has been established for the aggregate of all Work Order Agreements awarded pursuant to this TORFP. The State shall assess the potential for a VSBE subcontractor participation goal for each Work Order issued and shall set a goal, if appropriate.
- 4.8.2 Each Master Contractor that responds to this TORFP shall complete, sign, and submit, without edits, Attachment E-TORFP, Acknowledgement of Work Order VSBE Requirements, at the time of TO Proposal submission (See Attachment E-TORFP and Section 5 TO Proposal Format and Submission Requirements). **Failure of the Master Contractor to complete, sign, and submit all required VSBE documentation at the time of TO Proposal submission will result in the State's rejection of the Master Contractor's TO Proposal.**
- 4.8.3 Master Contractors responding to a Work Order shall complete, sign, without edits, and submit all required VSBE documentation at the time of Work Order Proposal submission. **Failure to do so will result in the State's rejection of the Master Contractor's proposal to the Work Order**
- 4.8.4 In 2015, Maryland amended COMAR 21.11.13.05 as part of its Veteran-Owned Small Business Enterprise (VSBE) program concerning VSBE primes. This amendment, which became effective March 6, 2015 and is applicable to this task order, allows an agency to count the distinct, clearly defined portion of work that a certified VSBE performs with its own work force toward meeting up to one-hundred (100%) of the VSBE goal established for a procurement. Please see the attached VSBE forms and instructions.
- 4.8.5 Effective January 2, 2017, if a solicitation contains an MBE and a VSBE goal, participation by a subcontractor dually-certified as an MBE and a VSBE may be counted toward meeting both the MBE and VSBE contract goals to the extent its participation meets the cumulative MBE and VSBE contract goals, or portions thereof that it is committed to perform. Participation by a dually-certified subcontractor may be counted toward the agency's overall MBE and VSBE goals.
- 4.8.6 Questions or concerns regarding the VSBE subcontractor participation goal of this solicitation must be raised before the due date for submission of TO Proposals.

## 4.9 Living Wage Requirements

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

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

## 4.10 Federal Funding Acknowledgement

- 4.10.1 There are programmatic conditions that apply to this TO Agreement due to federal funding (see **Attachment G**).
- 4.10.2 The total amount of federal funds allocated for the Office of enterprise Technology/Medicaid is \$19,111,798 in Maryland State fiscal year FY2019. This represents 75% of all funds budgeted for the unit in that fiscal year. This does not necessarily represent the amount of funding available for any grant, contract, or solicitation.
- 4.10.3 The TO Agreement contains federal funds. The source of these federal funds is: Medicaid. The CFDA number is: 93.778. The conditions that apply to all federal funds awarded by the Department are contained in Federal Funds **Attachment G**. Any additional conditions that apply to this federally-funded contract are contained as supplements to Federal Funds **Attachment G** and Offerors are to complete and submit these Attachments with their TO Proposals as instructed in the Attachments. Acceptance of this agreement indicates the Offeror's intent to comply with all conditions, which are part of the TO Agreement.

## 4.11 Conflict of Interest Affidavit and Disclosure

- 4.11.1 Offerors shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment H**) and submit it with their Proposals. All Offerors are advised that if a TO Agreement is awarded as a result of this solicitation, the TO Contractor's Personnel who perform or control work under this TO Agreement and each of the participating subcontractor personnel who perform or control work under this TO Agreement shall be required to complete agreements substantially similar to **Attachment H**, Conflict of Interest Affidavit and Disclosure.
- 4.11.2 If the TO Procurement Officer decides that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject an Offeror's TO Proposal under COMAR 21.06.02.03B.
- 4.11.3 Master Contractors should be aware that the State Ethics Law, Md. Code Ann., General Provisions Article, Title 5, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.
- 4.11.4 By submitting a Conflict of Interest Affidavit and Disclosure, the Offeror shall be construed as certifying all TO Contractor Personnel and Subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.

## 4.12 Non-Disclosure Agreement

#### 4.12.1 Non-Disclosure Agreement (Offeror)

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

### 4.13 HIPAA - Business Associate Agreement

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

4.13.2 Confidentiality of Health and Financial Information - The TO Contractor agrees to keep information obtained during this TO Agreement confidential in compliance with COMAR and HIPAA. The TO Contractor agrees further to comply with any applicable State and federal confidentiality and privacy requirements regarding collection, maintenance, and use of health and financial information. This includes, where appropriate, the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. §§ 1320d et seq., and implementing regulations at 45 C.F.R. Parts 160 and 164, and the Maryland Confidentiality of Medical Records Act (MCMRA), Md. Code Ann. Health-General §§ 4-301 et seq. This obligation includes providing training and information to Contractor Personnel regarding confidentiality obligations as to health and financial information and securing acknowledgement of these obligations from Contractor Personnel to be involved in the TO Agreement. This obligation further includes restricting use and disclosure of the records, generally providing safeguards against misuse of information, keeping a record of any disclosures of information, providing all necessary procedural and legal protection for any disclosures of information, promptly responding to any requests by the Department for information about its privacy practices in general or with respect to a particular individual, modifying such information as may be required by good professional practice as authorized by law, and otherwise providing good information management practices regarding all health and financial information.

#### 4.13.3 COMPLIANCE WITH HIPAA AND STATE CONFIDENTIALITY LAW

1. The TO Contractor acknowledges its duty to become familiar and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. §§ 1320d et seq., and implementing regulations including 45 C.F.R. Parts 160 and 164. The TO Contractor also agrees to comply with the Maryland Confidentiality of Medical

Records Act (MCMRA), Md. Code Ann. Health-General §§ 4-301 et seq. This obligation includes:

- a. As necessary, adhering to the privacy and security requirements for protected health information and medical records under HIPAA and MCMRA and making the transmission of all electronic information compatible with the HIPAA requirements;
  - a. Providing training and information to Contractor Personnel regarding confidentiality obligations as to health and financial information and securing acknowledgement of these obligations from Contractor Personnel to be involved in the TO Agreement; and
  - b. Otherwise providing good information management practices regarding all health information and medical records.
2. If in connection with the procurement or at any time during the term of the TO Agreement, the Department determines that functions to be performed in accordance with the scope of work set forth in the solicitation constitute business associate functions as defined in HIPAA, the TO Contractor acknowledges its obligation to execute a business associate agreement as required by HIPAA regulations at 45 C.F.R. 164.501 and in the form required by the Department.
3. "Protected Health Information" as defined in the HIPAA regulations at 45 C.F.R. 160.103 and 164.501, means information transmitted as defined in the regulations, that is: individually identifiable; created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and related to the past, present, or future physical or mental health or condition of an individual, provision of healthcare to an individual, or past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

#### 4.13.4 Compliance with Federal HIPAA and State Confidentiality Law

4. The TO Contractor acknowledges its duty to become familiar with and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. § 1320d et seq., and implementing regulations including 45 C.F.R. Parts 160 and 164. The TO Contractor also agrees to comply with the Maryland Confidentiality of Medical Records Act (MCMRA), Md. Code Ann. Health-General §§ 4-301 et seq. This obligation includes
  - A. As necessary, adhering to the privacy and security requirements for protected health information and medical records under HIPAA and MCMRA and making the transmission of all electronic information compatible with the HIPAA requirements;
  - B. Providing training and information to Contractor Personnel regarding confidentiality obligations as to health and financial information and securing acknowledgement of these obligations from Contractor Personnel to be involved in the TO Agreement; and
  - C. Otherwise providing good information management practices regarding all health information and medical records.

5. Based on the determination by the Department that the functions to be performed in accordance with the scope of work set forth in the solicitation constitute business associate functions as defined in HIPAA, the TO Contractor shall execute a business associate agreement as required by HIPAA regulations at 45 C.F.R. 164.501 and in the form as required by the Department.
6. “Protected Health Information” as defined in the HIPAA regulations at 45 C.F.R. 160.103 and 164.501, means information transmitted as defined in the regulations, that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual, or to the past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

#### **4.14 Mercury and Products That Contain Mercury**

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

#### **4.15 Location of the Performance of Services Disclosure**

The Offeror is required to complete the Location of the Performance of Services Disclosure. A copy of this Disclosure is included as **Attachment L**. The Disclosure must be provided with the TO Proposal.

#### **4.16 Department of Human Services (DHS) Hiring Agreement**

This solicitation does not require a DHS Hiring Agreement.

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## 5 TO Proposal Format

### 5.1 Required Response

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

A TO Proposal shall conform to the requirements of this CATS+ TORFP. Each TO Proposal shall indicate Offeror's intent to submit for Category 1 – PMO and/or Category 2 – Project Support Services as instructed in section 5.3.4.F.

### 5.2 Two Part Submission

Offerors shall submit TO Proposals in separate volumes:

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

### 5.3 TO Proposal Packaging and Delivery

5.3.1 TO Proposals delivered by facsimile shall not be considered.

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

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

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

5.3.4 E-mail submissions

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

MDH upon request or their TO Proposal will be deemed not susceptible for award. Subsequent submissions of TO Proposal content will not be allowed.

- D. The TO Procurement Officer will only contact those Offerors with TO Proposals that are reasonably susceptible for award.
- E. TO Proposals submitted via e-mail must not exceed 25Mb. If a submission exceeds this size, split the submission into two or more parts and include the appropriate part number in the subject (e.g., part 1 of 2) after the subject line information below.
- F. The two (2) e-mail submission subject lines for the Technical and Financial volumes shall each state the TORFP M00B0600019 followed by one (1) of the three (3) options indicating Offeror's Category 1 – PMO and Category 2 – Project Support Services submission intent as follows:
  - 1. “M00B0600019 Technical - Category 1 - PMO” and “M00B0600019 Financial – Category 1 - PMO” (if Offeror wishes to be evaluated for Category 1 only).
  - 2. “M00B0600019 – Technical - Category 2 – Project Support Services” and “M00B0600019 Financial – Category 2 – Project Support Services” (if Offeror wishes to be evaluated for Category 2 only).
  - 3. “M00B0600019 – Technical – Category 1 – PMO and Category 2 – Project Support Services” and “M00B0600019 Financial – Category 1 - PMO and Category 2 – Project Support Services” (if Offeror wishes to be evaluated for both Category 1 and Category 2).

#### 5.3.5 Two Part Submission:

- B. TO Technical Proposal consisting of:
  - 1. TO Technical Proposal and all supporting material in Microsoft Word format, version 2007 or greater,
  - 2. the TO Technical Proposal in searchable Adobe PDF format,
  - 3. a second searchable Adobe copy of the TO Technical Proposal, redacted in accordance with confidential and/or proprietary information removed.
- C. TO Financial Proposal consisting of:
  - 1. TO Financial Proposal and all supporting material in PDF format,
  - 2. the TO Financial Proposal in searchable Adobe PDF format, a second searchable Adobe copy of the TO Financial Proposal, redacted in accordance with confidential and/or proprietary information removed.

## 5.4 Volume I - TO Technical Proposal

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

- 5.4.1 In addition to the instructions below, responses in the Offeror's TO Technical Proposal shall reference the organization and numbering of Sections in the TORFP (e.g., “Section 2.2.1 Response . . . ; “Section 2.2.2 Response . . .”). All pages of both TO Proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page “x”).

5.4.2 The TO Technical Proposal shall include the following documents and information in the order specified as follows:

A. Proposed Services:

- a. Executive Summary: A one-page summary describing the Offeror's understanding of the TORFP scope of work (**Sections 2-3**) and proposed solution.
- b. Proposed Solution: A more detailed description of the Offeror's understanding of the TORFP scope of work, proposed methodology and solution. The proposed solution shall be organized to exactly match the requirements outlined in Sections 2-3.
- c. Assumptions: A description of any assumptions formed by the Offeror in developing the TO Technical Proposal.
- d. Tools the Master Contractor owns and proposes for use to meet any requirements in Sections 2-3.

B. Information Sheet and Transmittal Letter

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

C. Minimum Qualifications Summary (not applicable)

D. Proposer Information Sheet and Transmittal Letter

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

E. Proposed Personnel and TORFP Staffing

1. For Category 1 – PMO, Offeror shall propose exactly four (4) Key Personnel in response to this TORFP. Offeror shall:
  - a. Identify the qualifications and types of staff proposed to be utilized under the Task Order. The Offeror shall describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities, including any staff of proposed subcontractor(s), as detailed in the Work Plan.
  - b. Provide evidence proposed personnel possess the required certifications in accordance with **Section 3.10.3** Key Personnel Minimum Experience – Category 1 - PMO.
  - c. Provide three (3) references per proposed Key Personnel containing the information listed in **Appendix 4**.

2. For Category 1 – PMO and Category 2 – Project Support Services, Offerors shall provide a Staffing Management Plan that demonstrates how the Offeror will provide resources in response to Work Orders. Include in the plan:

i. Planned team composition by role (**Important! Identify specific names and provide history only for the proposed resources required for evaluation of this TORFP**).

ii. Process and proposed lead time for locating and bringing on board resources that meet the Work Order requirements.

iii. Description of approach for quickly substituting qualified personnel after start of the Task Order and Work Orders.

3. Provide the names and titles of the Offeror's management staff who will supervise the personnel and quality of services rendered under the TO Agreement.

F. Subcontractors

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

G. Master Contractor and Subcontractor Experience and Capabilities reference Section 3.10.2,

a. Provide up to three examples of engagements or contracts the Master Contractor or Subcontractor, if applicable, has completed that were similar to the requested scope of work. Include contact information for each client organization complete with the following:

i. Name of organization.

ii. Point of contact name, title, e-mail and telephone number (point of contact shall be accessible and knowledgeable regarding experience)

iii. Services provided as they relate to the scope of work.

iv. Start and end dates for each example engagement or contract.

v. Current Master Contractor team personnel who participated on the engagement.

vi. If the Master Contractor is no longer providing the services, explain why not.

b. State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland.

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

i. Contract or task order name

ii. Name of organization.

iii. Point of contact name, title, e-mail, and telephone number (point of contact shall be accessible and knowledgeable regarding experience)

- iv. Start and end dates for each engagement or contract. If the Master Contractor is no longer providing the services, explain why not.
- v. Dollar value of the contract.
- vi. Indicate if the contract was terminated before the original expiration date.
- vii. Indicate if any renewal options were not exercised.

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

c. State Assistance

Provide an estimate of expectation concerning participation by State personnel.

d. Confidentiality

A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 4, of the General Provisions Article of the Annotated Code of Maryland. Master Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

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

e. Additional Submissions:

1) Attachments and Exhibits;

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

## 5.5 Volume II – TO Financial Proposal

**5.5.1** The TO Financial Proposal shall contain all price information in the format specified in **Attachment B** - Financial Proposal Form. The Offeror shall complete the Financial Proposal Form only as provided in the Financial Proposal Form Instructions and the Financial Proposal Form itself.

**5.5.2** The TO Financial Proposal shall contain a description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the Financial Proposal Form);

- 5.5.3 Complete Attachment B**– Financial Proposal, Table 1 – Category 1 – PMO and/or Table 2 – Category 2 – Project Support Services with all proposed labor categories including all rates fully loaded.
- 5.5.4** Proposed labor rates shall not exceed the rates defined in the Master Contract for the Master Contract year(s) in effect at the time of the TO Proposal due date.
- 5.5.5 Note:** Failure to specify a CATS+ labor category in the completed Financial Proposal Form for each proposed resource will make the TO Proposal non-responsive to this TORFP.
- 5.5.6** Prices shall be valid for 120 days.

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## 6 Evaluation and Selection Process

### 6.1 Evaluation Committee

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

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

### 6.2 TO Technical Proposal Evaluation Criteria

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

#### 6.2.1 Offeror's Technical Response to TORFP Requirements (See TORFP § 5.4)

The State prefers an Offeror's response to work requirements in the TORFP that illustrates a comprehensive understanding of work requirements and mastery of the subject matter, including an explanation of how the work will be performed. TO Proposals which include limited responses to work requirements such as "concur" or "will comply" will receive a lower ranking than those TO proposals that demonstrate an understanding of the work requirements and include plans to meet or exceed them. This applies to Category 1 – PMO and Category 2 – Project Support Services

#### 6.2.2 Offeror Qualifications and Capabilities, including proposed subcontractors (See TORFP § 5.4.2)

#### 6.2.3 Experience and Qualifications of Proposed Staff (See TORFP § 5.4) – This subcriteria applies to Category 1 – PMO only.

The capability of the proposed resources to perform the required tasks and produce the required deliverables in the TORFP **Sections 2-3**. Capability will be determined from each proposed individual's resume, reference checks, and oral presentation (See **Section 4.5** Oral Presentation). This subcriteria applies to Category 1-PMO only.

Demonstration of how the Master Contractor plans to staff the task order at the levels set forth in the TORFP and also for potential future resource requests. This applies to Category 1 – PMO and Category 2 – Project Support Services.

### 6.3 TO Financial Proposal Evaluation Criteria

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

### 6.4 Selection Procedures

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

- A. TO Proposals will be assessed throughout the evaluation process for compliance with the qualifications listed in your proposal submission of this TORFP, and quality of responses to **Section 5.4** TO Technical Proposal. Failure to meet the qualifications shall render a TO Proposal not reasonably susceptible for award. The TO Procurement Officer will notify those Offerors who have not been selected to perform the work.
- B. TO Technical Proposals will be evaluated for technical merit and ranked. Oral presentations and discussions may be held to assure full understanding of the State's requirements and of the qualified Offeror's proposals and abilities to perform, and to facilitate arrival at a TO Agreement that is most advantageous to the State.
- C. The Procurement Officer will only open the TO Financial Proposals where the associated TO Technical Proposals have been classified as reasonably susceptible for award.
- D. After review of TO Financial Proposals, TO Financial Proposals for qualified Offerors will be reviewed and ranked from lowest to highest price proposed.
- E. When in the best interest of the State, the TO Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO.
- F. The Procurement Officer shall make a recommendation of award of the Task Order to the responsible Offeror who has the TO Proposal determined to be the most advantageous to the State, considering price and the evaluation criteria set forth above. In making this selection, the TO Technical Proposal will be given greater weight than the TO Financial Proposal.

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

## **6.5 Documents Required upon Notice of Recommendation for Task Order Award**

Upon receipt of a Notification of Recommendation for Task Order award, the apparent awardee shall complete and furnish the documents and attestations as directed in **Table 1 of Section 7 – TORFP Attachments and Appendices**.

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

- A. Issuance of a fully executed TO Agreement,
- B. Purchase Order, and
- C. by a Notice to Proceed authorized by the TO Procurement Officer. See (see online example at

<http://doit.maryland.gov/contracts/Documents/CATSPPlus/CATS+NoticeToProceedSample.pdf>

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## 7 TORFP ATTACHMENTS AND APPENDICES

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

For documents required as part of the proposal:

For e-mail submissions, submit one (1) copy of each with signatures.

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

For documents required after award, submit three (3) copies of each document within the appropriate number of days after notification of recommended award, as listed in the below in the “When to Submit” column.

When to Submit	Label	Attachment Name
Before Proposal	A	Pre-Proposal Conference Response Form
With Proposal	B	Financial Proposal Instructions and Form
With Proposal	C	Bid/Proposal Affidavit (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf</a> )
With Proposal	D-TORFP	Acknowledgement of Work Order MBE Requirements
With Work Order Proposal	D	MBE Forms D-1A (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf</a> )
10 Business Days after recommended award	D	MBE Forms D-1B, D-1C, D-2, D-3A, D-3B (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf</a> ) <b>Important:</b> Attachment D-1C, if a waiver has been requested, is also required within 10 days of recommended award.
As directed in forms	D	MBE Forms D-4A, D-4B, D-5 (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf</a> )
With Proposal	E-TORFP	Acknowledgement of Work Order VSBE Requirements
With Work Order Proposal	E	Veteran-Owned Small Business Enterprise (VSBE) Form E-1A (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf</a> )

When to Submit	Label	Attachment Name
5 Business Days after recommended award	E	VSBE Forms E-1B, E-2, E-3 (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf</a> ) <b>Important:</b> Attachment E-1B, if a waiver has been requested, is also required within 10 days of recommended award.
With Proposal	F	Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf</a> )
With Proposal	G	Federal Funds Attachments (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentG-FederalFundsAttachment.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentG-FederalFundsAttachment.pdf</a> )
With Proposal	H	Conflict of Interest Affidavit and Disclosure (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf</a> )
5 Business Days after recommended award – However, suggested with Proposal	I	Non-Disclosure Agreement (Contractor) (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf</a> )
5 Business Days after recommended award – However, suggested with Proposal	J	HIPAA Business Associate Agreement (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-J-HIPAABusinessAssociateAgreement.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-J-HIPAABusinessAssociateAgreement.pdf</a> )
N/A	K	Mercury Affidavit
With Proposal	L	Location of the Performance of Services Disclosure (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-L-PerformanceofServicesDisclosure.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-L-PerformanceofServicesDisclosure.pdf</a> )
5 Business Days after recommended award	M	Sample Task Order (included in this TORFP)
N/A	N	DHS Hiring Agreement
When to Submit	Label	Appendix Name

When to Submit	Label	Attachment Name
N/A	1	Abbreviations and Definitions (included in this TORFP)
With Proposal	2	Offeror Information Sheet (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_OfferorInformationSheet.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_OfferorInformationSheet.pdf</a> )
As required in the TORFP	3	Criminal Background Check Affidavit
With Proposal	4	Labor Classification Personnel Resume Form
Before Proposal, as directed.	3	Non-Disclosure Agreement (Offeror) (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/Appendix-3-Non-Disclosure-Agreement-Offeror-1.dotx">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/Appendix-3-Non-Disclosure-Agreement-Offeror-1.dotx</a> )
When to Submit	Label	Document Name
5 Business Days after recommended award		Evidence of meeting insurance requirements (see <b>Section 3.6</b> ); 1 copy

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

**Solicitation Number M00B0600019**

A TO Pre-proposal conference will be held on January 9<sup>th</sup>, 2020 at 1:00 PM Local Time, at MDH 201 W Preston St, Baltimore MD 21201 Room L-4.

Please return this form by January 6<sup>th</sup>, 2020, advising whether or not you plan to attend. The completed form should be returned via e-mail or fax to the TO Contract Officer at the contact information below:

John Gullucci  
Office of Procurement and Support Services  
E-mail: john.gullucci@maryland.gov  
Fax #: 410-333-5958

Please indicate:

\_\_\_\_\_ Yes, the following representatives will be in attendance.

Attendees (Check the TORFP for limits to the number of attendees allowed):

- 1.
- 2.
- 3.

\_\_\_\_\_ No, we will not be in attendance.

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

Offeror: \_\_\_\_\_

*Offeror Name (please print or type)*

By: \_\_\_\_\_

*Signature/Seal*

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

*Printed Name*

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

*Title*

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

*Date*

**Directions to the TO Pre-Proposal Conference**

**Attachment B. Financial Proposal**

See separate Excel TO Financial Proposal Form labeled MMT Attachment B Pricing Worksheet

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

A year for this Task Order shall be calculated as one calendar year (12 months) from the Effective Date.

**Labor Rate Maximums:** The maximum labor rate that may be proposed for any CATS+ Labor Category shall not exceed the maximum for the CATS+ Master Contract year in effect on the TO Proposal due date. Please indicate which of the staff are guaranteed work and indicate the rest are appropriate for non-guaranteed work via Task Orders.



**Attachment C. Bid/Proposal Affidavit**

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

**Attachment D-TORFP – Acknowledgement of Work Order MBE Requirements**

This document shall be included with the submittal of the Master Contractor’s response to the TORFP. **If the Master Contractor fails to complete and submit this form with its response to the TORFP, the Procurement Officer shall determine that the Master Contractor’s response to the TORFP is not reasonably susceptible of being selected for award.**

In conjunction with the offer submitted in response to Solicitation No. M00B0600019, I affirm the following:

- A. I understand that if I am awarded a Task Order Agreement under the solicitation noted above, I will have the opportunity to compete for and win Work Orders that may contain MBE participation requirements.
- B. If I am awarded a Task Order Agreement under the solicitation noted above, and I respond to a Work Order that contains MBE requirements by submitting a Work Order Proposal, I understand that if I fail to comply with any of the MBE requirements outlined in the Work Order, my Work Order Proposal will be eliminated from further consideration.
- C. If I am awarded a Work Order Agreement, I commit to making a good faith effort to achieve the MBE goal established for the Work Order. 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.

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.

Bidder/Offeror Name:	
Signature of Authorized Representative:	
Printed Name and Title:	
Address:	
City, State and Zip Code:	

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

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

This solicitation includes a Minority Business Enterprise (MBE) participation goal of 28 percent, there are no subgoals.

**Attachment E – TORFP – Acknowledgement of Work Order VSBE Requirements**

This document shall be included with the submittal of the Master Contractor’s response to the TORFP. **If the Master Contractor fails to complete and submit this form with its response to the TORFP, the Procurement Officer shall determine that the Master Contractor’s response to the TORFP is not reasonably susceptible of being selected for award.**

In conjunction with the offer submitted in response to Solicitation No. M00B0600019, I affirm the following:

- A. I understand that if I am awarded a Task Order Agreement under the solicitation noted above, I will have the opportunity to compete for and win Work Orders that may contain VSBE participation requirements.
- B. If I am awarded a Task Order Agreement under the solicitation noted above, and I respond to a Work Order that contains VSBE requirements by submitting a Work Order Proposal, I understand that if I fail to comply with any of the VSBE requirements outlined in the Work Order, my Work Order Proposal will be eliminated from further consideration.
- C. If I am awarded a Work Order Agreement, I commit to making a good faith effort to achieve the VSBE goal established for the Work Order. 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.

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.

Bidder/Offeror Name:	
Signature of Authorized Representative:	
Printed Name and Title:	
Address:	
City, State and Zip Code:	

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

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

This solicitation includes a VSBE participation goal of   2  %.

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

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

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

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

Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.

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

**Attachment G. Federal Funds Attachments**

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

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

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

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

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made by and between the State of Maryland (the “State”), acting by and through ([ISSUINGAGENCYNAME]) (the “[typeofAgency]”), and \_\_\_\_\_ (the “TO Contractor”).

**RECITALS**

**WHEREAS**, the TO Contractor has been awarded a contract (the “TO Agreement”) following the solicitation for “Medicaid Enterprise Systems Modular Transformation (MMT) Project Management Office Solicitation” # M00B0600019; and

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

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

1. Regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such, “Confidential Information” means (1) any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement and (2) any and all personally identifiable information (PII) (including but not limited to personal information as defined in Md. Ann. Code, General Provisions §4-101(h)) and protected health information (PHI) that is provided by a person or entity to the TO Contractor in connection with this TO Agreement. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. The TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information except for the sole and exclusive purpose of performing under the TO Agreement. The TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor’s Personnel are attached hereto and made a part hereof as **Attachment I-2**. TO Contractor shall update **Attachment I-2** by adding additional names (whether TO Contractor’s Personnel or a subcontractor’s personnel) as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor’s performance of the TO Agreement or will otherwise have a role in performing any aspect of the TO Agreement, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.

4. The TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, adopt or establish operating procedures and physical security measures, and take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. The TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor's Personnel or the TO Contractor's former Personnel. TO Contractor shall cooperate, at its own expense, with the State in seeking injunctive or other equitable relief against any such person(s).
6. The TO Contractor shall, at its own expense, return to the Department all Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.
7. A breach of this Agreement by the TO Contractor or the TO Contractor's Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.
8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative, and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and costs.
9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement, in no event less restrictive than as set forth in this Agreement, and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
  - a. This Agreement shall be governed by the laws of the State of Maryland;
  - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
  - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
  - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
  - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures;

- f. The Recitals are not merely prefatory but are an integral part hereof; and
- g. The effective date of this Agreement shall be the same as the effective date of the TO Agreement entered into by the parties.

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

TO Contractor: \_\_\_\_\_

[ISSUINGAGENCYACRONYM] \_\_\_\_\_

By: \_\_\_\_\_  
(seal)

By: \_\_\_\_\_

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

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

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

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

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

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



**Attachment J. HIPAA Business Associate Agreement**

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

**Attachment K. Mercury Affidavit**

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

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

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

**Attachment M. Task Order**

CATS+ TORFP# M00B0600019 OF  
MASTER CONTRACT #060B2490023

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

IN CONSIDERATION of the mutual promises, 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 Maryland Department of Health, as identified in the CATS+ TORFP #M00B0600019.
  - b. “CATS+ TORFP” means the Task Order Request for Proposals #M00B0600019, dated MONTH DAY, YEAR, including any addenda and amendments.
  - c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor.
  - d. “TO Procurement Officer” means [TO Procurement Officer]. The Department may change the TO Procurement Officer at any time by written notice.
  - e. “TO Agreement” means this signed TO Agreement between [ISSUINGAGENCYACRONYM] and TO Contractor.
  - f. “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_.
  - g. “TO Manager” means [contractManagerName]. The Department may change the TO Manager at any time by written notice to the TO Contractor.
  - h. “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
  - i. “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
  - j. “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work
  - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
  - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 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:

- The TO Agreement,
- Exhibit A – CATS+ TORFP
- Exhibit B – TO Technical Proposal
- Exhibit C – TO Financial Proposal

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

### 3. Time for Performance

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

### 4. Consideration and Payment

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

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

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

### 4.5 Liquidated Damages for MBE

1 The Master Contract requires the Master Contractor to comply in good faith with the MBE Program and Master Contract provisions. The State and the Master Contractor acknowledge and agree that the State will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Master Contractor does not comply in good faith with the requirements of the MBE Program and MBE Contract provisions. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.

2 Therefore, upon issuance of a written determination by the State that the Master Contractor failed to comply in good faith with one or more of the specified MBE Program requirements or MBE Contract provisions, the Master Contractor shall pay liquidated damages to the State at the rates set forth below. The Master Contractor expressly agrees that the State may withhold payment on any invoices as a set-off against liquidated damages owed. The Master Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of such violation.

- (a) Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): \$XXX per day until the monthly report is submitted as required.
- (b) Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): \$XXX per MBE subcontractor.
- (c) Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the Contract.
- (d) Failure to meet the Master Contractor's total MBE participation goal and sub goal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.
- (e) Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of the Contract: \$100.00 per day until the undisputed amount due to the MBE subcontractor is paid.

2 Notwithstanding the assessment or availability of liquidated damages, the State reserves the right to terminate the Task Order and exercise any and all other rights or remedies, which may be available under the Task Order or Law.

SIGNATURES ON NEXT PAGE

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

TO Contractor Name

\_\_\_\_\_

\_\_\_\_\_

By: Type or Print TO Contractor POC

Date

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

STATE OF MARYLAND, MDH

\_\_\_\_\_

\_\_\_\_\_

By: [procurementOfficerName], TO Procurement Officer

Date

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

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

\_\_\_\_\_

Assistant Attorney General

**Attachment N. DHS Hiring Agreement**

This solicitation does not require a DHS Hiring Agreement.

## Appendix 1. Abbreviations and Definitions

For purposes of this TORFP, the following abbreviations or terms have the meanings indicated below:  
Application Program Interface (API) - Code that allows two software programs to communicate with each other

- A. Acceptable Use Policy (AUP) - A written policy documenting constraints and practices that a user must agree to in order to access a private network or the Internet
- B. Access - The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any information system resource
- C. Business Day(s) – The official working days of the week to include Monday through Friday. Official working days excluding State Holidays (see definition of “Normal State Business Hours” below).
- D. COMAR – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
- E. Data Breach – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data
- F. Office of Enterprise Technology or OET.
- G. Effective Date - The date of mutual TO Agreement execution by the parties
- H. Enterprise License Agreement (ELA) – An agreement to license the entire population of an entity (employees, on-site contractors, off-site contractors) accessing a software or service for a specified period of time for a specified value.
- I. Information System – A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
- J. Information Technology (IT) – All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services
- K. Key Personnel – All TO Contractor Personnel identified in the solicitation as such that are essential to the work being performed under the Task Order. See TORFP **Section 3.10**.
- L. Local Time – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- M. Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- N. Normal State Business Hours - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) – keyword: State Holidays.
- O. Notice to Proceed (NTP) – A written notice from the TO Procurement Officer that work under the Task Order, project or Work Order (as applicable) is to begin as of a specified date. The NTP Date is the start date of work under the Task Order, project or Work Order. Additional NTPs may be issued by either the TO Procurement Officer or the TO Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- P. NTP Date – The date specified in a NTP for work on Task Order, project or Work Order to begin.
- Q. Offeror – A Master Contractor that submits a Proposal in response to this TORFP.
- R. Personally Identifiable Information (PII) – Any information about an individual maintained by the State, including (1) any information that can be used to distinguish or trace an individual identity, such as name, social security number, date and place of birth, mother’s maiden name,

- or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- S. Protected Health Information (PHI) – Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
  - T. Security Incident – A violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies, or standard security practices. “Imminent threat of violation” is a situation in which the organization has a factual basis for believing that a specific incident is about to occur.
  - U. Security or Security Measures – The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data
  - V. Sensitive Data - Means PII;PHI; other proprietary or confidential data as defined by the State, including but not limited to “personal information” under Md. Code Ann., Commercial Law § 14-3501(d) and Md. Code Ann., St. Govt. § 10-1301(c) and information not subject to disclosure under the Public Information Act, Title 4 of the General Provisions Article; and .information about an individual that (1) can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information
  - W. Service Level Agreement (SLA) - Commitment by the TO Contractor to the Department that defines the performance standards the TO Contractor is obligated to meet.
  - X. SLA Activation Date- The date on which SLA charges commence under this Task Order, which may include, but to, the date of (a) completion of Transition in, (b) a delivery, or (c) releases of work
  - Y. Software - The object code version of computer programs licensed pursuant to this TO Agreement. Embedded code, firmware, internal code, microcode, and any other term referring to software that is necessary for proper operation is included in this definition of Software. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections. Software also includes any upgrades, updates, bug fixes, modified versions, or backup copies of the Software licensed to the State by TO Contractor or an authorized distributor.
  - Z. Software as a Service (SaaS) - A software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted. For the purposes of this TORFP, the terms SaaS and PaaS are considered synonymous and the term SaaS will be used throughout this document
  - AA. Solution - All Software, deliverables, services and activities necessary to fully provide and support the TORFP scope of work. This definition of Solution includes all System Documentation developed as a result of this TO Agreement. Also included are all Upgrades, patches, break/fix activities, enhancements and general maintenance and support of the Solution and its infrastructure.
  - BB. State – The State of Maryland.
  - CC. Source Code – Executable instructions for Software in its high level, human readable form which are in turn interpreted, parsed and/or compiled to be executed as part of a computing system.
  - DD. System Availability – The period of time the Solution works as required excluding non-operational periods associated with planned maintenance.

- EE. System Documentation – Those materials necessary to wholly reproduce and fully operate the most current deployed version of the Solution in a manner equivalent to the original Solution including, but not limited to:
- 1) Source Code: this includes source code created by the TO Contractor or subcontractor(s) and source code that is leveraged or extended by the TO Contractor for use in the Task Order.
  - 2) All associated rules, reports, forms, templates, scripts, data dictionaries and database functionality.
  - 3) All associated configuration file details needed to duplicate the run time environment as deployed in the current deployed version of the system.
  - 4) All associated design details, flow charts, algorithms, processes, formulas, pseudo-code, procedures, instructions, help files, programmer’s notes and other documentation.
  - 5) A complete list of Third Party, open source, or commercial software components and detailed configuration notes for each component necessary to reproduce the system (e.g., operating system, relational database, and rules engine software).
  - 6) All associated user instructions and/or training materials for business users and technical staff, including maintenance manuals, administrative guides and user how-to guides.
  - 7) Operating procedures
- FF. Task Order (TO) – The scope of work described in this TORFP.
- GG. TO Agreement - The contract awarded to the successful Offeror pursuant to this Task Order Request for Proposals, the form of which is attached to this TORFP as **Attachment M**.
- HH. TO Contractor Personnel - Employees and agents and subcontractor employees and agents performing work at the direction of the TO Contractor under the terms of the Task Order awarded from this TORFP.
- II. TO Proposal – As appropriate, either or both of an Offeror’s TO Technical or TO Financial Proposal.
- JJ. Technical Safeguards – The technology and the policy and procedures for its use that protect State Data and control access to it.
- KK. Third Party Software – Software and supporting documentation that:
- 8) are owned by a third party, not by the State, the TO Contractor, or a subcontractor,
  - 9) are included in, or necessary or helpful to the operation, maintenance, support or modification of the Solution; and
  - 10) were specifically identified and listed as Third-Party Software in the Proposal.
- LL. Total Proposal Price - The Offeror’s total proposed price for services in response to this solicitation, included in the TO Financial Proposal with **Attachment B** – TO Financial Proposal, and used in the financial evaluation of Proposals (see TORFP **Section 5.5**).
- MM. Upgrade - A new release of any component of the Solution containing major new features, functionality and/or performance improvements.
- NN. Veteran-owned Small Business Enterprise (VSBE) – A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
- OO. Work Order– A subset of work authorized by the TO Manager performed under the general scope of this TORFP, which is defined in advance of TO Contractor fulfillment, and which may not require a TO Agreement modification. Except as otherwise provided, any reference to the Task Order shall be deemed to include reference to a Work Order.

**Appendix 2. Offeror Information Sheet**

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

**Appendix 3. Criminal Background Check Affidavit**

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

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

I hereby affirm that the \_\_\_\_ (Master Contractor) \_\_\_\_\_ has provided Maryland Transportation Authority with a summary of the security clearance results for all of the candidates that will be working on Task Order MICROSOFT DYNAMICS SL SOFTWARE TECHNICAL AND USER SUPPORT M00B0600019 and all of these candidates have successfully passed all of the background checks required under Section 2.4.3.2 of the CATS + Master Contract. Master Contractors hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this Task Order.

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Appendix 4 Labor Classification Personnel Resume Summary**

**INSTRUCTIONS:**

1. For each Key Personnel proposed, complete one Labor Category Personnel Resume Summary. 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.
2. For this TORFP,
  - A. Master Contractors shall comply with all personnel requirements defined under the Master Contract RFP 060B2490023.
  - B. Master Contractors shall propose the CATS+ Labor Category that best fits each proposed resource. A Master Contractor may only propose against labor categories in the Master Contractor's CATS+ Master Contract Financial Proposal.
  - C. A Master Contractor's entire TO Technical Proposal will be deemed not susceptible for award if any of the following occurs:
    - 1) Failure to follow these instructions.
    - 2) Failure to propose a resource for each job title or labor category identified in the TORFP as a required submission.
    - 3) Failure of any proposed resource to meet minimum requirements as listed in this TORFP and in the CATS+ Master Contract.

**Appendix 4 LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY**

CATS+ TORFP #M00B0600019

Proposed Individual:	Master Contractor:	CATS+ Labor Category:	
Education: Insert the education description from the CATS+ RFP from Section 2.10 for the applicable labor category	Institution/Address	Degree or Certification	Dates
Generalized Experience: Insert the generalized experience description from the CATS+ RFP from Section 2.10 for the applicable labor category.	Start	End	Company/Job Title
			Relevant Work Experience
Specialized Experience: Insert the specialized experience description from the CATS+ RFP from Section 2.10 for the applicable labor category,			
TORFP Additional Requirements Minimum qualifications and required certifications as defined in Section 3.10 of this TORFP.  Provide dates in the format of MM/YY to MM/YY			

**CANDIDATE REFERENCES** (List persons the State may contact as employment references)

Reference Name	Job Title or Position	Organization Name	Telephone / Email

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

TO Contractor Representative:

Proposed Individual:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Appendix 5 Non-Disclosure Agreement (Offeror)

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

OFFEROR warrants and represents that it intends to submit a TO Technical Proposal in response to TORFP #M00B0600019 for Medicaid Enterprise Systems Modular Transformation, Project Management Office. In order for the OFFEROR to submit a TO Technical Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to [typeofNonDisclosureInfoOfferor]. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

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

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

Title: [signatoryTitle] \_\_\_\_\_

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

Address: \_\_\_\_\_  
\_\_\_\_\_

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