

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



MARYLAND DEPARTMENT OF HEALTH (MDH)

SOLICITATION NUMBER: 20-18355 (M00B0600029)

**LONG TERM SUPPORT AND SERVICES (LTSS) SYSTEM
SOFTWARE DEVELOPMENT & BUSINESS PROCESS SUPPORT**

ISSUE DATE: AUGUST 1, 2019

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

Solicitation Title:	Long Term Support and Services (LTSS) System Software Development and Business Process Support
Solicitation Number (TORFP#):	20-18355 (M00B0600029)
Functional Area:	Functional Area 2 – Web and Internet Systems
TORFP Issue Date:	8/1/2019
TORFP Issuing Office:	Maryland Department of Health (MDH or the "Department")
Department Location:	201 West Preston Street, Baltimore, Maryland 21201
TO Procurement Officer: e-mail: Office Phone:	Denise Coates dcoates@maryland.gov Office Phone: 410-767-5981
TO Manager: e-mail: Office Phone:	Eric Saber 201 W Preston St Baltimore, MD 21201 Eric.Saber@Maryland.gov (410) 767-1458
TO Proposals are to be sent to:	201 West Preston Street Room 416-A Baltimore, Maryland 21201 Attention: Denise Coates
Questions are to be sent to:	mdh.solicitationquestions@maryland.gov
TO Pre-proposal Conference:	8/15/2019 at 10:00 a.m. Local Time 201 West Preston Street, Room L2 Baltimore, Maryland 21201 See Attachment A for instructions.
TO Proposals Due (Closing) Date and Time:	10/9/2019 at 2:00 p.m. Local Time Offerors are reminded that a completed Feedback Form is requested if a no-bid decision is made (see Section 5).
MBE Subcontracting Goal:	5%, with no subgoals.
VSBE Subcontracting Goal:	0%
Task Order Type:	Fixed Price
Task Order Duration:	Three (3) year base period with two (2) one-year option periods, commencing from the Effective Date.
Primary Place of Performance:	Maryland Department of Health 201 West Preston Street, Baltimore, Maryland 21201
SBR Designation:	No
Federal Funding:	Yes
Questions Due Date and Time:	9/5/2019 at 2:00 p.m. Local Time

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1 Minimum Qualifications

1.1 Offeror Minimum Qualifications

Only those Master Contractors that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation. The Master Contractor's proposal and references will be used to verify minimum qualifications. The Master Contractor's proposal shall demonstrate meeting the following minimum requirements:

- A. Minimum of three (3) years of experience developing care management systems; and,
- B. Minimum of three (3) years of experience developing billing and service validation solutions; and,
- C. Minimum five (5) years of experience developing large-scale IT solutions utilizing industry-proven software development standards, methods and tools, similar in size and scope to this project; and,
- D. Minimum of three (3) years of experience in developing software solutions using Agile methods.

1.2 Offeror Personnel Minimum Qualifications

Offeror Personnel shall meet the following minimum qualification criteria to be eligible for consideration in the evaluation of this TORFP:

Proposed Personnel experience starting dates and ending dates must be clearly identified for each applicable minimum requirement and meet the identified labor category description as described in **CATS + RFP Section 2.10** (<http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016CATSPPlus2016RFP.pdf>).

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2 TO Contractor Requirements: Scope of Work

2.1 Summary Statement

2.1.1 The Maryland Department of Health (MDH) is issuing this CATS+ TORFP in order to obtain one (1) TO Contractor to perform software development and business process support for the LTSS System. The TO Contractor shall provide skilled resources to conduct planning, management, requirements gathering, design, development, testing, training, implementation, post-implementation support and Tier 2 Help Desk support. The TO Contractor's team shall consist of a Core Team of exactly four (4) resources, as defined by:

- TO Contractor Manager
- Business Analyst Lead
- Development Lead
- Quality Assurance (QA) Lead

Additionally, MDH may also request services requiring additional TO Contractor personnel from time-to-time to support delivery of Work Orders and/or Change Requests.

MDH is issuing this TORFP for the LTSS project to provide Software Development and Business Process Support Services. The selected TO Contractor must work closely with State program staff and other applicable stakeholders including the State's other IT vendors to support LTSS project needs. The TO Contractor shall provide resources to support the LTSS System software development process.

In addition to supporting ongoing business needs, the TO Contractor must support key expansions and enhancements to the LTSS. Offerors should have a strong understanding of industry standards around system architecture, data governance, enterprise data management, and cost containment.

In the next two years, MDH envisions significant expansion to the user base and system processing requirements of the LTSS with large growth in end-users, infrastructure, number of claims processed, and number of participants served. The LTSS modules supporting the DDA, REM, and MDC programs are high priority projects within this period, and MDH will heavily depend on the expertise of the TO Contractor.

2.2 Background and Purpose

In 2012, MDH launched the LTSS to enhance case management for over 10,000 recipients in the Maryland Medical Assistance (Medicaid) program. LTSS interfaces directly with the Medicaid Management Information System (MMIS) to exchange client, provider, and claims information for many of MDH's Medicaid Waiver programs. The system supports a full spectrum of case management activities including eligibility assessments, program enrollment, and case management billing. LTSS is a vital tool for case managers, nurse monitors, Medicaid providers, and MDH as they coordinate services for the State's Medicaid recipients.

In addition to case management, the LTSS includes the In-home Supports Assurance System (ISAS) module for Electronic Visit Verification (EVV) and billing. Caregivers record their visits through an Integrated Voice Response (IVR) system, and visits are matched against participant and provider data stored in LTSS. ISAS records caregivers' pre-authorized visits and automatically generates and submits claims to MMIS for payment.

Federal requirements for quality monitoring and assurance cannot be met without technology support to gather, manage, and analyze data. The LTSS system is delivered utilizing the modular development concept. Currently, the LTSS System supports modules for the Money Follows the Person (MFP) Demonstration, Waiver for Brain Injury (BI), Community Options Waiver (CO), Community Personal Assistance Services (CPAS), and Community First Choice (CFC). MDH is continuing to grow the programs that are integrated into the LTSS application and we have begun implementing the Medical Day Care Waiver (MDC), the Developmental Disabilities Administration (DDA) program, and Rare and Expensive Case Management (REM) program, among others.

The LTSS is a custom-developed software solution for the State of Maryland designed to be expanded to support MDH's business needs. As such, modification and expansion of the underlying technology (i.e. custom and COTS

software) are integral elements that support the expanding business functionality in the LTSS. As the number and complexity of State waiver programs included in LTSS grows, so does the need for a flexible, responsive technology solution to manage the large volumes of data stored and accessed within the system and meet the State’s evolving business needs.

LTSS Software Application Details:

Software Components

- MS .NET for web applications
- MS SQL Server database
- MS SQL Server Reporting Services (SSRS)
- Seamoan OTP Service
- IBM Connect:Direct with Secure+

Database & Reports Repository

Transactional Database:

- RavenDB 2.5 (2.5034)
- ~200 collections
- ~100 million documents
- ~900 GB

Software Development Toolkit

- Microsoft .NET 4.0/4.5/4.6
- Development Environment: Microsoft VS 2015/2017, Microsoft TFS 2015
- Tools: ASP.NET MVC 4.0/5.0, Web API, Resharper 8.0, Agatha RRSL, Sitemap 2.5, Kendo UI for ASP.NET, Microsoft VS Test Professional 2015, Bootstrap UI, AngularJS

Reporting Databases:

- SQL 2016, SSRS 2008 & 2016
- ~450 database tables
- LTSS/ISAS Transactions: ~315 million records
- IVR Transactions Log: ~90 million records
- ~550 GB

Application Statistics

- ~1.8 million Lines of code
- ~700 forms, ~1700 screens
- ~200 canned reports (excluding ad-hoc reports)

MMIS/MDS Interface Staging Database:

- SQL Server 2012, SSRS 2012
- ~50 tables
- ~60 million records
- ~12 GB

2.2.1 State Staff and Roles

E. TO Manager

- 1) The Department will provide a TO Manager who will be responsible for ensuring compliance of LTSS vendors with their contracts.
- 2) The Department’s TO Manager will provide the following:
 - a) Detailed knowledge of contract terms for LTSS vendors
 - b) Vendor invoice management
 - c) Final approval of all work orders and deliverables
 - d) Deliverable feedback and approvals
 - e) Vendor personnel approvals
 - f) Corrective Action Plan (CAP) coordination
 - g) Contract management

F. MDH’s LTSS Project Manager

- 1) The Department will provide a LTSS Project Manager who will be responsible for overseeing the LTSS project.
- 2) The Department’s LTSS Project Manager will provide the following:
 - a) Coordination with the MDH business stakeholders, TO Manager, MDH’s Technical Support Team, and other LTSS IT vendors and stakeholders

- b) Coordination with MDH’s LTSS Steering Committee
 - c) Coordination with DoIT
- G. MDH’s LTSS Technical Architecture Team
- 1) The Department will provide a LTSS Technical Architecture Team who will be responsible for technical governance, oversight and coordination with the LTSS system vendors and stakeholders
 - 2) The Department’s LTSS Technical Architecture Team will provide the following:
 - a) Review and recommendations for technical decisions and on technical deliverables and project artifacts
 - b) Software release oversight
 - c) Coordination with the LTSS vendors and stakeholders
 - d) Secondary monitoring of the LTSS’s performance, including the software application
- H. LTSS Project’s Architecture Review Board (ARB)
- 1) The Department’s LTSS Project’s ARB is responsible for providing technical solution governance
 - 2) The ARB includes representatives from the Department’s LTSS Technical Architecture Team, MDH’s LTSS Project Manager, and the LTSS Operations and Maintenance (O&M) TO Contractor; additionally, the Software Development TO Contractor shall have one (1) or more representatives in the ARB
- I. LTSS O&M TO Contractor
- 1) The Department’s O&M TO Contractor will provide the O&M TO Contractor Manager who will direct technical engagement with other O&M TO Contractor’s staff.
 - 2) The O&M TO Contractor Manager will provide the following:
 - a) Hosted infrastructure, monitoring, support and management for the pre-production, production and disaster recovery environments
 - b) Software release coordination to the pre-production, production and disaster recovery environments
 - c) Tier 1 Help Desk services, including a Help Desk tool to be integrated with the TO Contractor’s Tier 2 incident management tool
 - d) Secure connectivity with the Software Development TO Contractor for transfer of software, data and/or other software development related purposes
 - e) Access for the Software Development TO Contractor to database servers and production data, as necessary for database support purposes

2.2.2 Other State Responsibilities

- A. For meetings at the MDH’s primary location, the Department will provide normal office working facilities and equipment reasonably necessary for the TO Contractor to conduct meetings under this Task Order. Any special requirements shall be identified by the TO Contractor at TO initiation. MDH will supply any special requirements upon mutual agreement with TO Contractor.
- B. The Department is responsible for providing required information, production data, documentation, and access to State personnel and contractors to facilitate the TO Contractor’s performance of the work and will provide such additional assistance and services as needed upon TO initiation.
- C. To facilitate the transition from the incumbent vendor to the successful TO Contractor, the Department shall provide the following:

- 1) Software requirements, use cases, design documents, source code, and release notes.
- 2) Project management deliverables such as work plans, monthly reports, and transition-in deliverables from prior transitions.
- 3) Current download from the incumbent of their Team Foundation Server (TFS) development platform's artifacts for the LTSS project, including user stories, requirements details, acceptance criteria, current state, test cases and requirements traceability matrix (RTM).
- 4) The Department will assist in a source code assessment to determine its transportability and establish technical resources to aid in the transition from the incumbent to the successful TO Contractor.

2.3 Responsibilities and Tasks

2.3.1 The TO Contractor shall provide staffing and resources for the Core Team to fully supply the following services as identified in Section 2 Requirements:

- Project Management Services
- Business Analyst Services
- Software Development and Implementation Support Services
- Testing and Quality Assurance Services
- Training Services
- Tier 2 Help Desk Services

2.3.2 Physical Office Requirements

- A. The TO Contractor shall maintain a physical office within a thirty (30) mile radius of MDH's main location. This shall be the primary location for LTSS project coordination. MDH's main location is:

MDH
201 West Preston Street
Baltimore, Maryland 21201

- B. TO Contractor shall have access to a training/UAT facility with a minimum of twenty (20) seats within twenty (20) miles of MDH. The facility shall be equipped with the necessary furnishings, equipment, software, and secure connectivity to fully support training and/or UAT of major LTSS software releases.
- C. TO Contractor shall conduct all LTSS project work within the United States and include in the technical proposal all locations where work is to be performed and the nature of the work at each location. TO Contractor shall provide an address, phone number and a contact person for each location.

2.3.3 User Interface Requirements

- A. The TO Contractor shall ensure the application meets the accessibility standards found in Section 508 of the Federal Rehabilitation Act: <http://www.section508.gov/index.cfm?FuseAction=Content&ID=3>. The TO Contractor shall test web applications and submit verification in writing to MDH and in accordance with industry standards for Section 508. The TO Contractor shall use a tool recognized for testing the 508 standards and that has received MDH's approval for this purpose.
- B. The TO Contractor shall ensure the application navigation is consistent, using the same general interface layout throughout the site.

2.3.4 Project Management Plans and Schedule

- 2.3.4.1 The TO Contractor shall provide a Project Management Plan (PMP) that addresses the following areas:
- a. Project Management artifacts that address the nine (9) PMBOK Areas

- b. Project personnel and management of the TO Contractor
- c. Risk management plan, including a risk register to track identified risks to resolution
- d. Quality management plan that describes methodology, tools, standards, roles and responsibilities, control and assurances
- e. Detailed written description of any work to be subcontracted, with the name and address of the proposed Subcontractor(s), including MBE Subcontractors
- f. An Issue Identification and Resolution Plan that provides how the TO Contractor shall receive, track, resolve, and communicate solutions of project management issues or system deficiencies identified during transition period and the following period of maintenance and support
- g. Staffing management plan that describes roles and responsibilities, corporate governance, identifies key staff by name, role and contact information, project organizational chart, staffing estimates by SDLC phase, staff acquisition plan, training plan and work location(s)
- h. Procurement management plan for physical assets (office, equipment, software, etc.) and services (subcontractors, significant services – i.e. ISP, telecom, etc.)
- i. Communication plan
- j. Project schedule management plan that describes the roles and responsibilities, tools, maintenance, reporting, change control and metrics
- k. Project Schedule in Microsoft Project that includes the schedule of deliverables
- l. Periodic updates to the PMP may be deemed necessary and are to be completed by the TO Contractor at no additional cost

2.3.4.2 The TO Contractor shall present a Project Schedule that addresses the following areas:

- A. Show major project activities, milestones, and deliverables: (a) from Contract award through transition from the current Software Development TO Contractor to completion of the follow-on, finished, fully operational LTSS system and (b) from completion of transition through the end of the contract.
- B. All activities broken down to durations are not longer than eighty (80) hours in duration (i.e. 8/80 rule). The work breakdown structure (WBS) shall follow the DoIT Agile SDLC convention, by major initiative or software release.
- C. Identify activities or phases that can be completed independently or simultaneously, as well as those that must be completed in sequence before another activity or phase can begin.
- D. Include task list that identifies the corresponding responsible party, dependencies, start and end date. The project schedule shall include all necessary tasks and dependencies from MDH and external parties, including transition from current Software Development TO Contractor.
- E. Be updated weekly, reviewed with MDH's LTSS Project Manager monthly.

2.3.5 **LTSS Requirements Gathering, Design, Development, Testing and Implementation**

- A. The TO Contractor shall be responsible for all stages of the SDLC, including requirements gathering, design, development, testing and implementation.
- B. The TO Contractor shall utilize proven industry methods throughout the SDLC, refer to section 2.3.12 Required Project Policies, Guidelines and Methodologies
- C. The TO Contractor shall facilitate source code walkthrough(s), as directed by the State.
- D. The TO Contractor shall manage unit testing, system testing and regression testing in the O&M TO Contractor's pre-production environment and provide the personnel necessary to perform these tasks.
- E. The TO Contractor shall be required to coordinate UAT for the software releases.
- F. The TO Contractor's Test Plan shall plan for UAT to be conducted by representatives from MDH, the O&M TO Contractor's Help Desk and/or the user group. TO Contractor shall work with the TO Manager and representatives designated by the TO Manager to prepare test scripts that are clearly mapped to the

- requirements. The Test Plan shall include procedures for testing and for how errors will be recorded, tracked, resolved and retested to include unit testing. The Test Plan shall include the full range application functions, including online, batch, data exchanges, audit logging and full end-to-end transactions.
- G. Failure of the system to pass the acceptance test as determined by the TO Manager may require the TO Contractor to correct the system and the Department may require the acceptance test to be repeated in its entirety.
 - H. The TO Contractor shall be required to coordinate and conduct code merge(s) with any other software vendor. Code merges may be required, such as during the transition-in period or if the current software vendor is required to resolve defects in functionality they implemented.
 - I. The TO Contractor shall be required to prepare for and conduct regression testing in the O&M TO Contractor-hosted Pre-production environment and provide the personnel necessary to perform these tasks.
 - J. The TO Contractor shall support the annual DR test coordinated with the O&M TO Contractor and provide resources to validate the environment during the test.
 - K. The TO Contractor shall be required to prepare for and conduct validation in the Production environment after each software release.

2.3.6 Training

- A. The TO Contractor shall provide training to LTSS users, such as:
 - a. MDH business users
 - b. Supports Planning Agency (SPA) users
 - c. Local Health Department users
 - d. Service Provider users
 - e. O&M Help Desk representatives
 - f. Coordination of Community Services users
 - g. LTSS project support personnel
 - h. Other users as designated by MDH
- B. The TO Contractor shall provide onsite trainings at locations in Maryland selected by the Department, which could be at the TO Contractor's training facility, MDH or other location determined by the State.
- C. The TO Contractor shall provide qualified trainers with expert level experience using the Contractor-provided solution.
- D. The TO Contractor shall update training materials and system manuals as significant changes to the LTSS System are released.
- E. The TO Contractor shall provide current electronic copies of all training materials in both MS Word and PDF formats, able to be reproduced for future training. MDH reserves the right to reproduce all documents produced by TO Contractor at no cost to the State or any other system user.
- F. The TO Contractor shall provide training materials written at a twelfth-grade reading level for the user audience and shall include relevant screenshots or other graphics detailing the system.
- G. The TO Contractor shall provide training and support to the O&M TO Contractor's Help Desk personnel.

2.3.7 Post-Implementation Warranty

- A. The TO Contractor shall warranty all application software for the term of the TO Agreement.
- B. The TO Contractor shall provide warranty services that resolve any problems with program code that does not meet the requirements of this TORFP or the TO Contractor's accepted proposal.
- C. All warranty services shall be provided at no additional cost to the State.

2.3.8 Change Control Process

- A. The TO Contractor shall implement a change control tracking and reporting system that uniquely identifies a change control item with a tracking number, brief description, long description, disposition (e.g. pending,

- approved, deferred, rejected, deployed, etc.), proposed cost, estimate breakdown (i.e. hours and rate by labor category), (1-critical, 2-high, 3-medium, and 4-low), rank (optional), reported by, assigned to, key dates (e.g. identified, submitted to MDH, approved by MDH, deployed, etc.), notes/comments, and other fields as mutually agreed upon by MDH and the TO Contractor.
- B. The TO Contractor shall be the primary user of the change control tracking and reporting system and provide reports for the CCW meetings, to be distributed based upon an agreed upon timeframe for the purpose of reviewing and prioritizing change requests.
 - C. The TO Contractor shall participate in CCW meetings conducted at least once per month or at MDH's request. The CCW shall include the TO Manager, MDH's LTSS Project Manager and representatives from key stakeholder groups, as unilaterally determined by MDH. Other TO Contractor personnel shall be made available, as necessary, to facilitate productive execution of the CCW. If the CCW does not agree on an item's classification as either a change request, clarification of a requirement or a defect, MDH's determination shall be final.
 - D. The TO Contractor shall prepare for the CCW by compiling candidate CCW items that can be submitted by end users, MDH personnel, TO Contractor personnel, or other stakeholders. The list of potential CCW items shall include enough information for the CCW to determine if the TO Contractor is required to formally submit a change request for an item.
 - E. If a change request is required, the TO Contractor shall complete a change request form that includes a tracking number, brief description, long description, disposition of "pending", proposed cost, estimate breakdown, priority as determined by the CCW (1-critical, 2-high, 3-medium, and 4-low), rank (optional), reported by, assigned to, identified and submitted dates, notes/comments, and other fields as mutually agreed upon by MDH and the TO Contractor.
 - F. CCW shall review proposed change requests. If approved, the TO Contractor shall provide target deployment date and provide updates to MDH's Project Manager on all change requests that are in process.
 - G. The TO Contractor shall provide a Change Request Summary that includes the unique tracking number, short description, cost, date submitted, date approved, current status, approved date, deployment date and any relevant notes or comments. The TO Contractor shall provide a summary of the total cost and quantity of all approved/deployed change requests. "No Cost" change requests are also to be reported on by the TO Contractor.
 - H. For all change control items that are deployed, the TO Contractor shall provide a thirty (30) calendar day post-launch warranty period, where the software released is free of defects, prior to including the item in the TO Contractor's monthly invoice. Significant defects addressed during the warranty period reset the warranty period, based on the time they are fixed and deployed.

2.3.9 Source Code

- A. The TO Contractor shall submit to the State the source code and source code documentation for the LTSS software. Release notes shall accompany each release within an agreed upon timeframe and be available to MDH, the O&M TO Contractor, MDH's Technical Oversight Team, and other designated personnel as identified by MDH. Release notes shall list each item in the release package at a sufficient level of detail that describes the system components, features and functions impacted in the release.
- B. The TO Contractor shall submit to the State within twenty (20) business days of implementation, the source code and documentation of all applications under this TORFP. Thereafter, the TO Contractor shall submit to the State any revisions to the source code within twenty (20) business days of the revision's implementation, along with all documentation of the revision.
- C. The TO Contractor shall allow the State to make additional modifications, upgrades, and enhancements to the software, or to purchase or otherwise acquire such modifications, upgrades, and enhancements, as it sees fit, for the purposes of maintaining and operating all the current and new applications developed by the TO Contractor under the terms of the contract.

2.3.10 Environments for Development, Testing and Training

- A. The TO Contractor shall setup and maintain sufficient environments for multiple development threads.
- B. The TO Contractor shall setup and maintain system test environment(s) that include the full functionality of the LTSS System.
- C. The TO Contractor shall demonstrate the production release process, including the release package deployment and data patch/re-indexing processing.
- D. The TO Contractor shall provide the capability to demonstrate their ability to execute data translation for data synchs across the various environments to support seamless release processing that minimizes system downtime.
- E. The TO Contractor shall setup, host and maintain a training environment, including the following capabilities:
 - 1. Login through production SSO
 - 2. PHI and non-PHI data
 - 3. Near-production level for system performance with up to thirty (30) simultaneous users performing normal business-like transactions in the training environment
- F. Compatibility and 508 compliance capability

2.3.11 Ongoing Project Management

- A. **Weekly Status Meeting and Reporting:** The TO Contractor shall schedule a weekly meeting with Core Team, TO Manager, MDH's Project Manager and other personnel identified by the TO Manager and/or MDH's Project Manager. The TO Contractor shall prepare the agenda and weekly stoplight report, which are provided at least one (1) Business Day in advance of the meeting. The meeting is to be conducted in-person, unless alternate plans are agreed upon. The weekly stoplight report shall include:
 - 1. Group by Business Area
 - 2. Work Order Number and Name
 - 3. Start and End Dates
 - 4. % Complete
 - 5. Assigned Project Manager
 - 6. Assigned BA
 - 7. MDH Business Lead
 - 8. Scope, Schedule, Resource (TO Contractor / MDH) Stoplight Status
 - 9. Notes / Comments
- B. **Weekly Defect Meeting and Reporting:** The TO Contractor shall schedule a weekly meeting with Core Team, O&M TO Contractor's Help Desk Lead, TO Manager, MDH's Project Manager and other personnel identified by the TO Manager and/or MDH's Project Manager. Defect report shall be provided at least two (2) Business Days in advance and list known software defects including the following information, at a minimum:
 - 1. Tracking number
 - 2. Mapping to O&M TO Contractor's Help Desk ticket, if applicable
 - 3. Severity
 - 4. Brief description
 - 5. Disposition
 - 6. Dates for identified (e.g. O&M TO Contractor's Help Desk ticket may have earlier date than date opened by TO Contractor), opened by TO Contractor, current disposition and planned resolution date (if known)
 - 7. Source (i.e. escalated by O&M TO Contractor's Help Desk, TO Contractor, etc.)
 - 8. Aging (calendar days from date opened by TO Contractor to date report is generated)
 - 9. Target implementation date

- C. **Monthly Backlog Meeting and Reporting:** The TO Contractor shall schedule a monthly meeting with Core Team, TO Manager, MDH's Project Manager and other personnel identified by the TO Manager and/or MDH's Project Manager. The TO Contractor shall provide a list of candidate software enhancements with tracking number, MDH priority, brief description, disposition, date identified, requesting MDH business area and target implementation date.
- D. **Monthly Progress Report:** The TO Contractor shall submit the Monthly Progress Report within five (5) business days of the subsequent month. The Monthly Progress Reports shall include updates to the following:
 - 1) Deliverables Tracking Matrix
 - 2) Issues / Risks
 - 3) Project Financial
 - 4) Project performance reporting with metrics for schedule, budget, staffing, quality and scope
 - 5) SLA Compliance
 - 6) Release Plan (high-level projected release dates and items)
 - 7) Updated organizational chart and roster; including: first and last name, role, employee or subcontractor designation, work location, start date, email and phone number
 - 8) Resource load chart listing full-time equivalent (FTE) resources staffed by labor category covering all approved change requests and work orders
 - 9) Other items as mutually agreed upon
- E. **Rough Order of Magnitude (ROM):** The TO Contractor shall provide on a quarterly basis ROM financial estimates of initiatives for input into MDH's cost forecasting and budgeting, as well as for planning and prioritizing work items.

2.3.12 Software Releases

Approved work orders initiate software development on the Department's initiatives. The TO Contractor shall execute multiple simultaneous software development work streams throughout the term of the TO Agreement. The following tasks and artifacts shall be provided by the TO Contractor:

- A. **Configurable Items:** The TO Contractor shall provide on a quarterly basis or as otherwise requested by the State all configurable items related to SDLC; including requirements, designs, test cases, acceptance criteria, test results, source code, and other artifacts as mutually agreed.
- B. **Software Deployment Plan and Execution:** The Software Deployment Plan shall be developed and reviewed with the Department and designated vendors to ensure each software deployment is well-coordinated, planned, staffed and accurate. The TO Contractor shall develop a draft of each Software Deployment Plan with identified external dependencies, QA steps, sequence and timing of tasks and placeholder tasks for non-TO Contractor steps. As defined in each Software Deployment Plan, TO Contractor shall execute assigned steps and provide status and updates in real-time during each software deployment.
- C. **Regression Test Plan and Execution:** The TO Contractor shall develop the Regression Test Plan and execute Regression Test in the pre-production environment for each software release. The Regression Test Plan shall include test scripts to fully test each change of the software release, as well as regression test system functionality that could be impacted with the new functionality in the new code. During test execution, TO Contractor shall work closely with the O&M TO Contractor and the Technical Oversight Team. The TO Contractor shall log test results and identify defects when unexpected results are identified during the test execution. Regression Test execution shall conclude prior to the release to production.
- D. **Readiness Checkpoints:** Readiness checkpoints shall be conducted at a mutually agreed on date prior to deployment of large initiatives, with agenda and documentation that address readiness of the technical

- infrastructure, applications, business (e.g. users, MDH support, policy, communications, work-arounds, etc.), Help Desk, and software to be deployed.
- E. **Training Plan:** The Training Plan shall ensure that the schedule accounts for all necessary training needs to successfully implement, operate, and maintain the system. The deliverable includes the schedule, locations, logistics, materials to be developed, roles & responsibilities, communications and promotion of the training, approach for tracking and reporting of those scheduled to attend.
 - F. **Go/No-Go Meetings:** The TO Contractor shall schedule and facilitate the Go/No-Go meeting for each software release, at least one (1) week in advance of the start of the deployment to production.
 - G. **Post-live Checkpoints:** For major releases, TO Contractor shall schedule and facilitate daily post-live checkpoints to ensure the system is operating as designed and issues are identified and assessed for determination of actions required to address them in a timely manner.
 - H. **System Documentation Updates:** The TO Contractor shall develop user manuals and other reference materials, as directed by the TO Manager and/or MDH's Project Manager.
 - I. **Help Desk Training:** The TO Contractor shall provide training and support to the Help Desk. Additionally, the TO Contractor shall collaborate with and support the updates to the knowledge base by the O&M TO Contractor.
 - J. **Release Notes:** The TO Contractor shall describe the functionality of a software release at a high-level and are required for all software deployed (defect fixes, change requests, major releases, etc.) and shall be implemented fully in accordance with required State Agile SDLC Methodology. Release Notes shall include reference to defect and/or change request number, as well as summary of LTSS system components impacted with the release.
 - K. **Technical Documentation:** The TO Contractor shall maintain the following technical artifacts on an ongoing basis, updated for each software release at a minimum:
 - 1. High-level diagram of the LTSS software application and each main component
 - 2. Development infrastructure and tools design
 - 3. Class and sequence diagrams
 - L. **Business Validation Plan and Execution:** The TO Contractor shall develop the Business Validation Plan and execute Business Validation in the production and disaster recovery environments for each software release after it is deployed. The Business Validation Plan shall validate each change of the software release, as much as possible with read-only activity, unless a mutually agreed upon write transaction approach is available. During execution, TO Contractor shall log results and identify defects when unexpected results are identified.

2.3.13 Required Project Policies, Guidelines and Methodologies

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

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

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

- D. The State of Maryland Information Technology Project Oversight at: www.DoIT.maryland.gov - keyword: IT Project Oversight;
- E. The TO Contractor shall meet the Capability Maturity Model Integrated (CMMI) Level 3 or higher for software development artifacts;
- F. Follow the preparation guidelines in the Medicaid Enterprise Certification Toolkit (MECT) (also referred to as the Toolkit), or its successor (link to MECT: <https://www.medicaid.gov/medicaid/data-and-systems/mect/index.html>).
- G. 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
- H. TO Contractor Personnel shall follow a consistent methodology for all Task Order activities.

2.4 Deliverables

2.4.1 Deliverable Submission

- I. For every deliverable, 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.
- J. For every deliverable, the TO Contractor shall submit to the TO Manager, by e-mail, a deliverable acceptance form.
- K. 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 (1) hard copy of a written deliverable.
- L. A standard deliverable review cycle will be elaborated and agreed-upon between the State and the TO Contractor. This review process is entered into when the TO Contractor completes a deliverable.
- M. For any written deliverable, the TO Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in **Section 2.4.3 Minimum Deliverable Quality**. Drafts of each final deliverable, except status reports, are required at least two (2) weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in **Section 2.4.3 Minimum Deliverable Quality**.

2.4.2 Deliverable Acceptance

- A. A final deliverable shall satisfy the scope and requirements of this TORFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in **Section 2.4.4 Deliverable Descriptions/Acceptance Criteria**.
- B. The TO Manager shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The TO Manager is responsible for coordinating comments and input from various team members and stakeholders. The TO Manager is responsible for providing clear guidance and direction to the TO Contractor in the event of divergent feedback from various team members.
- C. The TO Manager will issue to the TO Contractor a notice of acceptance or rejection of the deliverable. Following the return of the deliverable acceptance form indicating "Accepted" and signed by the TO Manager, the TO Contractor shall submit a proper invoice in accordance with the procedures in **Section 3.3**.
- D. 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 period for correction.

- E. 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.

2.4.3 Minimum Deliverable Quality

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

Each deliverable shall meet the following minimum acceptance criteria:

- A. Be presented in a format appropriate for the subject matter and depth of discussion.
- B. Be organized in a manner that presents a logical flow of the deliverable’s content.
- C. Represent factual information reasonably expected to have been known at the time of submittal.
- D. In each section of the deliverable, include only information relevant to that section of the deliverable.
- E. Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
- F. Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
- G. Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.
- 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.

2.4.4 Deliverable Descriptions/Acceptance Criteria

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

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.4.4.1	Kick Off Meeting with Agenda and TO Contractor’s Contact List	Format: Microsoft Word Agreed upon agenda and presentation materials in Microsoft Office formats for kick-off meeting. The kick-off meeting materials shall cover: <ul style="list-style-type: none"> • Introduction of personnel from the TO Contractor team and MDH • Review of work plan • Discussion of assumptions, risks and issues • Logistics for communications • Additional topics as determined necessary 	Within five (5) Business Days of Notice to Proceed (NTP)

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.4.4.2	Project Management Plan (including Risk Management Plan and Issue Identification and Resolution Plan & Integrated Project Work Plan)	Format: Microsoft Word (PMP); Microsoft Project (Integrated Project Work Plan) Refer to Section 2.3.5.	Initial Delivery: NTP+ Ten (10) Business Days Updates: Integrated Project Work Plan shall be updated Monthly by the 5 th Business Day of the subsequent month and PMP shall be updated annually by the 15 th Business Day of the subsequent year
2.4.4.3	Beginning of Contract Transition Plan	Format: Microsoft Word Includes a planned approach for transitioning all contract activities within the specified one hundred twenty (120) calendar day timeframe. The plan shall include the TO Contractor's: <ol style="list-style-type: none"> 1. Proposed approach 2. Tasks, subtasks and schedule for activities 3. Organizational Governance Chart 4. Project Team Organization Chart 5. Contract list of all key personnel and executives involved in the project 6. A high-level timeline that encompasses all major project-related activities 7. Identification of any potential risks or issues to timely implementation and proposed mitigations 8. A detailed description of a process for review, revision, approval of all deliverables and project artifacts to be approved by MDH 	Within ten (10) Business Days of NTP
2.4.4.4	Code Merge Plan	Format: Microsoft Word TO Contractor shall develop a Code Merge Plan that includes the processes, tasks and coordination for merging code with another software development vendor. The Code Merge Plan shall address the forward and backward code merge processes. The forward process	Within twenty (20) Business Days of NTP

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
		involves the TO Contractor’s code being integrated with the other software development vendor’s code. The backward process involves the other software development vendor’s code integrated with the TO Contractor’s code.	
2.4.4.5	Technical Architecture Schematic and Operations Plan	<p>Format: Microsoft Word; Visio (diagrams and schematics)</p> <p>The O&M TO Contractor provides the pre-production, production and disaster recovery environments. The TO Contractor shall have technical infrastructure that is networked with the O&M TO Contractor’s infrastructure. To support networking and integration, the TO Contractor shall provide a technical architecture (hardware, software, net gear, etc.) schematic of its technical infrastructure, roles and responsibilities of staff, methods and procedures for maintenance and operations of TO Contractor’s technical infrastructure, and communications protocols.</p> <p>The TO Contractor’s Technical Architecture Schematic shall provide a design document describing the development, testing and training environments and the TO Contractor’s development and configuration management tools and processes.</p>	Within twenty (20) business days of NTP and updated annually
2.4.4.6	Documentation Repository	Offeror shall provide at no additional costs a secure on-line, web-based repository for LTSS Project artifacts. The repository shall be accessible by MDH staff, LTSS project vendors as determined by MDH and others as determined by MDH. The repository shall be organized and kept up-to-date by the TO Contractor.	Within twenty (20) Business Days of NTP
2.4.4.7	Continuity of Operations Plan (COOP)	<p>Format: Microsoft Word</p> <p>The COOP shall describe the TO Contractor’s protocols, including communications with MDH, for interruptions in normal business</p>	Within twenty (20) Business Days of NTP and updated annually

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
		operations. The COOP shall explain how the TO Contractor will mitigate downtime and ensure protocols are in place for the continuity of operations for the software development for the LTSS.	
2.4.4.8	Transition-in Completion Checklist	Format: Microsoft Word, Excel or another pre-approved format Includes checklist of Transition-in deliverables and tasks completed, including: 1. 2.4.4.1 Transition-in Deliverables 2. 3.1 Task Order Initiation Requirements	Within 120 calendar days from NTP

2.5 Optional Features, Future Work

MDH anticipates multiple major software releases during the term of this contract, delivered through the Work Order Process. In addition to the list of potential enhancements provided in the following table, it may be necessary to evaluate and possibly implement additional modifications of the system to support business operations and/or comply with State or Federal requirements.

ID	Subject Area	Description
2.5.1	TECHNICAL PLATFORM ENHANCEMENTS	
2.5.1.1	Database Platform	Support and/or lead project life cycle and maintenance for performance and reliability improvements.
2.5.1.2	Batch Architecture	Support project life cycle and maintenance for performance and re-structuring of batch jobs to support cross-system data exchanges and/or automatic system processes.
2.5.1.3	Mobile Application Platforming	Support and/or lead project life cycle for designing and implementing system modules onto mobile application platform.
2.5.2	DATA EXCHANGE ENHANCEMENTS & EXPANSION	
2.5.2.1	Medicaid Management Information System (MMIS)	Support and/or lead project life cycle and maintenance for interfacing with Maryland MMIS including the planning and implementation of interfaces of future modules developed in relation to MMIS.
2.5.2.2	MD THINK Integration	To support the State's goals of greater interoperability amongst State Systems, the solution provided by the Offeror shall have the ability to communicate via Restful APIs. The Department is working on future integration with MD THINK, Maryland's shared health and human services platform. MD THINK integration will not be required for implementation of the Offeror's solution. However, as Maryland moves toward modularity the Contractor will be

ID	Subject Area	Description
		<p>required to transition to Restful API's for exchange of interface data at no additional cost to the Department.</p> <ol style="list-style-type: none"> 1. Data Governance Process - the proposed solution approach should include the data governance framework covering the below activities: 2. Data Quality - The proposed solution should comply with the state and federal data regulations/policies and other data requirements that effectively support the operations of corresponding lines of business, with high quality of data, e.g. completeness, accuracy, consistency, timeliness and conformity, etc. 3. Data Integration - The proposed solution should provide features that support data integration and data exchange via (RESTful) APIs and third-party data integration solutions, <p>Data Security - The proposed solution should effectively protect the data, including PII and/or PHI data if applicable, in-transit and at-rest; and it should provide logging and auditing features that allow to reconstruct the sequence of events that occurred at the time of security breach with information such as who, when, where, what and how, etc.</p>
2.5.2.3	Eligibility and Enrollment Systems (DHS MDThink)	Support and/or lead project life cycle and maintenance for web-service interface(s) that meets needs of both the Maryland Department of Health and Maryland Department of Human Services to incorporate eligibility, enrollment, case management, and other information as deemed necessary by the State of Maryland.
2.5.2.4	Maryland Department of Health Office of Health Care Quality: Minimum Data Set (MDS)	Maintain and update an interface that meets needs of the Maryland Department of Health that incorporates Minimum Data Set (MDS) data from nursing facility providers.
2.5.2.5	Maryland Department of Aging	Support and/or lead project life cycle and maintenance for web-service interface(s) that meets needs of both the Maryland Department of Health and Maryland Department of Aging related to case management and participant information.
2.5.2.6	Health Information Exchange (HIE)	Support and/or lead project life cycle and maintenance for a web-service interface with HIEs such as Chesapeake Regional Information System for our Patients (CRISP) that meets needs of both the Maryland Department of Health and Maryland Department of Human Services.
2.5.2.7	Maryland Department of Health	Support and/or lead project life cycle and maintenance for interfaces with program used throughout various offices within the Maryland Department of Health including, but not limited to, the Office of Health Care Quality and Maryland Health Care Commission.
2.5.2.8	Maryland State Department of Education (MSDE)	Support and/or lead project life cycle and maintenance for interfaces with the Maryland State Department of Education to meet the needs of the Maryland Department of Health.

ID	Subject Area	Description
2.5.2.9	Medicaid Provider Interface	Support and/or lead project life cycle and maintenance/improvements for interfaces with MDH Medicaid providers including billing data upload.
2.5.2.10	University of Maryland, Baltimore County: The Hilltop Institute	Support and/or lead project life cycle and maintenance/improvements for interfaces with The Hilltop Institute.
2.5.3	REPORTING, DATA & INFORMATICS ENHANCEMENTS	
2.5.3.1	Decision Support System	Support and/or lead project life cycle and maintenance for the development of, or contribution of data to, a Decision Support System that will enable the Maryland Department of Health to analyze trends and compare data across modules and systems.
2.5.3.2	Data Warehouse	Support and/or lead project life cycle and maintenance of a data warehouse or participate in development and maintenance of an interface with another data warehouse.
2.5.3.3	Ad Hoc Reporting Tool	Support and/or lead project life cycle and maintenance/improvements for an ad hoc reporting tool utilized by State of Maryland staff to query database information on an as-needed basis.
2.5.3.4	Service Quality Metrics	Support and/or lead project life cycle and maintenance for system tracking and reporting of service provision quality metrics.
2.5.4	ELECTRONIC VISIT VERIFICATION (EVV) – ADVANCED TECHNICAL SOLUTION & EXPANSION	
2.5.4.1	In-Home Services	Support and/or lead project life cycle and maintenance for an EVV solution ensuring face-to-face contact and quality of service is provided for services specific to services provided in a person's home. Service examples may include, but are not limited to, personal care, nursing, and case management. EVV examples may include, but are not limited to, biometrics, phone/text-based confirmation, GPS or mobile-application-based solutions.
2.5.4.2	Site-based Services	Support and/or lead project life cycle and maintenance for an EVV solution ensuring face-to-face contact and quality of service is provided for services specific to services provided in at a provider's site and/or office. Service examples may include, but are not limited to, medical day cares, senior centers. EVV examples may include, but are not limited to, biometrics, phone/text-based confirmation, GPS or mobile-application-based solutions.
2.5.4.3	Residential Services	Support and/or lead project life cycle and maintenance for an EVV solution ensuring face-to-face contact and quality of service is provided for services specific to services provided at site owned and/or operated by a provider in which the participant resides. Service examples may include, but are not limited to, assisted living facilities, group homes, and residential treatment centers. EVV examples may include, but are not limited to, biometrics, phone/text-based confirmation, GPS or mobile-application-based solutions.

ID	Subject Area	Description
2.5.4.4	Hardware and Technology	Support and/or lead project delivery and maintenance for equipment and technology solutions required to support EVV implementation, including but not limited to, tablets, biometric equipment, or other required devices.
2.5.4.5	Cloud-based Technologies	Conduct analysis, planning, requirements gathering, design, construction, testing and implementation to move the LTSS application to a cloud-based platform.
2.5.4.6	Re-platform and code remediation to replace from RavenDB	Conduct analysis, planning, requirements gathering, design, construction, testing and implementation to re-platform LTSS from RavenDB to a Department-chosen database management system, such as Microsoft SQL Server or an alternative.
2.5.5	USER TRAINING & USER EXPERIENCE ENHANCEMENT	
2.5.5.1	Training Site	Support and/or lead project life cycle and maintenance/improvements for a training site for all users of the LTSS Maryland system, including participants, providers and State staff.
2.5.5.2	Manuals and Trainings	Support and/or lead project life cycle and maintenance of manuals, training tools and trainings related to existing and future implementations within LTSS Maryland or with systems or programs-related to LTSS Maryland.
2.5.6	ENHANCEMENTS & EXPANSION TO LTSS SYSTEM FUNCTIONALITY & INFRASTRUCTURE TO SUPPORT MDH'S BUSINESS	
2.5.6.1	Home Health Program(s)	Support and/or lead project life cycle and maintenance for home health programs providing in-home care, specifically nursing. This includes, but is not limited to, the automation of workflows/ forms/ results algorithms, implementation and integration of an EVV solution, submission of claims and other activities related to monitoring and reporting.
2.5.6.2	Utilization Review	Support and/or lead project life cycle and maintenance for utilization review as it pertains to long term care services and other related services.
2.5.6.3	Home and Community-Based Waiver and Medicaid Programs	Support and/or lead project life cycle and maintenance for the Autism Waiver, Model Waiver for Medically Fragile Children, and other programs as developed throughout the course of the contract. Projects will support functionality for billing, case management, and other program needs as identified by the Department.
2.5.6.4	Quality Surveys and Reporting	Support and/or lead project life cycle and maintenance for surveys and reporting related to quality of life, care and service provision with the opportunity to integrate reporting with provider payments related to performance.
2.5.6.5	Appeals	Support and/or lead project life cycle and maintenance for the automation of Medicaid's appeals tracking system.
2.5.6.6	Service-based modules and functionality	Support and/or lead project life cycle and maintenance for various services provided by Medicaid programs and their authorization and processing workflows. Examples include, but are not limited to, consumer training, assisted living

ID	Subject Area	Description
		facility services, equipment, supplies, and assistive technology.
2.5.6.7	Critical Event and/or Incident Reporting	Support and/or lead project life cycle and maintenance for the automation of a critical event submission, tracking and reporting system to ensure life events related to Medicaid participants are reported and monitored.
2.5.6.8	Compliance	Support and/or lead project life cycle and maintenance for system reporting of compliance-related concerns related to billing, invoicing, reporting, and any fraudulent, or potentially fraudulent, activity.
2.5.6.9	Client Portal Access	Support and/or lead project life cycle and maintenance for LTSS client portal functionality to include LTSS data access, direct messaging capabilities, and other functionality as needed to improve user experience.
2.5.6.10	User Experience Standardization	Support and/or lead project life cycle and maintenance for improvement and standardization of LTSS user experience. To include tracking, reporting, and implementation of standardized system functionality.

2.5.1 Change Orders

- A. If the TO Contractor is required to perform work beyond the scope of this TORFP, or there is a work reduction due to unforeseen scope changes, a TO Change Order is required. The TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor’s proposed rates in the Master Contract and scope of the work change.
- B. No scope of work changes shall be performed until a change order is approved by DoIT and the Board of Public Works, as applicable, and executed by the TO Procurement Officer.

2.6 Service Level Agreement (SLA)

2.6.1 Definitions

- A. A “Problem” is defined as any situation or issue reported via a help desk ticket or by the Department that is related to the system operation that is not an enhancement request.
- B. “Problem resolution time” is defined as the period of time from when the help desk ticket is opened to when it is resolved.
- C. Monthly Charges: for purposes of SLA credit calculation, Monthly Charges are defined as the charges invoiced during the month of the breach for the monthly fixed services as set forth in **Attachment B – TO Financial Proposal Form**.

2.6.2 SLA Requirements

- 2.6.2.1 The State, in conjunction with the selected Offeror, intends to establish Service Level Agreements (SLAs) for software development and business process support for the LTSS system.
- 2.6.2.2 It is important that the Offeror and the State enter into a contractual relationship that succinctly defines SLA agreements and commitments. It is the intent of this section to define the minimum SLA criteria that is required by the State. The Offeror shall detail in their Proposal its understanding of and compliance with the minimum SLA criteria, including how the Offeror will comply. The Offeror shall consider carefully the resources that will be required to meet these SLAs.

- 2.6.2.3 Monthly status reports will be used to verify and analyze Offeror conformance with the defined SLAs. The State shall have access to all reports purpose of SLA verification.
- 2.6.2.4 The Offeror’s Proposal shall describe how the Offeror will measure and report on each performance category below, on a monthly basis. Proposed measurement and reporting tools must be described, as well as how the State will receive the reports – e.g. via on-line access, Microsoft Office formatted document(s), or other means.
- 2.6.2.5 **Transition-in Time:** TO Contractor shall complete Transition-in deliverables and tasks within 120 calendar days from NTP.
- 2.6.2.6 **Core Team Staffing:** Each Core Team role shall be staffed by either the primary or backup Core Team member on a full-time equivalent basis during normal business hours.
- 2.6.2.7 **Corrective Action Plan (CAP) Compliance:** For failure to timely submit the MDH-approved CAP response by the due date provided by MDH at the time the CAP is issued. For failure to successfully carry out an MDH-approved CAP within the time frames outlined in the CAP.
- 2.6.2.8 **Timely Submission of Deliverables, including Software Releases:** The TO Contractor shall submit deliverables that are substantially correct, accurate and complete, in a manner that reflects MDH’s desired content by the due date of the deliverable in the approved Project Work Plan.

2.6.1 **Issue Response and Resolution Time:**

Service Levels	Metric	Response Availability	Description
Urgent Issues	Phone call to MDH’s LTSS Project Manager and/or TO Manager within 15 minutes of discovery	7 days/week, 24 hrs. a day	Some critical defects that impact critical business functions (e.g. claims payment), system outages, data leakage that exposes sensitive data (e.g. HIPAA, PHI), and some missed deadlines (e.g. aborting a release during deployment).
High Priority Issues	Phone call to MDH’s LTSS Project Manager and/or TO Manager within 1 hour of discovery	7 days/week, 24 hrs. a day	Some critical defects that impact key business functions. System instability or slow performance. Some missed deadlines (e.g. delay to a release)
Normal Issues	Non-applicable; however, should be addressed in weekly project management meetings.	Normal MDH Business Hours	Non-critical defects.

2.6.2 **Defect Investigation and Resolution Time:**

Service Levels	Metric	Response Availability	Comments
1-Critical Defects	100% of 1-Critical defects shall be assigned for investigation and an initial impact assessment completed with possible resolution identified within four (4)	7 days/week, 24 hrs. a day	1-Critical defects impact critical business functions (e.g. claims payment), system outages, data leakage that exposes sensitive data (e.g. HIPAA, PHI), and some missed deadlines (e.g. aborting a release during deployment).

Service Levels	Metric	Response Availability	Comments
	hours and an initial impact assessment within one (1) Business Day.		
2-High Defects	100% of 2-High defects shall be assigned for investigation within one (1) Business Day and an initial impact assessment within five (5) Business Days.	7 days/week, 24 hrs. a day	2-High defects impact key business functions and/or system performance.
3-Medium Defects	90% of 3-Medium defects shall be included in the weekly defects meeting and assigned for investigation within ten (10) Business Days.	Normal MDH Business Hours	3-Medium defects impact business functions and/or system performance but have an available work around.
4-Low Defects	90% of 4-Low defects shall be included in the weekly defects meeting and assigned for investigation within thirty (30) Business Days.	Normal MDH Business Hours	4-Low defects have little to no impact to business and/or system performance.

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3 TO Contractor Requirements: General

3.1 Task Order Initiation Requirements

- A. TO Contractor shall complete the Transition-in Period within one hundred twenty (120) Calendar Days from NTP Date.
- B. TO Contractor shall schedule and hold a kickoff meeting at MDH's offices or TO Contractor location, as mutually agreed upon, within five (5) Business Days of NTP Date. At the kickoff, the TO Contractor shall furnish the following:
 - 1) Agenda
 - 2) Fully staffed key positions and a Roster with contact information
 - 3) An updated Project Schedule describing the activities for the TO Contractor, the State, and any third parties for fully transitioning to the Contractor's Solution
 - 4) List of transition-in items requested by the TO Contractor
- C. TO Contractor shall complete and obtain MDH approval on all Transition-in Deliverables.
- D. TO Contractor shall establish a physical office.
- E. TO Contractor shall obtain and implement all infrastructure, hardware, software and other technical assets necessary to provide the required development, testing, training and connectivity for providing the services required to fulfil the scope of work.
- F. TO Contractor shall establish connectivity with the O&M TO Contractor for:
 - 1) Migration of code and data
 - 2) Help Desk ticket transfer (current O&M TO Contractor's Help Desk tool is ServiceNow)
 - 3) Single Sign On (SSO) for the training environment access
- G. TO Contractor shall obtain and implement a source code Configuration Control Repository and use a configuration control mechanism for all code, release notes, and other configurable items.

3.2 End of Task Order Transition

- 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 sixty (60) 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 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:

- A. The TO Contractor shall provide a draft Transition-Out Plan 120 Business Days in advance of Task Order end date.
- B. 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 Department and the TO Manager;
 - 3) Security and system access review and closeout;
 - 4) Any hardware/software inventory or licensing including transfer of any point of contact for required software licenses to the Department or a designee;
 - 5) Any final training/orientation of Department staff;
 - 6) Connectivity services provided, activities and approximate timelines required for Transition-Out;
 - 7) Knowledge transfer, to include:
 - a) A working knowledge of the current system environments as well as the general business practices of the Department;
 - b) Review with the Department the procedures and practices that support the business process and current system environments;
 - c) 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;
 - d) Documentation that lists and describes all hardware and software tools utilized in the performance of this Task Order;
 - e) A working knowledge of various utilities and corollary software products used in support and operation of the Solution;
 - 8) Plans to complete tasks and any unfinished work items (including open change requests, and known bug/issues); and
 - 9) 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.
- C. 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.
- D. The TO Contractor shall provide copies of any current daily and weekly back-ups to the Department or a third party as directed by the TO Manager as of the final date of transition, but no later than the final date of the Task Order.
- E. Access to any data or configurations of the furnished product and/or services shall be available after the expiration of the Task Order as described in **Section 3.2.5**.

3.2.5 Return and Maintenance of State Data

- A. 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 ninety (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.

- B. 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.
- C. 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

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

3.3.2 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 e-mail the original of each invoice and signed authorization to invoice to the TO Manager and MDH’s LTSS Project Manager.
- C. All invoices for services shall be verified by the TO Contractor as accurate at the time of submission.
- D. Invoices submitted without the required information cannot be processed for payment. A Proper Invoice, required as Payment documentation, must include the following information, without error:
 - 1) TO Contractor name and address;
 - 2) Remittance address;
 - 3) Federal taxpayer identification (FEIN) number, social security number, as appropriate;
 - 4) Invoice period (i.e. time period during which services covered by invoice were performed);
 - 5) Invoice date;
 - 6) Invoice number;
 - 7) State assigned TO Agreement number;
 - 8) State assigned (Blanket) Purchase Order number(s);
 - 9) Goods or services provided;
 - 10) Amount due; and
 - 11) Any additional documentation required by regulation or the Task Order.

- E. Invoices that contain both fixed price and work order items shall clearly identify the items as either fixed price or work order billing.
- F. The Department reserves the right to reduce or withhold Task Order payment in the event the TO Contractor does not provide the Department with all required deliverables within the time frame specified in the Task Order or otherwise breaches the terms and conditions of the Task Order until such time as the TO Contractor brings itself into full compliance with the Task Order.
- G. Any action on the part of the Department, or dispute of action by the TO Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.
- H. The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The TO Contractor; however, is not exempt from such sales and use taxes and may be liable for the same.
- I. Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

3.3.3 Invoice Submission Schedule

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

- A. For items of work for which there is one-time pricing, see **Attachment B** – TO Financial Proposal Form, those items shall be billed in the month following the acceptance of the work by the Department.
- B. For items of work for which there is annual pricing, see **Attachment B**– TO Financial Proposal Form, those items shall be billed in equal monthly installments for the applicable Task Order year in the month following the performance of the services.
- C. Invoices are due by the 15th of the month following the month in which services were performed.
- D. 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 Deliverable Invoicing

- A. Deliverable invoices shall be accompanied by notice(s) of acceptance issued by the State for all invoices submitted for payment. Payment of invoices will be withheld if a signed DPAF is not submitted (see online example at <http://doit.maryland.gov/contracts/Documents/CATSPPlus/CATS+DPAFSample.pdf>).
- B. Payment for deliverables will only be made upon completion and acceptance of the deliverables as defined in **Section 2.4 and 2.5**.

3.3.5 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.

3.3.6 Travel Reimbursement

Travel will not be reimbursed under this TORFP.

3.3.7 Retainage

This solicitation does not require retainage.

3.4 Liquidated Damages

Liquidated damages are identified in Attachment M.

3.5 Disaster Recovery and Data

The following requirements apply to the TO Agreement:

3.5.1 Redundancy, Data Backup and Disaster Recovery

- A. Unless specified otherwise in the TORFP, TO Contractor shall maintain or cause to be maintained disaster avoidance procedures designed to safeguard State data and other confidential information, TO Contractor's processing capability and the availability of hosted services, in each case throughout the TO Agreement term. Any force majeure provisions of this Task Order do not limit the TO Contractor's obligations under this provision.
- B. The TO Contractor shall have robust contingency and DR plans in place to ensure that the services provided under this TO Agreement will be maintained in the event of disruption to the TO Contractor/subcontractor's operations (including, but not limited to, disruption to information technology systems), however caused.
- C. The contingency and DR plans must be designed to ensure that services under this TO Agreement are restored after a disruption within twenty-four (24) hours from notification and a recovery point objective of one (1) hour or less prior to the outage in order to avoid unacceptable consequences due to the unavailability of services.
- D. The TO Contractor shall test the contingency/DR plans at least twice annually to identify any changes that need to be made to the plan(s) to ensure a minimum interruption of service. Coordination shall be made with the State to ensure limited system downtime when testing is conducted. At least one (1) annual test shall include backup media restoration and failover / fallback operations at the DR location. The TO Contractor shall send TO Manager a notice of completion following completion of DR testing.
- E. Such contingency and DR plans shall be available for the Department to inspect and practically test at any reasonable time, and subject to regular updating, revising, and testing throughout the term of the TO Agreement.

3.5.2 Data Export/Import

- A. The TO Contractor shall, at no additional cost or charge to the State, in an industry standard/non-proprietary format:
 - 1) perform a full or partial import/export of State data within 24 hours of a request; or
 - 2) provide to the State the ability to import/export data at will and provide the State with any access and instructions which are needed for the State to import or export data.

- B. Any import or export shall be in a secure format per the Security Requirements.

3.5.3 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.

- 3.5.4 **Provisions in Sections 3.5.1 – 3.5.3 shall survive expiration or termination of the TO Agreement. Additionally, the TO Contractor shall flow down the provisions of Sections 3.5.1-3.5.3 (or the substance thereof) in all subcontracts.**

3.6 Insurance Requirements

- 3.6.1 Offeror shall confirm that, as of the date of its proposal, the insurance policies incorporated into its Master Contract are still current and effective at the required levels (See Master Contract Section 2.7).
- 3.6.2 The Offeror shall also confirm that any insurance policies intended to satisfy the requirements of this TORFP are issued by a company that is licensed to do business in the State of Maryland.
- 3.6.3 The recommended awardee must provide a certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this **Section 3.6 “Insurance Requirements”** within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts the TO Contractor shall update certificates of insurance annually, or as otherwise directed by the TO Manager.

3.6.4 CYBER SECURITY / DATA BREACH INSURANCE

The Contractor shall possess and maintain throughout the term of the awarded contract 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 a least US \$five million (5,000,000) 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, 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 display his or her company ID badge in a visible location at all times while on State premises. Upon request of authorized State personnel, each such TO Contractor Personnel shall provide additional photo identification.
- B. TO Contractor Personnel shall cooperate with State site requirements, including but not limited to, being prepared to be escorted at all times, and providing information for State badge issuance.
- C. TO Contractor shall remove any TO Contractor Personnel from working on the Task Order where the State determines, in its sole discretion, that said TO Contractor Personnel has not adhered to the Security requirements specified herein.
- D. The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the Task Order.
- E. Unless otherwise specified, the cost of complying with all security requirements specified herein are the sole responsibility and obligation of the TO Contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

3.7.2 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. Within forty-five (45) days after NTP, the TO Contractor shall secure at its own expense the following type of national criminal history record check and provide the TO Manager with completed checks on such Contractor Personnel prior to assignment:
 - 1) A national criminal history record check. This check may be performed by a public or private entity.
- 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 Manager.
- C. TO Contractor shall be responsible for ensuring that TO Contractor Personnel background check certifications are renewed annually, and at the sole expense to the TO Contractor.
- D. Further, TO Contractor Personnel may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Contractor Personnel to be accompanied while on secured premises.
- E. TO Contractor shall complete a criminal background check prior to any individual TO Contractor Personnel being assigned work on the project. TO Contractor shall provide a Criminal Background Check Affidavit (**Appendix 3**) within forty-five (45) days after NTP.

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.
 - 1) TO Contractor Personnel may be subject to random security checks when entering and leaving State secured areas. The State reserves the right to require TO Contractor Personnel to be accompanied while in secured premises.
 - 2) Some State sites, especially those premises of the Department of Public Safety and Correctional Services, require each person entering the premises to document and inventory items (such as tools and equipment) being brought onto the site, and to submit to a physical search of his or her person. Therefore, TO Contractor Personnel shall always have available an inventory list of tools being brought onto a site and be prepared to present the inventory list to the State staff or an officer upon

arrival for review, as well as present the tools or equipment for inspection. Before leaving the site, the TO Contractor Personnel will again present the inventory list and the tools or equipment for inspection. Upon both entering the site and leaving the site, State staff or a correctional or police officer may search TO Contractor Personnel. Depending upon facility rules, specific tools or personal items may be prohibited from being brought into the facility.

- B. Any TO Contractor Personnel who enters the premises of a facility under the jurisdiction of the Department may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the Department.
- C. Further, TO Contractor Personnel shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the agency that controls the facility to which the TO Contractor Personnel seeks access. The failure of any of the TO Contractor Personnel to comply with any provision of the TO Agreement is sufficient grounds for the State to immediately terminate the TO Agreement for default.

3.7.4 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 – 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):
 - 1) 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**.
 - 2) 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.

- 3) Ensure that State data is not comingled with non-State data through the proper application of compartmentalization security measures.
- 4) 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.
- 5) 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>
- 6) 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.
- 7) 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 Department 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.
- 8) Ensure system and network environments are separated by properly configured and updated firewalls.
- 9) Restrict network connections between trusted and untrusted networks by physically and/or logically isolating systems from unsolicited and unauthenticated network traffic.
- 10) By default, "deny all" and only allow access by exception.
- 11) 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.
- 12) 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 Department 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.
- 13) 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.

- 14) 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.
- 15) 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.
- 16) 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.
- 17) 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 Department 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 Access to Security Logs and Reports

- A. For a SaaS or non-State hosted solution, the TO Contractor shall provide reports to the State in a mutually agreeable format.
- B. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State files related to this Task Order.

3.7.7 Security Plan

- A. The TO Contractor shall protect State data according to a written security policy (“Security Plan”) no less rigorous than that of the State and shall supply a copy of such policy to the State for validation, with any appropriate updates, on an annual basis.
- B. The Security Plan shall detail the steps and processes employed by the TO Contractor as well as the features and characteristics which will ensure compliance with the security requirements of the TO Agreement.

3.7.8 Security Incident Response

- A. The TO Contractor shall notify the Department in accordance with **Section 3.7.9A-B** 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 Department within twenty-four (24) hours of the discovery of a Security Incident by providing notice via written or electronic correspondence to the TO Manager, Department chief information officer and Department chief information security officer;

- 2) notify the Department 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 Department within one (1) Business Day after TO Contractor's discovery of unauthorized use or disclosure of State data and thereafter all information the State (or Department) 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 (or Department) and its officials and employees from and against any claims, damages, and actions related to the event requiring notification.

3.7.9 Data Breach Responsibilities

- A. 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.
- B. 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.

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

- 3.7.11 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.
- 3.7.12 **Provisions in Sections 3.7.1 – 3.7.10 shall survive expiration or termination of the TO Agreement. Additionally, the TO Contractor and shall flow down the provisions of Sections 3.7.4-3.7.12 (or the substance thereof) in all subcontracts.**

3.8 SOC 2 Type 2 Audit Report

- 3.8.1 This section applies to the TO Contractor who provides services for identified critical functions, handles Sensitive Data, and/or hosts any related implemented system for the State under the TO Agreement.
- 3.8.2 The TO Contractor shall have an annual audit performed by an independent audit firm of the TO Contractor's handling Sensitive Data and/or the Department's critical functions. Critical functions are identified as all aspects and functionality of the System including any add-on modules and shall address all areas relating to Information Technology security and operational processes. These services provided by the TO Contractor that shall be covered by the audit will collectively be referred to as the "Information Functions and/or Processes." Such audits shall be performed in accordance with audit guidance: Reporting on Controls at a Service Organization Relevant to Security, Availability, Confidentiality, or Privacy (SOC 2) as published by the American Institute of Certified Public Accountants (AICPA) and as updated from time to time, or according to the most current audit guidance promulgated by the AICPA or similarly-recognized professional organization, as agreed to by the Department, to assess the security of outsourced client functions or data (collectively, the "Guidance") as follows:
 - A. The type of audit to be performed in accordance with the Guidance is a SOC 2 Type 2 Audit (referred to as the "SOC 2 Audit" or "SOC 2 Report"). The initial SOC 2 audit shall be scheduled and completed within a timeframe to be specified by the State and submitted to the TO Manager. All subsequent SOC 2 audits that are arranged after this initial audit shall be performed on an annual basis and submitted to the TO Manager by the reoccurring annual date" for the preceding calendar year.
 - B. The SOC 2 Audit shall report on TO Contractor's system(s) and suitability of the design and operating effectiveness of controls over the Information Functions and/or Processes to meet the requirements of the TO Agreement, including the Security Requirements identified in **Section 3.7**, relevant to the following trust principles: Security, Availability, Confidentiality, and Privacy as defined in the aforementioned Guidance.
 - C. The audit scope of each year's SOC 2 Report may need to be adjusted (including the inclusion or omission of the relevant trust services principles of Security, Availability, Confidentiality, and Privacy) to accommodate any changes to the TO Contractor's environment since the last SOC 2 Report. Such changes may include but are not limited to the addition of Information Functions and/or Processes through modifications to the TO Agreement or due to changes in Information Technology or operational infrastructure implemented by the TO Contractor. The TO Contractor shall ensure that the audit scope of each year's SOC 2 Report engagement shall accommodate these changes by including in the SOC 2 Report all appropriate controls related to the current environment supporting the Information Functions and/or Processes, including those controls required by the TO Agreement.
 - D. The scope of the SOC 2 Report shall include work performed by any relevant subcontractors that provide essential support to the TO Contractor and/or essential support to the Information Functions and/or Processes provided to the Department under the TO Agreement. The TO Contractor shall ensure the audit includes all such subcontractor(s) operating in the performance of the TO Agreement.
 - E. All SOC 2 Audits, including those of the TO Contractor, shall be performed at no additional expense to the Department.
 - F. The TO Contractor shall promptly provide a complete copy of the final SOC 2 Report(s) to the TO Manager upon completion of each annual SOC 2 Audit engagement.

- G. The TO Contractor shall provide to the TO Manager, within 30 calendar days of the issuance of each SOC 2 Report, a documented corrective action plan which addresses each audit finding or exception contained in a SOC 2 Report. The corrective action plan shall identify in detail the remedial action to be taken by the TO Contractor along with the date(s) when each remedial action is to be implemented.
- H. If the TO Contractor currently has an annual information security assessment performed that includes the operations, systems, and repositories of the Information Functions and/or Processes being provided to the Department under the TO Agreement, and if that assessment generally conforms to the content and objective of the Guidance, the Department will determine in consultation with appropriate State government technology and audit authorities whether the TO Contractor's current information security assessments are acceptable in lieu of the SOC 2 Report(s).
- I. If the TO Contractor fails during the TO Agreement term to obtain an annual SOC 2 Report by the date specified in **Section 3.9.2.A**, the Department shall have the right to retain an independent audit firm to perform an audit engagement of a SOC 2 Report of the Information Functions and/or Processes utilized or provided by the TO Contractor and under the Contract. The TO Contractor agrees to allow the independent audit firm to access its facility/ies for purposes of conducting this audit engagement(s) and will provide the necessary support and cooperation to the independent audit firm that is required to perform the audit engagement of the SOC 2 Report. The Department will invoice the TO Contractor for the expense of the SOC 2 Report(s) or deduct the cost from future payments to the TO Contractor.

3.8.3 **Provisions in Sections 3.8.1 – 3.8.2 shall survive expiration or termination of the TO Agreement. Additionally, the TO Contractor shall flow down the provisions of Sections 3.8.1-3.8.2 (or the substance thereof) in all subcontracts.**

3.9 Performance and Personnel

3.9.1 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. **TO Contractor** – The TO Contractor is the CATS+ Master Contractor awarded this Task Order. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- D. **MDH's LTSS Project Manager** – will track and monitor the work being performed through the daily monitoring of activities, coordination with the TO Contractor Manager and MDH personnel, and be the daily point-of-contact with the TO Contractor Manager and TO Contractor Personnel to ensure task are progressing, issues and risks are managed, and goals and objectives are met.
- E. **TO Contractor Manager** – The TO Contractor Manager will serve as primary point of contact with the TO Manager and MDH's LTSS Project 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.

3.9.2 **Offeror Experience**

The following experience is expected and will be evaluated as part of the TO Technical Proposal (see the Offeror experience, capability and references evaluation factor from **Section 6.2**). Only those Master Contractors that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation. The Master Contractor's proposal and references will be used to verify minimum qualifications. The Master Contractor's proposal shall demonstrate meeting the following preferred requirements:

Preferred Qualifications for Core Team Resources	
Position Title / CATS Plus Labor Category	Preferred Experience
TO Contractor Manager / Project Manager (CATS Plus 2.10.95)	<ul style="list-style-type: none"> At least two (2) years of experience in Agile software engineering; and, At least three (3) years of experience developing systems with similar software applications and IT infrastructure as the LTSS system; and, Within the last five (5) years, has experience planning, implementing, and project managing software applications and hardware solutions from conception to implementation; and, At least three (3) years of experience in a management role in the healthcare industry.
Business Analyst Lead / Analyst, Systems (Senior) (CATS Plus 2.10.9)	<ul style="list-style-type: none"> Five (5) years of experience with current and emerging IT products, services, processes, and methodologies, along with a continuing understanding of the business function and process; and, Five (5) years of experience with requirements elicitation and definition, requirements planning and management, gap analysis, requirement documentation, requirement verification and validation, conducting feasibility studies, preparing business cases, solution assessment and validation; and, Three (3) years of experience conducting requirements gathering sessions to develop Use Case deliverables, requirements traceability matrices (RTM) and developing design documents. Two (2) years of experience with care management systems or other relevant healthcare solutions.
Development Lead / Applications Development Expert (CATS Plus 2.10.12)	<ul style="list-style-type: none"> Five (5) years of experience in Agile software engineering; and, Five (5) years of experience in requirement analysis, forming technical design documents, developing software, unit testing, system testing, and the creation of implementation plans for complex projects. Two (2) years of experience with applications lifecycle management tool; and, Two (2) years of experience with care management systems or other relevant healthcare solutions; and, Two (2) years of experience with development and implementation of EDI HIPAA X12 transactions.

Preferred Qualifications for Core Team Resources	
Position Title / CATS Plus Labor Category	Preferred Experience
Quality Assurance (QA) Lead / Quality Assurance Manager (CATS Plus 2.10.97)	<ul style="list-style-type: none"> • At least two (2) successful projects managing the testing of large-scale software development solutions (provide references and contact information); and, • Two (2) years of experience in testing management; and, • Five (5) years of experience working with quality control methods and tools. • Two (2) years of experience with application to software quality assessment; and, • Two (2) years of experience with applications lifecycle management tool; and, • One (1) years of experience with care management systems or other relevant healthcare solutions.

3.9.3 Number of Personnel to Propose

As part of the TO Proposal evaluation, Offerors shall propose exactly four (4) personnel who are expected to be available as of the start date specified in the Notice to Proceed (NTP Date). Offerors shall describe in a Staffing Plan how additional resources shall be acquired to meet the needs of the Department. Offerors may generally describe planned positions in a Staffing Plan. Such planned positions may not be used as evidence of fulfilling personnel minimum qualifications.

3.9.4 Key Personnel Identified

- A. For the Task Order, the following positions to be identified in the TO Technical Proposal will be considered Key Personnel and shall be required to meet the qualifications stated in **Section 1.2**.
 - 1) TO Contract Manager
 - 2) BA Lead
 - 3) Development Lead
 - 4) QA Lead

3.9.5 Labor Categories

- A. The Labor Categories are identified with their corresponding CATS Plus reference below. To be responsive to this TORFP, Offerors must be capable of providing and meeting the minimum qualifications for all the labor categories listed. Offerors shall submit **Attachment B** – TO Financial Proposal Form that provides labor rates for all labor categories for all Task Order years (initial term and any option periods). Actual resumes shall be provided only for Key Personnel as described in **Section 3.9.5**. Resumes for resources provided later shall be coordinated by the TO Manager per the TO Technical Proposal and, if requested in a Work Order, shall be governed by the Work Order process.
 - 1) Core Team (REQUIRED) – Labor categories for the four required Core Team members are as follows (Role/CATS Plus labor category):
 - a) TO Contract Manager/Project Manager (CATS Plus 2.10.95)
 - b) BA Lead/Analyst, Systems (Senior) (CATS Plus 2.10.9)
 - c) Development Lead/Applications Development Expert (CATS Plus 2.10.12)

- d) QA Lead/Quality Assurance Manager (CATS Plus 2.10.97)
- 2) Optional Resources (OPTIONAL) – The TO Contractor shall provide personnel in addition to the Core Team through the work order process. There is no guarantee that the Department will accept the TO Contractor’s proposal for Optional Services via a work order. **Attachment B** – TO Financial Proposal Form includes projected hours by each of the following labor categories (Role/CATS Plus labor category):

ID	Role	CATS Plus Labor Category	In addition to the CATS+ Labor Category Minimum Qualifications, experience in the following Preferred
3.9.5.1	Project Manager	Project Manager (CATS Plus 2.10.95)	Demonstrated knowledge of PMI’s PMBoK project management framework, CMMI Level 3 software development processes and artifacts, and agile software development methods. Prior project management experience leading software development team(s) on similar initiatives to the LTSS project’s size and complexity.
3.9.5.2	Business Analyst (Senior)	Analyst, Computer Systems (Senior) (CATS Plus 2.10.5)	Demonstrated knowledge of CMMI Level 3 software development processes and artifacts and agile software development methods. Prior experience leading initiatives in eliciting, documenting and validating requirements on similar initiatives to the LTSS project’s size and complexity.
3.9.5.3	Business Analyst (Junior)	Analyst, Computer Systems (Junior) (CATS Plus 2.10.4)	Demonstrated knowledge of CMMI Level 3 software development processes and artifacts and agile software development methods. Prior experience eliciting, documenting and validating requirements on similar initiatives to the LTSS project’s size and complexity.
3.9.5.4	Technical Writer	Technical Writer/Editor (CATS Plus 2.10.114)	Demonstrated knowledge of CMMI Level 3 software development processes and artifacts and agile software development methods. Prior experience developing technical documentation, system user manuals and application specifications on similar initiatives to the LTSS project’s size and complexity.
3.9.5.5	Development Lead	Applications Developer, Advanced Technology (Senior) (CATS Plus 2.10.11)	Demonstrated knowledge of CMMI Level 3 software development processes and artifacts and agile software development methods. Prior experience leading software development team(s) on similar initiatives to the LTSS project’s size and complexity.

ID	Role	CATS Plus Labor Category	In addition to the CATS+ Labor Category Minimum Qualifications, experience in the following Preferred
3.9.5.6	Application Developer	Applications Developer, Advanced Technology (CATS Plus 2.10.10)	<p>Demonstrated knowledge of CMMI Level 3 software development processes and artifacts and agile software development methods.</p> <p>Prior experience developing software on similar initiatives to the LTSS project's size and complexity.</p>
3.9.5.7	Software Architect	Architect, Internet/Web (CATS Plus 2.10.17)	<p>Demonstrated knowledge of CMMI Level 3 software development processes and artifacts and agile software development methods.</p> <p>Prior experience developing software solutions using proven industry software architecture practices on similar initiatives to the LTSS project's size and complexity.</p>
3.9.5.8	Medicaid Subject Matter Expert	Subject Matter Expert (Senior) (CATS Plus 2.10.103)	<p>Demonstrated knowledge of one or more of the following: State of Maryland Government IT Projects, Claims Systems, Care Management, Medicaid Waiver Programs, and/or Electronic Visit Verification (EVV).</p>
3.9.5.9	Help Desk Specialist	Help Desk Specialist (Junior) (CATS Plus 2.10.75)	<p>Demonstrated knowledge of Help Desk operations, tools and processes.</p> <p>Prior experience providing end-user support, developing knowledge-base, troubleshooting potential system defects, creating Help Desk incidents and participating in defect analysis and prioritization efforts on similar initiatives to the LTSS project's size and complexity.</p>
3.9.5.10	Configuration Manager	Analyst, Computer Software / Integration (Senior) (CATS Plus 2.10.3)	<p>Demonstrated knowledge of CMMI Level 3 software development processes and artifacts, software release processes, multi-thread development techniques and processes, and agile software development methods.</p> <p>Prior software release experience leading software deployments on similar initiatives to the LTSS project's size and complexity.</p>
3.9.5.11	Testing Specialist	Testing Specialist (CATS Plus 2.10.112)	<p>Demonstrated knowledge of CMMI Level 3 software development processes and artifacts and agile software development methods.</p> <p>Prior experience documenting test plans, test cases, and test results, conducting software testing and building test data on similar initiatives to the LTSS project's size and complexity.</p>

ID	Role	CATS Plus Labor Category	In addition to the CATS+ Labor Category Minimum Qualifications, experience in the following Preferred
3.9.5.12	Database Management Specialist	Database Management Specialist (Junior) (CATS Plus 2.10.38)	Demonstrated knowledge of CMMI Level 3 software development processes and artifacts and agile software development methods. Prior experience with Microsoft SQL Server and NoSQL on similar initiatives to the LTSS project’s size and complexity.
3.9.5.13	Database Administrator	Database Management Specialist (Senior) (CATS Plus 2.10.39)	Demonstrated knowledge of CMMI Level 3 software development processes and artifacts and agile software development methods. Prior experience with Microsoft SQL Server and NoSQL on similar initiatives to the LTSS project’s size and complexity.

3) Optional Services (OPTIONAL) – Labor categories not included in Core Team or Optional Resources may be included by the Offeror. There is no guarantee that the Department will accept the TO Contractor’s proposal for Optional Services.

- B. Each Labor Category includes Titles, Position Description, Education and Experience (General and Specialized).
- C. Education and experience described below constitute the minimum qualifications for candidates proposed in response to a TORFP. All experience required must have occurred within the most recent ten (10) years.

3.9.6 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.

3.9.7 Substitution of Experience for Education

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

3.9.8 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.

3.9.9 Work Hours

- A. Business Hours Support: The TO Contractor’s collective assigned personnel shall support core business hours (7:00 AM to 6:00 PM), Monday through Friday except for State holidays, Service Reduction days, and Furlough days observed by the Department. TO Contractor personnel may also be required to provide occasional support outside of core business hours, including evenings, overnight, and weekends, to support: specific efforts and emergencies to resolve system repair or restoration.

- B. 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.
- C. Scheduled non-Business Hours Support: After hours support may be necessary to respond to IT Security emergency situations. Additionally, services may also involve some evening and/or weekend hours performing planned system upgrades in addition to core business hours. Hours performing system upgrades would be billed on actual time worked at the rates proposed.
- D. 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.
- E. 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.
- F. Vacation Hours: Requests for leave shall be submitted to the TO Manager at least two weeks in advance. The TO Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.

3.10 Substitution of Personnel

3.10.1 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 law or Department, Contract, or Task Order requirement.
- B. If deemed appropriate in the discretion of the TO Manager, the TO Manager shall give written notice of any 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 in **Section 3.11.1.B**.
- 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.

3.10.2 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.

3.10.3 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.

3.11 Minority Business Enterprise (MBE) Reports

3.11.1 MBE PARTICIPATION REPORTS

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

3.11.2 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 Department 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.

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

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

3.12 Veteran Small Business Enterprise (VSBE) Reports

There is no VSBE Goal for this Task Order.

3.13 Work Orders

- A. Additional services and resources to support the Department's delivery of the features and future work described in Section 2.5 will be provided via a Work Order process. Work shall not begin in advance of a fully executed Work Order. A Work Order may be issued for fixed price pricing.
- B. The TO Manager shall e-mail a Work Order Request (See sample at <http://doit.maryland.gov/contracts/Documents/CATSPlus/CATS+WorkOrderSample.pdf>) to the TO Contractor to provide services or resources that are within the scope of this TORFP. The Work Order Request will include:
 - 1) Technical requirements and description of the service or resources needed
 - 2) Performance objectives and/or deliverables, as applicable
 - 3) Due date and time for submitting a response to the request, and
 - 4) Required place(s) where work must be performed
- C. The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
 - 1) A response that details the TO Contractor's understanding of the work;
 - 2) A price to complete the Work Order Request using the format provided using the format provided (see online sample).
 - 3) A description of proposed resources required to perform the requested tasks, with labor categories listed in accordance with Attachment B.
 - 4) An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks.
 - 5) State-furnished information, work site, and/or access to equipment, facilities, or personnel
 - 6) The proposed personnel resources, including any subcontractor personnel, to complete the task.
- D. For a fixed price Work Order, the TO Manager will review the response and will confirm the proposed prices are acceptable.
- E. The TO Manager may contact the TO Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the TO Procurement Officer for a determination of compliance with the TO Agreement and a determination whether a change order is appropriate. Written TO Procurement Officer approval is required before Work Order execution by the State.
- F. Proposed personnel on any type of Work Order shall be subject to Department approval. The TO Contractor shall furnish resumes of proposed personnel specifying the labor category(ies) proposed. 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. Performance of services under a Work Order shall commence consistent with an NTP issued by the TO Manager for such Work Order.
- H. For software development and implementation services, a thirty (30) day fifteen percent (15%) warranty will be withheld from all Work Orders and Change Requests. This does not apply to documentation deliverables. Work Orders and Change Requests will be paid in full thirty (30) days after the system is fully functional and defects are resolved. Defects may be deferred for future consideration at the sole discretion of the Department.

3.14 Additional Clauses

The TO Contractor shall be subject to the requirements in this section and shall flow down the provisions of **Sections 3.14.1 – 3.14.6** (or the substance thereof) in all subcontracts.

3.14.1 All times specified in this document are local time, defined as Eastern Standard Time or Eastern Daylight Time, whichever is in effect.

3.14.2 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.

3.14.3 Source Code Escrow

This section does not apply to this solicitation.

3.14.4 Purchasing and Recycling Electronic Products

This section does not apply to this solicitation.

3.14.5 Change Control and Advance Notice

- A. Unless otherwise specified in an applicable Service Level Agreement, the Contractor shall give seven (7) days advance notice to the State of any upgrades or modifications that may impact service availability and performance.
- B. Contractor may not modify the functionality or features of any SaaS provided hereunder if such modification materially degrades the functionality of the SaaS.

3.14.6 No-Cost Extensions

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

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4 TORFP Instructions

4.1 TO Pre-Proposal Conference

- 4.1.1 A TO pre-proposal conference (Conference) will be held at the date, time, and location indicated on the Key Information Summary Sheet.
- 4.1.2 Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend to facilitate better preparation of their proposals.
- 4.1.3 Following the Conference, the attendance record and summary of the Conference will be distributed via e-mail to all Master Contractors known to have received a copy of this TORFP.
- 4.1.4 Attendees should bring a copy of the solicitation and a business card to help facilitate the sign-in process.
- 4.1.5 In order to assure adequate seating and other accommodations at the Conference, please e-mail the Pre-Proposal Conference Response Form (**Attachment A**) no later than the time and date indicated on the form. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please notify the TO Procurement Officer at least five (5) business days prior to the Conference date. The Department will make a reasonable effort to provide such special accommodation.
- 4.1.6 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 (20-18355(M00B0600029) - LTSS System Software Development & Business Process Support) and shall be submitted in writing via e-mail to the TO Procurement Officer no later than the date and time specified in 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 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

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

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 two (2) times the total TO Agreement amount.

4.7 MBE Participation Goal

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

4.8 VSBE Goal

There is no VSBE participation goal for this procurement.

4.9 Living Wage Requirements

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

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

4.10 Federal Funding Acknowledgement

- 4.10.1 There are programmatic conditions that apply to this TO Agreement due to federal funding (see Attachment G).
- 4.10.2 The total amount of federal funds allocated for the MDH LTSS Software Development is \$22,433,148.00 in Maryland State fiscal year 2019. This represents 90% of all funds budgeted for the unit in that fiscal year. This does not necessarily represent the amount of funding available for any particular grant, contract, or solicitation.
- 4.10.3 The TO Agreement contains federal funds. The source of these federal funds is: Center for Medicaid and CHIP Services Design, Development and Implementation Enhanced Funding for Maryland's Maintenance and Implementation Advance Planning Document. The conditions that apply to all federal funds awarded by the

Agency are contained in Federal Funds **Attachment G**. Any additional conditions that apply to this particular federally-funded contract are contained as supplements to Federal Funds **Attachment G** and Offerors are to complete and submit these Attachments with their TO Proposals as instructed in the Attachments. Acceptance of this agreement indicates the Offeror's intent to comply with all conditions, which are part of the TO Agreement.

4.11 Conflict of Interest Affidavit and Disclosure

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

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

4.12.2 Non-Disclosure Agreement (TO Contractor)

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

4.13 HIPAA - Business Associate Agreement

- 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 **Table 1 of Section 7 – Exhibits and Attachments**. However, to expedite processing, it is suggested that this document be completed and submitted with the TO TECHNICAL PROPOSAL. Should the Business Associate Agreement not be submitted upon expiration of the five (5) Business Day period as required by this solicitation, the TO Procurement Officer, upon review of the Office of the Attorney General and approval of the Secretary, may withdraw the recommendation for award and make the award to the responsible Offeror with the next highest overall-ranked TO Proposal.
- 4.13.2 Compliance with Federal HIPAA and State Confidentiality Law
 - A. 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:

- 1) 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;
 - 2) 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
 - 3) Otherwise providing good information management practices regarding all health information and medical records.
- B. 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.
- C. “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 Iranian Non-Investment

All TO Proposals shall be accompanied by a completed Certification Regarding Investments in Iran, **Attachment P** of this TORFP.

4.15 Mercury and Products That Contain Mercury

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

4.16 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.

4.17 Department of Human Services (DHS) Hiring Agreement

This solicitation does not require a DHS Hiring Agreement.

4.18 Small Business Reserve (SBR)

This solicitation is not designated as a Small Business Reserve (SBR) solicitation.

4.19 Bonds

This solicitation does not require bonds.

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5 TO Proposal Format

5.1 Required Response

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

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

5.2 Two Part Submission

Offerors shall submit TO Proposals in separate volumes:

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

5.3 TO Proposal Packaging and Delivery

- 5.3.1 TO Proposals delivered by email or 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 hand or by mail as described below to the address provided in the Key Information Summary Sheet.
 - A. For U.S. Postal Service deliveries, any TO Proposal that has been received at the appropriate mailroom, or typical place of mail receipt, for the respective procuring unit by the time and date listed in the TORFP will be deemed to be timely. If an Offeror chooses to use the U.S. Postal Service for delivery, the Department recommends that it use Express Mail, Priority Mail, or Certified Mail only as these are the only forms for which both the date and time of receipt can be verified by the Department. An Offeror using first class mail will not be able to prove a timely delivery at the mailroom, and it could take several days for an item sent by first class mail to make its way by normal internal mail to the procuring unit.
 - B. Hand-delivery includes delivery by commercial carrier acting as agent for the Offeror. For any type of direct (non-mail) delivery, Offerors are advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery.
- 5.3.4 The TO Procurement Officer must receive all Technical and TO Financial Proposal material by the TORFP due date and time specified in the Key Information Summary Sheet. 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.
- 5.3.5 Two Part Submission: Offerors shall provide their TO Proposals in two separately sealed and labeled packages as follows:
 - A. TO Technical Proposal consisting of:
 - 1) One (1) original executed TO Technical Proposal and all supporting material marked and sealed,
 - 2) Four (4) duplicate copies of the above separately marked and sealed,
 - 3) an electronic version of the TO Technical Proposal in Microsoft Word format, version 2007 or greater,

- 4) the TO Technical Proposal in searchable Adobe PDF format, and
 - 5) a second searchable Adobe PDF copy of the TO Technical Proposal, redacted in accordance with confidential and/or proprietary information removed.
- B. TO Financial Proposal consisting of:
- 1) One (1) original executed TO Financial Proposal and all supporting material marked and sealed,
 - 2) Four (4) duplicate copies of the above separately marked and sealed,
 - 3) an electronic version of the TO Financial Proposal in searchable Adobe PDF format, and Microsoft Excel format,
 - 4) a second searchable Adobe pdf copy of the TO Financial Proposal, redacted in accordance with confidential and/or proprietary information removed.

5.3.6 Affix the following to the outside of each sealed TO Proposal. It is preferred, but not required, that the name, email address, and telephone number of a contact person for the Offeror be included on the outside of the packaging for each volume. Unless the resulting package will be too unwieldy, the State's preference is for the separately sealed Technical and TO Financial Proposals to be submitted together in a single package to the TO Procurement Officer and including a label bearing:

- o TORFP title and number,
- o Name and address of the Offeror, and
- o Closing date and time for receipt of TO Proposals

5.3.7 Label each electronic media (CD, DVD, or flash drive) on the outside with the TORFP title and number, name of the Offeror, and volume number. Electronic media must be packaged with the original copy of the appropriate TO Proposal (Technical or Financial).

5.4 Volume I - TO Technical Proposal

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

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

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

A. Proposed Services

- 1) Executive Summary: A one-page summary describing the Offeror's understanding of the TORFP scope of work (**Sections 2-3**) and proposed solution.
- 2) Proposed Solution: A more detailed description of the Offeror's understanding of the TORFP scope of work, proposed methodology and solution. The proposed solution shall be organized to exactly match the requirements outlined in Sections 2-3.
- 3) Assumptions: A description of any assumptions formed by the Offeror in developing the TO Technical Proposal.
- 4) Agile Software Development Methodology: A detailed description of the Offeror's proposed Agile software development methodology, including processes, artifacts, deliverables, and identification of specific Agile Framework (reference: <https://doit.maryland.gov/SDLC/Pages/ToolsLinks2.aspx>).

Specific reference to anticipated business stakeholder engagement and coordination with the O&M TO Contractor and Technical Oversight Team is required.

- 5) Configuration Management Approach: A detailed description of the Offeror's configuration management methodology, tools and processes. Offeror's approach for managing multiple simultaneous software development initiatives that can cause contention in personnel resources and/or source code. Draft Project or Work Schedule: A Gantt or similar chart containing tasks and estimated time frames for completing the requirements and deliverables in Sections 2-3. The final schedule should come later as a deliverable under the TO after the TO Contractor has had an opportunity to develop realistic estimates. The Project or Work Schedule may include tasks to be performed by the State or third parties. The Project or Work Schedule shall include a Deliverables schedule as mapped to the Deliverables table in Section 2.4.4. The schedule shall also detail proposed submission due date/frequency of each recommended Deliverable.
- 6) Draft Risk Assessment: Identification and prioritization of risks inherent in meeting the requirements in Section 3 - Scope of Work. Includes a description of strategies to mitigate risks. If the Risk Assessment appears as a deliverable in Sections 2-3, that version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.
- 7) Tools the Master Contractor owns and proposes for use to meet any requirements in Sections 2-3. Specific tools to be described in the TO Proposal include, at a minimum, those that support the following requirements:
 - a) Software development workbench
 - b) Document repository
 - c) Tier 2 Help Desk
 - d) Configuration Management (including configurable items such as source code, release packages, requirements, test cases, test results, etc.)
 - e) Software Deployment
 - f) Automated Testing – including tools for testing batch processing, such as claims-related processes, and volume testing
 - g) Other tools
- 8) Transition-in: Detailed plan with tasks, schedule and resources required from the Department and/or current vendors providing software development services and O&M services. TO Proposal shall include, at a minimum, the following:
 - a) Transition-in Plan with emphasis on knowledge transfer strategy
 - b) Resources required from the Department and/or current vendors
 - c) Conceptual Technical Schematic of Offeror's development, testing and training environments
- 9) The Offeror shall identify the location(s) from which it proposes to provide services, including, if applicable, any current facilities that it operates, and any required construction to satisfy the State's requirements as outlined in this TORFP.
- 10) Continuity of Operations Plan (COOP) – The Offeror shall include its COOP strategy, including any sample COOP from current or prior engagement.
- 11) Security Model description – The Offeror shall include its Security Model for meeting the requirements in Section 3.

B. Proposer Information Sheet and Transmittal Letter

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

C. Minimum Qualifications Documentation

The Offeror shall submit any Minimum Qualifications documentation that may be required, as set forth in TORFP **Section 1**.

D. Proposed Personnel and TORFP Staffing

Offeror shall propose exactly four (4) Key Personnel in response to this TORFP. Offeror shall:

- 1) 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.
- 2) Complete and provide for each proposed resource **Appendix 4 Labor Classification Personnel Resume Summary**.
- 3) Provide required certification documentation for proposed personnel in accordance with **Section 1.1 Offeror Personnel Minimum Qualifications**.
- 4) Provide three (3) references per proposed Key Personnel containing the information listed in **Appendix 4**.
- 5) Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources in addition to the personnel requested in this TORFP, and how the TO Contractor Personnel shall be managed. Include:
 - a) Planned team composition by role (**Important! Identify specific names and provide history only for the proposed resources required for evaluation of this TORFP**).
 - b) Process and proposed lead time for locating and bringing on board resources that meet the Task Order needs.
 - c) Supporting descriptions for all labor categories proposed in response to this TORFP.
 - d) Description of approach for quickly substituting qualified personnel after start of the Task Order.
- 6) Provide the names and titles of the Offeror's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.

E. Subcontractors

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

F. Overall Team Organizational Chart

1. Provide an overall team organizational chart with all team resources available to fulfill the Task Order scope of work.
2. Identify team members in their roles, including all Subcontractors and their contact information (email, phone number, work location address).

3. Provide Company executive management that support the Offeror's team, including their contact information (email, phone number, work location address).

G. Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide up to three (3) examples of engagements or contracts the Master Contractor or Subcontractor, if applicable, has completed that were similar to the requested scope of work. Include contact information for each client organization complete with the following:
 - a) Name of organization
 - b) Point of contact name, title, e-mail and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
 - c) Services provided as they relate to the scope of work
 - d) Start and end dates for each example engagement or contract
 - e) Current Master Contractor team personnel who participated on the engagement
 - f) If the Master Contractor is no longer providing the services, explain why not
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland.

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

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

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

H. State Assistance

Provide an estimate of expectation concerning participation by State personnel.

I. Confidentiality

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

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

J. Additional Submissions:

- 1) Attachments and Exhibits;
 - a) All forms required for the TO Technical Proposal are identified in **Table 1 of Section 7 – Exhibits and Attachments**. Unless directed otherwise by instructions within an individual form, complete, sign, and include all required forms in the TO Technical Proposal.
 - b) No attachment forms shall be altered. Signatures shall be clearly visible.
- 2) Offerors shall furnish with their Technical TO Proposal any and all agreements the Offeror expects the State to sign or to be subject to in connection with or in order to use the Offeror's services under this Task Order Agreement. This includes the complete text of all agreements referenced or incorporated in primary documents (i.e., links to the relevant agreements are not allowed).
- 3) Any services furnished from third party entities, e.g., resold services, shall include current Letters of Authorization or such other documentation demonstrating the authorization for such services.
- 4) A Letter of Authorization shall be on the authorizing entity's letterhead or through the authorizing entity's e-mail. Further, each Letter of Authorization shall be less than twelve (12) months old. Each Letter of Authorization or e-mail must provide the following information:
 - a) Authorizing entity POC name and alternate for verification
 - b) Authorizing entity POC mailing address
 - c) Authorizing entity POC telephone number
 - d) Authorizing entity POC email address
 - e) If available, a Reseller Identifier

5.5 Volume II – TO Financial Proposal

- 5.5.1 The TO Financial Proposal shall contain all price information in the format specified in **Attachment B – TO Financial Proposal Form**. The Offeror shall complete the TO Financial Proposal Form only as provided in the Financial Proposal Form Instructions and the TO 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 TO Financial Proposal Form).
- 5.5.3 **Attachment B – TO Financial Proposal Form**, with all proposed labor categories including all rates fully loaded.
- 5.5.4 To be responsive to this TORFP, the TO Financial Proposal Form shall provide labor rates for all labor categories anticipated for this TORFP. Proposed rates shall not exceed the rates defined in the Master Contract for the Master Contract year(s) in effect at the time of the TO Proposal due date.
- 5.5.5 Prices shall be valid for 240 days.

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6 Evaluation and Selection Process

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

6.1 Evaluation Committee

Evaluation of TO Proposals will be performed in accordance with COMAR 21.05.03 by a committee established for that purpose and based on the evaluation criteria set forth below. The Evaluation Committee will review TO Proposals, participate in Offeror oral presentations and discussions, and provide input to the TO Procurement Officer. 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 a particular Offeror is not susceptible for award.

6.2 TO Technical Proposal Evaluation Criteria

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

6.2.1 Offeror's Technical Response to TORFP Requirements (See TORFP § 5.4.2)

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

6.2.2 Experience and Qualifications of Proposed Staff (See TORFP § 5.4.2.D)

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).

6.2.3 Offeror Qualifications and Capabilities, including proposed subcontractors (See TORFP § 5.4.2.G)

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

6.3 TO Financial Proposal Evaluation Criteria

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

6.4 Selection Procedures

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

- A. TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 1 of this TORFP, and quality of responses to **Section 5.3** TO Technical Proposal. Failure to meet the minimum 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 determination recommending award of the TO to the responsible Offeror who has the TO Proposal determined to be the most advantageous to the State, considering price and the evaluation criteria set forth above. In making this selection, the TO Technical Proposal will be given greater weight than the TO Financial Proposal.

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

6.5 Documents Required upon Notice of Recommendation for Task Order Award

Upon receipt of a Notification of Recommendation for Task Order award, the apparent awardee shall complete and furnish the documents and attestations as directed in 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

Table 1: TORFP ATTACHMENTS AND APPENDICES

Applies?	When to Submit	Label	Attachment Name
Y	Before TO Proposal	A	Pre-Proposal Conference Response Form
Y	With TO Proposal	B	TO Financial Proposal Instructions and Form
Y	10 Business Days after recommended award	D	MBE Forms D-2, D-3A, D-3B Important: Attachment D-1C, if a waiver has been requested, is also required within 10 days of recommended award.
Y	As directed in forms	D	MBE Forms D-4A, D-4B, D-5
N	Not Applicable	E	Veteran-Owned Small Business Enterprise (VSBE) Form E-1
Y	With TO Proposal	F	Maryland Living Wage Requirements for Service Task Orders and Affidavit of Agreement
Y	With TO Proposal	G	Federal Funds Attachments
Y	With TO Proposal	H	Conflict of Interest Affidavit and Disclosure
Y	5 Business Days after recommended award	I	Non-Disclosure Agreement (TO Contractor)
Y	5 Business Days after recommended award	J	HIPAA Business Associate Agreement
N	Not Applicable	K	Mercury Affidavit
Y	With TO Proposal	L	Location of the Performance of Services Disclosure
Y	5 Business Days after recommended award	M	Task Order Agreement
Y	With Proposal	P	Certification Regarding Investment in Iran
Appendices			
Applies?	When to Submit	Label	Attachment Name
Y	n/a	1	Abbreviations and Definitions
Y	With TO Proposal	2	Offeror Information Sheet
Y	Within 45 days after NTP	3	Criminal Background Check Affidavit
Y	With TO Proposal	4	Labor Classification Personnel Resume Summary (Appendix 4A)

Applies?	When to Submit	Label	Attachment Name
Additional Submissions			
Y	5 Business Days after recommended award	--	Evidence of meeting insurance requirements (see Section 3.6); 1 copy
Y	With deliverables	--	Deliverable Product Acceptance Form (DPAF) (see online at http://doit.maryland.gov/contracts/Documents/CATSPlus/CATS+DPAFSample.pdf)

Attachment A. TO Pre-Proposal Conference Response Form

Solicitation Number 20-18355 (M00B0600029)

LTSS System Software Development & Business Process Support

A TO Pre-proposal conference will be held on August 15, 2019, at 201 W. Preston Street, Room L-2, Baltimore, Maryland 21201.

Please return this form by August 13, 2019 at 2:00 p.m. local time, advising whether or not you plan to attend. The completed form should be returned via e-mail to the TO Procurement Officer at the contact information below:

Denise Coates
201 W Preston Street
Baltimore, MD 21201
E-mail: dcoates@maryland.gov

Please indicate:

_____ Yes, the following representatives will be in attendance.
Attendees (Check the TORFP for limits to the number of attendees allowed):
1.
2.

_____ 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

Attachment B. TO Financial Proposal Instructions & Form

The total class hours (Column B) are not to be construed as “guaranteed” hours; the total number of hours is an estimate only for purposes of price sheet evaluation. A year for this Task Order shall be calculated as one (1) calendar year 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.

Key Personnel-Price Sheet B-1

(Please see Separate Excel Sheet)

There is no guarantee that the Department will accept the TO Contractor’s proposal for the Optional Resources. The total class hours (Column B) are not to be construed as “guaranteed” hours; the total number of hours is an estimate only for purposes of price sheet evaluation. A year for this Task Order shall be calculated as one (1) calendar year 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.

Proposed Optional Personnel-Price Sheet B-2

(Please see Separate Excel Sheet)

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. A year for this Task Order shall be calculated as one (1) calendar year from the Effective Date. Labor Rate Maximums:

Optional Personnel-Price Sheet B-3

(Please see Separate Excel Sheet)

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Total Financial Proposal

(Please see Separate Excel Sheet)

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Attachment D. Minority Business Enterprise (MBE) Forms

TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS+ TORFP # 20-18355 (M00B0600029)

If after reading these instructions you have additional questions or need further clarification, please contact the TO Manager immediately.

- 1) As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-4A (MBE Prime Contractor Paid/Unpaid Invoice Report), D-4B (MBE Prime Contractor Report) and D-5 (MBE Subcontractor Paid/Unpaid Invoice Report) are attached for your use and convenience.
- 2) The TO Contractor must complete a separate Form D-4A for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15th of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless whether there was any MBE payment activity for the reporting month.
- 3) The TO Contractor is responsible for ensuring that each subcontractor receives a copy of Form 2-5 (e-copy of and/or hard copy). The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, including all of the information located in the upper right corner of the form. It may be wise to customize Form 2-5 (upper right corner of the form) for the subcontractor. This will help to minimize any confusion for those who receive and review the reports.
- 4) It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15th of each month, **including reports showing zero MBE payment activity**. Actual payment data is verified and entered into the State's financial management tracking system from the **Subcontractor's D-5 report only**. Therefore, if the subcontractor(s) do not submit D-5 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-4A. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors.
- 5) The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

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

INSTRUCTIONS

PLEASE READ BEFORE COMPLETING THIS DOCUMENT

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

1. Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the minority business enterprise (MBE) subcontractor participation goal stated in the Request for Proposals. Contractor agrees to exercise good faith efforts to carry out the requirements set forth in these Instructions, as authorized by the Code of Maryland Regulations (COMAR) 21.11.03.
2. MBE Goals and Subgoals: Please review the solicitation for information regarding the Contract's MBE overall participation goals and subgoals. After satisfying the requirements for any established subgoals, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.
3. MBE means a minority business enterprise that is certified by the Maryland Department of Transportation ("MDOT"). Only MBEs certified by MDOT may be counted for purposes of achieving the MBE participation goals. In order to be counted for purposes of achieving the MBE participation goals, the MBE firm, including an MBE prime, must be MDOT-certified for the services, materials or supplies that it is committed to perform on the MBE Participation Schedule.
4. Please refer to the MDOT MBE Directory at www.mdot.state.md.us to determine if a firm is certified with the appropriate North American Industry Classification System ("NAICS") Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS, please visit www.naics.com. Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals. **WARNING:** If the firm's NAICS Code is in **graduated status**, such services/products **may not be counted** for purposes of achieving the MBE participation goals. A NAICS Code is in the graduated status if the term "Graduated" follows the Code in the MDOT MBE Directory.
5. **Guidelines Regarding MBE Prime Self-Performance.** Please note that when a certified MBE firm participates as a prime contractor on a contract, a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own workforce toward fulfilling up to, but no more than, fifty-percent (50%) of the MBE participation goal (overall), including up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract.
 - ✓ In order to receive credit for self-performance, an MBE prime must list its firm in Section 4A of the MBE Participation Schedule, including the certification category under which the MBE prime is self-performing and include information regarding the work it will self-perform.
 - ✓ For the remaining portion of the overall goal and the subgoals, the MBE prime must also identify other certified MBE subcontractors (see Section 4B of the MBE Participation Schedule) used to meet those goals or request a waiver.
 - ✓ These guidelines apply to the work performed by the MBE Prime that can be counted for purposes of meeting the MBE participation goals. These requirements do not affect the MBE Prime's ability to self-perform a greater portion of the work in excess of what is counted for purposes of meeting the MBE participation goals.
 - ✓ Please note that the requirements to meet the MBE participation overall goal and subgoals are distinct and separate. If the Contract has subgoals, regardless of MBE Prime's ability to self-perform up to 50% of the overall goal (including up to 100% of any subgoal), the MBE Prime must either commit to other MBEs for

each of any remaining subgoals or request a waiver. As set forth in **Attachment D1-B** Waiver Guidance, the MBE Prime’s ability to self-perform certain portions of the work of the Contract will not be deemed a substitute for the good faith efforts to meet any remaining subgoal or the balance of the overall goal.

- ✓ In certain instances, where the percentages allocated to MBE participation subgoals add up to more than 50% of the overall goal, the portion of self-performed work that an MBE Prime may count toward the overall goal may be limited to less than 50%. Please refer to GOSBA’s website (<http://www.gomdsmbiz.maryland.gov/Pages/default.aspx>) for the MBE Prime Regulations Q&A for illustrative examples.

6. Subject to items 1 through 5 above, when a certified MBE performs as a participant in a joint venture, a procurement agency may count a portion of the total dollar value of the contract equal to the distinct, clearly-defined portion of the work of the contract that the certified MBE performs with its workforce towards fulfilling the contract goal, and not more than one of the contract subgoals, if any.
7. As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Please refer to COMAR 21.11.03.12-1 for more information regarding these requirements.
8. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT's Office of Minority Business Enterprise at 1-800-544-6056 or via e-mail to mbe@mdot.state.md.us sufficiently prior to the submission due date.
9. Worksheet: The percentage of MBE participation, calculated using the percentage amounts for all of the MBE firms listed on the Participation Schedule **MUST** at least equal the MBE participation goal **and** subgoals (if applicable) set forth in the solicitation. If an Offeror is unable to achieve the MBE participation goal and/or any subgoals (if applicable), the Offeror must request a waiver in Item 1 of the MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**) or the Proposal determined to be not susceptible of being selected for award. You may wish to use the Subgoal summary below to assist in calculating the percentages and confirm that you have met the applicable MBE participation goal and subgoals, if any.

SUBGOALS (IF APPLICABLE)

TOTAL AFRICAN AMERICAN MBE PARTICIPATION: 0%

TOTAL ASIAN AMERICAN MBE PARTICIPATION: 0%

TOTAL HISPANIC AMERICAN MBE PARTICIPATION: 0%

TOTAL WOMEN-OWNED MBE PARTICIPATION: 0%

OVERALL GOAL

TOTAL MBE PARTICIPATION (INCLUDE ALL CATEGORIES): 5%

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

This MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule must be completed in its entirety and included with the Proposal. If the Offeror fails to accurately complete and submit this Affidavit and Schedule with the Proposal as required, the Procurement Officer shall determine that the Proposal is not reasonably susceptible of being selected for award.

In connection with the Proposal submitted in response to Solicitation No. 20-18355 (M00B0600029), I affirm the following:

1. MBE Participation (PLEASE CHECK ONLY ONE)

(PLEASE CHECK ONLY ONE)

- I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of 5 percent.

Therefore, I am not seeking a waiver pursuant to COMAR 21.11.03.11. I acknowledge that by checking the above box and agreeing to meet the stated goal and subgoal(s), if any, I must complete the MBE Participation Schedule (Item 4 below) in order to be considered for award.

OR

- I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. I acknowledge that by checking this box and requesting a partial waiver of the stated goal and/or one or more of the stated subgoal(s) if any, I must complete the MBE Participation Schedule (Item 4 below) for the portion of the goal and/or subgoal(s) if any, for which I am not seeking a waiver, in order to be considered for award.

2. Additional MBE Documentation

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

- (a) Good Faith Efforts Documentation to Support Waiver Request (**Attachment D-1C**)
- (b) Outreach Efforts Compliance Statement (**Attachment D-2**);
- (c) MBE Subcontractor/MBE Prime Project Participation Statement (**Attachments D-3A/B**);
- (d) Any other documentation, including additional waiver documentation if applicable, required by the Procurement Officer in connection with the certified MBE participation goal and subgoals, if any.

I understand that if I fail to return each completed document within the required time, the Procurement Officer may determine that my Proposal is not susceptible of being selected for contract award. If the contract has already been awarded, the award is voidable.

3. Information Provided to MBE firms

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

4. MBE Participation Schedule

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

Prime Contractor:	Project Description:	PROJECT/CONTRACT
Offeror Company Name, Street Address, Phone	LTSS System Software Development & Business Process Support	NUMBER: 20-18355 (M00B0600029)

LIST INFORMATION FOR EACH CERTIFIED MBE FIRM YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY. MBE PRIMES: PLEASE COMPLETE BOTH SECTIONS A AND B BELOW.

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

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

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

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

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

(Continue on separate page if needed)

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

Offeror:

Offeror Name (please print or type)

By:

Signature of Authorized Representative

Printed Name:

Printed Name

Title:

Title

Date:

Date

Address:

Company Address

SUBMIT THIS AFFIDAVIT WITH PROPOSAL

D-1B WAIVER GUIDANCE

GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET MBE PARTICIPATION GOALS

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

I. Definitions

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

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

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

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

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

II. Types of Actions Agency will Consider

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

A. Identify Proposal Items as Work for MBE Firms

1. Identified Items of Work in Procurements

- (a) Certain procurements will include a list of Proposal items identified during the goal setting process as possible work for performance by MBE Firms. If the procurement provides a list of Identified Items of Work, the Offeror shall make all reasonable efforts to solicit quotes from MBE Firms to perform that work.
 - (b) Offerors may, and are encouraged to, select additional items of work to be performed by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved.
2. Identified Items of Work by Offerors
- (a) When the procurement does not include a list of Identified Items of Work or for additional Identified Items of Work, Offerors should reasonably identify sufficient items of work to be performed by MBE Firms.
 - (b) Where appropriate, Offerors should break out contract work items into economically feasible units to facilitate MBE participation, rather than perform these work items with their own forces. The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the Offeror of the responsibility to make Good Faith Efforts.

B. Identify MBE Firms to Solicit

1. MBE Firms Identified in Procurements
- (a) Certain procurements will include a list of the MBE Firms identified during the goal setting process as available to perform the items of work. If the procurement provides a list of Identified MBE Firms, the Offeror shall make all reasonable efforts to solicit those MBE firms.
 - (b) Offerors may, and are encouraged to, search the MBE Directory to identify additional MBEs who may be available to perform the items of work, such as MBEs certified or granted an expansion of services after the solicitation was issued.
2. MBE Firms Identified by Offerors
- (a) When the procurement does not include a list of Identified MBE Firms, Offerors should reasonably identify the MBE Firms that are available to perform the Identified Items of Work.
 - (b) Any MBE Firms identified as available by the Offeror should be certified to perform the Identified Items of Work.

C. Solicit MBEs

1. Solicit all Identified Firms for all Identified Items of Work by providing written notice. The Offeror should:
- (a) provide the written solicitation at least 10 days prior to Proposal opening to allow sufficient time for the MBE Firms to respond;
 - (b) send the written solicitation by first-class mail, facsimile, or e-mail using contact information in the MBE Directory, unless the Offeror has a valid basis for using different contact information; and
 - (c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the MBE, and other requirements of the contract to assist MBE Firms in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)
2. “All” Identified Firms includes the MBEs listed in the procurement and any MBE Firms you identify as potentially available to perform the Identified Items of Work, but it does not include MBE Firms who are no longer certified to perform the work as of the date the Offeror provides written solicitations.
3. “Electronic Means” includes, for example, information provided *via* a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested MBE cannot access the information provided by electronic means, the Offeror must make the information available in a manner that is accessible to the interested MBE.

4. Follow up on initial written solicitations by contacting MBEs to determine if they are interested. The follow up contact may be made:
 - (a) by telephone using the contact information in the MBE Directory, unless the Offeror has a valid basis for using different contact information; or
 - (b) in writing *via* a method that differs from the method used for the initial written solicitation.
5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, use all other reasonable and available means to solicit the interest of MBE Firms certified to perform the work of the contract. Examples of other means include:
 - (a) attending any pre-proposal meetings at which MBE Firms could be informed of contracting and subcontracting opportunities; and
 - (b) if recommended by the procurement, advertising with or effectively using the services of at least two minority focused entities or media, including trade associations, minority/women community organizations, minority/women contractors' groups, and local, state, and federal minority/women business assistance offices listed on the MDOT Office of Minority Business Enterprise website.

D. Negotiate with Interested MBE Firms

Offerors must negotiate in good faith with interested MBE Firms.

1. Evidence of negotiation includes, without limitation, the following:
 - (a) the names, addresses, and telephone numbers of MBE Firms that were considered;
 - (b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and
 - (c) evidence as to why additional agreements could not be reached for MBE Firms to perform the work.
2. An Offeror using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration.
3. The fact that there may be some additional costs involved in finding and using MBE Firms is not in itself sufficient reason for an Offeror's failure to meet the contract MBE goal(s), as long as such costs are reasonable. Factors to take into consideration when determining whether an MBE Firm's quote is excessive or unreasonable include, without limitation, the following:
 - (a) dollar difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the Offeror;
 - (b) percentage difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the Offeror;
 - (c) percentage that the MBE subcontractor's quote represents of the overall contract amount;
 - (d) number of MBE firms that the Offeror solicited for that portion of the work;
 - (e) whether the work described in the MBE and Non-MBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and
 - (f) number of quotes received by the Offeror for that portion of the work.
4. The above factors are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.
5. The Offeror may not use its price for self-performing work as a basis for rejecting an MBE Firm's quote as excessive or unreasonable.

6. The “average of the other subcontractors’ quotes received” by the Offeror refers to the average of the quotes received from all subcontractors. Offeror should attempt to receive quotes from at least three subcontractors, including one quote from an MBE and one quote from a Non-MBE.
7. An Offeror shall not reject an MBE Firm as unqualified without sound reasons based on a thorough investigation of the firm’s capabilities. For each certified MBE that is rejected as unqualified or that placed a subcontract quotation or offer that the Offeror concludes is not acceptable, the Offeror must provide a written detailed statement listing the reasons for this conclusion. The Offeror also must document the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.
 - (a) The factors to take into consideration when assessing the capabilities of an MBE Firm, include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.
 - (b) The MBE Firm’s standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of proposals in the efforts to meet the project goal.

E. Assisting Interested MBE Firms

When appropriate under the circumstances, the decision-maker will consider whether the Offeror made reasonable efforts to assist interested MBE Firms in obtaining:

1. The bonding, lines of credit, or insurance required by the procuring agency or the Offeror; and
2. Necessary equipment, supplies, materials, or related assistance or services.

III. Other Considerations

In making a determination of Good Faith Efforts the decision-maker may consider engineering estimates, catalogue prices, general market availability and availability of certified MBE Firms in the area in which the work is to be performed, other proposals or offers and subcontract proposals or offers substantiating significant variances between certified MBE and Non-MBE costs of participation, and their impact on the overall cost of the contract to the State and any other relevant factors.

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

IV. Documenting Good Faith Efforts

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

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

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

B. Outreach/Solicitation/Negotiation

1. The record of the Offeror's compliance with the outreach efforts prescribed by COMAR 21.11.03.09C(2)(a). **(Complete Outreach Efforts Compliance Statement - D-2).**
2. A detailed statement of the efforts made to contact and negotiate with MBE Firms including:
 - (a) the names, addresses, and telephone numbers of the MBE Firms who were contacted, with the dates and manner of contacts (letter, fax, e-mail, telephone, etc.) **(Complete Good Faith Efforts Attachment D-1C-Part 2, and submit letters, fax cover sheets, e-mails, etc. documenting solicitations);** and
 - (b) a description of the information provided to MBE Firms regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed and the means used to provide that information.

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

1. For each MBE Firm that the Offeror concludes is not acceptable or qualified, a detailed statement of the reasons for the Offeror's conclusion, including the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.
2. For each certified MBE Firm that the Offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the Offeror's conclusion, including the quotes received from all MBE and Non-MBE firms proposing on the same or comparable work. **(Include copies of all quotes received.)**
3. A list of MBE Firms contacted but found to be unavailable. This list should be accompanied by an MBE Unavailability Certificate (see **D-1B - Exhibit A** to this Part 1) signed by the MBE contractor or a statement from the Offeror that the MBE contractor refused to sign the MBE Unavailability Certificate.

D. Other Documentation

1. Submit any other documentation requested by the Procurement Officer to ascertain the Offeror's Good Faith Efforts.
2. Submit any other documentation the Offeror believes will help the Procurement Officer ascertain its Good Faith Efforts.

D-1B - Exhibit A
MBE Subcontractor Unavailability Certificate

1. It is hereby certified that the firm of _____
(Name of Minority firm)
located at _____
(Number) (Street)

(City) (State) (Zip)

was offered an opportunity to bid on Solicitation No. 20-18355 (M00B0600029)

in _____ County by _____
(Name of Prime Contractor's Firm)

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

(Signature of Minority Firm's MBE Representative) (Title) (Date)

(MDOT Certification #) (Telephone #)

3. To be completed by the prime contractor if Section 2 of this form is not completed by the minority firm. To the best of my knowledge and belief, said Certified Minority Business Enterprise is either unavailable for the work/service for this project, is unable to prepare a proposal, or did not respond to a request for a price proposal and has not completed the above portion of this submittal.

(Signature of Prime Contractor) (Title) (Date)

**D-1C
 GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST**

PAGE __ OF __

Prime Contractor:	Project Description:	PROJECT/CONTRACT
Offeror Company Name, Street Address, Phone	LTSS System Software Development & Business Process Support	NUMBER: 20-18355 (M00B0600029)

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

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

Company: _____

Company Name (please print or type)

By: _____

Signature of Authorized Representative

Printed Name: _____

Printed Name

Title: _____

Title

Date: _____

Date

Address: _____

Company Address

 Company Name

 Signature of Representative

 Address

 Printed Name and Title

 City, State and Zip Code

 Date

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

PART 1 – IDENTIFIED ITEMS OF WORK OFFEROR MADE AVAILABLE TO MBE FIRMS

PAGE __ OF __

Prime Contractor:	Project Description:	PROJECT/CONTRACT
Offeror Company Name, Street Address, Phone	LTSS System Software Development & Business Process Support	NUMBER: 20-18355 (M00B0600029)

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

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

Please check if Additional Sheets are attached.

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

PART 2 – IDENTIFIED MBE FIRMS AND RECORD OF SOLICITATIONS

PAGE __ OF __

Prime Contractor:	Project Description:	PROJECT/CONTRACT
Offeror Company Name, Street Address, Phone	LTSS System Software Development & Business Process Support	NUMBER: 20-18355 (M00B0600029)

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

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

Please check if Additional Sheets are attached.

**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST
 PART 3 – ADDITIONAL INFORMATION REGARDING REJECTED MBE QUOTES**

PAGE __ OF __

Prime Contractor:	Project Description:	PROJECT/CONTRACT
Offeror Company Name, Street Address, Phone	LTSS System Software Development & Business Process Support	NUMBER: 20-18355 (M00B0600029)

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

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

Please check if Additional Sheets are attached.

D- 2
OUTREACH EFFORTS COMPLIANCE STATEMENT

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

In conjunction with the Proposal submitted in response to Solicitation No. 20-18355 (M00B0600029), I state the following:

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

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

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

4. **Please Check One:**

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

5. **Please Check One:**

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

PLEASE PRINT OR TYPE

Company:

Company Name (please print or type)

By:

Signature of Authorized Representative

Printed Name:

Printed Name

Title:

Title

Date:

Date

Address:

Company Address

D-3A
MBE SUBCONTRACTOR PROJECT PARTICIPATION CERTIFICATION

Please complete and submit one form for each certified MBE firm listed on the MBE Participation schedule (Attachment D-1A) within 10 Business Days of notification of apparent award. If the Offeror fails to return this affidavit within the required time, the Procurement Officer may determine that Proposal is not susceptible of being selected for Contract award.

Provided that _____ (Prime Contractor’s Name) is awarded the State contract in conjunction with Solicitation No. 20-18355 (M00B0600029), such Prime Contractor intends to enter into a subcontract with _____ (Subcontractor’s Name) committing to participation by the MBE firm _____ (MBE Name) with MDOT Certification Number _____ which will receive at least \$_____ which equals to ___% of the Total Contract Amount for performing the following goods and services for the Contract:

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

Each of the Contractor and subcontractor acknowledges that, for purposes of determining the accuracy of the information provided herein, the Procurement Officer may request additional information, including, without limitation, copies of the subcontract agreements and quotes. Each of the Contractor and subcontractor solemnly affirms under the penalties of perjury that: (i) the information provided in this MBE Subcontractor Project Participation Affidavit is true to the best of its knowledge, information and belief, and (ii) has fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a Proposal and:

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

Prime Contractor

Subcontractor

Company:

Company:

Company Name (please print or type)

Company Name (please print or type)

FEIN:

FEIN:

Federal Identification Number

Federal Identification Number

Phone Number:

Phone Number:

Phone Number

Phone Number

By:

By:

Signature of Authorized Representative

Signature of Authorized Representative

Date:

Date:

Date

Date

Printed Name:

Printed Name:

Printed Name

Printed Name

Title:

Title:

Printed Title

Title

Address:

Address:

Company Address

Address

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

D-3B
MBE PRIME PROJECT PARTICIPATION CERTIFICATION

Please complete and submit this form to attest each specific item of work that your MBE firm has listed on the MBE Participation Schedule (Attachment D-1A) for purposes of meeting the MBE participation goals. This form must be submitted within 10 Business Days of notification of apparent award. If the Offeror fails to return this affidavit within the required time, the Procurement Officer may determine that Proposal is not susceptible of being selected for Contract award.

Provided that _____ (Prime Contractor’s Name) with Certification Number _____ is awarded the State contract in conjunction with Solicitation No. 20-18355 (M00B0600029) _____, such MBE Prime Contractor intends to perform with its own forces at least \$_____ which equals to ___% of the Total Contract Amount for performing the following goods and services for the Contract:

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

MBE Prime Contractor

Company:

 Company Name (please print or type)

FEIN:

 Federal Identification Number

Address:

 Company Address

Phone

Printed Name

Title:

By:

 Signature of Authorized Representative

Date:

D-4A
Minority Business Enterprise Participation
MBE Prime Contractor Paid/Unpaid Invoice Report

Report #:		Contract #: 20-18355 (M00B0600029)			
Reporting Period (Month/Year):		Contracting Unit: Maryland Department of Health			
Prime Contractor: Report is due to the MBE Liaison by the 15th of the month following the month the services were provided. Note: Please number reports in sequence		Contract Amount:			
		MBE Subcontract Amt:			
		Project Begin Date:			
		Project End Date:			
Prime Contractor:		Contact Person:			
Address:					
City:		State:		ZIP:	
Phone:		FAX:		E-mail:	
MBE Subcontractor Name:		Contact Person:			
Phone:		FAX:		E-mail:	
Subcontractor Services Provided:					
List all payments made to MBE subcontractor named above during this reporting period:			List dates and amounts of any outstanding invoices:		
	Invoice #	Amount		Invoice #	Amount
1.			1.		
2.			2.		
3.			3.		
4.			4.		
Total Dollars Paid: \$			Total Dollars Unpaid: \$		

- If more than one MBE subcontractor is used for this contract, you must use separate **Attachment D-4A** forms. Information regarding payments that the MBE prime will use for purposes of meeting the MBE participation goals must be reported separately in **Attachment D-4B**.
- **Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):**

Eric Saber

 TO Manager

201 W Preston St
 Baltimore, MD 21201

 Address
eric.saber@maryland.gov

 Email

 Signature (Required)

Maryland Department of Health

 Contracting Unit

 City, State Zip
 (410) 767-1458

 Phone Number

 Date

D-4B
Minority Business Enterprise Participation
MBE Prime Contractor Report

MBE Prime Contractor:		Contract #: 20-18355 (M00B0600029)	
Certification Number:		Contracting Unit: Maryland Department of Health	
Report #:		Contract Amount:	
Reporting Period (Month/Year):		Total Value of the Work to the Self-Performed for purposes of Meeting the MBE participation goal/subgoals:	
MBE Prime Contractor: Report is due to the MBE Liaison by the 15th of the month following the month the services were provided. Note: Please number reports in sequence			
		Project End Date:	
Contact Person:			
Address:			
City:		State:	ZIP:
Phone:	FAX:	E-mail:	
Invoice Number	Value of the Work	NAICS Code	Description of Specific Products and/or Services

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

Eric Saber

 TO Manager
 201 W Preston St
 Baltimore, MD 21201

 Address
eric.saber@maryland.gov

 Email

 Signature (Required)

Maryland Department of Health

 Contracting Unit

 City, State Zip
 (410) 767-1458

 Phone Number

 Date

D-5
Minority Business Enterprise Participation
MBE Subcontractor Paid/Unpaid Invoice Report

Report #:		Contract #: 20-18355(M00B0600029)			
Reporting Period (Month/Year):		Contracting Unit: Maryland Department of Health			
Report is due by the 15th of the month following the month the services were performed.		MBE Subcontract Amt:			
		Project Begin Date:			
		Project End Date:			
		Services Provided:			
MBE Subcontractor Name:					
MDOT Certification #:					
Contact Person:					
Address:					
City:		State:		ZIP:	
Phone:		FAX:		E-mail:	
Subcontractor Services Provided:					
List all payments received from Prime Contractor during reporting period indicated above.			List dates and amounts of any unpaid invoices over 30 days old.		
	Invoice Amount	Date		Invoice Amount	Date
1.			1.		
2.			2.		
3.			3.		
4.			4.		
Total Dollars Paid: \$			Total Dollars Unpaid: \$		
Prime Contractor:			Contract Person:		

Return one copy of this form to the following addresses (electronic copy with signature and date is preferred):

Eric Saber

 TO Manager
 201 W Preston St
 Baltimore, MD 21201

 Address
eric.saber@maryland.gov

 Email

 Signature (Required)

Maryland Department of Health

 Contracting Unit

 City, State Zip
 (410) 767-1458

 Phone Number

 Date

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

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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

- 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, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and

Employment Article, §3-413. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.

- H. A Contractor/subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.
- I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml> and clicking on Living Wage for State Service Contracts.

F-1 Maryland Living Wage Requirements Affidavit of Agreement

Contract No. 20-18355 (M00B0600029)

Name of Contractor:

Address:

If the Contract Is Exempt from the Living Wage Law

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

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

If the Contract Is a Living Wage Contract

- A. The Undersigned, being an authorized representative of the above-named Contractor, hereby affirms its commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and ensure that its subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.
- B. _____ (initial here if applicable) The Offeror affirms it has no covered employees for the following reasons: (check all that apply):
 - The employee(s) proposed to work on the contract will spend less than one-half of the employee’s time during any work week on the contract
 - The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or
 - The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

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

Name of Authorized Representative:

Signature of Authorized Representative : _____ Date: _____

Title:

Witness Name (Typed or Printed) _____

Witness Signature: _____ Date: _____

SUBMIT THIS AFFIDAVIT WITH PROPOSAL

Attachment G. Federal Funds Attachments

A Summary of Certain Federal Fund Requirements and Restrictions

1. Form and rule enclosed: 18 U.S.C. 1913 and Section 1352 of P.L. 101-121 require that all prospective and present sub-grantees (this includes all levels of funding) who receive more than \$100,000 in federal funds must submit the form "Certification Against Lobbying." It assures, generally, that recipients will not lobby federal entities with federal funds, and that, as is required, they will disclose other lobbying on form SF- LLL.
2. Form and instructions enclosed: "Form LLL, Disclosure of Lobbying Activities" must be submitted by those receiving more than \$100,000 in federal funds, to disclose any lobbying of federal entities (a) with profits from federal contracts or (b) funded with nonfederal funds.
3. Form and summary of Act enclosed: Sub-recipients of federal funds on any level must complete a "Certification Regarding Environmental Tobacco Smoke," required by Public Law 103-227, the Pro-Children Act of 1994. Such law prohibits smoking in any portion of any indoor facility owned or leased or contracted for regular provision of health, day care, early childhood development, education, or library services for children under the age of 18. Such language must be included in the conditions of award (they are included in the certification, which may be part of such conditions.) This does not apply to those solely receiving Medicaid or Medicare, or facilities where WIC coupons are redeemed.
4. In addition, federal law requires that:
 - A) Title 2 of the Code of Federal Regulations (CFR) 200, specifically Subpart D, requires that grantees (both recipients and sub-recipients) which expend a total of \$750,000 in federal assistance shall have a single or program-specific audit conducted for that year in accordance with the provisions of the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156 and Title 2 CFR 200, Subpart D. All sub-grantee audit reports performed in compliance with Title 2 CFR 200 shall be forwarded within 30 days of report issuance to the TO Manager.
 - B) All sub-recipients of federal funds comply with Sections 503 and 504 of the Rehabilitation Act of 1973, the conditions of which are summarized in item (C).
 - C) Recipients of \$10,000 or more (on any level) must include in their contract language the requirements of Sections 503 (language specified) and 504 referenced in item (B).

Section 503 of the Rehabilitation Act of 1973, as amended, requires recipients to take affirmative action to employ and advance in employment qualified disabled people. An affirmative action program must be prepared and maintained by all contractors with 50 or more employees and one or more federal contracts of \$50,000 or more.

This clause must appear in subcontracts of \$10,000 or more:

- 1) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 2) The contractor agrees to comply with the rules, regulations, and relevant orders of the secretary of labor issued pursuant to the act.
- 3) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the secretary of labor issued pursuant to the act.

- 4) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting office. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- 5) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- 6) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the [federal] secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 791 *et seq.*) prohibits discrimination on the basis of handicap in all federally assisted programs and activities. It requires the analysis and making of any changes needed in three general areas of operation- programs, activities, and facilities and employment. It states, among other things, that:

Grantees that provide health ... services should undertake tasks such as ensuring emergency treatment for the hearing impaired and making certain that persons with impaired sensory or speaking skills are not denied effective notice with regard to benefits, services, and waivers of rights or consents to treatments.

- D) All sub-recipients comply with Title VI of the Civil Rights Act of 1964 that they must not discriminate in participation by race, color, or national origin.
- E) All sub-recipients of federal funds from SAMHSA (Substance Abuse and Mental Health Services Administration) or NIH (National Institute of Health) are prohibited from paying any direct salary at a rate more than Executive Level II of the Federal Executive pay scale, per year. (This includes, but is not limited to, sub-recipients of the Substance Abuse Prevention and Treatment and the Community Mental Health Block Grants and NIH research grants.)
- F) There may be no discrimination on the basis of age, according to the requirements of the Age Discrimination Act of 1975.
- G) For any education program, as required by Title IX of the Education Amendments of 1972, there may be no discrimination on the basis of sex.
- H) For research projects, a form for Protection of Human Subjects (Assurance/ Certification/ Declaration) should be completed by each level funded, assuring that either: (1) there are no human subjects involved, or (2) an Institutional Review Board (IRB) has given its formal approval before human subjects are involved in research. [This is normally performed during the application process rather than after the award is made, as with other assurances and certifications.]
- I) In addition, there are conditions, requirements, and restrictions which apply only to specific sources of federal funding. These should be included in your grant/contract documents when applicable.

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**G-1
CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Award No.20-18355 (M00B0600029)	Organizational Entry
Name and Title of Official Signing for Organizational Entry	Telephone No. Of Signing Official
Signature of Above Official	Date Signed

**G-2
 DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. Contract <input type="checkbox"/> b. Grant <input type="checkbox"/> c. Cooperative Agreement <input type="checkbox"/> d. Loan <input type="checkbox"/> e. Loan guarantee <input type="checkbox"/> f. Loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. Initial award <input type="checkbox"/> c. Post-award	3. Report Type: <input type="checkbox"/> a. Initial filing <input type="checkbox"/> b. Material change For Material Change Only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, <i>if known</i> : _____		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, <i>if known</i> : _____
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> _____	b. Individuals Performing Services <i>(including address if different from No. 10a) (last name, first name, MI):</i> _____	
11. Amount of Payment <i>(check all that apply)</i> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment <i>(check all that apply)</i> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
12. Form of Payment <i>(check all that apply)</i> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind, specify: nature: _____ value: _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) SF-LLLA, if necessary)		
15. Continuation Sheet(s) SF-LLLA attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
11. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
12. The certifying official shall sign and date the form and print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**G-3
CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, also known as the Pro Children Act of 1994, Part C Environmental Tobacco Smoke, requires that smoking not be permitted in any portion of any indoor facility owned, or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children’s services that are provided in indoor facilities that are constructed, operated or maintained with such federal funds. The law does not apply to children’s services provided in private residences, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole sources of applicable federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the Offeror/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for children’s services and that all sub-recipients shall certify accordingly.

Signature of Authorized Certifying Individual

Attachment H. Conflict of Interest Affidavit and Disclosure

Reference COMAR 21.05.08.08

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

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

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

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

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

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

Date: _____ By: _____

(Authorized Representative and Affiant)

SUBMIT THIS AFFIDAVIT WITH Bid/PROPOSAL

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 (Maryland Department of Health) (the “Department”), and _____ (the “TO Contractor”).

RECITALS

WHEREAS, the TO Contractor has been awarded a contract (the “TO Agreement”) following the solicitation for LTSS System Software Development & Business Process Support Solicitation # 20-18355 (M00B0600029); and

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

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

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

former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).

6. The TO Contractor shall, at its own expense, return to the 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, by their duly authorized representatives, executed this Agreement as of the day and year first above written.

TO Contractor: _____

MDH _____

By: _____
(seal)

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

I-3 NON-DISCLOSURE AGREEMENT

CERTIFICATION TO ACCOMPANY RETURN OR DELETION OF CONFIDENTIAL INFORMATION

I AFFIRM THAT:

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

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

DATE: _____

NAME OF TO CONTRACTOR: _____

BY: _____
(Signature)

TITLE: _____
(Authorized Representative and Affiant)

Attachment J. HIPAA Business Associate Agreement

J-1 BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “Agreement”) is made by and between the Maryland Department of Health (the “Department”) and _____ (hereinafter known as “Business Associate”). Covered Entity and Business Associate shall collectively be known herein as the “Parties.”

WHEREAS, Covered Entity has a business relationship with Business Associate that is memorialized in a separate agreement (the “Underlying Agreement”) pursuant to which Business Associate may be considered a “business associate” of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996 including all pertinent privacy regulations (45 C.F.R. Parts 160 and 164) and security regulations (45 C.F.R. Parts 160, 162, and 164), as amended from time to time, issued by the U.S. Department of Health and Human Services as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5) (collectively, “HIPAA”); and

WHEREAS, the nature of the contractual relationship between Covered Entity and Business Associate may involve the exchange of Protected Health Information (“PHI”) as that term is defined under HIPAA; and

WHEREAS, for good and lawful consideration as set forth in the Underlying Agreement, Covered Entity and Business Associate enter into this Agreement for the purpose of ensuring compliance with the requirements of HIPAA and the Maryland Confidentiality of Medical Records Act (Md. Ann. Code, Health-General §§ 4-301 et seq.) (“MCMRA”); and

WHEREAS, this Agreement supersedes and replaces any and all Business Associate Agreements the Covered Entity and Business Associate may have entered into prior to the date hereof;

NOW THEREFORE, the premises having been considered and with acknowledgment of the mutual promises and of other good and valuable consideration herein contained, the Parties, intending to be legally bound, hereby agree as follows:

I. DEFINITIONS.

- A. Catch-all definition. The following terms used in this Agreement, whether capitalized or not, shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, subcontractor, Unsecured Protected Health Information, and Use.
- B. Specific definitions:
 - 1. **Business Associate.** “Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. 160.103, and in reference to the party to this agreement, shall mean _____ (offerorCompanyName).
 - 2. **Covered Entity.** “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. § 160.103, and in reference to the party to this agreement, shall mean Maryland Department of Health.
 - 3. **HIPAA Rules.** “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and Part 164.
 - 4. **Protected Health Information (“PHI”).** Protected Health Information or “PHI” shall generally have the same meaning as the term “protected health information” at 45 C.F.R. § 160.103.

II. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE.

- A. Business Associate may only use or disclose PHI as necessary to perform the services set forth in the Underlying Agreement or as required by law.

- B. Business Associate agrees to make uses, disclosures, and requests for PHI consistent with Covered Entity's policies and procedures regarding minimum necessary use of PHI.
- C. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity.
- D. Business Associate may, if directed to do so in writing by Covered Entity, create a limited data set, as defined at 45 CFR 164.514(e)(2), for use in public health, research, or health care operations. Any such limited data sets shall omit any of the identifying information listed in 45 CFR § 164.514(e)(2). Business Associate will enter into a valid, HIPAA-compliant Data Use Agreement, as described in 45 CFR § 164.514(e)(4), with the limited data set recipient. Business Associate will report any material breach or violation of the data use agreement to Covered Entity immediately after it becomes aware of any such material breach or violation.
- E. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration, or legal responsibilities of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- F. The Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual pursuant to §§13405(d)(1) and (2) of the HITECH Act. This prohibition does not apply to the State's payment of Business Associate for its performance pursuant to the Underlying Agreement.
- G. The Business Associate shall comply with the limitations on marketing and fundraising communications provided in §13406 of the HITECH Act in connection with any PHI of Individuals.

III. DUTIES OF BUSINESS ASSOCIATE RELATIVE TO PHI.

- A. Business Associate agrees that it will not use or disclose PHI other than as permitted or required by the Agreement or as Required by Law.
- B. Business Associate agrees to use appropriate administrative, technical and physical safeguards to protect the privacy of PHI.
- C. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement.
- D1. Business Associate agrees to Report to Covered Entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured PHI as required by 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware without reasonable delay, and in no case later than fifteen calendar days after the use or disclosure;
- 2. If the use or disclosure amounts to a breach of unsecured PHI, the Business Associate shall ensure its report:
 - a. Is made to Covered Entity without unreasonable delay and in no case later than fifteen (15) calendar days after the incident constituting the Breach is first known, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. For purposes of clarity for this Section III.D.1, Business Associate must notify Covered Entity of an incident involving the acquisition, access, use or disclosure of PHI in a manner not permitted under 45 C.F.R. Part E within fifteen (15) calendar days after an incident even if Business Associate has not conclusively determined within that time that the incident constitutes a Breach as defined by HIPAA;
 - b. Includes the names of the Individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach;
 - c. Is in substantially the same form as **ATTACHMENT J-1** attached hereto; and

- d. Includes a draft letter for the Covered Entity to utilize to notify the affected Individuals that their Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach that includes, to the extent possible:
 - i. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - ii. A description of the types of Unsecured PHI that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, disability code, or other types of information that were involved);
 - iii. Any steps the affected Individuals should take to protect themselves from potential harm resulting from the Breach;
 - iv. A brief description of what the Covered Entity and Business Associate are doing to investigate the Breach, mitigate losses, and protect against any further Breaches; and
 - v. Contact procedures for the affected Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.
- e. To the extent permitted by the Underlying Agreement, Business Associate may use agents and subcontractors. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2) shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information, Business Associate must enter into Business Associate Agreements with subcontractors as required by HIPAA;
- f. Business Associate agrees it will make available PHI in a designated record set to the Covered Entity, or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524, including, if requested, a copy in electronic format;
- g. Business Associate agrees it will make any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526;
- h. Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to the Covered Entity or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528;
- i. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s);
- j. Business Associate agrees to make its internal practices, books, and records, including PHI, available to the Covered Entity and/or the Secretary for purposes of determining compliance with the HIPAA Rules.
- k. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

IV. TERM AND TERMINATION

- A. Term. The Term of this Agreement shall be effective as of the effective date of the TO Agreement entered into following the solicitation for LTSS System Software Development & Business Process Support, Solicitation # 20-18355 (M00B0600029), and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, in accordance with the termination provisions in this Section IV, or on the date the Covered Entity terminates for cause as authorized in paragraph B of this Section, whichever is sooner. If it is impossible to return or destroy all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, Business Associate's obligations under

this contract shall be ongoing with respect to that information, unless and until a separate written agreement regarding that information is entered into with Covered Entity.

- B. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall:
1. Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, terminate this Agreement; or
 2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered entity determines or reasonably believes that cure is not possible.
- C. Effect of Termination.
1. Upon termination of this Agreement, for any reason, Business Associate shall return or, if agreed to by Covered Entity, destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.
 2. Should Business Associate make an intentional or grossly negligent Breach of PHI in violation of this Agreement or HIPAA or an intentional or grossly negligent disclosure of information protected by the Maryland Confidentiality of Medical Records Act (MCMRA), Covered Entity shall have the right to immediately terminate any contract, other than this Agreement, then in force between the Parties, including the Underlying Agreement.
- D. Survival. The obligations of Business Associate under this Section shall survive the termination of this agreement.

V. CONSIDERATION

Business Associate recognizes that the promises it has made in this Agreement shall, henceforth, be detrimentally relied upon by Covered entity in choosing to continue or commence a business relationship with Business Associate.

VI. REMEDIES IN EVENT OF BREACH

Business Associate hereby recognizes that irreparable harm will result to Covered Entity, and the business of Covered Entity, in the event of breach by Business Associate of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained in Sections II or III above, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of Sections II or III. Furthermore, in the event of breach of Sections II or III by Business Associate, Covered Entity is entitled to reimbursement and indemnification from Business Associate for Covered Entity's reasonable attorneys' fees and expenses and costs that were reasonably incurred as a proximate result of Business Associate's breach. The remedies contained in this Section VI shall be in addition to, not in lieu of, any action for damages and/or any other remedy Covered Entity may have for breach of any part of this Agreement or the Underlying Agreement or which may be available to Covered Entity at law or in equity.

VII. MODIFICATION; AMENDMENT

This Agreement may only be modified or amended through a writing signed by the Parties and, thus, no oral modification or amendment hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA rules and any other applicable law.

VIII. INTERPRETATION OF THIS AGREEMENT IN RELATION TO OTHER AGREEMENTS BETWEEN THE PARTIES

Should there be any conflict between the language of this Agreement and any other contract entered into between the Parties (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement shall control and prevail unless the parties specifically refer in a subsequent written agreement to this Agreement by its title and date and specifically state that the provisions of the later written agreement shall control over this Agreement.

IX. COMPLIANCE WITH STATE LAW

The Business Associate acknowledges that by accepting the PHI from Covered Entity, it becomes a holder of medical information under the MCMRA and is subject to the provisions of that law. If the HIPAA Privacy or Security Rules and the MCMRA conflict regarding the degree of protection provided for PHI, Business Associate shall comply with the more restrictive protection requirement.

X. MISCELLANEOUS

- A. Ambiguity. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules.
- B. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- C. Notice to Covered Entity. Any notice required under this Agreement to be given Covered Entity shall be made in writing to:

Name: Ramiiek James, Esquire
Privacy Officer & Compliance analyst
MDH/Office of the Inspector General
201 W. Preston Street – Floor 5
Baltimore, Maryland 21201-2301

E-mail: ramiek.james@maryland.gov

Phone: 410-767-5411

- D. Notice to Business Associate. Any notice required under this Agreement to be given Business Associate shall be made in writing to:

Address: _____

Attention: _____

Phone: _____

- E. Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this contract shall survive termination or expiration of this Agreement and continue in full force and effect.
- F. Severability. If any term contained in this Agreement is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Agreement, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.
- G. Terms. All of the terms of this Agreement are contractual and not merely recitals and none may be amended or modified except by a writing executed by all parties hereto.
- H. Priority. This Agreement supersedes and renders null and void any and all prior written or oral undertakings or agreements between the parties regarding the subject matter hereof.

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

J-1
FORM OF NOTIFICATION TO COVERED ENTITY OF BREACH OF UNSECURED PHI

This notification is made pursuant to Section III.D(3) of the Business Associate Agreement between Maryland Department of Health and _____ (Business Associate).

Business Associate hereby notifies Maryland Department of Health that there has been a breach of unsecured (unencrypted) protected health information (PHI) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the breach:

Date of the breach: _____ Date of discovery of the breach: _____

Does the breach involve 500 or more individuals? Yes/No If yes, do the people live in multiple states? Yes/No

Number of individuals affected by the breach: _____

Names of individuals affected by the breach: (attach list)

The types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code):

Description of what Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches:

Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address: _____

E-mail Address: _____

Phone Number: _____

Attachment K. Mercury Affidavit

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Attachment L. Location of the Performance of Services Disclosure

(submit with Proposal)

Pursuant to Md. Ann. Code, State Finance and Procurement Article, § 12-111, and in conjunction with the Proposal submitted in response to Solicitation No. 20-18355 (M00B0600029), the following disclosures are hereby made:

1. At the time of Proposal submission, the Offeror and/or its proposed subcontractors:

- ___ have plans
- ___ have no plans

to perform any services required under the TO Agreement outside of the United States.

2. If services required under the contract are anticipated to be performed outside the United States by either the Offeror or its proposed subcontractors, the Offeror shall answer the following (attach additional pages if necessary):

a. Location(s) services will be performed:

b. Reasons why it is necessary or advantageous to perform services outside the United States:

The undersigned, being an authorized representative of the Offeror, hereby affirms that the contents of this disclosure are true to the best of my knowledge, information, and belief.

Date: _____

Offeror Name:

By: _____

Name:

Title:

Please be advised that the Department may contract for services provided outside of the United States if: the services are not available in the United States; the price of services in the United States exceeds by an unreasonable amount the price of services provided outside the United States; or the quality of services in the United States is substantially less than the quality of comparably priced services provided outside the United States.

Attachment M. Task Order

CATS+ TORFP# 20-18355 (M00B0600029) 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, Maryland Department of Health (MDH or the “Department”).

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means Maryland Department of Health, as identified in the CATS+ TORFP # 20-18355 (M00B0600029).
 - b. “CATS+ TORFP” means the Task Order Request for Proposals # 20-18355 (M00B0600029), 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 MDH and TO Contractor.
 - f. “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g. “TO Manager” means TO Manager. 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 3 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:

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

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

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the term of this TO Agreement shall commence as of _____ and expire on _____. At the sole option of the State, this TO Agreement may be extended for two (2) one-year periods for a total TO Agreement period ending on _____.

4. Consideration and Payment

4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS+ TORFP and shall not exceed \$_____. 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 Department’s receipt of a proper invoice for services provided by the TO Contractor, acceptance by the Department of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.

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

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

5. Liquidated Damages

5.1 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.

5.2 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): \$35.00 per day until the monthly report is submitted as required.
- (b) Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): \$90.00 per MBE subcontractor.
- (c) Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and 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.

5.3 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: Robert Neall, Secretary
Maryland Department of Health

Date

Witness: _____

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

Assistant Attorney General

MDH/OPASS: 20-18355 / M00B0600029

Attachment P. Certification Regarding Investments in Iran

Authority: State Finance & Procurement, §§17-701 – 17-707, Annotated Code of Maryland [Chapter 447, Laws of 2012.]

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

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

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

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

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

CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

Appendix 1. – Abbreviations and Definitions

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

- A. Application Program Interface (API) - Code that allows two software programs to communicate with each other
- B. 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
- C. Access - The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any information system resource
- D. 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).
- E. COMAR – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
- F. Data Breach – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data
- G. Effective Date - The date of mutual TO Agreement execution by the parties
- H. Information System – A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
- I. Information Technology (IT) – All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services
- J. 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**.
- K. 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.
- L. Maryland Department of Health or (MDH or the “Department”)
- 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 – 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 or modified versions or backup copies of the Software licensed to the State by TO Contractor or an authorized distributor.
 - Z. State – The State of Maryland.
 - AA. 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.
 - BB. 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
- CC. Task Order (TO) – The scope of work described in this TORFP.
- DD. 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**.
- EE. 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.
- FF. TO Proposal – As appropriate, either or both of an Offeror’s TO Technical or TO Financial Proposal.
- GG. Technical Safeguards – The technology and the policy and procedures for its use that protect State Data and control access to it.
- HH. Third-Party Software – Software and supporting documentation that:
- 1) are owned by a third party, not by the State, the TO Contractor, or a subcontractor,
 - 2) are included in, or necessary or helpful to the operation, maintenance, support or modification of the Solution; and
 - 3) were specifically identified and listed as Third-Party Software in the Proposal.
- II. Total Proposal Price - The Offeror’s total proposed price for services in response to this solicitation, included in the TO Financial Proposal with **Attachment B** – TO Financial Proposal Form, and used in the financial evaluation of Proposals (see TORFP **Section 5.5**).
- JJ. Upgrade - A new release of any component of the Solution containing major new features, functionality and/or performance improvements.
- KK. 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.
- LL. 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

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

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 20-18355 (M00B0600029) 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 4A LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

CATS+ TORFP # 20-18355 (M00B0600029)

Proposed Individual:	Master Contractor:			CATS+ Labor Category:	
TO Contractor Manager					
Education: <ul style="list-style-type: none"> Bachelor’s Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related discipline. Master’s degree or project management certification is preferred. 	Institution/Address			Degree or Certification	Dates
Generalized Experience: <ul style="list-style-type: none"> At least five (5) years of experience in project management; and Current PMI Certification as a PMP. 	Start	End	Company/Job Title	Relevant Work Experience	
Specialized Experience: <ul style="list-style-type: none"> At least five (5) years of experience in managing IT related projects and must demonstrate a leadership role in at least three (3) successful projects that were delivered on time and on budget. 					
Preferred Experience: <ul style="list-style-type: none"> At least two (2) years of experience in Agile software engineering; and, At least three (3) years of experience developing systems with similar software applications and IT 					

<p>infrastructure as the LTSS system; and,</p> <ul style="list-style-type: none">• Within the last five (5) years, has experience planning, implementing, and project managing software applications and hardware solutions from conception to implementation; and,• At least three (3) years of experience in a management role in the healthcare industry. <p>Provide dates in the format of MM/YY to MM/YY</p>		
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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 4A LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

CATS+ TORFP # 20-18355 (M00B0600029)

Proposed Individual:	Master Contractor:			CATS+ Labor Category:	
Business Analyst Lead					
Education: <ul style="list-style-type: none"> Bachelor’s Degree from an accredited college or university in Computer Science, Systems Analysis, Information Systems or a related field. A Master’s Degree in a related field of information technology is preferred. 	Institution/Address			Degree or Certification	Dates
Generalized Experience: <ul style="list-style-type: none"> A minimum of eight (8) years of experience in information technology systems analysis. 	Start	End	Company/Job Title	Relevant Work Experience	
Specialized Experience: <ul style="list-style-type: none"> At least five (5) years of experience in the design of business applications on complex IT systems. 					
Preferred Experience: <ul style="list-style-type: none"> Five (5) years of experience with current and emerging IT products, services, processes, and methodologies, along with a continuing understanding of the business function and process; and, Five (5) years of experience with requirements elicitation and definition, requirements planning and 					

<p>management, gap analysis, requirement documentation, requirement verification and validation, conducting feasibility studies, preparing business cases, solution assessment and validation; and,</p> <ul style="list-style-type: none">• Three (3) years of experience conducting requirements gathering sessions to develop Use Case deliverables, requirements traceability matrices (RTM) and developing design documents.• Two (2) years of experience with care management systems or other relevant healthcare solutions. <p>(Provide dates in the format of MM/YY to MM/YY)</p>		
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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 4A LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

CATS+ TORFP # 20-18355 (M00B0600029)

Proposed Individual:	Master Contractor:			CATS+ Labor Category:	
Development Lead					
Education: <ul style="list-style-type: none"> Preference for a Bachelor’s or Master’s Degree in Computer Science, Information Systems, or other related field or equivalent work experience. 	Institution/Address			Degree or Certification	Dates
Generalized Experience: <ul style="list-style-type: none"> At least seven (7) years of IT and business/industry work experience. 	Start	End	Company/Job Title	Relevant Work Experience	
Specialized Experience: <ul style="list-style-type: none"> At least three (3) years as Technical expert in IT organization. 					
Preferred Experience: <ul style="list-style-type: none"> Five (5) years of experience in Agile software engineering; and, Five (5) years of experience in requirement analysis, forming technical design documents, developing software, unit testing, system testing, and the creation of implementation plans for complex projects. Two (2) years of experience with applications lifecycle management tool; and, 					

<ul style="list-style-type: none">• Two (2) years of experience with care management systems or other relevant healthcare solutions; and,• Two (2) years of experience with development and implementation of EDI HIPAA X12 transactions. <p>(Provide dates in the format of MM/YY to MM/YY)</p>		
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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 4A LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

CATS+ TORFP # 20-18355 (M00B0600029)

Proposed Individual:	Master Contractor:			CATS+ Labor Category:	
Quality Assurance (QA) Lead					
Education: <ul style="list-style-type: none"> A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree is preferred. 	Institution/Address			Degree or Certification	Dates
Generalized Experience: <ul style="list-style-type: none"> Must have six (6) years of experience in quality assurance and quality control. 	Start	End	Company/Job Title	Relevant Work Experience	
Specialized Experience: <ul style="list-style-type: none"> At least three (3) years of experience in verification and validation, software testing and integration, software metrics and their application to software quality assessment. 					
Preferred Experience: <ul style="list-style-type: none"> At least two (2) successful projects managing the testing of large-scale software development solutions (provide references and contact information); and, 					

<ul style="list-style-type: none">• Two (2) years of experience in testing management; and,• Five (5) years of experience working with quality control methods and tools.• Two (2) years of experience with application to software quality assessment; and,• Two (2) years of experience with applications lifecycle management tool; and,• One (1) years of experience with care management systems or other relevant healthcare solutions. <p>(Provide dates in the format of MM/YY to MM/YY)</p>		
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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 4 LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

CATS+ TORFP # 20-18355 (M00B0600029)

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 1 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