

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

**LONG TERM SUPPORTS SYSTEM (LTSS)/ IN HOME  
SUPPORTS ASSURANCE SYSTEM (ISAS)  
TECHNICAL INFRASTRUCTURE SUPPORT**

CATS+ TORFP # M00B4400665  
DHMH/OPASS 14-14127



Department of Health and Mental Hygiene (DHMH)

Issue Date: May 21, 2019

SMALL BUSINESS RESERVE ONLY

NOTICE TO BIDDERS/OFFERORS  
SMALL BUSINESS RESERVE SOLICITATION

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

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

- A. It is independently owned and operated;
- B. It is not a subsidiary of another business;
- C. It is not dominant in its field of operation; and
- D. Either:
  - (1) With respect to employees:
    - (a) Its wholesale operations did not employ more than 50 persons in its most recently completed 3 fiscal years;
    - (b) Its retail operations did not employ more than 25 persons in its most recently completed 3 fiscal years;
    - (c) Its manufacturing operations did not employ more than 100 persons in its most recently completed 3 fiscal years;
    - (d) Its service operations did not employ more than 100 persons in its most recently completed 3 fiscal years;
    - (e) Its construction operations did not employ more than 50 persons in its most recently completed 3 fiscal years; and
    - (f) The architectural and engineering services of the business did not employ more than 100 persons in its most recently completed 3 fiscal years; or
  - (2) With respect to gross sales:
    - (a) The gross sales of its wholesale operations did not exceed an average of \$4,000,000 in its most recently completed 3 fiscal years;
    - (b) The gross sales of its retail operations did not exceed an average of \$3,000,000 in its most recently completed 3 fiscal years;
    - (c) The gross sales of its manufacturing operations did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;
    - (d) The gross sales of its service operations did not exceed an average of \$10,000,000 in its most recently completed 3 fiscal years;
    - (e) The gross sales of its construction operations did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years; and
    - (f) The gross sales of its architectural and engineering operations did not exceed an average of \$4,500,000 in its most recently completed 3 fiscal years.

Note: If a business has not existed for 3 years, the employment and gross sales average or averages shall be the average for each year or part of a year during which the business has been in existence. Further information on the certification process is available at eMaryland Marketplace.

# TABLE OF CONTENTS

**KEY INFORMATION SUMMARY SHEET ..... 5**

**SECTION 1 - ADMINISTRATIVE INFORMATION ..... 6**

1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT .....6

1.2 ROLES AND RESPONSIBILITIES .....6

1.3 TO AGREEMENT .....7

1.4 TO PROPOSAL SUBMISSIONS .....7

1.5 ORAL PRESENTATIONS/INTERVIEWS .....7

1.6 QUESTIONS .....7

1.7 TO PRE-PROPOSAL CONFERENCE .....7

1.8 CONFLICT OF INTEREST .....7

1.9 LIMITATION OF LIABILITY .....8

1.10 CHANGE ORDERS .....8

1.11 TRAVEL REIMBURSEMENT .....8

1.12 MINORITY BUSINESS ENTERPRISE (MBE) .....8

1.14 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE) .....8

1.14.1 NON DISCLOSURE AGREEMENT .....8

1.15 LIVING WAGE .....8

1.16 IRANIAN NON-INVESTMENT .....9

1.17 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES .....9

1.18 MERCURY AND PRODUCTS THAT CONTAIN MERCURY .....9

1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS .....9

**SECTION 2 - SCOPE OF WORK ..... 10**

2.1 PURPOSE .....10

2.2 REQUESTING AGENCY BACKGROUND .....10

2.3 PROJECT BACKGROUND .....10

2.4 PROFESSIONAL DEVELOPMENT .....11

2.5 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES .....11

2.6 REQUIREMENTS .....11

2.7 PERFORMANCE AND PERSONNEL .....16

2.8 DELIVERABLES .....18

2.9 MINIMUM QUALIFICATIONS .....21

2.10 TO CONTRACTOR AND PERSONNEL OTHER REQUIREMENTS .....22

2.11 RETAINAGE .....22

2.12 INVOICING .....22

2.13 WORK ORDER PROCESS .....24

**SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS ..... 25**

3.1 REQUIRED RESPONSE .....25

3.2 SUBMISSION .....25

3.3 SUMMARY OF ATTACHMENTS .....25

3.4 PROPOSAL FORMAT .....26

**SECTION 4 - TASK ORDER AWARD PROCESS..... 29**

4.1 OVERVIEW .....29

4.2 TO PROPOSAL EVALUATION CRITERIA.....29

4.3 SELECTION PROCEDURES.....29

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT .....30

**LIST OF ATTACHMENTS ..... 31**

**ATTACHMENT 1 PRICE SHEET ..... 32**

ATTACHMENT 1 CODE OF MARYLAND REGULATIONS (COMAR).....34

**ATTACHMENT 2 MINORITY BUSINESS ENTERPRISE FORMS..... 36**

**ATTACHMENT 3 TASK ORDER AGREEMENT..... 37**

**ATTACHMENT 4 CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE ..... 40**

**ATTACHMENT 5 LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (INSTRUCTIONS) ..... 41**

ATTACHMENT 5 FORM LC1 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY.....42

ATTACHMENT 5 FORM LC1 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (CONTINUED).....43

ATTACHMENT 5 A .....44

**ATTACHMENT 6 PRE-PROPOSAL CONFERENCE DIRECTIONS..... 45**

**ATTACHMENT 7 NOTICE TO PROCEED (SAMPLE)..... 46**

**ATTACHMENT 8 AGENCY RECEIPT OF DELIVERABLE FORM ..... 47**

**ATTACHMENT 9 AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM..... 48**

**ATTACHMENT 10 NON-DISCLOSURE AGREEMENT (OFFEROR) ..... 49**

**ATTACHMENT 11 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR) ..... 51**

**ATTACHMENT 12 TO CONTRACTOR SELF-REPORTING CHECKLIST ..... 55**

**ATTACHMENT 13 LIVING WAGE AFFIDAVIT OF AGREEMENT..... 57**

**ATTACHMENT 14 MERCURY AFFIDAVIT ..... 58**

**ATTACHMENT 15 STATE OF MARYLAND VETERAN SMALL BUSINESS ENTERPRISE PARTICIPATION (VSBE)..... 59**

**ATTACHMENT 16 CERTIFICATION REGARDING INVESTMENTS IN IRAN..... 60**

**ATTACHMENT 17 SAMPLE WORK ORDER..... 61**

**ATTACHMENT 18 PERFORMANCE EVALUATION FORM ..... 62**

**ATTACHMENT 19 CRIMINAL BACKGROUND CHECK AFFIDAVIT ..... 64**

## KEY INFORMATION SUMMARY SHEET

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

TORFP Title:	Long Term Supports System (LTSS)/ In Home Supports Assurance System (ISAS) Technical Infrastructure Support
TO Project Number (TORFP #):	M00B4400665
Functional Area:	Functional Area 10, IT Management Consulting Services
TORFP Issue Date:	05/21/2014
Questions Due Date and Time:	06/04/2014 at 02:00 PM Local Time
Closing Date and Time:	06/11/14 at 02:00 PM Local Time
TORFP Requesting Agency:	Department of Health and Mental Hygiene (DHMH), Office of Health Services (OHS)
Send Questions and TO Proposals to:	Queen Davis queen.davis@maryland.gov
TO Procurement Officer:	Queen Davis Office Phone Number: 410-767-5335 Office Fax Number: 410-333-5958 e-mail address: queen.davis@maryland.gov
TO Manager:	Susan Harrison Office Phone Number: 410-767-1434 e-mail address:susan.harrison@maryland.gov
TO Type:	Time and Materials
Period of Performance:	Two (2) Base years, with two (2) one-year option years
MBE Goal:	0%
VSBE Goal:	0%
Small Business Reserve (SBR):	Yes
Primary Place of Performance:	201 West Preston Street, Baltimore, MD 21201
TO Pre-proposal Conference:	A pre-proposal conference will not be held.

## SECTION 1 - ADMINISTRATIVE INFORMATION

### 1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT

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

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

### 1.2 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the TO:

- **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.
- **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; ensuring compliance with the terms and conditions of the CATS+ Master Contract.

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

- **TO Contractor** – The CATS+ Master Contractor awarded the TO Agreement. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- **TO Contractor Manager** - TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolve any issues that may arise pertaining to the TO contractor support personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.

The TO Contractor will provide invoices as specified under Section 2.12 Invoicing. The TO Contractor is responsible for making payments to the TO Contractor personnel.

- **TO Contractor Personnel** – Any resource provided by the TO Contractor in support of this TORFP over the course of the TORFP period of performance.
- **Proposed Personnel** – Any individual named in the TO Proposal by the Master Contractor to perform work under the scope of this TORFP. Proposed personnel shall start as of TO Agreement issuance unless specified otherwise.

### **1.3 TO AGREEMENT**

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

### **1.4 TO PROPOSAL SUBMISSIONS**

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail inbox.

### **1.5 ORAL PRESENTATIONS/INTERVIEWS**

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

### **1.6 QUESTIONS**

All questions must be submitted via email to the TO Procurement Officer no later than the date and time indicated in the Key Information Summary Sheet. Answers applicable to all Master Contractors will be distributed to all Master Contractors who are known to have received a copy of the TORFP.

Answers can be considered final and binding only when they have been answered in writing by the State.

### **1.7 TO PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will not be held for this TORFP.

### **1.8 CONFLICT OF INTEREST**

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

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

By submitting a Conflict of Interest Affidavit and Disclosure, the Master Contractor shall be construed as certifying all personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.

## **1.9 LIMITATION OF LIABILITY**

The TO Contractor's liability is limited in accordance with Section 27 of the CATS+ Master Contract. TO Contractor's liability for this TORFP is limited to the total TO Agreement amount.

## **1.10 CHANGE ORDERS**

If the TO Contractor is required to perform work beyond the scope of Section 2 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. No scope of work changes shall be performed until a change order is approved by DoIT and executed by the TO Procurement Officer.

## **1.11 TRAVEL REIMBURSEMENT**

Expenses for travel performed in completing tasks for this TORFP shall not be reimbursed.

## **1.12 MINORITY BUSINESS ENTERPRISE (MBE)**

**1.13 For MBE goal and sub-goal information, reference the Key Information Summary Sheet above. VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)**

**1.14 For VSBE goal information, reference the Key Information Summary Sheet above, representing the percentage of total fees paid for services under this TO.NON-DISCLOSURE AGREEMENT**

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

A reading room is currently not anticipated for this TORFP, however in the event that the need arises, the following applies:

Certain system documentation may be available for potential Offerors to review at a reading room at DHMH's address: 201 West Preston Street, Baltimore, MD 21201. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

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

Certain system documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 11.

## **1.15 LIVING WAGE**

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



All TO Proposals shall be accompanied by a completed Living Wage Affidavit of Agreement, Attachment 13 of this TORFP.

#### **1.16 IRANIAN NON-INVESTMENT**

All TO Proposals shall be accompanied by a completed Certification Regarding Investments in Iran, Attachment 16 of this TORFP.

#### **1.17 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES**

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

Attachment 12 is a sample of the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the 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.

#### **1.18 MERCURY AND PRODUCTS THAT CONTAIN MERCURY**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

#### **1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

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## SECTION 2 - SCOPE OF WORK

### 2.1 PURPOSE

The DHMH is issuing this CATS+ TORFP to obtain the services of one (1) Master Contractor to provide technical infrastructure support and staffing for the LTSS/ISAS project. The Master Contractor shall provide skilled resources to provide system infrastructure and technical support for the LTSS/ISAS system. The Master Contractor's Team shall include one (1) named Technical Project Manager (required) and one (1) Senior Network Engineer and one (1) Junior Network Engineer. The Senior and Junior Engineer shall be provided needed via Work Orders. In addition, other resources may be necessary to support the delivery of Work Orders.

*DHMH* expects one (1) resource to be available as of the start date specified in the Notice To Proceed (NTP).

### 2.2 REQUESTING AGENCY BACKGROUND

Within the DHMH, the Maryland Medicaid program is requesting this TORFP to provide technical infrastructure support to the Medicaid LTSS/ISAS project.

### 2.3 PROJECT BACKGROUND

LTSS is a care management system which when fully implemented will have 10,000 active Plans of Service. Maryland is currently embarking on a transformation of its LTSS. As programs change and evolve, the need for flexible, responsive technology to manage large volumes of data related to participant application, enrollment, and participation in LTSS is vital to the success of the programs. Federal requirements for quality monitoring and assurance cannot be met without technology support to gather, manage, and analyze data. To meet the need for technology, DHMH has developed multiple IT systems that now require integration. A contract has been established with a Contractor to complete the work of integrating existing systems and develop new functionality required to implement opportunities offered through the Affordable Care Act (ACA).

ISAS enables the Maryland Medicaid Program to monitor the delivery of in-home services to eligible Medicaid participants to ensure that services are provided according to the participant's plan of service and by an authorized service provider. Components of ISAS include a phone verification system, a backend interface with external systems, and a web interface providing access to service delivery data to authorized personnel for reporting purposes.

To access the phone verification system providers dial into a toll free number, provide their identifying information, and upon successful authorization the service start time and end time is recorded. The phone verification system utilizes the following voice biometric and location based technologies in order to authenticate service delivery.

The system is hosted and supported by a vendor. In addition, State staff support the system programmatically.

## 2.4 PROFESSIONAL DEVELOPMENT

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

## 2.5 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall comply with all applicable laws, regulations, policies, standards, and guidelines affecting information technology (IT) and technology projects, which may be created or changed periodically.

The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting security and technology project execution.

The following policies, guidelines and methodologies can be found at the DoIT site (<http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>). These may include, but are not limited to:

- The State of Maryland System Development Life Cycle (SDLC) methodology
- The State of Maryland IT Security Policy and Standards
- The State of Maryland IT Non-Visual Access Standards
- The TO Contractor shall follow project management methodologies consistent with the Project Management Institute's Project Management Body of Knowledge Guide.
- TO Contractor assigned personnel shall follow a consistent methodology for all TO activities.

## 2.6 REQUIREMENTS

### 2.6.1 FUNCTIONAL / BUSINESS REQUIREMENTS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

Functional requirements relate to what business processes shall be provided or supported under the TO.

### 2.6.2 TECHNICAL REQUIREMENTS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

### 2.6.3 NON-FUNCTIONAL, NON-TECHNICAL REQUIREMENTS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

### 2.6.4 TO CONTRACTOR RESPONSIBILITIES

The TO Contractor shall provide staffing and resources to fully supply the following services as identified in Section 2.6 Requirements:

- Staffing to support personnel requirements as described in Section 2.6.5
- Technical Support Services
- Ability to provide continuity of personnel over the duration of the contract
- Ability to provide backup personnel in support of contract

- Ability to provide a staff plan that demonstrates an understanding of the relationship with the Department

**2.6.5 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES**

At a minimum, Technical Project Manager under this TORFP shall perform the following:

Recurring Daily / Weekly / Monthly Duties include:

2.6.5.1	Become thoroughly knowledgeable on all aspects of the Project including technical knowledge of software applications being utilized by the project.
2.6.5.2	Provide guidance and oversight on all aspects of the LTSS/ISAS System (Data Warehouse, Portal, Integration, Development, Conversion, Configuration Management and others). Provide guidance on technical aspects of the project to include: <ul style="list-style-type: none"> <li>• Technical Architecture (Hardware, System Security, Data Warehouse, Portal, Network and etc.)</li> <li>• Programming Standards and Guidelines in compliance with State of Maryland</li> <li>• Development methodology, frameworks and project tools</li> <li>• LTSS/ISAS System Technical requirements analysis and management</li> </ul>
2.6.5.3	Perform Technical Project Management consistent with PMI and PMBOK principles of project management and the State of Maryland SDLC.
2.6.5.4	Perform LTSS/ISAS IT Technical Systems Analysis
2.6.5.5	Review and provide input and updates to the <i>Work Breakdown Structure (WBS)</i> consistent with PMBOK standards for all project work.
2.6.5.6	Review and provide input and updates to the <i>Integrated Master Schedule</i> based on the WBS and usable for tracking project activities. <ul style="list-style-type: none"> <li>• This schedule shall include all project management, Agency and TO Contractor activities in sufficient detail to manage the project.</li> <li>• The schedule shall include milestones, deliverables, periods of performance, degrees of completion, and assigned resources for all project activities.</li> <li>• The activities duration in the master schedule shall be at the appropriate level of granularity to manage and track project progress.</li> </ul>
2.6.5.7	Review and provide input and updates to the <i>Communications Management Plan</i> for all project stakeholders. <ul style="list-style-type: none"> <li>• Include stakeholder contact list, distribution structure, description of information to be disseminated, schedule listing when information will be produced and method for updating the communications plan.</li> <li>• Ensure all appropriate stakeholders have been identified and their requirements and expectations have been documented and managed within the scope of the project.</li> </ul>
2.6.5.8	Review and provide input and updates to the <i>Risk Management Plan (RMP) and Risk Registry</i> .

	<p>At a minimum the RMP shall:</p> <ul style="list-style-type: none"> <li>• Identify and prioritize potential risks to successful completion of the SDLC Phases.</li> <li>• Incorporate pertinent risk information found in the Master Project Status Report.</li> <li>• Include a Risk Registry of all project risks that will be updated throughout the project.</li> </ul>
2.6.5.9	<p>Develop, document and implement escalation and resolution processes for the project and communicate the process to all stakeholders</p>
2.6.5.10	<p>Ensure the Technical Project Team has created and is updating a <b><i>Deliverable Comments Matrix (DCM)</i></b> for each deliverable or SDLC product provided by each Project Contractor’s primary point of contact.</p> <ul style="list-style-type: none"> <li>• Ensure that the Technical Project Teams review, and coordinate the review among appropriate stakeholders, of project deliverables for completeness and conformance to requirements.</li> <li>• Ensure the Technical Project Team documents resulting issues and questions in the DCM to be resolved by the Development Contractor prior to deliverable acceptance.</li> <li>• Ensure the Technical Project Team reviews subsequent updated versions of deliverables to confirm all issues and questions have been resolved satisfactorily.</li> <li>• The DCM process is part of the Quality Management Plan.</li> </ul>
2.6.5.11	<p>Review and provide input and updates to the <b><i>Change Management Plan</i></b> that describes the process for making changes to project scope, requirements, or cost as necessary. At a minimum, the Change Management Plan shall:</p> <ul style="list-style-type: none"> <li>• Describe the change management and approval processes to include: <ul style="list-style-type: none"> <li>– Coordination with the TO Procurement Officer to define change order scope, cost, and project impact of proposed changes to the project;</li> <li>– Coordination with the TO Manager for review and approval of proposed changes to the project;</li> <li>– Coordination with the Technical Project Team and any Contractors for review and agreement on proposed changes;</li> <li>– Coordination with the TO Manager and any Contractors for documentation and implementation of change orders; and</li> <li>– Project integration management consistent with the PMBOK for approved changes.</li> </ul> </li> <li>• Describe the tools used (e.g., change request form, change order, change log).</li> </ul>
2.6.5.12	<p>Review and provide input and updates of the <b><i>Requirements Traceability Matrix (RTM)</i></b> that describes and provides a numbering system for all project requirements for traceability through testing. The RTM process is part of the Quality Management Plan.</p> <ul style="list-style-type: none"> <li>• The RTM shall include test scenarios and acceptance criteria for all technical and functional requirements.</li> <li>• Ensure that the Project Team participates in requirements development as needed and traces requirements through testing and implementation via updates to the RTM.</li> </ul>

	<ul style="list-style-type: none"> <li>• Ensure that RTM updates are in conjunction with weekly requirements / design reviews.</li> <li>• Work closely with the Project Team and any Contractors to develop or review and update detailed project requirements. Requirements activities may include:             <ul style="list-style-type: none"> <li>– Stakeholder interviews;</li> <li>– Documenting before and after business processes;</li> <li>– Review of existing requirements documentation;</li> <li>– Joint Application Development (JAD) sessions;</li> <li>– COTS software “gap fit analysis”;</li> <li>– Demonstrations of existing similar systems (benchmarking); and</li> <li>– Requirements walkthroughs</li> </ul> </li> </ul>
2.6.5.13	<p>Review and provide input and updates to the <b>Quality Management Plan</b>.</p> <p>At a minimum the QMP shall:</p> <ul style="list-style-type: none"> <li>• Describe the process for quality management of project deliverables via the DCM process.</li> <li>• Describe the process for quality management of requirements using the RTM.</li> <li>• Describe the processes for quality management of testing, software development and configuration management, as applicable.</li> <li>• Develop a written procedure for configuration control for application code promotion.</li> </ul>
2.6.5.14	<p>Ensure creation and ongoing updating of the <b>PM Status Report and Timesheet</b>.</p> <p>At a minimum, the PM Status Report and Timesheet shall:</p> <ul style="list-style-type: none"> <li>• Report on completed and planned project activities for the reporting period,</li> <li>• Highlight schedule deviation from baseline,</li> <li>• Provide schedule updates, progress of work being performed, milestones attained, resources expended,</li> <li>• Document risks, and issues encountered and corrective actions taken</li> <li>• Track project cost and expenditures</li> </ul>
2.6.5.15	<p>Ensure input and ongoing updating to the <b>Master Status Report</b>. Oversee weekly Technical Project Team meetings, to include any Contractors when appropriate.</p> <p>The Master Status Report shall contain sections for the following:</p> <ul style="list-style-type: none"> <li>• Lessons learned from the project and any other pertinent status information.</li> <li>• Design / requirements reviews and discussions on project status.</li> <li>• Project status, risk and issue dispositions for the past week, and planned activities for the week upcoming.</li> <li>• PM activities and needed updates to the Integrated Master Schedule, Master RMP, and RTM.</li> <li>• Performance as measured against the Project Schedule.</li> </ul>
2.6.5.16	<p>Ensure project governance and control according to the Project Management Plan.</p>

	<ul style="list-style-type: none"> <li>• Work with the Technical Project Teams and any Contractors’ technical resources to address schedule variances.</li> <li>• Ensure the documentation of schedule variances in the Integrated Master Schedule and Master Status Report.</li> </ul>
2.6.5.17	<p>Ensure that the Technical Project Teams will collect, organize, store, and manage project documents in a central repository. This includes:</p> <ul style="list-style-type: none"> <li>• Maintaining current and archival files (electronic and paper)</li> <li>• Collecting and distributing information to and from stakeholders</li> <li>• Entering updates into project tracking systems.</li> </ul>
2.6.5.18	<p>Function as a liaison between Agency personnel, project stakeholders, the LTSS/ISAS System Vendor’s technical resources and Technical Project Teams.</p>
2.6.5.19	<p>Assign other minor duties related to project management support to the Technical Project Team. Minor duties may include:</p> <ul style="list-style-type: none"> <li>• Responding to phone calls and email</li> <li>• Making photo copies</li> <li>• Scheduling and attending ad hoc meetings</li> <li>• Engaging in TO performance discussions</li> <li>• Coordinating Development Contractor invoicing</li> <li>• Participating in Independent Verification &amp; Validation (IV&amp;V) assessments.</li> </ul>
2.6.5.20	<p>Other project-related duties as assigned by TO Manager.</p>

Recurring Daily / Weekly / Monthly Duties include:

2.6.5.21	<p>Ensure secure data capture, transfer, and storage for the LTSS/ISAS system.</p>
2.6.5.22	<p>Coordinate, setup and support configuration of multiple system environments (Production, Staging/Test, DR).</p>
2.6.5.23	<p>Identify project tasks and assignments and work with Agency, the LTSS/ISAS Vendor’s technical resources, and Technical Project Teams to resolve workload conflicts.</p>
2.6.5.24	<p>Work closely with the LTSS/ISAS Vendor’s technical resources to develop or review and update detailed project documents.</p> <p>Documents may include:</p> <ul style="list-style-type: none"> <li>• Hardware Evaluation;</li> <li>• Architecture and Technical Strategy Documents;</li> <li>• Design Specification Documents;</li> <li>• Detail Design Documents;</li> <li>• Software Development Document;</li> <li>• Joint Application Development (JAD) Document;</li> <li>• Technical Process Definition and Requirements</li> </ul>

	<ul style="list-style-type: none"> <li>• Security Plan;</li> <li>• Data Conversion Strategy and Plan</li> <li>• Technical Process Definition and Requirements</li> <li>• Data Retention Plan;</li> <li>• Disaster Recovery Plan;</li> <li>• Integration Document;</li> <li>• Implementation Plan;</li> <li>• Operations or System Administration Manual;</li> <li>• Maintenance Manual; and</li> <li>• Release Notes</li> <li>• Root Cause Analysis and Corrective Action Plans</li> <li>• Other documents as defined by the TO Manager</li> </ul>
2.6.5.25	Other project-related duties as assigned by TO Manager.

**2.6.6 SERVICE LEVEL AGREEMENT (SLA)**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

**2.6.7 BACKUP / DISASTER RECOVERY**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

**2.6.8 REQUIREMENTS FOR HARDWARE, SOFTWARE, AND MATERIALS**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

**2.7 PERFORMANCE AND PERSONNEL**

**2.7.1 WORK HOURS**

- Business Hours Support: The TO Contractor’s collective assigned personnel shall support core business hours (8:00 AM to 5:00 PM), Monday through Friday except for State holidays, Service Reduction days, and Furlough days observed by DHMH. 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.
- 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.



- State-Mandated Service Reduction Days: TO Contractor personnel shall be required to participate in the State-mandated Service Reduction Days as well as State Furlough Days. In this event, the TO Contractor will be notified in writing by the TO Manager of these details.
- Minimum and Maximum Hours: Full-time TO Contractor personnel shall work a minimum of 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.
- 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.

## 2.7.2 PERFORMANCE EVALUATION

### 2.7.3 TO Contractor personnel will be evaluated by the TO Manager on a monthly basis for assignments performed during that period. The TO Manager shall evaluate performance of each TO Contractor resource using the established performance evaluation form (PEF) included as Attachment 18. PERFORMANCE ISSUE MITIGATION

At any time during the TO period of performance, should the performance of a TO Contractor resource be unsatisfactory as determined by the TO Manager, DHMH will pursue the following mitigation procedures prior to requesting a replacement employee:

- A) The TO Manager shall document performance issues and give written notice to the TO Contractor, clearly describing problems and delineating remediation requirement(s).
- B) The TO Contractor shall respond with a written remediation plan within three business days and implement the plan immediately upon written acceptance by the TO Manager.
- C) Should performance issues persist, the TO Manager may give written notice or request the immediate removal of person(s) whose performance is at issue, and determine whether a substitution is required.

## 2.7.4 SUBSTITUTION OF PERSONNEL AFTER AWARD

The substitution of personnel procedures 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 personnel specifying their intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.
- C) Proposed substitute personnel shall be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.

**2.7.5 PREMISES AND OPERATIONAL SECURITY**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

**2.8 DELIVERABLES**

**2.8.1 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.

A draft written deliverable may contain limited structural errors such as incorrect punctuation, and shall represent a significant level of completeness toward the associated final written deliverable. The draft written deliverable shall otherwise comply with minimum deliverable quality criteria above.

**2.8.2 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA**

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
2.8.4.1	Project Management Plan	MS Word document (or mutually agreed upon document) that defines how the project will be executed, monitored and controlled. The document will be developed with input from the project team and key stakeholders. The plan should address topics including Scope Management, Schedule Management, Financial Management, Quality Management, Resource Management, Communications Management, Project Change Management, Risk Management, and Procurement Management as	Updated quarterly or as directed by the Department

ID #	Deliverable Description	Acceptance Criteria	Due Date/Frequency
		defined in the PMBOK. The Project Management Plan shall comply with Maryland’s SDLC and Attachment 2, Section 2 requirements for the deliverable. It shall be delivered to the TO Manager.	
2.8.4.2	Integrated Master Schedule	MS Project (version 2007 or greater) document (or mutually agreed upon document) that is suitable for tracking project activities. At a minimum, the Master Schedule shall show milestones, deliverables, times of performance, degrees of completion and resources for all project activities during the SDLC. The activities durations in the master schedule should have the appropriate degree of granularity to manage and track project progress. This is a single, base-lined and periodically updated deliverable encompassing all project activities. The Integrated Master Schedule shall comply with Maryland’s SDLC and Attachment 2, Section 2 requirements for the deliverable and shall be delivered to the TO Manager.	Update bi-weekly or as directed by the Department
2.8.4.3	RMP and Risk Registry	MS Word or Excel (version 2007 or greater) document (or mutually agreed upon document) that describes the risk management procedures for the project. The RMP will include a table of potential risks and recommended risk responses, and will incorporate risk information found in deliverables provided by the Development Contractor. This is a single, periodically updated deliverable encompassing all project risks. A Risk Registry will be created for logging all project risk using MS Excel or other appropriate table format. The Risk Management Plan shall comply with Maryland’s SDLC and Attachment 2, Section 2 requirements for the deliverable and shall be delivered to the TO Manager.	Update bi-weekly or as directed by the Department
2.8.4.4	TPM Status Report and Timesheet	MS Word (version 2007 or greater) document (or mutually agreed upon document) that captures and tracks ongoing PM activities and status. The report will capture activities	At least bi-weekly or as directed by the Department

ID #	Deliverable Description	Acceptance Criteria	Due Date/Frequency
		completed in the past reporting period, activities planned for the following reporting period, and the completion status of project deliverables. The report will describe issues identified on the project and the status of efforts to resolve issues. This shall be delivered to the TO Manager.	
2.8.4.5	System Enhancement Report	MS Word (version 2007 or greater) document (or mutually agreed upon document) that captures and tracks ongoing system enhancement activities and status. The report will capture system enhancements completed in the past reporting period and system enhancements planned for the following reporting period. The report will describe issues identified on the project and the status of efforts to resolve issues. This shall be delivered to the TO Manager.	As Directed by the Department
2.8.4.6	System Performance Reports	MS Word (version 2007 or greater) document (or mutually agreed upon document) that captures and tracks ongoing system performance and status. The report will capture performance completed in the past reporting period. The report will describe issues identified in the system and the status of efforts to resolve issues. This shall be delivered to the TO Manager.	As Directed by the Department
2.8.4.7	System Bug Tracker	MS Word (version 2007 or greater) document (or mutually agreed upon document) that captures and tracks system Bugs. The report will describe Bugs identified on the project and the status of efforts to resolve bugs. This shall be delivered to the TO Manager.	As Directed by the Department
2.8.4.7	System Improvement Report	MS Word (version 2007 or greater) document (or mutually agreed upon document) that captures and tracks system improvements. The report will describe system improvements and on the project and the status of efforts to implement improvements. This shall be delivered to the TO Manager.	As Directed by the Department
2.8.4.8	Other System	MS Word (version 2007 or greater) document	As Directed by the

ID #	Deliverable Description	Acceptance Criteria	Due Date/Frequency
	Reports as needed	(or mutually agreed upon document) that captures and tracks other system issues as defined by the Department. The report will describe issues identified on the project and the status of efforts to resolve issues. This shall be delivered to the TO Manager.	Department

**2.9 MINIMUM QUALIFICATIONS**

**2.9.1 OFFEROR’S COMPANY 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:

The Offeror’s company shall have a minimum of:

- Four (4) years of experience supporting large-scale IT solutions utilizing industry-proven standards, methods and tools.
- One (1) year of experience with Health Care Management Systems.

**2.9.2 OFFEROR’S PERSONNEL MINIMUM QUALIFICATIONS**

Only those Master Contractors supplying key proposed personnel that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation.

For the personnel proposed under this TORFP, proposed resources must meet all minimum qualifications for the labor category proposed, as identified in the CATS + Master Contract Section 2.10 plus the following minimum qualifications. Resumes shall clearly outline starting dates and ending dates for each applicable experience or skill.

**Technical Project Manager (Full Time):**

**Education:**

A Bachelor’s Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business, or other related discipline.

**General Experience:**

At least five (5) years of experience in managing IT related projects.

**Specialized Experience:**

Of the five (5) years of experience managing IT related projects, at least three (3) years of experience must be in managing State and/or Federal level IT related projects.

## 2.10 TO CONTRACTOR AND PERSONNEL OTHER REQUIREMENTS

**Upon request of the work order the Offeror shall meet the requirements for the following labor categories:**

### **Senior Network Engineer (As needed):**

#### **Education:**

A Bachelor's Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Engineering, or other related scientific or technical discipline.

#### **General Experience:**

At least nine (9) years of experience in a computer-related field.

#### **Specialized Experience:**

At least seven (7) years of experience in planning, designing, implementation, and data analysis or telecommunications networks. Shall have experience with network analysis/management tools and techniques.

### **Junior Network Engineer (As needed):**

#### **Education:**

A Bachelor's Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Engineering, or another related scientific or technical discipline.

#### **General Experience:**

At least five (5) years of experience in a computer-related field.

#### **Specialized Experience:**

At least three (3) years of experience in planning, designing, implementation and data analysis, or telecommunications networks.

Resumes shall clearly outline starting dates and ending dates for each applicable experience or skills.

## 2.11 RETAINAGE

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

## 2.12 INVOICING

Invoicing shall be submitted monthly. Invoicing shall be accompanied by signed notice(s) of acceptance PEF (Attachment 18) for all invoices submitted for payment. Payment of invoices will be withheld if a signed PEF (Attachment 18) is not submitted.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract. Proper invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and shall be submitted to the TO Manager for payment approval.

Payment will only be made upon completion and acceptance of the deliverables as defined in Section 2.8.

### **2.12.1 TIME SHEET SUBMISSION AND ACCEPTANCE**

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

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

- A) Title: "Time Sheet for LTSS/ ISAS Technical TORFP"
- B) Issuing company name, address, and telephone number
- C) For each employee /resource:
  - a) Employee / resource name
  - b) For each week ending date, e.g., "Week Ending: mm/dd/yyyy" (weeks run Sunday through Saturday)
    - (1) Tasks completed that week and the associated deliverable names and ID#s
    - (2) Number of hours worked each day
    - (3) Total number of hours worked that week
    - (4) Weekly variance above or below 40 hours
    - (5) Annual number of hours planned under the TO
    - (6) Annual number of hours worked to date
    - (7) Balance of hours remaining
    - (8) Annual variance to date (Sum of weekly variances)
- D) Signature and date lines for the TO Manager

Submission of time sheets shall be to the TO Manager for approval by signature. TO Manager Acceptance of timesheets shall acknowledge the accuracy of the time reported.

### **2.12.2 INVOICE SUBMISSION PROCEDURE**

This procedure consists of the following requirements and steps:

- A) A proper invoice shall identify "DHMH" as the recipient and contain the following information: date of invoice, TO Agreement number, deliverable description, deliverable number (e.g., "2.7.4.1."), period of performance covered by the invoice, a total invoice amount, and a TO Contractor point of contact with telephone number. Also include for each person covered by the invoice the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount.
- B) The TO Contractor shall email each invoice and signed PEF (Attachment 18) for each deliverable being invoiced to Susan Harrison at the following email address: [susan.harrison@maryland.gov](mailto:susan.harrison@maryland.gov)
- C) Invoices for final payment shall be clearly marked as "FINAL" and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

### 2.13 WORK ORDER PROCESS

- A) The TO Manager shall e-mail a Work Order Request (See Attachment 17) 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
  - 4) Required place(s) where work must be performed
- B) 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 in Attachment 17.
  - 3) A description of proposed resources required to perform the requested tasks, with CATS+ labor categories listed in accordance with Attachment 1.
  - 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.
- C) For a T&M Work Order, the TO Manager will review the response and will confirm the proposed labor rates are consistent with this TORFP; for a fixed price Work Order, the TO Manager will review the response and will confirm the proposed prices are acceptable.
- D) The TO Manager will 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 approval. The TO Procurement Officer could issue a change order to the TORFP if appropriate.
- E) Proposed personnel on any type of Work Order shall be approved by the TO Manager. The TO Contractor shall furnish resumes of proposed personnel specifying their intended labor category from the CATS+ Labor Categories proposed in the TO Proposal. The TO Manager shall have the option to interview the proposed personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the personnel.
- F) The TO Manager will issue the Notice to Proceed (NTP) after the Work Order is approved and/or any interviews are completed.

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## SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

### 3.1 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 proposal; or 2) a completed Master Contractor Feedback Form. 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.

### 3.2 SUBMISSION

The TO Proposal shall be submitted via two e-mails each not to exceed 10 MB.

The TO Technical Proposal shall be contained in one email, with two attachments. This email shall include:

- Subject line “CATS+ TORFP # M00B4400665 Technical” plus the Master Contractor Name
- One attachment labeled “TORFP M00B4400665 Technical - Attachments” containing all Technical Proposal Attachments (see Section 3.3 below), signed and in PDF format.
- One attachment labeled “TORFP M00B4400665 Technical – Proposal” in Microsoft Word format (2007 or later).

The TO Financial Proposal shall be contained in one email, with one attachment. This email shall include:

- Subject line “CATS+ TORFP # M00B4400665 Financial” plus the Master Contractor Name
- One attachment labeled “TORFP # M00B4400665 Financial” containing the Financial Proposal contents, signed and in PDF format.

### 3.3 SUMMARY OF ATTACHMENTS

No attachment forms shall be altered. Signatures shall be clearly visible.

The following attachments shall be included with the TO Technical Proposal:

- Attachment 4 – Conflict of Interest Affidavit and Disclosure - Signed PDF
- Attachment 5 Labor Classification Personnel Resume Summary (Forms LC1)- Signed
- Attachment 13 – Living Wage Affidavit of Agreement - Signed PDF
- Attachment 16 - Certification Regarding Investments in Iran - Signed PDF

The following attachments shall be included with the TO Financial Proposal:

- Attachment 1 Price Sheet – Signed PDF

**3.4 PROPOSAL FORMAT**

A TO Proposal shall contain the following sections in order:

**3.4.1 TO TECHNICAL PROPOSAL**

A) Proposed Services

- 1) Executive Summary: A one-page summary describing the Master Contractor’s understanding of the TORFP scope of work (Section 2) and proposed solution.
- 2) Proposed Solution: A more detailed description of the Master Contractor’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 Section 2.
- 3) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal. Master Contractors should avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.
- 4) Tools the TO Contractor owns and proposes for use to meet any requirements in Section 2.

B) Compliance with Offeror’s Company Minimum Qualifications

Offerors will complete the following table to demonstrate compliance with the Offeror’s Company Minimum Requirements in Section 2.9.1.

<b>Reference</b>	<b>Offeror Company Minimum Requirement</b>	<b>Evidence of Compliance</b>
2.9.1.1	Company is a Maryland CATS Plus SBE for Functional Area 10.	Offeror documents evidence of compliance here.
2.9.1.2	Four (4) years of experience supporting large-scale IT solutions utilizing industry-proven standards, methods and tools.	Offeror documents evidence of compliance here.
2.9.1.3	One (1) year experience with Health Care Management Systems.	Offeror documents evidence of compliance here.

C) Proposed Personnel and TORFP Staffing

Master Contractors shall propose exactly one (1) named resource in response to this TORFP.

- 1) Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary for each proposed resource (forms LC1). The information should show:

In Form LC1 - Each proposed person’s skills and experience as they relate to the Master Contractor’s proposed solution and Section 2 – Scope of Work.

- 2) Provide evidence proposed personnel possess the required certifications in accordance with Section 2.9.2 Offeror's Personnel Minimum Qualifications.
  - 3) Provide three (3) references per proposed personnel containing the information listed in Attachment, Form LC1 section A.
  - 4) 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 TO 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 TO
  - 5) Provide the names and titles of the Master Contractor's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.
- D) MBE, SBE Participation and VSBE Participation
- The Master Contractor shall be a Small Business Enterprise (SBE) certified entity.
- E) Subcontractors
- Identify all proposed subcontractors and their roles in the performance of Section 2 - Scope of Work.
- F) Overall Master Contractor team organizational chart
- Provide an overall team organizational chart with all team resources available to fulfill the TO scope of work.
- G) Master Contractor and Subcontractor Experience and Capabilities
- 1) Provide up to three examples of engagements or contracts the Master Contractor has completed that were similar to Section 2 - Scope of Work. Include contact information for each client organization complete with the following:
    - a) Name of organization.
    - b) Point of contact name, title, email and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
    - c) Services provided as they relate to Section 2 - 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: 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 1 above):

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

Note - State of Maryland experience can be included as part of Section 2 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 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

### 3.4.2 TO FINANCIAL PROPOSAL

- A) 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);
- B) Attachment 1– Price Sheet, completed in .PDF format with all proposed labor categories including all rates fully loaded. Master Contractors shall list all proposed resources by approved CATS+ labor categories in the price proposal. Prices shall be valid for 120 days.
- C) To be responsive to this TORFP, the Price Sheet (Attachment 1) shall provide labor rates for all labor categories. Proposed rates are not to 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.

Note: Failure to specify a CATS+ labor category in the completed Price Sheet for each proposed resource will make the TO proposal non-responsive to this TORFP.

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## SECTION 4 - TASK ORDER AWARD PROCESS

### 4.1 OVERVIEW

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate Functional Area responding to the CATS+ TORFP. In making the TO Agreement award determination, DHMH will consider all information submitted in accordance with Section 3.

### 4.2 TO PROPOSAL EVALUATION CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance. Failure to meet the minimum company personnel qualifications shall disqualify a proposal:

- A) The overall experience, capability and references for the Master Contractor as described in the Master Contractor's TO Technical Proposal.
- B) The Master Contractor's overall understanding of the TORFP Scope of Work – Section 2. Level of understanding will be determined by the quality and accuracy of the technical proposal in adherence to Section 3.4.
- C) The capability of the one (1) proposed resources to perform the required tasks and produce the required deliverables in the TORFP Scope of Work – Section 2. Capability will be determined from each proposed individual's resume, reference checks, and oral presentation (See Section 1.5 Oral Presentations/Interviews).
- D) The ability for the Master Contractor to meet staffing expectations relative to supplying additional personnel for this TORFP meeting qualifications in Section 2.9 and 2.10.
- E) Demonstration of how the Master Contractor plans to staff the task order for potential future resource requests.

### 4.3 SELECTION PROCEDURES

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 2.9 of this TORFP, and quality of responses to Section 3.4.1 TO Technical Proposal.
- B) Interviews will be performed for proposed personnel from all TO Proposals deemed technically qualified. As described in Section 1.5, in the event that more than 10 responsive proposals, the TO Procurement Officer may perform a down select. The TO Procurement Officer will notify the Offeror at time of scheduling initial interviews whether subsequent rounds of interviews are required. When used, the down select procedures to be followed by the TO Procurement Officer are as follows:
  - a) An initial interview will be performed for all proposed personnel meeting minimum requirements.
  - b) A technical ranking will be performed for all proposed personnel based on initial interview. Proposed personnel will be ranked from highest to lowest for technical merit based on the quality of the proposals submitted and interview results.
  - c) The top personnel by technical ranking will be notified of additional interviews. All other personnel will be notified of non-selection for this TORFP.

- C) For TO Proposals deemed technically qualified, the associated TO Financial Proposal will be opened. All others will be deemed not reasonably susceptible for award and the TO Procurement Officer will notify the Master Contractor it has not been selected to perform the work.
- D) Qualified TO Financial Proposal responses will be reviewed and ranked from lowest to highest price proposed.
- E) The most advantageous TO Proposal considering both the technical and financial submissions shall be selected for TO award. In making this selection, technical has greater weight than price.
- F) All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

#### **4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT**

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, a Non-Disclosure Agreement (To Contractor), a Purchase Order, and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed (sample).

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**LIST OF ATTACHMENTS**

Attachment Label	Attachment Name	<i>Applicable to this TORFP?</i>	Submit with proposal? (Submit, Do Not Submit, N/A)
Attachment 1	Price Sheet	Applicable	Submit with TO Financial Proposal
Attachment 2	Minority Business Enterprise Participation (Attachments D-1 – D-7)	<i>Not Applicable</i>	N/A
Attachment 3	Task Order Agreement (TO Agreement)	Applicable	Do Not Submit with Proposal
Attachment 4	Conflict of Interest Affidavit and Disclosure	Applicable	Submit with TO Technical Proposal
Attachment 5	Labor Classification Personnel Resume Summary	Applicable	Submit with TO Technical Proposal
Attachment 6	Pre-Proposal Conference Directions	<i>Not Applicable</i>	N/A
Attachment 7	Notice to Proceed (Sample)	Applicable	Do Not Submit with Proposal
Attachment 8	Agency Receipt of Deliverable Form	Applicable	Do Not Submit with Proposal
Attachment 9	Agency Deliverable Product Acceptance Form (DPAF)	Applicable	Do Not Submit with Proposal
Attachment 10	Non-Disclosure Agreement (Offeror)	Applicable	Do Not Submit with Proposal
Attachment 11	Non-Disclosure Agreement (TO Contractor)	Applicable	Do Not Submit with Proposal
Attachment 12	TO Contractor Self-Reporting Checklist	Applicable	Do Not Submit with Proposal
Attachment 13	Living Wage Affidavit of Agreement	Applicable	Submit with TO Technical Proposal
Attachment 14	Mercury Affidavit	<i>Not Applicable</i>	N/A
Attachment 15	Veteran Owned Small Business Enterprise Utilization Affidavit	<i>Not Applicable</i>	N/A
Attachment 16	Certification Regarding Investments in Iran	Applicable	Submit with TO Technical Proposal
Attachment 17	Sample Work Order	Applicable	Do Not Submit with Proposal
Attachment 18	Performance Evaluation Form	Applicable	Do Not Submit with Proposal
Attachment 19	Criminal Background Check Affidavit	<i>Not Applicable</i>	N/A

\*if not specified in submission instructions, any attachment submitted with response shall be in PDF format and signed

## ATTACHMENT 1 PRICE SHEET

### PRICE SHEET (TIME AND MATERIALS) FOR CATS+ TORFP # M00B4400665

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 calendar year from NTP. **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.

Job Title from TORFP	CATS+ Labor Category	Hourly Labor Rate (A)	Total Class Hours (B)	Total Proposed CATS+ TORFP Price (C)
<b>TO Year 1: NTP</b>				
<b>Resources Available Year 1 of TO</b>				
LTSS ISAS Technical Manager	Technical Project Manager	\$	1960	\$
<b>TO Year 1 Day 1 Resources Subtotal</b>		\$	1960	\$
FUTURE ADDITIONAL RESOURCES to be added via work order as needed				
Senior Network Engineer	<insert CATS+ Labor Category>	\$	1176	\$
Junior Network Engineer	<insert CATS+ Labor Category>	\$	1176	\$
<b>TO Year 1 Additional Resources Subtotal</b>		\$	2352	\$
<b>TOTAL TO Year 1 Evaluated Price (Day 1 Resources + Additional Resources)</b>			4312	\$
<b>TO Year 2 :</b>				
<b>Resources Available Year 2 of TO</b>				
LTSS ISAS Technical Manager	Technical Project Manager	\$	1960	\$
<b>TO Year 2 Day 1 Resources Subtotal</b>		\$	1960	\$
FUTURE ADDITIONAL RESOURCES to be added via work order as needed				
Senior Network Engineer	<insert CATS+ Labor Category>	\$	1176	\$
Junior Network Engineer	<insert CATS+ Labor Category>	\$	1176	\$
<b>TO Year 2 Additional Resources Subtotal</b>		\$	2352	\$
<b>TOTAL TO Year 2 Evaluated Price (Day 1 Resources + Additional Resources)</b>			4312	\$
<b>TO Year 3: (OPTION)</b>				
<b>Resources Available Year 1 of TO</b>				
LTSS ISAS Technical Manager	Technical Project Manager	\$	1960	\$



Job Title from TORFP	CATS+ Labor Category	Hourly Labor Rate (A)	Total Class Hours (B)	Total Proposed CATS+ TORFP Price (C)
<b>TO Year 3 Day 1 Resources Subtotal</b>		\$	1960	\$
FUTURE ADDITIONAL RESOURCES to be added via work order as needed				
Senior Network Engineer	<insert CATS+ Labor Category>	\$	1176	\$
Junior Network Engineer	<insert CATS+ Labor Category>	\$	1176	\$
<b>TO Year 3 Additional Resources Subtotal</b>			2352	\$
<b>TOTAL TO Year 3 Evaluated Price (Day 1 Resources + Additional Resources)</b>			4312	\$
<b>TO Year 4: (OPTION)</b>				
<b>Resources Available Year 1 of TO</b>				
LTSS ISAS Technical Manager	Technical Project Manager	\$	1960	\$
<b>TO Year 4 Day 1 Resources Subtotal</b>			1960	\$
FUTURE ADDITIONAL RESOURCES to be added via work order as needed				
Senior Network Engineer	<insert CATS+ Labor Category>	\$	1176	\$
Junior Network Engineer	<insert CATS+ Labor Category>	\$	1176	\$
<b>TO Year 4 Additional Resources Subtotal</b>			2352	\$
<b>TOTAL TO Year 4 Evaluated Price (Day 1 Resources + Additional Resources)</b>			4312	\$
<b>TOTAL TO Year 1 + Year 2 + Year 3 + Year 4 EVALUATED TOTAL PRICE</b>				\$

\_\_\_\_\_  
Authorized Individual Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Tax ID #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

The Hourly Labor Rate is the actual rate the State will pay for services and shall be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate but may be lower. Rates shall be fully loaded, all-inclusive, i.e., include all direct and indirect costs and profits for the Master Contractor to perform under the TO Agreement.

**ATTACHMENT 1 CODE OF MARYLAND REGULATIONS (COMAR)**

## Title 21, State Procurement Regulations

(regarding a waiver to a Minority Business Enterprise subcontracting goal)

**COMAR 21.11.03.11 - Waiver.**

- A. If, for any reason, the apparent successful bidder or offeror is unable to achieve the contract goal for certified MBE participation, the bidder or offeror may request, in writing, a waiver to include the following:
- 1) A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBEs in order to increase the likelihood of achieving the stated goal;
  - 2) A detailed statement of the efforts made to contact and negotiate with certified MBEs including:
    - a) The names, addresses, dates, and telephone numbers of certified MBEs contacted, and
    - b) A description of the information provided to certified MBEs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;
  - 3) As to each certified MBE that placed a subcontract quotation or offer that the apparent successful bidder or offeror considers not to be acceptable, a detailed statement of the reasons for this conclusion;
  - 4) A list of minority subcontractors found to be unavailable. This list should be accompanied by an MBE unavailability certification (MBE Attachment D6) signed by the minority business enterprise, or a statement from the apparent successful bidder or offeror that the minority business refused to give the written certification: and
  - 5) The record of the apparent successful bidder or offeror's compliance with the outreach efforts required under Regulation .09B(2)(b).

A waiver may only be granted upon a reasonable demonstration by that MBE participation could not be obtained or could not be obtained at a reasonable price.

If the waiver request is determined not to meet this standard, the bidder or offeror will be found non-responsive (bid) or not reasonably susceptible for award (proposal) and removed from further consideration.

- B. A waiver of a certified MBE contract goal may be granted only upon reasonable demonstration by the bidder or offeror that certified MBE participation was unable to be obtained or was unable to be obtained at a reasonable price and if the agency head or designee determines that the public interest is served by a waiver. In making a determination under this section, the agency head or designee may consider engineering estimates, catalogue prices, general market availability, and availability of certified MBEs in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE and non-MBE cost of participation, and their impact on the overall cost of the contract to the State and any other relevant factor.

- C. An agency head may waive any of the provisions of Regulations .09-.10 for a sole source, expedited, or emergency procurement in which the public interest cannot reasonably accommodate use of those procedures.
- D. When a waiver is granted, except waivers under Section C, one copy of the waiver determination and the reasons for the determination shall be kept by the MBE Liaison Officer with another copy forwarded to the Office of Minority Affairs.

## **ATTACHMENT 2 MINORITY BUSINESS ENTERPRISE FORMS**

THIS ATTACHMENT IS NOT APPLICABLE TO THIS TORFP.

## ATTACHMENT 3 TASK ORDER AGREEMENT

CATS+ TORFP# **M00B4400665Number** OF MASTER CONTRACT #060B2490023

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

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
  - a) “Agency” means the **TO Requesting Agency**, as identified in the CATS+ TORFP # **ADPICS PO**.
  - b) “CATS+ TORFP” means the Task Order Request for Proposals # **ADPICS PO**, dated **MONTH DAY, YEAR**, including any addenda.
  - c) “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated **MONTH DAY, YEAR**.
  - d) “TO Procurement Officer” means **TO Procurement Officer**. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
  - e) “TO Agreement” means this signed TO Agreement between **TO Requesting Agency** 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 of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h) “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated 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 super-cede the Master Contract.
  - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
    - a) The TO Agreement,

- b) Exhibit A – CATS+ TORFP
- c) Exhibit B – TO Technical Proposal
- d) Exhibit C – TO 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 TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS+ TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of \_\_\_\_\_, commencing on the date of Notice to Proceed and terminating on **Month Day, Year**. At the sole option of the State, this TO Agreement may be extended for two (2) additional, one (1) year periods for a total TO Agreement period ending on Month, Day, Year.

### 4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS+ TORFP and shall not exceed \$ \_\_\_\_\_. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS+ TORFP, but no later than thirty (30) days after the Agency's receipt of a proper invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is \_\_\_\_\_. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

**TO Contractor Name**

\_\_\_\_\_  
By: Type or Print TO Contractor POC

\_\_\_\_\_  
Date

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

STATE OF MARYLAND, DEPARTMENT OF HEALTH AND MENTAL HYGIENE

\_\_\_\_\_  
By: **insert name**, **TO Procurement Officer**

\_\_\_\_\_  
Date

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

## ATTACHMENT 4 CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

Date: \_\_\_\_\_ By: \_\_\_\_\_  
(Authorized Representative and Affiant)



## **ATTACHMENT 5 LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (INSTRUCTIONS)**

- 1) For this solicitation,
  - a) Master Contractors shall propose a specific resource to fill every job title listed below. If allowed by the solicitation, one resource may be proposed to fill more than one job title. Failure to propose a resource for each job title identified as part of the TO Proposal will result in the TO Technical Proposal being deemed not susceptible for award.
  - b) Master Contractors shall propose the CATS+ Labor Category that best fits each proposed resource. Master Contractors shall comply with all personnel requirements under the Master Contract RFP 060B2490023.
  - c) Master Contractors shall propose a maximum of 1 resource per job title listed below.
  - d) Failure of any proposed resource to meet minimum requirements as listed in this TORFP and in the CATS+ Master Contract will result in the entire TO Technical Proposal being deemed not susceptible for award.
- 2) Job Titles
  - a) Technical Manager
  - b) Senior Network Engineer
  - c) Junior Network Engineer
- 3) For each job title above, the Master Contractor shall complete one Attachment 5 form and one Attachment 5A form using the templates provided. Alternate worksheets are not allowed.
- 4) Form Completion
  - a) Complete one Personnel Resume Summary (Attachment 5 Form LC1) per proposed person to present each proposed person's resume in a standard format.
  - b) Additional information may be attached to each Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

**Part B) Other TORFP Minimum Qualifications:** For each job title above, the Master Contractor shall insert each specific minimum qualification requirement listed in the solicitation. Each minimum requirement shall be followed by one or more examples that demonstrate how the proposed resource meets the minimum requirement. Account for all minimum qualifications, including any experience, education, or professional certifications.

**Part C) Other Personnel Requirements:** After all minimum qualification requirements, the Master Contractor shall insert any other personnel requirements listed within this TORFP and describe how the proposed resource meets those requirements.

**ATTACHMENT 5 FORM LC1 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY**

CATS+ TORFP # M00B4400665

Instructions: Submit one resume form for each resource proposed in the TO Proposal. Do not submit other resume formats. Fill out each box as instructed. Do not enter “see resume” in this form. Failure to follow the instructions on the instructions tab and in TORFP may result in the TO Proposal being considered not susceptible for award.

Candidate Name:	
Master Contractor:	<insert Master Contractor name>
Proposed CATS+ Labor Category:	<proposed by Master Contractor>
Job Title (As listed in TORFP):	<as described in this TORFP>

**Education / Training (start with latest degree / certificate)**

Institution Name / City / State	Degree / Certification	Year Completed	Field Of Study
<add lines as needed>			

**Relevant Work Experience\***

Describe work experience relevant to the Duties / Responsibilities and Minimum Qualifications described in Section 2 of the TORFP. Start with the most recent experience first; do not include experience not relevant to the scope of this TORFP; use [Employment History below for full employment history](#). Enter dates as MM/YY – MM/YY. Add lines as needed.

[Organization]	Description of Work...
[Title / Role]	
[Period of Employment / Work (MM/YY – MM/YY)]	
[Location]	
[Contact Person (Optional if current employer)]	
[Organization]	Description of Work...
[Title / Role]	
[Period of Employment / Work]	
[Location]	
[Contact Person]	

**Employment History\***

List employment history, starting with the most recent employment first. Enter dates as MM/YY – MM/YY. Add lines as needed.

Start and End Dates	Job Title or Position	Organization Name	Reason for Leaving
MM/YY – MM/YY			



**ATTACHMENT 5 A**

Not Applicable

## **ATTACHMENT 6 PRE-PROPOSAL CONFERENCE DIRECTIONS**

THIS ATTACHMENT IS NOT APPLICABLE TO THIS TORFP.

## ATTACHMENT 7 NOTICE TO PROCEED (SAMPLE)

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ TO Project Number (TORFP #): ADPICS PO

Dear TO Contractor Contact:

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

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

Sincerely,

TO Procurement Officer

Task Order Procurement Officer

Enclosures (2)

cc: TO Manager

Procurement Liaison Office, Department of Information Technology

Project Oversight Office, Department of Information Technology

## ATTACHMENT 8 AGENCY RECEIPT OF DELIVERABLE FORM

Does Not Apply

## ATTACHMENT 9 AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM

Does not apply



## ATTACHMENT 10 NON-DISCLOSURE AGREEMENT (OFFEROR)

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

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS+ TORFP # **M00B4400665** for. LONG TERM SUPPORTS SYSTEM (LTSS)/ IN HOME SUPPORTS ASSURANCE SYSTEM (ISAS) TECHNICAL INFRASTRUCTURE SUPPORT. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to \_\_\_\_\_. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

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

OFFEROR: \_\_\_\_\_ BY: \_\_\_\_\_  
NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

## ATTACHMENT 11 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

**THIS NON-DISCLOSURE AGREEMENT** (“Agreement”) is made as of this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the State of Maryland ("the State"), acting by and through its **TO Requesting Agency** (the “Department”), and \_\_\_\_\_ (“TO Contractor”), a corporation with its principal business office located at \_\_\_\_\_ and its principal office in Maryland located at \_\_\_\_\_.

### RECITALS

**WHEREAS**, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for **Long Term Supports System (LTSS)/ In Home Supports Assurance System (ISAS) Technical Infrastructure support** TORFP No. **M00B4400665** dated \_\_\_\_\_, (the “TORFP) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B2490023; and

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

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

1. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor’s Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor’s performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any

such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.

4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor's Personnel or the TO Contractor's former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.
7. A breach of this Agreement by the TO Contractor or by the TO Contractor's Personnel shall constitute a breach of the Master Contract Agreement between the TO Contractor and the State.
8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:

This Agreement shall be governed by the laws of the State of Maryland;

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;

The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;

Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and

The Recitals are not merely prefatory but are an integral part hereof.

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

**TO Requesting Agency:**

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

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

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

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

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

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

**EXHIBIT A – FOR THE NONDISCLOSURE AGREEMENT (TO CONTRACTOR)**  
**TO CONTRACTOR’S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE**  
**CONFIDENTIAL INFORMATION**

Printed Name and Address  
of Employee or Agent

Signature

Date

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

## ATTACHMENT 12 TO CONTRACTOR SELF-REPORTING CHECKLIST

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

Master Contractor:	
Master Contractor Contact / Phone:	
Procuring State Agency Name:	
TO Title:	
TO Number:	
TO Type (Fixed Price, T&M, or Both):	
Checklist Issue Date:	
Checklist Due Date:	
<b>Section 1 – Task Orders with Invoices Linked to Deliverables</b>	
A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 2.)	
B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
C) Is the deliverable acceptance process being adhered to as defined in the TORFP? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
<b>Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials</b>	
A) If the TO involves material costs, are material costs passed to the agency without markup by the Master Contractor? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
<b>Section 3 – Substitution of Personnel</b>	
A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 4.)	
B) Did the Master Contractor request each personnel substitution in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	

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

SUBMIT AS INSTRUCTED IN TORFP.



# ATTACHMENT 13 LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. \_\_\_\_\_  
Name of Contractor \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**If the Contract is Exempt from the Living Wage Law**

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

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

**If the Contract is a Living Wage Contract**

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

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

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

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

Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_

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

Witness Name (Typed or Printed): \_\_\_\_\_

Witness Signature and Date: \_\_\_\_\_

## **ATTACHMENT 14 MERCURY AFFIDAVIT**

THIS ATTACHMENT IS NOT APPLICABLE TO THIS TORFP.

**ATTACHMENT 15 STATE OF MARYLAND  
VETERAN SMALL BUSINESS ENTERPRISE  
PARTICIPATION (VSBE)**

THIS ATTACHMENT IS NOT APPLICABLE TO THIS TORFP.

## ATTACHMENT 16 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:

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

*The Investment Activities in Iran list is located at: [www.bpw.state.md.us](http://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: \_\_\_\_\_

## ATTACHMENT 17 SAMPLE WORK ORDER

<b>WORK ORDER</b>	<b>Work Order #</b>	<b>Contract #</b>		
This Work Order is issued under the provisions of a XXX contract. The services authorized are within the scope of services set forth in the <i>Purpose</i> of the work order.				
<b>Purpose</b>				
<b>Statement of Work Requirements:</b>  <b>Deliverable(s), Acceptance Criteria and Due Date(s):</b>  Deliverables are subject to review and approval by <b>AGENCY</b> prior to payment. <i>(Attach additional sheets if necessary)</i>				
<b>Start Date</b>	<b>End Date</b>			
<b>Cost</b>				
Description for Task / Deliverables	Quantity (if applicable)	Labor Hours (Hrs.)	Labor Rate	Estimate Total
1.			\$	\$
2.			\$	\$
*Include WBS, schedule and response to requirements.		<b>AGENCY</b> shall pay an amount not to exceed		\$
<b>Contractor</b>		<b>Agency Approval</b>		
(Signature) Contractor Authorized Representative (Date)		(Signature) TO Manager (Date)		
POC	(Print Name)	TO Manager	(Print Name)	
Telephone No.		Telephone No.		
Email:		Email:		

# ATTACHMENT 18 PERFORMANCE EVALUATION FORM

TORFP Title: LONG TERM SUPPORTS SYSTEM (LTSS)/ IN HOME SUPPORTS ASSURANCE SYSTEM (ISAS) TECHNICAL INFRASTRUCTURE SUPPORT TORFP # M00B4400665

Name of Contractor being evaluated: <insert name>

(The TO Contractor shall submit one Performance Evaluation Form for each employee as required)

Evaluation Month & Year:  
 Role (TORFP Section 2.X):  
 Labor Category:

TO Contractor Name:  
 TO Contractor Contact:  
 MSDE TO Manager:

TO Requesting Agency: TO Requesting Agency

### PROJECT PERSONNEL PERFORMANCE RATING\*

The information below shall be completed by the TO Manager or Designee and returned to the TO Contractor

Performance Area	Satisfactory	Unsatisfactory
Attendance and Timeliness		
Work Productivity		
Work Quality		
Teamwork		
Communication		
Customer Service		

\*Project Personnel must maintain a “Satisfactory” rating for each performance area. The TO Contractor shall take action to address any unsatisfactory rating. At the TO Manager’s discretion, employee performance may be rejected and payment withheld pending employee performance mitigation or employee substitution.

Employee performance overall is accepted.

Employee performance overall is rejected (for reasons indicated below).

REASON(S) FOR UNSATISFACTORY EMPLOYEE PERFORMANCE RATING/S:

OTHER COMMENTS:

Signature of Evaluator

Date

---

Signature of TO Contractor

Date

**ATTACHMENT 19 CRIMINAL BACKGROUND CHECK  
AFFIDAVIT**

THIS ATTACHMENT IS NOT APPLICABLE TO THIS TORFP.