

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

**SENIOR PROJECT MANAGER (SPM) FOR MEDICAID POINT OF
SALE (POS) ELECTRONIC CLAIMS MANAGEMENT SYSTEM
(ECMS)**

DHMH/OPASS 18-17559 / M00B7400545



Department of Health and Mental Hygiene (DHMH)

Issue Date: May 31, 2017

KEY INFORMATION SUMMARY SHEET

This CATS+ TORFP is issued to obtain the services necessary to satisfy the requirements defined in Section 3 - 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 4).

Solicitation Title:	Senior Project Manager for Medicaid Point of Sale Electronic Claims Management System
TORFP #:	DHMH/OPASS 18-17559 / M00B7400545
Functional Area:	Functional Area 10 – IT Management Consulting Services
Issue Date:	May 31, 2017
Questions Due Date and Time:	June 26, 2017 at 4:00 PM Local Time
Closing Date and Time:	July 20, 2017 at 2:00 PM Local Time
TO Requesting Agency:	Department of Health and Mental Hygiene (DHMH)
Send Proposals to:	Queen Davis Queen.Davis@maryland.gov
Send Questions to (e-mail only)	dhmh.solicitationquestions@maryland.gov
TO Procurement Officer:	Queen Davis Office Phone Number: (410) 767-5335 Office Fax Number: (410) 333-5958
TO Manager:	Dixit Shah Office Phone Number: (410)-767-1455 Office Fax Number: (410)-333-5398 e-mail address: Dixit.Shah@maryland.gov
TO Type:	Time and materials (T&M) with possible T&M or Fixed Price Work Orders
Period of Performance:	Three (3) year base period and two (2) one-year option periods
MBE Goal:	0 %
VSBE Goal:	0 %
Small Business Reserve (SBR):	No
Primary Place of Performance:	DHMH/ 201 West Preston Street Baltimore, MD 21201
TO Pre-proposal Conference:	Thursday, June 15, 2017 at 9:00 a.m. Local Time 201 W. Preston Street, Conference Room L2 Baltimore, MD 21201 See Attachment 6 for Directions and Response Form

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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:

- A. **TO Procurement Officer** – The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement.
- B. **TO Manager** - The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement, administrative functions, including issuing written directions, and for ensuring compliance with the terms and conditions of the CATS+ Master Contract. The TO Manager may designate one or more persons to act as his representative in connection with the foregoing activities.
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.
- C. **TO Contractor** – The TO Contractor is the CATS+ Master Contractor awarded this TO. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- D. **TO Contractor Manager** – The TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolution of any issues that may arise pertaining to the TO Contractor Personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.
- E. **TO Contractor Personnel** – Any official, employee, agent, Subcontractor, or Subcontractor agents of the TO Contractor who is involved with the TO over the course of the TO period of performance.
- F. **Key Personnel** – A subset of TO Contractor Personnel whose departure during the performance period, will, in the State’s opinion, have a substantial negative impact on TO performance. Key personnel proposed as part of the TO Proposal shall start as of TO Agreement issuance unless specified otherwise in this TORFP or the Offeror’s TO Technical Proposal.

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 3 - 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 an e-mail TORFP submission is determined by the date and time of arrival of all required files in the TO Procurement Officer's e-mail inbox. In the case of a paper TO Proposal submission, Offerors shall take such steps necessary to ensure the delivery of the paper submission by the date and time specified in the Key Information Summary Sheet and as further described in [Section 4](#).

Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, Proposals received by the TO Procurement Officer after the due date will not be considered.

1.5 ORAL PRESENTATIONS/INTERVIEWS

All Offerors and proposed TO Contractor Personnel will be required to make an oral presentation to State representatives in the form of 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 is awarded to the Master Contractor. The TO Procurement Officer will notify Master Contractor of the time and place of oral presentations.

Interviews, which are a type of oral presentation, will be performed by phone and/or internet (e.g., Skype, GoToMeeting, and WebEx). All candidates shall be interviewed in substantially the same manner. The Procurement Officer shall, for each round of interviews, determine whether phone/internet or in-person interviews will be utilized.

1.6 QUESTIONS

All questions must be submitted via e-mail 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 be held at the time, date and location indicated on the Key Information Summary Sheet. Attendance at the pre-proposal conference is not mandatory, but all interested companies are encouraged to attend in order to facilitate better preparation of their proposals.

Seating at the pre-proposal conference will be limited to two (2) attendees per company. Attendees should bring a copy of the TORFP and a business card to help facilitate the sign-in process.

The pre-proposal conference will be summarized in writing. As promptly as is feasible subsequent to the pre-proposal conference, the attendance record and pre-proposal conference summary will be distributed via mail to all Master Contractors known to have received a copy of this TORFP. The same mechanism described for amendments and questions.

In order to assure adequate seating and other accommodations at the pre-proposal conference, please e-mail the TO Procurement Officer indicating your planned attendance no later than three (3) business days prior to the pre-proposal conference. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please contact the TO Procurement Officer no later than five (5) business days prior to the pre-proposal conference. The TO Requesting Agency will make reasonable efforts to provide such special accommodation.

1.8 CONFLICT OF INTEREST

The TO Contractor 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 Offeror 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 an Offeror's TO Proposal under COMAR 21.06.02.03B.

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

By submitting a Conflict of Interest Affidavit and Disclosure, the Offeror 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 under Section 27(c) of the CATS+ Master Contract for this TORFP is limited to one (1) times the total TO Agreement amount.

1.10 CHANGE ORDERS

If the TO Contractor is required to perform work beyond the scope of [Section 3](#) 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 and other costs shall be reimbursed only with prior approval by the TO Manager. Expenses for travel performed in completing tasks for this TORFP shall be reimbursed in accordance with the CATS+ Master Contract.

1.12 MINORITY BUSINESS ENTERPRISE (MBE)

This TORFP has no MBE goal as stated in the Key Information Summary Sheet above, representing the percentage of total fees paid for services under this Task Order.

1.13 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)

This TORFP has no VSBE goal of as stated in the Key Information Summary Sheet above, representing the percentage of total fees paid for services under this Task Order.

1.14 NON-DISCLOSURE AGREEMENT

1.14.1 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

Certain system documentation may be required by the TO in order to fulfill the requirements of the TO Agreement. The TO Contractor and TO Contractor Personnel who review such documents will be required to sign a Non-Disclosure Agreement (TO Contractor) in the form of [Attachment 10](#).

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.

All TO Proposals shall be accompanied by a completed Living Wage Affidavit of Agreement, [Attachment 12](#) of this TORFP.

1.16 IRANIAN NON-INVESTMENT

All TO Proposals shall be accompanied by a completed Certification Regarding Investments in Iran, [Attachment 15](#) 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 typically applies to active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS+ TOs are subject to review.

[Attachment 11](#) is a sample of the TO Contractor Self-Reporting Checklist. DoIT may send initial checklists out to applicable/selected 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.

1.20 DEFINITIONS

Business Day	Monday through Friday (excluding State holidays)
Department of Health and Mental Hygiene (DHMH), or the Department	The unit of the Executive Branch of Maryland State government issuing the TORFP
Information System	A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information
Information Technology (IT)	All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services
Local Time	Time in the Eastern Time zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such
Normal State Business Hours	Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays
Notice to Proceed (NTP)	A written notice from the TO Procurement Officer that work on the Task Order, project or Work Order shall begin on a specified date. Additional NTPs may be issued by either the TO Procurement Officer or the TO Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
NTP Date	The date specified in an NTP for work on the Task Order, project or Work Order to begin
Offeror	A Master Contractor that submits a proposal in response to this TORFP
Personally Identifiable Information (PII)	Any information about an individual maintained by the State, including (1) any information that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information

Point of Sale Electronic Claims Management System (POS ECMS)	Pharmacy Point-of-Sale Electronic Claims Management System which includes E-Prescribe, prospective drug utilization review (PRO-DUR), Coordinated PRO-DUR system and Drug Rebates System that incorporates the uniqueness of Maryland’s Program, its policies, and operations.
Protected Health Information (PHI)	Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
Security Incident	A violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies, or standard security practices. “Imminent threat of violation” is a situation in which the organization has a factual basis for believing that a specific incident is about to occur.
Security or Security Measures	The technology, policy and procedures that a) protect and b) control access to networks, systems, and data
Sensitive Data	Means PII; PHI; information about an individual that (1) can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information; or other proprietary or confidential data as defined by the State, including but not limited to “personal information” under Md. Code Ann., Commercial Law § 14-3501(d) and Md. Code Ann., State Gov’t § 10-1301(c).
State	The State of Maryland
Subcontractor	An agent, service provider, supplier, or vendor selected by the TO Contractor to provide subcontracted services or products under the direction of the TO Contractor or other Subcontractors, and including any direct or indirect Subcontractors of a Subcontractor. Subcontractors are subject to the same terms and conditions as the TO Contractor.
Task Order (TO)	The scope of work described in this TORFP
Task Order Agreement	The contract awarded to the successful Offeror pursuant to this Task Order Request for Proposals, the form of which is attached to this TORFP as Attachment 3
TO Proposal	As appropriate, either or both an Offeror’s Technical or Financial Proposal to this TORFP

TO Request for Proposals (TORFP)	This Task Order Request for Proposal, including any amendments / addenda thereto
Technical Safeguards	The technology and the policy and procedures for its use that protect Sensitive Data and control access to it
Total Evaluated Price	The Offeror's total proposed price for products/services proposed in response to this solicitation, included in the TO Price Sheet, and used in the financial evaluation of TO Proposals
Working Day(s)	Same as "Business Day"

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SECTION 2 - COMPANY AND PERSONNEL QUALIFICATIONS

2.1 MINIMUM QUALIFICATIONS

2.1.1 OFFEROR'S PERSONNEL MINIMUM QUALIFICATIONS

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

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

Master Contractors shall propose one (1) Key Personnel in response to this TORFP as a Senior Project Manager (SPM) and this position may not be used as evidence of fulfilling company qualifications.

2.2 TO PERSONNEL EXPERIENCE

The following experience is expected and will be evaluated as part of the technical proposal.

2.2.1 Proposed Personnel demonstrating, breadth of knowledge of functions involving (in decreasing preferential order):

1. Demonstrate experience in Pharmacy Point of Sale claim processing, implementation/customization activities, and knowledge of multiple POS electronic claim management systems or Pharmacy Benefit Management (PBM) systems.
2. Demonstrate Project Management Experience in a Pharmacy POS ECMS implementation.
3. Demonstrated knowledge of industry standard project management concepts through a certification such as from the Project Management Institute (PMI) as a Project Management Professional (PMP),
4. Prior experience in a leadership role in prior projects that were delivered into production.
5. The extent the proposed personnel demonstrates experience in the complete systems development lifecycle from project inception through operations and maintenance,
6. Demonstrate experience with planning and implementing new custom or COTS software applications, hardware solutions, data warehouses and reporting systems; and
7. Demonstrate excellent command of the English language and professional communications skills.

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SECTION 3 - SCOPE OF WORK

3.1 PURPOSE

DHMH is issuing this CATS+ TORFP to obtain a company to act as the State's representative in a replacement Point of Sale (POS) services implementation in accordance with the scope of work described in this Section 3. Initially, only a SPM is sought, with the potential to obtain additional resources in support of the POS ECMS and associated implementation project.

As part of the evaluation of the proposal for this Task Order, Master Contractors shall propose exactly one (1) Key Personnel, provide fully loaded rates for the Optional Personnel found in 3.6.1.7, and shall describe in a Staffing Plan how additional resources shall be acquired to meet the needs of the TO Requesting Agency, should additional personnel be requested during the TO Agreement period of performance. All other positions shall be described generally in the TO technical proposal, and may not be used as evidence of fulfilling company or personnel minimum qualifications.

Additional resources and/or services beyond the initial Key Personnel will be requested through a Work Order process (See Section 3.9). Additional personnel may be added to this TO Agreement to accomplish the following types of activities (not an exhaustive list): additional project management, scheduling, requirements elicitation, business process definition, architectural analysis, changes to existing systems required to map to the new POS ECMS, and to backfill State expert resources so they can participate in the POS ECMS implementation project activities.

The SPM shall ensure that project approach and strategy, assumptions, constraints, high-level timeline, benefits and risks are appropriate to ensure a timely implementation of the POS ECMS while minimizing business, technical, and operational risks.. **Offerors are advised that DHMH expects expertise in the TO Proposal in the area of Pharmacy POS implementations.** The selected Master Contractor shall be ineligible from being awarded or participate in the forthcoming POS Electronic Claim Management System (ECMS) RFP, which shall be written as part of the Scope of Work for this TORFP.

DHMH expects the proposed Key Personnel to be available as of the start date specified in the Notice to Proceed (NTP).

DHMH intends to award this Task Order to one (1) Master Contractor that proposes a SPM and a technical proposal for potential other staff that can best satisfy the TO requirements.

3.2 REQUESTING AGENCY BACKGROUND

The State of Maryland Medicaid Program is a unit of the DHMH, which has State responsibility for operation of the Medicaid Program authorized under Title XIX of the Social Security Act. The Maryland State Medicaid Program has approximately 1,300,000 enrollees, of which, 1,100,000 are enrolled in managed care organizations.

3.3 PROJECT BACKGROUND

The State is issuing this solicitation due to the Maryland Medicaid Pharmacy Program's (or the "Program") current POS Claims processor contract will end in February 2019, and the Program is in process of procuring a new contract. The future POS ECMS RFP, which is a Major Information Technology Development Project (MITDP), is to design, implement, administer, manage and maintain a POS electronic claim capturing, management and adjudication system in conjunction with

administering a drug utilization review system to meet the Federal requirements of the Omnibus Budget Reconciliation Act of 1990 (OBRA 90). The program changes and evolves and the need for flexible, responsive technology to manage cost effective patient care and appropriately adjudicate the pharmacy claims is vital to the success of the Program.

3.4 PROFESSIONAL DEVELOPMENT

Any TO Personnel provided under this TORFP shall maintain any required professional certifications for the duration of the resulting TO.

3.5 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall comply and remain abreast of with all applicable laws, regulations, policies, standards, and guidelines affecting information technology 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 foregoing may include, but are not limited to, the following policies, guidelines and methodologies that can be found at the DoIT site (<http://doit.maryland.gov/policies/Pages/default.aspx>).

- A. The State of Maryland System Development Life Cycle (SDLC) methodology
- B. The State of Maryland Information Technology Security Policy and Standards
- C. The State of Maryland Information Technology Non-Visual Access Standards
- D. The TO Contractor shall follow project management methodologies consistent with the Project Management Institute's Project Management Body of Knowledge Guide.
- E. TO Contractor assigned personnel shall follow a consistent methodology for all TO activities.
- F. The State's Information Technology Project Oversight Policies for any work performed under this TORFP for one or more Major IT Development Projects (MITDPs)
- G. The ten project management knowledge areas in the PMI's PMBOK.

3.6 REQUIREMENTS

- 3.6.1.1 The SPM shall provide expertise and assist in the procurement process to obtain a POS ECMS system that will integrate current functionality and develop new and innovative functionality required to implement opportunities offered through the Affordable Care Act, such as the extension of the manufacturer drug rebate program, Medicaid expansion, the 340B discount program and medication therapy management.
- 3.6.1.2 The SPM shall provide support during the implementation phase of the POS ECMS system, including Maryland Medicaid specific customization.
- 3.6.1.3 The SPM shall assist in all aspects of the procurement and implementation of the POS vendor and serve as Project Manager and support DHMH contractors and State personnel. Responsibilities include overall project planning, governance and management. Duties shall focus on project planning, monitoring and control, and serving as primary liaison with the Department and stakeholders.

- 3.6.1.4 The SPM shall ensure the appropriate application of the Project Management Institute's (PMI) Project Management Body of Knowledge (PMBOK) and the State's Systems Development Lifecycle (SDLC) in managing the project.
- 3.6.1.5 The SPM shall work collaboratively with stakeholder groups to define requirements and system specifications, define procurement strategies, write procurements as necessary, and monitor POS ECMS implementation project progress.
- 3.6.1.6 As part of the Offeror's TO Proposal, the Offeror shall provide fully loaded rates for the Optional Personnel found in Attachment 1 and listed below:
 - a. Business Process Consultant
 - b. Project Control Specialist
 - c. Subject Matter Expert
- 3.6.1.7 As part of the Offeror's TO Proposal Staffing Plan (Section 4.4.1), the Offeror shall propose additional labor categories from the CATS+ Master Contract that may be required to complete the scope of work defined in this TORFP. Proposed labor categories shall be based on the Offeror's prior experience in the implementation of other POS ECMS projects. Proposed Personnel shall also be added to Attachment 1 under Proposed Personnel along with fully loaded rates.

3.6.2 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

- 3.6.2.1 The SPM shall report to the TO Manager and perform the tasks described below. The SPM will be capable of performing all assigned tasks with self-sufficiency and minimal guidance from the TO Manager.
 - 3.6.2.1.1 The SPM's responsibilities include overall POS ECMS Implementation project governance and direction, and risk management as needed. Duties shall focus on project monitoring, control, team integration, change integration, and corrective action as needed.
 - 3.6.2.1.2 The SPM shall support the management and planning of all efforts associated with the project to include: development and management of work plans, define and manage individual project deliverable as a part of the overall program deliverables, manage the expectations of all stakeholders, manage budgets, organizing and addressing emerging project requirements, manage project relationships, manage one or more project teams in delivering the projects and communicate and manage tasks and activities to a schedule with the teams.
 - 3.6.2.1.3 The SPM shall participate in collaborative architecture groups associated with the project.
 - 3.6.2.1.4 The SPM shall participate in the POS ECMS procurement process, including development of requirements and supporting documents.
 - 3.6.2.1.5 The SPM shall serve as the Project Manager during any portfolio review meeting with the Department of Information Technology (DoIT) on the POS ECMS project. The

SPM shall serve as the lead presenter during any stakeholder meetings related to this project.

- 3.6.2.1.6 The SPM shall serve as subject matter expert and provide guidance to the Maryland Medicaid Program related to all aspects of this project.
- 3.6.2.1.7 The SPM shall monitor and perform quality assurance project reviews during the implementation of the POS ECMS.
- 3.6.2.1.8 The SPM shall manage the project to be delivered through effective expectation setting, communications, change management control, budget control and management, and overall business understanding of the project needs.
- 3.6.2.1.9 The SPM shall actively monitor and support the POS ECMS vendor's project management team's efforts, to include: project plan, scope management, budget management, resource management, time management (activities and task planning), communications, risk, procurement, quality assurance and testing, user training, program / project delivery, transition planning and on-going maintenance and support management.
- 3.6.2.1.10 The SPM shall manage POS ECMS vendor assignments, contract issue and assigned tasks. Conduct quality assurance reviews of vendor output, and develop acceptance criteria for vendor supported tasks.
- 3.6.2.1.11 The SPM shall lend support to various business and technology teams as necessary during project implementation to ensure solid, scalable, robust solutions.
- 3.6.2.1.12 The SPM shall communicate effectively in both verbal (e.g, day-to-day discussion, team meetings) and written (status reports, change requests) form, as well as have an overall ability to be clear and concise in all communications.
- 3.6.2.1.13 The SPM shall assist the POS ECMS vendor and the Department in accurately assessing the risks associated with each task and systematically manage and monitor the project risks.
- 3.6.2.1.14 The SPM shall assist the Department in the entire procurement process associated with the scope of work of the POS ECMS RFP.
- 3.6.2.1.15 The SPM shall ensure that the solution chosen by the Department meets all the requirements as per CMS Medicaid Information Technology Architecture process and Advance Planning Documents (APD) requirements (such as security, performance, maintainability, scalability and extensibility).
- 3.6.2.1.16 The SPM shall assist the Department in all Centers for Medicaid and Medicare Services (CMS) certification activities. The SPM shall ensure that the selected POS ECMS system meets the CMS Seven Conditions and Standards as well as the certification requirements as found in the Pharmacy MECT Module found at <https://www.medicaid.gov/medicaid/data-and-systems/mect/index.html>. The Seven Conditions and Standards are summarized in the following table.

Seven Conditions and Standards

1: Modularity

- Use of Systems Development Lifecycle Methodologies (SDLC)
- Identification and description of open interfaces and exposed Application Programming Interfaces (API)
- Use of business rules engines
- Submission of business rules to a HHS-designated repository

2: MITA Condition

Align with the Medicaid Information Technology Architecture (MITA) 3.0 maturity level roadmap incorporated into business operations and systems functions.

3: Industry Standards

States must ensure alignment with, and incorporation of, industry standards: the Health Insurance Portability and Accountability Act of 1996 (HIPAA) security, privacy and transaction standards; accessibility standards established under section 508 of the Rehabilitation Act, or standards that provide greater accessibility for individuals with disabilities, and compliance with federal civil rights laws; standards adopted by the Secretary under section 1104 of the Affordable Care Act; and standards and protocols adopted by the Secretary under section 1561 of the Affordable Care Act.

4: Leverage

State solutions should promote sharing, leverage, and reuse of Medicaid technologies and systems within and among states.

5: Business Results

Systems should support accurate and timely processing of claims (including claims of eligibility), adjudications, and effective communications with providers, beneficiaries, and the public.

6: Reporting

Solutions should produce transaction data, reports, and performance information that would contribute to program evaluation, continuous improvement in business operations, and transparency and accountability.

Seven Conditions and Standards

7: Interoperability

Systems must ensure seamless coordination and integration with the Exchange (whether run by the state or federal government), and allow interoperability with health information exchanges, public health agencies, human services programs, and community organizations providing outreach and enrollment assistance services.

- 3.6.2.1.17 The SPM shall ensure that POS ECMS solutions conform to Maryland's State standards (see section 3.5).
- 3.6.2.1.18 The SPM shall monitor and review all deliverables and work products delivered as part of the Scope of Work of the POS ECMS RFP. The following deliverables may be part of the POS ECMS RFP and shall be reviewed and monitored by the SPM:
- a. Project Management Plan
 - b. Work Breakdown Structure
 - c. Integrated Master Schedule
 - d. Communications Management Plan
 - e. Risk Management Plan and a Risk Registry
 - f. Deliverable Matrix
 - g. Change Management Plan
 - h. Requirements Traceability Matrix
 - i. Quality Management Plan
 - j. User Acceptance Testing Plan
 - k. Schedule Management Plan
 - l. Cost Management Plan
 - m. Design Documentation
- 3.6.2.1.19 The SPM shall ensure that sound development practices are taking place in requirements management, systems testing, and configuration management.
- 3.6.2.1.20 The SPM shall effectively manage multiple priorities.
- 3.6.2.1.21 The SPM shall monitor daily project management activities performed by the selected POS ECMS vendor.
- 3.6.2.1.22 The SPM shall identify and manage project management activities assigned to DHMH.
- 3.6.2.1.23 The SPM shall, at the discretion of the TO Manager, develop and present project management documents.
- 3.6.2.1.24 The SPM shall develop, document and implement escalation and resolution processes for the project and communicate the process to all stakeholders.

- 3.6.2.1.25 The SPM shall ensure creation and ongoing updating of the Project Management Status Report and Timesheet. This report relates to the POS ECMS vendor's activities and/or deliverables and SPM's activities during the implementation of the POS ECMS. The format of this report shall be developed with input from the TO Manager. This report is due weekly to the TO Manager the Tuesday after the reporting period. At a minimum, the Project Management Status Report and Timesheet shall:
- a. Report on completed and planned POS ECMS project activities and SPM activities for the reporting period,
 - b. Highlight schedule deviation from baseline,
 - c. Provide schedule updates, progress of work being performed, milestones attained, resources expended,
 - d. Document risks, and issues encountered and corrective actions taken
 - e. Track project cost and expenditures
- 3.6.2.1.26 The SPM shall ensure creation and ongoing updating of the Master Status Report. Oversee weekly Project Team meetings, to include any contractors when appropriate. The format of this report shall be developed with input from the TO Manager and shall be an MS Word document. This report is due weekly to the TO Manager the Tuesday after the reporting period. At a minimum the Master Status Report shall contain sections for the following:
- a. Lessons learned from the project and any other pertinent status information.
 - b. Design / requirements reviews and discussions on project status.
 - c. Ongoing Project activities and status, status of activities from the previous week, risk and issue dispositions for the past week and efforts to resolve issues and mitigate risks, and planned activities for the week upcoming.
 - d. Status of Project deliverables and project cost (planned vs actual)
 - e. Project management activities and needed updates to Project Management Documents.
 - f. Performance as measured against the project schedule.
- 3.6.2.1.27 The SPM shall monitor project governance and control according to the POS ECMS vendor's Project Management Plan. This includes, but is not limited to,
- a. Work with the vendor to address schedule variances.
 - b. Work with the vendor to document schedule variances in the Integrated Master Schedule and Master Status Report.
- 3.6.2.1.28 The SPM shall ensure that the POS ECMS vendor collects, organizes, stores, and manages project documents in a central repository. This includes:

- a. Maintaining current and archival files (electronic and paper).
- b. Collecting and distributing information to and from stakeholders.
- c. Entering updates into project tracking systems.

3.6.2.1.29 The SPM shall function as a liaison between Department personnel, project stakeholders and any contractors.

3.6.2.1.30 The SPM shall perform other project-related duties as assigned by the TO Manager.

3.6.2.1.31 The SPM shall track all contract progress and expiration dates associated with the POS ECMS project, or as otherwise directed by the TO Manager.

3.6.3 SERVICE LEVEL AGREEMENT (SLA)

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

3.6.4 BACKUP / DISASTER RECOVERY

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

3.6.5 REQUIREMENTS FOR HARDWARE, SOFTWARE, AND MATERIALS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

3.6.6 REPORTS

The TO Contractor shall submit the following reports in the form required and at the frequency specified below as part of satisfactory performance under the Contract.

3.6.6.1 Project Manager Status Report and Timesheet

The Project Manager Status Report and Timesheet is an MS Word document (or mutually agreed upon document) that captures and tracks ongoing PM activities and status. The report will capture activities 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. The Project Manager Status Report and Timesheet shall be submitted weekly on the Tuesday following the reporting period.

3.7 PERFORMANCE AND PERSONNEL

3.7.1 WORK HOURS

A. 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.

B. 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.

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

3.7.2 DIRECTED PERSONNEL REPLACEMENT

- A. The TO Manager may direct the TO Contractor to replace any TO Contractor Personnel who, in the sole discretion of the TO Manager, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law or Department, Contract, or Task Order requirement.
- B. If deemed appropriate in the discretion of the TO Manager, the TO Manager shall give written notice of any TO Contractor Personnel performance issues to the TO Contractor, describing the problem and delineating the remediation requirement(s). The TO Contractor shall provide a written Remediation Plan within three (3) days of the date of the notice. If the TO Manager rejects the Remediation Plan, the TO Contractor shall revise and resubmit the plan to the TO Manager within five (5) days of the rejection, or in the timeframe set forth by the TO Manager in writing. Once a Remediation Plan has been accepted in writing by the TO Manager, the TO Contractor shall immediately implement the Remediation Plan.
- C. Should performance issues persist despite the approved Remediation Plan, the TO Manager will give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the removal and replacement of the TO Contractor Personnel whose performance is at issue. A request for a new Remediation Plan will follow the procedure described in Section 3.7.2B.
- D. In circumstances of directed removal, the TO Contractor shall provide a suitable replacement for TO Manager approval within fifteen (15) days of the date of the notification of directed removal, or the actual removal, whichever occurs first, or such earlier time as directed by the TO Manager in the event of a removal on less than fifteen days' notice.
- E. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described above. However, the TO Manager reserves the right to direct immediate personnel replacement without utilizing the remediation procedure described above.
- F. Replacement or substitution of TO Contractor Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Task Order or which otherwise may be available at law or in equity.

3.7.3 SUBSTITUTION OF PERSONNEL

3.7.3.1 PRIOR TO AND 30 DAYS AFTER TASK ORDER EXECUTION

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

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

3.7.3.2 SUBSTITUTION POST 30 DAYS AFTER TASK ORDER EXECUTION

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

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

3.7.4 PREMISES AND OPERATIONAL SECURITY

- A) Prior to commencement of work, TO Contractor Personnel to be assigned to perform work under the resulting Task Order shall be required to submit background check certification to DHMH from recognized Law Enforcement Agencies, including the FBI. TO Contractor shall be responsible for ensuring that TO Contractor Personnel background check certifications are renewed annually, and at the sole expense to the TO Contractor. DHMH reserves the right to disqualify any TO Contractor employees or subcontractors whose background checks suggest conduct, involvements, and/or associations that DHMH determines, in its sole discretion, may be inconsistent with the

performance and/or security requirements set forth in this TORFP. DHMH reserves the right to perform additional background checks on TO Contractor Personnel.

- B) Further, TO Contractor Personnel may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Contractor Personnel to be accompanied while on secured premises.
- C) TO Contractor Personnel shall, while on State premises, display their State issued identification cards without exception.
- D) TO Contractor Personnel shall follow the State of Maryland IT Security Policy and Standards throughout the term of the TO Agreement.
- E) The State reserves the right to request that the TO Contractor submit proof of employment authorization for non-United States citizens, prior to commencement of TO Contractor Personnel work under the Task Order.
- F) TO Contractor shall remove any TO Contractor Personnel from working on the resulting TO Agreement where the State of Maryland determines that said TO Contractor Personnel has not adhered to the security requirements specified herein.
- G) The cost of complying with all security requirements specified herein are the sole responsibility and obligation of the TO Contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

TO Contractor shall complete a criminal background check prior to any individual TO Contractor Personnel being assigned work on the project. TO Contractor shall provide a Criminal Background Check Affidavit ([Attachment 17](#)) prior to any work commencing on the Task Order.

3.7.5 WORK SPACE, WORKSTATIONS, NETWORK CONNECTIVITY AND SOFTWARE

DHMH will provide all necessary office space, network connectivity and required workstation hardware/software necessary to complete the requirements of this Task Order.

3.8 DELIVERABLES

3.8.1 DELIVERABLE SUBMISSION

For every deliverable, the TO Contractor shall request that the TO Manager confirm receipt of that deliverable by sending an e-mail identifying the deliverable name and date of receipt.

For every deliverable the TO Contractor shall submit by e-mail an Agency Deliverable Product Acceptance Form (DPAF), provided as [Attachment 8](#), to the TO Manager in MS Word (2007 or greater).

Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project and/or Microsoft Visio versions 2007 or later. At the TO Manager's discretion, the TO Manager may request one hard copy of a written deliverable.

A standard deliverable review cycle will be elaborated and agreed-upon between the State and the TO Contractor. This review process is entered into when the TO Contractor completes a deliverable.

For any written deliverable, the TO Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in [Section 3.8.3](#). Drafts of each final deliverable,

except status reports, are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in [Section 3.8.3](#).

3.8.2 DELIVERABLE ACCEPTANCE

A final deliverable shall satisfy the scope and requirements of this TORFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in [Section 3.8.4 Deliverable Descriptions/Acceptance Criteria](#).

The TO Manager shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The TO Manager is responsible for coordinating comments and input from various team members and stakeholders. The TO Manager is responsible for providing clear guidance and direction to the TO Contractor in the event of divergent feedback from various team members.

The TO Manager will issue to the TO Contractor a notice of acceptance or rejection of the deliverable in the DPAF ([Attachment 8](#)). Following the return of the DPAF indicating “Accepted” and signed by the TO Manager, the TO Contractor shall submit a proper invoice in accordance with the procedures in [Section 3.10 Invoicing](#).

In the event of rejection of a deliverable, the TO Manager will formally communicate in writing any deliverable deficiencies or non-conformities to the TO Contractor, describing in those deficiencies what shall be corrected prior to acceptance of the deliverable in sufficient detail for the TO Contractor to address the deficiencies. The TO Contractor shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.

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

3.8.3 MINIMUM DELIVERABLE QUALITY

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

Each deliverable shall meet the following minimum acceptance criteria:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable’s content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) In each section of the deliverable, include only information relevant to that section of the deliverable.
- E) Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
- F) Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.

G) Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.

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.

3.8.4 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
3.8.4.1	Project Manager Status Report and Timesheet	MS Word document (or mutually agreed upon document) that captures and tracks ongoing project management activities and status. The report will capture activities 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.	Weekly on the Tuesday following the reporting period.

3.9 WORK ORDER PROCESS

- A) Additional resources or services will be provided via a Work Order process A Work Order may be issued for time and materials (T&M) pricing or fixed price pricing. T&M and Fixed Price Work Orders will be issued in accordance with pre-approved Labor Categories with the fully loaded rates proposed in Attachment 1
- B) The TO Manager shall e-mail a Work Order Request (See Attachment 16) 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
- C) The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
 - 1) A response that details the TO Contractor’s understanding of the work;

- 2) A price to complete the Work Order Request using the format provided in Attachment 16;
 - 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; and
 - 6) The proposed personnel resources, including any subcontractor personnel, to complete the task.
- D) 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.
- E) The TO Manager may contact the TO Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the TO Procurement Officer for a determination of compliance with the TO and a determination whether a change order is appropriate. Written TO Procurement Officer approval is required before Work Order execution by the State.
- F) Proposed personnel on any type of Work Order shall be approved by the TO Manager. The TO Contractor shall furnish resumes of proposed personnel specifying the labor category from the CATS+ Labor Categories proposed in the TO Proposal. The TO Manager shall have the option to interview the proposed personnel and, in the event of an interview or not, shall notify the TO Contractor of acceptance or denial of the personnel.

Performance of services under a Work Order shall commence consistent with an NTP issued by the TO Manager for such Work Order.

3.10 INVOICING

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 be submitted to the TO Manager for payment approval as described below. Invoices shall be submitted monthly.

3.10.1 INVOICE SUBMISSION PROCEDURE

- A) Proper invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, "DHMH" as the recipient, date of invoice, TO Agreement number, invoiced item description, invoiced item 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.
- B) All invoices submitted for payment shall be accompanied by signed notice(s) of acceptance as described below. Payment of invoices will be withheld if the appropriate signed acceptance form documentation is not submitted.
 - 1) To be considered a proper T&M invoice (for Task Order requirements and for T&M Work Orders issued under this Task Order) the TO Contractor shall include with the signed invoice a signed DPAF for each deliverable being invoiced **and a signed**

timesheet as described in 3.10.3. Include for each person covered by the invoice the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount and a copy of each person's timesheet for the period signed by the TO Manager.

- C) The TO Contractor shall e-mail the original of each invoice and signed notice(s) of acceptance to the TO Requesting Agency at e-mail address: Dixit.Shah@maryland.gov, with a copy to the TO Manager.
- D) Invoices for final payment shall be clearly marked as "FINAL" and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

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

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

3.10.3 TIME SHEET SUBMISSION AND ACCEPTANCE

Time sheets shall be submitted to the TO Manager prior to invoicing. The TO Manager shall sign the timesheet to indicate authorization to invoice.

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

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

- A) Title: "Time Sheet for Senior Project Manager for Medicaid Point of Sale Electronic Claims Management System"
- B) Issuing company name, address, and telephone number
- C) For each employee /resource:
 - a) Employee / resource name

- b) For each Period ending date, e.g., “Period Ending: mm/dd/yyyy” (Periods run 1st through 15th and 16th through last day of the month.
- (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 Period
 - (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 periodic variances)

D) Signature and date lines for the TO Manager

3.11 INSURANCE

Offeror shall confirm that, as of the date of its proposal, the insurance policies incorporated into its Master Contract are still current and effective at the required levels (See Master Contract Section 2.7).

The Offeror shall also confirm that any insurance policies intended to satisfy the requirements of this TORFP are issued by a company that is licensed to do business in the State of Maryland. The recommended awardee must provide a certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this Section 3.13 “Insurance” within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts the TO Contractor shall update certificates of insurance annually, or as otherwise directed by the TO Manager.

3.12 SECURITY REQUIREMENTS

Note to Offerors: If you follow a more stringent standard(s) than those specified in this TORFP, map the standard you follow to NIST to show how you comply with those requirements.

3.12.1 Information Technology

3.12.1.1 The TO Contractor agrees that it and TO Contractor Personnel shall (i) abide by all applicable federal, State and local laws, rules and regulations concerning Security of Information Systems and Information Technology security and (ii) comply with and adhere to the State IT Security Policy and Standards as each may be amended or revised from time to time. Updated and revised versions of the State IT Policy and Standards are available online at: www.doit.maryland.gov – keyword: Security Policy.

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

3.12.2 TO Contractor Personnel

3.12.2.1 TO Contractor shall remove any TO Contractor Personnel from working on the TO Agreement where the State determines, at its sole discretion, that said TO Contractor Personnel has not adhered to the Security requirements specified herein.

3.12.2.2 The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the TO Agreement.

SECTION 4 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

4.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS+ TORFP shall respond no later than the submission due date and time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a TO Proposal; or 2) a completed Master Contractor Feedback Form. 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.

4.2 SUBMISSION

4.2.1 E-MAIL SUBMISSION

DHMH strongly prefers TO Proposal submissions be made via e-mail, where all submissions contain password-protected files.

DHMH will contact Offerors for the password to open each file. Each file in the TO Technical Proposal shall be encrypted with the same password. A password separate and distinct from the TO Technical Proposal password shall be used for files in the TO Financial Proposal. The TO Procurement Officer will only contact those Offerors with TO Proposals that are reasonably susceptible for award. Offerors that are unable to provide a password that opens a TO Proposal documents will be deemed not susceptible for award. Subsequent submissions of financial content will not be allowed.

For TO Proposals submitted via email, the TO Technical Proposal shall be submitted in one or more password protected e-mails separate from the TO Financial Proposal. This e-mail shall include

- A. Subject line "CATS+ TORFP # DHMH/OPASS 18-17559M00B7400545 Technical" plus the Master Contractor Name
- B. One attachment labeled "TORFP DHMH/OPASS 18-17559M00B7400545 Technical - Attachments" containing all Technical Proposal Attachments (see Section 4.3 below), signed and in PDF format.
- C. One attachment labeled "TORFP DHMH/OPASS 18-17559M00B7400545 Technical – Proposal" in Microsoft Word format (2007 or later).

DHMH can only accept e-mails that are less than or equal to 12 MB. If a submission exceeds this size, split the submission into two or more parts and include the appropriate part number in the subject (e.g., part 1 of 2) after the subject line information.

The TO Financial Proposal shall be contained in one e-mail containing as attachments all submission documents detailed in section 4.4.2, with password protection.

- A. Subject line "CATS+ TORFP # DHMH/OPASS 18-17559M00B7400545 Financial" plus the Master Contractor Name

- B. One password protected attachment labeled “TORFP DHMH/OPASS 18-17559M00B7400545 Financial” containing the TO Financial Proposal contents, signed and in PDF format.

4.2.2 PAPER SUBMISSION

DHMH strongly desires TO Proposal submissions in e-mail format. An Offeror wishing to deliver a hard copy (paper) TO Proposal shall contact the TO Procurement Officer for instructions.

4.3 SUMMARY OF ATTACHMENTS

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

The following signed attachments shall be included with the TO Technical Proposal in PDF format (for e-mail delivery)

- A. [Attachment 4](#) – Conflict of Interest Affidavit and Disclosure
- B. [Attachment 5A and 5B](#)- Attachment 5A Minimum Qualifications Summary and Attachment 5B Personnel Resume Form
- C. [Attachment 12](#) – Living Wage Affidavit of Agreement
- D. [Attachment 15](#) - Certification Regarding Investments in Iran

The following attachments shall be included with the TO Financial Proposal (with password protection if emailed):

- A. [Attachment 1](#) Price Sheet – Signed PDF

4.4 PROPOSAL FORMAT

A TO Proposal shall contain the following sections in order:

4.4.1 TO TECHNICAL PROPOSAL

Important: A TO Technical Proposal shall include NO pricing information.

A) Proposed Services

- 1) Executive Summary: A one-page summary describing the Offeror’s understanding of the TORFP scope of work ([Section 3](#)) and proposed solution.
- 2) Proposed Solution: A more detailed description of the Offeror’s understanding of the TORFP scope of work, proposed methodology and solution. The proposed solution shall be organized to exactly match the requirements outlined in [Section 3](#).
- 3) As part of the proposed solution, the Contractor shall submit a Staffing Plan to propose other resources, as well as their associated rates, that maybe required for completion of the Scope of Work. Additional resources shall be added to the contract via a Work Order Process, see [Section 3.9](#). The Staffing Plan shall also list fully loaded rates for the Optional Personnel listed in 3.6.1.7.
- 4) Assumptions: A description of any assumptions formed by the Offeror in developing the TO Technical Proposal.
- 5) Tools the Master Contractor owns and proposes for use to meet any requirements in [Section 3](#).

- 6) Offerors are asked to describe their software development SDLC or prepackaged deployment implementation experiences or working with SDLC other than waterfall such as agile or other iterative methodology.

B) Proposed Personnel and TORFP Staffing

Offeror shall propose exactly one (1) Key Personnel in response to this TORFP. Offeror shall:

- 1) Complete and provide for each proposed resource [Attachment 5A - Minimum Qualifications Summary and Attachment 5B - Personnel Resume Form](#). See TORFP Section 2.2.
- 2) Provide evidence proposed personnel possess the required certifications in accordance with [Section 2.1.2](#) Offeror's Personnel Minimum Qualifications. Also provide:
 - a) A copy of the SPM's current PMP Certification.
- 3) Provide three (3) references per proposed Key Personnel containing the information listed in **Attachment 5B**.
- 4) Provide the names and titles of the Offeror's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.

C) MBE, SBE Participation and VSBE Participation

NO MBE, SBE, or VSBE forms are required for this TORFP.

D) Master Contractor and Subcontractor Experience and Capabilities

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

For each identified contract, the Master Contractor shall provide the following (if not already provided in sub paragraph 1 above):

- a) Contract or task order name

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

Note - State of Maryland experience can be included as part of Section 2 above as engagement or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

E) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

F) Confidentiality

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

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

4.4.2 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 Price Sheet);
- B) [Attachment 1](#)– Price Sheet, with all proposed labor categories including all rates fully loaded. Master Contractors shall list all key resources by approved CATS+ labor categories in the price proposal.
- C) To be responsive to this TORFP, the Price Sheet (Attachment 1) shall provide labor rates for all labor categories anticipated for this TORFP. Proposed rates shall not exceed the rates defined in the Master Contract for the Master Contract year(s) in effect at the time of the TO Proposal due date.

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.

- D) Prices shall be valid for 120 days.

SECTION 5 - TASK ORDER AWARD PROCESS

5.1 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, the TO Requesting Agency will consider all information submitted in accordance with Section 4.

5.2 TO PROPOSAL EVALUATION CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance. Sub Criteria are not in a particular order unless otherwise noted. Failure to meet the minimum qualifications shall render a TO Proposal not reasonably susceptible for award:

- A) The qualifications and experience of proposed Key Personnel.
 - 1) Overall, the capability of the proposed resources to perform the required tasks and produce the required deliverables in the TORFP Scope of Work . Capability will be determined from each proposed individual's resume, reference checks, and oral presentation (See Section 1.5 Oral Presentations/Interviews).
 - 2) The extent of experience and capabilities as identified in Section 2.2.
- B) The Master Contractor's qualifications and experience relative to the requirements of the TORFP.
 - 1) Overall understanding of the TORFP Scope of Work – Section 3. Level of understand will be determined by the content, quality, and accuracy of the technical proposal in adherence with Section 4.4.
 - 2) Prior experience in POS ECMS systems and implementations
 - 3) Ability to provide personnel to support the State's POS ECMS implementation

5.3 SELECTION PROCEDURES

TO Technical Proposals shall be evaluated based on the criteria set forth above at Section 5.2. TO Technical Proposals and TO Financial Proposals will be evaluated independently of each other.

- A. TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 2 of this TORFP, and quality of responses to Section 4.4.1 TO Technical Proposal. Failure to meet the minimum qualifications shall render a TO Proposal not reasonably susceptible for award:
- B. For all TO Proposals deemed technically qualified, Oral Presentations will be performed.
- C. The Procurement Officer will notify those offerors whose TO Technical Proposals are classified as not reasonably susceptible for award. The TO Procurement Officer will notify the Master Contractor it has not been selected to perform the work.
- D. The Procurement Officer will only open the TO Financial Proposals where the associated TO Technical Proposals have been classified as reasonably susceptible for award.
- E. After review of TO Financial Proposals, TO Financial Proposals for qualified Offerors will be reviewed and ranked from lowest to highest price proposed.

- F. The Procurement Officer shall make a determination recommending award of the Task Order to the responsible Offeror whose TO Proposal is determined to be the most advantageous to the State, considering price and the evaluation criteria set forth above. In making this selection, the TO Technical Proposal will be given greater weight than the TO Financial Proposal.

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

5.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon:

- a. Issuance of a fully executed TO Agreement,
- b. Non-Disclosure Agreement (TO Contractor),
- c. Purchase Order, and
- d. 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	Applicable to this TORFP?	Submit with Proposal?* (Submit, Do Not Submit, N/A)
Attachment 1	Price Sheet	Applicable	Submit with TO Financial Proposal with password protection
Attachment 2	Minority Business Enterprise Participation (Attachments 1A – 5)	Not Applicable	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	Applicable	Do Not Submit with Proposal
Attachment 7	Notice to Proceed (Sample)	Applicable	Do Not Submit with Proposal
Attachment 8	Agency Deliverable Product Acceptance Form (DPAF)	Applicable	Do Not Submit with Proposal
Attachment 9	Non-Disclosure Agreement (Offeror)	Applicable	Do Not Submit with Proposal
Attachment 10	Non-Disclosure Agreement (TO Contractor)	Applicable	Do Not Submit with Proposal
Attachment 11	TO Contractor Self-Reporting Checklist	Applicable	Do Not Submit with Proposal
Attachment 12	Living Wage Affidavit of Agreement	Applicable	Submit with TO Technical Proposal
Attachment 13	Mercury Affidavit	Not Applicable	N/A
Attachment 14	Veteran Owned Small Business Enterprise Utilization Affidavit	Not Applicable	N/A
Attachment 15	Certification Regarding Investments in Iran	Applicable	Submit with TO Technical Proposal
Attachment 16	Sample Work Order	Not Applicable	N/A
Attachment 17	Criminal Background Check Affidavit	Applicable	Submit no later than 45 days after NTP.

*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 # DHMH/OPASS 18-17559M00B7400545

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.

Offerors shall include proposed labor categories and associated hourly labor rates that may be provided in the delivery of services under this TO Agreement. Offerors note that only one CATS+ labor category rate may be proposed.

Evaluated Price

Job Title from TORFP	CATS+ Labor Category <<Proposed by Master Contractor>>	Hourly Labor Rate (A)	Total Class Hours (B)	Extended Price (C)
Year 1 Mandatory Personnel				
Senior Project Manager	Insert CATS+ Labor Category	\$	2080	\$
			TOTAL Class Hours	2080
				Evaluated Price Year 1
Year 2 Mandatory Personnel				
Senior Project Manager	Insert CATS+ Labor Category	\$	2080	\$
			TOTAL Class Hours	2080
				Evaluated Price Year 2
Year 3 Mandatory Personnel				
Senior Project Manager	Insert CATS+ Labor Category	\$	2080	\$
			TOTAL Class Hours	2080
				Evaluated Price Year 3
Optional Year 1 Mandatory Personnel				
Senior Project Manager	Insert CATS+ Labor Category	\$	2080	\$
			TOTAL Class Hours	2080
				Evaluated Price Optional Year 1
Optional Year 2 Mandatory Personnel				
Senior Project Manager	Insert CATS+ Labor Category	\$	2080	\$
			TOTAL Class Hours	2080
				Evaluated Price Optional Year 2

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 Contractor shall record the rates for the Optional Personnel found in the following table and also list any other proposed personnel along with their associated rates in the proposed personnel Section in the following table. Offerors should be advised that for evaluation only the rate for the Senior Project Manager shall be used for basis of award. 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.

Non-Evaluated Price Year 1*

Job Title from TORFP	CATS+ Labor Category <<Proposed by Master Contractor>>	Hourly Labor Rate (A)
Optional Personnel		
Business Process Consultant	Insert CATS+ labor category	\$
Project Control Specialist	Insert CATS+ labor category	\$
Subject Matter Expert	Insert CATS+ labor category	\$
Proposed Personnel		
Proposed Personnel (Offeror to propose CATS+ labor categories required to complete the Scope of Work of a POS implementation).	Proposed CATS+ labor category	\$
		\$
		\$

*Additional Personnel would only be added via the Work Order Process see [Section 3.9](#).

Non-Evaluated Price Year 2*

Job Title from TORFP	CATS+ Labor Category <<Proposed by Master Contractor>>	Hourly Labor Rate (A)
Optional Personnel		
Business Process Consultant	Insert CATS+ labor category	\$
Project Control Specialist	Insert CATS+ labor category	\$
Subject Matter Expert	Insert CATS+ labor category	\$
Proposed Personnel		
Proposed Personnel (Offeror to propose CATS+ labor categories required to complete the Scope of Work of a POS implementation).	Proposed CATS+ labor category	\$
		\$
		\$

*Additional Personnel would only be added via the Work Order Process see [Section 3.9](#).

Non-Evaluated Price Year 3*

Job Title from TORFP	CATS+ Labor Category <<Proposed by Master Contractor>>	Hourly Labor Rate (A)
Optional Personnel		
Business Process Consultant	Insert CATS+ labor category	\$
Project Control Specialist	Insert CATS+ labor category	\$
Subject Matter Expert	Insert CATS+ labor category	\$
Proposed Personnel		
Proposed Personnel (Offeror to propose CATS+ labor categories required to complete the Scope of Work of a POS implementation).	Proposed CATS+ labor category	\$
		\$
		\$

*Additional Personnel would only be added via the Work Order Process see [Section 3.9.](#)

Non-Evaluated Price Optional Year 1*

Job Title from TORFP	CATS+ Labor Category <<Proposed by Master Contractor>>	Hourly Labor Rate (A)
Optional Personnel		
Business Process Consultant	Insert CATS+ labor category	\$
Project Control Specialist	Insert CATS+ labor category	\$
Subject Matter Expert	Insert CATS+ labor category	\$
Proposed Personnel		
Proposed Personnel (Offeror to propose CATS+ labor categories required to complete the Scope of Work of a POS implementation).	Proposed CATS+ labor category	\$
		\$
		\$

*Additional Personnel would only be added via the Work Order Process see [Section 3.9.](#)

Non-Evaluated Price Optional Year 2*

Job Title from TORFP	CATS+ Labor Category <<Proposed by Master Contractor>>	Hourly Labor Rate (A)
Optional Personnel		
Business Process Consultant	Insert CATS+ labor category	\$
Project Control Specialist	Insert CATS+ labor category	\$
Subject Matter Expert	Insert CATS+ labor category	\$
Proposed Personnel		
Proposed Personnel (Offeror to propose CATS+ labor categories required to complete the Scope of Work of a POS implementation).	Proposed CATS+ labor category	\$
		\$
		\$

*Additional Personnel would only be added via the Work Order Process see [Section 3.9](#).

Authorized Individual Name

Company Name

Title

Company Tax ID #

Signature

Date

ATTACHMENT 2 MINORITY BUSINESS ENTERPRISE FORMS

The Minority Business Enterprise (MBE) subcontractor participation goal for this solicitation is 0%.

ATTACHMENT 3 TASK ORDER AGREEMENT

CATS+ TORFP# DHMH/OPASS 18-17559M00B7400545 OF MASTER CONTRACT
#060B2490023

This Task Order Agreement (“TO Agreement”) is made this day of Month, 20XX by and between _____ (TO Contractor) and the STATE OF MARYLAND, Department of Health and Mental Hygiene (DHMH).

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a) “Agency” means Department of Health and Mental Hygiene, as identified in the CATS+ TORFP # DHMH/OPASS 18-17559M00B7400545.
 - b) “CATS+ TORFP” means the Task Order Request for Proposals # DHMH/OPASS 18-17559M00B7400545, dated MONTH DAY, YEAR, including any addenda and amendments.
 - c) “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated April 22, 2013.
 - d) “TO Procurement Officer” means Queen Davis. The Agency may change the TO Procurement Officer at any time by written notice.
 - e) “TO Agreement” means this signed TO Agreement between DHMH and TO Contractor.
 - f) “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g) “TO Manager” means Dixit Shah. 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 supersede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in [Section 3](#) of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - 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 three (3) years, commencing on the date the TO Agreement is fully executed 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 not exceed \$_____. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 3 of the CATS+ TORFP, but no later than thirty (30) days after the 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, DHMH

By: Queen Davis, TO Procurement Officer

Date

Witness: _____

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

Assistant Attorney General

ATTACHMENT 4 CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

Date: _____

By: _____

(Authorized Representative and Affiant)

ATTACHMENT 5 LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (INSTRUCTIONS)

- 1) For this TORFP,
 - a) Master Contractors shall comply with all personnel requirements defined under the Master Contract RFP 060B2490023.
 - b) Master Contractors shall propose the CATS+ Labor Category that best fits each proposed resource. A Master Contractor may only propose against labor categories in the Master Contractor's CATS+ Master Contract Financial Proposal.
 - c) A Master Contractor's entire TO Technical Proposal will be deemed not susceptible for award if any of the following occurs:
 - i) Failure to follow these instructions.
 - ii) Failure to propose a resource for each job title or labor category identified in the TORFP as a required submission.
 - iii) Failure of any proposed resource to meet minimum requirements as listed in this TORFP and in the CATS+ Master Contract.
 - iv) Placing content on the Minimum Qualifications Summary that is not also on the Personnel Resume Form. *The function of the Minimum Qualifications Summary is to aid the agency to make a minimum qualification determination. Information on the Minimum Qualification Summary must correspond with information on the Personnel Resume form and shall not contain additional content not found on the other form.*
 - d) Complete and sign the **Minimum Qualifications Summary** (Attachment 5A) and the **Personnel Resume Form** (Attachment 5B) for each resource proposed. Alternate resume formats are not allowed.
 - i) The **Minimum Qualifications Summary** demonstrates the proposed resource meets minimum qualifications for the labor category, as defined in the CATS+ Master Contract RFP Section 2.10, and any additional minimum requirements stated in this TORFP. For each minimum qualification, indicate the location on the Personnel Resume Form (5B) demonstrating meeting this requirement.

Only include the experience relevant to meeting a particular minimum qualification. Every skill must be linked to specific work experience and/or education. *The Minimum Qualification Summary shall not contain content that cannot be correlated to the Personnel Resume form.*

Every experience listed on the Minimum Qualifications Resume Summary must be explicitly listed with start and stop dates. Where there is a time requirement such as three months' experience, you must provide the dates from and to showing an amount of time that equals or exceeds the mandatory time requirement; in this case, three months. Note: Overlapping time periods shall only count once against a specific minimum qualification (i.e., a minimum qualification may not be met by listing two examples occurring during the same time period.).

- ii) The **Personnel Resume Form** provides resumes in a standard format. Additional information may be attached to each Personnel Resume Summary if it aids a full and complete understanding of the individual proposed.

ATTACHMENT 5 5A – MINIMUM QUALIFICATIONS SUMMARY

CATS+ TORFP # DHMH/OPASS 18-17559M00B7400545

All content on this form must also be on the Personnel Resume Form.

ONLY include information on this summary that supports meeting a minimum qualification.

Proposed Individual’s Name and Company/Sub-Contractor:	List how the proposed individual meets each requirement by including a reference to relevant entries in Form 5B									
LABOR CATEGORY TITLE – (Senior Project Manager)										
<p>Education: Insert the education description from the CATS+ Master Contract RFP from Section 2.10 for the applicable labor category</p>	<p>(Identify school or institution Name; Address; Degree obtained and dates attended.)</p>									
<p>Generalized Experience: Insert the generalized experience description from the CATS+ Master Contract RFP from Section 2.10 for the applicable labor category Provide dates in the format of MM/YY to MM/YY</p>	<p>(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Generalized Experience.)</p> <table border="1"> <tr> <td>FROM</td> <td>TO</td> <td>Job Title and Company</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td>Match to Form 5B:</td> <td colspan="2"><insert cross-reference(s) to the full description on Form 5B></td> </tr> </table>	FROM	TO	Job Title and Company				Match to Form 5B:	<insert cross-reference(s) to the full description on Form 5B>	
FROM	TO	Job Title and Company								
Match to Form 5B:	<insert cross-reference(s) to the full description on Form 5B>									
<p>Specialized Experience: Insert the specialized experience description from the CATS+ Master Contract RFP from Section 2.10 for the applicable labor category Provide dates in the format of MM/YY to MM/YY</p>	<p>(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Specialized Experience.)</p> <table border="1"> <tr> <td>FROM</td> <td>TO</td> <td>Job Title and Company</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td>Match to Form 5B:</td> <td colspan="2"><insert cross-reference to the full description on Form 5B></td> </tr> </table>	FROM	TO	Job Title and Company				Match to Form 5B:	<insert cross-reference to the full description on Form 5B>	
FROM	TO	Job Title and Company								
Match to Form 5B:	<insert cross-reference to the full description on Form 5B>									
<p>TORFP Additional Requirements Minimum qualifications and required certifications as defined in Section 2.1 of this TORFP. Provide dates in the format of MM/YY to MM/YY</p>										

The information provided on this form for this labor class is true and correct to the best of my knowledge (Signatures must be included):

Master Contractor Representative:

Signature Date

Proposed Individual:

Signature Date

ATTACHMENT 5 5B – PERSONNEL RESUME FORM

CATS+ TORFP # DHMH/OPASS 18-17559M00B7400545

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

Resource Name:	
Master Contractor:	<insert Master Contractor name> Sub-Contractor (if applicable):
Proposed CATS+ Labor Category:	<proposed by Master Contractor OR agency inserts the CATS+ labor category>
Job Title (As listed in TORFP):	Senior Project Manager

Education / Training (start with most recent 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 3 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] [Title / Role] [Period of Employment / Work (MM/YY – MM/YY)] [Location] [Contact Person (Optional if current employer)] [Technologies Used]	Description of Work (recommended: organize work descriptions to address minimum qualifications and other requirements)
[Organization] [Title / Role] [Period of Employment / Work MM/YY – MM/YY] [Location] [Contact Person] [Technologies Used]	Description of Work (recommended: organize work descriptions to address minimum qualifications and other requirements)

*Fill out each box. Do not enter “see resume” as a response.

A) References for Proposed Resource (if requested in the TORFP)

List persons the State may contact as employment references. Add lines as needed.

Reference Number:	1
Date From:	<mm/yy>
Date To:	<mm/yy>

Organization Name:	<insert organization name>
Contact Name:	<insert contact>
Contact Phone:	<insert phone>
Contact e-mail:	<insert e-mail>
Details:	<insert details>

The information provided on this form for this labor class is true and correct to the best of my knowledge (Signatures must be included):

Master Contractor Representative:

Signature Date

Proposed Individual:

Signature Date

Instruction: Sign each form.

ATTACHMENT 6 PRE-PROPOSAL CONFERENCE DIRECTIONS

Solicitation Number DHMH/OPASS 18-17559M00B7400545
SPM for Medicaid POS ECMS

A Pre-proposal conference will be held at 9:00 am local time on June 15, 2017 at 201 W. Preston Street, Conference Room L2, Baltimore, MD 21201. Please return this form by Jun 11, 2017 advising whether you plan to attend.

Return this form to the Procurement Officer via e-mail or fax:

Queen Davis
DHMH
201 W Preston St. Baltimore MD 21201
E-mail: queen.davis@maryland.gov
Fax #: (410) 333-5958

Please indicate:

Yes, the following representatives will be in attendance:

- 1.
- 2.
- 3.

No, we will not be in attendance.

Please specify whether any reasonable accommodations are requested (see RFP § 1.7 “Pre-proposal conference”):

Signature

Title

Name of Firm (please print)

ATTACHMENT 7 NOTICE TO PROCEED (SAMPLE)

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ DHMH/OPASS 18-17559M00B7400545 (TORFP #): DHMH/OPASS 18-17559M00B7400545

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 Department of Health and Mental Hygiene (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,

Queen Davis

Task Order Procurement Officer

Enclosures (2)

cc: Dixit Shah, TO Manager

Procurement Liaison Office, Department of Information Technology

Project Oversight Office, Department of Information Technology

ATTACHMENT 8 AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM

Agency Name: DHMH

Solicitation Title: Senior Project Manager for Medicaid Point of Sale Electronic Claims Management System

TO Manager: Dixit Shah (410)-767-1455

To: TO Contractor Name

The following deliverable, as required by DHMH/OPASS 18-17559M00B7400545 (TORFP #):
DHMH/OPASS 18-17559M00B7400545 has been received and reviewed in accordance with the
TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ATTACHMENT 9 NON-DISCLOSURE AGREEMENT (OFFEROR)

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

ATTACHMENT 10 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 Department of Health and Mental Hygiene, DHMH, (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 Senior Project Manager for Medicaid Point of Sale Electronic Claims Management System TORFP No. DHMH/OPASS 18-17559M00B7400545 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. Regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such, Confidential Information means (1) any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement and (2) any and all personally identifiable information (PII) (including but not limited to personal information as defined in Md. Ann. Code, State Govt. § 10-1301(c)) and protected health information (PHI) that is provided by a person or entity to the TO Contractor in connection with this TO Agreement. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State's prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information except for the sole and exclusive purpose of performing under the TO Agreement. 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 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:
 - a) This Agreement shall be governed by the laws of the State of Maryland;
 - b) The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - c) The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e) Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
 - f) The Recitals are not merely prefatory but are an integral part hereof.

TO Contractor/TO Contractor’s Personnel:

DHMH:

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 11 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 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:	
Section 1 – Task Orders with Invoices Linked to Deliverables	
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)	
Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials	
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)	
Section 3 – Substitution of Personnel	
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)	

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)
Was the substitute approved by the agency in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)
Section 4 – MBE Participation
A) What is the MBE goal as a percentage of the TO value? _____ % (If there is no MBE goal, skip to Section 5)
B) Are MBE reports 2-4A, 2-4B, and 2-5 submitted monthly? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)
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% ($3,000 \div 10,000 = 0.30$))
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)
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)
Section 5 – TO Change Management
A) Is there a written change management procedure applicable to this TO? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)
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)
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)
D) Is the change management procedure being followed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)

SUBMIT AS INSTRUCTED IN TORFP.

ATTACHMENT 12 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 13 MERCURY AFFIDAVIT

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

**ATTACHMENT 14 VETERAN SMALL BUSINESS ENTERPRISE PARTICIPATION (VSBE)
FOR STATE OF MARYLAND**

The VSBE participation goal for this solicitation is 0%.

ATTACHMENT 15 CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

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

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

CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

ATTACHMENT 16 SAMPLE WORK ORDER

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

ATTACHMENT 17 CRIMINAL BACKGROUND CHECK AFFIDAVIT

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

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

I hereby affirm that the _____ (Master Contractor) _____ has provided Department of Health and Mental Hygiene with a summary of the security clearance results for all of the candidates that will be working on Task Order Senior Project Manager for Medicaid Point of Sale Electronic Claims Management System DHMH/OPASS 18-17559M00B7400545 and all of these candidates have successfully passed all of the background checks required under Section 2.4.3.2 of the CATS + Master Contract. Master Contractors hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this Task Order.

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

Master Contractor

Typed Name

Signature

Date

Submit within 45 days of NTP