	Section 1 – General I	nformation				
RFR Number: (ADPICS Reference BPO Number)	M00B9400097	M00B9400097				
Functional Area (Enter One Only)	Functional Area 10 - IT Manag	gement Consulting S	ervices			
	Labor Catego	ry/s				
Labor Category 2.10.95 Project Mana (For a <u>Senior</u> Project Manager Role)	ager					
Anticipated Start Date	12/1/18					
Duration of Engagement	Three (3) year base period: December 1, 2018 – November 30, 2021 Two (2) one-year renewal option:  December 1, 2021 – November 30, 2022 December 1, 2022 – November 30, 2023					
Designated Small Business Reserve? (SBR):	Yes					
MBE Goal			%0			
Issue Date: mm/dd/yyyy	8/20/2018	Due Date: mm/dd/yyyy  Time (EST): 00:00 am/pm	9/18/2018 2:00 p.m. local time			
Place of Performance	Maryland Department of Health 201 W Preston St Baltimore, MD 21201					
Special Instructions	<ol> <li>In the event that more than 10 proposals are received, the TO Procurement Officer may elect to exercise the following down-select process:         <ul> <li>a. An initial evaluation for all submitted resumes and documentation will be completed. Based on this evaluation, the proposed candidates will be technically ranked highest to lowest for technical merit based on RFR Section 4 – Personnel Qualifications.</li> <li>b. Offerors who submitted the top 10 technically ranked proposals will be notified of selection for candidate interviews. The TO Procurement Officer will follow the Selection/Award Process in RFR Section 6.</li> <li>c. All other Offerors will be notified of non-selection for this RFR.</li> <li>Interviews will be performed by phone or in-person at the following location Maryland Department of Health 201 W. Preston St.</li> </ul> </li> </ol>					

All Master Contract Provisions Apply							
	Baltimore, MD 21201						
	3. At the TO Procurement Officer's discretion, an interview via telephone, the web, e.g., Skype, GoToMeeting, WebEx, may be held in lieu of an in-person meeting. All candidates selected for interview shall be interviewed in substantially the same manner.						
Security Requirements	Employee Identification						
(if applicable):	Selected personnel shall pass a background check.						
	2. When visiting State facilities, the selected personnel shall adhere to all State security requirements. This includes presenting photo ID when inside State facilities and presenting ID upon request at any time. Upon request of authorized State personnel, each such employee or agent shall provide additional photo identification.						
	3. The selected personnel shall abide by the State's Security policies and procedures in force at each site.						
	Information Technology Policies						
	1. Failure to comply with State security requirements on the part of the selected personnel will be regarded as a breach of contract. Unless otherwise determined by MDH, and in compliance with the below, the selected personnel shall provide their own laptop (hardware) and software. The selected personnel's hardware and software shall meet or exceed MDH standards for virus protection and security. All deliverables produced shall be produced in a version of software that is compatible with MDH's version (For example: Microsoft Office 2003 - MS Word, PowerPoint, Excel, and Adobe Pro Version 7).						
	2. Contractors shall comply with the requirements of the State of Maryland Department of Information Technology Security (DoIT) Security Policies and Standards, including cooperation and coordination with State and federal auditors, DoIT and other compliance officers. DoIT's policies can be found at <a href="http://doit.maryland.gov/support/pages/securitypolicies.aspx">http://doit.maryland.gov/support/pages/securitypolicies.aspx</a> and include topics such as:						
	A. Information Security Policy v3.1						
	B. Cyber Security Evaluation Tool (CSET)						
	C. Technical Security Plan Template						
	D. Mobile Device Security Policy						
	3. Contractors shall agree to enter into a connectivity agreement with MDH. The agreement shall include, but not be limited to, the following:						
	A. Refraining from connecting any non-State owned or unapproved computers to any State network without prior permission and assurances that the State security standards are met. Commercially available diagnostic tools may receive a blanket approval for use on the network, State owned PCs or other equipment as necessary to diagnose and resolve incidents.						
	B. Meeting or exceeding State security standards.						
	C. Once established, not modifying security provisions for firewalls, client, and server computers without written State approval.						
	D. Maintaining current updated virus software and virus definition files that are enabled to perform real time scans on all selected personnel supplied hardware.						

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	E. Disallowing dialup me	E. Disallowing dialup modem use while attached to the State network.						
	<ul> <li>Refraining from installing or utilizing remote control or file sharing software unless explicitly approved by the State in writing.</li> </ul>							
	G. Signing any documents that are reasonably necessary to keep the Contractor in compliance with the State IT Security Policy and the Contract							
Section 2 – TO Procurement Officer Information								
TO Requesting Agency	Maryland Department of Health (MDH)							
TO Procurement Officer	Denise Coates	TO Procurement Officer phone number	410-767-5981					
TO Procurement Officer email address	dcoates@maryland.gov							
TO Procurement Officer mailing	201 West Preston Street							
address	Room 416A-1							
	Baltimore, Maryland 21201							
	Section 3 – Scope of Work							

#### A. Background

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

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

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

The LTSS System is a custom-developed software solution for the State of Maryland designed to be expanded to support MDH's various business units. As such, modification and expansion of the underlying technology (i.e. custom and COTS software, networking gear, hardware and other technical infrastructure elements) are integral elements that support the expanding business functionality in the LTSS System. As the number and complexity of state waiver programs included in LTSS grows, so does the need for a flexible, responsive technology solution to manage the large volumes of data stored and accessed within the system and meet the state's evolving business needs.

The project manager shall provide ongoing support relating to the LTSS Maryland systems and functions. The resource to be secured under this RFR will serve as part of the State's project team. The project manager will support the Office of Health Services (OHS) throughout the project life cycle, providing project leadership through the LTSS system's ongoing operations and maintenance in addition to the planned expansions.

		B. Role Definitions						
1.	Task Order (TO) Procurement Officer – State staff person responsible for managing the RFR process up to the point of TO award.							
<ol> <li>TO Manager – State staff person who oversees the work performance for the resource and administers the once it is awarded.</li> <li>Oversees other state contracts for the LTSS system, including Software Development, Operations &amp; Maintenance, and Technical Support contracts.</li> </ol>								
3.		ATS+ Master Contractor awarded a TO Agreement as a result of this RFR. The TO le the resource and be accountable for the resource's work performance under the TO						
4.	other personnel assign by the TO Manager.	ors – The Contractors responsible for project implementation, including their PM and ed to the project. The Contractors report to the PM for project purposes with oversight is include the LTSS Software Development Vendor, O&M Vendor, and Technical Support						
		C. Job Description/s						
Labor Category/s (From Section 1 Above)		Duties / Responsibilities						
1. Project N	Aanager (PM)	<ol> <li>This position shall oversee and direct the Long Term Services and Supports (LTSS) project team, which is comprised of 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 Agency and Agency stakeholders.</li> <li>The position 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.</li> <li>The Senior Project Manager will work collaboratively with the Department and stakeholder groups to define requirements and system specifications, define procurement strategies, write procurements as necessary, and monitor project progress.</li> <li>Duties include but are not limited to:         <ul> <li>a. Project definition, preparing scope and requirements documents,</li> <li>b. Working collaboratively with State staff,</li> <li>c. Prepare system requirements and associated procurements to secure appropriate vendors for COTS and/or custom development solutions,</li> <li>d. Creating various project plans, staff task work plans, and maintaining issue lists,</li> <li>e. Manage, review, and monitor the activities of the project teams(s) and/or vendors as necessary,</li> </ul> </li> </ol>						

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defined by the Maryland Department of Information Technology, as appropriate,

- g. Communicate effectively with stakeholders,
- h. Manage the entire project success and assure the successful attainment of each and every goal set out at the onset of the project.
- i. Complete other duties as assigned.
- See Attachment 8 for a detailed description of duties, responsibilities and deliverables.

#### Section 4 - Personnel Qualifications

#### **Experience Levels/Qualifications**

Candidates will be evaluated on their ability to meet the minimum qualifications identified in Section 2.10 of the CATS+ Master RFP – 060B2490023-2016

http://doit.maryland.gov/contracts/Documents/CATSPlus2016/060B2490023-2016CATSPlus2016RFP.pdf in addition to the preferred experience/knowledge and skills listed below. Candidates possessing the preferred experience/qualifications/knowledge and skills below may receive a higher technical ranking.

#### Preferred Experience/Qualification/Knowledge/Skills

#### 1. Project Manager (PM)

#### a. Education:

- 1. Master's Degree
- 2. Active Project Management Professional (PMP) Certification or equivalent, as determined by the PO

#### b. General Experience:

- 1. At least six (6) years of experience in project management within the last ten (10) years. Proposals with this qualification will be ranked higher during evaluation.
- 2. At least ten (10) years of experience in project management

#### c. Specialized Experience:

- 1. At least five (5) years of experience in managing IT related projects within the last eight (8) years. **Proposals with this qualification will be ranked higher during evaluation**
- 2. Active Project Management Institute (PMI) Certification or equivalent, as determined by the PO. **Proposals with this qualification will be ranked higher during evaluation**
- 3. Three (3) years of experience with project management for state and/or federal government projects within the last (5) years. **Proposals with this qualification will be ranked higher during evaluation**
- 4. Three (3) years of experience executing projects using the Systems Development Life Cycle (SDLC). **Proposals with this qualification will be ranked higher during evaluation**
- At least ten (10) years of project management experience in development and operations of major IT Systems, as defined by the Department of Information Technology's MITDP Criteria (https://doit.maryland.gov/epmo/Pages/MITDP/default.aspx ).
- 6. At least ten (10) years of experience with State Government projects.

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- At least five (5) years of experience as a project manager for Healthcare IT Systems software development through all stages of the systems development lifecycle (SDLC), with special preference for projects related Medicare/Medicaid.
- 8. At least (5) years of experience in Major IT Delivery Projects (MITDP) within the State of Maryland.
- 9. At least five (5) years supporting the Advance Planning Document (APDs) development to obtain federal funds IT initiatives.
- 10. At least five (5) years of experience supporting HIPAA X12 Claims Processing.
- 11. At least five (5) years managing Hosting & Operations for large-scale IT system that operates 24-hours per day, 365 days per year.
- 12. Demonstrated a leadership role in at least three (3) successful projects that were delivered on time and on budget.
- 13. At least three (3) years of software development using the Agile method.
- 14. Successfully led two (2) or more State Government Request for Proposals (RFP) through the drafting and review process, creation of evaluation tools, review of submitted vendor proposals, interviews and/or oral presentations, and development of award justification.

#### Section 5 - Required Submissions

- 1. Master Contractors may propose only one candidate for each position requested.
- 2. Master Contractors electing not to propose in response to the RFR must submit a "Master Contractor Feedback Form" via the "Master Contractor Login" on the CATS+ web site.
- 3. Master Contractors proposing in response to the RFR must submit the documents below as separate files contained in two separate emails as follows:

#### Email 1 of 2 with "Technical": Master Contractor Name, RFR number, & candidate name in the subject line.

- RFR Attachment 1 RFR Resume Form for each labor category described in the RFR submit one Attachment 1 for
  each candidate proposed. Attachment 1 shall include three (3) current references for each candidate proposed that
  can be contacted for performance verification for each candidate's work experience and skills. Telephone number
  and email address of reference is needed.
- 2. RFR Attachment 3 Certification Regarding Investments in Iran.
- 3. RFR Attachment 4 Conflict of Interest Affidavit
- 4. RFR Attachment 5 Non-Disclosure Agreement TO Contractor (including Exhibit A)
- 5. RFR Attachment 6 Living Wage Affidavit
- 6. Copy of current PMI certificate, or equivalent (equivalency to be determined by the PO)
- 7. Narrative describing recent projects and how these projects meet the minimum and preferred criteria for the contract.
- 8. Any relative documentation to demonstrate meeting the qualifications in RFR Section 4 Personnel Qualifications.

### Email 2 of 2 <u>as a password protected file</u> with "Financial": Master Contractor Name, RFR number, & candidate name in the subject line. The password must be unique for each candidate e-mail.

- 1. RFR Attachment 2 Price Proposal submit a separate Attachment 2 Price Proposal for each proposed candidate.
- 2. Statement within the Price Proposal that rate is all inclusive

The TO Procurement Officer will contact Master Contractors to obtain the password to the financial proposal for those candidates that are deemed reasonably susceptible for award. Master Contractors who cannot provide a password that opens the file may be considered not susceptible for award. Subsequent submissions of financial content will not be allowed.

**All Master Contract Provisions Apply** 

#### Section 6 - Selection/Award Process

- 1. After completion of interviews, the remaining 10 proposals will be ranked for technical merit based on the following evaluation criteria (evaluation criteria are listed in descending order of importance):
  - A. Relevance of management experience for IT, specifically healthcare related projects implemented using the SDLC and Agile Approach Experience
  - B. Technical knowledge related to systems development, operations, and hosting
  - C. Relevance of experience in writing, evaluating, and monitoring RFPs and /or other contract procurement methods
  - D. Scale of projects or systems managed claims volume, number of end users, and database size
  - E. Relevance of IT project management experience to minimum and preferred project management qualifications, labor category requirements, and project management duties and responsibilities (as described in Attachment 1)
  - F. Ability to clearly communicate as demonstrated in the interview
  - G. Training and education as it relates to minimum and preferred qualifications, labor category requirements, and project management duties and responsibilities (as described in Attachment 3).
  - H. Quality of References
- 2. The TO Procurement Officer will only open the Price Proposals where the associated technical proposal/candidate has been classified as reasonably susceptible for award.
- 3. Price Proposals will be evaluated and ranked from lowest to highest price proposed.
- 4. When in the best interest of the State, the TO Procurement Officer may request, in writing, a financial Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO.

The TO Procurement Officer will recommend award to the Master Contractor/s whose proposal is determined to be the best value to the State, considering price and the evaluation factors set forth above. In this evaluation, technical merit is considered to have greater weight. The TO Procurement Officer will initiate and deliver a Task Order Agreement to the selected Master Contractor/s. Master Contractors should be aware that if selected, State law regarding conflict of interest may prevent future participation in procurements related to the RFR Scope of Work, depending upon specific circumstances.

#### **Section 7 – Invoicing Instructions**

- 1. After the end of each month, the TO Contractor shall submit timesheets to the TO Manager, for review prior to submitting an invoice.
- 2. The TO Manager shall review, sign, and return the timesheets to the TO Contractor.
- 3. The TO Contractor shall send a copy of the signed timesheets with an invoice to the TO Manager.
- 4. The TO Contractor shall invoice the State monthly at the proposed hourly labor rate for actual hours worked, as documented in the approved timesheets.

#### **Special Invoicing Instructions**

The Contractor shall submit all invoices as follows:

- 1. Invoices shall be submitted by the 15th business day of the month following the month the services were provided and shall be accompanied by status reports that account for all hours billed and the activity that was being performed. Upon verification and acceptance of the invoices, payment will be made to the Master Contractor.
- 2. All invoices for services shall be signed by the Contractor and submitted to the TO Manager:

Jesse Song

TO Manager

201 West Preston St, RM 118

Baltimore, MD 21201

3. Except as provided herein, payments to the Master Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract. Invoices for payment shall contain the Master Contractor's Federal Employer Identification Number (FEIN), as well as the information described below, and must be submitted to Jesse Song, TO Manager, for

**All Master Contract Provisions Apply** 

#### payment approval.

- a. Contractor name
- b. Remittance address
- c. Invoice period
- d. Invoice date
- e. Invoice number
- f. State assigned Contract number
- g. State assigned (Blanket) Purchase Order number(s)
- h. Goods or services provided
- i. Amount due
- i. MDH
- k. Labor Category
- I. Contractor Point of Contact name and phone number
- m. An original of each invoice and supporting documentation
- 4. 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 Contract. In no event shall any invoice be submitted later than sixty (60) calendar days from the Contract termination date.
- 5. The Department reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Department with all required deliverables within the time frame specified in the Contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract. Any action on the part of the Department, or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.02.

#### Attachment 1 - RFR Resume Summary Form - CATS+ RFR #

Proposed K	ey Personnel:	Master Con	tractor:		CATS+ Labor Category:	CATS+ Labor Category:			
					•				
Education: 1. Bachelo	or's Degree from an accredited	Institution/Address:		Degree or Certification: Field of Study:	Year Co	ompleted:			
Comput	or university in Engineering, ter Science, Information Systems, ss or other related discipline.								
Generalized	d Experience:	Start	End	Company/Job Title	Relevant Work Experience	.e			
	six (6) years of experience in management within the last ten								
(10) years									
Specialized	Experience:	Start	End	Company/Job Title	Relevant Work Experience	e			
	five (5) years of experience in g IT related projects within the								
last eigh	t (8) years.								
(PMI) Ce	roject Management Institute ertification or equivalent, as ned by the PO.								
	•								

	Ail	Master	Contract Provisions A	фріу
3. Three (3) years of experience with project management for state and/or federal government projects within the last (5) years.				
4. Three (3) years of experience executing projects using the Systems Development Life Cycle (SDLC).				
RFR Additional Requirements:	Start	End	Company/Job Title	Relevant Work Experience
Preferred				
a. Education:				
1. Master's Degree				
Active Project Management Professional (PMP) Certification or equivalent, as determined by the PO.				
b. General Experience:				
<ol> <li>At least six (6) years of experience in project management within the last ten (10) years. Proposals with this qualification will be ranked higher during evaluation.</li> </ol>				
2. At least ten (10) years of experience in project management.				
c. Specialized Experience:				
1. At least five (5) years of experience in managing IT related projects within the last eight (8) years. Proposals with this qualification will be ranked higher during evaluation				
Active Project Management Institute     (PMI) Certification or equivalent, as				

	All Master Con	tract Provisions Apply	
determined by the PO. Proposals with this qualification will be ranked higher during evaluation			
3. Three (3) years of experience with project management for state and/or federal government projects within the last (5) years. Proposals with this qualification will be ranked higher during evaluation			
4. Three (3) years of experience executing projects using the Systems Development Life Cycle (SDLC). Proposals with this qualification will be ranked higher during evaluation			
5. At least ten (10) years of project management experience in development and operations of major IT Systems.			
<ol><li>At least ten (10) years of experience with State Government projects.</li></ol>			
<ol> <li>At least five (5) years of experience as a project manager for Healthcare IT Systems software development through all stages of the systems development lifecycle (SDLC), with special preference for projects related Medicare/Medicaid.</li> </ol>			
<ol> <li>At least (5) years of experience in Major IT Delivery Projects (MITDP) within the State of Maryland.</li> </ol>			
<ol> <li>At least five (5) years supporting the Advance Planning Document (APDs) development to obtain federal funds IT initiatives.</li> </ol>			

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

R	eference Name Job Title or Posi		or Position	Organization Name	Telephone / Email
The information	provided on this form for this	labor category is tru	e and correct to the I	pest of my knowledge:	
	Master Contractor Repre	sentative:	Proposed	Key Personnel:	
	Signature		Signature		
	Printed Name:		Printed Na	me	
	 Date		 Date		

#### ATTACHMENT 2 - PRICE PROPOSAL - FOR MULTI-YEAR RFR

(This form is to be filled out by Master Contractors - Submit as the Financial Response with password protection)

В	ase Period 1 (one year)		
	А	В	С
CATS+ Labor Category	Fully Loaded Hourly Labor Rate	Evaluation Hours	Extended Price (A x B)
Project Manager	\$	2,000	\$
	Total Base Period 1 Ev	aluation Price	\$
В	ase Period 2 (one year)		
CATCALL	А	В	С
CATS+ Labor Category	Fully Loaded Hourly Labor Rate	Evaluation Hours	Extended Price (A x B)
Project Manager	\$	2,000	\$
	Total Base Period 2 E	valuation Price	\$
В	ase Period 3 (one year)		
CATS+ Labor Category	А	В	С
	Fully Loaded Hourly Labor Rate	Evaluation Hours	Extended Price (A x B)
Project Manager	\$	2,000	\$
	\$		
Rei	newal Period 1 (one year	•)	
	А	В	С
CATS+ Labor Category	Fully Loaded Hourly Labor Rate	Evaluation Hours	Extended Price (B x C)
Project Manager	\$	2,000	\$
	Total Renewal Period 1 Ev	valuation Price	\$
Rei	newal Period 2 (one year	·)	
	А	В	С
CATS+ Labor Category	Fully Loaded Hourly Labor Rate	Evaluation Hours	Extended Price (A x B)
Project Manager	\$	2,000	\$
T	otal Renewal Period 2 Ev	aluation Price	\$
	Total RFR (Sum of Perio	ods 1-5 Prices)	\$

Authorized Individual Name	Company Name
Title	Company Tax ID #
Signature	Date

The Hourly Labor Rate cannot exceed the Master Contract rate but may be lower. Rates must be fully loaded, all inclusive, and shall include all direct and indirect costs for the Master Contractor to perform under the TOA. Evaluation Hours are for evaluation purposes only and do not represent actual hours to be worked or invoiced.

#### ATTACHMENT 3 - 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 Ar	rticle,	§17-	-/(	15:
---	---------	------	-----	-----

- (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:	

# Request for Resume (RFR) CATS+ Master Contract – 060B2490023-2016 All Master Contract Provisions Apply 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 – NON-DISCLOSURE AGREEMENT TO CONTRACTOR

land State Department of ontractor"), a corporation its principal office in
its principal office in
"TO Agreement") for, (the "RFR") issued gency, Project Number
the TO Agreement, it will es and agents (collectively g
(

NOW, THEREFORE, in consideration of being given access to the Confidential Information in connection with the RFR 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 RFR or who will otherwise have a role in performing any aspect of the RFR, 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.

- TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, 5. 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).
- TO Contractor shall, at its own expense, return to the Department or Agency, all Confidential Information in 6. its care, custody, control or possession upon request of the Department or Agency 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.
- TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to 8. abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
- 9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
- 10. The parties further agree that:
  - This Agreement shall be governed by the laws of the State of Maryland;
  - 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;
  - The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
  - The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
  - Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and

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

TO Contractor/TO Contractor's Personnel:	<b>TO Requesting Agency:</b>
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

#### All Master Contract Provisions Apply ATTACHMENT 6 – LIVING WAGE AFFIDAVIT

Contr	act No.
Name	of Contractor
	SS
City_	State Zip Code
The U	Contract is Exempt from the Living Wage Law indersigned, being an authorized representative of the above-named Contractor, hereby affirms that intract 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 A.	Contract is a Living Wage Contract  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.
	ommissioner of Labor and Industry reserves the right to request payroll records and other data that mmissioner deems sufficient to confirm these affirmations at any time.
Name	of Authorized Representative:
Signat	ure of Authorized Representative
Date:	Title:
	s Name (Typed or Printed):
Witne	s Signature and Date:

# Request for Resume (RFR) CATS+ Master Contract - 060B2490023-2016 All Master Contract Provisions Apply ATTACHMENT 7- CRIMINAL BACKGROUND CHECK AFFIDAVIT

#### **AUTHORIZED REPRESENTATIVE**

Date

I HEREBY AFFIRM THAT:
I am the 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 RFP 060B2490023-2016 (CATS+).
Agency Name>> with a summary of the security clearance results for all of the candidates that will be working on Task Order Project Manager-Senior for the LTSS/ISAS (M00B9400097) and all of these candidates have successfully passed all of the background checks required under Section 2.4.3 to the of the CATS+ RFP 060B2490023-2016. 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

Submit seven (7) days prior to NTP date

### ATTACHMENT 8- SENIOR PROJECT MANAGER DUTIES, RESPONSIBILITIES, & DELIVERABLES

1.	ROLE DEFINITIONS  The purpose of this section is to distinguish among the roles interacting with the SPM obtained through this RFR.
A.	Task Order (TO) Procurement Officer – State staff person responsible for managing the RFR process up to the point of TO award.
В.	TO Manager – State staff person who oversees the SPM's work performance and administers the TO once it is awarded.
	Oversees other state contracts for the LTSS system, including Software Development, Operations & Maintenance, and Technical Support contracts.
C.	TO Contractor – The CATS+ Master Contractor awarded a TO as a result of this RFR. The TO Contractor shall provide the SPM resource and be accountable for SPM work performance under the TO.
D.	Senior Project Manager (SPM) – The person provided by the TO Contractor as a result of this RFR. The SPM is responsible for overall project planning and execution. The SPM is responsible for performing the duties and responsibilities described in Attachment 8, and for completing all assigned tasks and deliverables under the TO. The SPM reports directly to the TO Manager and shall oversee and direct the Project Team made up of State and contractual personnel.
E.	Other Project Contractors – The Contractors responsible for project implementation, including their PM and other personnel assigned to the project. The Contractors report to the PM for project purposes with oversight by the TO Manager.

#### 2. SENIOR PROJECT MANAGER DUTIES AND RESPONSIBILITIES

The SPM shall oversee and direct the project team comprised of current State and contractual personnel as determined by the TO Manager. Responsibilities include overall 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. The position shall ensure the application of PMI and State SDLC standards in managing the project.

The SPM shall report to the TO Manager and perform the tasks described in the table below. The SPM shall be capable of performing all assigned tasks with self-sufficiency and minimal guidance from the TO Manager. SPM performance shall be rated by the State each month, based on performance in the nine PMBOK knowledge areas as applied to the Project, and the quality of the written deliverables described in Section 7 below (See Exhibit 1 – Deliverable Product Acceptance Form for performance rating criteria).

The SPM shall be accountable for the creation of any and all written deliverables that do not exist for the project, and for the updating of those that do exist. The SPM shall ensure that all deliverables are consistent with standards in the Project Management Institute (PMI) Project Management Body of Knowledge (PMBOK) and State of Maryland System Development Life Cycle (SDLC) (see Section 3 below).

#### **SPM Project Management Duties**

An asterisk (\*) by the section number below and bold italics identifies a deliverable associated with the duty / responsibility. Refer to Section 6 for full descriptions of all deliverables and time of performance.

2.1 1. Become thoroughly knowledgeable on all aspects of the LTSS/ISAS Project.

2.2 *	1.	Provide LTSS/ISAS Project Management (Deliverable 6.1) consistent with PMI and PMBOK principles of project management and the State of Maryland SDLC. Manage and integrate project resources including oversight of the project team. Exercise PM best practices for the Project and oversee project activities consistent with the nine knowledge areas including:  a. Procurement Management - consisting of procurement planning, contracts planning, authoring solicitations, evaluation, requesting solicitation responses, selecting contractor(s), administering
		contract(s), and contract(s) closing activities.
		<ul> <li>Schedule Management - consisting of activity definition and sequencing, resource estimating, duration estimating, schedule development, and schedule control activities.</li> </ul>
		c. Integration Management - consisting of project plan development, project plan execution, and integrated change control activities.
		d. Scope Management - consisting of project initiation, scope planning, scope definition and scope change control activities.
		e. Cost Management - consisting of resource planning, cost estimating, budgeting and cost control activities.
		f. Human Resources Management - consisting of organizational planning, project team acquisition and staff development activities.
		g. Risk Management - consisting of risk management planning, risk identification, risk quantitative and qualitative analysis, response planning, monitoring, and control activities.
		h. Quality Management - consisting of quality planning, quality assurance and quality control activities.
		<ul> <li>Communications Management - consisting of communications planning, information distribution, progress and performance reporting, and stakeholder communications management activities.</li> </ul>
2.3 *	1.	Create (if necessary) and manage updating of the <i>Project Management Plan (Deliverable 6.2).</i>
	2.	Ensure that plan components adequately document how the project will be executed, monitored and controlled.
	3.	Ensure that the plan adequately defines the managerial, technical, and supporting processes and activities necessary for sound project development.
	4.	Ensure that the plan adequately covers topics such as Scope Management, Schedule Management, Quality Management, Resource Management, Communications Management, Project Change Management, Risk Management, Procurement Management and others as deemed necessary to manage the project.
2.4 *	1.	Create (if necessary) and manage updating of the <i>Work Breakdown Structure (WBS) (Deliverable 6.3)</i> consistent with PMBOK standards for all project work.
2.5 *	1.	Create (if necessary) and manage updating of the <i>Integrated Master Schedule (Deliverable 6.4)</i> based on the WBS (see 2.4 above) and usable for tracking project activities.
	2.	This schedule should include all project management, agency and contractor activities in sufficient detail to manage the project.
	3.	The schedule should include milestones, deliverables, periods of performance, degrees of completion, and assigned resources for all project activities.

	4.	The activities duration in the master schedule should be at appropriate level of granularity to manage and track project progress.
	5.	Oversee appropriate updates to the Project Management Plan (see 2.3 above) and related project components as outlined in the SDLC.
2.6	1.	Oversee integration of other Project Contractors' schedules and methodologies into the <i>Integrated Master Schedule</i> (see 2.5 above) to track all project progress.
	2.	Ensure appropriate updates to the Project Management Plan (see 2.3 above) and related project components as outlined in the SDLC.
2.7 *	1.	Create (if necessary) and manage updating of the <i>Communications Management Plan (Deliverable 6.5)</i> for all project stakeholders.
	2.	Include stakeholder contact list, distribution structure, description of information to be disseminated, schedule listing when information will be produced and method for updating the communications plan.
	3.	Ensure all appropriate stakeholders have been identified and their requirements and expectations have been documented and managed within the scope of the project.
2.8 *	1.	Create (if necessary) and manage updating of the <i>Risk Management Plan (RMP) and Risk Registry</i> ( <i>Deliverable 6.6</i> ).
	2.	At a minimum the RMP shall:
		a. Identify and prioritize potential risks to successful completion of the SDLC Phases.
		<ul> <li>Incorporate pertinent risk information found in the Master Project Status Report (see 2.14 below).</li> </ul>
		c. Include a Risk Registry of all project risks that will be updated throughout the project.
2.9	1.	Develop, document and implement escalation and resolution processes for the project and communicate the process to all stakeholders.
2.10 *	1.	Ensure the Project Team has created and is updating a <i>Deliverable Comments Matrix (DCM)</i> ( <i>Deliverable 6.7</i> ) for each deliverable or SDLC product provided by each Project Contractor's primary point of contact.
	2.	Ensure that the Project Team reviews, and coordinates the review among appropriate stakeholders, of Project deliverables for completeness and conformance to requirements.
	3.	Ensure the Project Team documents resulting issues and questions in the DCM to be resolved by the Development Contractor prior to deliverable acceptance.
	4.	Ensure the Project Team reviews subsequent updated versions of deliverables to confirm all issues and questions have been resolved satisfactorily.
	5.	The DCM process is part of the Quality Assurance Plan (see 2.12 below).
2.11 *	1.	Create (if necessary) and manage updating of the <i>Change Management Plan (Deliverable 6.8)</i> that describes the process for making changes to project scope, requirements, or cost as necessary.
	2.	At a minimum, the Change Management Plan shall:
		a. Describe the change management and approval processes to include:

	<ul> <li>i. Coordination with the TO Procurement Officer to define change order scope, cost, and project impact of proposed changes to the project;</li> </ul>
	ii. Coordination with the TO Manager for review and approval of proposed changes to the
	project;
	<ul><li>iii. Coordination with the Project Team and any Contractors for review and agreement on proposed changes;</li></ul>
	<ul> <li>iv. Coordination with the TO Manager and any Contractors for documentation and implementation of change orders; and</li> </ul>
	v. Project integration management consistent with the PMBOK for approved changes.
	b. Describe the tools used (i.e. change request form)
2.12 *	1. Create (if necessary) and manage updating of the Quality Assurance Plan (Deliverable 6.9).
	2. At a minimum the QAP shall:
	<ul> <li>a. Describe the process for quality management of project deliverables via the DCM process (see 2.10 above).</li> </ul>
	<ul> <li>Describe the processes for quality management of testing, software development and configuration management, as applicable.</li> </ul>
	c. Develop a written procedure for configuration control for application code promotion.
2.13	1. Ensure creation and ongoing updating of the PM Status Report and Timesheet (Deliverable 6.10).
	2. At a minimum, the PM Status Report and Timesheet shall:
	<ul> <li>Report on completed and planned project activities for the reporting period,</li> </ul>
	b. Highlight schedule deviation from baseline,
	<ul> <li>Provide schedule updates, progress of work being performed, milestones attained, resources expended,</li> </ul>
	d. Document risks and issues encountered and corrective actions taken
	e. Track project cost and expenditures
	3.
2.14 *	<ol> <li>Ensure creation and ongoing updating of the Master Status Report (Deliverable 6.11). Oversee weekly Project Team meetings, to include any Contractors when appropriate.</li> </ol>
	2. 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.
	<ul> <li>Project status, risk and issue dispositions for the past week, and planned activities for the week upcoming.</li> </ul>
	<ul> <li>d. PM activities and needed updates to the Integrated Master Schedule (see 2.5 above) and Master RMP (see 2.8 above).</li> </ul>
	e. Performance as measured against the Project Schedule.
2.15	1. Ensure project governance and control according to the Project Management Plan (see 2.3 above).
	1. Listife project governance and control according to the Project Management Plan (see 2.5 above).

	3. Ensure the documentation of schedule variances in the Integrated Master Schedule (see 2.5 above) and Master Status Report (see 2.14 above).
2.16	1. Ensure that the Project Team will collect, organize, store, and manage 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
2.17	Function as a liaison between Agency personnel, project stakeholders and any Contractors.
2.18	Assign other minor duties related to project management support to the Project Team. Minor duties may include:
	a. Responding to phone calls and email
	b. Making photo copies
	c. Scheduling and attending ad hoc meetings
	d. Engaging in TO performance discussions
	e. Coordinating Development Contractor invoicing
	f. Participating in Independent Verification & Validation (IV&V) assessments.
2.19 *	1. Ensure the creation/updating of a Human Resource Management Plan (Deliverable 6.12).
	2. At a minimum, the Human Resource Management Plan shall:
	<ul> <li>Identify project tasks and assignments and work with Agency and any Contractors to resolve workload conflicts.</li> </ul>
	b. Define roles and responsibilities needed for each resource on the project.
	c. Provide projections for resource and resource utilization.
	d. Define staff acquisition strategy including backfilling of State resources if applicable.
	e. Document staff training plan if required.
	f. Define organizational structure based on resources.
2.20 *	1. Ensure the creation/updating of a Schedule Management Plan (Deliverable 6.13).
	2. At a minimum, the Schedule Management Plan shall:
	a. Document tools the project will use to manage the schedule and frequency of updates.
	<ul> <li>Define process for how schedule shall be tracked and reported including metrics used to report overall schedule performance.</li> </ul>
	<ul> <li>Define process for schedule change process, including the process for baselining schedule and approving schedule changes.</li> </ul>
2.21 *	1. Ensure the creation/updating of a Cost Management Plan (Deliverable 6.14).
	2. At a minimum, the Cost Management Plan shall:

	All Master Contract Provisions Apply			
	a. Establish the activities and criteria for planning, structuring, and controlling project costs.			
	b. Establish the project cost baseline through cost estimation and budget determination.			
	c. Define cost estimating and cost controls for the project.			
	d. Define and document how costs and cost variances will be reported regularly.			
2.22 *	Ensure the creation/updating of a Procurement Management Plan (Deliverable 6.15).			
	2. At a minimum, the Procurement Management Plan shall:			
	<ul> <li>Define the procedures for how the project will purchase or acquire all products and services needed from outside the team to perform project tasks</li> </ul>			
	b. Document procurement management activities for the project.			
	c. Document contract management activities for the project.			
2.23	Ensure change orders are managed in accordance with the Change Management Plan (see 2.11 above).			
	2. Work with the contract Procurement Officer to define change order scope, cost, and project impact.			
	3. Perform cost-benefit analyses and provide valid justifications for change orders.			
	<ol> <li>Document and coordinate the implementation of change orders with the Contract Manager and other Contractors.</li> </ol>			
2.24	1. Ensure project governance processes are documented and practiced.			
2.25	Ensure development of a written procedure for configuration control for application code promotion.			
2.26	Identify project tasks and assignments and work with agency and Development Contractor to resolve workload conflicts.			
2.27	Coordinate the Project Team's interaction with IV&V contractors and ensure the availability of all project artifacts for IV&V assessments.			
2.28	Work closely with the Project Team and Development Contractor to develop or review and update detailed project requirements.			
	2. Requirements activities may include:			
	a. Stakeholder interviews;			
	b. Documenting before and after business processes;			
	c. Review of existing requirements documentation;			
	d. Joint Application Development (JAD) sessions;			
	e. Demonstrations of existing similar systems (benchmarking);			
	f. and Requirements walkthroughs.			
2.29	1. Control the scope of the project leveraging tools and change management activities.			
2.30	Work as the LTSS/ISAS project TO Manager and serves as the single point of contact for the State regarding day-to-day operations of the LTSS/ISAS project.			
2.31	1. Oversees and directs the LTSS/ISAS project, the PMO, and project team.			
2.32	1. Responsible for ensuring that work performed under TOs is within scope, consistent with			
	I			

requirements, and delivered on time and on budget.  Ensure the vendor's Implementation Methodology is aligned with the State's SDLC methodology and leverage it on the LTSS/ISAS implementation.  Demonstrate competency in the LTSS/ISAS system.  Ensure project is properly planned and staffed.  Work with the vendor engagement manager to identify/resolve all issues that could impact project scope and/or timeframes.  Work with the vendor's Delivery Assurance to ensure compliance with agreed to checkpoints.			
Ensure project is properly planned and staffed.  Work with the vendor engagement manager to identify/resolve all issues that could impact project scope and/or timeframes.			
Work with the vendor engagement manager to identify/resolve all issues that could impact project scope and/or timeframes.			
scope and/or timeframes.			
Work with the vendor's Delivery Assurance to ensure compliance with agreed to checkpoints.			
1. Present at LTSS Steering Committee meetings and DoIT monthly and/or quarterly meetings.			
Ensure the LTSS/ISAS project takes advantage of the vendor's product best practices.			
Be a liaison for the State's Business, IT and Vendor's professional services team.			
Ensure the successful transitions of the State from the current LTSS/ISAS vendors to the selected vendors when applicable.			
Ensure the LTSS/ISAS Solution is implemented to the Stakeholders' satisfaction.			
Ensure the plan to disposition the legacy system is delivered after the LTSS/ISAS project closure.			
Assist with development of Advance Planning Documents (APDs) to secure federal funding for LTSS.			
Draft, review, and lead submission process for State Government Request for Proposals (RFPs)			
Update and manage submission for project reporting, including the <i>Information Technology Project Request (ITPR), Department of Information Technology MITDP Monthly Report</i> .			
Attend LTSS Architecture Review Board (ARB) meetings to represent program needs during ARB decision making and coordinate ARB meetings as needed.			
Other duties within scope of the LTSS project as needed by TO Manager.			
RED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES			
all keep informed of and comply with all applicable laws, regulations, policies, standards and affecting information technology projects applicable to activities and obligations under the TO, as those laws, policies, standards and guidelines may be amended from time to time. The SPM shall not remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines roject execution and it shall obtain and maintain, at its expense, all licenses, permits, insurance, and tal approvals, if any, necessary to the performance of its obligations under the TO Agreement. These ex, but are not limited to:			
e nine project management knowledge areas in the PMI's PMBOK.			
e State's SDLC methodology at: http://doit.maryland.gov/SDLC/Pages/agile-sdlc.aspx			
The State's IT Security Policy and Standards at: www.DoIT.maryland.gov - keyword: Security Policy.			
D. The State's IT Project Oversight at: http://doit.maryland.gov/epmo/Pages/MITDP/oversight.aspx			
TITUTION OF PERSONNEL			
ECTED PERSONNEL REPLACEMENT			
A. The Agency TO Manager may direct the Master Contractor to replace any contractor personnel who, in the			

**All Master Contract Provisions Apply** 

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 MDH, Contract, or RFR requirement.

- B. If deemed appropriate in the discretion of the TO Manager, the TO Manager shall give written notice of any personnel performance issues to the Master Contractor, describing the problem and delineating the remediation requirement(s). The Master 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 Master 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 Master 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 contractor personnel whose performance is at issue. A request for a new Remediation Plan will follow the procedure described in Paragraph B.
- D. In circumstances of directed removal, the Master Contractor shall provide a suitable replacement for TO Manager approval within fifteen (15) days of date of the notification of directed removal, or the actual removal, whichever occurs first. However, if the TO Manager determines that the State's best interests require removal of the contractor personnel with less than fifteen (15) days' notice, the TO Manager can direct removal in shorter timeframe, including immediate removal.
- 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 contractor personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the RFR or which otherwise may be available at law or in equity.

#### B. SUBSTITUTION OF PERSONNEL PRIOR TO RFR EXECUTION (AND UP TO 30 DAYS AFTER RFR EXECUTION)

Prior to Task Order Execution or within thirty (30) days after Task Order Execution, the Offeror may substitute proposed candidate 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 full-time 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.

#### C. SUBSTITUTION AFTER 30 DAYS POST RFR EXECUTION

The procedure for substituting personnel after RFR execution is as follows:

- 1. The Master Contractor may not substitute personnel without the prior approval of the Agency TO Manager.
- 2. To replace any personnel, the Master 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.
- 3. Proposed substitute individual shall be approved by the Agency TO Manager. The Agency 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 Agency TO Manager shall notify the Master Contractor of acceptance or denial of the requested substitution. If no acceptable substitute personnel is proposed within the time

All Master Contract Provisions Apply

	frame established by the Agency TO Manager, the TO Agreement may be cancelled.			
5. <b>W</b>	5. WORK HOURS			
A.	The SPM will work an eight-hour day between the hours of 7:00 AM and 6:00 PM, Monday through Friday except for State holidays and Service Reduction days or other office closures, or an alternate work schedule with prior approval of the Agency TO Manager.			
В.	Duties also may require some evening and/or weekend hours billed on actual time worked at the proposed hourly rate.			

#### 6. SENIOR PROJECT MANAGER DELIVERABLES AND TIME OF PERFORMANCE

Note – for each of the written deliverables below, ongoing quality will be a factor in the Monthly Performance Rating described in Section 4 above.

ID#	Deliverable Description	Acceptance Criteria	Time of Performance
6.1		LTSS/ISAS Program Management – Encompasses the duties and responsibilities in Section 2 above and culminates in the overall effective oversight and control of the LTSS/ISAS project. This is a single continuous deliverable encompassing all other deliverables described in this section.  Note - The quality of this deliverable is based on performance in the nine PMBOK knowledge areas as applied to the LTSS/ISAS project, and the quality of the written deliverables in this section. The LTSS/ISAS Project Oversight deliverable shall be assessed by the contract Manager via the process described in Section 4 above.	Throughout the duration of the contract
6.2	Project Management Plan	MS Word document (or mutually agreed upon document) that defines how the project will be executed, monitored and controlled. The document will be developed with input from the project team and key stakeholders. The plan should address topics including Scope Management, Schedule Management, Financial Management, Quality Management, Resource Management, Communications Management, Project Change Management, Risk Management, and Procurement Management as defined in the PMBOK. The Project Management Plan shall comply with Maryland's SDLC and Attachment 2, Section 2 requirements for the deliverable.	Updated quarterly or as directed by the TO Manager
6.3	Work Breakdown Structure (WBS)	MS Word or Excel document (or mutually agreed upon document) that contains tiers showing project milestones or phases in the top level with a breakdown of major project tasks into manageable "work packages" underneath. Work packages at the bottom level should have no smaller than two-week durations and have measurable, testable, or observable outputs suitable for tracking project progress. The WBS shall comply with Maryland's SDLC and Attachment 2, Section 2 requirements for the deliverable.	Updated quarterly or as directed by the TO Manager
6.4	Integrated Master	MS Project document (or mutually agreed upon document) that is based on the WBS (see 6.2 above) and suitable for tracking project	Update bi- weekly or as

	Schedule	activities. At a minimum, the Master Schedule shall show milestones, deliverables, times of performance, degrees of completion and resources for all project activities during the SDLC. The activities durations in the master schedule should have the appropriate degree of granularity to manage and track project progress. This is a single, base-lined and periodically updated deliverable encompassing all project activities. The Integrated Master Schedule shall comply with Maryland's SDLC and Attachment 2, Section 2 requirements for the deliverable.	directed by the TO Manager
6.5	Communications Management Plan	MS Word document (or mutually agreed upon document) that captures the stakeholder contact list, the types of information to be disseminated, the format for each type, a schedule of when information will be produced and disseminated, and the method for updating the communications plan. This is a single deliverable maintained throughout the life of project. The Communications Plan shall comply with Maryland's SDLC and Attachment 2, Section 2 requirements for the deliverable.	Updated quarterly or as directed by the TO Manager
6.6	Risk Management Plan (RMP) and Risk Registry	MS Word or Excel document (or mutually agreed upon document) that describes the risk management procedures for the project. The RMP will include a table of potential risks and recommended risk responses and will incorporate risk information found in deliverables provided by the Development Contractor. This is a single, periodically updated deliverable encompassing all project risks. A <i>Risk Registry</i> will be created for logging all project risk using MS Excel or other appropriate table format. The Risk Management Plan shall comply with Maryland's SDLC and Attachment 2, Section 2 requirements for the deliverable.	Update bi- weekly or as directed by the TO Manager
6.7	Deliverable Comments Matrix (DCM)	MS Word or Excel document (or mutually agreed upon document) that is used to capture comments and recommended changes to each Project deliverable prior to acceptance. A separate DCM is required for each deliverable or SDLC product. The DCM shall comply with Attachment 2, Section 2 requirements for the deliverable.	Project deliverable due date + 5 working days
6.8	Change Management Plan	MS Word document (or mutually agreed upon document) that describes the procedure for proposing, evaluating, approving, and documenting changes to project scope, schedule, and cost. This Plan should include any tools or templates used for change management, for example, change request form. The Change Management Plan shall comply with Maryland's SDLC and Attachment 2, Section 2 requirements for the deliverable.	Updated quarterly or as directed by the TO Manager
6.9	Quality Assurance (QA) Plan	MS Word document (or mutually agreed upon document) that describes how quality, meaning conformance to project requirements, will be monitored throughout the project life cycle. The QA Plan should describe the steps for deliverable review and updating via the DCM process (see 6.6 above). The QA Plan should describe the requirements tracking process via the requirements traceability process (see 6.8 above). The QA plan should define	As directed by the TO Manager

		signoff procedures for project milestones and deliverables. The Quality Assurance Plan shall comply with Maryland's SDLC and Attachment 2, Section 2 requirements for the deliverable.	
6.10	Project Manager Status Report and Timesheet	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.	At least bi- weekly or as directed by the TO Manager
6.11	Master Status Report	MS Word document (or mutually agreed upon document) that captures and tracks ongoing project activities and status. The report will capture activities completed in the past reporting period, activities planned for the following reporting period, the completion status of project deliverables and status of Project costs (planned vs. actual). The report will describe issues identified on the project and the status of efforts to resolve issues and mitigate risks.  The report will have sections describing necessary updates to the Integrated Master Schedule (Deliverable 6.3) and Risk Registry (Deliverable 6.5). The report will document lessons learned from the project and any other pertinent status information.	At least bi- weekly or as directed by the TO Manager
6.12	Human Resource Management Plan	MS Word or Excel document (or mutually agreed upon document) that describing how and when human resource requirements will be met on the project. The plan shall consider resource needs for the full life of the system including operations and maintenance and address staff acquisition, timing and training needs. The Human Resource Management Plan shall comply with Maryland's SDLC and Attachment 2, Section 2 requirements for the deliverable.	To be determined by the Senior Project Manager
6.13	Schedule Management Plan	MS Word document (or mutually agreed upon document) that establishes the specific procedures for how the project schedule will be managed and controlled and is as detailed as necessary to control the schedule through the life cycle based on the size, risk profile, and complexity of the project. The Schedule Management Plan shall comply with Maryland's SDLC and Attachment 2, Section 2 requirements for the deliverable.	To be determined by the TO Manager
6.14	Cost Management Plan	MS Word document (or mutually agreed upon document) that establishes the activities and criteria for planning, structuring, and controlling project costs. The Cost Management Plan shall comply with Maryland's SDLC and Attachment 2, Section 2 requirements for the deliverable.	To be determined by the TO Manager
6.15	Procurement Management Plan	MS Word document (or mutually agreed upon document) that define the procedures to purchase or acquire all products and services needed from outside the team to perform project tasks. The document shall define processes for plan purchases and acquisitions including acquisition strategy, contract administration,	To be determined by the TO Manager

		and contract closure. The Procurement Management Plan shall	
		comply with Maryland's SDLC and Attachment 2, Section 2	
		requirements for the deliverable.	
6.16	Information	MS Word document (or mutually agreed upon document) that	Updated
	Technology	outlines the project description, status, system architecture,	Annually or as
	Procurement	schedule, and financial information. The document shall comply	determined
	Request (ITPR)	with the requirements as outlined by the Maryland Department of	by the TO
		Information Technology.	Manager
6.17	Department of	MS Word document (or mutually agreed upon document)	Monthly or as
	Information	outlining project status, risks, and schedule. The document shall	determined
	Technology MITDP	comply with the requirements as outlined by the Maryland	by the TO
	Monthly Report	Department of Information Technology	Manager
6.18	Other Agile	MS Word documents (or mutually agreed upon document)	As
	Deliverables as	providing deliverables as defined by Department of Information	determined
	identified by DoIT	Technology's SDLC Framework.	by the TO
	2, 2011		Manager