



CONSULTING AND TECHNICAL SERVICES II (CATS II)

TASK ORDER REQUEST FOR PROPOSALS (TORFP)

WIC on the Web (WOW) System Support

**CATS II TORFP # M00B0400673
OPASS #10-10390**

SMALL BUSINESS RESERVE ONLY

**Office of the Maryland WIC Program
Family Health Administration
Department of Health and Mental Hygiene**

ISSUE DATE: AUGUST 18, 2010

TABLE OF CONTENTS

SECTION 1 - ADMINISTRATIVE INFORMATION.....	4
1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT	4
1.2 TO AGREEMENT.....	4
1.3 PRE-PROPOSAL CONFERENCE, TO QUESTIONS, & PROPOSAL SUBMISSIONS	4
1.4 ORAL PRESENTATIONS/INTERVIEWS.....	5
1.5 MINORITY BUSINESS ENTERPRISE (MBE)	5
1.6 CONFLICT OF INTEREST	5
1.7 NON-DISCLOSURE AGREEMENT.....	5
1.8 LIMITATION OF LIABILITY CEILING	5
1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES	5
1.10 TORFP TERMINATION.....	6
SECTION 2 - SCOPE OF WORK	7
2.1 PURPOSE.....	7
2.2 REQUESTING AGENCY BACKGROUND	7
2.3 ROLES AND RESPONSIBILITIES.....	15
2.4 REQUIREMENTS.....	15
2.5 DELIVERABLES	28
2.6 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES.....	31
2.7 CONTRACTOR PERSONNEL EXPERTISE REQUIRED	31
2.8 CONTRACTOR MINIMUM QUALIFICATIONS.....	34
2.9 RETAINAGE.....	35
2.10 INVOICING.....	35
2.11 MBE PARTICIPATION REPORTS.....	36
3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS	37
3.1 REQUIRED RESPONSE.....	37
3.2 FORMAT	37
4 - TASK ORDER AWARD PROCESS	40
4.1 OVERVIEW	40
4.2 TECHNICAL PROPOSAL EVALUATION CRITERIA.....	40
4.3 SELECTION PROCEDURES	41
4.4 COMMENCEMENT OF WORK UNDER A TOA	41
ATTACHMENT 1.1 – PRICE PROPOSAL (TIME AND MATERIALS) YEAR 1	42
ATTACHMENT 1.2 – PRICE PROPOSAL (TIME AND MATERIALS) YEAR 2	43
ATTACHMENT 1.3 – PRICE PROPOSAL (TIME AND MATERIALS) YEAR 3	44
ATTACHMENT 1.4 – PRICE PROPOSAL (TIME AND MATERIALS) YEAR 4	45
ATTACHMENT 1A – PRICE PROPOSAL (FIXED PRICE)	46
ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS D1 –D6	47
ATTACHMENT 3 – TASK ORDER AGREEMENT	58
ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE	61
ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY	62
ATTACHMENT 6 – DIRECTIONS TO THE PRE-TO PROPOSAL CONFERENCE	64

ATTACHMENT 7 – NOTICE TO PROCEED..... 65

ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM..... 66

ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM..... 67

ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR) 68

ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR) 69

ATTACHMENT 11A - ACCESS TO CONFIDENTIAL INFORMATION 72

ATTACHMENT 12 – TO CONTRACTOR SELF-REPORTING CHECKLIST 73

ATTACHMENT 13 – LIVING WAGE AFFIDAVIT OF AGREEMENT 76

ATTACHMENT 14 – FEDERAL FUNDS ATTACHMENT B..... 78

ATTACHMENT 15 – MINIMUM QUALIFICATION VERIFICATION FORM 87

KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services II (CATS II) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS II Master Contractors approved to perform work in the functional area under which this TORFP is released is required to submit one of two possible responses: 1) a proposal; or 2) a completed Master Contractor Feedback Form. The form is accessible via, your CATS II Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS II RFP issued by the Maryland Department of Information Technology and subsequent Master Contract Project Number 060B9800035, including any amendments.

TORFP Title:	WIC on the Web (WOW) System Support
Functional Area:	FA2 – Web and Internet Systems
TORFP Issue Date:	08/18/2010
Closing Date and Time:	09/15/2010 at 02:00 PM ET
TORFP Issuing Agency:	DHMH / FHA / Office of the Maryland WIC Program
Send Questions and Proposals to:	Cathy Carter Carterc@dhhm.state.md.us Questions are due by: 09/01/2010
TO Procurement Officer:	Sharon Gambrell, Assistant Director of Procurement 201 West Preston Street, Room 416 B Baltimore, MD 21201 Office Phone Number: 410-767-5816 / Office FAX Number: 410-333-5958
TO Manager:	Deborah Morgan, Chief, WIC Information Technology Management 201 West Preston Street, Room 105 Baltimore, MD 21201 Office Phone Number: 410-767-5658 / Office FAX Number: 410-333-5243 Email: Morgand@dhhm.state.md.us
TO Project Number:	OPASS #10-10390/ M00B0400673
TO Type:	a) <u>Firm Fixed Price</u> for hot backup facilities services under section 2.4.5 and services provided for System Enhancements under section 2.4.2.7 ; and b) <u>Time and Materials</u> for system maintenance, helpdesk services and all other TORFP Base Period Requirements under section 2.4 not listed above.
Period of Performance:	10/01/2010 to 05/31/2014
MBE Goal:	20 percent
Small Business Reserve (SBR):	Yes
Primary Place of Performance:	201 West Preston Street, 1 st Floor Baltimore, MD 21201
TO Pre-proposal Conference:	Department of Health and Mental Hygiene Conference Room L-1 201 West Preston Street, Baltimore, MD 21201 08/26/2010 at 1:00 P.M. ET See Section 1.3 and Attachment 6.

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

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

The TO Manager has the primary responsibility for the management of the work performed under the TOA; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS II Master Contract; and, in conjunction with the selected Master Contractor, achieving on budget/on time/on target (e.g., within scope) completion of the Scope of Work.

1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific TOA, 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 price proposal.

1.3 PRE-PROPOSAL CONFERENCE, TO QUESTIONS & PROPOSAL SUBMISSIONS

A pre-proposal conference will be held on August 26, 2010, beginning at 1:00 P.M., Eastern Time, in Conference Room L1, 201 W. Preston Street, Baltimore, MD 21201. Attendance at the pre-proposal conference is not mandatory, but all interested offerors are encouraged to attend in order to facilitate better preparation of their proposals. Attendees should bring a copy of the TORFP and a business card to help facilitate the sign-in process. Photo identification is required for entrance to the building.

Questions from prospective Offerors should be e-mailed to the individual identified on the Key Information Summary Sheet prior to the pre-proposal conference. No substantive questions will be answered prior to the pre-proposal conference. Questions, both oral and written will also be accepted during the pre-proposal conference. If possible and appropriate, these questions will be answered at the pre-proposal conference. Questions will also be accepted subsequent to the pre-proposal conference but no later than September 1, 2010. Answers to all questions received within the timeframe above will be e-mailed to all vendors who are known to have received a copy of the TORFP.

The pre-proposal conference will be summarized in writing. As promptly as is feasible subsequent to the pre-proposal conference, a summary of the conference, the attendance record, and all questions and answers known at that time will be distributed via e-mail to all prospective offerors known to have received a copy of this TORFP.

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP OPASS #10-10390/M00B0400673. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP OPASS #10-10390/M00B0400673 Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP OPASS #10-10390/M00B0400673 Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 - Price Proposal
- Attachment 2 - MBE Form D-1
- Attachment 4 - Conflict of Interest and Disclosure Affidavit
- Attachment 5 – Labor Classification Personnel Resume Summary
- Attachment 13 - Living Wage Affidavit of Agreement
- Attachment 15 – Minimum Qualifications Verification Form

1.4 ORAL PRESENTATIONS/INTERVIEWS

All Master Contractors and proposed staff may be required to make an oral presentation to State representatives. 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 Contract is awarded. The Procurement Officer will notify Master Contractor of the time and place of oral presentations.

1.5 MINORITY BUSINESS ENTERPRISE (MBE)

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation (Attachment 2 - Form D-1) at the time it submits its TO Proposal. **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time it submits its TO Proposal will result in the State's rejection of the Master Contractor's TO Proposal.**

1.6 CONFLICT OF INTEREST

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

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

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at 201 West Preston Street, Room 105, Baltimore, Maryland, 21201. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

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

1.8 LIMITATION OF LIABILITY CEILING

Pursuant to Section 27 (C) of the CATS II Master Contract, the limitation of liability per claim under this TORFP shall not exceed the total TOA amount.

1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

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

Attachment 12 is a sample of the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the checklist. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

1.10 TORFP TERMINATION

1.10.1 Non-availability of Funding

If the USDA fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this TORFP succeeding the first fiscal period, this Contract shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this TORFP. The effect of termination of the TORFP hereunder will be to discharge both the Contractor and the State from future performance of the TORFP, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the TORFP. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this TORFP for each succeeding fiscal period beyond the first.

1.10.2 Termination for Cause

If the TO Contractor fails to fulfill its obligations under this TORFP properly and on time, or otherwise violates any provision of the TORFP, the State may terminate the TORFP by written notice to the TO Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the TO Contractor shall, at the State's option, become the State's property. The State of Maryland shall pay the TO Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the TO Contractor's breach. If the damages are more than the compensation payable to the TO Contractor, the TO Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

1.10.3 Termination for Convenience

The performance of work under this TORFP may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this TORFP that the TO Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the TORFP. However, the TO Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12 (A)(2).

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

The Office of the Maryland WIC Program is issuing this CATS II TORFP to obtain a TO Contractor to support, maintain and enhance the management information system, WIC on the Web (WOW), for the Maryland and Virgin Island's Women, Infants and Children (WIC) Programs.

WIC Programs are sponsored and funded by the United States Department of Agriculture (USDA). The Maryland and Virgin Island's WIC Program missions are critical to the health and welfare of WIC program participants and the programs cannot risk being without knowledgeable technicians with advanced training and skill sets in the technologies used in the system. Without knowledgeable technicians, both programs run the risk of being unable serve the citizens most in need of WIC services, provide adequate support to staff who rely on the system day in and day out, or to implement future enhancements that are either requested or mandated by the state or USDA.

2.2 REQUESTING AGENCY BACKGROUND

The WIC Program is a federally funded program that provides healthy supplemental foods and nutrition counseling for pregnant women, new mothers, infants, and children under age five. The WIC Program is not an entitlement program. Applicant screening for eligibility is complex and managed through the WOW system. Those found eligible receive nutrition education and food benefits for each month of eligibility. Participants receive 3-6 checks per month, depending upon the food package, for redemption by authorized WIC vendors. The program has an extraordinary 35-year record of preventing children's health problems and improving their long-term health, growth, and development. WIC serves over 9 million women, infants and children through over 10,000 clinics nationwide. For more information, visit the USDA/FNS/WIC website at: <http://www.fns.usda.gov/wic/>.

Maryland WIC completed implementation of a WIC information system called WIC on the Web (WOW) in 2005. WOW is a robust, web-based, full-featured system meeting all of the Food and Nutrition Services (FNS) mandatory requirements defined by the FNS [Functional Requirements Document](http://www.fns.usda.gov/apd/WIC_FRED.htm) (FReD) for a model WIC information system (the FReD is available at http://www.fns.usda.gov/apd/WIC_FRED.htm).

In 2006, at the request of the United States Department of Agriculture, Maryland WIC signed a Memorandum of Understanding with the Virgin Islands WIC program to transfer and host the Virgin Islands (VI) WOW System. The contractor selected for this TORFP will also be responsible for system support and enhancement of the Virgin Islands WOW system. The VI WOW System is a mirror image of the Maryland WOW System. It is accessed through a separate URL but the application and database reside on Maryland WIC servers.

The Maryland WIC Program screens applicants and provides services in 85 clinic sites throughout Maryland State. Each clinic includes a computer for each WIC staff member (approximately 350 statewide) and 1 report and 1 check printer (MICR) per clinic. Staff access WOW via the internet using State network connections (e.g. T1 lines), with smaller and/or remote sites using cable modem and DSL connections where the State network is not available. Some clinics use laptops for satellite clinics or for use in non-dedicated office space. All of the clinic equipment (computers, printers, and network connections) are maintained by the WIC Program Help Desk.

Maryland WIC serves approximately 150,000 women, infants, and children, issues 500,000 checks per month, and has 700 authorized vendors who accept and redeem checks each month. In 2010, Maryland will begin authorizing Farmers Markets to accept and redeem checks issued for authorized fruits and vegetables. Although the exact number of farmers who opt to participate is unknown at this time, up to 350 farmers will be eligible to participate in the program.

The Virgin Islands WIC Program has seven clinics located throughout the islands of St. Thomas, St. Croix and St. John. They have 23 staff members, serve an average of 6,000 participants, and issue approximately 24,000 checks per month that are redeemable at 14 authorized vendor locations.

Both Maryland and Virgin Islands have banking contractors who are sent check processing information on a daily basis. The WOW system also receives check processing information daily which is used for financial reporting to the State and USDA.

Both programs have a rebate contractor for infant formula. The WOW system creates rebate invoices and tracks payments received. Maryland WIC also has a rebate contractor for infant cereal.

The WOW software, including the source code, is owned by the State of Maryland and United States Department of Agriculture.

The USDA shall be granted access to all system design, development, implementation, operations and to pertinent cost records of contractors and sub-contractors as USDA considers necessary.

The federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant or any rights of copyright to which a grantee, sub-grantee, or contractor purchases ownership with grant support.

2.2.1 WOW Overview

WOW is an advanced web-based WIC information system which takes advantage of modern web-based technology by using a centralized database and an intuitive user interface developed in Microsoft Visual Basic.NET with an Oracle 10g database behind it. The web-based front-end allows the system to be used by authorized WIC staff from any computer with internet access. The web-based back-end allows Maryland and Virgin Island's state WIC staff to manage vendor activities and reconcile financial information with the program's banking contractor and the USDA.

2.2.2 WOW Modules

The WOW system is comprised of the following integrated modules:

- 2.2.2.1 Clinic module** – Approximately 100 screens and 50 reports which provide WIC clinic staff the ability to schedule appointments, pre-certify and certify participants, perform demographic intake, income validation, nutrition risk assessment, and record medical data as well as assign a food prescription and issue food instruments (checks).
- 2.2.2.2 Administration module** – Approximately 20 screens which allow authorized State and Local Agency staff to assign roles and passwords, set-up schedules, maintain local provider information, and maintain certain standard tables containing codes used in dropdown boxes and similar elements.
- 2.2.2.3 Vendor module** – Approximately 70 screens and 80 reports used by the Vendor unit at the State office to track all Vendor activities including the application process, training, price monitoring, and peer group averages.
- 2.2.2.4 Nutrition module** – Approximately 20 screens used to build and maintain food package prescription information.
- 2.2.2.5 Finance module** - Approximately 45 screens and 60 reports used by the Finance unit at the State office to track Statewide caseload and finance data including detailed food instrument issuance and redemption information.
- 2.2.2.6 Training module** – Approximately ten (10) computer based training modules used by the Training unit to provide users with training on how to use WOW and certify participants.
- 2.2.2.7 End-of-Day module** – a process made up of approximately 22 batch jobs that execute PL/SQL scripts running on one of the servers, and performs essential manipulation and analysis of the WIC database, as well as handles the interface to the bank.
- 2.2.2.8 External Vendor Module** - a web-based Vendor module that allows Vendors to securely interact with WOW Vendor data by applying for authorization/reauthorization, updating demographic information, entering pricing information, and performing similar related Vendor functions online.

2.2.3 WOW Architecture

Maryland and Virgin Islands WOW is based around a centralized Oracle10g database running on a Windows 2003 Server operating system on HP C7000 Blade servers connected to an HP EVA4400 SAN Array. There are four major components that access the WOW database: the front-end, the back-end, the end-of-day process, and external interfaces.

2.2.3.1 The front-end

The front-end refers to the Clinic, Administration, Training and External Vendor modules containing the screens and reports that are used in the WIC clinics and local agencies throughout Maryland State (note this differs slightly from the conventional definition of “front-end” which refers to all user interfaces; for WOW the front-end does not include the Finance, Vendor and Nutrition modules used only at the State office).

The front-end screens are developed and maintained using Microsoft Visual Basic.NET and Javascript with additional 3rd party components (i.e. Infragistics Grid). The front-end operates on a n-tier architecture. The client tier consists of the Internet Explorer version 5.0 or higher running on desktop and laptop computers using Microsoft Windows XP. The front-end uses Secure Socket Layer (SSL) protocol via HTTPS over telecommunications lines (T-1, DSL and cable modems) to connect to the web server. The web server employs a Juniper Web Accelerator server to improve network performance. The web server communicates with the WOW system behind the DHMH firewall including an application server running Microsoft .NET components and connecting to the Oracle 10g database server including stored procedures.

2.2.3.2 The back-end

The back-end refers to the screens, reports and processes that are used at the State WIC office, primarily to handle the Financial, Vendor and Nutrition requirements for WIC. The back-end is also built and maintained using Microsoft Visual Basic.NET with additional 3rd party components as described above. All modules provide the ability for the user to run Oracle reports directly from the application.

2.2.3.3 The End-of-Day process

The end-of-day process is comprised of a set of batch files and PL/SQL scripts that run on the application server every night. The end-of-day process performs essential manipulation and analysis of the WIC database, as well as handles the interface to the bank.

2.2.3.4 External Interfaces

The external interfaces include all of the actions that require the transference of data between the central WIC database and external agencies such as the USDA. The Interfaces table on [page 13](#) lists the WOW interface requirements. The most critical of the external interfaces is with the bank to send and receive information about food instruments (checks).

2.2.3.5 Operating Environment

WOW is a web-based application running on a centralized database housed at the Maryland Department of Health and Mental Hygiene, 201 W. Preston Street, Baltimore, Maryland 21201. The system configuration is separated into three tiers: database, application and client.

2.2.3.6 WOW System Components, Hardware and Software

WOW PRODUCTION SYSTEM

Database Tier Maryland & US Virgin Island

Component	Hardware	Software
Storage Area Network (SAN)	<ul style="list-style-type: none"> HP EVA4400 SAN Array 	Microsoft Windows 2003
(2) Database Servers (WOWDB1-BL1 & WOWDB2-BL2)	<ul style="list-style-type: none"> HP C7000 Blade Server 	Microsoft Windows 2003 Ent. EdSP2 Oracle 10g
Tape backup unit	<ul style="list-style-type: none"> HP StorageWorks 1/8 G2 LTO-2 Ultrium 448 Autoloader 	Symantec Backup Exec 11D

Application - Presentation Tier – Maryland & US Virgin Island

Component	Hardware	Software
(2) Application Servers (WOWAPP1-BL3 & WOWAPP2-BL4)	(2) HP C7000 Blade Servers	Microsoft Windows Server 2003 Enterprise Edition
(1) Web Accelerator	Juniper Web Accelerator	Current Build 5.2.3

Business Logic Tier – Maryland and US Virgin Island

Component	Hardware	Software
(2) Application Servers (Blade-BL7 & Blade-BL8)	(2) HP C7000 Blade Servers	Microsoft Windows Server 2003 Enterprise Edition
(2) Report Servers (WOWRPT1-BL5 & WOWRPT2-BL6)	(2) HP C7000 Blade Servers	Microsoft Windows Server 2003 Enterprise Edition
(2) Domain Controllers (WOWDC1 –BL9 & WOWDC2-BL10)	HP C7000 Blade Servers	Microsoft Windows Server 2003 Standard Edition

Client – Maryland and US Virgin Island

Component/ Maryland	Hardware	Software
Desktop computers	Dell OptiPlex GX760 Dell Optiplex GX755	MS Windows XP Professional Microsoft Word 2007 Acrobat Reader v9.0
Notebook computers	Dell Latitude E5500 Dell Latitude D800 Series	MS Windows XP Professional Microsoft Word 2007 Acrobat Reader v9.0
Check Printers	Source Tech ST9130 MICR printer	
Report Printers	Source Tech ST9130 printer	
Mini Printer	Source Tech ST9512	

Component/US Virgin Island	Hardware	Software
Desktop computers	<ul style="list-style-type: none"> Dell OptiPlex GX745 Dell Optiplex GX280 	MS Windows XP Professional Microsoft Word 2007 Acrobat Reader v9.0
Mini printer	Source tech ST9510	

WOW TEST / TRAINING SYSTEM

Maryland and Virgin Islands

System	Hardware	Software
TRAINING	1 HP DL380 G3 Servers	Microsoft Windows Server 2003
WOWTestDB	1 HP DL580 - G4	Microsoft Windows Server 2003
TestReport	1 HP C7000 Blade Servers BL-6	Microsoft Windows Server 2003

WOW DEVELOPMENT SYSTEM

System	Hardware	Software
DevDB	1 HP DL380 G3 Servers	Microsoft Windows Server 2003
TESTAPP	1 HP DL380 G3 Servers	Microsoft Windows Server 2003

WOW BACKUP SYSTEM

Combined Maryland and US Virgin Island

System	Hardware	Software
Hot Backup System – REI	1 HP 580 Server	Microsoft Windows Server 2003
	1 HP Proliant 370	
WOWStandby1	1 Dell 2650 Server	
	1 Juniper Accelerator	

US Virgin Islands Standalone Backup System

System	Hardware	Software
St. Thomas Database Server	HP Proliant ML370 G4	Microsoft Server 2003 Ent. Ed. R2
St. Thomas Application	HP Proliant ML370 G4	Microsoft Server 2003 Ent. Ed. R2
St. Croix Database Server	HP Proliant ML370 G4	Microsoft Server 2003 Ent. Ed. R2
St. Croix Application	HP Proliant ML370 G4	Microsoft Server 2003 Ent. Ed. R2

HELP DESK SYSTEMS

System	Hardware	Software
Help Desk Systems • Magic Database Server • Magic Application and SQL Server	• HP Proliant DL380 G3 Server	• Microsoft SQL Server 2000 Standard Edition • Microsoft Windows 2003 Standard Edition SP2 • Magic Service Desk 2.8 • DameWare 4.501
Development System	Development Hardware	Software

Help Desk Test Systems Magic Test Application and SQL Server	HP Proliant DL380 G4 Server	Microsoft Windows Server 2003 Enterprise Edition SP2 Microsoft SQL Server 2000 Standard Edition
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INTERFACES

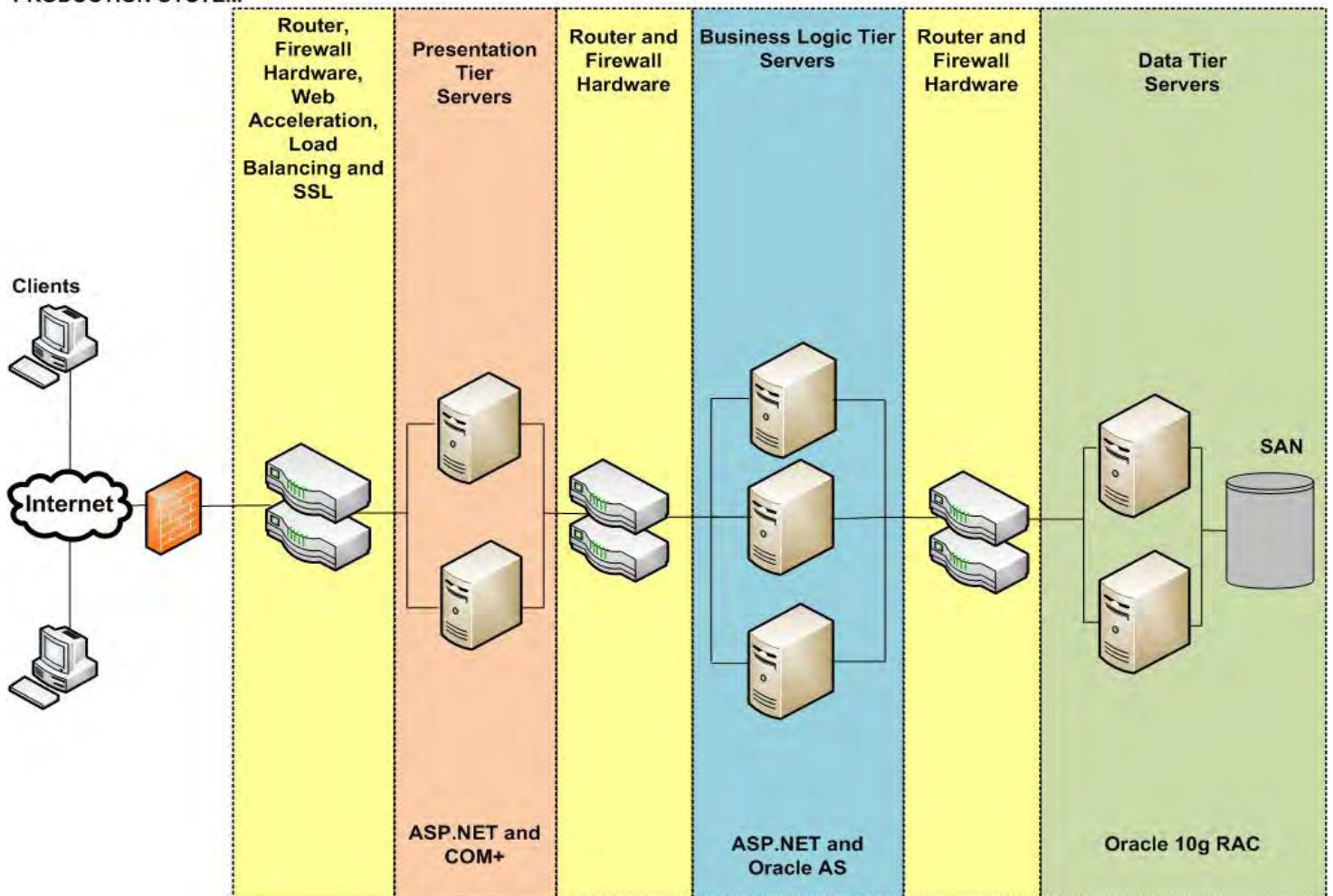
Maryland and US Virgin Islands

Agency	WIC WOW Sends	WIC WOW Receives
Bank (currently Solutran for Maryland, Banco Popular for Virgin Islands)	FI issuance data (nightly via FTP) ; peer group average and vendor files (nightly via FTP)	FI issuance + redemption information
Abbott Nutritional	Rebate data file with information about infant formula rebates	-
Immunizations Program	Immunization status for WIC participants (via electronic transmission of report)	-
MARO/USDA/FNS	Various reports (via hardcopy); biennial PC data file, annual TIP file.	-
CDC	PedNSS data (via FTP)	-
DHMH / GIS	Subsets of data for geocoding	-
WIC Programs in Other States (Sent to PA)	Caseload data for dual participant identification (in XML format via FTP)	Caseload data for dual participant identification (in PDF format via FTP)
Autodialer Appointment Calling. Client (Autodialer Client)	Participant Appointment Calling File	Appointment Calling Report

2.2.4 WOW Network Diagram

The WOW system is an n-tier application comprised of three different sets of servers. Each server subsystem performs a separate computational role. WOW's multi-layer architecture is based around the use of a user interface layer, business service layer, and database service layer. All user requests are directed into the user interface. Depending on the nature of the request, service may be summoned to either the business service, which would then make a data request to the database service layer, or if the business service layer is not required, a request can be made directly to the database service layer. The database services interface a centralized Oracle10g database running on the Windows 2003 Server operating system on HP C7000 Blade servers connected to an HP EVA4400 SAN Array.

PRODUCTION SYSTEM

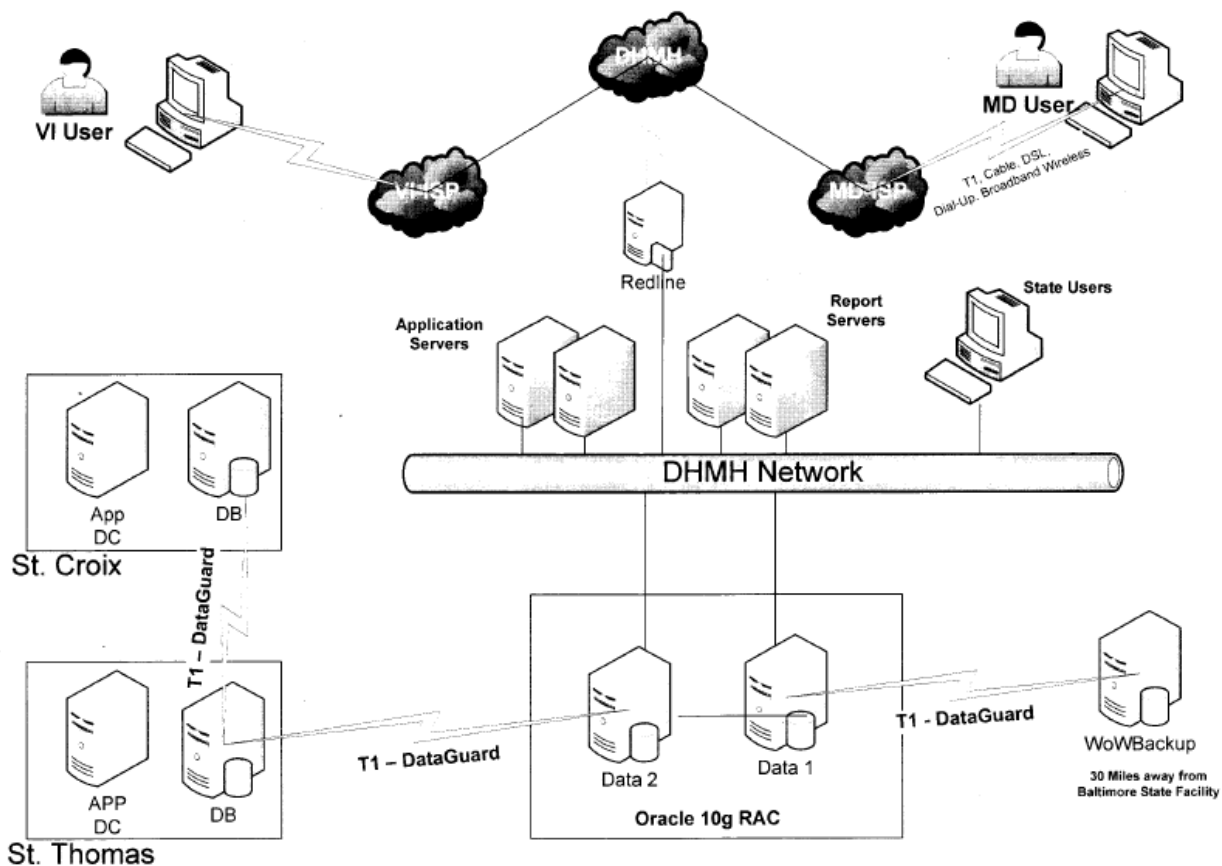


2.2.5 WOW Backup Network Diagram

The WOW production environment is configured to be highly available. In the event of production system failure or unavailability, a hot-backup facility is maintained to provide an alternative operational system. Oracle DataGuard is used to maintain the database at the backup facility. The facility is connected to the DHMH Production facility by use of a T1 connection supplied by and paid for by the WIC Program. The backup facility supports both the Maryland and Virgin Islands WOW System.

In addition to the hot back-up location, two stand-alone back-up systems are in place in both St. Thomas and St. Croix in the event that the islands are cut-off from the Continental United States. Oracle DataGuard is used to maintain the database in St. Thomas. St. Thomas is connected to the DHMH Production facility by use of a T1 connection supplied by and paid for by the WIC Program. DataGuard is used to maintain the database in St. Croix. St. Croix is connected to the St. Thomas equipment by use of a T1 line supplied by and paid for by the US Virgin Islands government.

A diagram of the WOW backup solutions is shown below.



2.3 ROLES AND RESPONSIBILITIES

- 2.3.1** The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement (TOA) scope issues, and for authorizing any changes to the TOA.
- 2.3.2** The TO Manager has the primary responsibility for the management of the work performed under the TOA; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS II Master Contract; and, in conjunction with the selected Master Contractor, achieving on budget/on time/on target (e.g., within scope) completion of the Scope of Work.
- 2.3.3** The TO Contractor performs day-to-day management of the project and manages work performed by TO Contractor personnel and serves as the point of contact for the State TO Manager to ensure the project is on schedule and all deliverables are acceptable.
- 2.3.4** The stakeholders of this TORFP are the USDA and staff of the state offices and local agencies of the Maryland and Virgin Islands WIC Programs.

2.4 REQUIREMENTS

The following are required of the TO Contractor:

2.4.1 FUNCTIONAL / BUSINESS REQUIREMENTS

ID #	Functional / Business Requirements	Associated Deliverable ID # From Section 2.5.2 Below
2.4.1.1	Federal Policies and Reporting Procedures	2.5.2.1
2.4.1.2	Maryland WIC Local Agency Policies and Procedures	2.5.2.1
2.4.1.3	Work Place Policies, Procedures and Coverage	2.5.2.1
2.4.1.4	Use of State Hardware, Software, Facilities and Materials	2.5.2.3
2.4.1.5	TO Contractor Hardware, Software, Facilities and Materials	2.5.2.3
2.4.1.6	Travel	2.5.2.4
2.4.1.7	Security and Confidentiality of Data	2.5.2.4
2.4.1.8	Format of Electronic Files	2.5.2.4
2.4.1.9	Maintain TO Timesheets	2.5.2.7

2.4.1.1 Federal Policies and Reporting Procedures

The TO Contractor shall be responsible for being familiar with Federal rules, regulations policies and standards that govern the WIC program. This knowledge will be used to assist in researching, recommending and providing system modifications that adhere to the rules, regulations, policies and standards set forth in the following:

- 2.4.1.1.1** USDA's [Functional Requirements Document for a Model WIC System with EBT](http://www.fns.usda.gov/apd/WIC_FRED.htm) (FRED-E) (http://www.fns.usda.gov/apd/WIC_FRED.htm), including functional requirements for major WIC system functions:

- Certification
- Nutrition Education, Health Surveillance and Referrals
- Food Benefit Issuance
- Food Benefit Redemption, Settlement, and Reconciliation

- Financial Management
- Caseload Management
- Operations Management
- Vendor Management
- Scheduling
- System Administration
- Reporting

2.4.1.1.2 Current and future WIC Regulations requirements published by the Federal Register in the Code of Federal Regulations, 7 C.F.R. Part 246--Special Supplemental Nutrition Program for Women, Infants and Children (<http://www.fns.usda.gov/wic/lawsandregulations/WICRegulations-7CFR246.pdf>)

2.4.1.1.3 Financial computations and Federally mandated reports, including:

- FNS-798, WIC Financial Management and Participation Report (OMB No. 0584-0045);
- FNS-798A, Addendum to WIC Financial Management and Participation Report – NSA Expenditures (OMB No. 0584-0045)

2.4.1.1.4 WIC System interfaces and standard reports, including:

- Participant Characteristic Studies data
- Nightly FTP interface and import/export of files with the WIC bank
- Centers for Disease Control PedNSS data
- Multi-state Dual Participation web interface

2.4.1.2 State WIC Local Agency Policies and Procedures

In additional to the Federal Policies and procedures referenced above, the Maryland and Virgin Islands WIC programs have their own set of policies and procedures that local agencies are required to follow in the provision of services to WIC participants. A copy of these policies and procedures are available for review upon request. The TO Contractor shall be responsible for being familiar with Local Agency Policy and Procedure Manuals and researching, recommending and providing system modifications that adhere to the rules, regulations, policies and standards set forth therein.

2.4.1.3 Work Place Policies, Procedures and Coverage

TO Contractor staff assigned to work on this TO Agreement shall be responsible for becoming familiar with and following the same policies and procedures as are required by Maryland and Virgin Islands WIC Program Employees. The policies shall include but not be limited to:

2.4.1.3.1 Maryland DHMH Policies:

- 01.03.05 Individual Rights Policy (HIPAA)
- 01.03.06 Privacy Administrative Requirements Policy (HIPAA)
- 02.01.01 Electronic Information System (EIS)
- 02.01.02 Software Copyright
- 02.01.03 Information Technology Acquisition & Utilization
- 02.01.06 Information Assurance Policy
- 02.06.02 Sexual Harassment Policy
- 02.09.01 AWOL Policy

2.4.1.3.2 Maryland WIC Program Office Policies dated 1/2008 and any future revisions

- 2.4.1.3.3 The TO Contractor support staff shall work a standard workweek consistent with DHMH employees as stated in the Maryland WIC Program Office Policies.
- 2.4.1.3.4 The TO Contractor staff may be required to work after normal business hours and during weekends and holidays to perform system maintenance activities without disrupting normal system operation. Some of these conditions may require state staff to be on-site with contractor staff.
- 2.4.1.3.5 The TO Contractor staff shall notify the State TO Manager at least one week in advance when they will be absent (e.g. for vacation, off-site meeting, training, et cetera); reasonable accommodations will be made for such occurrences. The TO Contractor is responsible for ensuring that all monitoring, maintenance, support and other activities continue uninterrupted when the assigned TO Contractor staff is unavailable.
- 2.4.1.3.6 The TO Contractor support technician shall report to the State TO Manager or designee and will be assigned tasks and participate in unit activities.

Copies of the policies and procedures referenced above are available for review upon appointment.

2.4.1.4 Use of Hardware, Software, Materials and Facilities

The TO Contractor shall be responsible for providing all services and other support necessary to complete the identified work except as identified in this section.

- 2.4.1.4.1 WOW System hardware and software resources as set forth in section 2.2.3. All equipment (except the Hot Backup equipment) is located at 201 West Preston Street (or future site to be determined at a later date) and is only accessible to authorized staff within the 201 West Preston Street building.
- 2.4.1.4.2 At the DHMH building at 201 West Preston Street, Baltimore MD or at another location as designated by the Department of Health and Mental Hygiene, a reasonable level of the following items will be provided to the TO Contractor's personnel:
 - Office space
 - Meeting facilities for project related deliverables
 - Office furniture (desk and chair)
 - Office supplies
 - Use of Telephone and fax equipment
 - Access to/use of Photocopier(s) and printer(s)
 - Access to/use of Personal computer with E-Mail and Internet services
 - Network user logons, e-mail accounts, network share drive access, and VPN tokens for remote network access are available
 - Employee Identification Cards allowing access to 201 West Preston Street.

2.4.1.5 TO Contractor Hardware, Software, Facilities and Materials

The following list reflects items that the TO Contractor will be responsible for providing for their own use for the duration of the TO Agreement:

- Workspace and facilities for TO Contractor staff other than for those assigned to work at the Program's facility at 201 West Preston Street.

- Personal computers for TO Contractor staff other than for those assigned to work at the Program's facility at 201 West Preston Street.
- Software licenses for the development suite, 3rd party development tools, and related software

2.4.1.6 Travel

The TO Contractor shall be responsible for travel within Maryland to investigate problems reported in clinics or to install new or replacement equipment. Although this travel is expected to be minimal, travel expenses should assume an estimated travel requirement of 400 miles per month. The Master Contractor shall include in-state travel expenses in the fully loaded labor rates in their Financial Proposal.

Travel outside of Maryland may be necessary to investigate problems or maintain or install equipment located in other locations (e.g., the Virgin Islands). Non-routine travel required outside of Maryland shall be reimbursed according to the State's travel regulations and reimbursement rates, which can be found at: <http://dbm.maryland.gov/agencies/Pages/TravelManagementServices.aspx>. For the purposes of this proposal, out of state travel is expected to be \$10,000 per year, but may be modified, using the aforementioned travel regulation and reimbursement rates.

2.4.1.7 Security and Confidentiality of Data

WIC information systems contain confidential data for individuals on the WIC program. This information shall not be disseminated and all softcopy and hardcopy records shall be destroyed in a method agreed to with the State TO Manager prior to disposal. All TO Contractor personnel assigned to work on WOW and related systems shall have submitted to the State TO Manager a signed Confidentiality Agreement prior to starting work.

The TO Contractor shall comply with DHMH policies and standards which include the following:

2.4.1.7.1 TO Contractor Employee Background

The TO Contractor shall obtain from each prospective employee to be assigned to work on DHMH premises a signed statement permitting a criminal background check. The TO Contractor shall secure at its own expense and shall provide the Department's TO Manager with a Maryland State Police and/or FBI background check on any individual assigned to work on the DHMH premises prior to assignment to the Department. The TO Contractor may not assign an employee who has a criminal record to work at the DHMH premises unless prior written approval is obtained from the TO Manager.

2.4.1.7.2 All staff assigned by the TO Contractor to duties at WIC Headquarters, clinics, or other facilities shall comply with State and Department identification, access and other security requirements.

2.4.1.8 Format of Electronic Files

The TO Contractor shall ensure that all work products resulting from this solicitation are provided to the DHMH TO Manager. The TO Contractor shall provide electronic copies of all work in one of the following formats unless prior approval is obtained by the DHMH TO Manager:

- Microsoft Word 2003 or later
- Microsoft Excel 2003 or later
- Microsoft PowerPoint 2003 or later
- Microsoft Project 2003 or later
- Source code in the format of the approved development tools (i.e. VB.NET, PL/SQL)
- Data files in Oracle 10g format

2.4.1.9 TO Contractor Timesheet Maintenance

The TO Contractor shall maintain time and attendance logs and timesheets for all personnel. Copies of these documents shall be submitted with the TO Contractors Invoices.

2.4.2 TECHNICAL SYSTEM REQUIREMENTS

ID #	Functional / Business Requirements	Associated Deliverable ID # From Section 2.5.2 Below
2.4.2.1	Monitoring, Maintenance and Upgrades	2.5.2.4
2.4.2.2	Quarterly Scheduled Inspections and Preventative Maintenance	2.5.2.5
2.4.2.3	Troubleshooting and Problem Resolution	2.5.2.6
2.4.2.4	Software Modifications	2.5.2.4
2.4.2.5	System Support Technician	2.5.2.4
2.4.2.6	System Enhancements and Change Orders	2.5.2.4

2.4.2.1 Monitoring, Maintenance and Upgrades

The TO Contractor shall assume full responsibility for all monitoring, maintenance and upgrade tasks under the WIC Program’s direction, within sixty days of TO Agreement Notice to Proceed (the incumbent TO Contractor shall continue these tasks during the first sixty days of this TO). The TO Contractor shall schedule the following activities and tasks on a recurring basis to ensure that the production environment in section 2.2.3 is fully functional and performing as specified. These tasks are also applicable to the non-production systems listed in section 2.2.3 but can be done on a less frequent basis subject to approval of the TO Manager. All activities shall be performed in accordance with documented procedures established by DHMH. System maintenance procedure documentation is available for Master Contractors to review at the DHMH facility by appointment.

2.4.2.1.1 Verify End of Day Process

The TO Contractor shall perform daily End of Day verification and report the status to the State TO Manager by 9:00 AM ET every morning, Monday through Saturday.

- The TO Contractor shall review the End of Day logs, affected tables and related areas of the system to ensure that the End of Day processes all ran correctly; that the files were sent to and received from the bank and processed correctly; and that all aspects of the End of Day process completed successfully.
- The TO Contractor shall notify the State TO Manager, in writing, by 9:00 AM ET every morning (Monday – Saturday) of the status of the previous End of Day run, and shall recommend solutions for any problems identified.
- The TO Contractor shall execute corrections to End of Day issues based on the TO Manager’s decisions.

2.4.2.1.2 Daily review of system logs

The TO Contractor shall review all applicable logs by 9:00 AM ET each day, Monday through Saturday, to seek out potential problem situations. The TO Contractor shall inform the State TO Manager, in writing, of the results of the system review, including a non-technical summary of overall systems’ status and issues identified. The TO Contractor will recommend corrective

action for any problems encountered and will execute corrections based on the State TO Manager's decisions. The logs to be reviewed include (but are not limited to):

- Server event logs
- Oracle database logs
- Backup logs
- IIS and related telecommunication logs
- End of Day (EoD) logs

2.4.2.1.3 Daily backup of systems

The TO Contractor shall perform and verify a backup of the system on a daily basis, Monday - Saturday during non-business hours.

- The TO Contractor shall ensure that backups are performed to high-capacity tape or similar storage media as approved by the State TO Manager.
- The TO Contractor shall notify the State TO Manager at least 30 days in advance when replacement media should be ordered to replace aging or failing media. The TO Contractor shall perform periodic tests of file restoration to ensure the data and system can be restored from backup media successfully.
- The TO Contractor shall store the weekly backup tapes at a secure, disaster resistant facility greater than 30 miles distant from the facility that houses the servers.
- The TO Contractor shall identify and resolve any and all problems associated with the backup process and inform the State TO Manager of the status of the backup process on a daily basis, Monday – Saturday.
- The TO Contractor shall maintain a log of all problems with the date and time reported, an estimated priority (critical to low) and resolution.
- The TO Contractor shall use the Grandfather-Father-Son backup scheme for the backup of the Production system. The TO Contractor shall ensure backup tapes are performed for daily, weekly and monthly cycles.
- The TO Contractor shall restore any part or all of the system data and/or components within four (4) hours of a request by the State TO Manager.
- The TO Contractor shall also backup the non-production systems (e.g. Development, Test/Training System) as set forth in section 2.2.3.6.

2.4.2.2 Quarterly Scheduled Inspection and Preventative Maintenance

The TO Contractor shall schedule quarterly inspection and preventative maintenance of the system as approved by the State TO Manager. The quarterly inspections shall take place during non-working hours (on a Sunday and/or holiday) so as not to disrupt normal operations, as designated by the TO Manager. The TO Contractor shall test and verify the reliable operation of all aspects of the system (e.g. check printing) following maintenance activities.

2.4.2.2.1 Quarterly Maintenance

The following activities apply to all systems as set forth in section [2.2.3.6](#).

- The TO Contractor shall monitor all system components including the operating systems, third-party components, Oracle database, and all related components and assess the need for version upgrades.
- The TO Contractor shall perform an in-depth analysis and probe of all system components, particularly the database integrity and system performance.

- The TO Contractor shall present the State TO Manager with a report of Recommended Maintenance Activities, at least two weeks in advance of the maintenance window, listing all installed software versions along with their currently available versions, and include a recommendation of whether or not to upgrade older versions to current versions. The TO Contractor shall consider the ramifications of applying disruptive upgrades and weigh risk against benefit when recommending upgrades. The report shall include a list of any other tasks to be performed during the maintenance window.
- The TO Contractor shall perform upgrades approved by the State TO Manager during four pre-defined weekends per year, and ensure the upgrades work properly and do not disrupt the operational status of the system. The TO Contractor shall perform all system upgrades after normal WIC business hours and must perform a special system backup prior to beginning the upgrade.
- The TO Contractor shall perform testing and verification of disaster recovery procedures as part of the inspection task.
- The TO Contractor shall provide the State TO Manager with a report indicating the tasks accomplished and results of the quarterly inspection; the report is due by 9:00 AM ET on the second working day following the maintenance.

2.4.2.2 Documentation and Training

The TO Contractor will be given electronic copies of all available system documentation within 10 days of Contract Start. The TO Contractor shall ensure all system documentation is kept up-to-date and shall include a list of all documentation in the quarterly report with the latest revision date and confirmation that materials are up-to-date and accurately describe the system. Current documentation includes, but is not limited to:

- User Manuals
- System Design Documentation
- Disaster Recovery Plan
- Maintenance Plan
- Security Plan
- Configuration Management Plan
- Contingency Plan
- Coding Standards

The TO Contractor shall work closely with assigned State technical staff to mentor State staff in system maintenance processes, troubleshooting and problem resolution techniques.

2.4.2.3 Troubleshooting and Problem Resolution

The TO Contractor shall assume full responsibility for all troubleshooting and problem resolution tasks within sixty days of TO Agreement Notice to Proceed (the incumbent TO Contractor shall continue these tasks during the first sixty days of this TO).

The TO Contractor shall provide technical staff to respond to questions and problems. The TO Contractor shall respond to all requests and provide an estimated approach and timeline to resolve the reported issue.

- The TO Contractor shall perform all system troubleshooting activities including the diagnosis and resolution of problems identified by the TO Contractor and/or reported by the State such as server failure, End of Day process failure, database problems, telecommunication problems, and other system problems.

- The TO Contractor shall maintain a log of all problems with the date and time reported, an estimated priority (critical to low) and resolution.
- The TO Contractor shall address problem resolution in accordance with their priority as determined by the State TO Manager; e.g. critical problems must be addressed immediately with frequent updates to the State TO Manager on progress made.
- The TO Contractor shall respond to all requests within 15 minutes of receipt of request during normal WIC business hours, or within 4 hours of receipt of request after WIC business hours.

2.4.2.4 Software Modifications

The TO Contractor shall assume full responsibility for all software modification tasks within sixty days of contract start. All software modifications will be done using the software listed in section [2.2.3](#), or as may otherwise be required by the State TO Manager.

2.4.2.4.1 Develop and test software changes

- The TO Contractor shall develop and test software changes based on change requests approved and directed by the State TO Manager. All software changes shall comply with development standards as defined in the Coding Standards document.
- The TO Contractor in conjunction with the State shall implement and follow a code review process to ensure standards are adhered to, and the TO Contractor shall perform alpha testing of all changes prior to providing the State TO Manager with a beta release for State acceptance testing.
- The TO Contractor shall support State and/or Local Agency testing of changes by providing related training, documentation, debugging, analysis and fixes as required.

2.4.2.4.2 Maintain and manage a software version control system

- The TO Contractor shall ensure that all system changes are tracked and integrated into the correct version for implementation and must clearly identify version numbers for all WIC systems as set forth in section [2.4.2.5](#), and indicate what changes are applicable to each system.
- The TO Contractor shall use Microsoft SourceSafe, as well as an auxiliary problem tracking system (currently using Bugzilla) for tracking system change requests from identification through analysis, development, testing and deployment.
- The TO Contractor shall provide and maintain the version control software and change tracking system.
- The TO Contractor's solution shall integrate State development staff into the development activities and allow for system changes to be made by State programmers as well as TO Contractors. The TO Contractor shall provide on-the-job training and guidance for State programmers working on assigned change requests.

2.4.2.4.3 Plan, coordinate, implement and support software releases

- The TO Contractor shall coordinate the implementation of approved software releases (a release being one set of tested and approved changes verified by the State TO Manager) to designated systems.
- The TO Contractor shall install new releases during non-regular business hours and verify the reliable operation of the system following the implementation. The TO Contractor shall also be available for support at the start of the working day (8:00 am)

immediately following the implementation to assist WIC staff in handling any Help Desk calls related to the changes.

- The TO Contractor shall be prepared to uninstall a release and revert to the previous working system state if significant problems are encountered and the State TO Manager approves the reversion.
- The TO Contractor shall be responsible for documenting and communicating software changes to affected users (e.g., clinic staff, vendor staff, financial staff, etc.)
- The TO Contractor shall apply all updates and releases to all systems set forth in section [2.2.3.6](#) and ensure their reliable operation.

2.4.2.4.4 Update System Documentation to Reflect Changes

- The TO Contractor shall update all system documentation to reflect the changes made to the system as changes occur. The documentation includes but is not limited to source code comments, System Design Documents, on-line help screens, User Manuals, the Coding Standards Document, or other documents as directed by the State TO Manager. The TO Contractor shall verify that all documentation is up to date in the Post Quarterly Maintenance Report.

2.4.2.5 System Support Technician

The TO Contractor shall provide an on-site support technician within sixty days of contract start.

2.4.2.5.1 Responsibilities

- The TO Contractor on-site support technician shall be assigned tasks by the State TO Manager or designee (i.e. the Help Desk Supervisor). Assigned tasks will focus on servers and personal computer configuration, problem analysis, troubleshooting, and problem resolution. Additional tasks will include assisting and training State technical staff in problem resolution, computer installation, performing routine and preventative maintenance and researching, recommending, and executing modifications to the technical environment in support of WIC information systems.
- The on-site support technician may be responsible for installation, replacement or troubleshooting of equipment located in local WIC agencies throughout the State of Maryland.
- The on-site support technician may be responsible for performing daily system log reviews, ensuring backups are successful, operating system updates are installed, and related tasks. The exact nature of the duties will be decided by the TO Manager in cooperation with the TO Contractor during the contract period.

2.4.2.6 System Enhancements and Change Orders

2.4.2.6.1 Process

The WIC Program anticipates making system enhancements to WOW on an annual basis as Federal funding allows. Enhancements are distinguished from modifications to the system by the scale of the effort. Software modifications are typically minor changes involving a couple of hours or (at most) days of programming effort. Enhancements are larger development efforts involving multiple team members and weeks or months of effort to accomplish. Software modifications are addressed in section [2.4.2.5](#).

System enhancements will typically be authorized by the WIC Program after obtaining approval from the USDA to perform a system enhancement. System enhancements may be funded by the USDA through the Operational Adjustment (OA) Request process, or through another source of funds identified by the Program. OA Requests are submitted by the WIC Program each year, and the USDA

may choose to approve selected OA projects and award funding for the project. Requests are normally submitted by the WIC Program in September and the USDA informs the WIC Programs of award approval and funding amounts by November/December. The funds designated for the project must be fully spent by the following September (the Federal government's fiscal year runs October - September). The USDA's OA Request process means that system enhancements will usually receive approval in December and have a completion date by September – an approximate 10-month timeframe.

If the TO Contractor is requested to perform additional work outside of the definition of a software modification, the TO Contractor shall submit to the TO Manager a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change. No enhancement modification shall be performed until a change order is executed by the TO Procurement Officer.

2.4.2.6.2 Future System Enhancements

Anticipated Future System Enhancements include:

- Integration of an Electronic Benefits Transfer (EBT) system into WOW. Maryland WIC anticipates that within three years they will have completed the planning requirements to procure an EBT processor to replace the issuance of WIC benefits by check with the issuance of benefits by use of an electronic benefit transaction. Further details are unknown at this time. Since benefits are now issued by check in the existing WOW system, changing this functionality to issue benefits to an EBT card would be an enhancement to the WOW system.
- Transfer of the WOW System to other states and hosting by Maryland WIC Program. As noted earlier in this TORFP, Maryland is the host state for the Virgin Islands WIC Program WOW System. The USDA encourages the use of State Agency Model systems or other state systems as potential system transfers for use in managing their own WIC program. In some circumstances, states may find it more cost effective to share hardware and technical resources with other states as a system alternative. Maryland WIC has been approached by other states to consider the hosting alternative for their state. Since no final decisions have been made at this time, it is impossible to list the states that may seek this alternative. A WOW system transfer and hosting solution may be a future system enhancement.
- Incorporation of Electronic Signature Pads and Document Scanning. The Maryland and Virgin Islands WIC programs currently maintain paper check receipts and prescriptions and other required documentation in a paper based form. Many states have automated this record-keeping function and store signatures and documents in electronic format within their information system. Incorporation of electronic signature pads and document scanning may be a future enhancement for the WOW system.
- Relocation of the production and test environment equipment used by the Maryland and Virgin Islands WOW system. As stated throughout this TORFP, all equipment used for the WOW system (except for the back-up system) is located at the Department of Health and Mental Hygiene, 201 W. Preston Street, Baltimore, Maryland 21201. If it becomes necessary to relocate this equipment due to the unavailability of the DHMH Data Center or to better meet the needs of the program, identification of an alternative environment and relocation of all equipment may be a future enhancement for the WOW system.
- System enhancements required by changes in federal regulation or requested by federal agencies. Federal regulations governing WIC programs may require changes in information systems to better serve the women, infant and child populations we serve. Large software modifications that fall outside of normal software maintenance may be a future enhancement for the WOW system.
- System enhancements required by changes in the needs of users or participants. There are

350 users that use the WOW system day in and day out. Suggestions for ways to improve or enhance system capabilities and process logic flow are encouraged from all users, and receive appropriate approval or denial by program management. Suggestions for improvement may also stem from participants, such as the ability to schedule appointments or receive nutrition education on-line. Suggested improvements that fall outside of normal software maintenance may be a future enhancement for the WOW system.

2.4.2.6.3 Maintenance and Support of System Enhancements

All system enhancement modifications will become incorporated into the WOW system and the TO Contractor shall be responsible for the maintenance and support thereof.

2.4.3 NON-FUNCTIONAL, NON-TECHNICAL REQUIREMENTS

ID #	Non-Functional, Non-Technical Requirements	Associated Deliverable ID # (From section 2.5.2 below):
2.4.3.1	TO Agreement Startup	2.5.2.1
2.4.3.2	Incoming Transition	2.5.2.3
2.4.3.3	Meetings	2.5.2.4
2.4.3.4	Outgoing Transition	2.5.2.3
2.4.3.5	Warranty	

2.4.3.1 TO Agreement Startup

The TO Contractor shall perform the activities necessary to ensure the smooth support and execution of deliverables by quickly becoming familiar with the WIC IT environment and all support requirements. The TO Contractor shall complete all startup activities within sixty (60) days of contract start to minimize any possible disruption to support services. Startup activities include:

- 2.4.3.1.1 A Kickoff Meeting** with the TO Contractor’s staff, the TO Manager, other WIC staff and the incumbent (current) TO Contractor within five (5) days of the Notice to Proceed date. The TO Contractor shall deliver the draft Transition Plan at this meeting and address the details for all maintenance and support issues.
- 2.4.3.1.2 Deliver Contingency Plan** to the State TO Manager with contact information and protocols for obtaining TO Contractor support during non-regular business hours and in emergency conditions.
- 2.4.3.1.3 Establish support resources** and ensure all resources necessary to execute contract deliverables are in place and fully operational.

2.4.3.2 Incoming Transition Plan

The Maryland WIC Program requires continued production support for all modules contained within the WOW system, including interface files and other functions defined in this TORFP. To facilitate uninterrupted support, there shall be a sixty day transition period with the previous TO Contractor at the beginning of the TO Agreement.

The TO Contractor shall be responsible for creating a Transition Plan to be reviewed at the Kickoff Meeting that describes the approach for conducting knowledge transfer and the schedule for conducting the transition activities. The TO Contractor shall work with the TO Manager and previous TO Contractor to ensure a smooth and uninterrupted transition and ensure no loss of system support activities.

2.4.3.3 Meetings

During transition or other critical periods of the contract, more frequent meetings may be required. Meetings are generally face-to-face and are held at 201 W. Preston Street, Baltimore, Maryland, 21201. The type and frequency of meetings is as follows:

- Kickoff Meeting – one time only
- Transition Status Meetings – as needed throughout the Transition
- Bi-Weekly Problem Tracking and Software Modification Review
- Quarterly System Maintenance Review

2.4.3.4 Outgoing Transition Plan

Up to nine (9) months prior to the end of this TO Agreement, the TO Contractor shall create a plan for performing knowledge and responsibility transfer to a new contractor. The Contractor shall continue to provide knowledge transfer to the new contractor for the duration of the outgoing transition timeframe as directed by the TO Manager.

2.4.3.5 Warranty

The TO Contractor shall warrant that it will satisfy all its obligations under the contract using care, skill and diligence in the performance of such obligations. The TO Contractor shall warrant that all hardware and software installation, code, programs, and procedures delivered, installed, and implemented for the WIC Program shall perform as required in accordance with the Task Order Agreement. The TO Contractor's obligation under this warranty shall be to remedy any installation or other errors, coding bugs, and/or code defects, at no cost to the WIC Program, for a period of 30 days from implementation of a system modification. The TO Contractor warrants its own workmanship and does not warrant hardware or software, to the extent that they are otherwise warranted by the manufacturer or licensor.

2.4.4 SERVICE LEVEL AGREEMENT

The TO Contractor shall be responsible for meeting the following Service Level Agreement (SLA) which applies to maintenance and support activities.

The Maryland and Virgin Islands WOW systems are mission critical systems used to enhance the health and welfare of the eligible WIC population. As a result of this importance, an SLA shall be applied to ensure adequate focus is maintained on the availability of these systems and the data they provide. The SLA shall define minimum performance standards the TO Contractor must deliver in order to be eligible to receive the total billable hours for maintenance and support services. The TO Contractor's failure to deliver levels of service specified in the SLA shall result in a reduction in the amount paid to the Contractor. The Contractor's level of SLA fulfillment shall be evaluated each month based on a review of the Monthly Status Report submitted by the TO Contractor.

Please note that all reductions identified below apply to the total billable hours due to the TO Contractor for the current month in the categories of Monitoring Maintenance and Upgrades, Troubleshooting and Problem Resolution and Software Modifications. These reductions are in the nature of liquidated damages. The TO Contractor, by submitting a proposal, agrees that, because of the importance of the WOW systems supported, it is imperative to ensure the maintenance of service. The TO Contractor, by submitting a proposal, further agrees that there is significant difficulty in assessing the actual harm caused by the TO Contractor's failure to maintain the service levels and that the reductions identified below represent a reasonable and fair attempt to fix just compensation for losses caused by those failures.

Actual performance results shall be recorded and submitted by the TO contractor via the Monthly Status Report beginning at the commencement of the contract. Minimum performance standards defined in the SLA shall be waived during the Incoming Transition period and for the Outgoing Transition period from an incumbent contractor to the incoming contractor and/or Maryland staff.

Availability requirements shall be applied to both the Maryland and VI WOW systems, and any other systems implemented under this TO Agreement. The individual components of each system (database, web server, application server, etc.) shall be treated as a whole when considering the availability or unavailability of a system. Thus, a database failure affecting the Maryland WOW system shall be considered to be unavailability of the Maryland WOW system.

Monthly downtime is defined as the difference between one-hundred percent (100%) availability (which includes any scheduled downtime) and the system unavailability as determined during the reporting period. In addition, liquidated damages shall not be levied for any SLA factors beyond the control of the Contractor, such as natural disasters, electrical service interruptions, telephone service failures, network failures, and/or other natural or outside factors.

Hours for System Availability shall be defined as seven (7:00) AM ET to seven (7:00) PM ET, six (6) days per week exclusive of holidays and any scheduled downtime.

Downtime shall commence at the time of notification to the contractor by end users, WIC staff or Contractor staff that a portion of the system or the system as a whole is unavailable without an adequate work-around as determined by the TO Manager.

Uptime is defined as commencing at the time of verification of system availability to the Contractor by the TO Manager.

For each full sixty (60) minutes of unplanned downtime per month, the TO Contractor shall be assessed five percent (5%) in liquidated damages with an additional five percent (5%) in liquidated damages for each additional sixty (60) minutes of system downtime per month, up to a maximum liquidated damage of fifty percent (50%) against the current month's total billable hours in the categories referenced above.

2.4.5 BACKUP / DISASTER RECOVERY

2.4.5.1 The TO Contractor shall provide a fully functioning Hot Backup facility within sixty days of contract start to support the Maryland and Virgin Islands WIC Programs.

- The TO Contractor shall establish and maintain a hot backup facility to provide an alternative operational system in the event of the unavailability of the WOW system at 201 West Preston Street. The hot backup facility shall be prepared to assume full operational status and employ the use of Oracle Dataguard to maintain synchronization with the Production database.
- The backup facility shall support a T1 (installed and paid for by the State) connection to *networkMaryland* that directly connects to the Production System in the State office for data synchronization; must accommodate State telecommunications equipment; and must provide T1 internet access for system users. The facility must meet standard computer room requirements including appropriate power supply and UPS; automatic backup power supplies and a generator; air conditioning; all in a secure location with restricted access to authorized personnel only.
- DHMH will allow the TO Contractor the use of the telecommunications equipment for the T1 connection with the State office. The Master Contractor can propose additional equipment in support of the Hot Backup requirement, subject to DHMH approval.
- The hot backup facility shall provide normal operations to the field within four (4) hours of request by the State. The TO Contractor shall demonstrate the successful operation of the hot backup capability within 60 days of Contract Start. The TO Contractor shall also test and verify the continued operational

ability of the Backup solution as part of the quarterly maintenance requirement as set forth in section [2.4.2.1](#).

- The Hot Backup site must be located at least 30 miles distant from the State office building at 201 West Preston Street, Baltimore, MD.

2.4.5.2

The TO Contractor shall maintain and support stand-alone backup systems on the islands of St. Thomas and St. Croix, US Virgin Islands.

- In the event that internet access is unavailable to the US Virgin Islands due to a major storm or other unforeseen disaster, the contractor shall maintain an emergency stand-alone backup system that allows workstations co-located with the backup servers to service the VI WIC population.
- The stand-alone back-up system in St. Thomas shall consist of a Database server and Application server kept in sync with the production system using Oracle Dataguard via a T1 connection between the DHMH 201 W. Preston Street facility or a future site to be determined (paid for by the State) and the Island of St. Thomas.
- The stand-alone back-up system in St. Croix shall consist of a Database server and Application server kept in sync with the back-up system in St. Thomas using Oracle Dataguard via a T1 connection between the island of St. Thomas and St. Croix.
- The stand-alone backup servers shall provide normal operations to the designated St. Thomas and St. Croix locations within four (4) hours of request by the State. The TO Contractor shall demonstrate the successful operation of the stand-alone backup servers within 60 days of Contract Start. The TO Contractor shall also test and verify the continued operational ability of the stand-alone solution as part of the quarterly maintenance requirement.

2.4.6 Hardware, Software and Materials

The State Agency does not anticipate the TO Contractor procuring any hardware, software or materials on behalf of the WIC Program. If the TO Contractor has to procure these items as a result of software enhancements, the cost shall be billed with no markup from the TO Contractor. Any hardware, software or materials procured for the TO Contractor staff to complete their tasks, is not billable under this TORFP. Any hardware, software or materials procured by the TO Contractor on behalf of the State requires prior written approval from the TO Manager.

2.4 DELIVERABLES

2.5.1 DELIVERABLE SUBMISSION PROCESS

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with Microsoft Office 2003, Microsoft Project 2000 and/or Visio 2000.

Drafts of all final deliverables (except for monthly and quarterly reporting) are required at least two weeks in advance of when all final deliverables are due. Written deliverables defined as draft documents must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but must:

- Be presented in a format appropriate for the subject matter and depth of discussion.
- Be organized in a manner that presents a logical flow of the deliverable's content.
- Represent factual information reasonably expected to have been known at the time of submittal.

- Present information that is relevant to the Section of the deliverable being discussed.
- Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (Attachment 8). The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 9). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities within 14 days of the deliverable rejection date. Subsequent project tasks may not continue until deficiencies with a deliverable 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. Once the State’s issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.6 Invoicing).

A written deliverable defined as a final document must satisfy the scope and requirements of this TORFP for that deliverable. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and must:

- Be presented in a format appropriate for the subject matter and depth of discussion.
- Be organized in a manner that presents a logical flow of the deliverable’s content.
- Represent factual information reasonably expected to have been known at the time of submittal.
- Present information that is relevant to the Section of the deliverable being discussed.
- Address comments or questions submitted by the State in response to review of the draft deliverable.

The State required deliverables are defined below. Within each task, the TO Contractor may suggest other subtasks or deliverables to improve the quality and success of the project.

2.5.2 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

ID #	Deliverable Description	Acceptance Criteria
2.5.2.1	Kickoff Meeting	Completion of the meeting
2.5.2.2	Contingency Plan	Signed Agency Acceptance of Deliverable Form
2.5.2.3	Transition Plan	Signed Agency Acceptance of Deliverable Form
2.5.2.4	Monthly Report	Signed Agency Acceptance of Deliverable Form
2.5.2.5	Quarterly Maintenance Plan	Signed Agency Acceptance of Deliverable Form
2.5.2.6	Post Quarterly Maintenance Summary	Signed Agency Acceptance of Deliverable Form
2.5.2.7	Invoicing and Timesheets	Invoices and Timesheets received per section 2.10.1.3

2.5.2.1 Kickoff Meeting

The TO Contractor's key staff and the WIC staff shall meet within five (5) days of contract start to address the details for all support issues and identify issues which may need resolution.

2.5.2.2 Deliver Contingency Plan

The plan shall be delivered to the State TO Manager with contact information and protocols for obtaining TO Contractor support during non-regular business hours and in emergency conditions.

2.5.2.3 Transition Plan

The TO Contractor shall create a Transition Plan for conducting knowledge transfer and the schedule for conducting the transition activities.

2.5.2.4 Monthly Report

The TO Contractor shall provide monthly status reports by the 5th calendar day of each month that describe work performed for the previous month and projected activities for the current month. The report shall include:

- Work Accomplished
 - ❖ System Monitoring: Summary of items identified during daily monitoring of End of Day, Server, Oracle and Backup Logs.
 - ❖ Software Modifications: Identification of software modifications made, by module, including problem resolution tracking number and brief description.
 - ❖ Technical Support – Summary of items addressed by the technical support technician for the previous month.
- Deliverable Progress – Status of any deliverables due during the reporting period.
- Problem Areas/Risk Mitigation – Identification of any areas of inherent risk and proposed action to mitigate the risk.
- Planned Activities – Summary of planned activities for the upcoming month.

2.5.2.5 Quarterly Maintenance Plan

The TO Contractor shall present the State TO Manager with a plan of Recommended Maintenance Activities, at least two weeks in advance of the maintenance window. The plan shall include a list of all installed software versions along with their currently available versions, and include a recommendation of whether or not to upgrade older versions to current versions. The report shall include a list of any other tasks to be performed during the maintenance window.

2.5.2.6 Post Quarterly Maintenance Report

The TO Contractor shall provide the State TO Manager with a report indicating the tasks accomplished and results of the quarterly inspection; the report is due by 9:00 AM ET on the second working day following the maintenance activity.

The TO Contractor shall ensure all system documentation is kept up-to-date and shall include a list of all documentation in the quarterly report with the latest revision date and confirmation that materials are up-to-date and accurately describe the system.

The TO Contractor shall perform testing and verification of disaster recovery procedures as part of the quarterly maintenance activities and include the results of testing in the Post Quarterly Maintenance Report.

2.5.2.7 Invoicing and Timesheets

Invoicing shall be completed in accordance with section [2.10.1.3](#).

2.6 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. The following policies, guidelines and methodologies can be found at <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx> under “Policies and Guidance.” These may include, but are not limited to:

- The State’s System Development Life Cycle (SDLC) methodology
- The State Information Technology Security Policy and Standards
- The State Information Technology Project Oversight
- The State of Maryland Enterprise Architecture
- The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute’s Project Management Body of Knowledge Guide. TO Contractor’s staff and sub Contractors are to follow a consistent methodology for all TO activities.

2.7 CONTRACTOR PERSONNEL EXPERTISE REQUIRED

The Contractor shall make every effort to retain quality staff. Due to the ever changing landscape of WIC and the complexity associated with the program it is vital to have consistency when dealing with staff. It is expected that the TO Contractor shall make every effort to maintain a core team of qualified staff who are able to support all aspects of the WOW System as detailed in this TORFP. The TO Contractor shall follow the Substitution of Personnel requirements as set forth in the CATS II RFP, Section [2.9.6](#). In the case that it is necessary to identify a resource that will not be 100% dedicated to the TORFP, the TO Contractor shall indicate the percent of time that the personnel will be assigned to this project as well as the percent of time the personnel will be assigned to concurrent projects.

The TO Contractor shall provide skilled and experienced staff to execute this TORFP successfully, specifically in those technologies currently used in the WOW system. The Contractor shall supply support and technical staff to sustain, expand and continue development of the WOW System. Staff assigned to this TORFP shall be able to work in a cooperative fashion with various Department and/or WIC Program staff, Department employees, providers, and other designated Contractors during all phases of the TORFP. Staff shall be able to coordinate and receive direction from the TO Manager and other designated program staff during design and implementation activities. Staff shall be able to work in a highly collaborative environment to create extensible, high quality components.

The business rules of WIC systems are complex. Knowledge and experience with the WIC Program, WIC systems and federal regulations governing both are highly desirable, particularly for the Program Manager, Help Desk Support Specialist and advanced programmer(s). It is advantageous for the TO Contractor to propose a mix of staff with WIC Program and WIC systems experience that address this need.

The personnel classifications shown below are generic and are provided as examples of the types of staff that will be required. They do not reflect the specific labor categories that the TO Contractor should include in its proposal, that is up to the TO Contractor to decide.

1. Program Manager

The Program Manager serves as the Project Manager (PM) who directs controls, administers, and oversees the daily activities of all resources within the TO Contractor team. The Program Manager is responsible for ensuring

the Contractor's efforts meet the Programs' requirements and ensuring that required deliverables are completed as scheduled. The Program Manager manages, directs, and oversees the team to ensure work plans are followed and delivered on schedule. The PM prepares status reports, manages and monitors project plans, and provides updates as necessary to the TO Manager. The PM meets with WIC Program staff, Local Agency Directors, Vendor Community, and other staff as needed to resolve issues affecting work efforts. The PM is responsible for identifying and tracking issues, as well as capturing and reporting performance. The PM is responsible for completing all required Project Management documentation. The PM is not expected to perform any application development during the duration of the TORFP resulting from this procurement. The Program manager may be required to attend other meetings or give presentations as directed.

The Program Manager shall have a minimum of five (5) years experience in project management of Information Technology projects and five (5) years of supervisory experience. Offerors shall provide evidence that proposed Program Managers have the required project management skills; understanding and implementation of web-based processes, technical background, and experience in a project of the same scope as WIC to appropriately manage the project and shall list all relevant professional certifications.

The Program Manager shall have strong written and verbal communication skills. This individual shall be required, throughout the life of the project, to professionally represent the WIC Program, to conduct demonstrations/presentations in a clear and easy to understand format/manner, provide written and verbal status reports to the TO Manager, and effectively communicate with program area staff and management. Any professional representation of the Maryland or Virgin Islands WIC Programs must be approved and coordinated by the TO Manager.

2. Help Desk Support Specialist

The Help Desk Support Specialist provides Level II support to end-users with assistance and answers to system functionality and use. Items referred to the Help Desk Support Specialist cannot be resolved by WIC Help Desk staff who provide Level I support. This resource creates, updates, closes, and follows-up with end-users on Help Desk Remedy tickets. This resource is also responsible for identifying items requiring program modifications and tracking them in the Problem Tracking database. The Help Desk Support Specialist works closely with Help Desk staff, the Program Manager and TO Manager to resolve issues pertaining to Maryland and Virgin Island WIC.

The Help Desk Specialist shall have proven oral and written communications skills, the ability to effectively communicate with individuals and small groups, the ability to coordinate task-oriented group efforts, as well as acceptable and proven preparation skills.

The Help Desk specialist shall have three years of experience supporting end-users on a similar project of this scope and size.

The Help Desk specialist shall be proficient in the use of:

- Microsoft Office Suite

The Help Desk specialist shall be familiar with the use of the following, not for application development purposes, but for researching data irregularities and integrity:

- Tool for Oracle Application Developers (TOAD)

3. Quality Assurance Specialist

The Quality Assurance Specialist plans, constructs, and executes test plans such as System, Load, Stress, and Network Tests to ensure current and planned system changes perform to specification. The Quality Assurance Specialist ensures that tests are executed appropriately in the development and release cycle. The Quality Assurance Specialist identifies and tracks defects found in the testing process. The Quality Assurance Specialist retests code as necessary to ensure defects are resolved. The Quality Assurance Specialist participates with end-users in the development of proposed system changes through the User Acceptance Test phase to answer questions and provide support and works closely with Programmers to resolve system defects.

The Quality Assurance Specialist shall have proven oral and written communications skills, the ability to

effectively communicate with individuals and small groups, the ability to coordinate task-oriented group efforts, as well as acceptable and proven preparation skills.

The Quality Assurance Specialist shall have a demonstrated ability to prepare clear, concise, accurate, and effective written documentation. Prior experience preparing project planning documents, functional requirements, general system design documents, detailed system design documents, communication materials, user documentation, and training materials is required. Further, this resource shall have the demonstrated ability to coordinate, schedule, and deliver training materials and sessions to a diverse learner population throughout the state. In addition, this resource shall be experienced with the preparation of on-line documentation and electronic (on-line) training materials.

The Quality Assurance Specialist shall have three years of experience supporting end-users on a similar project of this scope and size.

The Quality Assurance specialist shall be proficient in the use of:

- Microsoft Office Suite

The Quality Assurance specialist shall be familiar with the use of the following, not for application development purposes, but for researching data irregularities and integrity:

- Tool for Oracle Application Developers (TOAD)

4. On-site Support Technician

The On-site Support Technician shall be expected to rapidly become familiar with WIC clinic operations, operations of the WOW system and the technical environment in order to handle troubleshooting activities. The Onsite Support Technician may be required to obtain TO Contractor assistance from additional technical resources (e.g. database managers, programmers, network technicians, etc) to meet the requirements of the TORFP.

The support technician shall have a minimum of three (3) years of the following experience:

- Providing Help desk support, complex personal computer and server problem analysis and resolution and network troubleshooting.
- Microsoft operating system support for end-user computer hardware, software and applications (e.g. Microsoft Windows 2003 and 2008);
- Microsoft Server 2003 and 2008 installation and support
- Microsoft IIS and related web-based system installation and support
- Help desk support and troubleshooting
- Microsoft Server 2003 and web accelerator network engineering
- Microsoft Office Suite

5. Programmers

Programmers serve as the Application Developers responsible for the analysis, design, coding, component and assembly testing of all application code owned by the specific development team. Programmers are involved in the maintenance, enhancement, and development of application code and processes. They participate in all code reviews and technical walkthroughs with WIC Technical staff as scheduled by the TO Manager. They use design and debugging tools to develop and document code using existing standards. They create and maintain technical documentation as required by standards and policies. They perform Unit Testing. The Programmer works with WIC program staff, other TO Contractor support staff, both technical and functional, and other stakeholders to ensure design and code meets the defined requirements and standards.

Programming, development and testing require a strong working knowledge of current and emerging technologies, and shall be performed by staff with:

- a minimum of three (3) years of experience in implementation of a multi-tier architecture system;
- a minimum of three (3) years of experience in the implementation of client/server and Web based applications
- a minimum of three (3) years experience in the tools listed below:
 - ❖ Oracle 10g including PL/SQL and stored procedures
 - ❖ Microsoft Visual Basic .NET web development including Infragistics NetAdvantage
 - ❖ Javascript
 - ❖ Microsoft SourceSafe
 - ❖ Microsoft Server 2003 and 2008; FTP; IIS; and Juniper web accelerator
 - ❖ Microsoft Office Suite
 - ❖ Macromedia Dreamweaver MX Studio 8
 - ❖ Tool for Oracle Application Developers (TOAD)
 - ❖ Adobe Flash and Captivate
 - ❖ Oracle Developer Suite 10g – Reports Builder
 - ❖ Perl

6. Database Manager

The Database Manager shall be responsible for supporting application developers in planning preparation, load analysis, file organization, indexing methods, and backup and recovery of data. The database administrator may be responsible for the development and implementation of database back-up and recovery procedures, and ensure that data integrity, security and recoverability are built into the WOW application.

The database manager must have three (3) years of experience in:

- Oracle 10g including PL/SQL and stored procedures and the use of Oracle Dataguard
- Tool for Oracle Application Developers (TOAD)
- Microsoft Office Suite

2.8 CONTRACTOR MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory. The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The Master Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services.

The contractor must have successful experience supporting a:

1. Web based application;
2. Program the size of the Maryland WIC Program or larger; and
3. System similar in scope to the Maryland WOW System.

The TO contractor must certify that they are in compliance with the following Federal Assurances:

Required Federal Assurances: Suspension and debarment actions preclude companies and individuals from participating in Government contracts or subcontracts. Suspension or debarment by one Federal agency is Government wide and prohibits a company from doing business with other agencies. In accordance with this assurance, the TO Contractor

understands that it must comply with Federal Executive Order 11246, related to Equal Employment Opportunity; Section 306 of the Federal Clean Air Act, Section 308 of the Federal Clean Water Act; Anti-Lobbying Act; Americans with Disabilities Act; Drug-Free Workplace requirements and that it has certified that neither it nor its principals are debarred or suspended from Federal financial assistance programs and activities and to complete and return in pursuit of such certification any appropriate form required by the State agency (see Federal Executive Order 12549 and 7 CFR Part 3017).

2.9 RETAINAGE

Ten percent (10%) of each invoiced amount for a Deliverable (including System Enhancements if provided in the System Enhancement Change Order request) may be retained if the deliverable is found to be late, incomplete or not provided at all. Payment of the amount retained shall be authorized upon satisfactory completion and acceptance of the deliverable (including satisfactory completion of all work performed under warranty).

2.10 INVOICING

Payment will only be made upon completion and acceptance of the deliverables defined in Section [2.5](#).

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS II Master Contract. A proper invoice for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 9, is not submitted.

The TO Contractor shall submit invoices for payment upon acceptance of separately priced deliverables, on or before the 15th day of the month following receipt of the approved notice(s) of acceptance from the TO Manager. A copy of the notice(s) of acceptance shall accompany all invoices submitted for payment.

2.10.1 INVOICE SUBMISSION PROCEDURE

The invoicing submission procedure consists of the following requirements and steps:

2.10.1.1 The invoice shall identify the Office of the Maryland WIC Program as the TO Requesting Agency, deliverable description, associated TOA number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number

2.10.1.2 The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form – Attachment 9, for each deliverable being invoiced) submitted for payment to the Office of the Maryland WIC Program at the following address:

Deborah Morgan
Chief, WIC Information Technology Management
201 West Preston Street, Room 105
Baltimore, MD 21201
Phone: 410-767-5658
Fax: 410-333-5243
Email: MorganD@dhhm.state.md.us

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 TOA. In no event shall any invoice be submitted later than 60 calendar days from the TOA termination date.

2.10.1.3 Invoicing Time and Materials

The Time and Materials portion of each invoice shall include a summary of the services provided during the preceding calendar month including:

- identification of each task performed by their labor category and hourly labor rate as set forth in the Financial Proposal Sheet for the applicable year of the billing period,
- the total number of hours per labor category,

All invoices shall be supported by time and attendance logs and timesheets, by task for all personnel.

2.10.1.4 Invoicing Maintenance of Hot Backup Facility

Each invoice shall include a section invoicing for 1/12th of the fixed annual price for maintenance of the hot backup facility as set forth in the Financial Proposal Sheet for the applicable year of the billing period.

2.10.1.5 Invoicing System Enhancements

Each monthly invoice shall include a section detailing amounts billed for completed deliverables in accordance with the System Enhancements. This section of any invoice shall identify the System Enhancement by number and descriptive title.

2.11 MBE PARTICIPATION REPORTS

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS II Master Contract by the 15th day of each month. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-3) to the Office of the Maryland WIC Program at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-4). Subcontractor reporting shall be sent directly from the subcontractor to the Office of the Maryland WIC Program. The Office of the Maryland WIC Program will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Procurement Officer and TO Manager. Substitution of MBEs shall only be allowed when the TO Manager agrees to the substitution in writing.

3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS II TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal; or 2) a completed Master Contractor Feedback Form. The feedback form helps the State understand for future contract development why Master Contractors did not submit proposals. The form is accessible via the CATS II Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

3.2 FORMAT

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements of this CATS II TORFP. A TO Proposal shall contain the following sections in order:

3.2.1 TECHNICAL PROPOSAL

3.2.1.1 Proposed Services

- **Executive Summary:** A high level overview of the Master Contractor's understanding of the background, purpose, and objectives of the TORFP. The Executive Summary shall summarize the Master Contractor's capabilities and experience, and summarize the proposed methodology and solution for achieving the objectives of the TORFP.
- **Proposed Solution:** A detailed narrative of the Master Contractor's proposed methodology and solution for completing the requirements and deliverables in Section 2 - Scope of Work. This section should include a comprehensive schedule of tasks and estimated times frames for completing all requirements and deliverables, including any tasks to be performed by State or third party personnel.
- **Draft Work Breakdown Structure (WBS):** A matrix or table that shows a breakdown of the tasks required to complete the requirements and deliverables in Section 2 - Scope of Work. The WBS should reflect the chronology of tasks without assigning specific time frames or start / completion dates. The WBS may include tasks to be performed by the State or third parties as appropriate, for example, independent quality assurance tasks.
- **Draft Project or Work Schedule:** A Gantt or similar chart containing tasks and estimated time frames for completing the requirements and deliverables in Section 2 - Scope of Work. Since the focus of this TORFP is to provide ongoing support for maintenance, support, modifications, upgrades and operation, the work schedule should reflect project start-up, transition, and monthly and quarterly monitoring activities for the first year of this project. The Project or Work Schedule may include tasks to be performed by the State or third parties as appropriate.
- **Draft Risk Assessment:** Identification and prioritization of risks inherent in meeting the requirements in Section 2 - Scope of Work. Includes a description of strategies to mitigate risks. If the Risk Assessment appears as a deliverable in Section 2 – Scope of Work, that version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.
- **Assumptions:** A description of any assumptions formed by the Master Contractor in developing the Technical Proposal. Master Contractors should avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.
- **Proposed Tools:** A description of any tools, for example hardware and/or software applications that will be used to facilitate the work.
-

3.2.1.2 Proposed Personnel

- Identify and provide resumes for all proposed personnel by labor category. The resume should feature prominently the proposed personnel's skills and experience as they relate to the Master Contractor's proposed solution and Section 2 – Scope of Work.
- Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in accordance to Section 2.7.
- Provide the names and titles of the Master Contractor's management staff who will supervise the personnel and quality of services rendered under this TOA.
- Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary.

3.2.1.3 MBE Participation

Submit completed MBE documents Attachment 2 - Form D-1.

3.2.1.4 Subcontractors

Identify all proposed subcontractors, including MBEs, and their roles in the performance of Section 2 - Scope of Work.

3.2.1.5 Master Contractor and Subcontractor Experience and Capabilities

- Provide up to three examples of projects or contracts the Master Contractor has completed that were similar to Section 2 - Scope of Work. Each example must include contact information for the client organization complete with the following:
 - ❖ Name of organization.
 - ❖ Point of contact name, title, and telephone number
 - ❖ Services provided as they relate to Section 2 - Scope of Work.
 - ❖ Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
 - ❖ Dollar value of the contract.
 - ❖ Whether the contract was terminated before the original expiration date.
 - ❖ Whether any renewal options were or were not exercised.
- 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:
 - ❖ Name of organization.
 - ❖ Point of contact name, title, and telephone number
 - ❖ Services provided as they relate to Section 2 - Scope of Work.
 - ❖ Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
 - ❖ Dollar value of the contract.
 - ❖ Whether the contract was terminated before the original expiration date.
 - ❖ Whether any renewal options were or were not exercised.

Note - State of Maryland experience can be included as part of Section E2 above as project or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

3.2.1.5 Proposed Facility

Identify Master Contractor's facilities, including address, from which any work will be performed.

3.2.1.6 State Assistance

Provide an estimate of expectation concerning participation by State personnel.

3.2.1.7 Confidentiality

A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

3.2.1.8 Economic Benefit to the State of Maryland

The Master Contractor shall describe how the award of this contract to the Master will benefit the State of Maryland economy. The Master Contractor will consider the following elements (Do not include any detail of the financial proposal with this technical information):

- The estimated percentage of contract dollars to be recycled into Maryland's economy in support of the contract, through the use of the Maryland subcontractors, suppliers and joint venture partners;
- The estimated number and types of jobs for Maryland residents resulting from this contract.
- The estimated percentage of subcontract dollars committed to Maryland small businesses and MBEs.

3.2.2 FINANCIAL RESPONSE

- A description of any assumptions on which the Master Contractor's Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal);
- Attachment 1.1 – 1.4 (Time and Materials) and Attachment 1A (Fixed Price) - Completed Financial Proposal with all rates fully loaded.

4 – TASK ORDER AWARD PROCESS

4.1 OVERVIEW

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS II TORFP. In making the TOA award determination, the TO Requesting Agency will consider all information submitted in accordance with Section 3.

4.2 TECHNICAL PROPOSAL EVALUATION CRITERIA

4.2.1 Minimum Qualifications

The following are minimum and the TO contractor must satisfy them by completing and signing [Attachment 15 Minimum Qualification Verification Form](#), which must be included with the vendor's proposal.

- A. The contractor has successfully supported a web-based application.
- B. The application serviced a program the size of Maryland WIC (350 users, 150,000 participants) or larger.
- C. The application should be similar in scope to the Maryland WOW system.

4.2.2 Technical Proposal

The criteria to be applied to each Technical Proposal are listed in descending order of importance.

4.2.2.1 Experience and Qualifications of the Proposed Staff

- a. How well are the named individuals properly matched to this project with respect to their past work experience and credentials?
- b. How much actual experience does each staff person have that is applicable to this project?
- c. Is the proposed staffing pattern adequate to perform the services required?
- d. Do the proposed personnel meet the minimum required qualifications and possess the required certifications in accordance to Section 2.7?
- e. Do the proposed personnel meet the requirements of the proposed labor category?
- f. Is the proposed management staff adequate to supervise and deliver quality services?

4.2.2.2 Proposed Solution, Work Breakdown Structure and Work Schedule (i.e. - should include contingency plan, transition plan and quarterly maintenance plan)

- a. To what extent does the proposed work breakdown structure and work schedule succeed in meeting the requirements and time frames of the RFP? Are the proposed time frames realistic? Are deliverable deadlines recognized as deadlines?
- b. How sound is the proposed methodology for completing the requirements and deliverables?
- c. Is there an outline of the management concepts employed by the offeror? How realistic is the outline?
- d. Is there a process to monitor the delivery of contract deliverables? How sound is this process?

4.2.2.3 Corporate Qualifications

- a. To what extent has the organization demonstrated a commitment to providing quality services?
- b. Based on the description given in their proposal, what are the overall capabilities of the offeror as related to the requirements in the RFP, i.e., size and type of staff, finances, experience, etc?
- c. Are there any conflict of interest, financial or legal issues to be resolved?

4.2.2.4 Risks and Assumptions

- a. What risks were identified to meet the requirements in Section 2?
- b. How sound are the strategies to mitigate the risks?
- c. What assumptions were formed by the TO Contractor?
- d. Do any assumptions counter or constitute exceptions to the TORFP terms and conditions?

4.2.2.5 Executive Summary

Has the offeror clearly demonstrated an understanding of the scope of work or is the TORFP parroted in the offeror's proposal? How innovative is the offeror's solution to the problem?

4.2.2.6 Economic Benefit to State of Maryland

- a. How many contract dollars are to be recycled into Maryland's economy?
- b. How many and what types of jobs for Maryland residents will result?

4.3 SELECTION PROCEDURES

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2.8 and quality of responses to Section 3.2.1 of the TORFP. TO Proposals deemed technically qualified will have their financial proposal considered. All others will be deemed not reasonably susceptible to award and will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- B) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- C) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit shall have greater weight than price.

4.4 COMMENCEMENT OF WORK UNDER A TOA

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

**ATTACHMENT 1.1 – PRICE PROPOSAL (TIME AND MATERIALS) YEAR 1
FOR CATS II TORFP OPASS #10-10390/M00B0400673
(October 1, 2010 – September 30, 2011)**

LABOR CATEGORIES

Labor Categories	A	B	C
	Hourly Labor Rate	Total Labor Hours	Total Proposed CATS II TORFP Price
Listed below are descriptions of work and the estimated number of annual hours to be used for financial evaluation. Master Contractors are to insert proposed CATS II labor categories and hours per labor category for each work description. Insert additional lines as needed			
Project Start-Up and Transition (520 Total Hours)			
	\$		\$
	\$		\$
Monitoring, Maintenance and Upgrades (520 Total Hours)			
	\$		\$
	\$		\$
	\$		\$
Troubleshooting and Problem Resolution (1,040 Total Hours)			
	\$		\$
	\$		\$
	\$		\$
Software Modifications (6,240 Total Hours)			
	\$		\$
	\$		\$
	\$		\$
On-site Support Technician (2,080 Total Hours)			
	\$		\$
	\$		\$
Total Evaluated Price			\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower. Rates must include all direct and indirect costs and profit for the Master Contractor to perform under the TOA.

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

**ATTACHMENT 1.2 – PRICE PROPOSAL (TIME AND MATERIALS) YEAR 2
FOR CATS II TORFP OPASS #10-10390/M00B0400673
(October 1, 2011 – September 30, 2012)**

LABOR CATEGORIES

Labor Categories	A	B	C
	Hourly Labor Rate	Total Labor Hours	Total Proposed CATS II TORFP Price
Listed below are descriptions of work and the estimated number of annual hours to be used for financial evaluation. Master Contractors are to insert proposed CATS II labor categories and hours per labor category for each work description. Insert additional lines as needed			
Monitoring, Maintenance and Upgrades (520 Total Hours)			
	\$		\$
	\$		\$
	\$		\$
Troubleshooting and Problem Resolution (1,040 Total Hours)			
	\$		\$
	\$		\$
	\$		\$
Software Modifications (6,240 Total Hours)			
	\$		\$
	\$		\$
	\$		\$
On-site Support Technician (2,080 Total Hours)			
	\$		\$
	\$		\$
Total Evaluated Price			\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower. Rates must include all direct and indirect costs and profit for the Master Contractor to perform under the TOA.

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

**ATTACHMENT 1.3 – PRICE PROPOSAL (TIME AND MATERIALS) YEAR 3
FOR CATS II TORFP OPASS #10-10390/M00B0400673
(October 1, 2012 – September 30, 2013)**

LABOR CATEGORIES

Labor Categories	A	B	C
	Hourly Labor Rate	Total Labor Hours	Total Proposed CATS II TORFP Price
Listed below are descriptions of work and the estimated number of annual hours to be used for financial evaluation. Master Contractors are to insert proposed CATS II labor categories and hours per labor category for each work description. Insert additional lines as needed			
Monitoring, Maintenance and Upgrades (520 Total Hours)			
	\$		\$
	\$		\$
	\$		\$
Troubleshooting and Problem Resolution (1,040 Total Hours)			
	\$		\$
	\$		\$
	\$		\$
Software Modifications (6,240 Total Hours)			
	\$		\$
	\$		\$
	\$		\$
On-site Support Technician (2,080 Total Hours)			
	\$		\$
	\$		\$
Total Evaluated Price			\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower. Rates must include all direct and indirect costs and profit for the Master Contractor to perform under the TOA.

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

**ATTACHMENT 1.4 – PRICE PROPOSAL (TIME AND MATERIALS) YEAR 4
FOR CATS II TORFP OPASS #10-10390/M00B0400673
(October 1, 2013 – May 31, 2014)**

LABOR CATEGORIES

Labor Categories	A	B	C
	Hourly Labor Rate	Total Labor Hours	Total Proposed CATS II TORFP Price
Listed below are descriptions of work and the estimated number of annual hours to be used for financial evaluation. Master Contractors are to insert proposed CATS II labor categories and hours per labor category for each work description. Insert additional lines as needed			
Monitoring, Maintenance and Upgrades (350 Total Hours)			
	\$		\$
	\$		\$
	\$		\$
Troubleshooting and Problem Resolution (700 Total Hours)			
	\$		\$
	\$		\$
	\$		\$
Software Modifications (4,160 Total Hours)			
	\$		\$
	\$		\$
	\$		\$
On-site Support Technician (1,400 Total Hours)			
	\$		\$
	\$		\$
Outgoing Transition (520 total Hours)			
	\$		\$
	\$		\$
Total Evaluated Price			\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower. Rates must include all direct and indirect costs and profit for the Master Contractor to perform under the TOA.

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

ATTACHMENT 1A – PRICE PROPOSAL (FIXED PRICE)

FOR CATS II TORFP OPASS #10-10390/M00B0400673

YEARS 1 - 4

Identification	Deliverable	Proposed Price
2.4.5	Maintain Backup/Disaster Recovery Facility	
	Year 1 (Oct 1, 2010 – Sept 30, 2011)	
	Year 2 (Oct 1, 2011 – Sept 30, 2012)	
	Year 3 (Oct 1, 2012 – Sept 30, 2013)	
	Year 4 (Oct 1, 2013 – May 31, 2014)	
2.4.1.6	Travel	
	Year 1 (Oct 1, 2010 – Sept 30, 2011)	\$10,000
	Year 2 (Oct 1, 2011 – Sept 30, 2012)	\$10,000
	Year 3 (Oct 1, 2012 – Sept 30, 2013)	\$10,000
	Year 4 (Oct 1, 2013 – May 31, 2014)	\$ 5,000
Total Proposed Fixed Price		

Authorized Individual Name

Company Name

Title

Company Tax ID #

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS D1 –D6

TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS II TORFP OPASS #10-10390/M00B0400673

These instructions are meant to accompany the customized reporting forms sent to you by the TO Manager. If, after reading these instructions, you have additional questions or need further clarification, please contact the TO Manager immediately.

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

MDOT Certified MBE Utilization and Fair Solicitation Affidavit

This document shall be included with the submittal of the Offeror’s TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the Offeror’s TO Proposal is not reasonably susceptible of being selected for award.

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

- 1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 20 percent. Therefore, I will not be seeking a waiver pursuant to COMAR 21.11.03.11.

OR

- I conclude that I am unable to achieve the MBE participation goal. I hereby request a waiver, in whole or in part, of the overall goal. Within 10 business days of receiving notice that our firm is the apparent TO Agreement awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.03.11.

- 2. **I understand that if I am notified that I am the TO Agreement awardee, I must submit the following additional documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.**

- (a) Outreach Efforts Compliance Statement (Attachment D2)
- (b) Subcontractor Project Participation Statement (Attachment D3)
- (c) Any other documentation, including waiver documentation, if applicable, required by the Procurement Officer to ascertain offeror’s responsibility in connection with the certified MBE participation goal.

I understand that if I fail to return each completed document within the required time, the TO Procurement Officer may determine that I am not responsible and therefore not eligible for TO Agreement award. If the TO Agreement has already been awarded, the award is voidable.

- 3. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.
- 4. Set forth below are the certified MBEs I intend to use and the percentage of the total contract amount allocated to each MBE for this project. I hereby affirm that the MBE firms are only providing those products and services for which they are MDOT certified.

Prime Contractor: (Firm Name, Address, Phone)	Project Description:
Project Number:	

List Information For Each Certified MBE Subcontractor On This Project

Minority Firm Name	MBE Certification Number

FEIN	

Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
FEIN	

Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
FEIN	

Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
FEIN	

Percentage of Total Contract	
Minority Firm Name MBE Certification Number	
FEIN	

Percentage of Total Contract	
Minority Firm Name MBE Certification Number	
FEIN	

Percentage of Total Contract	
Minority Firm Name MBE Certification Number	
FEIN	

Percentage of Total Contract	
Minority Firm Name MBE Certification Number	
FEIN	

Percentage of Total Contract	

Continue on a separate page, if needed.

SUMMARY

Total MBE Participation: _____ %

I solemnly affirm under the penalties of perjury that the contents of this Affidavit are true to the best of my knowledge, information, and belief.

Bidder/Offeror Name

(PLEASE PRINT OR TYPE)

Name: _____

Signature of Affiant

Title: _____

Date: _____

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

Outreach Efforts Compliance Statement

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

In conjunction with the bid or offer submitted in response to Solicitation No. _____, Bidder/Offeror states the following:

1. Bidder/Offeror identified opportunities to subcontract in these specific work categories.
2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit MDOT certified MBEs for these subcontract opportunities.
3. Bidder/Offeror made the following attempts to contact personally the solicited MDOT certified MBEs.
4. Select ONE of the following:
 - a. This project does not involve bonding requirements.
 - OR**
 - b. Bidder/Offeror assisted MDOT certified MBEs to fulfill or seek waiver of bonding requirements (*describe efforts*).
5. Select ONE of the following:
 - a. Bidder/Offeror did/did not attend the pre-bid/proposal conference.
 - OR**
 - b. No pre-bid/proposal conference was held.

_____ By: _____
 Bidder/Offeror Printed Name Signature

Address: _____

Subcontractor Project Participation Certification

Please complete and submit one form for each MDOT certified MBE listed on Attachment A within 10 working days of notification of apparent award.

_____ (prime contractor) has entered into a contract with _____ (subcontractor) to provide services in connection with the Solicitation described below.

Prime Contractor Address and Phone	Project Description
Project Number	Total Contract Amount \$
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	

The undersigned Prime Contractor and Subcontractor hereby certify and agree that they have fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

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

PRIME CONTRACTOR SIGNATURE

SUBCONTRACTOR SIGNATURE

By: _____

By: _____

Name, Title

Name, Title

Date

Date

This form is to be completed monthly by the prime contractor.

Attachment D4

**Maryland Department of Health and Mental Hygiene
Minority Business Enterprise Participation
Prime Contractor Paid/Unpaid MBE Invoice Report**

<p>REPORT #: _____</p> <p>Reporting Period (Month/Year): _____</p> <p>Report is due to the MBE Officer by the 10th of the month following the month the services were provided.</p> <p>Note: Please number reports in sequence</p>	<p>Contract #: _____</p> <p>Contracting Unit: _____</p> <p>Contract Amount: _____</p> <p>MBE Subcontract Amt: _____</p> <p>Project Begin Date: _____</p> <p>Project End Date: _____</p> <p>Services Provided: _____</p>
--	---

Prime Contractor:		Contact Person:																																					
Address:																																							
City:		State:	ZIP:																																				
Phone:	FAX:	Email:																																					
Subcontractor Name:		Contact Person:																																					
Phone:	FAX:																																						
Subcontractor Services Provided:																																							
<p>LIST ALL PAYMENTS MADE TO MBE SUBCONTRACTOR NAMED ABOVE during this reporting period:</p> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:5%;"></th> <th style="width:30%; text-align: center;"><u>Invoice#</u></th> <th style="width:30%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="3">Total Dollars Paid: \$ _____</td> </tr> </tbody> </table>			<u>Invoice#</u>	<u>Amount</u>	1.			2.			3.			4.			Total Dollars Paid: \$ _____			<p>List dates and amounts of any outstanding invoices:</p> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:5%;"></th> <th style="width:30%; text-align: center;"><u>Invoice #</u></th> <th style="width:30%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="3">Total Dollars Unpaid: \$ _____</td> </tr> </tbody> </table>			<u>Invoice #</u>	<u>Amount</u>	1.			2.			3.			4.			Total Dollars Unpaid: \$ _____		
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Total Dollars Unpaid: \$ _____																																							

**If more than one MBE subcontractor is used for this contract, you must use separate D-5 forms.

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

<p>Chief, Information Technology Deborah Morgan Department of Health and Mental Hygiene Office of the Maryland WIC Program 201 West Preston Street, Room 105 Baltimore, Maryland 21201 MorganD@dhh.state.md.us</p>	<p>MBE Liaison Officer Beverly Spence Department of Health & Mental Hygiene Office of Community Relations 201 West Preston Street Fifth Floor Baltimore, MD 21201 BSpence@dhh.state.md.us</p>
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**Minority Business Enterprise Participation
Subcontractor Paid/Unpaid MBE Invoice Report**

<p>REPORT#: _____</p> <p>Reporting Period (Month/Year): _____</p> <p>Report is due by the 10th of the month following the month the services were performed.</p>	<p>Contract #</p> <p>Contracting Unit:</p> <p>MBE Subcontract Amount:</p> <p>Project Begin Date:</p> <p>Project End Date:</p> <p>Services Provided:</p>
---	---

MBE Subcontractor Name:																															
MDOT Certification #:																															
Contact Person:		Email:																													
Address:																															
City: Baltimore	State:	ZIP:																													
Phone:	FAX:																														
Subcontractor Services Provided:																															
<p>List all payments received from Prime Contractor during reporting period indicated above.</p> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:60%;"></th> <th style="width:20%; text-align: center;"><u>Date</u></th> <th style="width:20%; text-align: center;"><u>Invoice Amt</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td>Total Dollars Paid: \$ _____</td> <td></td> <td></td> </tr> </tbody> </table>		<u>Date</u>	<u>Invoice Amt</u>	1.			2.			3.			Total Dollars Paid: \$ _____			<p>List dates and amounts of any unpaid invoices over 30 days old.</p> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:60%;"></th> <th style="width:20%; text-align: center;"><u>Date</u></th> <th style="width:20%; text-align: center;"><u>Invoice Amt</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td>Total Dollars Unpaid: \$ _____</td> <td></td> <td></td> </tr> </tbody> </table>		<u>Date</u>	<u>Invoice Amt</u>	1.			2.			3.			Total Dollars Unpaid: \$ _____		
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3.																															
Total Dollars Unpaid: \$ _____																															
Prime Contractor:		Contact Person:																													

****Return one copy of this form to the following address (electronic copy with signature & date is preferred):**

<p>Chief, Information Technology Deborah Morgan Department of Health and Mental Hygiene Office of the Maryland WIC Program 201 West Preston Street, Room 105 Baltimore, Maryland 21201 MorganD@dhhm.state.md.us</p>	<p>MBE Liaison Officer Beverly Spence Department of Health & Mental Hygiene Office of Community Relations 201 West Preston Street Fifth Floor Baltimore, MD 21201 BSpence@dhhm.state.md.us</p>
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Signature: _____ Date: _____
(Required)

MARYLAND DEPARTMENT OF HEALTH & MENTAL HYGIENE
Code of Maryland Regulations (COMAR)
Title 21, State Procurement Regulations
(regarding a waiver to a Minority Business Enterprise subcontracting goal)

COMAR 21.11.03.11 - Waiver.

- A. If, for any reason, the apparent successful bidder or offeror is unable to achieve the contract goal for certified MBE participation, the bidder or offeror may request, in writing, a waiver to include the following:
- (1) A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBEs in order to increase the likelihood of achieving the stated goal;
 - (2) A detailed statement of the efforts made to contact and negotiate with certified MBEs including:
 - (a) The names, addresses, dates, and telephone numbers of certified MBEs contacted, and
 - (b) A description of the information provided to certified MBEs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;
 - (3) As to each certified MBE that placed a subcontract quotation or offer that the apparent successful bidder or offeror considers not to be acceptable, a detailed statement of the reasons for this conclusion;
 - (4) A list of minority subcontractors found to be unavailable. This list should be accompanied by an MBE unavailability certification (MBE Attachment D6) signed by the minority business enterprise, or a statement from the apparent successful bidder or offeror that the minority business refused to give the written certification: and
 - (5) The record of the apparent successful bidder or offeror's compliance with the outreach efforts required under Regulation .09B(2)(b).
- A waiver may only be granted upon a reasonable demonstration by that MBE participation could not be obtained or could not be obtained at a reasonable price.
- If the waiver request is determined not to meet this standard, the bidder or offeror will be found non-responsive (bid) or not reasonably susceptible for award (proposal) and removed from further consideration.
- B. A waiver of a certified MBE contract goal may be granted only upon reasonable demonstration by the bidder or offeror that certified MBE participation was unable to be obtained or was unable to be obtained at a reasonable price and if the agency head or designee determines that the public interest is served by a waiver. In making a determination under this section, the agency head or designee may consider engineering estimates, catalogue prices, general market availability, and availability of certified MBEs in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE and non-MBE cost of participation, and their impact on the overall cost of the contract to the State and any other relevant factor.
- C. An agency head may waive any of the provisions of Regulations .09-.10 for a sole source, expedited, or emergency procurement in which the public interest cannot reasonably accommodate use of those procedures.
- D. When a waiver is granted, except waivers under Section C, one copy of the waiver determination and the reasons for the determination shall be kept by the MBE Liaison Officer with another copy forwarded to the Office of Minority Affairs.

MINORITY CONTRACTOR UNAVAILABILITY CERTIFICATE

Section I (to be completed by PRIME CONTRACTOR)

I hereby certify that the firm of _____ (Name of Prime Contractor)

located at _____ (Number) _____ (Street) _____ (City) _____ (State) (Zip)

on _____ (Date) contacted certified minority business enterprise, _____ (Name of Minority Business)

_____ located at _____ (Number) _____ (Street) _____ (City) (State) (Zip)

seeking to obtain a bid for work/service for project number _____, project name _____

List below the type of work/ service requested:

Indicate the type of bid sought, _____. The minority business enterprise identified above is either unavailable for the work /service in relation to project number _____, or is unable to prepare a bid for the following reasons(s):

The statements contained above are, to the best of my knowledge and belief, true and accurate.

_____ (Name) _____ (Title)

_____ (Number) _____ (Street) _____ (City) _____ (State) _____ (Zip)

_____ (Signature)

(Date)

Note: Certified minority business enterprise must complete Section II on reverse side.

Section II (to be completed by CERTIFIED MINORITY BUSINESS ENTERPRISE)

I hereby certify that the firm of _____ MBE Cert.# _____
(Name of MBE Firm)

located at _____
(Number) (Street) (City)

(State)
(Zip)

was offered the opportunity to bid on project number _____, ON _____

(Date)

by _____
(Prime Contractor's Name) (Prime Contractor Official's Name) (Title)

The statements contained in Section I and Section II of this document are, to the best of my knowledge and belief, true and accurate.

(Name) (Title) (Phone)

(Signature) (Fax Number)

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS II TORFP #M00B0400673 OF MASTER CONTRACT #060B9800035

This Task Order Agreement (“TO Agreement”) is made this day of Month, 200X by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, Office of the Maryland WIC Program.

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means the Office of the Maryland WIC Program, as identified in the CATS II TORFP OPASS #10-10390/M00B0400673.
 - b. “CATS II TORFP” means the Task Order Request for Proposals OPASS #10-10390/M00B0400673, dated MONTH DAY, YEAR, including any addenda.
 - c. “Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and TO Contractor dated _____.
 - d. “TO Procurement Officer” means Sharon Gambrell. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. “TO Agreement” means this signed TO Agreement between Office of the Maryland WIC Program and TO Contractor.
 - f. “TO Contractor” means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g. “TO Manager” means Deborah Morgan of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS II TORFP dated date of TO Proposal – Technical.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS II TORFP dated date of TO Proposal - Financial.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
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 supercede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS II 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 II TORFP
- c. Exhibit B – TO Proposal-Technical
- d. Exhibit C – TO Proposal-Financial

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 II TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of three years and eight months, commencing on the date of Notice to Proceed and terminating on May 31, 2014.

4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS II TORFP and shall not exceed the total amount of the task order. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS II TORFP, but no later than thirty (30) days after the Agency's receipt of an 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 Deborah Morgan 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, Office of the Maryland WIC Program

By: Sharon Gambrill, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

- A) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or 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)

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B9800035.
2. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS II TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. **This summary is required with your proposal submission.**

For example: If you propose John Smith, who is your subcontractor, and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. 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 mandatory time requirement; in this case, three months.

4. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
5. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.
6. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

**ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY
(CONTINUED)**

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)	
Education: (Insert the education description from the CATS II RFP from Section 2.10 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS II RFP from Section 2.10 for the applicable labor category.)	
Duties: (Insert the duties description from the CATS II RFP from Section 2.10 for the applicable labor category.)	

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

Contractor's Contract Administrator:

Signature Date

Proposed Individual:

Signature Date

SUBMIT WITH TECHNICAL PROPOSAL

SIGNATURE REQUIRED AT THE TIME OF THE INTERVIEW

ATTACHMENT 6 – DIRECTIONS TO THE PRE-TO PROPOSAL CONFERENCE

Directions To the State Office Building Complex

Department of Health and Mental Hygiene, 201 W. Preston St., Baltimore, MD 21201

From the North or South on I-95

Take the exit for Route I-395 (Downtown Baltimore), staying in the right lane. Continue going straight using the Martin Luther King, Jr. Blvd. off-ramp. Go approximately 1.5 miles and turn left at Eutaw St. Make the next right onto Preston St.

From the North on I-83

Follow I-83 to the North Avenue exit. Make a left onto North Avenue. Make an immediate right onto Howard St. after you have crossed the bridge. Proceed on Howard Street for .5 mile and make a right onto Preston St. (Armory on right corner). Turn left into the parking garage.

From the West on I-70

Take I-70 East to I-695 South toward Glen Burnie. Follow I-695 to I-95 North and follow directions in number (1) above.

From Annapolis and Vicinity on I-97

Follow I-97 North toward Baltimore. Exit at the Baltimore Beltway (I-695) West towards Towson. Continue on I-695 to I-395 North and follow directions in number (1) above.

Baltimore Metro

The Baltimore Metro runs from the Johns Hopkins Hospital to Owings Mills. Get off at the State Center stop. Take the escalator to the top; the 201 Building is the tan building across the street, to your left.

ATTACHMENT 7 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS II Task Order Agreement OPASS #10-10390/M00B0400673

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Deborah Morgan of the Office of the Maryland WIC Program will serve as your contact person on this Task Order. Deborah Morgan can be reached at (410)767-5658 or morgand@dhmh.state.md.us.

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

Sincerely,

Sharon Gambrill

Task Order Procurement Officer

Enclosures (2)

cc: Deborah Morgan

Procurement Liaison Office, Department of Information Technology

Project Management Office, Department of Information Technology

ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: WIC on the Web (WOW) System Support

TO Agreement Number: OPASS #10-10390/M00B0400673

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: Deborah Morgan

TO Manager Signature

Date Signed

Name of TO Contractor's Project Manager: _____

TO Contractor's Project Manager Signature

Date Signed

SUBMIT AS REQUIRED IN SECTION 2.5.1 OF THE TORFP.

ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Office of the Maryland WIC Program

TORFP Title: WIC on the Web (WOW System Support)

TO Manager: Deborah Morgan (410)767-5658

To:

The following deliverable, as required by TO Agreement - OPASS #10-10390/M00B0400673, 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

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.5.1 OF THE TORFP.

ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)

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

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS II TORFP OPASS #10-10390/M00B0400673 for WIC WOW System Support. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Catherine Carter, Department of Health and Mental Hygiene on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____ BY: _____

NAME: _____ TITLE: _____

ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ____ day of _____, 200____, by and between the State of Maryland (“the State”), acting by and through its Office of the Maryland WIC Program (the “Department”), and _____ (“TO Contractor”), a corporation with its principal business office located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for WIC WOW System Support TORFP OPASS #10-10390/M00B0400673 dated _____, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B9800035; and

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

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

1. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor’s Personnel are attached hereto and made a part hereof as Attachment 11A. Each individual whose name appears on Attachment 16 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 Attachment 11A by adding additional names as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor’s performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor’s Personnel or the TO Contractor’s former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).

6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.
7. A breach of this Agreement by the TO Contractor or by the TO Contractor's Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.
8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/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 contained in this document are not merely prefatory but are an integral part hereof.

TO Contractor/TO Contractor's Personnel: Office of the Maryland WIC Program:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 11A - ACCESS TO CONFIDENTIAL INFORMATION

**TO CONTRACTOR’S EMPLOYEES AND AGENTS WHO WILL BE GIVEN
ACCESS TO CONFIDENTIAL INFORMATION**

Printed Name and Address
of Employee or Agent

Signature

Date

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

ATTACHMENT 12 – TO CONTRACTOR SELF-REPORTING CHECKLIST

The purpose of this checklist is for CATS II Master Contractors to self-report on adherence to procedures for task orders (TO) awarded under the CATS II master contract. Requirements for TO management can be found in the CATS II 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.state.md.us 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	
<p>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.)</p>	
<p>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) _____</p>	
<p>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) _____</p>	
Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials	
<p>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) _____</p>	
<p>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) _____</p>	
<p>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) _____</p>	
Section 3 – Substitution of Personnel	

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

C) Have any change orders been executed?

Yes No

(If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)

D) Is the change management procedure being followed?

Yes No **(If no, explain why)** _____

ATTACHMENT 13 – LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

Bidder/Offeror is a nonprofit organization

Bidder/Offeror is a public service company

Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000

Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

If the Contract is a Living Wage Contract

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

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

All employee(s) proposed to work on the State contract will spend less than one-half of the employee's time during every work week on the State contract;

All employee(s) proposed to work on the State contract will be 17 years of age or younger during the duration of the State contract; or

__ All employee(s) proposed to work on the State contract will work less than 13 consecutive weeks on the State contract.

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature & Date: _____

ATTACHMENT 14 – FEDERAL FUNDS ATTACHMENT B

FEDERAL FUNDS ATTACHMENT B

A Summary of Certain Federal Fund Requirements and Restrictions

[Details of particular laws, which may levy a penalty for noncompliance, are available from the Department of Health and Mental Hygiene.]

1. Form and rule enclosed: 18 U.S.C. 1913 and section 1352 of P.L. 101-121 require that all *prospective* and present subgrantees (this includes all levels of funding) who receive more than \$100,000 in federal funds must submit the form “Certification Against Lobbying”. It assures, generally, that recipients will not lobby federal entities with federal funds, and that, as is required, they will disclose other lobbying on form SF- LLL.
2. Form and instructions enclosed: “Form LLL, Disclosure of Lobbying Activities” must be submitted by those receiving more than \$100,000 in federal funds, to disclose any lobbying of federal entities (a) with profits from federal contracts or (b) funded with nonfederal funds.
3. Form and summary of Act enclosed: Subrecipients of federal funds on any level must complete a “Certification Regarding Environmental Tobacco Smoke, required by Public Law 103-227, the Pro-Children Act of 1994. Such law prohibits smoking in any portion of any indoor facility owned or leased or contracted for regular provision of health, day care, early childhood development, education or library services for children under the age of 18. Such language must be included in the conditions of award (they are included in the certification, which may be part of such conditions.) This does not apply to those solely receiving Medicaid or Medicare, or facilities where WIC coupons are redeemed.
4. In addition, federal law requires that:
 - A) OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations requires that grantees (both recipients and subrecipients) which expend a total of \$500,000 or more in federal assistance shall have a single or program-specific audit conducted for that year in accordance with the provisions of the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act of 1996, P.L. 104-156, and the Office of Management and Budget (OMB) Circular A-133. All subgrantee audit reports, performed in compliance with the aforementioned Circular shall be forwarded within 30 days of report issuance to the DHMH, Audit Division, 605 S. Chapel Gate Lane, Old School Building, Baltimore, MD 21229.
 - B) All subrecipients of federal funds comply with Sections 503 and 504 of the Rehabilitation Act of 1973, the conditions of which are summarized in item (C).
 - C) Recipients of \$10,000 or more (on any level) must include in their contract language the requirements of Sections 503 (language specified) and 504 referenced in item (B).

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

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

- a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b) The contractor agrees to comply with the rules, regulations, and relevant orders of the secretary of labor issued pursuant to the act.
- c) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the secretary of labor issued pursuant to the act.
- d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting office. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- e) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- f) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the [federal] secretary issued pursuant to section 503 of the Act, so that such provisions will be binding upon each subcontractor vendor. The contractor will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

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

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

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

Rev. 3/2008

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source or applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

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

The submitting organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

NAME: _____

TITLE: _____

GRANT NO: _____

STATE: _____

U.S. Department of Health and Human Services

Certification Regarding Lobby

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobby," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Award No.	Organization Entity
Name and Title of Official for Organization Entity	Telephone No. of Signing Official
Signature of Above Official	Date Signed

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or sub award recipient. Identify the tier of the sub-awardee, e.g. the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational Level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments
8. Enter the most appropriate Federal Identifying number available for the Federal action identified in item 1 (e.g. Request for Proposal (RFP) number, Invitation for BID (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g. "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name First Name, and Middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal Official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-FFF-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S. C 1352 (See reverse for public burden disclosure.)

<p>1. Type of Federal Action:</p> <p>a. Contract b. Grant c. Cooperative agreement d. Loan e. Loan guarantee f. Loan insurance</p>	<p>2. Status of Federal Action:</p> <p>a. Bid/offer/application b. Initial award c. Post-award</p>	<p>3. Report Type</p> <p>a. Initial filing b. Material change</p> <p>For Material Change Only: Year _____ quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity: _____ Prime _____ Sub-awardee Tier _____ if known:</p> <p>Congressional District, <i>if known</i></p>		<p>5. If Reporting Entity in No. 4 is Sub-awardee, enter Name and address of Prime:</p> <p>Congressional District, <i>if known</i></p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p>	
<p>8. Federal Action Number, <i>if known</i>:</p>	<p>9. Award Amount, <i>if known</i>:</p>	
<p>10. a. Name and Address of Lobbying Entity: (<i>If individual, last name, first name, MI</i>):</p>	<p>11. Individuals Performing Services (<i>Including address if different from No. 10a</i>) (<i>last name, first name, MI</i>):</p>	
<p>11. Amount of Payment (<i>check all that apply</i>): \$ _____ <i>actual</i> _____ <i>planned</i> _____</p>	<p>13. Type of Payment (<i>Check all that apply</i>):</p> <p>___ a. Retainer ___ b. One-time fee ___ c. Commission ___ d. Contingent fee ___ e. Deferred ___ f. Other, specify: _____</p>	
<p>12. Form of Payment (<i>check all that apply</i>):</p> <p>___ a. Cash ___ b. In-kind: specify: nature _____ value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:</p> <p align="center">(attached Continuation Sheet(s) SF-LLL-A <i>if necessary</i>)</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: _____ yes _____ no</p>		
<p>16. Information required through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a maternal representation of fact upon which reliance was placed by the per above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,00 for each such failure.</p>		<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: _____ Date: _____</p>
<p>Federal Use Only:</p>		<p>Authorized for Local Reproduction Standard form-LLL</p>

Continuation Sheet

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction Standard Form-LLL-A

ATTACHMENT 15 – MINIMUM QUALIFICATION VERIFICATION FORM

Please complete the requested information below.

Item A: The Contractor has successfully supported a web-based application. Describe the application that was developed.

Developed For (Company Name):
Company Address:
Duration:
Contact Person:
Narrative:

Item B: The application serviced a program the size of the Maryland WIC Program (350 users, 150,000 participants) or larger. How many users and clients did the application service?

Program Name:
Program Address:
Duration:
Contact Person:
Narrative:

Item C: Application should be similar in scope to the Maryland WOW system. Describe how this application's scope is similar to the Maryland WOW system.

Application Project:
Project Address:
Duration:
Contact Person:
Narrative:

Item D: By signing below, the TO contractor certifies that they are in compliance with the Required Federal Assurances defined in Section 2.8.

TO Contractor's Signature

Date Signed

Print

Title

SUBMIT AS A .PDF FILE WITH THE PROPOSAL