

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



MARYLAND DEPARTMENT OF HEALTH (MDH)

SOLICITATION NUMBER: M00B9400122

**WOMEN, INFANTS, AND CHILDREN (WIC) ON THE WEB
(WOW) SYSTEM SUPPORT**

ISSUE DATE: AUGUST 13, 2018

MARYLAND DEPARTMENT OF HEALTH (MDH)

KEY INFORMATION SUMMARY SHEET

Solicitation Title:	Women, Infants, and Children (WIC) on the Web (WOW) System Support
Solicitation Number (TORFP#):	M00B9400122
Functional Area:	Functional Area 2 - Web and Internet Systems
TORFP Issue Date:	8/13/2018
TORFP Issuing Office:	Maryland Department of Health (MDH)
Department Location:	201 West Preston Street, Baltimore, MD 21201
TO Procurement Officer: e-mail: Office Phone:	Denise Coates MDH/OPASS 201 W. Preston Street – Fourth Floor Baltimore, Maryland 21201 mdh.solicitationquestions@maryland.gov 410-767-5981
TO Manager: e-mail: Office Phone:	Chris Harr, Chief of WIC IT, Maryland WIC Program 201 West Preston Street, Baltimore, MD 21201 chris.harr@maryland.gov 410-767-5175
TO Proposals are to be sent to:	201 West Preston Street, Baltimore, MD 21201 Attention: Denise Coates
TO Pre-proposal Conference:	August 20, 2018 at 10:00 a.m. Local Time 201 W. Preston Street, Room L1 Baltimore, Maryland 21201 (See Attachment A for Response Form)
TO Proposals Due (Closing) Date and Time:	9/12/2018 at 2:00 p.m. Local Time Offerors are reminded that a completed Feedback Form is requested if a no-bid decision is made (see Section 5).
MBE Subcontracting Goal:	25% with the following subgoals: 7% for African-American MBEs, 0% for Asian-American MBEs, 2% for Hispanic-American MBEs, and 8% for Woman-Owned MBEs.
VSBE Subcontracting Goal:	0%
Task Order Type:	a) Fixed Price for production and backup facilities services under Section 2.3.11, 2.3.12 and 2.3.18; and

	b) Time and Materials for system maintenance, help desk services, Work Orders and all other requirements under Section 2.3 not listed above.
Task Order Duration:	Five (5) year period, commencing from the Notice to Proceed (NTP), inclusive of any transition period (s).
Primary Place of Performance:	201 West Preston Street Baltimore, MD 21201 and TO Contractor hosting location.
SBR Designation:	No
Federal Funding:	Yes
Questions Due Date and Time	8/28/2018 at 2:00 p.m. Local Time

TABLE OF CONTENTS - TORFP

1	Minimum Qualifications	7
1.1	Offeror Personnel Minimum Qualifications.....	7
1.2	Offeror Personnel Preferred Qualifications.....	7
2	TO Contractor Requirements: Scope of Work	8
2.1	Summary Statement.....	8
2.2	Background and Purpose.....	8
2.3	Responsibilities and Tasks.....	17
2.4	Deliverables.....	34
2.5	Change Orders.....	38
2.6	Service Level Agreement (SLA).....	39
3	TO Contractor Requirements: General	43
3.1	Task Order Initiation Requirements.....	43
3.2	End of Task Order Transition.....	44
3.3	Invoicing.....	46
3.4	Liquidated Damages.....	50
3.5	Disaster Recovery and Data.....	50
3.6	Insurance Requirements.....	51
3.7	Security Requirements.....	52
3.8	Right to Audit.....	56
3.9	SOC 2 Type 2 Audit Report.....	58
3.10	Performance and Personnel.....	60
3.11	TO Contractor and Personnel Required Qualifications.....	62
3.12	Substitution of Personnel.....	68
3.13	Minority Business Enterprise (MBE) Reports.....	69
3.14	Veteran Small Business Enterprise (VSBE) Reports.....	69
3.15	Work Orders.....	69
3.16	Additional Clauses.....	70
4	TORFP Instructions	72
4.1	TO Pre-Proposal Conference.....	72
4.2	Questions.....	72
4.3	TO Proposal Due (Closing) Date and Time.....	72
4.4	Award Basis.....	73

4.5	Oral Presentation	73
4.6	Limitation of Liability	73
4.7	MBE Participation Goal	73
4.8	VSBE Goal	73
4.9	Living Wage Requirements	73
4.10	Federal Funding Acknowledgement.....	74
4.11	Conflict of Interest Affidavit and Disclosure	74
4.12	Non-Disclosure Agreement	74
4.13	HIPAA - Business Associate Agreement	75
4.14	Proposal Affidavit	76
4.15	Mercury and Products That Contain Mercury	76
4.16	Location of the Performance of Services Disclosure	76
4.17	Department of Human Services (DHS) Hiring Agreement.....	76
4.18	Small Business Reserve (SBR) Set-Aside.....	76
4.19	Bonds.....	76
5	TO Proposal Format	77
5.1	Required Response	77
5.2	Two Part Submission.....	77
5.3	TO Proposal Packaging and Delivery.....	77
5.4	Volume I - TO Technical Proposal.....	78
5.5	Volume II – TO Financial Proposal	82
6	Evaluation and Selection Process.....	84
6.1	Evaluation Committee	84
6.2	TO Technical Proposal Evaluation Criteria.....	84
6.3	TO Financial Proposal Evaluation Criteria.....	85
6.4	Selection Procedures.....	85
6.5	Documents Required upon Notice of Recommendation for Task Order Award.....	86
7	TORFP ATTACHMENTS AND APPENDICES	87
Attachment A.	TO Pre-Proposal Conference Response Form.....	89
Attachment B.	TO Financial Proposal Instructions & Forms	90
Attachment C.	Bid/Proposal Affidavit.....	94
L.	Non-Israel Boycott Certification	99
Attachment D.	Minority Business Enterprise (MBE) Forms	101

Attachment E.	Veteran-Owned Small Business Enterprise (VSBE) Forms	128
Attachment F.	Maryland Living Wage Affidavit of Agreement for Service Contracts	129
Attachment G.	Federal Funds Attachments.....	133
Attachment H.	Conflict of Interest Affidavit and Disclosure	140
Attachment I.	Non-Disclosure Agreement (TO Contractor).....	141
Attachment J.	HIPAA Business Associate Agreement.....	146
Attachment K.	Mercury Affidavit.....	153
Attachment L.	Location of the Performance of Services Disclosure	154
Attachment M.	Task Order	155
Appendix 1.	Abbreviations and Definitions.....	158
Appendix 2.	Offeror Information Sheet.....	162
Appendix 3.	Labor Classification Personnel Resume Summary	163
Appendix 4.	Non-Disclosure Agreement (Offeror)	168
Appendix 5.	TRAVEL PER DIEM.....	170
Appendix 6.	Deliverable Product Acceptance Form (DPAF).....	171

1 Minimum Qualifications

1.1 Offeror Personnel Minimum Qualifications

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

The Personnel proposed under this TORFP must meet all minimum qualifications for the labor category proposed, as identified in the CATS + Master Contract Section 2.10. Resumes shall clearly outline start and end dates for each applicable experience or skill. This TORFP is seeking technical personnel to fill the following three (3) Key Personnel roles:

1. Program Manager
2. Help Desk Specialist (Senior)
3. Quality Assurance Specialist

Master Contractors may only propose **three (3)** Key Personnel in the response to this TORFP. All other planned positions shall be described generally in the Staffing Plan and may not be used as evidence of fulfilling personnel minimum qualifications.

1.2 Offeror Personnel Preferred Qualifications

An Offeror may be evaluated higher for the experience and qualifications of proposed staff, if it meets or exceeds the preferred qualifications, listed below:

1.2.1 Program Manager

- 1.2.1.1 Possess ten (10) years of experience in implementation of web-based processes;
- 1.2.1.2 Successfully completed one (1) project with same technical background and experience in a project of the same scope and size. Possess strong written communication skills, demonstrated with a business reference and a writing sample. Possess strong verbal communications skills, demonstrated at the oral presentation.

1.2.2 Help Desk Specialist (Senior)

- 1.2.2.1 Possess at least five (5) years comprehensive knowledge of PC Windows operating systems;
- 1.2.2.2 Familiar (i.e. at least three (3) months of working experience) with Tool for Oracle Application Developers (TOAD).
- 1.2.2.3 The Help Desk Support Specialist shall have at least five (5) years of experience in the use of Microsoft Office Suite.
- 1.2.2.4 Possess strong oral and written communication skills, demonstrated with a business reference and a writing sample;

1.2.3 Quality Assurance Specialist

- 1.2.3.1 Possess at least three (3) years of experience supporting end-users on a similar project of this scope and size;
- 1.2.3.2 Possess at least three (3) years of experience testing on projects of this scope and size;
- 1.2.3.3 Familiar (i.e. at least three (3) months of working experience) with Tool for Oracle Application Developers (TOAD).

2 TO Contractor Requirements: Scope of Work

2.1 Summary Statement

- 2.1.1 The Maryland Department of Health (MDH) is issuing this CATS+ TORFP in order to obtain a TO Contractor to host, support, maintain and enhance the management information system, Women, Infants and Children (WIC) on the Web (WOW), for the Maryland (MD), US Virgin Islands (USVI), and Delaware (DE) WIC Programs. The TO Contractor selected for this TORFP shall be responsible for supporting the MD WOW, USVI WOW and DE WOW systems.
- 2.1.2 MDH will have the option of adding up to **ten (10)** additional resources to this Task Order for a maximum of thirteen (13) resources. All resources beyond the initial three (3) Key Personnel will be requested through a Work Order process (See Section 3.15).
- 2.1.3 MDH expects the proposed Key Personnel to be available as of the start date specified in the Notice to Proceed (NTP).
- 2.1.4 MDH intends to award this Task Order to one (1) Master Contractor that proposes a team of resources and a Staffing Plan that can best satisfy the Task Order requirements. Master Contractors are advised that, should a solicitation or other competitive award be initiated as a result of activity or recommendations arising from this Task Order, the Offeror awarded this Task Order may not be eligible to compete if such activity constitutes assisting in the drafting of specifications, requirements, or design thereof.
- 2.1.5 A Task Order award does not assure a TO Contractor that it will receive all State business under the Task Order.

2.2 Background and Purpose

The Maryland, US Virgin Islands, and Delaware WIC Program missions are critical to the health and welfare of WIC program participants. Without knowledgeable technicians, these programs run the risk of being unable to serve the citizens most in need of WIC services, provide adequate support to staff who rely on the system daily, and implement future enhancements that are either requested or mandated by the State or USDA.

The WIC Program is a federally funded program through the United States Department of Agriculture (USDA) 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, so there are limited funds allocated to serve the WIC population. 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 are issued up to three (3) months of benefits for redemption by authorized WIC vendors. The program has an extraordinary 43-year record of preventing children's health problems and improving their long-term health, growth, and development. WIC serves over 7.7 million women, infants and children through over 10,000 clinics nationwide. For more information, visit the USDA/Food and Nutrition Service (FNS)/WIC website at: <http://www.fns.usda.gov/wic/>.

Maryland WIC completed implementation of a WIC information system called WOW in 2005. WOW is a robust, web-based, full-featured system meeting all of the FNS mandatory requirements defined by the FNS Functional Requirements Document (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 USDA, Maryland WIC signed a Memorandum of Understanding with the US Virgin Islands WIC Program to transfer and host the USVI WOW system. In 2010, Maryland WIC signed a Memorandum of Understanding with the Delaware (DE) WIC Program to transfer and host the DE WOW system. The USVI WOW system is a mirror image of the Maryland WOW system using the

same operating code, but functions slightly different based on which state the user is assigned. The DE WOW Vendor Module has been changed to accommodate the DE WOW business model, but the other WOW modules are mirror images of the Maryland WOW system. All WOW systems are accessed through separate URLs, but the applications and databases reside on Maryland WIC servers.

The Maryland WIC Program screens applicants and provides services in 85 clinic sites throughout the State of Maryland. Each clinic includes a computer for each WIC staff member (approximately 500 statewide), magnetic stripe readers, PIN select devices, document scanners, and one (1) report printer 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, but still access WOW via the Internet. All of the clinic equipment (including computers, printers, and network connections) is supplied, maintained and updated by the Maryland WIC Program's internal Help Desk staff.

Maryland WIC serves approximately 138,931 women, infants, and children, and has approximately 747 authorized vendors who accept and redeem electronic WIC benefits (eWIC). Maryland WIC also authorized Farmers Markets to accept and redeem eWIC benefits issued for fruit and vegetables. Approximately 250 farmers participate in the program at this time.

The USVI WIC Program has five (5) clinics located throughout the islands of St. Thomas, St. Croix and St. John. They have twenty-two (22) staff members, and issue benefits to an average of 4,258 participants each month that are redeemable at eleven (11) authorized vendor locations.

The Delaware WIC Program has eleven (11) clinics located throughout Delaware. They have sixty-five (65) staff members and issue benefits to an average of 18,501 participants each month that are redeemable at eighty (80) authorized vendor locations.

Maryland, the USVI, and Delaware all send benefit issuance information to their respective WIC Electronic Benefits Transfer (EBT) contractor from WOW on a real-time basis. The WOW system also receives benefit redemption information daily for Maryland, the USVI, and Delaware which is used for reconciliation of benefits, and financial reporting to each State and the USDA.

All three programs have infant formula rebate contracts and the WOW system creates the rebate invoices and tracks the payments received.

The WOW software, including the source code, is owned by the State of Maryland and the USDA.

2.2.1 Existing System Description

2.2.1.1 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 12g 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, Delaware and US Virgin Islands' WIC staff to manage vendor activities and reconcile financial information with the programs' WIC EBT contractors and the USDA.

2.2.1.2 WOW Front-End Modules

2.2.1.2.1 Clinic Module (Version 7.2.1.26)

Approximately 100 screens and 50 reports which provide WIC clinic staff the tools to pre-certify, certify, recertify, and change categories of participants enrolled in the program. This includes the ability to schedule appointments, perform demographic intake, income validation, record medical and nutrition data, perform nutrition risk assessment, provide referral information, assign a food prescription, and issue food instruments (checks). The clinic module also captures daily and quarterly time study information, tracks breast pump issuance to participants, and performs myriad other functions used in the daily

operations of a WIC clinic.

2.2.1.2.2 Administration Module (Version 7.1.0.1)

Approximately 20 screens that allow authorized State and local agency staff to assign roles and passwords, set-up schedules, maintain local provider information, manage breast pumps and peripherals, manage time studies, track staff trainings, and maintain certain standard tables used in dropdown boxes and similar elements.

2.2.1.2.3 Vendor Module (Version 7.2.1.5)

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, monitoring activities, compliance cases, sanctions, disqualifications and peer group average pricing for food benefits.

2.2.1.2.4 Nutrition Module (Version 7.1.0.5)

Approximately 20 screens used to build and maintain food package prescription information. This includes maintaining food item maximums, distribution of items across checks, and establishing base prices and rules for food prescription assignment.

2.2.1.2.5 Finance Module (Version 7.0.1.8)

Approximately 45 screens and 60 reports used by the Finance unit at State offices to track statewide caseload and finance data including detailed food instrument issuance, redemption information, rebate contract details, rebate billing, bank reconciliation and USDA financial reports.

2.2.1.2.6 Training Module (Version 7.0.0.1)

Approximately ten (10) computer-based training modules used to provide training on how to use WOW and certify participants.

2.2.1.2.7 End-of-Day Module

A process made up of approximately 22 batch jobs that execute PL/SQL scripts running on one of the servers that performs essential manipulation and analysis of the WOW databases, as well as handles interfaces to the respective banks, EBT processors, automated appointment reminder calling systems, and automatic generation of daily monitoring reports.

2.2.1.2.8 External Vendor Portal

Web-based Vendor portal are used by Delaware allowing vendors to securely interact with WOW Vendor data by applying for authorization/reauthorization, updating demographic information, entering pricing information, and performing similarly related vendor functions on-line.

2.2.1.2.9 External Client Portal

The web-based Client portal in use by Delaware allows participants to securely interact with WOW to request an appointment for service or change an existing appointment. This portal also interacts with an on-line nutrition education module that participants can take to fulfill their nutrition education requirement before receiving their next set of benefits.

2.2.1.2.10 Data Warehouse

A data warehouse (DWH) collapses multi-dimensional participant attributes into a single snapshot of metrics per participant at month-end. The DWH supports ad-hoc analysis and data mining for the following common inquiries:

- Enrollment / Participation
- Income / Adjunct Eligibility
- Breastfeeding
- Fruit / Vegetable Vouchers (issued / redeemed)

The DWH design supports analysis on trends of these statistics over time, as well as relationships between dimensions (such as correlation to risk) or relationships between metrics (such as correlation to height-weight (body mass index). The DWH resides in a separate schema on the WOW database servers and is accessible to limited users (currently around 10 users).

2.2.1.2.11 SharePoint Site (Version 2010)

A SharePoint 2010 site is utilized by designated Maryland, US Virgin Islands and Delaware WOW users. The site contains a common area for all states to manage the following:

- WOW system documents
- WOW schedules and timelines for upcoming releases
- Change ideas and problem tracking system
- User documentation
- Announcements
- Contact information
- User group agenda and minutes.

In addition, the site has state specific areas for documents and instructions specific to each state.

2.2.1.3 WOW Architecture

The Maryland, Delaware and US Virgin Islands WOW is based around a centralized Oracle 12g database running on an Oracle Database Appliance (Linux) on Dell R730 servers connected to QNAP NAS for storage. There are four major components that access the WOW database: the front-end, the back-end, the end-of-day process, and the external interfaces.

2.2.1.3.1 The Front-End

The front-end refers to the Clinic, Administration, Training and External Vendor and Client portals containing the screens and reports that are used in the WIC clinics and local agencies. 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, or Data Warehouse used only at the state offices.

The front-end screens are developed and maintained using Microsoft Visual Basic.NET and JavaScript with additional 3rd party components (e.g. Infragistics Grid). The front-end operates on an n-tier architecture. The client tier currently supports Internet Explorer version 11, Microsoft Edge, Google Chrome, and Mozilla Firefox running on desktop and laptop computers using Microsoft Windows 7 or 10. The front-end uses Secure Socket Layer (SSL) protocol via HTTPS over telecommunications lines (T-1, DSL, cable modems, and fiber) to connect to the web server. The web server employs Barracuda WAF Web Accelerators to improve network performance. The web server communicates with the WOW system through firewalls to application and business servers running Microsoft.NET components and Oracle 12g database servers. All applications are highly available.

2.2.1.3.2 The Back-End

The back-end refers to the screens, reports and processes that are used at the state WIC offices, 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.

2.2.1.3.3 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, and handles the interface with the EBT processor.

2.2.1.3.4 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 in **Section 2.2.1.3.6** lists the WOW interface requirements. The most critical of the external interfaces is with the EBT processors to send and receive information about food benefits and redemption amounts.

2.2.1.3.5 Operating Environment

WOW is a web-based application running on a centralized database housed at TierPoint Baltimore, 1401 Russell Street, Baltimore, MD 21230. The system configuration is separated into three tiers: database, application and client.

2.2.1.3.6 WOW System Components, Hardware, and Software

2.2.1.3.6.1 WOW PRODUCTION SYSTEM (MDH Production facility)

Database Tier – Maryland, Delaware and US Virgin Islands

Component	Hardware	Software
Database	<ul style="list-style-type: none"> Oracle ODA X-5 	Oracle Linux Oracle 12g
NAS	<ul style="list-style-type: none"> QNAP NAS 	

Application - Presentation Tier – Maryland, Delaware and US Virgin Island

Component	Hardware	Software
(4) Application Servers App 1 App 2 App 3 App 4	Dell R830, VMs	Microsoft Windows Server 2012 Data Center Edition
(2) Web Accelerator	Barracuda WAF	

Business Logic Tier – Maryland, Delaware and US Virgin Island

Component	Hardware	Software
(4) Business Servers BIZ 1 BIZ 2 BIZ 3 BIZ 4	Dell R730, VMs	Microsoft Windows Server 2012 DataCenter Edition
(1) Report Servers	Oracle VM	Oracle Linux
(2) Domain Controllers WOWDC1 WOWDC2	HP DL380 G3 Servers	Microsoft Windows Server 2012 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
Report Printers	Source Tech ST9130 printer	

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

2.2.1.3.6.2 WOW TEST / TRAINING SYSTEM

Maryland and Virgin Islands

System	Hardware	Software
TRAINING	1 HP DL380 G3 Servers	Microsoft Windows Server 2003
WOWTestDB	<ul style="list-style-type: none"> Oracle ODA X-5 (on backup machine) 	Oracle Linux Oracle 12g
TestReport	Oracle VM (same as backup)	Oracle Linux

2.2.1.3.6.3 WOW DEVELOPMENT SYSTEM

System	Hardware	Software
DevDB	Oracle ODA X-4	Oracle Linux Oracle 12g
TESTAPP	Dell R730, VMs	Microsoft Windows Server 2012 Data Center Edition

2.2.1.3.6.4 WOW BACKUP SYSTEM

Combined Maryland and US Virgin Island

System	Hardware	Software
Hot Backup System – TCC	1 ODA X-5 - Database 1 HP ProLiant 360e - DC	Linux Windows Server 2008 Enterprise
WOWStandby1	1 HP ProLiant DL380 – App 1 HP ProLiant DL380 – Biz 1 Oracle VM – Report Server 1 Barracuda WAF	Windows Server 2008 Enterprise Windows Server 2008 Enterprise Oracle Linux

2.2.1.3.6.5 INTERFACES

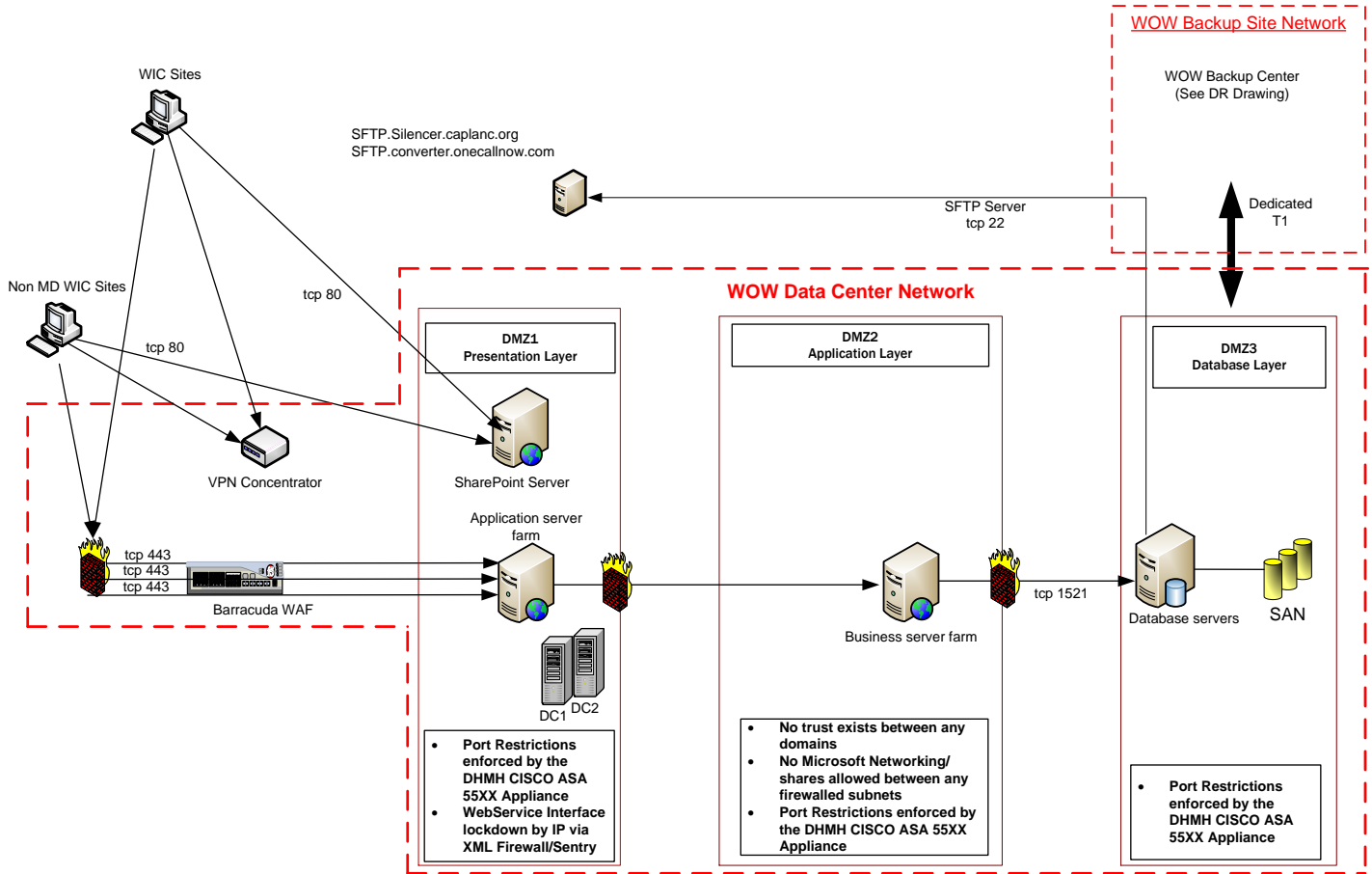
Maryland, Delaware and US Virgin Islands

Line	Agency	WIC WOW Sends	WIC WOW Receives
1	EBT Processors (currently CDP for DE, and Solutran for Maryland and US Virgin Islands)	Real-time interface for food benefit issuance via web service	Food benefit redemption information nightly via batch file. (transmission method)
2	Abbott Nutritionals, Mead Johnson, Nestle	Rebate data file with information about infant formula rebates (monthly via secure FTP)	n/a
3	Community Action Partnership (CAP) of Lancaster County	Special formula orders to be sent to participants and clinics (two times per day, once in the morning and once in the afternoon)	Daily file showing what was shipped and payment requested for previous day (daily via secure FTP)
4	Delaware Immunizations Program (DelVax System)	WIC participant enrollment data (daily via secure FTP)	Immunization status for WIC participants (real-time via HL7)

			web service provided by the DelVax system)
5	Delaware Master Client Index (MCI), facilitates coordination of services to DE residents across Human Service Programs	WIC participant demographic information (real-time via SOAP web services provided by MCI System)	Participant demographic information (real-time via SOAP web services provided by MCI System)
6	Delaware Lead Tracking System	n/a	Lead screening information on WIC participants (weekly via secure FTP)
7	US Virgin Islands On-line Nutrition Education	n/a	Verification of completion of on-line nutrition education courses (real-time via secure FTP site)
8	MARO/USDA/FNS	Various reports (via hardcopy); biennial Participant Characteristics data file, annual The Integrity Profile (TIP) file.	n/a
9	Appointment Reminder System Contractors (MD & DE-One Call Now)	Participants appointment information (daily via secure FTP)	n/a
10	MD DHMH / GIS	Subsets of data for geocoding as needed	n/a
11	WIC Programs in Other States (Sent to Pennsylvania WIC)	Caseload data for dual participant identification (in XML format via FTP)	Caseload data for dual participant identification (in PDF format via FTP)
12	MD MDH/APL	Daily APL changes for MD/VI & DE WIC (in XML format via FTP) to Solutran & CDP	Daily APL changes for MD WIC (in XML format via FTP) from mdwic.org

2.2.1.3.6.6 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 Oracle12g database running an Oracle ODA-X5.

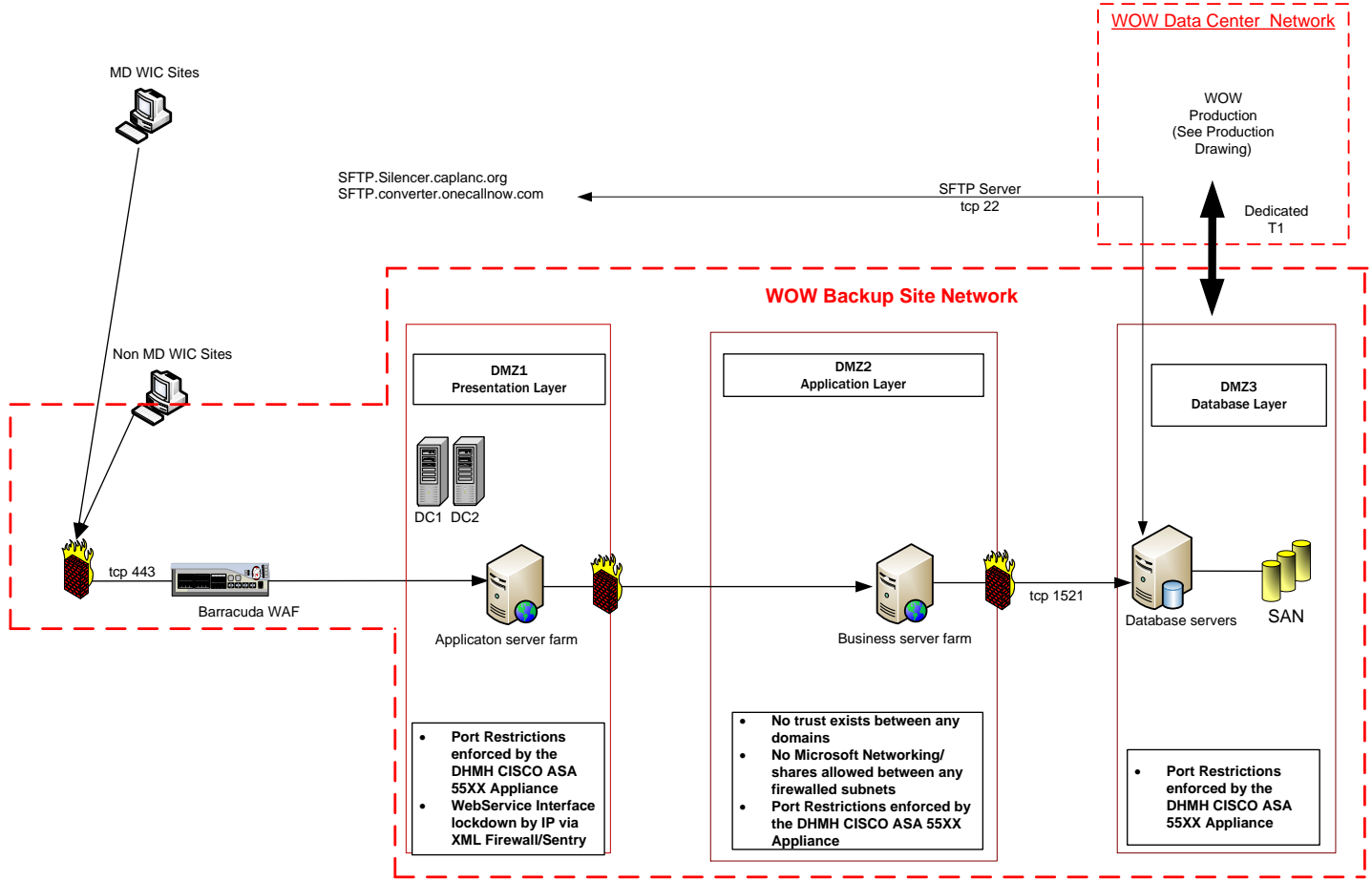


2.2.1.3.6.7 WOW Backup Network Diagram

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 backup facility is connected to the MDH Production facility by use of a T1 connection supplied by and paid for by the WIC Program. The backup facility supports the Maryland, Delaware and Virgin Islands WOW Systems.

In addition to the hot backup facility, two stand-alone backup 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 MDH Production facility by use of a T1 connection supplied by and paid for by the WIC Program.

A diagram of the WOW backup solutions is shown below.



Drawing Name: WOW architecture DR	
File Name: VisioDocument	Revision Date:
Page: 1 of 3	Revision Engineer:
File Location:	

2.2.2 State Staff and Roles

In addition to the TO Procurement Officer and TO Manager, the State will have the following staff working on the project:

A. State Project Manager

- 1) The State will provide a State Project Manager who will be responsible for assisting with coordination and direction for design and implementation activities.
- 2) The State Project Manager will provide the following:
 - a) Lead the Executive Change Committee that guides the changes and updates to the WOW MIS.
 - b) Assist with acceptance testing of WOW MIS updates and changes.
 - c) Coordinate efforts related to acceptance and regression testing.
 - d) Review daily and quarterly reports.

B. Other State Furnished Roles: Other State Agency finance, nutrition, and vendor staff will assist requirements gathering and system testing, as needed.

2.2.3 Other State Responsibilities

- A. The State will provide MDH building space and reasonably necessary equipment for three (3) staff for TO Contractor performance under this Task Order. Any special requirements (e.g., reprographic services, computer time, and key data entry) shall be identified.
- B. The State is responsible for providing required information, data, documentation and test data to facilitate the TO Contractor's performance of the work and will provide such additional assistance and services as is specifically set forth.

2.3 Responsibilities and Tasks

2.3.1 Federal Policies and Reporting Procedures

2.3.1.1 The TO Contractor shall be familiar with federal rules, regulations policies and standards that govern the WIC program, using that knowledge to assist in researching and recommending system modifications.

- A. Current and future WIC EBT policies, practices and standards as they relate to WIC information system requirements: (<https://www.fns.usda.gov/apd/wic-ebt-document-library>)
- B. WIC EBT Operating Rules & Technical Implementation Guide: (<https://www.fns.usda.gov/wic/wic-electronic-benefits-transfer-ebt-guidance>)

2.3.1.2 The TO Contractor shall use WIC policy and standards knowledge to provide system modifications that adhere to the rules, regulations, policies and standards set forth in the following:

2.3.1.2.1 USDA's Functional Requirements Document for a Model WIC System with EBT (FReD) (<https://www.fns.usda.gov/apd/wic-document-library>), including functional requirements for the following major WIC system functions:

- a) Certification
- b) Nutrition Education, Health Surveillance and Referrals
- c) Food Benefit Issuance
- d) Food Benefit Redemption, Settlement and Reconciliation
- e) Financial Management
- f) Caseload Management
- g) Operations Management
- h) Vendor Management
- i) Scheduling
- j) System Administration
- k) Reporting

2.3.1.2.2 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: [eCFR - Code of Federal Regulations](#).

2.3.1.3 Financial computations and federally mandated reports, including:

- a) FNS-798, WIC Financial Management and Participation Report (OMB

No. 0584-0045);

- b) NS0798A, Addendum to WIC Financial Management and Participation Report – NSA Expenditures (OMB No. 0584-0045).

2.3.2 WIC System Interfaces and Standard Reports

The TO Contractor shall support the following WIC System interfaces and standard reports:

- A. USDA Participant Characteristic and The Integrity Profile (TIP) Studies data
- B. Nightly FTP interface and import/export of files with the EBT processors
- C. Multi-state Dual Participation web interface
- D. Automated appointment reminder calling systems
- E. Automated internal state data sharing systems (Delaware DelVax, MCI and Lead Systems)
- F. Rebate data files with authorized Contractors

2.3.3 State WIC Local Agency Policies and Procedures

In addition to the federal policies and procedures referenced above in sections, the Maryland, US Virgin Islands and Delaware WIC Programs each have their own set of policies and procedures that local agencies are required to follow in the provision of services to WIC participants, including guidance for participant certifications, vendor authorizations, and reporting. A copy of these policies and procedures will be available for review upon request.

The TO Contractor shall be 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.

2.3.4 Work Place Policies, Procedures and Coverage

TO Contractor Personnel shall be responsible for becoming familiar with and following the same employee policies and procedures as are required by the Maryland, US Virgin Islands and Delaware WIC Programs. The policies shall include but not be limited to the following Maryland Department of Health policies:

- A. Sexual Harassment (01.02.02)
- B. HIPPA Individual Rights (01.03.05)
- C. HIPPA Privacy Administrative Requirements (01.03.06)
- D. Employee Information Technology Security (02.01.01)
- E. Software Copyright (02.01.02)
- F. Information Technology Acquisition & Utilization (02.01.03)
- G. Information Assurance Policy (IAP) (02.01.06)
- H. AWOL Policy (02.09.01)
- I. Maryland WIC Program Office Policies

2.3.4.1 The TO Contractor is responsible for ensuring that all monitoring, maintenance, support and other activities continue uninterrupted when the assigned TO Contractor Personnel are unavailable.

2.3.4.2 The TO Contractor Personnel at MDH shall report to the TO Manager or designee and will be assigned tasks and participate in WIC IT meetings.

2.3.4.3 Copies of the policies and procedures referenced above are available for review at any time upon request. System maintenance procedure documentation is available for Master Contractors to review at the MDH facility by appointment.

2.3.5 Use of State Hardware, Software, Materials, and Facilities

2.3.5.1 The TO Contractor shall be responsible for providing all services and other support necessary to complete the identified work. The State shall provide use and access to hardware, software, materials and meeting facilities as identified in this section.

2.3.5.2 The TO Contractor shall host the State's equipment (except the hot backup equipment) at TierPoint Baltimore, 1401 Russell Street, Baltimore, MD 21230 (or future site to be determined at a later date) and is only accessible to staff authorized by the Maryland WIC Program.

2.3.5.3 The TO Contractor shall perform system administration and managed services on the State-furnished software, hardware, and environments, including the current primary location at TierPoint Baltimore, 1401 Russell Street, Baltimore, MD 21230, until the successful transfer of hosting responsibilities to the TO Contractor's site(s), including the hot backup equipment.

2.3.5.4 The TO Contractor shall allow only such TO Contractor Personnel, authorized by Maryland WIC, to access the WIC system.

2.3.5.5 At the MDH building at 201 West Preston Street, Baltimore, MD or at another location designated by MDH, a reasonable level of the following items will be provided to the TO Contractor Personnel:

- A. Office space;
- B. Meeting facilities for project related deliverables;
- C. Office furniture (desk and chair);
- D. Office supplies
- E. Use of telephone and fax equipment;
- F. Access to/use of photocopier(s) and printer(s);
- G. Access to/use of personal computer with e-mail and internet services;
- H. Network user logons, e-mail accounts, network share drive access, and VPN tokens for remote network access are available; and
- I. Employee Identification Cards allowing access to 201 West Preston Street.
- J. Security and Confidentiality of Data

2.3.5.6 WIC information systems contain confidential data for individuals on the WIC Program. The TO Contractor and TO Contractor Personnel shall not disseminate the information. The TO Contractor shall destroy all softcopy and hardcopy records in a method agreed to with the TO Manager prior to disposal. All TO Contractor Personnel assigned to work on WOW and related systems shall have submitted to the TO Manager a signed Confidentiality Agreement prior to starting work. The TO Contractor shall comply with the policies and standards which include the following:

- 2.3.5.6.1 The TO Contractor shall adhere to Delaware's Department of Technology and Information (DTI) and Delaware Health and Social Services (DHSS) standards for system security. WIC data in the State of Delaware is classified as Secret. This is defined as information that, if divulged, could compromise or endanger the people or assets of the State, such as Public Safety Information. Additionally, this is data that is specifically protected by law (e.g., HIPAA). This requires the data to be:

- a) Encrypted on media leaving the State of Delaware's Infrastructure and when crossing any network, (the State of Delaware standard for encryption is AES);
- b) Auditable at the transaction level by unique user ID; and
- c) In compliance with authN/authZ

2.3.6 USDA Sovereign Authority

- 2.3.6.1 The USDA shall be granted access to all system design, development, implementation, operations, and to pertinent cost records of TO Contractor and subcontractors as USDA considers necessary.
- 2.3.6.2 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.

2.3.7 Hardware Monitoring, Maintenance and Upgrades

- 2.3.7.1 The TO Contractor shall assume full responsibility for all monitoring, maintenance and upgrade tasks on or before December 31, 2018, at the State's direction (the incumbent provider shall continue these tasks until the end of its current contract).
- 2.3.7.2 The TO Contractor shall stand-up and maintain a fully functioning Production System Facility, per 2.2.1 and 2.3.12, on a recurring basis to ensure that the production environment is fully functional and performing as specified. These tasks are also applicable to the non-production systems, but can be performed less frequently, subject to approval of the TO Manager.
- 2.3.7.3 The TO Contractor shall perform all activities in accordance with documented procedures established by MDH.
- 2.3.7.4 Verify End of Day Process
 - 2.3.7.4.1 TO Contractor shall perform daily End of Day verification Sunday through Friday and report the status to the TO Manager by the following morning at 9:00 AM ET, Monday through Saturday.
 - 2.3.7.4.2 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 WIC EBT Processors and processed correctly; and that all aspects of the End of Day process completed successfully.
 - 2.3.7.4.3 The TO Contractor shall notify the 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.
 - 2.3.7.4.4 The TO Contractor shall execute corrections to End of Day issues based on the TO Manager's decisions.
- 2.3.7.5 Daily Review of System Logs
 - 2.3.7.5.1 The TO Contractor shall review all applicable logs by 9:00 AM ET each day, Monday through Saturday, to seek out potential problem situations.
 - 2.3.7.5.2 The TO Contractor shall inform the TO Manager, in writing, of the results of the system review, including a non-technical summary of overall systems' statuses and issues identified.

- 2.3.7.5.3 The TO Contractor shall recommend corrective action for any problems encountered and shall execute corrections based on the TO Manager's decisions.
- 2.3.7.5.4 The TO Contractor shall review all logs, including:
 - d) Server event logs
 - e) Oracle database logs
 - f) Backup logs
 - g) IIS and related telecommunication logs
 - h) End of Day (EoD) logs
- 2.3.7.6 Daily Backup of Systems
 - 2.3.7.6.1 The TO Contractor shall perform and verify a backup of the system on a daily basis, Monday through Saturday during non-business hours, to the storage media approved by the TO Manager, which is currently a high capacity tape or similar storage. Business hours are defined as 7:00 AM ET to 7:00 PM ET.
 - 2.3.7.6.2 The TO Contractor shall inform the TO Manager of the status of the backup process on a daily basis, Monday – Saturday.
 - 2.3.7.6.3 The TO Contractor shall use the Grandfather-Father-Son backup scheme for the backup of the Production system.
 - 2.3.7.6.4 The TO Contractor shall ensure backup tapes are performed for daily, weekly and monthly cycles.
 - 2.3.7.6.5 The TO Contractor shall perform periodic tests of file restoration to ensure the data and system can be successfully restored from backup media.
 - 2.3.7.6.6 The TO Contractor shall store all backup tapes at a secure, disaster resistant facility provided by the TO Contractor, greater than 30 miles distance from the facility that houses the servers, which is currently at the TierPoint Baltimore, 1401 Russell Street, Baltimore, MD 21230.
 - 2.3.7.6.7 The TO Contractor shall identify and resolve any and all problems associated with the backup process
 - 2.3.7.6.8 The TO Contractor shall maintain a log of all problems with the date and time reported, an estimated priority (critical to low), resolution, and resolution date.
 - 2.3.7.6.9 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 TO Manager.
 - 2.3.7.6.10 The TO Contractor shall notify the TO Manager at least thirty (30) calendar days in advance when replacement media needs to be ordered to replace aging or failing media.
 - 2.3.7.6.11 The TO Contractor shall also backup the non-production systems (e.g. Development, Test/Training System) as set forth in **Section 2.2.1.3.6**.
 - 2.3.7.6.12 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 TO Manager.
- 2.3.7.7 Quarterly Scheduled Inspection and Prevention Maintenance
 - 2.3.7.7.1 The TO Contractor shall schedule quarterly inspection and preventative maintenance of the system as approved by the TO Manager.
 - 2.3.7.7.2 The TO Contractor shall schedule quarterly inspections to take place (on a Sunday and/or

holiday) so as not to disrupt normal operations, as designated by the TO Manager.

2.3.7.7.3 The TO Contractor shall test and verify the reliable operation of all aspects of the system (e.g. check printing) following preventative maintenance activities.

2.3.7.8 Quarterly System Maintenance

2.3.7.8.1 The TO Contractor shall perform ongoing monitoring of all system components including the operating systems, third-party components, Oracle database, and all related components and assess the need for version upgrades.

2.3.7.8.2 The TO Contractor shall perform an in-depth analysis and probe of all system components as requested by the TO Manager, particularly the database integrity and system performance.

2.3.7.8.3 The TO Contractor shall present the TO Manager with a report of Recommended Maintenance Activities, at least two (2) weeks in advance of the quarterly system maintenance window.

- a) The Recommend Maintenance Activities report shall include a list of all installed software versions along with their currently available versions, and include a recommendation whether to upgrade older versions to current versions.
- b) The TO Contractor shall consider the ramifications of applying disruptive upgrades and weigh risk against benefit when recommending upgrades.
- c) The Recommend Maintenance Activities report shall include a list of any other tasks to be performed during the quarterly system maintenance window.

2.3.7.8.4 The TO Contractor shall perform upgrades approved by the TO Manager during four pre-defined weekends per year (i.e., quarterly system maintenance windows), and ensure the upgrades work properly and do not disrupt the operational status of the system. Clinics are not operational during the maintenance windows.

2.3.7.8.5 The TO Contractor shall perform a special system backup prior to beginning the upgrade.

2.3.7.8.6 The TO Contractor shall perform testing and verification of disaster recovery procedures as part of the inspection, as defined throughout this document.

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

2.3.7.9 Documentation and Training

2.3.7.9.1 The TO Contractor will be given electronic copies of all available system documentation within 10 calendar days of Notice to Proceed (NTP).

2.3.7.9.2 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:

- a) User Manuals
- b) System Design Documentation
- c) Disaster Recovery Plan
- d) Maintenance Plan

- e) Configuration Management Plan
- f) Contingency Plan
- g) Coding Standards

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

2.3.8 Troubleshooting and Problem Resolution

- 2.3.8.1 The TO Contractor shall assume full responsibility for all troubleshooting and problem resolution tasks within sixty (60) calendar days of NTP Date, taking over responsibility from the incumbent provider.
- 2.3.8.2 The TO Contractor shall work as a level one (1) and two (2) help desk to field calls from the local agencies and state staff on WOW issues.
- 2.3.8.3 The TO Contractor shall provide technical staff to respond to questions and problems.
- 2.3.8.4 The TO Contractor shall respond to all problem requests and provide an estimated approach and timeline to resolve the reported issue.
- 2.3.8.5 The TO Contractor shall perform all system troubleshooting activities including the diagnosis and resolution of problems including but not limited to as server failure, End of Day process failure, database problems and telecommunication problems.
- 2.3.8.6 The TO Contractor shall maintain a log of all problems with the date and time reported, an estimated priority (critical to low) and resolution.
- 2.3.8.7 The TO Contractor shall address problem resolution in accordance with problem request priority as determined by the TO Manager; e.g. critical problems shall be addressed immediately with frequent updates to the TO Manager on progress made.
- 2.3.8.8 The TO Contractor shall respond to all problem requests within 15 minutes of receipt of urgent requests during normal WIC business hours, or within four (4) hours of receipt of request after WIC business hours.

2.3.9 Software Modification and Upgrades

The TO Contractor shall assume full responsibility for all software modification and Upgrade tasks within 60 calendar days of NTP Date. The TO Contractor shall perform all software modifications and Upgrades using the software listed in **Section 2.2.1.3**, or as may otherwise be required by the TO Manager.

- 2.3.9.1 Develop and Test Software Changes
 - 2.3.9.1.1 The TO Contractor shall develop and test software changes based on change requests approved by the TO Manager. All software changes shall comply with development standards as defined in the MDH Coding Standards document.
 - 2.3.9.1.2 The TO Contractor, in conjunction with the State, shall implement and follow a code review process to ensure adherence to MDH and industry best practice standards.
 - 2.3.9.1.3 The TO Contractor shall perform alpha testing of all changes prior to providing the TO Manager with a beta release for State acceptance testing. Beta testing may include testing by Delaware and USVI WIC staff.
 - 2.3.9.1.4 The TO Contractor shall use the State-provided Cenzic Hailstorm to assess the security of the web application and manage security risk throughout the software development lifecycle.

- 2.3.9.1.5 The TO Contractor shall support State and/or local agency testing of changes by providing related training, documentation, debugging, analysis and fixes as required.
- 2.3.9.2 Maintain and Manage a Software Version Control System
 - 2.3.9.2.1 The TO Contractor shall ensure that all system changes are tracked and integrated into the correct version for implementation and shall clearly identify version numbers for all WOW modules as set forth in **Section 2.2.1**, and indicate what changes are applicable to each system.
 - 2.3.9.2.2 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.
 - 2.3.9.2.3 The TO Contractor shall provide and maintain the version control software and change tracking system.
 - 2.3.9.2.4 The TO Contractor shall integrate State development staff into development activities and shall allow system changes to be made by State programmers as well as TO Contractor Personnel.
 - 2.3.9.2.5 The TO Contractor shall provide on-the-job training and guidance for State programmers working on assigned change requests.
- 2.3.9.3 Plan, Coordinate, Implement and Support Software Releases
 - 2.3.9.3.1 The TO Contractor shall coordinate the implementation of approved software releases (a release being one set of tested and approved changes verified by the TO Manager) to designated systems.
 - 2.3.9.3.2 The TO Contractor shall install new releases during non-regular business hours and verify the reliable operation of the system following the implementation.
 - 2.3.9.3.3 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 including updates, fixes to module screens and other related tasks.
 - 2.3.9.3.4 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 TO Manager approves the reversion to the previous working state.
 - 2.3.9.3.5 The TO Contractor shall be responsible for documenting and communicating software changes to affected users (e.g., clinic staff, vendor staff, financial staff).
 - 2.3.9.3.6 The TO Contractor shall apply all updates and releases to all systems set forth in **Section 2.2.1.3.6** and ensure their reliable operation.
- 2.3.9.4 Update System Documentation
 - 2.3.9.4.1 The TO Contractor shall update all system documentation to reflect the changes made to the system as changes occur. System Documentation (see Appendix 1) 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 TO Manager.
 - 2.3.9.4.2 The TO Contractor shall verify that all documentation is up to date in the Post Quarterly Maintenance Report. For the Post Quarterly Maintenance Report, the TO Contractor shall:
 - a) Update all System Documentation and 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.

- b) Document the performance of 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.

2.3.9.5 Participate in WOW User Group

The TO Contractor shall participate in quarterly WOW User Group meetings to assess the impact of proposed changes, provide technical guidance to users, report and recommend changes to third party software including required Upgrades and known deficiencies, and assist the user group in development of upcoming release schedules.

In addition to the collaboration with Delaware and the US Virgin Islands, the WOW system has been transferred and implemented in Michigan, Florida and South Dakota, Connecticut, New York, Iowa, and ten (10) Native American Nations. Although modifications have been made that are specific to each state, the USDA encourages coordination among states using the same common baseline system. The TO Contractor shall work with the Maryland, Delaware and USVI User Group and other states using a version of WOW to share ideas and coordinate system enhancements.

2.3.10 System Enhancements and Work Orders

2.3.10.1 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 few 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 2.3.14**.

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 normally informs the WIC Programs of award approval and funding amounts by November/December. The funds designated for the project shall 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 with funding generally available by February and a completion date by September – an approximate 7-month timeframe.

Previous system enhancements that have been made to the WOW system include:

- 1) Transfer and hosting solution for the US Virgin Islands WIC Program
- 2) Transfer and hosting solution for the Delaware WIC Program
- 3) Creation of the Maryland Vendor Portal (CART System)
- 4) Creation of the Delaware Vendor Portal (Vendor Assistant)
- 5) Creation of the Delaware Client Portal (myWIC)
- 6) Automated ordering system through the Community Action Partnership (CAP) of Lancaster County Interface
- 7) Establishment of a Data Warehouse for ad hoc reporting and data analysis
- 8) Migration of the production system from MDH to an off-site data center

2.3.10.2 Future System Enhancements

Anticipated Future System Enhancements will be handled with either a Work Order or a change order process, as appropriate, and could possibly include any of the items described in following sub-paragraphs.

2.3.10.2.1 Transfer and Hosting of WOW for Other States

Maryland WIC has been approached by other states to consider allowing the States to host their own version of the Maryland WOW system. A WOW system transfer and hosting solution may be a future system enhancement that could include the following requirements:

- a) Provision of hardware and software necessary to install a new State agency in the Maryland WOW hosted environment; a system capacity study; transition support; installation; telecommunications; and coordination/cooperation with other State Agency Contractors for implementation.
- b) Activities in support of the implementation of a new State Agency in the Maryland WOW environment could include: a detailed State Agency implementation project plan; purchase of additional equipment or capacity where necessary to support installation of the new State Agency in production, disaster recovery and testing environments; working with the other State Agency's existing Contractors and/or potentially new Contractors to facilitate the transfer/host relationship that may include a PM, Quality Assurance Contractor, and any ongoing maintenance and support Contractors to be provided on-site by the other State Agency. Support of data conversion; integration, user acceptance, and pilot testing; provision of all core services under this maintenance and support contract; and provision of production, disaster recovery and testing environments.
- c) A list of WOW system transfer deliverables may include:
 - a. Task 1: Project Initiation
 - i. Project Status Reports – Monthly
 - ii. Project Status Meetings – Biweekly
 - iii. Delivery Acceptance Plan
 - iv. Issue Management Plan
 - v. Change Control Management Plan
 - vi. Work Plan and Schedule
 - vii. Disaster Recovery Plan
 - viii. System Security Plan
 - ix. Training Plan
 - b. Task 2: Analysis
 - i. Joint Application Design (JAD) Sessions to Determine System Modification
 - ii. Detailed Functional Design Document for Application Modifications
 - c. Task 3: Design/Development
 - i. Application Interface Requirements

- ii. Data Conversion
 - iii. Design
 - iv. Table Values
 - v. Dropdown Values
 - vi. Risk Factors
 - vii. Food Packages
 - viii. System Modifications
- d. Task 4: Testing
- i. System Testing
 - ii. User Acceptance Testing
- e. Task 5: Implementation
- i. System Pilot
 - ii. User Manual
 - iii. User Training
 - iv. Rollout

2.3.10.2.2 Integration and/or interfaces to other health or designated programs for data sharing, eligibility determination, and automated referral and follow-up.

2.3.10.2.3 Changes in EBT file transfers with WOW.

The Maryland, US Virgin Islands and Delaware WIC Programs have secured WIC EBT processors to provide food benefits through the use of a magnetic stripe benefit card. The changes have been incorporated into the WOW system to fulfill the requirements of the EBT processors. Shall the EBT processor procured by Maryland, the USVI, and Delaware have system integration requirements that vary from those currently in use, although this is highly unlikely, the required changes could result in a system enhancement work order.

2.3.10.2.4 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 future enhancements for the WOW system.

2.3.10.2.5 System enhancements required by changes in the needs of users or participants.

There are 350 daily users of 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.

2.3.10.2.6 Transferable MD-WOW Software Package

The TO Contractor shall develop and provide MD WIC with a transferable MD-WOW software package that can be shared with other State WIC agencies and FNS/USDA at the request of, and as approved by the TO Manager. The software package must include all components necessary for the transferred software to be successfully acquired and implemented including:

- Source code
- Executable code

- Required system documents

The transfer of the MD WOW software package from MD WIC to another State WIC agency shall not be construed as an agreement for additional services between the TO Contractor and the receiving State WIC agency.

2.3.10.3 Maintenance and Support of System Enhancements

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

2.3.11 Production System Facility

- 2.3.11.1 The TO Contractor shall stand-up a fully functioning Production System Facility to house and provide network connectivity for all equipment and interfaces detailed in **Section 2.2.1.3.6**. The Production System Facility must be fully functioning by completion of the outgoing provider transition, described more in **Section 3.1**.
- 2.3.11.2 The TO Contractor shall set-up the Production System Facility to meet or exceed the security elements included in the current Network Diagram (**Section 2.2.1.3.6**). The current facility, TierPoint Baltimore, is a vendor-leased space in the Baltimore area.
- 2.3.11.3 The TO Contractor may negotiate its own lease with this facility or propose a new facility.

2.3.12 Facility Requirements

The Production System Facility shall meet or exceed the services provided by TierPoint Baltimore which include, but are not limited to:

- a) Monitoring 24 hours a day, 7 days a week, 365 days a year;
- b) Access restricted system to authorized personnel and employees;
- c) Cabinet and cage access controlled by combination dial system;
- d) Alarm & fire detection with automatic notification of officials;
- e) Participants shall have 24x7x365 access to the facility;
- f) Fire protection system;
- g) Water detection system;
- h) Redundant electrical design and distribution;
- i) Automatic switching from primary to back up power supply in the case of a power outage;
- j) Back-up generator with capacity to power equipment and servers for up to 48 hours;
- k) Redundant, HVAC units; and
- l) Environment control system for constant thermostat & humidity temperatures

2.3.12.1 Service Levels

2.3.12.1.1 Network Availability:

TO Contractor shall provide (network services) 24 hours per day, 7 days per week, 365 days per year with at least 99.95% availability measured over a calendar month,

including any time during the month allocated for unscheduled or unplanned maintenance.

2.3.12.1.2 Infrastructure:

TO Contractor’s facility shall provide UPSs, HVAC and cabling (extended DEMARC into cabinet), available 24 hours per day, 7 days per week, 365 days per year with at least 99.95% uptime measured over a calendar month, including any time during the month.

2.3.12.1.3 Emergency Response:

TO Contractor shall provide qualified personnel to respond to urgent requests by telephone or through the use of email within 15 minutes of the receipt of a communication describing the nature of the emergency. Emergency response is defined as not being able to access the system or unable to issue benefits from the system.

2.3.12.1.4 Unscheduled Outages:

To Contractor shall notify the State of any unscheduled outages within 15 minutes of detection of such outage. Such notification shall be verbal followed immediately by email notification. Such notification shall include a description of the customer impact, the estimated customer base affected, and the expected duration of the outage. In addition, TO Contractor shall immediately notify the State when Service has been restored.

2.3.12.2 WIC Requirements

The TO Contractor shall provide a Production System Facility that meets the specifications below:

2.3.12.2.1 Minimum Electrical/Bandwidth Usage with:

- a) 16 amps of 208 volts
- b) 24 amps of 208 volts
- c) 100 Mbps data transfer requirements

2.3.12.3 Current TierPoint Baltimore Equipment and Capacities include:

- a) 42U Cabinet w/ A&A 30A/208V circuits – 10k W usable
- K. 42U Cabinet w/ A&B 20A/208V circuits – 3.3k W usable
- L. 20 Mbps of Blended Bandwidth burstable to 100 Mbps
- M. 2 – 16-outlet power strips, each with an internal circuit breaker, for every installed AC circuit.
- N. AC power systems capable of delivering both 120V (in 20 or 30 amps) and 208V (in 20 or 40 amps) service.
- O. Cabinet & cage access controlled by combination dial type or key system for security

Table 1: TBD

Qty	Description	Type
1	42U Cabinet w/ A&B 30A/208V circuits 10 kW usable	Cabinet w/ Power

Qty	Description	Type
	Combination-locks Vented front & back doors Free standing	
1	42U Cabinet w/ A&B 20A/208V circuits 3.3 K W usable Combination-locks Vented front & back doors Free standing	Cabinet w/ Power
1	Crash cart and components w/power	Cart
20	Mbps of TierPoint Baltimore Blended burstable Bandwidth to 100	Connectivity
2.16	16-outlet power strips, each with an internal circuit breaker, for every installed AC circuit	Power
N/A	AC power systems capable of delivering both 120V (in 20 or 30 amps) and 208V (in 20 or 40 amps) service	Power
N/A	Cabinet & cage access controlled by combination dial type or key system for security	Security
20	External IP addresses	IP assigned

2.3.13 Warranty

- 2.3.13.1 The TO Contractor shall warrant that it will satisfy all its obligations under the TO Agreement using care, skill and diligence in the performance of such obligations.
- 2.3.13.2 The TO Contractor shall warrant that all hardware and software installation, code, programs, and procedures delivered, installed, and implemented by the TO Contractor shall perform as required in accordance with the Task Order Agreement.
- 2.3.13.3 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 State, for a period of ninety (90) calendar days from implementation of a system modification.
- 2.3.13.4 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.

2.3.14 TO Contractor-Supplied Hardware, Software, and Materials

- A. The following list reflects items that the TO Contractor shall be responsible for providing for its own use for the duration of the TO Agreement:
 - 1) Workspace and facilities for TO Contractor Personnel other than for those assigned to work at the MDH building at 201 West Preston Street.
 - 2) Personal computers for TO Contractor Personnel other than for those assigned to work at the MDH building at 201 West Preston Street.
 - 3) Software licenses for development software, 3rd party development tools, and related software.
 - 4) Any hardware, software or materials procured for the TO Contractor Personnel to complete their tasks is not billable under this TORFP.
- B. The TO Contractor may need to procure hardware, software and materials on behalf of the State. If the TO Contractor is required to procure these items as a result of software enhancements, the cost shall be invoiced with no mark-up by the TO Contractor.
- C. Any hardware, software or materials procured by the TO Contractor on behalf of the State requires prior written approval from the TO Manager.
- D. The TO Contractor must register all such licenses to the State, and evidence of turning it over to the State must be provided at acceptance of the implementation.

2.3.15 Required Project Policies, Guidelines and Methodologies

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

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

- A. The State of Maryland System Development Life Cycle (SDLC) methodology at: www.DoIT.maryland.gov - keyword: SDLC;
- B. The State of Maryland Information Technology Security Policy and Standards at: www.DoIT.maryland.gov - keyword: Security Policy;
- C. The State of Maryland Information Technology Non-Visual Standards at: <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>;
- D. The State of Maryland Information Technology Project Oversight at: www.DoIT.maryland.gov - keyword: IT Project Oversight;
- E. The TO Contractor shall follow project management methodologies consistent with the most recent edition of the Project Management Institute's *Project Management Body of Knowledge Guide*; and
- F. TO Contractor Personnel shall follow a consistent methodology for all Task Order activities.

2.3.16 Product Requirements

- A. No international for State Data: As described in **Section 3.7 Security Requirements**, Offerors are advised that any processing or storage of data outside of the continental U.S. is prohibited.
- B. Consistent expiration dates: A PO for a service already being delivered to the Department under this TO Agreement shall terminate on the same calendar day as the prior product/service. As appropriate, charges shall be pro-rated.

- C. Any TO Agreement award is contingent on the State’s agreement, during the TO Proposal evaluation process, to any applicable terms of use and any other agreement submitted under **Section 5.4.2.J.2**. Such agreed upon terms of use shall apply consistently across services ordered under the TO Agreement.
- D. The TO Contractor shall not establish any auto-renewal of services beyond the period identified in the Task Order documents.
- E. In addition to any notices of renewal sent to the Department, TO Contractors shall email notices of renewal to the email address designated by the TO Manager.

2.3.17 Technical Support

- A. “Technical Support” means TO Contractor-provided assistance for the services or Solution furnished under this Task Order, after initial end-user support confirms a technical issue that requires additional troubleshooting capabilities; sometimes referenced as Tier II – IV support.
- B. The State shall be able to contact a Technical Support team member 24 hours per day, 7 days per week, and 365 days per year.
- C. TO Contractor Personnel providing technical support shall be familiar with the State’s account (i.e., calls shall not be sent to a general queue).
- D. TO Contractor shall return calls for service of emergency system issues (see Section 2.6 Service Level Agreement) within one (1) hour.
- E. Calls for non-emergency IT problem requests will be returned within three (3) hours or immediately the following day if after Normal State Business Hours.
- F. The State shall be provided with information on software problems encountered at other locations, along with the solution to those problems, when relevant to State software.

2.3.18 Backup/ Disaster Recovery

The TO Contractor shall:

- A. Provide a location for a fully functioning hot backup facility within 60 calendar days of the NTP Date to support the Maryland, US Virgin Islands and Delaware WIC Programs.
 - 1) Establish and maintain a hot backup facility to provide an alternate operational system in the event of the unavailability of the WOW system at the Production System Facility.
 - 2) The TO Contractor’s hot backup facility shall be prepared to assume full operational status and shall employ the use of Oracle Dataguard (furnished by the TO Contractor) to maintain synchronization with the Production database.
 - 3) The TO Contractor’s hot backup facility shall support a T1 (installed and paid for by the State) connection to networkMaryland that directly connects to the Production System for data synchronization; shall accommodate State telecommunications equipment; and shall provide T1 internet access for system users.
 - 4) The TO Contractor’s hot backup facility shall meet the requirements identified in **Section 2.2.1.3.6**, including appropriate power supply and UPS; automatic backup power supplies and a generator; and air conditioning; all in a secure location with restricted access to authorized personnel only.
 - 5) The TO Contractor may propose additional equipment, at cost, in support of the hot backup requirement, subject to MDH approval, purchase and payment.

- 6) The TO Contractor's hot backup facility shall provide normal operations to the field within four (4) hours of request by the TO Manager.
 - 7) The TO Contractor shall demonstrate the successful operation of the hot backup capability within 60 calendar days of NTP Date and demonstrate the capability during the first Maintenance Weekend.
 - 8) 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 2.3.12**.
 - 9) The TO Contractor's hot backup facility shall be located at least 30 miles from the Production System Facility leased by the current TO Contractor. The TO Contractor can lease this space or select a new location.
- B. Provide, maintain and support a wireless cellular disaster recovery system for the U.S. Virgin Islands.
- 1) Equipment required includes seven (7) AT &T wireless hotspots in the U.S. Virgin Islands, one (1) for each of the five (5) WIC clinics; one (1) powered hotspot signal booster for the St. John clinic; and twenty-five (25) wireless USB network cards for the desktop PC's.
 - 2) In the event that internet access is unavailable to the USVI due to a major storm or other unforeseen disaster, the TO Contractor shall provide support for the wireless hotspots, signal booster, wireless network cards and wireless laptops at each clinic and workstation that will provide access to WOW through the cellular networks.
 - 3) The TO Contractor's disaster recovery solution shall provide normal operations to the designated St. Croix, St. Thomas and St. John locations within four (4) hours of request by the TO Manager.
 - 4) The TO Contractor shall demonstrate to the TO Manager the successful operation of the disaster recovery solution within 60 calendar days of NTP Date.
 - 5) The TO Contractor shall test and verify the continued operational ability of the disaster recovery solutions as part of the quarterly maintenance requirement.

2.3.19 eWIC APP

The TO Contractor shall code and deploy an eWIC APP in both IOS and Android platforms with the following functionality:

2.3.19.1 WIC Food Items

- A. Check the family's currently available WIC benefit balance.
- B. Scan food item UPCs (Universal Product Code) to determine Maryland WIC eligibility.
- C. Scan Food item UPCs to determine if the family currently has WIC benefits available to purchase the food item
- D. Provide a mechanism for the user of the eWIC APP to submit UPCs, product descriptions and pictures of labels and ingredients for food items that are not scanning as WIC eligible.
- E. The eWIC App shall provide feedback if the UPC has already been submitted and is awaiting review or has already been reviewed and is not approved.

2.3.19.2 View the next WIC clinic appointment date and time.

- 2.3.19.3 Allow participants to change their appointment date and time.
- 2.3.19.4 Search WIC clinic locations and view them on a map with the clinic closest to the current geographic location appearing first.
- 2.3.19.5 Search WIC authorized store locations and view them on a map with the WIC authorized store closed to the current geographic location appearing first.
- 2.3.19.6 Include reference links to available services as specified by the TO Manager.
- 2.3.19.7 Ability to register and establish a secure password.
- 2.3.19.8 Include push notifications for benefits, appointments, etc. as specified by the TO Manager.
- 2.3.19.9 Ability to view in either English or Spanish.

2.3.20 PNSS & PedNSS Reporting:

- 2.3.20.1 The TO Contractor shall compile and provide reporting on Pregnancy Nutrition Surveillance system (PNSS) and the Pediatric Nutrition Surveillance system (PedNSS) data gathered for the Centers for Disease Control and Prevention (CDC) administered program-based surveillance systems that monitor for nutritional status of low-income infants, children and women in federally funded maternal and child health programs. Reports contain the demographic composition and health status of women and health outcomes of infants and children enrolled in the WIC Program.
- 2.3.20.2 This service shall be provided for USDA’s Mid-Atlantic Regional WIC States (MARO) including Maryland, Delaware, New Jersey, Pennsylvania, Puerto Rico, the U.S. Virgin Islands, Virginia and West Virginia.
- 2.3.20.3 The TO Contractor shall obtain PNSS & PedNSS data from all nationwide participating WIC States for the national comparison of the PNSS & PedNSS data and provide reporting for those States, as well.

2.4 Deliverables

2.4.1 Deliverable Submission

- A. For every deliverable, the TO Contractor shall request the TO Manager confirm receipt of that deliverable by sending an e-mail identifying the deliverable name and date of receipt.
- B. Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project and/or Microsoft Visio within two (2) versions of the current version. At the TO Manager’s discretion, the TO Manager may request one hard copy of a written deliverable.
- C. A standard deliverable review cycle will be elaborated and agreed-upon between the State and the TO Contractor. This review process is entered into when the TO Contractor completes a deliverable.
- D. For any written deliverable, the TO Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in **Section 2.4.3 Minimum Deliverable Quality**. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in **Section 2.4.3 Minimum Deliverable Quality**.

- E. Format of Electronic Files: The TO Contractor shall provide electronic copies of all work in one of the following formats unless prior approval is obtained by the TO Manager:
 - 1) Microsoft Word 2016 or later
 - 2) Microsoft Excel 2016 or later
 - 3) Microsoft PowerPoint 2016 or later
 - 4) Microsoft Project 2016 or later
 - 5) Source code in the format of the approved development tools (i.e., VB.NET, PL/SQL)
 - 6) Data files in Oracle 12g format

2.4.2 Deliverable Acceptance

- A. A final deliverable shall satisfy the scope and requirements of this TORFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in **Section 2.4.4 Deliverable Descriptions/Acceptance Criteria**.
- B. The TO Manager shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The TO Manager is responsible for coordinating comments and input from various team members and stakeholders. The TO Manager is responsible for providing clear guidance and direction to the TO Contractor in the event of divergent feedback from various team members.
- C. The TO Manager will issue to the TO Contractor a notice of acceptance or rejection of the deliverable in the DPAF (see online sample). Following the return of the DPAF indicating “Accepted” and signed by the TO Manager, the TO Contractor shall submit a proper invoice in accordance with the procedures in **Section 2.3**. The invoice must be accompanied by a copy of the executed DPAF or payment may be withheld.
- D. In the event of rejection, the TO Manager will formally communicate in writing any deliverable deficiencies or non-conformities to the TO Contractor, describing in those deficiencies what shall be corrected prior to acceptance of the deliverable in sufficient detail for the TO Contractor to address the deficiencies. The TO Contractor shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.
- E. At the TO Manager’s discretion, subsequent project tasks may not continue until deliverable deficiencies are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks.
- F. 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 calendar days in the applicable invoice format (**Section 3.3 Invoicing**).
- G. A written deliverable defined as a final document shall satisfy the scope and requirements of this TORFP for that deliverable. Final written deliverables meet the minimum acceptance criteria in **Section 2.4.3** as well as address comments or questions submitted by the State in response to review of the draft deliverable.

2.4.3 Minimum Deliverable Quality

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

the deliverable to the State.

Each deliverable shall meet the following minimum acceptance criteria:

- A. Be presented in a format appropriate for the subject matter and depth of discussion.
- B. Be organized in a manner that presents a logical flow of the deliverable’s content.
- C. Represent factual information reasonably expected to have been known at the time of submittal.
- D. In each section of the deliverable, include only information relevant to that section of the deliverable.
- E. Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
- F. Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
- G. Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.
- H. Must contain the date, author, and page numbers. When applicable for a deliverable, a revision table must be included.
- I. A draft written deliverable may contain limited structural errors such as incorrect punctuation and shall represent a significant level of completeness toward the associated final written deliverable. The draft written deliverable shall otherwise comply with minimum deliverable quality criteria above.

2.4.4 Deliverable Descriptions/Acceptance Criteria

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

Table 2: Deliverable Descriptions and Due Dates

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.4.4.1	Kickoff Meeting	MS Power Point presentation and printed MS Word documents that include requirements in Section 3.1.2A .	5 calendar days after NTP Date
2.4.4.2	Contingency Plan	MS Word document that meets the requirement in Section 3.1.2B .	30 calendar days after NTP Date
2.4.4.3	Staffing Plan	MS Word document that meets the requirements in Section 2, Section 3.10 and Section 3.11 .	60 calendar days after NTP Date
2.4.4.4	Transition Plan (Incoming)	MS Word documents that include transition plans meeting the requirements of Section 3.1 and Section 3.1.2D .	5 calendar days after NTP Date (incoming)
2.4.4.5	Transition Plan (Outgoing)	MS Word documents that include transition plans	Nine (9) months before contract end (outgoing)

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
		meeting the requirements of Section 3.2 and Section 3.2.4B	
2.4.4.6	Monthly Report	<p>The TO Contractor shall provide monthly status reports, in Microsoft Word that describe work performed for the previous month and projected activities for the current month. The report shall include:</p> <ol style="list-style-type: none"> 1. Work Accomplished <ol style="list-style-type: none"> a. System Monitoring: Summary of items identified during daily monitoring of End of Day, Server, Oracle and Backup Logs. b. Software Modifications: Identification of software modifications made, by module, including problems resolution tracking number and brief description. c. Technical Support – Summary of items addressed by the technical support technician for the previous month. 2. Deliverable Progress – Status of any deliverables due during the reporting period. 3. Problem Areas/Risk Mitigation – Identification of any areas of inherent risk and proposed action to mitigate the risk. 4. Planned Activities – Summary of planned 	5 th of each month

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
		activities for the upcoming month.	
2.4.4.7	Quarterly Maintenance Plan	MS Word document that includes all the information listed in Section 2.3.8.8 and 2.3.10.4.2.	Two (2) weeks before date of maintenance window
2.4.4.8	Quarterly Maintenance Summary	MS Word document that includes all the information listed in Section 2.3.8.8 and 2.3.10.4.2.	9:00AM ET on the second working day of the end of the maintenance period.
2.4.4.9	Production System Facility	The TO Contractor shall provide a fully functioning. Production System facility in accordance with Section 2.3.13 and 2.3.14.	60 calendar days after NTP Date
2.4.4.10	Hot-Backup Facility	The TO Contractor shall provide a location for a fully functioning hot backup in accordance with Section 2.3.18.2.	60 calendar days after NTP Date
2.4.4.11	End of Day Process report	Notify the TO Manager, in writing, of the status of the previous End of Day Process in accordance with Section 2.3.8.4.	9:00 AM ET Every morning (Monday through Saturday)
2.4.4.12	Daily Backup of Systems	Perform and verify a backup of the system on a daily basis in accordance with Section 2.3.8.6.	Monthly after NTP Date
2.4.4.13	Documentation & Training	Update system documentation quarterly in accordance with Section 2.3.8.9.	Quarterly after NTP Date
2.4.4.14	eWIC Apps	Provide Smartphone Applications in accordance with Section 2.3.19	90 calendar days after NTP Date
2.4.4.15	PHSS and PedNSS Reports	Provide reports in accordance with Section 2.3.20	Quarterly after NTP Date

2.5 Change Orders

- A. If the TO Contractor is required to perform work beyond the scope of this TORFP, or there is a work reduction due to unforeseen scope changes, a TO Change Order is required. The TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract

and scope of the work change.

- B. No scope of work changes shall be performed until a change order is approved by DoIT and executed by the TO Procurement Officer.

2.6 Service Level Agreement (SLA)

2.6.1 Definitions

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

2.6.2 SLA Requirements

- A. The TO Contractor shall be responsible for meeting the following Service Level Agreement (SLA) which applies to maintenance and support activities.
- B. The Maryland, US Virgin Islands and Delaware 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 service they provide. The SLA shall define minimum performance standards. The TO Contractor’s failure to deliver levels of service specified in the SLA shall result in a reduction in the amount paid, as defined in the SLA, to the TO Contractor. The TO 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.
- C. Please note that all reductions identified below apply 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 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.
- D. Actual performance results shall be recorded and submitted by the TO Contractor via the Monthly Status Report beginning at the commencement of the TO Contract. Minimum performance standards defined in the SLA shall be waived during the Incoming Transition period until the incoming provider takes the operational lead from the incumbent provider and for the Outgoing Transition period once the incoming provider takes the lead from the TO Contractor. The Transition Period requirements are further defined in Section 3.1.

2.6.3 Service Level Agreement Service Credits

Time is an essential element of the TO Agreement and it is important that the work be vigorously prosecuted until completion. For work that is not completed within the time(s) specified in the performance measurements below, the TO Contractor shall be liable for service credits in the amount(s) provided for in this Task Order, provided, however, that due account shall be taken of any adjustment of specified completion time(s) for completion of work as granted by approved change orders and/or Work Orders.

The parties agree that any assessment of service credits shall be construed and treated by the parties not as

imposing a penalty upon the TO Contractor, but as compensation to the State for the TO Contractor’s failure to timely complete work under this Task Order, including Work Orders.

2.6.4 SLA Effective Date (SLA Activation Date)

SLAs set forth herein shall be in effect beginning with the commencement of monthly services as of the completion of the Transition-In Period, further defined in Section 3.1.

Beginning on the SLA Activation Date, for any performance measurement not met during the monthly reporting period, the SLA credit for that individual measurement shall be applied to the Monthly Charges.

2.6.5 Service Level Reporting

The TO Contractor shall provide detailed monthly reports evidencing the attained level for each SLA set forth herein. Monthly reports shall be available by the 5th of each month.

- A. The TO Manager or designee will monitor and review TO Contractor performance standards on a monthly basis, based on TO Contractor-provided reports for this Task Order.
- B. The TO Contractor shall provide a monthly summary report for SLA performance via e-mail to the TO Manager.
- C. If any of the performance measurements are not met during the monthly reporting period, the TO Manager or designee will notify the TO Contractor of the standard that is not in compliance.

2.6.6 Credit for Failure to Meet SLA

TO Contractor’s failure to meet an SLA will result in a credit, as service credits and not as a penalty, to the Monthly Charges payable by the State during the month of the breach. The credits will be cumulative for each missed service requirement. The State, at its option for amount due the State as service credits, may deduct such from any money payable to the TO Contractor or may bill the TO Contractor as a separate item. In the event of a catastrophic failure affecting all services, all affected SLAs shall be credited to the State. In no event shall the aggregate of all SLA credits paid to the State in any calendar month exceed 25% of the Monthly Charges.

Example: If the Monthly Charges were \$100,000 and one SLA were missed, with an applicable 5% credit, the credit to the monthly invoice would be \$5,000, and the State would pay a net Monthly Charge of \$95,000.

2.6.7 Service Level Measurements Table (System performance)

The TO Contractor shall comply with the service level measurements in the following table:

Table 3: Service Level Measurements Table

No.	Service Requirement	Service Credit
1	System Availability Requirements: System Availability requirements shall be applied to the Maryland, US Virgin Islands and Delaware WOW systems, and any other system 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 the WOW system. For example, a database failure affecting the Maryland WOW system shall be considered to be unavailability of the Maryland WOW system.	For up to sixty (60) minutes of unplanned downtime above the permitted .05% per month, the TO Contractor shall be assessed five percent (5%) in liquidated damages with an

No.	Service Requirement	Service Credit
	<p>Hours for System Availability shall be defined as 7:00AM ET to 7:00PM ET, seven (7) days per week exclusive of holidays and any scheduled downtime. Availability is measured over a calendar month, including any time during the month allocated for unscheduled or unplanned maintenance.</p> <p>Monthly downtime: Monthly downtime is defined as the difference between one-hundred percent (100%) availability (which excludes 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 TO Contractor, such as natural disasters, electrical service interruptions, telephone service failures, network failures, and/or other natural or outside factors. Downtime shall commence at the time of notification to the TO 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.</p> <p>Uptime is defined as commencing at the time of verification of system availability to the TO Contractor by the TO Manager.</p>	<p>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 twenty-five percent (25%) against the current month's total billable hours.</p>
2	<p>Infrastructure Availability Requirements: Infrastructure Availability requirements shall be applied to the Maryland, US Virgin Islands and Delaware WOW systems, and any other systems implemented under this TO Agreement. Infrastructure is defined as UPSs, HVAC and cabling (extended DEMARC into cabinet), available 24 hours per day, 7 days per week, 365 days per year with at least 99.95% uptime measured over a calendar month, including any time during the month.</p> <p>Monthly downtime: Monthly downtime is defined as the difference between one-hundred percent (100%) availability (which excludes any scheduled downtime) and the infrastructure unavailability as determined during the reporting period. In addition, liquidated damages shall not be levied for any SLA factors beyond the control of the TO Contractor, such as natural disasters, electrical service interruptions, telephone service failures, network failures, and/or other natural or outside factors. Downtime shall commence at the time of notification to the TO Contractor by end users, WIC staff or Contractor staff that a portion of the infrastructure or the infrastructure as a whole is unavailable without an adequate work-around as determined by the TO Manager.</p> <p>Uptime is defined as commencing at the time of verification of system availability to the TO Contractor by the TO Manager.</p>	<p>For up to sixty (60) minutes of unplanned downtime above the permitted .05% per month, the TO Contractor will be assessed five percent (5%) in liquidated damages with an additional (5%) in liquidated damages for each additional sixty (60) minutes of system downtime per month, up to a maximum liquidated damage of twenty-five percent (25%) against the current month's total billable hours.</p>

The State shall have the unilateral right to reallocate percentages among the various SLAs annually on the anniversary of the Task Order, provided that such reallocation will not exceed the cap identified in **Section 2.6.6.**

2.6.8 Problem Response Definitions and Times

The TO Contractor shall meet the Problem response time and resolution requirements.

The TO Contractor shall provide a monthly report to monitor and detail response times and resolution times.

Table 4: Problem Response Definition Times

Service Priority	Response Time	On-Site Response	Resolution Time	Response Availability	Work Outage	Comments
Emergency	Less than 15 minutes	Within 1 Hour	Within 1 Business Day of first report	24 hours per day, seven days per week	System Outage: Inability to access WOW	
High	Less than 15 minutes	Within 4 hours	Within 2 Business Days after first report	24 hours per day, seven days per week	Example: Statewide Inability to Issue eWIC Benefits	
Normal	Within 1 hour	Within 1 Business Day	Within 5 Business Days after first report. If the outage is not resolved a resolution plan must be in place.	Mon-Fri, 8AM-5PM	Example: Inability to Issue one food item to WIC Participant	

2.6.9 Travel Requirements

- 2.6.9.1 Travel to the U.S. Virgin Islands or Delaware will be at the direction of the TO Manager.
- 2.6.9.2 All travel shall be expressly approved in advance by the TO Manager to be eligible for reimbursement (See Appendix 5).

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3 TO Contractor Requirements: General

3.1 Task Order Initiation Requirements

3.1.1 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.

3.1.2 The TO Contractor shall complete all startup activities within 60 calendar days of NTP Date to minimize any possible disruption to support services. Startup activities include:

A. Kickoff Meeting

TO Contractor shall schedule and hold a kickoff meeting within five (5) Calendar Days of NTP Date.

- 1) The TO Contractor shall go over the draft Transition Plan at this meeting and address the details for all maintenance and support issues.
- 2) TO Contractor shall take and publish minutes of the meeting.

B. Contingency Plan

- 1) The TO Contractor shall deliver the Contingency Plan to the TO Manager within thirty (30) calendar days of NTP Date.
- 2) The Contingency Plan shall have contact information and protocols for obtaining TO Contractor support during non-regular business hours and in emergency conditions.

C. Establish Support Resources

The TO Contractor shall establish support resources and document them in a Staffing Plan for current and potential future needs of MDH to ensure all resources necessary to execute contract deliverables are in place and fully operational.

D. Incoming Transition Plan

The Maryland WIC Program shall require continuous production support as defined in the SLA, for all modules contained within the WOW system, including interface files and other functions defined in this TORFP.

- 1) The TO Contractor shall work with the previous TO Contractor to facilitate uninterrupted support, during the sixty (60) day transition period starting at NTP Date.
- 2) The TO Contractor shall create 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.
- 3) The TO Contractor shall work with the TO Manager and previous provider to ensure a smooth and uninterrupted transition and ensure no loss of hosting and system support activities.

E. Meetings

- 1) During transition or other critical periods of the TO agreement, the TO Contractor shall participate in more frequent meetings as may be required.
- 2) The TO Contractor shall attend meetings, generally face-to-face, held at 201 W. Preston Street, Baltimore, Maryland, 21201. The type and frequency of meetings

is as follows:

- (a) Kickoff Meeting – one time only
 - (b) Transition Status Meetings – as needed throughout the Transition
 - (c) Bi-Weekly Problem Tracking and Software Modification Review
 - (d) Quarterly User Group Meetings
 - (e) Quarterly System Maintenance Review
 - (f) Bi-Weekly User Group Executive Change Committee Meetings
- 3) The TO Contractor shall take minutes of the meetings.

3.2 End of Task Order Transition

3.2.1 The TO Contractor shall provide transition assistance as requested by the State to facilitate the orderly transfer of services to the State or a follow-on contractor, for a period up to nine (9) months prior to Task Order end date, or the termination thereof. Such transition efforts shall consist, not by way of limitation, of:

- A. Provide additional services and/or support as requested to successfully complete the transition;
- B. Maintain the services called for by the Task Order at the required level of proficiency;
- C. Provide updated System Documentation, as appropriate; and
- D. Provide current operating procedures (as appropriate).

3.2.2 The TO Contractor shall work toward a prompt and timely transition, proceeding in accordance with the directions of the TO Manager. The TO Manager may provide the TO Contractor with additional instructions to meet specific transition requirements prior to the end of Task Order.

3.2.3 The TO Contractor shall ensure that all necessary knowledge and materials for the tasks completed are transferred to the custody of State personnel or a third party, as directed by the TO Manager.

3.2.4 The TO Contractor shall support end-of-Task Order transition efforts with technical and project support to include but not be limited to:

- A. The TO Contractor shall provide a draft Transition-Out Plan twelve (12) months in advance of Task Order end date.
- B. The Transition-OUT Plan shall address at a minimum the following areas:
 - 1) Any staffing concerns/issues related to the closeout of the Task Order;
 - 2) Communications and reporting process between the TO Contractor, MDH-WIC and the TO Manager;
 - 3) Security and system access review and closeout;
 - 4) Any hardware/software inventory or licensing including transfer of any point of contact for required software licenses to the Department or a designee;
 - 5) Any final training/orientation of Department staff;
 - 6) Connectivity services provided, activities and approximate timelines required for Transition-Out;
 - 7) Knowledge transfer, to include:

- a) A working knowledge of the current system environments as well as the general business practices of the Department;
 - b) Review with the Department the procedures and practices that support the business process and current system environments;
 - c) Working knowledge of all technical and functional matters associated with the Solution, its architecture, data file structure, interfaces, any batch programs, and any hardware or software tools utilized in the performance of this Task Order;
 - d) Documentation that lists and describes all hardware and software tools utilized in the performance of this Task Order;
 - e) A working knowledge of various utilities and corollary software products used in support and operation of the Solution;
- 8) Plans to complete tasks and any unfinished work items (including open change requests, and known bug/issues); and
 - 9) Any risk factors with the timing and the Transition-Out schedule and transition process. The TO Contractor shall document any risk factors and suggested solutions.
- C. The TO Contractor shall ensure all documentation and data including, but not limited to, System Documentation and current operating procedures, is current and complete with a hard and soft copy in a format prescribed by the TO Manager.
 - D. The TO Contractor shall provide copies of any current daily and weekly back-ups to the Department or a third party as directed by the TO Manager as of the final date of transition, but no later than the final date of the Task Order.
 - E. Access to any data or configurations of the furnished product and/or services shall be available after the expiration of the Task Order as described in **Section 2.3**.

3.2.5 Return and Maintenance of State Data

- A. Upon termination or the expiration of the TO Agreement term, the TO Contractor shall:
 - (a) return to the State all State data in either the form it was provided to the TO Contractor or in a mutually agreed format along with the schema necessary to read such data;
 - (b) preserve, maintain, and protect all State data until the earlier of a direction by the State to delete such data or the expiration of 90 days (“the retention period”) from the date of termination or expiration of the TO Agreement term;
 - (c) after the retention period, the TO Contractor shall securely dispose of and permanently delete all State data in all of its forms, such as disk, CD/DVD, backup tape and paper such that it is not recoverable, according to National Institute of Standards and Technology (NIST)-approved methods with certificates of destruction to be provided to the State; and
 - (d) prepare an accurate accounting from which the State may reconcile all outstanding accounts. The final monthly invoice for the services provided hereunder shall include all charges for the 90-day data retention period.
- B. During any period of service suspension, the TO Contractor shall maintain all State data in its then existing form, unless otherwise directed in writing by the TO Manager.
- C. In addition to the foregoing, the State shall be entitled to any post-termination/expiration assistance generally made available by TO Contractor with respect to the services.

3.3 Invoicing

3.3.1 Definitions

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

3.3.2 General

- A. Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract.
- B. The TO Contractor shall e-mail the original of each invoice and signed authorization to invoice to the TO Manager and Chris Harr at email address: chris.harr@maryland.gov
- C. All invoices for services shall be verified by the TO Contractor as accurate at the time of submission.
- D. TO Contractor Timesheet Maintenance
 - 1) The TO Contractor shall maintain time and attendance logs and timesheets for all TO Contractor personnel.
 - 2) The TO Contractor shall submit copies of these time and attendance logs and timesheet documents with the TO Contractors invoices.
- E. Invoices submitted without the required information cannot be processed for payment. A Proper Invoice, required as Payment documentation, must include the following information, without error:
 - 1) TO Contractor name and address;
 - 2) Remittance address;
 - 3) Federal taxpayer identification (FEIN) number, social security number, as appropriate;
 - 4) “Maryland WIC Program” as the recipient;
 - 5) Invoice period (i.e. time period during which services covered by invoice were performed);
 - 6) Invoice date;
 - 7) Invoice number;
 - 8) State assigned TO Agreement number;
 - 9) State assigned (Blanket) Purchase Order number(s);
 - 10) Goods or services provided;
 - a) Invoiced item description
 - b) Invoiced item number

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

3.3.3 Invoice Submission Schedule

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

- A. All invoices submitted for payment shall be accompanied by signed notice(s) of acceptance as described below. Payment of invoices will be withheld if the appropriate signed acceptance form documentation is not submitted.
- B. To be considered a proper T&M invoice (for Task Order requirements and for T&M Work Orders issued under this Task Order) the TO Contractor shall include with the signed invoice a signed DPAF for each invoice being submitted. Include for each person covered by the invoice the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount and a copy of each person’s timesheet for the period signed by the TO Manager.
- C. To be considered a proper Fixed Price invoice (for Task Order requirements and for fixed price Work Orders issued under this Task Order) the TO Contractor shall include with the signed invoice a signed DPAF (**Appendix 6**) for each deliverable invoiced. Payment will only be made upon completion and acceptance of the deliverables as defined in **Section 2.4**
- D. For items of work for which there is one-time pricing (see **Attachment B – TO Financial Proposal Form**) those items shall be billed in the month following the acceptance of the work by the Department.
- E. For items of work for which there is annual pricing, see **Attachment B– TO Financial Proposal Form**, those items shall be billed in equal monthly installments for the applicable Task Order year in the month following the performance of the services.
- F. Invoices shall be submitted monthly and within 30 days of delivery of goods and services unless otherwise accepted in the TO Proposal or Work Order response.

3.3.4 Invoicing Amounts

- A. Time and Material invoices shall be accompanied by notice(s) of acceptance issued by the State for all invoices submitted for payment.
- B. Time and Materials portion of each invoice shall include a summary of the services provided during the preceding calendar months including:
 - 1) 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;
 - 2) The total number of hours per labor category
- C. Time and Material invoices shall be accompanied by notice(s) of acceptance issued by the State for all invoices submitted for payment
- D. Production System Facility (FIXED PRICE)
 - 1) Each monthly invoice shall include a section invoicing for 1/12th of the fixed annual price for maintenance of the Production System Facility as set forth in the Financial Proposal Sheet for the applicable year of the billing period.
- E. Invoicing Maintenance of Hot Backup Facility (FIXED PRICE)
 - 1) Each monthly invoice shall include a section invoicing for 1/12th of the fixed annual price for maintenance of the Backup/Disaster Recovery Facility, as set forth in the Financial Proposal Sheet for the applicable year of the billing period.
- F. Invoicing System Enhancements
 - 1) 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.
- G. 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.
- H. Time Sheet Reporting

The TO Contractor shall maintain time and attendance logs and timesheets for all TO Contractor Personnel.

The TO Contractor shall submit copies of time and attendance logs and timesheet documents with the TO Contractors invoices. At a minimum, each semi-monthly timesheet shall show:

- 1) Title: "Time Sheet for WIC on the Web (WOW) System Support"
- 2) Issuing company name, address, and telephone number
- 3) For each employee /resource:
 - a) Employee / resource name
 - b) For each Period ending date, (e.g., "Period Ending: mm/dd/yyyy"). Periods run 1st through 15th and 16th through last day of the month.
 - i) Tasks completed that week and the associated deliverable names and ID#s

- ii) Number of hours worked each day
 - iii) Total number of hours worked that Period
 - iv) Period variance above or below 40 hours
 - v) Annual number of hours planned under the Task Order
 - vi) Annual number of hours worked to date
 - vii) Balance of hours remaining
 - viii) Annual variance to date (Sum of periodic variances)
- 4) Signature and date lines for the TO Manager
 - 5) Time sheets shall be submitted to the TO Manager prior to invoicing. The TO Manager shall sign the timesheet to indicate authorization to invoice.

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

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

3.3.6 Travel Reimbursement

- 3.3.6.1 All travel shall be expressly approved in advance by the TO Manager to be eligible for reimbursement.
- 3.3.6.2 Travel shall be conducted at a minimum cost for achieving success of the mission.
- 3.3.6.3 Travel time in route to and from the destination may be billed by the TO Contractor.
- 3.3.6.4 Travel time in route to and from the destination may be billed by the TO Contractor.
- 3.3.6.5 Air travel reservations shall be made as far in advance as possible and shall utilize the lowest logical airfare based on acceptable times. When reserving airfare, travel delays of not more than two hours that result in lower cost airfare shall be used when available. Travel in business class or first class is not allowable unless documented evidence clearly indicates the travel is in the best interest of the State.
- 3.3.6.6 Hotel accommodations shall be made in accordance with the Maryland Department of Budget and Management travel policy, or the maximum lodging rates found in **Appendix 5, if applicable**. Taxes paid on hotel accommodations made at, or below, the maximum lodging

rate will be reimbursed as a separate expense.

3.3.6.7 Rental car use is subject to approval by the State and is permitted when other means of transportation are unavailable, more costly, or impractical. The lowest cost vehicle necessary to achieve the traveler's mission shall be reserved. In addition, necessary rental car expenses for gasoline, oil, emergency repairs, parking, and toll charges will be reimbursed.

3.3.6.8 Subsistence will be reimbursed up to the maximum Local Meals rate found in the Maryland Department of Budget and Management travel policy, or **Appendix 5, if applicable**. (See Master Contract Section 2.2.4-Travel Reimbursement for additional information).

3.3.7 Retainage

This solicitation does not require retainage.

3.4 Liquidated Damages

SLA damages are identified in Section 2.6.7.

3.5 Disaster Recovery and Data

The following requirements apply to the TO Agreement:

3.5.1 Redundancy, Data Backup and Disaster Recovery

- A. Unless specified otherwise in the TORFP, TO Contractor shall maintain or cause to be maintained disaster avoidance procedures designed to safeguard State data and other confidential information, TO Contractor's processing capability and the availability of hosted services, in each case throughout the TO Agreement term. Any force majeure provisions of this Task Order do not limit the TO Contractor's obligations under this provision.
- B. The TO Contractor shall have robust contingency and DR plans in place to ensure that the services provided under this TO Agreement will be maintained in the event of disruption to the TO Contractor/subcontractor's operations (including, but not limited to, disruption to information technology systems), however caused.
- C. The contingency and DR plans must be designed to ensure that services under this TO Agreement are restored after a disruption within twenty-four (24) hours from notification and a recovery point objective of one (1) hour or less prior to the outage in order to avoid unacceptable consequences due to the unavailability of services.
- D. The TO Contractor shall test the contingency/DR plans at least twice annually to identify any changes that need to be made to the plan(s) to ensure a minimum interruption of service. Coordination shall be made with the State to ensure limited system downtime when testing is conducted. At least one (1) annual test shall include backup media restoration and failover / fallback operations at the DR location. The TO Contractor shall send TO Manager a notice of completion following completion of DR testing.
- E. Such contingency and DR plans shall be available for the Department to inspect and practically test at any reasonable time, and subject to regular updating, revising, and testing throughout the term of the TO Agreement.
- F. The TO Contractor shall furnish a DR site. The DR site shall be at least 30 miles from the primary operations site and have the capacity to take over complete production volume in case the primary site becomes unresponsive.

3.5.2 Data Export/Import

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

3.5.3 Data Ownership and Access

- A. Data, databases and derived data products created, collected, manipulated, or directly purchased as part of a TORFP shall become the property of the State. The purchasing State agency is considered the custodian of the data and shall determine the use, access, distribution and other conditions based on appropriate State statutes and regulations.
- B. Public jurisdiction user accounts and public jurisdiction data shall not be accessed, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of the Task Order, including as necessary to perform the services hereunder or (4) at the State's written request.
- C. The TO Contractor shall limit access to and possession of State data to only TO Contractor Personnel whose responsibilities reasonably require such access or possession and shall train such TO Contractor Personnel on the confidentiality obligations set forth herein.
- D. At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
- E. The Contractor shall not use any information collected in connection with the services furnished under this Contract for any purpose other than fulfilling such services.

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

3.6 Insurance Requirements

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

3.6.4 CYBER SECURITY / DATA BREACH INSURANCE

In addition to the insurance specified in the CATS+ RFP Section 2.7, TO Contractor shall maintain Cyber Security / Data Breach Insurance in the amount of ten million dollars (\$10,000,000) per occurrence. The coverage must be valid at all locations where work is performed or data or other information concerning State residents and employees is processed or stored.

3.7 Security Requirements

3.7.1 Employee Identification

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

3.7.2 Premises and Operational Security

Within forty-five (45) days after NTP, TO Contractor Personnel to be assigned to perform work under the Task Order shall be required to submit background check certification to MDH from recognized Law Enforcement Agencies, including the FBI. TO Contractor shall be responsible for ensuring that TO Contractor Personnel background check certifications are renewed annually, and at the sole expense to the TO Contractor. MDH reserves the right to disqualify any TO Contractor Personnel whose background checks suggest conduct, involvements, and/or associations that MDH determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this TORFP. MDH reserves the right to perform additional background checks on TO Contractor Personnel.

3.7.3 Security Clearance / Criminal Background Checks

- A. The TO Contractor shall obtain from all Contractor Personnel assigned to work on the Task Order a signed statement permitting a criminal background check. Within forty-five (45) days after NTP, the TO Contractor shall secure at its own expense the following type of national criminal history record check and provide the TO Contract Manager with completed checks on such Contractor Personnel prior to assignment: A national criminal history record check. This check may be performed by a public or private entity.
- B. At a minimum, these background checks must include all convictions and probation before judgment (PBJ) dispositions. The TO Contractor may not assign an individual whose background check reflects any criminal activity to work under this Task Order unless prior written approval is obtained from the TO Contract Manager.

- C. TO Contractor shall be responsible for ensuring that TO Contractor Personnel background check certifications are renewed annually, and at the sole expense to the TO Contractor.
- D. Further, TO Contractor Personnel may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Contractor Personnel to be accompanied while on secured premises.
- E. TO Contractor shall complete a criminal background check prior to any individual TO Contractor Personnel being assigned work on the project. TO Contractor shall provide a Criminal Background Check Affidavit within 45 days of notice to proceed.
- F. Resources proposed to perform services for Maryland Aviation Administration (MAA) must be capable of qualifying for and obtaining a BWI Airport Security badge to include US Customs Seal and Transportation Identifications. Resources proposed to perform services for MDOT Port Administration (MPA) must comply with all MPA security requirements.
- G. TO Contractor Personnel shall, while on State premises, display their State issued identification cards without exception.
- H. TO Contractor Personnel shall follow the State of Maryland IT Security Policy and Standards throughout the term of the TO Agreement.
- I. The State reserves the right to request that the TO Contractor submit proof of employment authorization for non-United States citizens, prior to commencement of TO Contractor Personnel work under the Task Order.
- J. TO Contractor shall remove any TO Contractor Personnel from working on the resulting TO Agreement where the State of Maryland determines that said TO Contractor Personnel has not adhered to the security requirements specified herein.

3.7.4 On-Site Security Requirement(s)

- A. For the conditions noted below, TO Contractor Personnel may be barred from entrance or leaving any site until such time that the State's conditions and queries are satisfied.
 - 1) TO Contractor Personnel may be subject to random security checks when entering and leaving State secured areas. The State reserves the right to require TO Contractor Personnel to be accompanied while in secured premises.
 - 2) Some State sites, especially those premises of the Department of Public Safety and Correctional Services, require each person entering the premises to document and inventory items (such as tools and equipment) being brought onto the site, and to submit to a physical search of his or her person. Therefore, TO Contractor Personnel shall always have available an inventory list of tools being brought onto a site and be prepared to present the inventory list to the State staff or an officer upon arrival for review, as well as present the tools or equipment for inspection. Before leaving the site, the TO Contractor Personnel will again present the inventory list and the tools or equipment for inspection. Upon both entering the site and leaving the site, State staff or a correctional or police officer may search TO Contractor Personnel. Depending upon facility rules, specific tools or personal items may be prohibited from being brought into the facility.
- B. Any TO Contractor Personnel who enters the premises of a facility under the jurisdiction of the Department may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the Department.

- C. Further, TO Contractor Personnel shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the agency that controls the facility to which the TO Contractor Personnel seeks access. The failure of any of the TO Contractor Personnel to comply with any provision of the TO Agreement is sufficient grounds for the State to immediately terminate the TO Agreement for default.

3.7.5 Information Technology

The TO Contractor shall:

- A. Implement Administrative, physical, and technical safeguards to protect State data that are no less rigorous than accepted industry best practices for information security such as those listed below (see **Section 3.7.6**);
- B. Ensure that all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws as well as the terms and conditions of the TO Agreement; and
- C. The TO Contractor, and TO Contractor Personnel, shall (i) abide by all applicable federal, State and local laws, rules and regulations concerning security of Information Systems and Information Technology and (ii) comply with and adhere to the State IT Security Policy and Standards as each may be amended or revised from time to time. Updated and revised versions of the State IT Policy and Standards are available online at: www.doit.maryland.gov – keyword: Security Policy.

3.7.6 Data Protection and Controls

- A. TO Contractor shall ensure a secure environment for all State data and any hardware and software (including but not limited to servers, network and data components) to be provided or used in connection with the performance of the TO Agreement and shall apply or cause application of appropriate controls so as to maintain such a secure environment (“Security Best Practices”). Such Security Best Practices shall comply with an accepted industry standard, such as the NIST cybersecurity framework.
- B. To ensure appropriate data protection safeguards are in place, the TO Contractor shall implement and maintain the following controls at all times throughout the term of the TO Agreement (the TO Contractor may augment this list with additional controls):
 - 1) Establish separate production, test, and training environments for systems supporting the services provided under this TO Agreement and ensure that production data is not replicated in test and/or training environment(s) unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements. The TO Contractor shall ensure the appropriate separation of production and non-production environments by applying the data protection and control requirements listed in **Section 3.7.6**.
 - 2) Apply hardware and software hardening procedures as recommended by Center for Internet Security (CIS) guides <https://www.cisecurity.org/>, Security Technical Implementation Guides (STIG) <http://iase.disa.mil/Pages/index.aspx>, or similar industry best practices to reduce the TO Contractor/subcontractor’s systems’ surface of vulnerability, eliminating as many security risks as possible and documenting what is not feasible and/or not performed according to best practices. Any hardening practices not implemented shall be documented with a plan of action and milestones including any compensating control. These procedures may include but are not limited to removal of unnecessary software, disabling or removing unnecessary services, removal of unnecessary usernames

or logins, and the deactivation of unneeded features in the TO Contractor/subcontractor's system configuration files.

- 3) Ensure that State data is not comingled with non-State data through the proper application of compartmentalization security measures.
- 4) Apply data encryption to protect Sensitive Data at all times, including in transit, at rest, and also when archived for backup purposes. Unless otherwise directed, the TO Contractor is responsible for the encryption of all Sensitive Data.
- 5) For all State data the TO Contractor manages or controls, data encryption shall be applied to such data in transit over untrusted networks. Encryption algorithms which are utilized for encrypting data shall comply with current Federal Information Processing Standards (FIPS), "Security Requirements for Cryptographic Modules", FIPS PUB 140-2:
<http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf>
<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>
- 6) Enable appropriate logging parameters to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers and information security standards, including Maryland Department of Information Technology's Information Security Policy.
- 7) Retain the aforementioned logs and review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and remediation, if required. The Department shall have the right to inspect these policies and procedures and the TO Contractor or subcontractor's performance to confirm the effectiveness of these measures for the services being provided under this TO Agreement.
- 8) Ensure system and network environments are separated by properly configured and updated firewalls.
- 9) Restrict network connections between trusted and untrusted networks by physically and/or logically isolating systems from unsolicited and unauthenticated network traffic.
- 10) By default, "deny all" and only allow access by exception.
- 11) Review at least annually the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.
- 12) Perform regular vulnerability testing of operating system, application, and network devices. Such testing is expected to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance with or deviations from the security policies applicable to this TO Agreement. TO Contractor shall evaluate all identified vulnerabilities for potential adverse effect on security and integrity and remediate the vulnerability no later than 30 days following the earlier of vulnerability's identification or public disclosure, or document why remediation action is unnecessary or unsuitable. The Department shall have the right to inspect the TO Contractor's policies and procedures and the results of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this TO

Agreement.

- 13) Enforce strong user authentication and password control measures to minimize the opportunity for unauthorized access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current Maryland Department of Information Technology's Information Security Policy (<http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>), including specific requirements for password length, complexity, history, and account lockout.
- 14) Ensure State Data is not processed, transferred, or stored outside of the United States ("U.S."). The TO Contractor shall provide its services to the State and the State's end users solely from data centers in the U.S. Unless granted an exception in writing by the State, the TO Contractor shall not allow TO Contractor Personnel to store State data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The TO Contractor shall permit its TO Contractor Personnel to access State data remotely only as required to provide technical support.
- 15) Ensure TO Contractor's Personnel shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State, which may be revoked at any time for any reason. The TO Contractor/subcontractor shall complete any necessary paperwork as directed and coordinated with the TO Agreement Monitor to obtain approval by the State to connect TO Contractor/subcontractor-owned equipment to a State LAN/WAN.
- 16) Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under this TO Agreement; that the anti-virus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation. The TO Contractor shall perform routine vulnerability scans and take corrective actions for any findings.
- 17) Conduct regular external vulnerability testing designed to examine the service provider's security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. Evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the service's security and integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The Department shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this TO Agreement.

3.7.7 Access to Security Logs and Reports

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

3.8 Right to Audit

- 3.8.1** The State reserves the right, at its sole discretion and at any time, to perform an audit of the TO Contractor's performance under the TO Agreement. An audit is defined as a planned and documented independent activity performed by qualified personnel, including but not limited to State and federal auditors, to determine by investigation, examination, or evaluation of objective

evidence from data, statements, records, operations and performance practices (financial or otherwise) the TO Contractor's compliance with the agreement, including but not limited to the adequacy and compliance with established procedures and internal controls over the services being performed for the State.

- 3.8.2** TO Contractor shall cooperate with Department or Department's designated auditor and shall provide the necessary assistance for Department or Department's designated auditor to conduct the audit.
- 3.8.3** The right to audit shall include subcontractors in which goods or services are subcontracted by TO Contractor and that provide essential support to the services provided to the Department. TO Contractor shall ensure Department has the right to audit with subcontractor(s).
- 3.8.4** Upon three (3) Business Days' notice, the TO Contractor shall provide the State reasonable access to its records during normal business hours to verify conformance to the terms of the TO Agreement. The Department shall be permitted to conduct these audits with any or all of its own internal resources or by securing the services of a third-party accounting/audit firm, solely at the Department's election. The Department shall have the right to copy, at its own expense, any record related to the services performed pursuant to this agreement.
- 3.8.5 Security Plan**
- A. The TO Contractor shall protect State data according to a written security policy ("Security Plan") no less rigorous than that of the State and shall supply a copy of such policy to the State for validation, with any appropriate updates, on an annual basis.
 - B. The Security Plan shall detail the steps and processes employed by the TO Contractor as well as the features and characteristics which will ensure compliance with the security requirements of the TO Agreement.
- 3.8.6 Security Incident Response**
- A. The TO Contractor shall notify the Department in accordance with **Section 3.7.6A-B** when any TO Contractor system that may access, process, or store State data or State systems experiences a Security Incident, or a Data Breach as follows:
 - 1) notify the Department within twenty-four (24) hours of the discovery of a Security Incident by providing notice via written or electronic correspondence to the TO Manager, Department chief information officer and Department chief information security officer;
 - 2) notify the Department within two (2) hours if there is a threat to TO Contractor's Solution as it pertains to the use, disclosure, and security of State data; and
 - 3) provide written notice to the Department within one (1) Business Day after TO Contractor's discovery of unauthorized use or disclosure of State data and thereafter all information the State (or Department) requests concerning such unauthorized use or disclosure.
 - B. TO Contractor's notice shall identify:
 - 1) the nature of the unauthorized use or disclosure;
 - 2) the State data used or disclosed,
 - 3) who made the unauthorized use or received the unauthorized disclosure;
 - 4) what the TO Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
 - 5) what corrective action the TO Contractor has taken or shall take to prevent future

similar unauthorized use or disclosure.

- 6) The TO Contractor shall provide such other information, including a written report, as reasonably requested by the State.
- C. The TO Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the TO Agreement. Discussing Security Incidents with the State should be handled on an urgent as-needed basis, as part of TO Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the TO Agreement.
 - D. The Contractor shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of State data or other event requiring notification, and, where notification is required, assume responsibility for informing all such individuals in accordance with applicable law and to indemnify and hold harmless the State (or Department) and its officials and employees from and against any claims, damages, and actions related to the event requiring notification.

3.8.7 Data Breach Responsibilities

- A. If the TO Contractor reasonably believes or has actual knowledge of a Data Breach, the TO Contractor shall, unless otherwise directed:
 - 1) Notify the appropriate State-identified contact within 24 hours by telephone in accordance with the agreed upon security plan or security procedures unless a shorter time is required by applicable law;
 - 2) Cooperate with the State to investigate and resolve the data breach;
 - 3) Promptly implement commercially reasonable remedial measures to remedy the Data Breach; and
 - 4) Document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services.
- B. If a Data Breach is a direct result of the TO Contractor's breach of its TO Agreement obligation to encrypt State data or otherwise prevent its release, the TO Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by State law; (3) a credit monitoring service required by State or federal law; (4) a website or a toll-free number and call center for affected individuals required by State law; and (5) complete all corrective actions as reasonably determined by TO Contractor based on root cause; all [(1) through (5)] subject to the TO Agreement's limitation of liability.

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

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

3.8.10 Provisions in Sections 3.8.1 – 3.8.10 shall survive expiration or termination of the TO Agreement. Additionally, the TO Contractor shall flow down the provisions of Sections 3.8.4-3.7.10 (or the substance thereof) in all subcontracts.

3.9 SOC 2 Type 2 Audit Report

3.9.1 This section applies to the TO Contractor who provides services for identified critical functions, handles Sensitive Data, and/or hosts any related implemented system for the State under the TO

Agreement.

- 3.9.2** The TO Contractor shall have an annual audit performed by an independent audit firm of the TO Contractor's handling Sensitive Data and/or the Department's critical functions. Critical functions are identified as all aspects and functionality of the System including any add-on modules and shall address all areas relating to Information Technology security and operational processes. These services provided by the TO Contractor that shall be covered by the audit will collectively be referred to as the "Information Functions and/or Processes." Such audits shall be performed in accordance with audit guidance: Reporting on Controls at a Service Organization Relevant to Security, Availability, Confidentiality, or Privacy (SOC 2) as published by the American Institute of Certified Public Accountants (AICPA) and as updated from time to time, or according to the most current audit guidance promulgated by the AICPA or similarly-recognized professional organization, as agreed to by the Department, to assess the security of outsourced client functions or data (collectively, the "Guidance") as follows:
- A. The type of audit to be performed in accordance with the Guidance is a SOC 2 Type 2 Audit (referred to as the "SOC 2 Audit" or "SOC 2 Report"). The initial SOC 2 audit shall be scheduled and completed within a timeframe to be specified by the State and submitted to the TO Manager. All subsequent SOC 2 audits that are arranged after this initial audit shall be performed on an annual basis and submitted to the TO Manager by the reoccurring annual date" for the preceding calendar year.
 - B. The SOC 2 Audit shall report on TO Contractor's system(s) and suitability of the design and operating effectiveness of controls over the Information Functions and/or Processes to meet the requirements of the TO Agreement, including the Security Requirements identified in **Section 3.7**, relevant to the following trust principles: Security and Confidentiality as defined in the aforementioned Guidance.
 - C. The audit scope of each year's SOC 2 Report may need to be adjusted (including the inclusion or omission of the relevant trust services principles of Security, Availability, Confidentiality, Processing Integrity, and Privacy) to accommodate any changes to the TO Contractor's environment since the last SOC 2 Report. Such changes may include but are not limited to the addition of Information Functions and/or Processes through modifications to the TO Agreement or due to changes in Information Technology or operational infrastructure implemented by the TO Contractor. The TO Contractor shall ensure that the audit scope of each year's SOC 2 Report engagement shall accommodate these changes by including in the SOC 2 Report all appropriate controls related to the current environment supporting the Information Functions and/or Processes, including those controls required by the TO Agreement.
 - D. The scope of the SOC 2 Report shall include work performed by any Relevant Subcontractor/subcontractors that provide essential support to the TO Contractor and/or essential support to the Information Functions and/or Processes provided to the Department under the TO Agreement. The TO Contractor shall ensure the audit includes all such subcontractor(s) operating in the performance of the TO Agreement.
 - E. All SOC 2 Audits, including those of the TO Contractor, shall be performed at no additional expense to the Department.
 - F. The TO Contractor shall promptly provide a complete copy of the final SOC 2 Report(s) to the TO Manager upon completion of each annual SOC 2 Audit engagement.
 - G. The TO Contractor shall provide to the TO Manager, within 30 calendar days of the issuance of each SOC 2 Report, a documented corrective action plan which addresses each audit finding or exception contained in a SOC 2 Report. The corrective action plan

shall identify in detail the remedial action to be taken by the TO Contractor along with the date(s) when each remedial action is to be implemented.

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

3.9.3 Provisions in Sections 3.9.1 – 3.9.2 shall survive expiration or termination of the TO Agreement. Additionally, the TO Contractor shall flow down the provisions of Sections 3.9.1-3.9.2 (or the substance thereof) in all subcontracts.

3.10 Performance and Personnel

3.10.1 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the Task Order:

- A. **TO Procurement Officer** – The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement.
- B. **TO Manager** - The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement, administrative functions, including issuing written directions, and for ensuring compliance with the terms and conditions of the CATS+ Master Contract.

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

- C. **TO Contractor** – The TO Contractor is the CATS+ Master Contractor awarded this Task Order. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- D. **TO Contractor Manager** – The TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolution of any issues that may arise pertaining to the TO Contractor Personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.
- E. **TO Contractor Personnel** – Any official, employee, agent, Subcontractor, or

Subcontractor agents of the TO Contractor who is involved with the Task Order over the course of the Task Order period of performance. The TO Contractor shall provide the following types of staff at a minimum:

- i) Program Manager
- ii) Help Desk Support Specialist
- iii) Quality Assurance Specialist
- iv) Senior Support Technician
- v) Programmers
- vi) Database Manager

- F. **Key Personnel** – A subset of TO Contractor Personnel whose departure during the performance period, will, in the State’s opinion, have a substantial negative impact on Task Order performance. Key Personnel proposed as part of the TO Proposal shall start as of TO Agreement issuance unless specified otherwise in this TORFP or the Offeror’s TO Technical Proposal. Key Personnel may be identified after Task Order award.
- G. **Stakeholders** - The stakeholders of this TORFP are the USDA and staff of the state offices and local agencies of the Maryland, US Virgin Islands and Delaware WIC Programs.

3.10.2 Offeror Experience

The Offeror shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables as described.

The Offeror’s technical proposal shall demonstrate the following experience and will be evaluated as part of the TO Technical Proposal (see the Offeror experience, capability and references evaluation factor from **Section 6.2**):

- A. The Master Contractor’s technical proposal shall demonstrate meeting the following: The TO Contractor shall have at least ten (10) years successful experience supporting an online web-based application;
- B. The TO Contractor shall have serviced one (1) project in the last 10 years for a program the size of the Maryland WIC Program, or larger;
- C. The TO Contractor shall have completed one (1) application support similar in complexity as the Maryland WOW system with at least 300 screens.
- D. 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 TO 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 individuals throughout the life of the contract.
- E. TO Contractor Personnel shall be able to work in a highly collaborative environment to create extensible, high quality components. This can be demonstrated by submitting prior projects and references from collaborators on each project.
- F. 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 Senior Computer Programmer(s).

3.11 TO Contractor and Personnel Required Qualifications

The following qualifications are expected and will be evaluated as part of the technical proposal.

3.11.1 Senior Support Technician

The TO Contractor shall provide a Senior Support Technician within 60 calendar days of NTP Date.

Responsibilities Include:

- 3.11.1.1 The Senior Support Technician shall be assigned tasks by the TO Manager or designee (e.g., the Maryland WIC Help Desk Supervisor).
- 3.11.1.2 The Senior Support Technician shall focus on personal computer configuration, network configuration, problem analysis, troubleshooting, and problem resolution.
- 3.11.1.3 The exact nature of additional Senior Support Technician duties will be decided by the TO Manager in cooperation with the TO Contractor during the TO Agreement period. It may include, but not be limited to:
 - A. The Senior Support Technician shall perform additional tasks that 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.
 - B. The Senior Support Technician may be responsible for installation, replacement or troubleshooting of equipment located in local WIC agencies throughout the State of Maryland and Delaware.
 - C. The Senior Support Technician may be responsible for performing daily system log reviews, ensuring backups are successful, ensuring operating system updates are installed, and performing other related tasks.

3.11.2 Junior Support Technician

The Senior and Junior Support Technician shall possess the following:

- 3.11.2.1 Have a minimum of five (5) years of the following experience:
 - 3.11.2.1.1 Providing Help desk support, complex personal computer and server problem analysis and resolution and network troubleshooting;
 - 3.11.2.1.2 Microsoft operating system support for end-user computer hardware, software and applications (e.g. Microsoft Windows 2003, 2007, and 2010);
 - 3.11.2.1.3 Microsoft Server 2003 and 2008 installation and support;
 - 3.11.2.1.4 Microsoft IIS and related web-based system installation and support;
 - 3.11.2.1.5 Help desk support and troubleshooting;
 - 3.11.2.1.6 Microsoft Server 2003 and 2008 as well as web accelerator network engineering; and
 - 3.11.2.1.7 Microsoft Office Suite.
- 3.11.2.2 The Junior Support Technician shall perform all tasks at the direction of the Program Manager and Senior Support Technician. These tasks may include assisting 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. They may also be responsible for installation, replacement or troubleshooting of equipment located in local WIC agencies throughout the State of Maryland and Delaware, and performing daily system log reviews, system backups, installing operating system updates, and performing other related tasks.

3.11.3 Programmers

Programming, development and testing require a strong working knowledge of current and emerging technologies. The Programmers shall possess the following:

3.11.3.1 Have a minimum of three (3) years of experience in:

3.11.3.1.1 Implementation of a multi-tier architecture system; and

3.11.3.1.2 Implementation of client/server and Web based applications.

3.11.3.1.3 Have at least three (3) years of experience using the tools listed below:

- a. Oracle 12g including PL/SQL and stored procedures;
- b. Microsoft Visual Basic .NET web development including Infragistics NetAdvantage;
- c. JavaScript;
- d. Microsoft SourceSafe;
- e. Microsoft Server 2003 and 2008; FTP; IIS; and web accelerators;
- f. Microsoft Office Suite;
- g. Tool for Oracle Application Developers (TOAD);
- h. Adobe Flash and Captivate;
- i. Oracle Developer Suite 12g – Reports Builder; and
- j. Perl.

3.11.3.2 At the direction of the Program Manager or Senior Support Technician, the Programmers may be responsible for developing and testing programming changes in each of the WIC related applications and systems.

3.11.4 Database Manager

The Database Manager shall possess the following qualifications:

3.11.4.1 Have at least five (5) years of experience in:

3.11.4.1.1 Managing a database, including monitoring, data backup and recovery, tuning, and security audits;

3.11.4.1.2 Oracle 12g including PL/SQL and stored procedures and the use of Oracle Dataguard;

3.11.4.1.3 Tool for Oracle Application Developers (TOAD); and

3.11.4.1.4 Microsoft Office Suite

3.11.4.2 At the direction of the Program Manager or Senior Support Technician, the Database Manager may be responsible for managing each database, including monitoring, data-backup and recovery, tuning, and security audits.

3.11.5 Number of Personnel to Propose

As part of the TO Proposal evaluation, Offerors shall propose exactly three (3) Key Personnel who are expected to be available as of the start date specified in the Notice to Proceed (NTP Date). Offerors shall describe in a Staffing Plan how additional resources shall be acquired to meet the needs of the Department. Offerors may generally describe planned positions in a Staffing Plan. Such planned positions may not be used as evidence of fulfilling personnel minimum qualifications.

It is advantageous for the TO Contractor to propose a mix of staff with WIC Program and WIC systems experience that address this need.

3.11.6 Key Personnel Identified

- A. For the Task Order, the following positions to be identified in the TO Technical Proposal will be considered Key Personnel and shall be required to perform the tasks listed below.
- 1) Program Manager
 - a) The Program Manager shall serve as the Project Manager (PM) who directs controls, administers, and oversees the daily activities of all resources within the TO Contractor team.
 - b) The PM shall be responsible for ensuring the TO Contractor's efforts meet the Programs' requirements and ensuring that required deliverables are completed as scheduled.
 - c) The PM shall manage, direct, and oversee the team to ensure work plans are followed and delivered on schedule.
 - d) The PM shall prepare status reports, manage and monitor project plans, and provide updates as necessary to the TO Manager.
 - e) The PM shall meet with WIC Program staff, Local Department Directors, vendor community, and other staff as needed to resolve issues affecting work efforts.
 - f) The PM 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, US Virgin Islands or Delaware WIC Programs must be approved and coordinated by the TO Manager.
 - 2) Help Desk Support Specialist (Senior)
 - a) The Help Desk Support Specialist shall provide Level II support to end-users with assistance and answers to system functionality and use. Items, which cannot be resolved by WIC Help Desk staff that provide Level I support, shall be referred to the Help Desk Support Specialist.
 - b) The Help Desk Support Specialist shall create, update, close, and follow-up with end-users on the State's Help Desk tracking tickets.
 - c) The Help Desk Support Specialist shall also be responsible for identifying items requiring program modifications and tracking them in the Problem Tracking database.
 - d) The Help Desk Support Specialist shall work closely with Help Desk staff, the PM and TO Manager to resolve issues pertaining to Maryland, US Virgin Islands and Delaware WIC Programs.
 - e) 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.
 - f) The Help Desk Support Specialist shall have at least five (5) years of experience in the use of Microsoft Office Suite.

- g) The Help Desk Support Specialist shall be familiar with researching data irregularities and integrity using Tool for Oracle Application Developers (TOAD).
- 3) Quality Assurance Specialist
- a) The Quality Assurance Specialist shall plan, construct, and execute test plans such as System, Load, Stress, and Network Tests to ensure current and planned system changes perform to specification.
 - b) The Quality Assurance Specialist shall ensure that tests are executed appropriately in the development and release cycle.
 - c) The Quality Assurance Specialist shall identify, and track defects found in the testing process.
 - d) The Quality Assurance Specialist shall retest code as necessary to ensure defects are resolved.
 - e) The Quality Assurance Specialist shall participate with end-users in the development of proposed system changes through the User Acceptance Test phase to answer questions and provide support and work closely with Programmers to resolve system defects.
 - f) 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.
 - g) The Quality Assurance Specialist shall prepare clear, concise, accurate, and effective written documentation, including preparing project planning documents, functional requirements, general system design documents, detailed system design documents, communication materials, user documentation, and training materials.
 - h) The Quality Assurance Specialist shall coordinate, schedule, and deliver training materials and sessions to a diverse population throughout the state.
 - i) The Quality Assurance Specialist shall prepare on-line documentation and electronic (on-line) training materials.
 - j) The Quality Assurance Specialist shall be proficient in the use of Microsoft Office Suite.
 - k) The Quality Assurance Specialist shall research data irregularities and integrity using TOAD.

3.11.7 Labor Categories

- A. The Labor Categories are identified and described below. To be responsive to this TORFP, Offerors must be capable of providing and meeting the minimum qualifications for all the labor categories listed. Offerors shall submit a TO Financial Proposal Form (**Attachment B**) that provides labor rates for all labor categories for all Task Order years (initial term and any option periods). Actual resumes shall be provided for Key Personnel as described in **Section 3.11.5** and for other Proposed Personnel as described in **Sections 3.11.1** through **3.11.4**. Resumes for resources provided later shall be coordinated by the TO Manager per the TO Technical Proposal and, if requested in a Work Order, shall be governed by the Work Order process.

- B. Each Labor Category includes Titles, Position Description, Education and Experience (General and Specialized).
- C. Education and experience described below constitute the minimum qualifications for candidates proposed in response to a TORFP. All experience required must have occurred within the most recent ten (10) years.
- D. TO Contractor Staffing
 - 1) Senior Support Technician
 - a) The Senior Support Technician shall be located at the Maryland State Office Building.
 - b) The Senior Support Technician shall become familiar within one (1) month with WIC clinic operations, operations of the WOW system, and the technical environment in order to handle troubleshooting activities.
 - c) The Senior 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 this TORFP.
 - 2) Programmers
 - a) TO Contractor-furnished Programmers shall serve as the application developers responsible for the analysis, design, coding, and component and assembly testing of all application code owned.
 - b) The Programmers shall be involved in the maintenance, enhancement, and development of application code and processes.
 - c) The Programmers shall participate in all code reviews and technical walkthroughs with WIC Technical staff as scheduled by the TO Manager.
 - d) The Programmers shall use design and debugging tools to develop and document code using existing standards.
 - e) The Programmers shall create and maintain technical documentation as required by standards and policies.
 - f) The Programmers shall perform Unit Testing.
 - g) The Programmers shall work with WIC Program staff, other vendors, both technical and functional, and other stakeholders to ensure design and code meets the defined requirements and standards.
 - h) The Programmers shall provide programming, development and testing.
 - 3) Database Manager
 - a) 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.
 - b) The Database Manager may be responsible for the development and implementation of database back-up and recovery procedures, and ensuring that data integrity, security and recoverability are built into the WOW application.

3.11.8 Substitution of Education for Experience

A Bachelor's Degree or higher may be substituted for the general and specialized experience for those labor categories requiring a High School Diploma. A Master's Degree may be substituted for two years of the general and specialized experience for those labor categories requiring a Bachelor's Degree. Substitution shall be reviewed and approved by the State at its discretion.

3.11.9 Substitution of Experience for Education

Substitution of experience for education may be permitted at the discretion of the State.

3.11.10 Substitution of Professional Certificates for Experience:

Professional certification (e.g., Microsoft Certified Solutions Expert, SQL Certified Database Administrator) may be substituted for up to two (2) years for general and specialized experience at the discretion of the State.

3.11.11 TO Contractor Personnel Maintain Certifications

Any TO Contractor Personnel provided under this TORFP shall maintain in good standing any required professional certifications for the duration of the TO Agreement. Computer technology and software products continuously change. The TO Contractor must ensure continuing education opportunities for personnel provided. This education would be associated with the technologies currently utilized by MDH or anticipated to be implemented by MDH in the near future. With the TO Manager's prior written approval, the time allocated to these continuing education activities for staff deployed to MDH on a full-time basis may be charged to this TO Agreement. Actual course costs, travel, and related expenses are the responsibility of the TO Contractor.

3.11.12 Work Hours

- A. **Business Hours Support:** TO Contractor shall assign TO Contractor Personnel to support Normal State Business Hours (see definition in **Appendix 1**), Monday through Friday except for State holidays observed by MDH.
- B. TO Contractor Personnel may also be required to provide occasional support outside of normal State Business Hours, including evenings, overnight, and weekends, to support specific efforts and emergencies, such as to resolve system repair or restoration. Hours performing activities would be billed on an actual time worked basis at the rates proposed.
- C. **State-Mandated Closings:** TO Contractor Personnel shall be required to participate in any State-mandated closings. In this event, the TO Contractor will be notified in writing by the TO Manager of these details.
- D. **Minimum and Maximum Hours:** Full-time TO Contractor Personnel shall work 40 hours per week with starting and ending times as approved by the TO Manager. A flexible work schedule may be used with TO Manager approval, including time to support any efforts outside core business hours. TO Contractor Personnel may also be requested to restrict the number of hours TO Contractor personnel can work within a given period of time that may result in less than an eight-hour day or less than a 40-hour work week.
- E. **Vacation Hours:** Requests for leave shall be submitted to the TO Manager at least two weeks in advance. The TO Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.

3.12 Substitution of Personnel

3.12.1 Directed Personnel Replacement

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

3.12.2 Substitution Prior to and 30 Days after Task Order Execution

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

3.12.3 Substitution More Than 30 Days after Task Order Execution

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

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

3.13 Minority Business Enterprise (MBE) Reports

3.13.1 MBE PARTICIPATION REPORTS

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

3.13.1.1 Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS+ Master Contract.

A. The TO Contractor shall submit the following reports by the 15th of each month to the Department at the same time the invoice copy is sent:

- 1) A Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment D-4A) listing any unpaid invoices, over 45 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made; and
- 2) (If Applicable) An MBE Prime Contractor Report (Attachment D-4B) identifying an MBE prime's self-performing work to be counted towards the MBE participation goals.

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

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

3.14 Veteran Small Business Enterprise (VSBE) Reports

There is no VSBE Goal for this Task Order.

3.15 Work Orders

- A. Additional services or resources will be provided via a Work Order process. Work shall not begin in advance of a fully executed Work Order. A Work Order may be issued for time and materials (T&M) pricing. T&M Work Orders will be issued in accordance with pre-approved Labor Categories with the fully loaded rates proposed in **Attachment B**.
- B. The TO Manager shall e-mail a Work Order Request (See sample at <http://doit.maryland.gov/contracts/Documents/CATSPlus/CATS+WorkOrderSample.pdf>)

- f) to the TO Contractor to provide services or resources that are within the scope of this TORFP. The Work Order Request will include:
- 1) Technical requirements and description of the service or resources needed
 - 2) Performance objectives and/or deliverables, as applicable
 - 3) Due date and time for submitting a response to the request, and
 - 4) Required place(s) where work must be performed
 - 5) Other specific information as requested from the TO Contractor
- C. The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
- 1) A response that details the TO Contractor's understanding of the work;
 - 2) A price to complete the Work Order Request using the format provided using the format provided (see online sample).
 - 3) A description of proposed resources required to perform the requested tasks, with labor categories listed in accordance with Attachment B.
 - 4) An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks.
 - 5) State-furnished information, work site, and/or access to equipment, facilities, or personnel
 - 6) The proposed personnel resources, including any subcontractor personnel, to complete the task.
- D. For a T&M Work Order, the TO Manager will review the response and will confirm the proposed labor rates are consistent with this TORFP. For a fixed price Work Order, the TO Manager will review the response and will confirm the proposed prices are acceptable.
- E. The TO Manager may contact the TO Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the TO Procurement Officer for a determination of compliance with the TO Agreement and a determination whether a change order is appropriate. Written TO Procurement Officer approval is required before Work Order execution by the State.
- F. Proposed personnel on any type of Work Order shall be subject to Department approval. The TO Contractor shall furnish resumes of proposed personnel specifying the labor category (ies) proposed. The TO Manager shall have the option to interview the proposed personnel and, in the event of an interview or not, shall notify the TO Contractor of acceptance or denial of the personnel.
- G. Performance of services under a Work Order shall commence consistent with an NTP issued by the TO Manager for such Work Order.

3.16 Additional Clauses

The TO Contractor shall be subject to the requirements in this section and shall flow down the provisions of **Sections 3.16.1 – 3.16.6** (or the substance thereof) in all subcontracts.

3.16.1 TORFP Subject to CATS+ Master Contract

In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and

conditions contained in the CATS+ RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments, including but not limited to:

- A. Custom Software, Custom Source Code, Data;
- B. Hardware and software costs procured as part of the TORFP cannot exceed 49 percent of the total Task Order value;
- C. Material costs shall be passed through with no mark-up by the TO Contractor;
- D. Non-Visual Access
- E. By responding to this TORFP and accepting a Task Order award, an Offeror specifically agrees that for any software, hardware or hosting service that it proposes for use by the State in response to this TORFP, the State will have the right to purchase from another source, instead of from the selected Offeror.

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

3.16.3 Contract Management Oversight Activities

- A. DoIT is responsible for contract management oversight on the CATS+ Master Contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of Task Orders under CATS+. This process typically applies to active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS+ Task Orders are subject to review.
- B. A sample of the TO Contractor Self-Reporting Checklist is available on the CATS+ website at <http://doit.maryland.gov/contracts/Documents/CATSPlus/CATS+Self-ReportingChecklistSample.pdf>. DoIT may send initial checklists out to applicable/selected TO Contractors approximately three months after the award date for a Task Orders. The TO Contractor shall complete and return the checklist as instructed on the form. Subsequently, at six (6) month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

3.16.4 Source Code Escrow

Source Code Escrow does not apply to this Task Order.

3.16.5 Purchasing and Recycling Electronic Products

This section does not apply to this solicitation.

3.16.6 No-Cost Extensions

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

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4 TORFP Instructions

4.1 TO Pre-Proposal Conference

- 4.1.1 A TO pre-proposal Conference will be held at the date, time, and location indicated on the Key Information Summary Sheet.
- 4.1.2 Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their proposals.
- 4.1.3 Following the Conference, the attendance record and summary of the Conference will be distributed via e-mail to all Master Contractors known to have received a copy of this TORFP.
- 4.1.4 Attendees should bring a copy of the solicitation and a business card to help facilitate the sign-in process.
- 4.1.5 In order to assure adequate seating and other accommodations at the Conference, please e-mail the Pre-Proposal Conference Response Form (Attachment A) no later than the time and date indicated on the form. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please notify the TO Procurement Officer at least two (2) Business Days prior to the Conference date. The Department will make a reasonable effort to provide such special accommodation.
- 4.1.6 Seating at the Conference will be limited to two (2) attendees per company.

4.2 Questions

- 4.2.1 All questions shall identify in the subject line the Solicitation Number and Title 19-18016 - Women, Infants, and Children (WIC) on the Web (WOW) System Support and shall be submitted in writing via e-mail to the TO Procurement Officer no later than the date and time specified the Key Information Summary Sheet.
- 4.2.2 Answers to all questions that are not clearly specific only to the requestor will be provided to all Master Contractors who are known to have received a copy of the TORFP.
- 4.2.3 The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the Department unless it issues an amendment in writing.

4.3 TO Proposal Due (Closing) Date and Time

- 4.3.1 TO Proposals, in the number and form set forth in **Section 5 TO Proposal Format**, must be received by the TO Procurement Officer no later than the TO Proposal due date and time indicated on the Key Information Summary Sheet in order to be considered.
- 4.3.2 Requests for extension of this date or time shall not be granted.
- 4.3.3 Offerors submitting TO Proposals should allow sufficient delivery time to ensure timely receipt by the TO Procurement Officer. Except as provided in COMAR 21.05.03.02.F and 21.05.02.10, TO Proposals received after the due date and time listed in the Key Information Summary Sheet will not be considered.
- 4.3.4 The date and time of an e-mail submission is determined by the date and time of arrival in the e-mail address indicated on the Key Information Summary Sheet.
- 4.3.5 TO Proposals may be modified or withdrawn by written notice received by the TO Procurement Officer before the time and date set forth in the Key Information Summary Sheet for receipt of TO Proposals.

4.4 Award Basis

Based upon an evaluation of TO Proposal responses as provided in **Section 6.4**, below, a Master Contractor will be selected to conduct the work defined in **Sections 2 and 3**. A specific TO Agreement, **Attachment M**, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the TO Financial Proposal.

4.5 Oral Presentation

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

4.5.2 All Offerors meeting minimum qualifications shall participate in interviews, which are a type of oral presentation. All candidates shall be interviewed in substantially the same manner. The TO Procurement Officer shall, for each round of interviews, determine whether phone or in-person interviews will be utilized. At the TO Procurement Officer's discretion, interviews may be conducted via the internet (e.g., Skype, GotoMeeting, WebEx) in lieu of in-person interviews.

4.6 Limitation of Liability

The TO Contractor's liability is limited in accordance with the Limitations of Liability section of the CATS+ Master Contract. TO Contractor's liability for this TORFP is limited to two (2) times the total TO Agreement amount.

4.7 MBE Participation Goal

4.7.1 A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation at the time of TO Proposal submission (See **Attachment D** Minority Business Enterprise Forms). **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time of TO Proposal submission will result in the State's rejection of the Master Contractor's TO Proposal.**

4.7.2 In 2014, Maryland adopted new regulations as part of its Minority Business Enterprise (MBE) program concerning MBE primes. Those new regulations, which became effective June 9, 2014 and are being applied to this task order, provide that when a certified MBE firm participates as a prime contractor on a contract, an agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own forces toward fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract. Please see the attached MBE forms and instructions.

4.8 VSBE Goal

There is no VSBE participation goal for this procurement.

4.9 Living Wage Requirements

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

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

4.10 Federal Funding Acknowledgement

- 4.10.1** There are programmatic conditions that apply to this TO Agreement due to federal funding (see **Attachment G**).
- 4.10.2** The total amount of federal administrative funds allocated for the Maryland WIC Program is \$35,899,593 in Maryland State fiscal year 2017. This represents 31% of all funds budgeted for the unit in that fiscal year. This does not necessarily represent the amount of funding available for any particular grant, contract, or solicitation.
- 4.10.3** The TO Agreement contains federal funds. The source of these federal funds is the United States Department of Agriculture (USDA). The CFDA number is: 10.557. The conditions that apply to all federal funds awarded by the Department are contained in Federal Funds **Attachment G**. Any additional conditions that apply to this particular federally-funded contract are contained as supplements to Federal Funds **Attachment G** and Offerors are to complete and submit these Attachments with their TO Proposals as instructed in the Attachments. Acceptance of this agreement indicates the Offeror's intent to comply with all conditions, which are part of the TO Agreement.

4.11 Conflict of Interest Affidavit and Disclosure

- 4.11.1** Offerors shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment H**) and submit it with their Proposals. All Offerors are advised that if a TO Agreement is awarded as a result of this solicitation, the TO Contractor's Personnel who perform or control work under this TO Agreement and each of the participating subcontractor personnel who perform or control work under this TO Agreement shall be required to complete agreements substantially similar to Attachment H, conflict of interest Affidavit and Disclosure.
- 4.11.2** If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject an Offeror's TO Proposal under COMAR 21.06.02.03B.
- 4.11.3** Master Contractors should be aware that the State Ethics Law, Md. Code Ann., General Provisions Article, Title 5, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.
- 4.11.4** By submitting a Conflict of Interest Affidavit and Disclosure, the Offeror shall be construed as certifying all TO Contractor Personnel and Subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.

4.12 Non-Disclosure Agreement

4.12.1 Non-Disclosure Agreement (Offeror)

Certain documentation may be available for potential Offerors to review at a reading room at MDH's address as listed in the Key Information Summary Sheet. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of **Appendix 4**. Please contact the TO Procurement Officer to schedule an appointment.

4.12.2 Non-Disclosure Agreement (TO Contractor)

All Offerors are advised that this solicitation and any TO Agreement(s) are subject to the terms of the Non-Disclosure Agreement (NDA) contained in this solicitation as **Attachment I**. This Agreement must

be provided within five (5) Business Days of notification of recommended award; however, to expedite processing, it is suggested that this document be completed and submitted with the TO Proposal.

4.13 HIPAA - Business Associate Agreement

4.13.1 Based on the determination by the Department that the functions to be performed in accordance with this solicitation constitute Business Associate functions as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the recommended awardee shall execute a Business Associate Agreement as required by HIPAA regulations at 45 C.F.R. §164.500 et seq. and set forth in **Attachment J**. This Agreement must be provided as identified in **Table 1 of Section 7 – Exhibits and Attachments**. However, to expedite processing, it is suggested that this document be completed and submitted with the TO TECHNICAL PROPOSAL. Should the Business Associate Agreement not be submitted upon expiration of the five (5) Business Day period as required by this solicitation, the TO Procurement Officer, upon review of the Office of the Attorney General and approval of the Secretary, may withdraw the recommendation for award and make the award to the responsible Offeror with the next highest overall-ranked TO Proposal.

4.13.2 Compliance with Federal HIPAA and State Confidentiality Law

- A. The TO Contractor acknowledges its duty to become familiar with and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. § 1320d et seq., and implementing regulations including 45 C.F.R. Parts 160 and 164. The TO Contractor also agrees to comply with the Maryland Confidentiality of Medical Records Act (MCMRA), Md. Code Ann. Health-General §§ 4-301 et seq. This obligation includes:
 - 1) As necessary, adhering to the privacy and security requirements for protected health information and medical records under HIPAA and MCMRA and making the transmission of all electronic information compatible with the HIPAA requirements;
 - 2) Providing training and information to Contractor Personnel regarding confidentiality obligations as to health and financial information and securing acknowledgement of these obligations from Contractor Personnel to be involved in the TO Agreement; and
 - 3) Otherwise providing good information management practices regarding all health information and medical records.
- B. Based on the determination by the Department that the functions to be performed in accordance with the scope of work set forth in the solicitation constitute business associate functions as defined in HIPAA, the TO Contractor shall execute a business associate agreement as required by HIPAA regulations at 45 C.F.R. 164.501 and in the form as required by the Department.
- C. “Protected Health Information” as defined in the HIPAA regulations at 45 C.F.R. 160.103 and 164.501, means information transmitted as defined in the regulations, that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual, or to the past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

4.14 Proposal Affidavit

A TO Proposal submitted by the Offeror must be accompanied by a completed Proposal Affidavit. A copy of this Affidavit is included as **Attachment C** of this TORFP.

4.15 Mercury and Products That Contain Mercury

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

4.16 Location of the Performance of Services Disclosure

The Offeror is required to complete the Location of the Performance of Services Disclosure. A copy of this Disclosure is included as **Attachment L**. The Disclosure must be provided with the TO Proposal.

4.17 Department of Human Services (DHS) Hiring Agreement

This solicitation does not require a DHS Hiring Agreement.

4.18 Small Business Reserve (SBR) Set-Aside

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

4.19 Bonds

This solicitation does not require bonds.

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5 TO Proposal Format

5.1 Required Response

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

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

5.2 Two Part Submission

Offerors shall submit TO Proposals in separate volumes:

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

5.3 TO Proposal Packaging and Delivery

5.3.1 TO Proposals delivered by e-mail or facsimile shall not be considered.

5.3.2 Provide no pricing information in the TO Technical Proposal. Provide no pricing information on the media submitted in the TO Technical Proposal.

5.3.3 Offerors may submit TO Proposals by hand or by mail as described below to the address provided in the Key Information Summary Sheet.

- A. For U.S. Postal Service deliveries, any TO Proposal that has been received at the appropriate mailroom, or typical place of mail receipt, for the respective procuring unit by the time and date listed in the TORFP will be deemed to be timely. If an Offeror chooses to use the U.S. Postal Service for delivery, the Department recommends that it use Express Mail, Priority Mail, or Certified Mail only as these are the only forms for which both the date and time of receipt can be verified by the Department. An Offeror using first class mail will not be able to prove a timely delivery at the mailroom, and it could take several days for an item sent by first class mail to make its way by normal internal mail to the procuring unit.
- B. Hand-delivery includes delivery by commercial carrier acting as agent for the Offeror. For any type of direct (non-mail) delivery, Offerors are advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery.

5.3.4 The TO Procurement Officer must receive all Technical and TO Financial Proposal material by the TORFP due date and time specified in the Key Information Summary Sheet. Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, TO Proposals received by the TO Procurement Officer after the due date will not be considered.

5.3.5 Two Part Submission: Offerors shall provide their TO Proposals in two separately sealed and labeled packages as follows:

- A. TO Technical Proposal consisting of:
 - 1) One (1) original executed TO Technical Proposal and all supporting material marked and sealed,

- 2) Five (5) duplicate copies of the above separately marked and sealed,
- 3) an electronic version of the TO Technical Proposal in Microsoft Word format, version 2007 or greater,
- 4) the TO Technical Proposal in searchable Adobe PDF format, and
- 5) a second searchable Adobe PDF copy of the TO Technical Proposal, redacted in accordance with confidential and/or proprietary information removed (see **Section 5.4.2.H**).

B. TO Financial Proposal consisting of:

- 1) One (1) original executed TO Financial Proposal and all supporting material marked and sealed,
- 2) Five (5) duplicate copies of the above separately marked and sealed,
- 3) an electronic version of the TO Financial Proposal in searchable Adobe PDF format.
- 4) a second searchable Adobe pdf copy of the TO Financial Proposal, redacted in accordance with confidential and/or proprietary information removed (see **Section 5.4.2.H**).

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

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

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

5.4 Volume I - TO Technical Proposal

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

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

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

A. Proposed Services:

- 1) Executive Summary: A one-page summary describing the Offeror's understanding of the TORFP scope of work (**Sections 2-3**) and proposed solution.
- 2) Proposed Solution: A more detailed description of the Offeror's understanding of

the TORFP scope of work, proposed methodology and solution. The proposed solution shall be organized to exactly match the requirements outlined in Sections 2-3.

- 3) Draft Work Breakdown Structure (WBS): A matrix or table that shows a breakdown of the tasks required to complete the requirements and deliverables in Sections 2-3. 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, for example, independent quality assurance tasks. If the WBS appears as a deliverable in Sections 2-3, the deliverable version will be a final version. Any subsequent versions shall be approved through a formal configuration or change management process.
- 4) Draft Project or Work Schedule: A Gantt or similar chart containing tasks and estimated time frames for completing the requirements and deliverables in Sections 2-3. The final schedule should come later as a deliverable under the TO after the TO Contractor has had an opportunity to develop realistic estimates. The Project or Work Schedule may include tasks to be performed by the State or third parties.
- 5) Draft Risk Assessment: Identification and prioritization of risks inherent in meeting the requirements in Section 3 - Scope of Work. Includes a description of strategies to mitigate risks. If the Risk Assessment appears as a deliverable in Sections 2-3, that version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.
- 6) Assumptions: A description of any assumptions formed by the Offeror in developing the TO Technical Proposal.
- 7) Tools the Master Contractor owns, i.e. hardware or software applications, and proposes for use to meet any requirements in Sections 2-3.
- 8) The Offeror shall identify the location(s) from which it proposes to provide services, including, if applicable, any current facilities that it operates, and any required construction to satisfy the State's requirements as outlined in this TORFP.
- 9) The Offeror shall provide a Backup solution/ strategy recommendation as part of it's TO Proposal.
- 10) Disaster Recovery and Security Model description - For hosted services, the Offeror shall include its DR strategy, and for on premise, a description of a recommended DR strategy.
- 11) The Offeror shall include a deliverable description and schedule describing the proposed Deliverables as mapped to the State SDLC and the Deliverables table in Section 2.4.4. The schedule shall also detail proposed submission due date/frequency of each recommended Deliverable.
- 12) The Offeror shall indicate intended compliance with the SLA's in its TO Proposal as identified in Section 2.6.

B. Proposer Information Sheet and Transmittal Letter

The Offeror Information Sheet (see **Appendix 2**) and a Transmittal Letter shall accompany the TO Technical Proposal. The purpose of the Transmittal Letter is to transmit the TO Proposal and acknowledge the receipt of any addenda to this TORFP issued before the TO Proposal due date and time. Transmittal Letter should be brief, be

signed by an individual who is authorized to commit the Offeror to its TO Proposal and the requirements as stated in this TORFP and contain acknowledgement of all addenda to this TORFP issued before the TO Proposal due date.

C. Minimum Qualifications Documentation (If applicable)

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

D. Proposed Personnel and TORFP Staffing

Offeror shall propose exactly three (3) Key Personnel in response to this TORFP. Offeror shall:

- 1.) Identify the qualifications and types of staff proposed to be utilized under the Task Order. The Offeror shall describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities, including any staff of proposed subcontractor(s), as detailed in the Work Plan.
- 2.) Complete and provide for each proposed resource **Appendix 3A** Minimum Qualifications Summary and **Appendix 3B** Personnel Resume Form.
- 3.) Provide evidence proposed personnel possess the required certifications in accordance with **Section 1.1** Offeror Personnel Minimum Qualifications.
- 4.) Provide three (3) references per proposed Key Personnel containing the information listed in **Appendix 3B**.
- 5.) Writing Sample as identified in Section 1.1 Minimum Qualifications.
- 6.) Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources in addition to the personnel requested in this TORFP, and how the TO Contractor Personnel shall be managed. Include:
 - a. Planned team composition by role (**Important! Identify specific names and provide history only for the proposed resources required for evaluation of this TORFP**).
 - b. Process and proposed lead time for locating and bringing on board resources that meet the Task Order needs.
 - c. Supporting descriptions for all labor categories proposed in response to this TORFP.
 - d. Description of approach for quickly substituting qualified personnel after start of the Task Order.
- 7.) Provide the names and titles of the Offeror's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.

E. Subcontractors

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

F. Overall Offeror team organizational chart

Provide an overall team organizational chart with all team resources available to fulfill the Task Order scope of work.

G. Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide up to three examples of engagements or contracts the Master Contractor or Subcontractor, if applicable, has completed that were similar to the requested

scope of work. Include contact information for each client organization complete with the following:

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

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

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

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

H. References (Submit under TAB G)

- 1) Provide at least three (3) references from customers who are capable of documenting the Offeror's ability to provide the goods and services specified in this TORFP. References used to meet any Minimum Qualifications (see TORFP Section 1) may be used to meet this request. Each reference shall be from a client for whom the Offeror has provided goods and services within the past five (5) years and shall include the following information:
 - a) Name of client organization;
 - b) Name, title, telephone number, and e-mail address, if available, of point of contact for client organization; and
 - c) Value, type, duration, and description of goods and services provided.
- 2) The Department reserves the right to request additional references or utilize references not provided by the Offeror. Points of contact must be accessible and

knowledgeable regarding Offeror performance.

I. State Assistance

Provide an estimate of expectation concerning participation by State personnel.

H. Confidentiality

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

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

J. Additional Submissions

1) Attachments and Exhibits:

- a) All forms required for the TO Technical Proposal are identified in **Table 1 of Section 7** – Exhibits and Attachments. Unless directed otherwise by instructions within an individual form, complete, sign, and include all required forms in the TO Technical Proposal.
- b) No attachment forms shall be altered. Signatures shall be clearly visible.

2. Offerors shall furnish with their Technical TO Proposal any and all agreements the Offeror expects the State to sign or to be subject to in connection with or in order to use the Offeror's services under this Task Order Agreement, including but not limited to software license agreement(s), end user license agreement(s), AUP. This includes the complete text of all agreements referenced or incorporated in primary documents (i.e., links to the relevant agreements are not allowed).

2) 3. Any services furnished from third party entities, e.g., resold services, shall include current Letters of Authorization or such other documentation demonstrating the authorization for such services.

3) A Letter of Authorization shall be on the authorizing entity's letterhead or through the authorizing entity's e-mail. Further, each Letter of Authorization shall be less than twelve (12) months old. Each Letter of Authorization or e-mail must provide the following information:

- a) Authorizing entity POC name and alternate for verification
- b) Authorizing entity POC mailing address
- c) Authorizing entity POC telephone number
- d) Authorizing entity POC email address
- e) If available, a Reseller Identifier

5.5 Volume II – TO Financial Proposal

5.5.1 The TO Financial Proposal shall contain all price information in the format specified in **Attachment B** - Financial Proposal Form. The Offeror shall complete the Financial Proposal

Form only as provided in the Financial Proposal Form Instructions and the Financial Proposal Form itself.

- 5.5.2** The TO Financial Proposal shall contain a description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the Financial Proposal Form);
- 5.5.3** **Attachment B**– Financial Proposal Form, with all proposed labor categories including all rates fully loaded. Master Contractors shall list all key resources by approved CATS+ labor categories in the TO Financial Proposal.
- 5.5.4** To be responsive to this TORFP, the Financial Proposal Form shall provide labor rates for all labor categories anticipated for this TORFP. Proposed rates shall not exceed the rates defined in the Master Contract for the Master Contract year(s) in effect at the time of the TO Proposal due date.
- 5.5.5** **Note: Failure to specify a CATS+ labor category in the completed Financial Proposal Form for each proposed resource will make the TO Proposal non-responsive to this TORFP.**
- 5.5.6** Prices shall be valid for 120 days.

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6 Evaluation and Selection Process

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

6.1 Evaluation Committee

Evaluation of TO Proposals will be performed in accordance with COMAR 21.05.03 by a committee established for that purpose and based on the evaluation criteria set forth below. The Evaluation Committee will review TO Proposals, participate in Offeror oral presentations and discussions, and provide input to the TO Procurement Officer. The Department reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

During the evaluation process, the TO Procurement Officer may determine at any time that a particular Offeror is not susceptible for award.

6.2 TO Technical Proposal Evaluation Criteria

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

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

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

- 1) How clearly has the Offeror demonstrated an understanding of the scope of work?
- 2) Based on the description in the technical proposal, how well do the overall capabilities of the Offeror meet the requirements in the TORFP (i.e., size and type of staff, finances, experience, etc.)?
- 3) How sound is the proposed methodology for completing and monitoring delivery of the contract requirements and deliverables?
- 4) How well does the Offeror's proposed work breakdown structure and schedule succeed in meeting the requirements and timeframes of the TORFP?
- 5) How well do the risks and assumptions identified by the Offeror accurately reflect the requirements?
- 6) How sound are the strategies to mitigate the risks?

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

The capability of the proposed resources to perform the required tasks and produce the required deliverables in the TORFP **Sections 2-3**. Capability will be determined from each proposed individual's resume, reference checks, and oral presentation (See **Section 4.5** Oral Presentation). The following questions will be used in aiding evaluation and will be incorporated into the overall assessment of capabilities.

- 1) How well do the proposed personnel meet the qualifications and required

certifications in accordance with Section 1?

- 2) Is the proposed staffing pattern capable of performing the services required and supervising the delivery of quality services?
- 3) How does the Offeror plan to staff the initial requirements and potential resource requests?

6.2.3 Offeror Qualifications and Capabilities, including proposed subcontractors (See TORFP § 5.4.2.G). The following questions will be used in aiding evaluation and will be incorporated into the overall assessment of capabilities.

- 1) Demonstration of how the Offeror plans to staff the initial requirements and potential future resource requests.
- 2) Past performance will be evaluated for relevancy (similar size and scope), recency (within the past five (5) years), and performance feedback (reference checks).
- 3) Demonstration of how the Offeror plans to mitigate any risks?

6.3 TO Financial Proposal Evaluation Criteria

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

6.4 Selection Procedures

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

- A. TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 1 of this TORFP, and quality of responses to **Section 5.4** TO Technical Proposal. Failure to meet the minimum qualifications shall render a TO Proposal not reasonably susceptible for award. The TO Procurement Officer will notify those Offerors who have not been selected to perform the work.
- B. TO Technical Proposals will be evaluated for technical merit and ranked. Oral presentations and discussions may be held to assure full understanding of the State's requirements and of the qualified Offeror's proposals and abilities to perform, and to facilitate arrival at a TO Agreement that is most advantageous to the State.
- C. The Procurement Officer will only open the TO Financial Proposals where the associated TO Technical Proposals have been classified as reasonably susceptible for award.
- D. After review of TO Financial Proposals, TO Financial Proposals for qualified Offerors will be reviewed and ranked from lowest to highest price proposed.
- E. When in the best interest of the State, the TO Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO.
- F. The Procurement Officer shall make a determination recommending award of the TO to the responsible Offeror who has the TO Proposal determined to be the most advantageous to the State, considering price and the evaluation criteria set forth above. In making this selection, the TO Technical Proposal will be given greater weight than the TO Financial Proposal.

All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement

Officer identifying the awardee.

6.5 Documents Required upon Notice of Recommendation for Task Order Award

Upon receipt of a Notification of Recommendation for Task Order award, the apparent awardee shall complete and furnish the documents and attestations as directed in Table 5 of **Section 7 – TORFP Attachments and Appendices**.

Commencement of work in response to a TO Agreement shall be initiated only upon the completed documents and attestations, plus:

- A. Issuance of a fully executed TO Agreement,
- B. Purchase Order, and
- C. by a Notice to Proceed authorized by the TO Procurement Officer. See (see online example at <http://doit.maryland.gov/contracts/Documents/CATSPPlus/CATS+NoticeToProceedSample.pdf>).
- D. Copy of Certificate of Insurance with coverages required by this TORFP.

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7 TORFP ATTACHMENTS AND APPENDICES

Instructions Page

A TO Proposal submitted by an Offeror must be accompanied by the completed forms and/or affidavits identified as “with proposal” in the “When to Submit” column in Table 5 below. All forms and affidavits applicable to this TORFP, including any applicable instructions and/or terms, are identified in the “Applies” and “Label” columns in Table 5.

For documents required as part of the proposal:

- A. For paper submissions, submit two (2) copies of each with original signatures. All signatures must be clearly visible.

All Offerors are advised that if a Task Order is awarded as a result of this solicitation, the successful Offeror will be required to complete certain forms and affidavits after notification of recommended award. The list of forms and affidavits that must be provided is described in Table 5 below in the “When to Submit” column.

For documents required after award, submit three (3) copies of each document within the appropriate number of days after notification of recommended award, as listed in Table 5 below in the “When to Submit” column.

Table 5: TORFP ATTACHMENTS AND APPENDICES

Applies?	When to Submit	Label	Attachment Name
Y	Before TO Proposal	A	Pre-Proposal Conference Response Form
Y	With TO Proposal	B	TO Financial Proposal Instructions and Form
Y	With Proposal	C	Bid/Proposal Affidavit
Y	With Proposal	D	MBE Forms D-1A
Y	10 Business Days after recommended award	D	MBE Forms D-1B, D-1C, D-2, D-3A, D-3B Important: Attachment D-1C, if a waiver has been requested, is also required within 10 days of recommended award.
Y	As directed in forms	D	MBE Forms D-4A, D-4B, D-5
N	With TO Proposal	E	Veteran-Owned Small Business Enterprise (VSBE) Form E-1
Y	With TO Proposal	F	Maryland Living Wage Requirements for Service Task Orders and Affidavit of Agreement
Y	With TO Proposal	G	Federal Funds Attachments
Y	With TO Proposal	H	Conflict of Interest Affidavit and Disclosure
Y	5 Business Days after recommended award	I	Non-Disclosure Agreement (TO Contractor)
Y	5 Business Days after recommended award	J	HIPAA Business Associate Agreement

Applies?	When to Submit	Label	Attachment Name
N	With TO Proposal	K	Mercury Affidavit
Y	With TO Proposal	L	Location of the Performance of Services Disclosure
Y	5 Business Days after recommended award	M	Task Order Agreement
Appendices			
Applies?	When to Submit	Label	Attachment Name
Y	n/a	1	Abbreviations and Definitions
Y	With TO Proposal	2	Offeror Information Sheet
Y	With TO Proposal	3	Labor Classification Personnel Resume Summary (Appendix 3A and 3B)
Y	Before TO Proposal, as directed in the TORFP.	4	Non-Disclosure Agreement (Offeror)
Y	N/A	5	Travel Per Diem
Y	With deliverables	6	Deliverable Product Acceptance Form (DPAF) (see online at http://doit.maryland.gov/contracts/Documents/CATSPlus/CATS+DPAFSample.pdf)
Additional Submissions			
Applies?	When to Submit	Label	Attachment Name
Y	5 Business Days after recommended award	--	Evidence of meeting insurance requirements (see Section 3.6); 1 copy

Attachment A. TO Pre-Proposal Conference Response Form

Solicitation Number M00B9400122

Women, Infants, and Children (WIC) on the Web (WOW) System Support

A TO Pre-proposal conference will be held on August 20, 2018, at 201 W. Preston Street, Baltimore, Maryland 21201.

Please return this form not later than 8/17/2017 at 2:00 p.m. local time, advising whether or not you plan to attend. The completed form should be returned via e-mail or fax to the TO Procurement Officer at the contact information below:

Denise Coates
Office of Procurement and Support Services
Maryland Department of Health
201 W. Preston Street
Baltimore, Maryland 21201
E-mail: dcoates@maryland.gov
Fax #: 410-333-5958

Please indicate:

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

_____ No, we will not be in attendance.

Please specify whether any reasonable accommodations are requested (see TORFP § 4.1 "TO Pre-proposal conference"):

Offeror: _____
Offeror Name (please print or type)

By: _____
Signature/Seal

Printed Name: _____
Printed Name

Title: _____
Title

Date: _____
Date

Attachment B. TO Financial Proposal Instructions & Forms

The total class hours (Column B) are not to be construed as “guaranteed” hours; the total number of hours is an estimate only for purposes of price sheet evaluation.

A year for this Task Order shall be calculated as one calendar year from the Effective Date. **Labor Rate Maximums:** The maximum labor rate that may be proposed for any CATS+ Labor Category shall not exceed the maximum for the CATS+ Master Contract year in effect on the TO Proposal due date.

Price Sheet B-1

Job Title from TORFP	CATS+ Labor Category Proposed by Master Contractor	Hourly Labor Rate (A)	Total Class Hours (B)	Extended Price (C)
Year 1				
Program Manager		\$	2000	\$
Help Desk Support Specialist (Senior)		\$	2000	\$
Quality Assurance Specialist		\$	2000	\$
Senior Support Technician		\$	2000	\$
Junior Support Technician		\$	2000	\$
Computer Programmer (Senior)		\$	2000	\$
Computer Programmer (Junior)		\$	2000	\$
Database Manager		\$	2000	\$
		SubTotal Price Year 1		\$
Year 2				
Program Manager		\$	2000	\$
Help Desk Support Specialist (Senior)		\$	2000	\$
Quality Assurance Specialist		\$	2000	\$
Senior Support Technician		\$	2000	\$
Junior Support Technician		\$	2000	\$
Computer Programmer (Senior)		\$	2000	\$
Computer Programmer (Junior)		\$	2000	\$
Database Manager		\$	2000	\$
		SubTotal Price Year 2		\$
Year 3				
Program Manager		\$	2000	\$
Help Desk Support Specialist (Senior)		\$	2000	\$
Quality Assurance Specialist		\$	2000	\$
Senior Support Technician		\$	2000	\$
Junior Support Technician		\$	2000	\$
Computer Programmer (Senior)		\$	2000	\$
Computer Programmer (Junior)		\$	2000	\$
Database Manager		\$	2000	\$
		SubTotal Price Year 3		\$

Job Title from TORFP	CATS+ Labor Category Proposed by Master Contractor	Hourly Labor Rate (A)	Total Class Hours (B)	Extended Price (C)
Year 4				
Program Manager		\$	2000	\$
Help Desk Support Specialist (Senior)		\$	2000	\$
Quality Assurance Specialist		\$	2000	\$
Senior Support Technician		\$	2000	\$
Junior Support Technician		\$	2000	\$
Computer Programmer (Senior)		\$	2000	\$
Computer Programmer (Junior)		\$	2000	\$
Database Manager		\$	2000	\$
		SubTotal Price Year 4		\$
Year 5				
Program Manager		\$	2000	\$
Help Desk Support Specialist (Senior)		\$	2000	\$
Quality Assurance Specialist		\$	2000	\$
Senior Support Technician		\$	2000	\$
Junior Support Technician		\$	2000	\$
Computer Programmer (Senior)		\$	2000	\$
Computer Programmer (Junior)		\$	2000	\$
Database Manager		\$	2000	\$
		SubTotal Price Year 5		\$
Total Proposal Price (Years 1 – 5)				\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

Signature

Date

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

Price Sheet – Fixed Price

Price SHEET (Fixed Price) for CATS+ TORFP # M00B9400122

Price Sheet B-2

Identification	Deliverable	Proposed Price
2.3.23.2	Maintain Backup/Disaster Recovery Facility	
	Year 1	
	Year 2	
	Year 3	
	Year 4	
	Year 5	
	Total Backup/Disaster Recovery	\$
2.3.17	Maintain Production System Facility and Network Connectivity, Including T1 Line to USVI	
	Year 1	
	Year 2	
	Year 3	
	Year 4	
	Year 5	
	Total Production	\$
	Total Proposal Fixed Price	\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

Signature

Date

Total Financial Proposal

Total Proposal Price (Years 1 – 5) (From Price Sheet B-1)	\$
Total Proposal Fixed Price (From Price Sheet B-2)	\$
GRAND TOTAL PROPOSAL PRICE	\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

Signature

Date

Attachment C. Bid/Proposal Affidavit

A. AUTHORITY

I hereby affirm that I, _____ (name of affiant) am the _____ (title) and duly authorized representative of _____ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned Bidder/Offeror hereby certifies and agrees that the following information is correct: In preparing its Bid/proposal on this project, the Bidder/Offeror has considered all Bid/proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in “discrimination” as defined in § 19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. “Discrimination” means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual’s refusal to submit to a genetic test or make available the results of a genetic test, disability, or any otherwise unlawful use of characteristics regarding the vendor’s, supplier’s, or commercial customer’s employees or owners. “Discrimination” also includes retaliating against any person or other entity for reporting any incident of “discrimination”. Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the Bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/proposal. As part of its Bid/proposal, the Bidder/Offeror herewith submits a list of all instances within the past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the Bidder/Offeror discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder/Offeror agrees to comply in all respects with the State’s Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, § 14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a Bid/proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority bid/proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the Bid/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/proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the Bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/proposal.

B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES.

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, § 14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a Bid/proposal preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.13; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of § B-2(1) -(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, § 6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of:

- (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
- (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of Bids/Proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Bids/Proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
 - (a) §7201, Attempt to Evade or Defeat Tax;
 - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
 - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information;
 - (d) §7206, Fraud and False Statements, or
 - (e) §7207 Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review;

- (13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:
- (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review;
- (14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:
- (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review; or
- (15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D(1)—(14) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):
-
-

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
 - (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):
-
-

G. SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Bid/proposal that is being submitted; or
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Bid/proposal price of the Bidder/Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying Bid/proposal is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, State Department of Assessments and Taxation, and Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

- (1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:

- (a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and
 - (b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.
- (2) The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:
- _____
- _____

L. Non-Israel Boycott Certification

In preparing its bid or offer on this project, the Offeror has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor, vendor, or supplier, refuses to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel and its territories. The Offeror also has not retaliated against any person or entity for reporting such refusal, termination, or commercially limiting actions. Without limiting any other provision of the solicitation or contract for this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid or offer submitted by the Offeror on this project, and terminate any contract awarded based on the bid or offer.

M CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

N PROHIBITING DISCRIMINATORY BOYCOTTS OF ISRAEL

I FURTHER AFFIRM THAT:

In preparing its bid/proposal on this project, the Bidder/Offeror has considered all bid/proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor, vendor, or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel and its territories. The Bidder/Offeror also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. Without limiting any other provision of the solicitation for bid/proposals for this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the bid/proposal.

O I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the bid or bid/proposal are consistent with the Federal Trade Commission’s Guides for the Use of Environmental Marketing Claims as provided in 16 C.F.R. §260, that apply to claims about the environmental

attributes of a product, package or service in connection with the marketing, offering for sale, or sale of such item or service.

P ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this Bid/proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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.

By: _____
Signature of Authorized Representative and Affiant

Printed Name: _____
Printed Name of Authorized Representative and Affiant

Title: _____
Title

Date: _____
Date

Attachment D. Minority Business Enterprise (MBE) Forms

TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS+ TORFP # M00B9400122

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

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

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

INSTRUCTIONS

PLEASE READ BEFORE COMPLETING THIS DOCUMENT

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

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

- Prime's ability to self-perform a greater portion of the work in excess of what is counted for purposes of meeting the MBE participation goals.
- ✓ Please note that the requirements to meet the MBE participation overall goal and subgoals are distinct and separate. If the Contract has subgoals, regardless of MBE Prime's ability to self-perform up to 50% of the overall goal (including up to 100% of any subgoal), the MBE Prime must either commit to other MBEs for each of any remaining subgoals or request a waiver. As set forth in **Attachment D1-B** Waiver Guidance, the MBE Prime's ability to self-perform certain portions of the work of the Contract will not be deemed a substitute for the good faith efforts to meet any remaining subgoal or the balance of the overall goal.
 - ✓ In certain instances, where the percentages allocated to MBE participation subgoals add up to more than 50% of the overall goal, the portion of self-performed work that an MBE Prime may count toward the overall goal may be limited to less than 50%. Please refer to GOSBA's website (<http://www.gomdsmbiz.maryland.gov/Pages/default.aspx>) for the MBE Prime Regulations Q&A for illustrative examples.
6. Subject to items 1 through 5 above, when a certified MBE performs as a participant in a joint venture, a procurement agency may count a portion of the total dollar value of the contract equal to the distinct, clearly-defined portion of the work of the contract that the certified MBE performs with its workforce towards fulfilling the contract goal, and not more than one of the contract subgoals, if any.
 7. As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Please refer to COMAR 21.11.03.12-1 for more information regarding these requirements.
 8. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT's Office of Minority Business Enterprise at 1-800-544-6056 or via e-mail to mbe@mdot.state.md.us sufficiently prior to the submission due date.
 9. Worksheet: The percentage of MBE participation, calculated using the percentage amounts for all of the MBE firms listed on the Participation Schedule MUST at least equal the MBE participation goal **and** subgoals (if applicable) set forth in the solicitation. If an Offeror is unable to achieve the MBE participation goal and/or any subgoals (if applicable), the Offeror must request a waiver in Item 1 of the MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**) or the Proposal determined to be not susceptible of being selected for award. You may wish to use the Subgoal summary below to assist in calculating the percentages and confirm that you have met the applicable MBE participation goal and subgoals, if any.

SUBGOALS (IF APPLICABLE)

TOTAL AFRICAN AMERICAN MBE PARTICIPATION:	7%
TOTAL ASIAN AMERICAN MBE PARTICIPATION:	0%
TOTAL HISPANIC AMERICAN MBE PARTICIPATION:	2%
TOTAL WOMEN-OWNED MBE PARTICIPATION:	8%

OVERALL GOAL

TOTAL MBE PARTICIPATION (INCLUDE ALL CATEGORIES): 25%

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

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

In connection with the Proposal submitted in response to Solicitation No. M00B9400122, I affirm the following:

1. MBE Participation (PLEASE CHECK ONLY ONE)

(PLEASE CHECK ONLY ONE)

- I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of 25 percent and, if specified in the solicitation, the following subgoals (complete for only those subgoals that apply):

- 7 % for African American-owned MBE firms
- 2 % for Hispanic American-owned MBE firms
- 0 % for Asian American-owned MBE firms
- 8 % for Women-owned MBE firms

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

OR

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

2. Additional MBE Documentation

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

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

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

3. Information Provided to MBE firms

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

4. MBE Participation Schedule

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

Prime Contractor:	Project Description:	PROJECT/CONTRACT
Offeror Company Name, Street Address, Phone		NUMBER: M00B9400122

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

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

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

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

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

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

(Continue on separate page if needed)

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

Offeror:

Offeror Name (please print or type)

By:

Signature of Authorized Representative

Printed Name:

Printed Name

Title:

Title

Date:

Date

Address:

Company Address

SUBMIT THIS AFFIDAVIT WITH PROPOSAL

D-1B WAIVER GUIDANCE

GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET MBE PARTICIPATION GOALS

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

I. Definitions

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

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

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

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

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

II. Types of Actions Agency will Consider

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

A. Identify Proposal Items as Work for MBE Firms

1. Identified Items of Work in Procurements

- (a) Certain procurements will include a list of Proposal items identified during the goal setting process as possible work for performance by MBE Firms. If the procurement provides a list of Identified Items of Work, the Offeror shall make all reasonable efforts to solicit quotes from MBE Firms to perform that work.
- (b) Offerors may, and are encouraged to, select additional items of work to be performed by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved.

2. Identified Items of Work by Offerors

- (a) When the procurement does not include a list of Identified Items of Work or for additional Identified Items of Work, Offerors should reasonably identify sufficient items of work to be performed by MBE Firms.
- (b) Where appropriate, Offerors should break out contract work items into economically feasible units to facilitate MBE participation, rather than perform these work items with their own forces. The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the Offeror of the responsibility to make Good Faith Efforts.

B. Identify MBE Firms to Solicit

1. MBE Firms Identified in Procurements

- (a) Certain procurements will include a list of the MBE Firms identified during the goal setting process as available to perform the items of work. If the procurement provides a list of Identified MBE Firms, the Offeror shall make all reasonable efforts to solicit those MBE firms.
- (b) Offerors may, and are encouraged to, search the MBE Directory to identify additional MBEs who may be available to perform the items of work, such as MBEs certified or granted an expansion of services after the solicitation was issued.

2. MBE Firms Identified by Offerors

- (a) When the procurement does not include a list of Identified MBE Firms, Offerors should reasonably identify the MBE Firms that are available to perform the Identified Items of Work.
- (b) Any MBE Firms identified as available by the Offeror should be certified to perform the Identified Items of Work.

C. Solicit MBEs

1. Solicit all Identified Firms for all Identified Items of Work by providing written notice. The Offeror should:

- (a) provide the written solicitation at least 10 days prior to Proposal opening to allow sufficient time for the MBE Firms to respond;
- (b) send the written solicitation by first-class mail, facsimile, or e-mail using contact information in the MBE Directory, unless the Offeror has a valid basis for using different contact information; and
- (c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the MBE, and other requirements of the contract to assist MBE Firms in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)

2. “All” Identified Firms includes the MBEs listed in the procurement and any MBE Firms you identify as potentially available to perform the Identified Items of Work, but it does not include MBE Firms who are no longer certified to perform the work as of the date the Offeror provides written solicitations.

3. “Electronic Means” includes, for example, information provided *via* a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested MBE cannot access the information provided by electronic means, the Offeror must make the information available in a manner that is accessible to the interested MBE.
4. Follow up on initial written solicitations by contacting MBEs to determine if they are interested. The follow up contact may be made:
 - (a) by telephone using the contact information in the MBE Directory, unless the Offeror has a valid basis for using different contact information; or
 - (b) in writing *via* a method that differs from the method used for the initial written solicitation.
5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, use all other reasonable and available means to solicit the interest of MBE Firms certified to perform the work of the contract. Examples of other means include:
 - (a) attending any pre-proposal meetings at which MBE Firms could be informed of contracting and subcontracting opportunities; and
 - (b) if recommended by the procurement, advertising with or effectively using the services of at least two minority focused entities or media, including trade associations, minority/women community organizations, minority/women contractors' groups, and local, state, and federal minority/women business assistance offices listed on the MDOT Office of Minority Business Enterprise website.

D. Negotiate with Interested MBE Firms

Offerors must negotiate in good faith with interested MBE Firms.

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

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

E. Assisting Interested MBE Firms

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

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

III. Other Considerations

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

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

IV. Documenting Good Faith Efforts

At a minimum, an Offeror seeking a waiver of the MBE Goal(s) or a portion thereof must provide written documentation of its Good Faith Efforts, in accordance with COMAR 21.11.03.11, within 10 business

days after receiving notice that it is the apparent awardee. The written documentation shall include the following:

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

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

B. Outreach/Solicitation/Negotiation

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

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

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

D. Other Documentation

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

D-1B - Exhibit A
MBE Subcontractor Unavailability Certificate

1. It is hereby certified that the firm of _____
(Name of Minority firm)

located at _____
(Number) (Street)

(City) (State) (Zip)

was offered an opportunity to bid on Solicitation No. M00B9400122

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

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

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

(MDOT Certification #) (Telephone #)

3. To be completed by the prime contractor if Section 2 of this form is not completed by the minority firm.

To the best of my knowledge and belief, said Certified Minority Business Enterprise is either unavailable for the work/service for this project, is unable to prepare a proposal, or did not respond to a request for a price proposal and has not completed the above portion of this submittal.

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

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

PAGE __ OF __

Prime Contractor:	Project Description:	PROJECT/CONTRACT
Offeror Company Name, Street Address, Phone		NUMBER: M00B9400122

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

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

Company:

Company Name (please print or type)

By:

Signature of Authorized Representative

Printed Name:

Printed Name

Title:

Title

Date:

Date

Address:

Company Address

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

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

PAGE ___ OF ___

Prime Contractor:	Project Description:	PROJECT/CONTRACT
Offeror Company Name, Street Address, Phone		NUMBER: M00B9400122

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

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

Please check if Additional Sheets are attached.

**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST
PART 2 – IDENTIFIED MBE FIRMS AND RECORD OF SOLICITATIONS**

PAGE __ OF __

Prime Contractor:	Project Description:	PROJECT/CONTRACT
Offeror Company Name, Street Address, Phone		NUMBER: M00B9400122

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

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

Please check if Additional Sheets are attached.

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

PAGE __ OF __

Prime Contractor:	Project Description:	PROJECT/CONTRACT
Offeror Company Name, Street Address, Phone		NUMBER: M00B9400122

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

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

Please check if Additional Sheets are attached.

D- 2
OUTREACH EFFORTS COMPLIANCE STATEMENT

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

In conjunction with the Proposal submitted in response to Solicitation No. M00B9400122, I state the following:

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

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

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

4. **Please Check One:**

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

5. **Please Check One:**

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

PLEASE PRINT OR TYPE

Company:

Company Name (please print or type)

By:

Signature of Authorized Representative

Printed Name:

Printed Name

Title:

Title

Date:

Date

Address:

Company Address

D-3A
MBE SUBCONTRACTOR PROJECT PARTICIPATION CERTIFICATION

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

Provided that _____ (Prime Contractor’s Name) is awarded the State contract in conjunction with Solicitation No. M00B9400122, such Prime Contractor intends to enter into a subcontract with _____ (Subcontractor’s Name) committing to participation by the MBE firm _____ (MBE Name) with MDOT Certification Number _____ which will receive at least \$ _____ which equals to _____% of the Total Contract Amount for performing the following goods and services for the Contract:

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

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

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

Prime Contractor

Subcontractor

Company:

Company:

Company Name (please print or type)

Company Name (please print or type)

FEIN:

FEIN:

Federal Identification Number

Federal Identification Number

Phone Number:

Phone Number:

Phone Number

Phone Number

By:

By:

Signature of Authorized Representative

Signature of Authorized Representative

Date:

Date:

Date

Date

Printed Name:

Printed Name:

Printed Name

Printed Name

Title:

Title:

Printed Title

Title

Address:

Address:

Company Address

Address

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

D-3B
MBE PRIME PROJECT PARTICIPATION CERTIFICATION

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

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

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

MBE Prime Contractor

Company: _____

Company Name (please print or type)

FEIN: _____

Federal Identification Number

Address: _____

Company Address

Phone: _____

Phone

Printed Name: _____

Printed Name

Title: _____

Title

By:

Signature of Authorized Representative

Date:

Date

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

Report #:		Contract #: M00B9400122			
Reporting Period (Month/Year):		Contracting Unit: Maryland Department of Health			
Prime Contractor: Report is due to the MBE Liaison by the 15th of the month following the month the services were provided. Note: Please number reports in sequence		Contract Amount:			
		MBE Subcontract Amt:			
		Project Begin Date:			
		Project End Date:			
		Services Provided:			
Prime Contractor:		Contact Person:			
Address:					
City:		State:		ZIP:	
Phone:		FAX:		E-mail:	
MBE Subcontractor Name:		Contact Person:			
Phone:		FAX:		E-mail:	
Subcontractor Services Provided:					
List all payments made to MBE subcontractor named above during this reporting period:			List dates and amounts of any outstanding invoices:		
	Invoice #	Amount		Invoice #	Amount
1.			1.		
2.			2.		
3.			3.		
4.			4.		
Total Dollars Paid: \$			Total Dollars Unpaid: \$		

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

Chris Harr, Chief of IT
Maryland WIC Program

Maryland Department of Health

TO Manager

Contracting Unit

201 West Preston Street, Baltimore, MD
21201

Address

City, State Zip

chris.harr@maryland.gov

410-767-5658

Email

Phone Number

Signature (Required)

Date

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

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

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

Chris Harr, Chief of IT
Maryland WIC Program

Maryland Department of Health

TO Manager

Contracting Unit

201 West Preston Street, Baltimore, MD
21201

Address

City, State Zip

chris.harr@maryland.gov

410-767-5658

Email

Phone Number

Signature (Required)

Date

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

Report #:		Contract #: M00B9400122			
Reporting Period (Month/Year):		Contracting Unit: Maryland Department of Health			
Report is due by the 15th of the month following the month the services were performed.		MBE Subcontract Amt:			
		Project Begin Date:			
		Project End Date:			
		Services Provided:			
MBE Subcontractor Name:					
MDOT Certification #:					
Contact Person:					
Address:					
City:		State:		ZIP:	
Phone:		FAX:		E-mail:	
Subcontractor Services Provided:					
List all payments received from Prime Contractor during reporting period indicated above.			List dates and amounts of any unpaid invoices over 30 days old.		
	Invoice Amount	Date		Invoice Amount	Date
1.			1.		
2.			2.		
3.			3.		
4.			4.		
Total Dollars Paid: \$			Total Dollars Unpaid: \$		
Prime Contractor:			Contract Person:		

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

Chris Harr, Chief of IT
Maryland WIC Program

Maryland Department of Health

TO Manager

Contracting Unit

201 West Preston Street, Baltimore, MD
21201

Address

City, State Zip

chris.harr@maryland.gov

410-767-5658

Email

Phone Number

Signature (Required)

Date

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

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

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

- A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.
- B. The Living Wage Law does not apply to:
- (1) A Contractor who:
 - (a) Has a State contract for services valued at less than \$100,000, or
 - (b) Employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
 - (2) A subcontractor who:
 - (a) Performs work on a State contract for services valued at less than \$100,000,
 - (b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
 - (c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B (3) or C below.
 - (3) Service contracts for the following:
 - (a) Services with a Public Service Company;
 - (b) Services with a nonprofit organization;
 - (c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
 - (d) Services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.
- E. Each Contractor/subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal

periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.

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

F-1 Maryland Living Wage Requirements Affidavit of Agreement

Contract No. M00B9400122

Name of Contractor:

Address:

If the Contract Is Exempt from the Living Wage Law

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

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

If the Contract Is a Living Wage Contract

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

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

Name of Authorized Representative:

Signature of Authorized Representative : _____ Date: _____

Title:

Witness Name (Typed or Printed) _____

Witness Signature: _____ Date: _____

SUBMIT THIS AFFIDAVIT WITH PROPOSAL

Attachment G. Federal Funds Attachments

A Summary of Certain Federal Fund Requirements and Restrictions

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

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

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

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

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

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

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

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

performed during the application process rather than after the award is made, as with other assurances and certifications.]

- I) All sub-recipients must comply with The Clean Air Act, 42 U.S.C. §7401-7671q. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person.
- J) All sub-recipients must comply with the Federal Water Pollution Control Act, 33 U.S.C, §1251-1387. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person.
- K) 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.

**G-1
CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

Award No. M00B9400122	Organizational Entry
Name and Title of Official Signing for Organizational Entry	Telephone No. Of Signing Official
Signature of Above Official	Date Signed

**G-2
DISCLOSURE OF LOBBYING ACTIVITIES**

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

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

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

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

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

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

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

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

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

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

Signature of Authorized Certifying Individual

Attachment H. Conflict of Interest Affidavit and Disclosure

Reference COMAR 21.05.08.08

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

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

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

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

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

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

Date: _____ By: _____

(Authorized Representative and Affiant)

SUBMIT THIS AFFIDAVIT WITH Bid/PROPOSAL

Attachment I. Non-Disclosure Agreement (TO Contractor)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made by and between the State of Maryland (the “State”), acting by and through Maryland Department of Health (the “Department”), and _____ (the “TO Contractor”).

RECITALS

WHEREAS, the TO Contractor has been awarded a contract (the “TO Agreement”) following the solicitation for Women, Infants, and Children (WIC) on the Web (WOW) System Support Solicitation # M00B9400122; and

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

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

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

- Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. The TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor's Personnel or the TO Contractor's former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
 6. The TO Contractor shall, at its own expense, return to the Department all Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.
 7. A breach of this Agreement by the TO Contractor or the TO Contractor's Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.
 8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and costs.
 9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement, in no event less restrictive than as set forth in this Agreement, and the TO Contractor shall provide originals of such executed Agreements to the State.
 10. The parties further agree that:
 - a. This Agreement shall be governed by the laws of the State of Maryland;
 - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures;
 - f. The Recitals are not merely prefatory but are an integral part hereof; and
 - g. The effective date of this Agreement shall be the same as the effective date of the TO Agreement entered into by the parties.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Agreement as of the day and year first above written.

TO Contractor: _____

MDH _____

By: _____
(seal)

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

I-2 NON-DISCLOSURE AGREEMENT

LIST OF CONTRACTOR'S EMPLOYEES AND AGENTS WHO WILL BE GIVEN
ACCESS TO THE CONFIDENTIAL INFORMATION

Printed Name and Address of Individual/Agent	Employee (E) or Agent (A)	Signature	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

I-3 NON-DISCLOSURE AGREEMENT

**CERTIFICATION TO ACCOMPANY RETURN OR DELETION OF CONFIDENTIAL
INFORMATION**

I AFFIRM THAT:

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

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

DATE: _____

NAME OF TO CONTRACTOR: _____

BY: _____
(Signature)

TITLE: _____
(Authorized Representative and Affiant)

Attachment J. HIPAA Business Associate Agreement

J-1 BUSINESS ASSOCIATE AGREEMENT

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

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

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

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

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

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

I. DEFINITIONS.

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

4. **Protected Health Information (“PHI”).** Protected Health Information or “PHI” shall generally have the same meaning as the term “protected health information” at 45 C.F.R. § 160.103.

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

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

III. DUTIES OF BUSINESS ASSOCIATE RELATIVE TO PHI.

- A. Business Associate agrees that it will not use or disclose PHI other than as permitted or required by the Agreement or as Required by Law.
- B. Business Associate agrees to use appropriate administrative, technical and physical safeguards to protect the privacy of PHI.
- C. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement.
- D1. Business Associate agrees to Report to Covered Entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured PHI as required by 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware without reasonable delay, and in no case later than fifteen calendar days after the use or disclosure;
 2. If the use or disclosure amounts to a breach of unsecured PHI, the Business Associate shall ensure its report:

- a. Is made to Covered Entity without unreasonable delay and in no case later than fifteen (15) calendar days after the incident constituting the Breach is first known, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. For purposes of clarity for this Section III.D.1, Business Associate must notify Covered Entity of an incident involving the acquisition, access, use or disclosure of PHI in a manner not permitted under 45 C.F.R. Part E within fifteen (15) calendar days after an incident even if Business Associate has not conclusively determined within that time that the incident constitutes a Breach as defined by HIPAA;
- b. Includes the names of the Individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach;
- c. Is in substantially the same form as **ATTACHMENT J-1** attached hereto; and
- d. Includes a draft letter for the Covered Entity to utilize to notify the affected Individuals that their Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach that includes, to the extent possible:
 - i. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - ii. A description of the types of Unsecured PHI that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, disability code, or other types of information that were involved);
 - iii. Any steps the affected Individuals should take to protect themselves from potential harm resulting from the Breach;
 - iv. A brief description of what the Covered Entity and Business Associate are doing to investigate the Breach, mitigate losses, and protect against any further Breaches; and
 - v. Contact procedures for the affected Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.
- e. To the extent permitted by the Underlying Agreement, Business Associate may use agents and subcontractors. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2) shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information, Business Associate must enter into Business Associate Agreements with subcontractors as required by HIPAA;
- f. Business Associate agrees it will make available PHI in a designated record set to the Covered Entity, or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524, including, if requested, a copy in electronic format;
- g. Business Associate agrees it will make any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526;
- h. Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to the Covered Entity or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528;
- i. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s);

- j. Business Associate agrees to make its internal practices, books, and records, including PHI, available to the Covered Entity and/or the Secretary for purposes of determining compliance with the HIPAA Rules.
- k. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

IV. TERM AND TERMINATION

- A. Term. The Term of this Agreement shall be effective as of the effective date of the TO Agreement entered into following the solicitation for Women, Infants, and Children (WIC) on the Web (WOW) System Support, Solicitation # 19-18016, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, in accordance with the termination provisions in this Section IV, or on the date the Covered Entity terminates for cause as authorized in paragraph B of this Section, whichever is sooner. If it is impossible to return or destroy all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, Business Associate's obligations under this contract shall be ongoing with respect to that information, unless and until a separate written agreement regarding that information is entered into with Covered Entity.
- B. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall:
 - 1. Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, terminate this Agreement; or
 - 2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered entity determines or reasonably believes that cure is not possible.
- C. Effect of Termination.
 - 1. Upon termination of this Agreement, for any reason, Business Associate shall return or, if agreed to by Covered Entity, destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.
 - 2. Should Business Associate make an intentional or grossly negligent Breach of PHI in violation of this Agreement or HIPAA or an intentional or grossly negligent disclosure of information protected by the Maryland Confidentiality of Medical Records Act (MCMRA), Covered Entity shall have the right to immediately terminate any contract, other than this Agreement, then in force between the Parties, including the Underlying Agreement.
- D. Survival. The obligations of Business Associate under this Section shall survive the termination of this agreement.

V. CONSIDERATION

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

VI. REMEDIES IN EVENT OF BREACH

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

VII. MODIFICATION; AMENDMENT

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

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

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

IX. COMPLIANCE WITH STATE LAW

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

X. MISCELLANEOUS

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

Name: Ramiek James, Esq.
Privacy Officer and Compliance Analyst

Address: MDH/Office of the Inspector General
201 W. Preston Street – Fifth Floor
Baltimore, Maryland 21201-2301

E-mail: ramiek.james@maryland.gov

Phone: 410-767-5411

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

Address: _____

Attention: _____

Phone: _____

E. Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this contract shall survive termination or expiration of this Agreement and continue in full force and effect.

F. Severability. If any term contained in this Agreement is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Agreement, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.

G. Terms. All of the terms of this Agreement are contractual and not merely recitals and none may be amended or modified except by a writing executed by all parties hereto.

H. Priority. This Agreement supersedes and renders null and void any and all prior written or oral undertakings or agreements between the parties regarding the subject matter hereof.

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

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

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

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

Description of the breach:

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

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

Number of individuals affected by the breach: _____

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

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

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

Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address: _____

E-mail Address: _____

Phone Number: _____

Attachment K. Mercury Affidavit

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

Attachment L. Location of the Performance of Services Disclosure

(Submit with Proposal)

Pursuant to Md. Ann. Code, State Finance and Procurement Article, § 12-111, and in conjunction with the Proposal submitted in response to Solicitation No. 19-18016, the following disclosures are hereby made:

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

___ have plans

___ have no plans

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

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

a. Location(s) services will be performed:

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

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

Date: _____

Offeror Name: _____

By: _____

Name: _____

Title: _____

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

Attachment M. Task Order

CATS+ TORFP# M00B9400122 OF
MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this _____ of _____, 20____ by and between _____ (TO Contractor) and the STATE OF MARYLAND, Maryland Department of Health (MDH or the “Department”).

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means Maryland Department of Health, as identified in the CATS+ TORFP # M00B9400122.
 - b. “CATS+ TORFP” means the Task Order Request for Proposals # M00B9400122, dated **MONTH DAY, YEAR**, including any addenda and amendments.
 - c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor.
 - d. “TO Procurement Officer” means Dana Dembrow. The Department may change the TO Procurement Officer at any time by written notice.
 - e. “TO Agreement” means this signed TO Agreement between MDH and TO Contractor.
 - f. “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g. “TO Manager” means Deborah L. Morgan, Deputy Director, Maryland WIC Program. The Department may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
 - i. “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
 - j. “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 3 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:

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

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

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the term of this TO Agreement shall commence as of the "Effective Date" and expire on **TBD**.

4. Consideration and Payment

4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS+ TORFP and shall not exceed \$_____. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.

4.2 Payments to the TO Contractor shall be made as outlined Section 3 of the CATS+ TORFP, but no later than thirty (30) days after the Department's receipt of a proper invoice for services provided by the TO Contractor, acceptance by the Department of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.

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

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

SIGNATURES ON NEXT PAGE

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

TO Contractor Name

By: **Type or Print TO Contractor POC**

Date

Witness: _____

STATE OF MARYLAND, MDH

By: Dana Dembrow, Director OPASS
TO Procurement Officer

Date

Witness: _____

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

Assistant Attorney General

Appendix 1. Abbreviations and Definitions

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

- A. Application Program Interface (API) - Code that allows two software programs to communicate with each other
- B. Acceptable Use Policy (AUP) - A written policy documenting constraints and practices that a user must agree to in order to access a private network or the Internet
- C. Access - The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any information system resource
- D. Business Day(s) – The official working days of the week to include Monday through Friday. Official working days excluding State Holidays (see definition of “Normal State Business Hours” below).
- E. COMAR – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
- F. Data Breach – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data
- G. Effective Date - The date of mutual TO Agreement execution by the parties
- H. Enterprise License Agreement (ELA) – An agreement to license the entire population of an entity (employees, on-site contractors, off-site contractors) accessing a software or service for a specified period of time for a specified value.
- I. Handle – (As relates to data) Collect, store, transmit, have access to data
- J. Information System – A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
- K. Information Technology (IT) – All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services
- L. Key Personnel – All TO Contractor Personnel identified in the solicitation as such that are essential to the work being performed under the Task Order. See TORFP **Section 3.11**.
- M. Local Time – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- N. Maryland Department of Health or (MDH or the “Department”)
- O. Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- P. Normal State Business Hours - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays.
- Q. Notice to Proceed (NTP) – A written notice from the TO Procurement Officer that work under the Task Order, project or Work Order (as applicable) is to begin as of a specified date. The NTP Date is the start date of work under the Task Order, project or Work Order. Additional NTPs may be issued by either the TO Procurement Officer or the TO Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.

- R. NTP Date – The date specified in a NTP for work on Task Order, project or Work Order to begin.
- S. Offeror – A Master Contractor that submits a Proposal in response to this TORFP.
- T. Personally Identifiable Information (PII) – Any information about an individual maintained by the State, including (1) any information that can be used to distinguish or trace an individual identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- U. Protected Health Information (PHI) – Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- V. Security Incident – A violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies, or standard security practices. “Imminent threat of violation” is a situation in which the organization has a factual basis for believing that a specific incident is about to occur.
- W. Security or Security Measures – The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data
- X. Sensitive Data - Means PII;PHI; other proprietary or confidential data as defined by the State, including but not limited to “personal information” under Md. Code Ann., Commercial Law § 14-3501(d) and Md. Code Ann., St. Govt. § 10-1301(c) and information not subject to disclosure under the Public Information Act, Title 4 of the General Provisions Article; and .information about an individual that (1) can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information
- Y. Service Level Agreement (SLA) - Commitment by the TO Contractor to the Department that defines the performance standards the TO Contractor is obligated to meet.
- Z. SLA Activation Date - The date on which SLA charges commence under this Task Order, which may include, but to, the date of (a) completion of Transition in, (b) a delivery, or (c) releases of work
- AA. Software - The object code version of computer programs licensed pursuant to this TO Agreement. Embedded code, firmware, internal code, microcode, and any other term referring to software that is necessary for proper operation is included in this definition of Software. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections. Software also includes any upgrades, updates, bug fixes or modified versions or backup copies of the Software licensed to the State by TO Contractor or an authorized distributor.
- BB. State – The State of Maryland.
- CC. Source Code – Executable instructions for Software in its high level, human readable form which are in turn interpreted, parsed and/or compiled to be executed as part of a computing system.

- DD. System Availability – The period of time the Solution works as required excluding non-operational periods associated with planned maintenance.
- EE. System Documentation – Those materials necessary to wholly reproduce and fully operate the most current deployed version of the Solution in a manner equivalent to the original Solution including, but not limited to:
- 1) Source Code: this includes source code created by the TO Contractor or subcontractor(s) and source code that is leveraged or extended by the TO Contractor for use in the Task Order.
 - 2) All associated rules, reports, forms, templates, scripts, data dictionaries and database functionality.
 - 3) All associated configuration file details needed to duplicate the run time environment as deployed in the current deployed version of the system.
 - 4) All associated design details, flow charts, algorithms, processes, formulas, pseudo-code, procedures, instructions, help files, programmer’s notes and other documentation.
 - 5) A complete list of Third Party, open source, or commercial software components and detailed configuration notes for each component necessary to reproduce the system (e.g., operating system, relational database, and rules engine software).
 - 6) All associated user instructions and/or training materials for business users and technical staff, including maintenance manuals, administrative guides and user how-to guides.
 - 7) Operating procedures
- FF. Task Order (TO) – The scope of work described in this TORFP.
- GG. TO Agreement - The contract awarded to the successful Offeror pursuant to this Task Order Request for Proposals, the form of which is attached to this TORFP as **Attachment M**.
- HH. TO Contractor Personnel - Employees and agents and subcontractor employees and agents performing work at the direction of the TO Contractor under the terms of the Task Order awarded from this TORFP.
- II. TO Proposal – As appropriate, either or both of an Offeror’s TO Technical or TO Financial Proposal.
- JJ. Technical Safeguards – The technology and the policy and procedures for its use that protect State Data and control access to it.
- KK. Third Party Software – Software and supporting documentation that:
- 1) are owned by a third party, not by the State, the TO Contractor, or a subcontractor,
 - 2) are included in, or necessary or helpful to the operation, maintenance, support or modification of the Solution; and
 - 3) were specifically identified and listed as Third Party Software in the Proposal.
- LL. Total Proposal Price - The Offeror’s total proposed price for services in response to this solicitation, included in the TO Financial Proposal with **Attachment B** – TO Financial Proposal Form, and used in the financial evaluation of Proposals (see **TORFP Section 5.5**).
- MM. Upgrade - A new release of any component of the Solution containing major new features, functionality and/or performance improvements.

- NN. Veteran-owned Small Business Enterprise (VSBE) – A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
- OO. WIC on the Web (WOW) - WOW is a robust, web-based, full-featured system meeting all of the FNS mandatory requirements defined by the FNS Functional Requirements Document (FReD) for a model WIC information system. The FReD is available at http://www.fns.usda.gov/apd/WIC_FRED.htm .
- A. Working Day (s) – Same as “Business Day”

Appendix 2. Offeror Information Sheet

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

Appendix 3. Labor Classification Personnel Resume Summary

INSTRUCTIONS:

1. For each person proposed, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.

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.
2. 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.
3. For this TORFP,
 - A. Master Contractors shall comply with all personnel requirements defined under the Master Contract RFP 060B2490023.
 - B. Master Contractors shall propose the CATS+ Labor Category that best fits each proposed resource. A Master Contractor may only propose against labor categories in the Master Contractor's CATS+ Master Contract Financial Proposal.
 - C. A Master Contractor's entire TO Technical Proposal will be deemed not susceptible for award if any of the following occurs:
 - 1) Failure to follow these instructions.
 - 2) Failure to propose a resource for each job title or labor category identified in the TORFP as a required submission.
 - 3) Failure of any proposed resource to meet minimum requirements as listed in this TORFP and in the CATS+ Master Contract.
 - 4) Placing content on the **Minimum Qualifications Summary** that is not also on the **Personnel Resume Summary**. *The function of the **Minimum Qualifications Summary** is to aid the agency to make a minimum qualification determination. Information on the **Minimum Qualification Summary** must correspond with information on the **Personnel Resume Summary** and shall not contain additional content not found on the other form.*
4. Complete and sign the **Minimum Qualifications Summary (Appendix 3A)** and the **Personnel Resume Form (Appendix 3B)** for each resource proposed. Alternate resume formats are not allowed.
 - a. The **Minimum Qualifications Summary** demonstrates the proposed resource meets minimum qualifications for the labor category, as defined in the CATS+ RFP Section 2.10, and any additional minimum requirements stated in this TORFP. For each minimum qualification, indicate the location on the **Personnel Resume Form (Appendix 3B)** demonstrating meeting this requirement.

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

Every experience listed on the **Minimum Qualifications Resume Summary** must be

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

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

3A MINIMUM QUALIFICATIONS SUMMARY

CATS+ TORFP # M00B9400122

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

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

Proposed Individual's Name and Company/SubContractor:	List how the proposed individual meets each requirement by including a reference to relevant entries in Form Appendix 3B									
LABOR CATEGORY TITLE –										
Education: Insert the education description from the CATS+ RFP from Section 2.10 for the applicable labor category	(Identify school or institution Name; Address; Degree obtained and dates attended.)									
Generalized Experience: Insert the generalized experience description from the CATS+ RFP from Section 2.10 for the applicable labor category Provide dates in the format of MM/YY to MM/YY	(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Generalized Experience.) <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>Job Title and Company</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td colspan="3">Match to Form Appendix 3B:</td> </tr> </tbody> </table>	FROM	TO	Job Title and Company				Match to Form Appendix 3B:		
FROM	TO	Job Title and Company								
Match to Form Appendix 3B:										
Specialized Experience: Insert the specialized experience description from the CATS+ RFP from Section 2.10 for the applicable labor category Provide dates in the format of MM/YY to MM/YY	(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Specialized Experience.) <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>Job Title and Company</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td colspan="3">Match to Form Appendix 3B</td> </tr> </tbody> </table>	FROM	TO	Job Title and Company				Match to Form Appendix 3B		
FROM	TO	Job Title and Company								
Match to Form Appendix 3B										
TORFP Additional Requirements Minimum qualifications and required certifications as defined in Section 2.1 of this TORFP. Provide dates in the format of MM/YY to MM/YY										

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

**Master Contractor
Representative:**

Proposed Individual:

Signature

Signature

Printed Name:

Printed Name

Date

Date

3B. Labor Classification Personnel Resume Summary

TORFP # M00B9400122

Instructions: Enter resume information in the fields below; do not submit other resume formats. Submit one resume for each proposed resource

Candidate Name:

TO Contractor:

Education / Training

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

Relevant Work Experience

Describe work experience relevant to the Duties / Responsibilities and Minimum Qualifications described in the TORFP. Starts with the most recent experience first; do not include non-relevant experience.

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

[Organization] [Title / Role] [Period of Employment / Work] [Location] [Contact Person]	Description of Work...
---	------------------------

<add lines as needed>

Employment History

List employment history, starting with the most recent employment first

Start and End Dates	Job Title or Position	Organization Name	Reason for Leaving
<add lines as needed>			

Personnel Resume Summary (Continued)

*“Candidate Relevant Experience” section must be filled out. Do not enter “see resume” as a response.

References

List persons the State may contact as employment references

Reference Name	Job Title or Position	Organization Name	Telephone / E-mail
<add lines as needed>			

Proposed Individual’s Name/Company Name:	How does the proposed individual meet each requirement?
LABOR CATEGORY TITLE:	
Requirement (See Section 3.9)	Candidate Relevant Experience *
Education: [Insert the education description for the applicable labor category]	Education:
Experience: [Insert the experience description the applicable labor category]	Experience:
Duties: [Insert the duties description or the applicable labor category]	Duties:

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

TO Contractor Representative:

Proposed Individual:

Signature

Signature

Printed Name:

Printed Name

Date

Date

Sign each Form

Appendix 4. 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 Technical Proposal in response to TORFP # M00B9400122 for Women, Infants, and Children (WIC) on the Web (WOW) System Support. In order for the OFFEROR to submit a TO Technical Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to participant and retailer information. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received, except in connection with the preparation of its TO Technical 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 Denise Coates, MDH 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 five (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: _____
Signature/Seal

Printed Name: _____

Title: _____

Date: _____

Address: _____

Appendix 5. TRAVEL PER DIEM

**MAXIMUM PER DIEM RATES OUTSIDE THE CONTINENTAL UNITED STATES
TRAVEL PER DIEM ALLOWANCES**

COUNTRY/STATE: VIRGIN ISLANDS US

PUBLICATION DATE (MM DD YY): 0 9 0 1 1 7

NOTES

1. Use the **OTHER** rate if neither the **CITY, PLACE, ISLAND**, nor **MILITARY INSTALLATION** is listed.
2. For other allowances that are based on per diem rates (e.g., TLE, TLA, TQSE, TQSA), see the appropriate rules for those allowances regarding what per diem rate to use.
3. The standard **ONBASE INCIDENTAL RATE** is \$3.50 OCONUS wide.
4. When **Government meals** are directed, the appropriate Government meal rate, as prescribed in [Appendix A](#), is applicable.
5. Per Diem Rate = Max Lodging + Meals (Local Meals, [Proportional](#), or [Government](#)) + Incidental Rate (Local or OnBase)

* All rates are in US Dollars

Locality	Seasons (Beg-End)	Maximum Lodging	Local Meals	Proportional Meals	Local Incidental	Footnote	Footnote Rate	Maximum Per Diem	Effective Date
ST. CROIX	04/15-12/14	247	88	51	22			357	06/01/2015
ST. CROIX	12/15-04/14	299	93	54	23			415	06/01/2015
ST. JOHN	05/01-12/03	170	86	50	21			277	08/01/2015
ST. JOHN	12/04-04/30	230	90	52	23			343	08/01/2015
ST. THOMAS	04/15-12/15	249	88	51	22			359	03/01/2017
ST. THOMAS	12/16-04/14	339	88	51	22			449	03/01/2017

*Use the OTHER rate if neither the **CITY, PLACE, ISLAND**, nor **MILITARY INSTALLATION** is listed.

[Request a Review of a Per Diem Rate](#)

[Find out more about the Proportional Meal Rate \(Prop. Meals\)](#)

Appendix 6. Deliverable Product Acceptance Form (DPAF)

Agency Name: MDH

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

TO Manager: Chris Harr (410) 767-5175

To: TO Contractor Name

The following deliverable, as required by Solicitation Number (TORFP #): M00B9400122 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