



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

**WIR Based Maryland Immunization Information System
(MD IIS) IMMUNET Registry Maintenance Services and
Enhancements TORFP**

CATS II TORFP # M00B1400437

ADPICS Purchase Order # 11-10637

**Infectious Disease and Environmental Health Administration
Center for Immunization**

ISSUE DATE: July 27, 2011

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KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services II (CATS II) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS II Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Master Contractors choosing not to submit a proposal must submit a Master Contractor Feedback form. The form is accessible via your CATS II Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS II RFP issued by the Maryland Department of Information Technology and subsequent Master Contract Project Number 060B9800035, including any amendments.

TORFP NAME:	WIR based Maryland Immunization Information System Registry Maintenance, Services and Enhancement contract
FUNCTIONAL AREA:	Area 2
TORFP ISSUE DATE:	07/27/2011
Closing Date and Time:	08/ 18/2011 at 12:00 PM
TORFP Issuing Office:	Department of Health and Mental Hygiene – Infectious Disease and Environmental Health Administration – Center for Immunization
Questions and Proposals are to be sent to:	Keith Childress KChildress@dhmh.state.md.us
TO Procurement Officer	Carlietha Benbow Office Phone Number: 410-767-1883 Office FAX Number: 410-333-5958
TO Manager:	Greg Reed Office Phone Number: 410-767-6672 Office FAX Number: 410-333-5893
Project Number:	OPASS # 11-10637 PO # M00B1400437
TO Type:	Time and limited materials
Period of Performance:	2 Years and 9 months 3,000 hours 09/01/2011 thru and including 05/31/2014
MBE Goal:	5%
Small Business Reserve (SBR):	NO
Primary Place of Performance:	Maryland Department of Health and Mental Hygiene 201 W. Preston St. Baltimore Md. 21201
State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:	Access to the VPN token provided. RSA keys will be provided by DHMH.
TO Pre-Proposal Conference:	None scheduled.

SECTION 1- ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement (TOA) scope issues, and for authorizing any changes to the TOA. See Section 2.8 for information on change orders.

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

1.2 TO AGREEMENT

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

1.3 TO PROPOSAL SUBMISSIONS

The TO Proposal is to be submitted via US mail in one package containing three separate envelopes (see below for clarification on the contents of each envelope.).

The package must be labeled TORFP #M00B1400437.

Send to:

Maryland Department of Health and Mental Hygiene
Center for Immunization
201 West Preston St.
3rd floor, room 318 Attn: Greg Reed
Baltimore, Maryland 21201

The first envelope will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP #M00B1400437 Technical". Please submit five (5) copies that include three (3) original signature documents.

The second envelope will be the financial response to this CATS II TORFP and titled, "CATS II TORFP #M00B1400437 Financial".

The third envelope will include the TO MBE response to this TORFP and titled, "CATS II TORFP #M00B1400437 MBE response". Please submit five (5) copies that include three (3) original signature documents. Attachment 2 - MBE Forms D-1 and D-2

A complete PDF of all documents is to be included with the proposal on a CD in third envelop.

1.4 ORAL PRESENTATIONS/INTERVIEWS

There will not be any oral presentations required.

1.5 MINORITY BUSINESS ENTERPRISE (MBE)

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

1.6 CONFLICT OF INTEREST

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

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

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at Maryland Department of Health and Mental Hygiene, 201 W. Preston St. Baltimore MD. 21201, Room 300. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement in the form of Attachment 7. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TOA in order to fulfill the requirements of the TOA. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement in the form of Attachment 7.

1.8 LIMITATION OF LIABILITY CEILING

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

1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

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

Attachment 9 is the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the checklist. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

1.10 CONTRACT FUNDING DESCRIPTION

Funding for this TO Contract by Federal Cooperative Agreement and is subject to the amount awarded to the Department through the cooperative agreement with the Center for Disease Control and Prevention (CDC). The amount of this TO Contract could be reduced or terminated based on funding changes in the Federal award.

SECTION 2 – SCOPE OF WORK

2.1 PURPOSE

The Infectious Disease and Environmental Health Administration (IDEHA)/ the Center for Immunization is issuing the CATS II TORFP to obtain 3,000 hours (approximately 20 hours work per week) of, Maintenance, Enhancements, Modifications and Support contract for the Maryland Immunization Information System Registry. These hours and the work assigned to the TO Contractor are to be used as we need them and in the manner that we need them used daily, weekly, monthly based on the current required need of the MD IIS Registry. The scope of this contract is to establish maintenance, support and enhancements for the Maryland Immunization Information System (MD IIS) (ImmuNet). Services are sought from a qualified, technically skilled TO Contractor who has prior knowledge and experience working with the complex intricacies within the field of immunizations as well as the ever-growing needs of an evolving Immunization Information System (IIS). The TO Contractor will report to the MD IIS Coordinator and provide assistance to the MD IIS Information Technologist (IT) with flexible support ranging from system maintenance to new modules.

2.2 REQUESTING AGENCY INFORMATION

The Center for Immunization is a unit within Infectious Disease and Environmental Health Administration (IDEHA) which is staffed with epidemiologists, nurse consultants, immunization registry staff and also houses the Vaccines for Children division. The Immunization Registry Coordinator maintains the MD IIS Registry called ImmuNet which houses patient immunization records for children and adults throughout Maryland. Maryland is committed to achieving the highest immunization rates possible. A reliable, user-friendly IIS is a very important tool in achieving these efforts. After an internal evaluation by the Center for Immunization of the Maryland IIS, with assistance and consultation from the CDC, Maryland decided to move to the most widely used IIS software in the country: Wisconsin Immunization Registry (WIR).

2.3 MANAGEMENT ROLES AND RESPONSIBILITIES

The MD IIS Coordinator shall assign all aspects of the work load and shall coordinate the functions of the interaction between the TO Contractor and the MD IIS Technician. The MD IIS Coordinator shall oversee the daily operations of the MD IIS Registry and shall make determinations as to the best way to use the allotted hours of service for the TO Contractor.

TO Contractor shall assign personnel who will serve as the TO Contractor personnel responsible for completion of MD IIS work as directed by MD IIS Coordinator. The TO Contractor will make recommendations to MD IIS Coordinator as to how many personnel will be assigned to complete MD IIS work based on the MD IIS support hours available, which must be approved by the MD IIS Coordinator.

2.4 SYSTEM BACKGROUND AND DESCRIPTION

The Center for Immunization needs to establish maintenance, enhancements and support contract. The current MD IIS ImmuNet registry is based on the open source WIR system.

A. TECHNICAL REQUIREMENTS

MD IIS Registry, ImmuNet, has been built on a conventional 3-tier architecture, which includes a web server, application server, and database server. The following provides additional information on specifications for these servers.

Web Server

- (a) Apache HTTP server – version httpd 2.2 or later configured for use with Secured Sockets Layer (SSL) (VeriSign)
- (b) SSL security certificate

Application Server

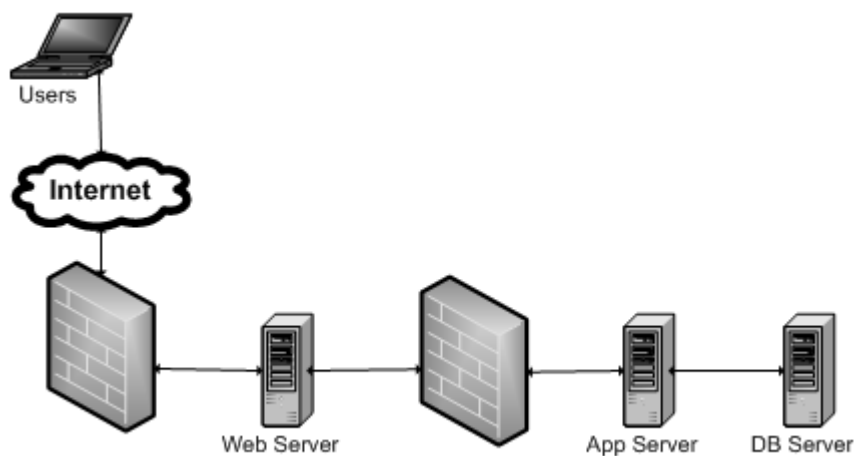
Oracle 10g Application Server version 10g Release 2 with the latest patch set –

- (a) Configure OCJ4 container including JMS and RMI ports; JVM optimization
- (b) JDK version 1.6, with latest updates
- (c) Cygwin - including the *gcc* and *cygrunsrv* packages
- (d) the Oracle HTTP Server (OHS) included in the Oracle Application Server 10g, the extended version of the Apache web server.
- (e) Oracle Reports Server (ORS) is used for the command-line interfacing as required by the ImmuNet formatted reports.

Database Servers (transactional and datamart)

- (a) Oracle 10g database version 10g Release 2 with the latest patch set.
- (b) ImmuNet datamart and transactional database instances

Architecture Diagram



ImmuNet-Specific Deployments (Modules)

- (a) **Compile PL/SQL** - ImmuNet makes heavy use of compiled PL/SQL packages
- (b) **ImmuNet Web Applications** - There are 3 Java web applications that have been deployed using Enterprise Manager as .ear files. All updates are needed to be deployed with the Oracle Enterprise Manager as well.

- (c) **Client De-duplication (RunMatch)** - RunMatch module is used to prevent duplicate clients into the registry by matching supplied client identifying criteria to existing clients in the database.
- (d) **Data Exchange** – A process that contains code for a number of application services which combined support the Data Exchange functions of ImmuNet (TDGServer, TDGLite, MatchServer)
- (e) **IRPipe** - IRPipe is used to communicate with Oracle Reports for long-running reports and processes that are run asynchronously.
- (f) **Casa** - Casa is used to perform Casa extracts based on a common review date.
- (g) **IRDatamart** - The *IRDatamart* project contains the source code for the Datamart Extract-Transform-Load (ETL) processes. These processes are the mechanism by which the datamart is kept up-to-date and in sync with data added or updated to the transactional database instance.
- (h) **Reports** – ImmuNet has numerous OAS and Jasper-based reports.

Web Server Configuration

- (a) 4.1 Apache HTTP Server Installation/configuration/maintenance
- (b) SSL renewal and install

Data Clean-up and Archival

DB and Server cleanup (scheduled)

System support Requirements

- (a) WIR is an open-source Java-based system. Since its inception in 1999, it has evolved into a very robust and scalable registry system as numerous advancements have been implemented over time. A TO Contractor having experience with the evolution of this system is required.
- (b) This project relies heavily on an OLTP Oracle RDBMS. In depth knowledge of Oracle RDBMS and Oracle Application Server by certified TO Contractor personnel is required.
- (c) ImmuNet is a mission critical application that demands maximum uptime. A TO Contractor who has previously worked with at least two similar immunization registries is required. Due to the nature of this system, Maryland cannot endure much of a learning curve from the TO Contractor and requires an uninterrupted system support.
A TO Contractor with practical experience in the GIS technology is not required but strongly preferred. Maryland's Governor is an advocate of this technology and would like it see it implemented in all disciplines. Maryland plans to leverage this powerful state resource to spatially enable the immunization data for a quick and dynamic visual display of immunization data in the future.

Required TO Contractor Staff Skills

The TO Contractor shall ensure that project resources are available as needed to perform the following common Immunization Registry system maintenance functions:

- (a) Project Management and Planning;
- (b) Software Design, Development and Testing;
- (c) Database Support;
- (d) Geographical Information System (GIS) Support;
- (e) Technical Architecture and Network Planning;
- (f) Unit, System and User Acceptance Testing;
- (g) Performance and Stress Testing;
- (h) Requirements Management;

- (i) Immunization Registry Business Analysis;
- (j) Software Quality Control;
- (k) Software Quality Assurance Management and Deployment;
- (l) Software Configuration Management;
- (m) Software Release Management;
- (n) User and Technical Documentation; and
- (o) Tier 1 Help Desk Support.

B. PROJECT APPROACH

TO Contractor and its personnel are required to follow the following project approach as part of its work on this Contract:

- (a) Access to Application: MD-IIS uses the built-in Oracle-based identity management. User access is granted via a Role-based access (RBAC) to achieve an elevated degree of security and access control to real-time resources and information retrieval. RBAC provides an efficient and effective means for securing access to online services. MD-IIS uses the service to:
 - (i) Verify the identity of individual users;
 - (ii) Manage user accounts;
 - (iii) Assign appropriate access to online resources; and
 - (iv) Delegate authority or distribute administrative tasks.
- (b) Organization of the Source Code: The MD-IIS application refers to the web-based user interface, core business logic, and data access routines that are accessed by MD-IIS users and administrators through a web browser. The MD-IIS application is implemented mostly in PL/SQL and the remainder in Java and C. It makes use of standard Oracle libraries such as HTP (hypertext procedures) to deliver HTML to the user's web browser. The MD-IIS application is organized in the following way: Each logical module is delivered in what is referred to as a "package". A package contains a series of related procedures and supports the basic programming principals of modularization and data/code hiding. For MD-IIS, each package is divided into two files. One file with the suffix ".sps" identifies the public access functions, procedures and variables for a package. Its purpose is to serve as the package specification and also contains documentation pertinent to using the functions provided by the package. A second file with the suffix ".spb" contains all of the source code for the package to include both public and private functions. The spb file implements the function described in the sps file.

The registry application has been further organized into three abstract layers (separate set of stored procedure packages for each layer) the user interface, business rules, and data access. This was done to reduce duplication and improve maintainability. To facilitate maintenance and change tracking, the PL/SQL code is formatted and commented in accordance with a system wide documentation specification. Production code is stored within the Oracle database and within CVS for source and version control.

- (c) Overview Of How The Application Operates: All user interaction with the MD-IIS is via the user's Internet browser. None of the IR application logic resides on a user's machine. The IR application is built on a Request-Response Model: HTTP. In this model, the client (user) sends HTTP requests to the IR HTTP listener. The listener then either responds to the request with static

HTML or routes the request to the application server or report server. In either case, the context for the interaction between the browser and the listener is dropped. This stateless request method means that every request or user interaction is an independent event.

User requests that require something other than the simple display of static HTML are routed to a middle tier application server. The primary function of this middle tier is to broker the request with the appropriate server. In the case of MD-IIS, this means routing the request to either the database server or report server and returning the response to the web server that passes the response on to the user's browser.

A relational database serves as the repository for client and immunization data. All requests for information from both the application and report server call stored procedures within the database. Results from the stored procedures are dynamically formatted into HTML for display in the user's browser. Certain requests that require especially high-performance or special IO services are routed to programs that run outside of the database but run on the database server. Such requests include the real-time client (patient) search/de-duplication to avoid creating duplicate client records.

- (d) How The Client Tier Operates: MD-IIS users access the registry from a diverse set of platforms with wildly varying degrees of internal IT support. One of the goals for the MD-IIS front-end was to reduce the need for client-side software installation and integration to the absolute minimum. Minimum requirements for a client installation are an internet browser, either Microsoft's IE 4.x or Netscape 5.x or later to run the MD-IIS application and Adobe Acrobat Reader 5.x or later to view and print online reports and forms.

To achieve as thin a client as possible, the MD-IIS user interface is comprised mostly of HTML web pages generated dynamically in response to user requests. JavaScript is used in many of the web pages to perform some client-side data entry validation and enhance usability. These web pages are designed to stand independently in accordance with the simple stateless model embraced by the application. While the use of JavaScript does incur some use of client computing resources, the impact on the system is minimal and the MD-IIS application can be run successfully on very meager systems.

Note: The application does not use Oracle Forms and does not run Java on the client.

- (e) How The Middle Tier Operates: A Web Server is the starting point for an MD-IIS session. MD-IIS is installed utilizing Apache but is not tied to any particular brand of Web Server. The services provided by the Web Server are limited to listening and serving up HTML as well as supporting communications via the SSL for securing the privacy of transferring immunization data. Other than serving the few static images that are a part of MD-IIS, the web server routes most requests to the MD-IIS application server.

MD-IIS utilizes Oracle internet Application Server (iAS) to broker user requests. Since the majority of the application display and user interaction is implemented using the PL/SQL language (Oracle's native procedural data access language), the primary use of iAS within MD-IIS is to provide a gateway to the database server. While ease of access to an Oracle database was one of the chief reasons for implementing MD-IIS using iAS, iAS provides other important services to MD-IIS.

MD-IIS was required to be able to deliver certain information as highly formatted and printable

forms. Examples of such forms include a new-client form, a vaccination record, a recall postcard, etc. A common means of delivering such information in a thin-client deployment is to make use of Adobe's PDF document format. Since all of the forms require data to be displayed from the MD-IIS database within the form, it was decided to create the reports using a product that was tightly integrated with the Oracle database. All reports were created using Oracle Developer and are generated at run-time utilizing the Oracle Reports Server (ORS). Report requests are passed through iAS to a CGI gateway to the report server. The ORS brokers the database interactions, generates the PDF files and sends the response to the web server. The ORS can be run on a machine other than the one hosting the web server. In Maryland, the iAS and ORS runs on the same machine and the web server software will run on a separate machine. The web server software will forward all request to the application server via an Apache proxy forward.

Java procedures running under iAS are used to manage pooled connections to the database server. Those connections must be continuous.

To work around a timing problem on very large long-running reports, MD-IIS requires a small custom program to run on the report server hardware. This program monitors long-running reports and provides a means for the user to query when a report is complete and ready for downloading. This became necessary because some of the large mailing recall reports would take so long to generate that the web server session would time-out before it completed. This software is currently implemented in Java and runs as a process under Linux.

Oracle Net9 is the final middleware component of MD-IIS. This is the Oracle network transport protocol to support communications between the Oracle database, iAS and ORS.

- (f) How The Application Tier Operates: MD-IIS is currently hosted on an Oracle 10g database. There are certain portions of the application, such as the immunization recommendation module that are computationally intensive and well suited to an object-oriented language like Java. While modules are generally implemented in PL/SQL, some are implemented in Java to improve the performance of generating large reports, and to provide reusable components for other independent registries.

An MD-IIS requirement is to ensure that best efforts are made to reduce the entry of duplicate client information. It was decided that the best means to achieve this goal was to perform a real-time de-duplication of incoming new client data. A probabilistic matching algorithm was implemented to perform this function. PL/SQL was not suitable for this task as it is computationally intensive and requires that large amounts of data reside in memory in very specialized structures. The de-duplication facility was written in C and Pro*C. Pro*C is an Oracle extension (a proprietary pre-compiler that embeds SQL and PL/SQL statements) that provides native access to the Oracle database. The de-duplication process is currently implemented to run on the database server hardware. Communications between the MD-IIS PL/SQL functions and the de-duplication process are via a mechanism that Oracle terms pipes. When the de-duplication process is started, it extracts information from MD-IIS and sets up a number of data structures in memory. It then initializes a listener that waits for communications from the MD-IIS application. When the listener receives a matching request, the program determines whether or not the information matches and responds with either match candidates or indicates that the request matched no client on the system. The normal time for a matching request to be resolved on the current system with almost one million clients is under a second.

The MD-IIS design supports exchange of files with some other applications. Most of these

applications transport files, in Health Level (HL)/7 format and flat file format, within HTTPS or secure FTP and use processes written in Java/EJB that include a Job Manager, Document Processor, Transaction Processor and Response Processor. One (outbound only) download interface (of data extracts for CASA reporting) operates differently: using an Oracle pipe listener on the database brokers the request to a C/Pro*C program running on the database server, the end result of which is a file that is compressed using PkZip compatible compression and placed in a user specific location on an FTP server. The application displays when one of these files is available through a status display and the user can then download the file to their workstation via FTP.

- (g) User Interface: All user interaction with the MD-IIS is via the user's Internet browser. None of the MD-IIS application logic resides on a user's machine.

The user interface was written mostly in Oracle PL/SQL stored procedures that use Oracle libraries such as HTTP to dynamically generate HTML web pages and to dynamically generate Javascript within many of the HTML web pages. (Note: These are ordinary HTML web pages, not Oracle Forms, so no Oracle specific software is installed on the client.) The Javascript is used to perform some client-side data entry validation and enhance usability. The user presentation layer PL/SQL code is logically segregated, as a separate set of stored procedures, from the business rules layer and data access layer logic.

This application does not use Oracle J-Initiator on the client. The code for this application that runs on the client is all HTML with Javascript, not Java. Any Java code in the application runs only on the servers. The front end for data exchange of files is written in Java (J2EE deployed within an Oracle9iAS container) which dynamically generates web pages.

The requirements for a client installation are PC or Notebook with an internet connection, an internet browser, either Microsoft's IE 4.x or Netscape 5.x or later, to run the MD-IIS application and Adobe Acrobat Reader 5.x or later to view and print online reports and forms. The client's browser must be set to enable Javascript and SSL. No other client side software is required, other than an OS compatible with the browser and Acrobat Reader.

The web browsers, JavaScript and Acrobat are all available for Linux and Mac systems. Other states have successfully installed the system on various platforms.

- (h) Business Rules: Business rules are contained in PL/SQL stored procedures and Java. The business rules PL/SQL code is logically segregated, as a separate set of stored procedure packages, from the data access logic and user presentation logic.
- (i) Data Access: Most of the data access is within PL/SQL stored procedures that contain SQL. The data access PL/SQL code is logically segregated, as a separate set of stored procedures, from the business rules logic and user presentation logic. The PL/SQL user interface stored procedures and PL/SQL business rules stored procedures call PL/SQL data access layer stored procedures. Each report template (for the Oracle Reports Server) contains embedded SQL. The C programs (for the patient search/deduplication engine) use Pro*C precompiler to embed SQL. The Java (J2EE) for the file data exchange uses a little bit of SQLJ to embed SQL as well as JDBC.
- (j) Network: The MD-IIS application is currently hosted in-house at the Office of Information Technology (OIT) for Development, User Acceptance Testing/Load Testing and Production environments. The hardware for the Oracle iAS/ORS and the hardware for the Oracle DBMS are

located in the DHMH DataCenter.

- (k) Environments: There are delineated failover and production environments and a physical separation of hardware where necessary for security and configuration purposes. MD-IIS also has a training environment that often is used for testing prior to any deployment into the production environment.
- (l) Testing and Quality Assurance: The Vendor shall plan and execute complete and coherent testing and quality assurance programs. These efforts shall include process controls, defect removal, and a full range of testing activities from unit testing through system testing and inter-system integration testing as well as retesting and regression testing, when applicable. Additionally, testing within a realistic operating environment—to include load testing and security testing is required

2.5 PROFESSIONAL DEVELOPMENT

The Center for Immunization will not credit any training hours to this TOA.

2.6 REQUIREMENTS

2.6.1 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

At a minimum, the work to be accomplished by the TO Contractor personnel under this TORFP shall consist of the following:

Within each task, the TO Contractor may suggest other subtasks or deliverables to improve the quality and success of the project.

- 2.6.1.1 TO Contractor shall ensure that all MD IIS maintenance is performed in a timely manner based on the system specs, the system technical manual and any other needs deemed important by the MD IIS Coordinator and MD IIS IT.
- 2.6.1.2 TO Contractor shall perform MD IIS maintenance before or after business hours of Monday-Friday, 8 a.m. to 4:30 p.m. EST.
- 2.6.1.3 TO Contractor shall notify MD IIS Coordinator and MD IIS IT when maintenance is planned.
- 2.6.1.4 TO Contractor shall resolve system bugs in a timely manner ensuring that the system remains stable and connectivity maintained at all times. In the event of any system downtime, the TO Contractor shall send, at a minimum, daily updates on the progress. More frequent progress updates can be requested by the MD IIS Coordinator, and these progress requests must be answered via email or phone by the TO Contractor the same day they are made.
- 2.6.1.5 TO Contractor shall assist MD IIS staff with Help Desk inquiries from MD IIS users. TO Contractor shall be available during business hours for Help Desk assistance. A response/acknowledgement of a Help Desk assistance request must be made by TO Contractor the same day a request is placed by MD IIS.

- 2.6.1.6 The TO Contractor shall perform data mining in response to requests by the MD IIS staff including the development of Ad Hoc reports and assisting the MD IIS staff in completing the CDC data request for the IIS Annual Report issued by the CDC.
- 2.6.1.7 The TO Contractor shall be able to meet the weekly changes in task priority as directed by the MD IIS Coordinator.
- a. Resolving a recently discovered system bug may take precedence over an enhancement/modifications project that the TO Contractor has been focusing on during a previous timeframe.
 - b. Enhancement/modification projects may need to begin in conjunction with other projects such as regular scheduled system maintenance and data mining/reporting.
- 2.6.1.8 TO Contractor shall work on MD IIS Registry enhancement/module projects. The enhancements/modules will be completed within the hourly confines of this agreement as time or workload permits. Enhancement/module projects include but are not limited to:
- a. Development of MD IIS partner systems for capturing other forms of immunization related data
 - b. New data tracking system using GIS
 - c. WIR specific enhancements available from other WIR consortium states tailored to the MD IIS Registry.
 - d. Many other enhancements as the requirements are made known to the TO Contractor
- 2.6.1.9 Equipment requirements for the TO Contractor to provide:
- a. A 32-bit windows-based (XP, Vista, 7) computer system that shall allow log in access to the VPN token provided. A 64-bit client is not currently supported for remote login.
 - b. The TO Contractor must have High Speed Internet for connection to infrastructure at DHMH. DHMH will provide RSA keys. T1 minimum preferred for high speed bi-directional data flow.
- 2.6.1.10 The TO Contractor shall provide total contract with 3,000 hours of staff time (approximately 20 hours per week). The MD IIS Coordinator will work with the TO Contractor to prioritize and schedule the work tasks for each week of work.
- 2.6.1.11 The TO Contractor shall assist the MD IIS Coordinator and MD IIS IT with resolution of system bugs and functionality issues as prioritized by the MD IIS Coordinator.

- 2.6.1.12 In the event of any ImmuNet system down time, updates from the TO Contractor shall occur every four hours until the issue(s) are resolved. In these circumstances, the TO Contractor shall provide an operational incident report (OIR) (Attachment 13) following resolution of the issue. The OIR will document issue duration, impacted functionality, and corrective action taken.
- 2.6.1.13 The TO Contractor shall assist the MD IIS IT in installing system upgrades to include modifications and new modules to system functions, including newly released vaccines and their corresponding Advisory Committee on Immunization Practices (ACIP) recommendations/forecasting, and other system or program updates.
- 2.6.1.14 The TO Contractor shall assist the MD IIS Coordinator, MD IIS IT, or other registry staff with electronic data sharing as needed. Data sharing will typically be handled by the MD IIS IT, though TO Contractor support can be utilized towards these efforts in the event of an influx in work of this nature or when troubleshooting technical issues as a result of data sharing.
- 2.6.1.15 The TO Contractor shall assist the MD IIS Coordinator with data queries and ad hoc reporting as needed. MD IIS users are given user rights enabling them to run data queries and ad hoc reports themselves, though due to the complexity of the reports, the TO Contractor is expected to assist in this process. The MD IIS Coordinator will contact the TO Contractor when support time should be prioritized toward completion of said data queries and reports.
- 2.6.1.16 The TO Contractor shall assist the MD IIS Coordinator in resolving help desk issues reported by end users. End users will contact the Maryland-staffed help desk. The help desk, MD IIS Coordinator and MD IIS IT will attempt to resolve help desk issues reported by MD IIS users. In the event that the issues cannot be resolved by Maryland, then the TO Contractor shall be asked to assist. In the event that the help desk issue stems from a system bug or functionality error, the TO Contractor shall work on the issue as prioritized by the MD IIS Coordinator.
- 2.6.1.17 The TO Contractor shall develop new Maryland specific system modules for the MD IIS. The modules developed will be completely new and not merely customizations of existing available modules from other WIR Consortium states. The TO Contractor shall also configure for the MD IIS existing enhancements that have been developed for WIR by other WIR-based state IIS. The TO Contractor shall also assist in installing said enhancements and modules. At onset of enhancement work, the TO Contractor will provide a timeline for completion of enhancement /module work with the understanding that the timeline can be adjusted to account for any unforeseen registry assistance in other fields such as bug fixes, electronic data exchange, etc.
- 2.6.1.18 The TO Contractor shall participate in WIR Consortium calls where representatives from other WIR states and other WIR contractors discuss potential enhancements/modules, alterations and advancements to the WIR system. Consortium calls are scheduled on an as-needed basis.

2.6.1.19 The TO Contractor shall perform a gap analysis as directed by the MD IIS Coordinator to determine scope and effort of additional enhancements, refinements or new modules of the MD IIS that could better serve MD IIS users.

2.6.1.20 The TO Contractor shall facilitate weekly status meetings with the MD IIS Coordinator and MD IIS IT. These meetings will provide a summary of work/activities completed the prior week as well as review and establish priorities for the upcoming week of support.

2.6.2 WORK HOURS

- a. The TO Contractor shall be available between the business hours of 8:00 a.m. and 4:30 p.m. Eastern Monday through Friday, with exception of State holidays for Help desk assistance and weekly meetings as required.
- b. The TO Contractor will assist the MD IIS IT with ongoing MD IIS maintenance before or after regular business hours. The TO Contractor shall notify MD IIS Coordinator and MD IIS IT when maintenance is planned.
- c. In the event of an emergency situation where the system is offline or otherwise unusable by MD IIS users, the TO Contractor may be asked to work beyond the regular MD IIS business hours and/or beyond the 20 hour/week support and maintenance schedule. The extra hours worked will be offset over the remainder of the contract period.

2.6.3 SERVICE LEVEL AGREEMENT

- A. The scope of work for this TOA includes maintenance, support, enhancements and creation of new modules for the MD IIS (ImmuNet) Registry. Services are sought from a qualified, technically skilled TO Contractor who has demonstrated knowledge, experience, and success working with electronic IIS Registries in other states. The specific system used in Maryland is the converted WIR version 1.6.0 specifically tailored to Maryland State Registry requirements and guidelines. The TO Contractor shall report to the MD IIS Coordinator and provide flexible support to the MD IIS IT ranging from system maintenance to creating new modules.
- B. After TOA award but before the TOA start date, the selected TO Contractor will be required to attend 60 hours of training (between August 11, 2011 to August 31, 2011), if the State deems it necessary. The training will be held on site at the selected TO Contractors place of business. No payment will be made to the TO Contractor for the training sessions.

Service Levels	Phone Response	Email Response	Response Availability	Comments
Critical	4 hours	4 hours	7 days/week, 24 hrs a day	MD IIS is completely nonfunctional. Users can not access the system.
Urgent	8 hour	8 hours	7 days/week, 24 hrs a day	The issue causes users to not be able to perform most of their regular work

				with the MD IIS
Routine	24 hour	1 work day	5 days/week, Mon-Fri, 8:30AM-4:30PM	The issue results in minimal user inconvenience such as a typical system bug affecting 1-2 functions

2.6.4 PERFORMANCE EVALUATION

TO Contractor Personnel will be evaluated by the TO Manager or designated supervisor on an annual basis for each assignment performed during that period. The established performance evaluation and standards are included as Attachment 17. Performance issues identified by the agency are subject to the mitigation process described in Section 2.6.5 below.

2.6.5 PERFORMANCE PROBLEM MITIGATION

In the event the agency is not satisfied with the performance of TO Contractor personnel, the mitigation process is as follows. The TO Manager or designee will notify the TO Contractor by telephone and follow up with an Email describing the problem and delineating remediation requirements. The TO Contractor will have three business days to respond with a written remediation plan. The plan will be implemented immediately upon acceptance by the TO Manager. Should performance issues persist, the TO Manager may give written notice or request immediate removal of the individual whose performance is at issue.

2.6.6 SUBSTITUTION OF PERSONNEL

The TO Contractor may not substitute personnel without the prior approval of the agency. All requests for substitutions shall comply with Section 2.10 of the CATS II Master Contract. The TO Manager shall have the option to interview the proposed substitute personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.

2.6.7 BACKUP / DISASTER RECOVERY

The data backup and information storage responsibilities belong to MD IIS. The TO Contractor is not responsible to perform backups of the web, application, and database servers at all. The TO Contractor will be required to bring the system back on line, should their upgrades or changes in the platform cause the system to crash or not function properly.

2.6.8 HARDWARE, SOFTWARE, AND MATERIALS

The TO Contractor shall be allowed to charge the portion of their Oracle License renewal that is used to perform the updates and new modules created for the MDII S Registry. They will have to make that purchase through one of the Maryland registered Minority Business Enterprise to accomplish the MBE requirements of this TOA. The TO Contractor must be fully skilled to support every aspect of the WIR based MD IIS Registry.

2.7 DELIVERABLES

Written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and must:

- 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) Present information that is relevant to the section of the deliverable being discussed.

The State required deliverables are defined below in Section 2.7.1. Within each task, the TO Contractor may suggest other subtasks or deliverables to improve the quality and success of the project.

2.7.1 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

ID #	Deliverables	Acceptance Criteria
2.7.1.1	Maryland specific system modules (Task 2.6.1.17)	Software module must comply with Maryland’s SDLC and be delivered with release notes and documentation for code in accordance with Section 2.4 (B)(b).
2.7.1.2	Ad Hoc reports (Task 2.6.1.6)	Report will clearly show all data criteria and relationships in Microsoft Excel 2007 or later, or another format approved by the MD IIS Coordinator.
2.7.1.3	IIS Annual Report (Task 2.6.1.6)	Report will comply with CDC requirement and be delivered annually to MD IIS Coordinator at least 3 weeks prior to due date for submitting the report to the CDC
2.7.1.4	Weekly Status Meeting Minutes (Task 2.6.1.20)	Report will be in Microsoft Word 2003 or later and shall contain summary of work/activities completed the prior week as well as review and establish priorities for the upcoming week of support. Report shall be delivered at beginning of each week for the prior week.
2.7.1.5	Update Documentation	The TO Contractor shall update documentation as needed.
2.7.1.6	MD IIS functionality issues/bug fixes	The TO Contractor shall ensure that functionality issues are addressed with responses within the required time frames for the three different levels of severity in accordance with section 2.6.3

2.8 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

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

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

TO activities.

- F) The WIR based software belongs to the State of Wisconsin. Under the State of Maryland's agreement with Wisconsin (Attachment 15) any and all changes, enhancements, modifications, new modules or any other tailoring that is completed by the TO Contractor or the State of Maryland, will belong to the State of Wisconsin and be used by the State of Maryland. The work done under this TOA will be made available to the WIR Consortium for adoption by any other WIR consortium member free of charge.

2.9 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS

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

- A) The TO Contractor must be currently supporting and maintaining at least one WIR-based state IIS within the WIR consortium.
- B) The TO Contractor must have experience installing and developing enhancements for a WIR-based state IIS since January 2009.
- C) The TO Contractor must supply documentation of work history with at least one other WIR based state IIS project since January 2009, along with references and contact information for each.
- D) WIR is an open-source java-based system. Since its inception in 1999, it has evolved into a very robust and scalable registry system as numerous enhancements have been implemented overtime. A TO Contractor must have 1 year of demonstrated knowledge and experience with WIR system enhancements of the evolution of this system.
- E) This project relies heavily on an OLTP Oracle RDBMS. The TO Contractor must provide at least one staff member who is a certified Oracle RDBMS and Oracle Application Server technician.
- F) MD IIS is a mission critical application that demands maximum uptime. Due to the nature of this system, Maryland requires an uninterrupted system support.

2.10 TO CONTRACTOR EXPERTISE REQUIRED

The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The TO Contractor shall possess such expertise in-house or that it has fostered strategic alliances with other firms for providing such services.

- A) Required Certifications (copies are preferred)
 - a. Oracle 10g release 2 certification.
 - b. Minimum of Oracle 10g RDBMS and Application Server certification
 - c. GIS certification (preferred). The TO Contractor must be currently supporting and maintaining at least one WIR-based state IIS within the WIR consortium.

2.11 REPORTING

The TO Contractor and the TO Requesting Agency shall conduct weekly progress meetings. A monthly project progress report shall be submitted by the 10th business day of each month to the TO Manager and shall contain, at a minimum, the following information sent by Email:

- A) TO Requesting Agency name, TO Agreement number, functional area name and number, reporting period and "Progress Report" to be included in the e-mail subject line.
- B) Work accomplished during each 20 hour work week, reported by separate week within the one month period.
- C) Deliverable progress, as a percentage of completion.
- D) Problem areas, including scope creep or deviation from the work plan.
- E) Planned activities for the next reporting period.
- F) Gantt chart updated from the original to show actual progress; as applicable, explanations for variances and plan for completion on schedule.
- G) An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date.

2.11.1 INVOICE FORMAT

The TO Contractor must submit a monthly report detailing the work accomplished with each 20 hour week separately reported. The report must be sent via email to the MD IIS Coordinator. Payment will not be issued until the monthly report is approved by the MD IIS Coordinator. The MD IIS Coordinator will issue the signed Acceptance of Monthly Work Report Attachment # 14 to the TO Contractor. The form will be issued by Email and the original will be kept by the MD IIS Coordinator.

- A. Payment will only be made upon completion of the work assignments by TO Contractor as defined in 2.6 and with signed Attachment 14, and testing and final acceptance of work by MD IIS Coordinator.
- B. The TO Contractor must submit a monthly report detailing the work accomplished with each 20 hour week separately reported. The report must be sent via email to the MD IIS Coordinator. Payment will not be issued until the monthly report is approved by the MD IIS Coordinator. The MD IIS Coordinator will issue the signed Acceptance of Monthly Work Report Attachment # 14 to the TO Contractor the form will be issued by Email and the original will be kept by the MD IIS Coordinator.
- C. Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS Master Contract. Invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and must be submitted as directed below for payments. Payment of invoices will be withheld if a signed Acceptance of Monthly Work Report form is not submitted.
- D. The TO Contractor shall submit an invoice for payment upon receipt of the Acceptance of Monthly Work Report completed form from the TO Coordinator on or before the 15th day following receipt of the completed and signed Acceptance of Monthly Work Report from the MD IIS Coordinator. Invoices must be received within fifteen (15) days following the receipt of the Emailed Report notification authorizing the issuing of an invoice for payment. A copy of the notice(s) of acceptance form shall accompany all invoices submitted for payment. The original invoice will be US mailed, hard copy to:

The Maryland Department of Health and Mental Hygiene/Infectious Disease and Environmental Health Administration
ATT: Charlene Fienstein,
201 W. Preston St.
3rd floor Room 320,
Baltimore MD. 21201

- E. All invoices must (at a minimum) be signed and dated, and include the following:
 - a. The TO Contractor's name and mailing address,
 - b. The TO Contractor's Federal Tax Identification or Social Security Number,
 - c. The State assigned ADPICS number _____,
 - d. The goods or services provided,
 - e. The time period covered by the invoice,
 - f. Amount of invoice
 - g. Services rendered
 - h. Contract Number and Beginning/Ending Dates
- F. The invoice will be logged in and date stamped.
- G. The invoice will be given to the MD IIS Coordinator.
- H. The MD IIS Coordinator will check the invoice for accuracy and approve it for payment
- I. The MD IIS Coordinator will attach the original Acceptance of work approval form and return the paperwork to Procurement for Payment.
- J. Final invoice for TO Contract.

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 45 calendar days from the TO Agreement termination date.

2.11.2 MBE PARTICIPATION REPORTS

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS Master Contract by the 15th day of each month. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to Maryland Department of Health and Mental Hygiene/Infectious Disease and Environmental Health Administration at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to Maryland Department of Health and Mental Hygiene/Infectious Disease and Environmental Health Administration Maryland Department of Health and Mental Hygiene/Infectious Disease and Environmental Health Administration will monitor both the TO Contractor’s efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Procurement Officer and TO Manager.

SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

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

3.2 FORMAT

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements in section 1.3 of this CATS II TORFP. A TO Proposal shall provide the following two sections:

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE:

- A) Required Certifications (copies are preferred) per sections 2.10
 - a. Oracle 10g release 2 certification.
 - b. Oracle RDBMS and Application Server certification
 - c. GIS certification (preferred)
- B) Proposed Personnel 20 hour per week part time worker(s) List names and if necessary experience in the section they are named in.
 - a. Performing Maintenance
 - b. Performing Support
 - c. Tailoring Enhancements
 - d. Creating new Modules
- C) MBE Participation

Submit completed MBE documents, Attachment 2 - Forms D-1 through D-6, in a separate envelope marked MBE forms. These will be opened first to see if the required MBE goal and completed forms requirements are met. Only when this requirement is satisfied will the Technical proposal be considered.
- D) Subcontractors

Identify all proposed subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.
- E) Master TO contractor and Subcontractor Experience and Capabilities per section 2.10
 - a. Provide three examples of projects that you have completed that were similar in scope to the one defined in this TORFP Scope of Work. Each of the three examples must include a reference, to be provided with the proposal, complete with the following. One example must be a project involving a WIR based state IIS:
 - b. Name of organization.
 - c. Name, title, and telephone number of point-of-contact for the reference.
 - d. Type and duration of contract supporting the reference.
 - e. The services provided scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.

- f. Whether the Master TO contractor is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization.
- F) State of Maryland Experience: If applicable, the Master TO contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Master TO contractor shall provide:
- a. The State contracting entity.
 - b. A brief description of the services/goods provided.
 - c. The dollar value of the contract.
 - d. The term of the contract.
 - e. Whether the contract was terminated prior to the specified original contract termination date.
 - f. Whether any available renewal option was not exercised.
 - g. The State employee contact person (name, title, telephone number and e-mail address).

This information will be considered as part of the experience and past performance evaluation criteria in the TORFP.

F) Proposed Facility and equipment

Identify Master TO contractor's facilities, including address, from which any work will be performed. Identify the platform from which the work will be completed according to section 2.7.I.

G) State Assistance

- (a) Provide VPN token.
- (b) RSA key provided.
- (c) Space and equipment will be provided for the TO Contractor at DHMH if and when it may be required.

H) Confidentiality

- (a) A Master TO contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland.
- (b) TO 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.
- (c) The TO Contractor will be required to sign and agree to a Business agreement as regards to HIPPA. If there is an existing agreement it will be incorporated into this contract if not a new one will be processed.

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE:

- A) A description of any assumptions on which the Master TO contractor's Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal); The State's experience has been that approximately 30% of the hours are devoted to performing maintenance, 30% to performing support, 30% to tailoring enhancements, and 10% to creating new modules. **THESE PERCENTAGES ARE NOT A GUARANTEE OF FUTURE DIVISIONS OF WORK. WE HAVE FOUND THAT A COMBINATION OF**

SOFTWARE DEVELOPER AND BUSINESS ANALYST SEEMS TO HAVE WORKED WELL IN THE PAST. AGASIN, VENDOR IS REQUIRED TO PERFORM WORK AS REQUIRED AND THESE COMMENTS ARE FROM PAST EXPERIENCE AND ARE NO GUARANTEE OF FUTURE NEEDS.

- B) Attachment 1 & 1A- Completed Yearly Financial Proposals, including:
 - (a) Completed Attachment 1, this is an hourly based contract.
 - (b) Completed Attachment 1A for the MBE Oracle license fees.

SECTION 4 - PROCEDURE FOR AWARDING A TASK ORDER AGREEMENT

4.1. EVALUATION CRITERIA

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

4.2. TECHNICAL CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance.

- A. WIR Experience as listed in section 2.6. (inclusive) and 3.3.E & F.
- B. Required Certifications (please submit copies) per sections 2.10.
 - a. Oracle 10g release 2 certification.
 - b. Oracle RDBMS and Application Server certification
 - c. GIS certification preferred
- C) Experience Provided
 - a. Performing maintenance
 - b. Performing Support
 - c. Tailoring Enhancements
 - d. Creating new Modules

4.3. SELECTION PROCEDURES

- A) TO Proposed personnel will be assessed for compliance with the minimum qualification in Section 2.9 of the TORFP. Master Contractors' proposing personnel who fail to meet the minimum qualifications will be disqualified and their proposals eliminated from further consideration.
- B) TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- C) Qualified TO Proposal Financial responses will be reviewed and ranked from lowest to highest price proposed.
- D) The most advantageous TO Proposal offer considering Technical and Financial submission shall be selected for the work assignment. In making this selection, The Technical portion of the proposal will be worth more than the Financial portion.

4.4. COMMENCEMENT OF WORK UNDER A TO AGREEMENT

- A) Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, Business Agreement (HIPPA Required), a Non-Disclosure Agreement (To Contractor), a Purchase Order, and by a Notice to Proceed authorized by the TO Procurement Officer.
- B) See Attachment 12 - Notice to proceed (sample).
- C) If the State deems it necessary, the TO Contractor will be required to attend training. The

training period will start August 11, 2011. The selected TO Contractor will not be paid for this training. The training period will consist of no less than 60 hours of in service training to be conducted at the selected TO Contractor's business location. The scope of the training will include all aspects of the program software. The actual TO Contract will commence on September 1, 2011 and will continue, through Eleven Fifty Nine PM (11:59PM) May 31, 2014. It is suggested that the TO contractor have any persons who will be assigned to this TO Contract attend all or part of the training as is necessary to understand the functions they will be responsible for. The State will deem necessary for training any TO Contractor who is not currently working with the Maryland State Immunization Information System Registry (MD IIS R).

ATTACHMENT 1 - PRICE PROPOSAL

PRICE PROPOSAL FOR CATS II TORFP # M00B1400437
LABOR CATEGORIES

Labor Categories	A	B	C
	Hourly Labor Rate	Total Class Hours Annually	Total Proposed CATS II TORFP Price
WIR based Maryland Immunization Information System Registry Maintenance, Services and Enhancement contract total of 3,000 hours (approximately 20 hours per week) scheduled for assignment as the MD IIS Registry Coordinator assigns task priority to meet the current needs of the registry			
YEAR 1 (NTP – May 31, 2012)	\$	860	\$
YEAR 2 (June 1, 2012 – May 31, 2013)	\$	1,080	\$
YEAR 3 (June 1, 2013 – May 31, 2014)	\$	1,060	\$
Total Evaluated Price			\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

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

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS II TORFP # M00B1400437

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

1. As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
2. The TO Contractor must complete a separate Form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15th of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.
3. The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form D-6. The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.
4. It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15th of each month, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 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-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 1

Certified MBE Utilization and Fair Solicitation Affidavit

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

In conjunction with the offer submitted in response to TORFP No. M00B1400437, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 5 percent and, if specified in the TORFP, sub-goals of 0 percent for MBEs classified as African American-owned and 0 percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude that I am unable to achieve it. Instead, I intend to achieve an MBE goal of [REDACTED] percent and request a waiver of the remainder of the goal. If I am selected as the apparent TO Agreement awardee, I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.

2. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment 2 - Form D-2) with the proposal.
3. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.
4. I understand that if I am notified that I am the apparent TO Agreement awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
 - (a) Outreach Efforts Compliance Statement (Attachment D-3)
 - (b) Subcontractor Project Participation Statement (Attachment D-4)
 - (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
 - (d) Any other documentation required by the TO Procurement Officer to ascertain offeror's responsibility in connection with the certified MBE participation goal.

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

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

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

Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

Minority Business Enterprise Participation Schedule

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

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description: WIR based Maryland Immunization Information System Registry Maintenance, Services and Enhancement contract total of 3,000 hours (approximately 20 hours per week) scheduled for assignment as the MD IIS Registry Coordinator assigns task priority to meet the current needs of the registry
Task Order Agreement Number M00B1400437	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Provide Oracle License renewals	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL MBE PARTICIPATION:	<u> </u> %
TOTAL WOMAN-OWNED MBE PARTICIPATION:	<u> </u> %
TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:	<u> </u> %

Document Prepared By: (please print or type)
 Name: _____ Title: _____

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

Minority Business Enterprise Participation Schedule (Continued)

List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 3

Outreach Efforts Compliance Statement

In conjunction with the bid or offer submitted in response to TORFP #M00B1400437, I state the following:

- 6. Offeror identified opportunities to subcontract in these specific work categories:

- 7. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.

- 8. Offeror made the following attempts to contact personally the solicited MBEs:

- 9. Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.

(DESCRIBE EFFORTS)

- This project does not involve bonding requirements.

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

_____	By:	_____
Offeror Name		Name
_____		_____
Address		Title

		Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 4

Subcontractor Project Participation Statement

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE

Provided that _____ is awarded the TO Agreement in
(Prime TO Contractor Name)
conjunction with TORFP No. M00B1400437 it and _____,
(Subcontractor Name)

MDOT Certification No. _____, intend to enter into a contract by which the subcontractor shall:

(Describe work to be performed by MBE):

- No bonds are required of Subcontractor
- The following amount and type of bonds are required of Subcontractor:

By:

By:

Prime Contractor Signature

Subcontractor Signature

Name

Name

Title

Title

Date

Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 5

Minority Business Enterprise Participation TO Contractor Paid/Unpaid Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ Report is due by the 15th of the following month.	CATS II TORFP #M00B1400437 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
---	--

Prime TO Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
List all unpaid invoices over 30 days old received from the MBE subcontractor named above:			
1.			
2.			
3.			
Total Dollars Unpaid: \$ _____			

**If more than one MBE subcontractor is used for this contract, please use separate forms.

Return one copy of this form to each of the following people:

Greg Reed IDEHA, Maryland Department of health and Mental Hygiene, 201 W. Preston St. Baltimore Md. 21201 room 332 REEDGRE@dhhm.state.md.us	Carlietha Benbow OPASS, Maryland Department of Health and Mental Hygiene 201 W. Preston St. Baltimore Md. 21201 CBenbow@dhhm.state.md.us
--	--

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 6

Minority Business Enterprise Participation Subcontractor Paid/Unpaid Invoice Report

Report #: _____ Reporting Period (Month/Year): ___/_____ Report Due By the 15th of the following Month.	CATS II TORFP #M00B1400437 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
MBE Subcontractor Name: _____	
MDOT Certification #: _____	
Contact Person: _____	
Address: _____	
City: _____	State: _____ ZIP: _____
Phone: _____	FAX: _____
Subcontractor Services Provided: _____	
List all payments received from Prime TO Contractor during reporting period indicated above. 1. _____ 2. _____ 3. _____ Total Dollars Paid: \$ _____	List dates and amounts of any unpaid invoices over 30 days old. 1. _____ 2. _____ 3. _____ Total Dollars Unpaid: \$ _____
Prime TO Contractor: _____	Contact Person: _____

Return one copy of this form to each of the following people:

Greg Reed IDEHA, Maryland Department of health and Mental Hygiene, 201 W. Preston St. Baltimore Md. 21201 room 332 REEDGRE@dhmh.state.md.us	Carlietha Benbow OPASS, Maryland Department of Health and Mental Hygiene 201 W. Preston St. Baltimore Md. 21201 CBenbow@dhmh.state.md.us
---	--

Signature: _____ Date: _____

Submit as required in TO Contractor MBE Reporting Requirements

ATTACHMENT 3 - Task Order Agreement

CATS II TORFP # M00B1400437 OF MASTER CONTRACT # 060B9800035

This Task Order Agreement (“TO Agreement”) is made this day of Month, 200X by and between MASTER CONTRACTOR and the STATE OF MARYLAND, Center for Immunization.

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means the Center for Immunization, as identified in the CATS II TORFP # M00B1400437 .
 - b. “CATS II TORFP” means the Task Order Request for Proposals # M00B1400437 , dated MONTH DAY, YEAR, including any addenda.
 - c. “Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and MASTER CONTRACTOR dated _____.
 - d. “TO Procurement Officer” means Carlietha Benbow. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. “TO Agreement” means this signed TO Agreement between the Center for Immunization and MASTER CONTRACTOR.
 - f. “TO Contractor” means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g. “TO Manager” means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS II TORFP dated date of TO Proposal – Technical.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS II TORFP dated date of TO Proposal - FINANCIAL.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
 - 2.1. This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS II TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Agreement,
 - b. Exhibit A – CATS II TORFP
 - c. Exhibit B – TO Proposal-Technical
 - d. Exhibit C – TO Proposal-Financial
 - 2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this section. Except as otherwise provided in this TO Agreement, if any change under this section causes an increase or decrease in the TO Contractor’s

cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.

3. Time for Performance.

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS II TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of September 1, 2011, commencing on the date of Notice to Proceed and terminating at 11:59 pm May 31, 2014.

4. Consideration and Payment

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

4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS II TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.

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

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

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

TO CONTRACTOR NAME

By: Type or Print TO Contractor POC Date

Witness: _____

STATE OF MARYLAND, Center for Immunization

By: Carlietha Benbow, TO Procurement Officer Date

Witness: _____

ATTACHMENT 4 - Conflict Of Interest Affidavit And Disclosure

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

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

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

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

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

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

Date: _____ By: _____
(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TECHNICAL RESPONSE

ATTACHMENT 5 - Labor Classification Personnel Resume Summary

INSTRUCTIONS:

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

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 3 months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement.

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

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

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

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

Contractor's Contract Administrator:

Signature

Date

Proposed Individual:

Signature

Date

SUBMIT WITH TO RESPONSE

SIGNATURE REQUIRED AT THE TIME OF THE INTERVIEW

ATTACHMENT 6 - Directions to the Pre-TO Proposal Conference

There will not be a conference scheduled.

ATTACHMENT 7 - NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this ___ day of _____ 200_, by and between _____ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as " the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS II TORFP #M00B1400437 for WIR based Maryland Immunization Information System Registry Maintenance, Services and Enhancement contract. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information referenced above, OFFEROR agrees as follows:

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

OFFEROR: _____

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

Submit as required in Section 1.7 of the TORFP

ATTACHMENT 8 - NON-DISCLOSURE AGREEMENT (TO Contractor)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ___ day of _____, 201___, by and between the State of Maryland (“the State”), acting by and through its Center for Immunization (the “Department”) and _____ (“TO Contractor”), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for WIR based Maryland Immunization Information System Registry Maintenance, Services and Enhancement contract TORFP No. M00B1400437 dated _____, (the “TORFP”) issued under the Consulting and Technical Services II procurement issued by the Department, Project Number 060B9800035; and

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

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

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

7. A breach of this Agreement by the TO Contractor or by the TO Contractor's Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.
8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
 - a. This Agreement shall be governed by the laws of the State of Maryland;
 - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
 - f. The Recitals are not merely prefatory but are an integral part hereof.

Contractor/Contractor's Personnel:

Name: _____

Title: _____

Date: _____

IDEHA Center for Immunization:

Name: _____

Title: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 9 – TO CONTRACTOR SELF-REPORTING CHECKLIST

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

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

D) Was the substitute approved by the agency in writing?

Yes No (If no, explain why) _____

Section 4 – MBE Participation

A) What is the MBE goal as a percentage of the TO value? (If there is no MBE goal, skip to Section 5)
%

B) Are MBE reports D-5 and D-6 submitted monthly?

Yes No (If no, explain why) _____

C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO)
%

(Example - \$3,000 was paid to date to the MBE sub-contractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% (3,000 ÷ 10,000 = 0.30))

D) Is this consistent with the planned MBE percentage at this stage of the project?

Yes No (If no, explain why) _____

E) Has the Master Contractor expressed difficulty with meeting the MBE goal?

Yes No

(If yes, explain the circumstances and any planned corrective actions)

Section 5 – TO Change Management

A) Is there a written change management procedure applicable to this TO?

Yes No (If no, explain why) _____

B) Does the change management procedure include the following?

Yes No Sections for change description, justification, and sign-off

Yes No Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements)

Yes No A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)

C) Have any change orders been executed?

Yes No

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

D) Is the change management procedure being followed?

Yes No (If no, explain why) _____

ATTACHMENT 10 – LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____
Name of Contractor _____
Address _____
City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

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

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

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

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

Name of Authorized Representative: _____
Signature of Authorized Representative: _____
Date: _____ Title: _____
Witness Name (Typed or Printed): _____
Witness Signature & Date: _____

ATTACHMENT 11

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

Printed Name and Address of Employee or Agent	Signature	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

ATTACHMENT 12 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS Task Order Agreement #M00B1400437

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Greg Reed of the Center for Immunization will serve as your contact person on this Task Order. Greg Reed can be reached at 410-767-6672 Email REEDGRE@dhmh.state.md.us.

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

Sincerely,

Terrence S. Meyers
Carlietha Benbow

Enclosures (2)

cc: Greg Reed TO Manager

Keith Childress MD IIS Registry Coordinator

Procurement Liaison Office, Department of Information Technology

Project Management Office, Department of Information Technology

ATTACHMENT 13 – AGENCY RECEIPT OF MONTHLY REPORT FORM

I acknowledge receipt of the following:

TORFP Title: WIR based Maryland Immunization Information System Registry Maintenance, Services and Enhancement contract

TO Agreement Number: #M00B1400437

Month work completed: _____

Year work completed: _____

TORFP Reference Section # _____

Name of TO Coordinator: Keith Childress, MD IIS Registry Coordinator

MD IIS Registry Coordinator Signature

Date Signed

SUBMIT AS REQUIRED IN SECTION (A) OF THE TORFP.

ATTACHMENT 14 – AGENCY ACCEPTANCE OF MONTHLY WORK REPORT

Agency Name: IDEHA CENTER FOR IMMUNIZATION

TORFP Title: WIR based Maryland Immunization Information System Registry Maintenance, Services and Enhancement contract

TO Manager: Greg Reed, Chief, IDEHA/EDCP/Center for Immunization, 410-767-6672

To:

The following Monthly Work Report, as required by TO Agreement #M00B1400437, has been received and reviewed in accordance with the TORFP.

Month of report: _____

Year of report: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This Work Report:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION (A) OF THE TORFP.

ATTACHMENT 15: WIR LIMITED LICENSE AGREEMENT

Wisconsin Immunization Registry - WIR LIMITED LICENSE AGREEMENT

This limited license (“License”) is hereby granted by the State of Wisconsin, Department of Health and Family Services, Division of Public Health, Immunization Program (“Licensor”) to the ***** Health and Human Services (“Licensee”).

WHEREAS, Licensor operates and owns the Wisconsin Immunization Registry (“WIR”) computer program; and,

WHEREAS, through this License, Licensor is authorized to allow Licensee access to a copy of the WIR software to modify for support of the Maryland immunization program; and,

WHEREAS, Licensee desires to obtain access to a copy of the WIR software subject to the terms of this limited License:

NOW THEREFORE, Licensee agrees as follows:

1. Definitions

- 1.1 “Documentation” means the user, system and installation documentation for the Software.
- 1.2 “License” means the license granted by Licensor to Licensee to use the Licensed Material in accordance with the terms and conditions of this agreement.
- 1.3 “Licensed Materials” means the Software, Documentation and related information, collectively, that comprises the WIR.
- 1.4 “Software” means the WIR computer program in source and object code form delivered to Licensee.

2. License

- 2.1 Licensor grants Licensee a perpetual, royalty-free, limited, non-exclusive, non-transferable, non-assignable License to use, modify and create derivative works from the current version of the Licensed Materials, subject to the restrictions of this Agreement. The License commences on the date of delivery of the Licensed Materials by the Licensor to the Licensee.
- 2.2 The License granted herein includes the right to copy the Licensed Materials in whole or in part as necessary for Licensee’s use to support its immunization program.
- 2.3 The Licensed Materials may only be deployed on equipment used by Licensee to support its immunization program.

3. Proprietary Rights

- 3.1 Licensee acknowledges and agrees that the intellectual property rights in the Licensed Materials are and shall remain the property of Licensor, and nothing in this agreement should be construed as transferring any aspects of such rights to Licensee or any third party.

- 3.2 Licensee agrees to credit and acknowledge Licensor for the design and development of the WIR and the issuance of this License to Licensee. Accreditation of Licensor will be contained in all publications pertaining to Licensee's use of the Licensed Materials.
- 3.3 Except as provided herein, the Software will be and remain the sole property of Licensor, and Licensee shall have no rights or interest therein, except as described in this Agreement.
- 3.4 Modifications made to, and derivative works created from, the Software by the Licensee or its authorized contractor or designated entity shall be the exclusive property of the Licensee, and the Licensor shall have no right, title, claim or interest whatsoever in such modifications and derivative works.
- 3.5 Licensor acknowledges that Licensee intends to apply for federal funds in connection with modifications to the Software, and that one condition of the funding may be to grant the United States a license to the modifications.

4. Restrictions

- 4.1 Licensee specifically agrees to take all reasonable steps to prevent access to, use of, copying of, or disclosure of the Licensed Materials beyond the level of access and use which is strictly necessary for the purposes allowed in this License.
- 4.2 Except to the extent required by the public records laws of Licensee's State, the Licensed Materials shall not be displayed or viewed by persons other than Licensee's employees or agents, except as may be required in support of the Licensee's immunization program or as otherwise required by law. Licensee agrees not to disclose any Licensed Materials to any unauthorized third parties.
- 4.3 The Licensed Materials shall not be operated, maintained, or stored in any software/hardware environment in such a manner as to permit unauthorized access to or copying of the Licensed Materials.
- 4.4 Licensee shall inform its employees and agents who have access to or use of the Licensed Materials of the obligations set forth in this agreement and shall ensure that its employees and agents comply with the terms of this License.

5. Modifications

- 5.1 Licensee may modify, create derivative works from and enhance the Licensed Materials as necessary to meet the specific immunization registry policy and program requirements within its state. Licensee shall notify Licensor of all such modifications, derivative works and enhancements upon release of said modifications. Upon Licensor's request, Licensee shall grant the Licensor a perpetual, royalty-free, limited non-exclusive, non-transferable, non-assignable License to use and modify the modifications, enhancements or derivative works and provide Licensor with written documentation and code, with no payment to Licensee from Licensor.
- 5.2 Licensor and Licensee share a common interest and mission to prevent vaccine preventable disease and increase immunization coverage levels. Licensee agrees to work with Licensor to identify common interest items and the possibility of sharing in the cost of development of said items. The WIR Project Manager will be Licensor's point of contact for discussions on any such joint ventures.

6. Warranty

- 6.1 Licensors warrants that the Software will conform, as to all substantial operational features, to Licensors current published specifications when installed.
- 6.2 **THE ABOVE IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY LICENSOR. LICENSOR MAKES AND LICENSEE RECEIVES NO WARRANTY EXPRESS OR IMPLIED AND THERE ARE EXPRESSLY EXCLUDED ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

7. License Action

- 7.1 Licensee agrees that violation in any material respect of any provision of this License may cause irreparable injuries to Licensor and Licensor shall be entitled to preliminary injunctive relief and other injunctive relief against any such violation. Such injunctive relief shall be in addition to, and in no way in limitation of, any and all remedies or rights to recover damages Licensor may have at law or in equity for the enforcement of this License. Licensor will have no responsibility for the actions of Licensee.
- 7.2 In any action under this License, the parties consent to jurisdiction in the courts in Dane County, Wisconsin and will be governed by and construed in accordance with Wisconsin law.

8. Term and Termination

- 8.1 This License shall remain in effect perpetually unless terminated.
- 8.2 Upon determination by the Licensor that the Licensee has violated or knowingly tolerated violations of material terms of this Agreement, the Licensor may give the Licensee notice of its determination and demand that the Licensee cease such violations. If the Licensee fails to cease the violations, the Licensor may terminate this Agreement, without prejudice to any other remedy Licensor may have and without further obligation to Licensee. Licensee may terminate this License at will.
- 8.3 Upon termination of the License in accordance with this Section, at the request of the Licensor, the Licensee shall return to the Licensor all copies of the Licensed Materials to Licensor's WIR Project Manager; provided, however, that the Licensee may continue to use the Licensed Materials for a reasonable period of time, not to exceed nine months, as required to allow it to install functionally equivalent replacement software for its immunization program. At the request of the Licensor, the Licensee shall delete all copies of such materials residing in on- or off-line computer memory.
- 8.4 The terms of this License that by their sense and context are intended to survive the termination of this License shall so survive.

9. Amendment

- 9.1 This agreement may be changed or amended only by written agreement of the Licensee and Licensor.

IN WITNESS WHEREOF, the parties hereto have set their hands.

***** **HEALTH AND HUMAN SERVICES:**

By: _____

Name: _____

Title: _____

Date: _____

**WISCONSIN DEPARTMENT OF HEALTH AND FAMILY SERVICES,
DIVISION OF PUBLIC HEALTH, IMMUNIZATION PROGRAM:**

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT 16 – OPERATIONAL INCIDENT REPORT (OIR)

Operational Incident Report: Maryland ImmuNet Immunization Registry

Issue:

Duration:

Impacted Functionality:

Corrective Action:

TO Contractor Name

By: Type or Print TO Contractor POC

Date

ATTACHMENT 17 – TO CONTRACTOR PERFORMANCE EVALUATION

GENERAL AND JOB SPECIFIC FACTORS

INSTRUCTIONS:

1. Using the criteria for the General Factors found in the Supervisor's Booklet, determine the standards that best fit the employee's work performance and behavior for each of the criteria in that factor.
2. A drop-down box appears on the line for each of the criteria. The Raw Score can be selected by clicking the arrow and then clicking the appropriate score. After the form has been printed, circle the number in the box directly below the standard that applies.
3. Add the column and enter the total in the Raw Score Total column.
4. The Total Raw Score determines the employee's rating for that factor, and the overall rating can be found in the bottom row of the chart for that factor. Circle the rating for that factor after the form has been printed. Transfer the ratings to the Appraisal Form Summary Sheet.
5. Complete steps 1 - 4 for the Job Specific Factors.
6. The form has been created in a protected format. Data only can be entered in the Name, EIN, Rated Raw Score fields and drop-down boxes. The Page Up or Page Down, or Tab key moves the cursor through the fields on the form. On the drop-down boxes, click on the arrow and then click on the appropriate number to enter that score.
7. Enter the name, EIN, and rating year on each page of the form. The rating year should be entered as a 4 position year. All scores are entered using the drop-down boxes as explained above. Total s must be calculated manually and entered into the appropriate boxes.

CRITERIA ASSESSMENT SHEET - GENERAL FACTORS

Name:

EIN:

Rating Yr:

DEPENDABILITY		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Lateness, Punctuality		5		3	2	1	+
Use of Unauthorized Leave				3	2	1	+
Compliance with Leave Policies & Procedures		5		3	2	1	+
Total Raw Score							=
Total Raw Score	15 - 13	12 - 11	10 - 8		7 - 5		4 - 3
Rating for Dependability	Far Exceeds	Exceeds	Meets		Below		Far Below
INITIATIVE		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Contribution		5	4	3	2	1	+
Self-Improvement		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score	10 - 9	8 - 7	6 - 5		4 - 3		2
Rating for Initiative	Far Exceeds	Exceeds	Meets		Below		Far Below
INTERPERSONAL RELATIONSHIPS		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Customer Service		5	4	3	2	1	+
Communication		5	4	3	2	1	+
Cooperation				3	2	1	+
Tact				3	2	1	+
Adaptability to Change		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score	21 - 20	19 - 17	16 - 13		12 - 8		7 - 5
Rating for Interpersonal Relationships	Far Exceeds	Exceeds	Meets		Below		Far Below
WORK HABITS		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Meeting Target & Timetables		5	4	3	2	1	+

Communication with Supervisor	5	4	3	2	1	+
Use of Time	5	4	3	2	1	+
Organization of Work Environment	5		3	2	1	+
Judgment Regarding Benefits & Privileges	5	4	3	2	1	+
Total Raw Score						=
Total Raw Score	25 - 23	22 - 18	17 - 13	12 - 8	7 - 5	
Rating for Work Habits	Far Exceeds	Exceeds	Meets	Below	Far Below	

CRITERIA ASSESSMENT SHEET

JOB SPECIFIC FACTORS - PROFESSIONALS

Name:

EIN:

Rating Yr:

JOB KNOWLEDGE		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Resources, Technology & Regulations		5	4	3	2	1	+
Utilization Resources/Collective Knowledge		5	4	3	2	1	+
Standards Industry/Professional Practices		5	4	3	2	1	+
Development of Applications		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score	20 - 18	17 - 14	13 - 10	9 - 6	5 - 4		
Rating for Job Knowledge	Far Exceeds	Exceeds	Meets	Below	Far Below		
JOB QUALITY		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Timeliness & Accuracy		5	4	3	2	1	+
Work Process & Workmanship		5	4	3	2	1	+
Problem Solving		5	4	3	2	1	+
Customer Service		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score	20 - 18	17 - 14	13 - 10	9 - 6	5 - 4		
Rating for Job	Far Exceeds	Exceeds	Meets	Below	Far Below		

Quality						
JOB QUANTITY	Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Meeting Schedules		4	3	2	1	+
Projects & Special Assignments	5	4	3	2	1	+
Productivity	5	4	3	2	1	+
Volume of Work	5	4	3	2	1	+
Total Raw Score						=
Total Raw Score	19 - 18	17 - 14	13 - 10	9 - 6	5 - 4	
Rating for Job Quantity	Far Exceeds	Exceeds	Meets	Below	Far Below	