

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

**MARYLAND IMMUNIZATION INFORMATION SYSTEM (MDIIS)
{IMMUNET} REGISTRY MAINTENANCE SERVICES
AND ENHANCEMENTS CONTRACT**

CATS+ TORFP # M00B5400271



MD DEPARTMENT OF HEALTH AND MENTAL HYGIENE
Prevention and Health Promotion Administration
CENTER FOR IMMUNIZATION

Issue Date: February 23, 2015

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KEY INFORMATION SUMMARY SHEET

This CATS+ TORFP is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS+ Master Contractors approved to perform work in the Functional Area under which this TORFP is released shall respond to this TORFP with either a Task Order (TO) Proposal to this TORFP or a Master Contractor Feedback form (See Section 3).

Solicitation Title:	Maryland Immunization Information System (MDIIS) {IMMUNET} Registry Maintenance Services And Enhancements Contract
Solicitation Number (TORFP #):	M00B5400271
Functional Area:	Area 2 – Web and Internet Systems
Issue Date:	2/23/2015
Questions Due Date and Time:	3/23/2015 at 04:00 PM Local Time
Closing Date and Time:	3/30/2015 at 02:00 PM Local Time
TO Requesting Agency:	DHMH – Center for Immunization
Send Questions and Proposals to:	Denise Coates DHMH/OPASS 201 W. Preston Street – Fourth Floor Baltimore, Maryland 21201 e-mail address: dcoates@maryland.gov
TO Procurement Officer:	Denise Coates DHMH/OPASS 201 W. Preston Street – Fourth Floor Baltimore, Maryland 21201 Office Phone Number: 410-767-5981 Office Fax Number: 410-333-5958 e-mail address: dcoates@maryland.gov
TO Manager:	Greg Reed Office Phone Number: 410-767-6679 Office Fax Number: 410-333-5893 e-mail address: greg.reed@maryland.gov
TO Type:	Time and materials
Period of Performance:	NTP + 4 years (@ 11,000 hours per year)
MBE Goal:	2%
VSBE Goal:	0%
Small Business Reserve (SBR):	Not Applicable
Primary Place of Performance:	Maryland Department of Health and Mental Hygiene 201 W. Preston St. Suite 318 Baltimore Md. 21201
TO Pre-proposal Conference:	Not Applicable

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT

In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS+ RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments.

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

1.2 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the TO:

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

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

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

The TO Contractor will provide invoices as specified under Section 2.12 Invoicing. The TO Contractor is responsible for making payments to the TO Contractor Personnel.

- **TO Contractor Personnel** – Any resource provided by the TO Contractor, its agents, subcontractors, or subcontractor agents in support of this TO over the course of the TO period of performance.
- **Key Personnel** – Any individual identified in the TO Proposal by the Master Contractor to perform work under the scope of this TORFP. Key personnel shall start as of TO Agreement issuance unless specified otherwise.

1.3 TO AGREEMENT

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

1.4 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of an e-mail TORFP submission is determined by the date and time of arrival of all required files in the TO Procurement Officer's e-mail inbox. In the case of a paper TO Proposal submission, Offerors shall take such steps necessary to ensure the delivery of the paper submission by the date and time specified in the Key Information Summary Sheet and as further described in Section 3.

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

1.5 ORAL PRESENTATIONS/INTERVIEWS

Neither oral presentations nor Interviews will be held for this solicitation.

1.6 QUESTIONS

All questions must be submitted via e-mail to the TO Procurement Officer no later than the date and time indicated in the Key Information Summary Sheet. Answers applicable to all Master Contractors will be distributed to all Master Contractors who are known to have received a copy of the TORFP.

Answers can be considered final and binding only when they have been answered in writing by the State.

1.7 TO PRE-PROPOSAL CONFERENCE

A pre-proposal conference will not be held for this TORFP.

1.8 CONFLICT OF INTEREST

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

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

By submitting a Conflict of Interest Affidavit and Disclosure, the Offeror shall be construed as certifying all personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.

1.9 LIMITATION OF LIABILITY

The TO Contractor's liability is limited in accordance with Section 27 of the CATS+ Master Contract. TO Contractor's liability for this TORFP is limited to two (2) times the total TO Agreement amount.

1.10 CHANGE ORDERS

If the TO Contractor is required to perform work beyond the scope of Section 2 of this TORFP, or there is a work reduction due to unforeseen scope changes, a TO Change Order is required. The TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change. No scope of work changes shall be performed until a change order is approved by DoIT and executed by the TO Procurement Officer.

1.11 TRAVEL REIMBURSEMENT

Expenses for travel and other costs shall not be reimbursed.

1.12 MINORITY BUSINESS ENTERPRISE (MBE)

This TORFP has MBE goals and sub-goals as stated in the Key Information Summary Sheet above.

1.13 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)

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

1.14 NON-DISCLOSURE AGREEMENT

1.14.1 NON-DISCLOSURE AGREEMENT (OFFEROR)

Certain system documentation may be available for Master Contractors to review at a reading room at Center for Immunization's address as listed in the Key Information Summary Sheet. Master Contractors. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. Please contact the TO Procurement Officer to schedule an appointment.

1.14.2 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

Certain system documentation may be required by the TO in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 11.

1.15 LIVING WAGE

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

All TO Proposals shall be accompanied by a completed Living Wage Affidavit of Agreement, Attachment 13 of this TORFP.

1.16 IRANIAN NON-INVESTMENT

All TO Proposals shall be accompanied by a completed Certification Regarding Investments in Iran, Attachment 16 of this TORFP.

1.17 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

DoIT is responsible for contract management oversight on the CATS+ Master Contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of TOs under CATS+. This process typically applies to active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS+ TOs are subject to review.

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

1.18 MERCURY AND PRODUCTS THAT CONTAIN MERCURY

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

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SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

The MD Department of Health and Mental Hygiene is issuing this CATS+ TORFP to one Master Contractor in order to obtain support and maintenance of the Maryland Immunization Information System (MDIIS), a mission critical system that houses patient immunization data utilized by Maryland health providers and DHMH programs on a daily basis, and thus the system must continue to be available, without downtime, twenty four hours a day, seven days a week. Additionally the Contract enables the program to continue to develop new enhancements and modifications of the MDIIS in order to meet the ever-changing functional standards and core data elements required by the Center for Disease Control (CDC) as well as the data exchange requirements of the Center for Medicaid and Medicare Services (CMS) Electronic Health Record (EHR) Incentive Program.

As part of the evaluation of the proposal for this TO, Master Contractors shall propose exactly four (4) key resources and shall describe in a Staffing Plan how additional resources shall be acquired to meet the needs of the TO Requesting Agency. All other planned positions shall be described generally in the Staffing Plan, and may not be used as evidence of fulfilling company or personnel minimum qualifications.

DHMH expects four (4) resources to be available as of the start date specified in the Notice To Proceed (NTP).

DHMH anticipates issuing a Work Order immediately upon TO award for four (4) resources following the Work Order Process in Section 2.12. DHMH will have the option of adding up to ten (10) additional resources to this TO for a maximum total of fourteen (14) resources. All resources beyond the initial four will be requested through a Work Order process (See Section 2.12.2).

This CATS+ TORFP is issued to acquire the services of the following job roles, as defined by individual Work Orders:

- JAVA Developer (one available as of NTP)
- Project Manager (one available as of NTP)
- Business Analyst (one available as of NTP)
- Database Administrator (one available as needed)

DHMH intends to award this Task Order to one (1) Master Contractor that proposes a team of resources and a Staffing Plan that can best satisfy the TO requirements.

2.2 REQUESTING AGENCY BACKGROUND

The Center for Immunization is a unit within DHMH which is staffed with epidemiologists, nurse consultants, and immunization registry staff and also houses the Vaccines for Children division. The Immunization Registry Coordinator maintains the MDIIS 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 Immunization Information System (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 EXISTING SYSTEM DESCRIPTION

The TO Contractor shall perform maintenance and support of the MDIIS, as well as the development of new enhancements for the MDIIS as mutually agreed upon between the parties and as prioritized and assigned by the State. From its inception, the MDIIS has been supported by the TO Contractor who initially developed and implemented the system for Maryland, and then tailored, customized and further enhanced the system's functionality by utilizing a blend of technical expertise and immunization knowledge. The TO Contractor shall maintain the same protocol related to maintenance and enhancement services as described in current MARYLAND IMMUNIZATION INFORMATION SYSTEM (MDIIS) {IMMUNET} REGISTRY MAINTENANCE SERVICES AND ENHANCEMENTS CONTRACT (CATS TORFP PROJECT M00B1400437), including the submission of Monthly Project Reports detailing the work performed by the TO Contractor, and hours to be billed to the Department upon approval of said monthly report, as detailed in 3.6.2. The TO Contractor shall also maintain flexibility in providing timely changes to staffing assignments and project scope in the event of shifts in the priority of MDIIS projects, as requested by the MDIIS Coordinator. This flexibility is paramount due to the nature of ever-changing Maryland requirements and CDC requirements of the MDIIS, which often need to be implemented in a very short timeframe with potential impact on program grant funding as well as the all-around success of the Maryland Center for Immunization and work performed by MDIIS users within the Maryland health provider community. The MDIIS is a Maryland DHMH mission critical system that must be operation twenty four hours a day, seven days a week. The TO Contractor shall continue to ensure that very little system downtime is encountered, with minor downtime due to the release of new system enhancements occurring after business hours when MDIIS users are unlikely to be negatively impacted. The TO Contractor shall continue to report to the MDIIS Coordinator and provide flexible technical support to the MDIIS Information Technologist (IT) Lead.

2.3.1 MDIIS Architecture

2.3.1.1 Web Server

- A. Apache HTTP server – version HTTPD 2.2 or later configured for use with Secure Socket Layer (SSL)
- B. A PKI (public key infrastructure) to enable users of a basically unsecure public network such as the Internet to securely and privately exchange data through the use of a public and a private cryptographic key pair that is obtained and shared through a trusted authority such as VeriSign.

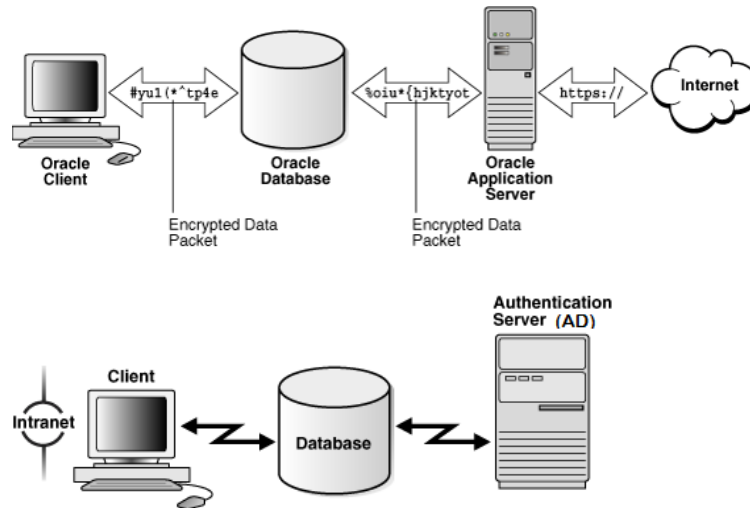
2.3.1.2 Application Server

- A. Oracle 11g R2 Weblogic Suite (Application Server) with the latest patch set – Install, configure, optimize.
- B. OCJ4 container including JMS and RMI ports; JVM optimization
- C. JDK version 1.6, with latest updates
- D. Cygwin - including the gcc and cygrunsrv packages
- E. Oracle HTTP Server (OHS) including the Oracle Application Server 10g, the extended version of the Apache web server.

- F. Oracle Reports Server (ORS) is used for the command-line interfacing as required by the MDIIS formatted reports.

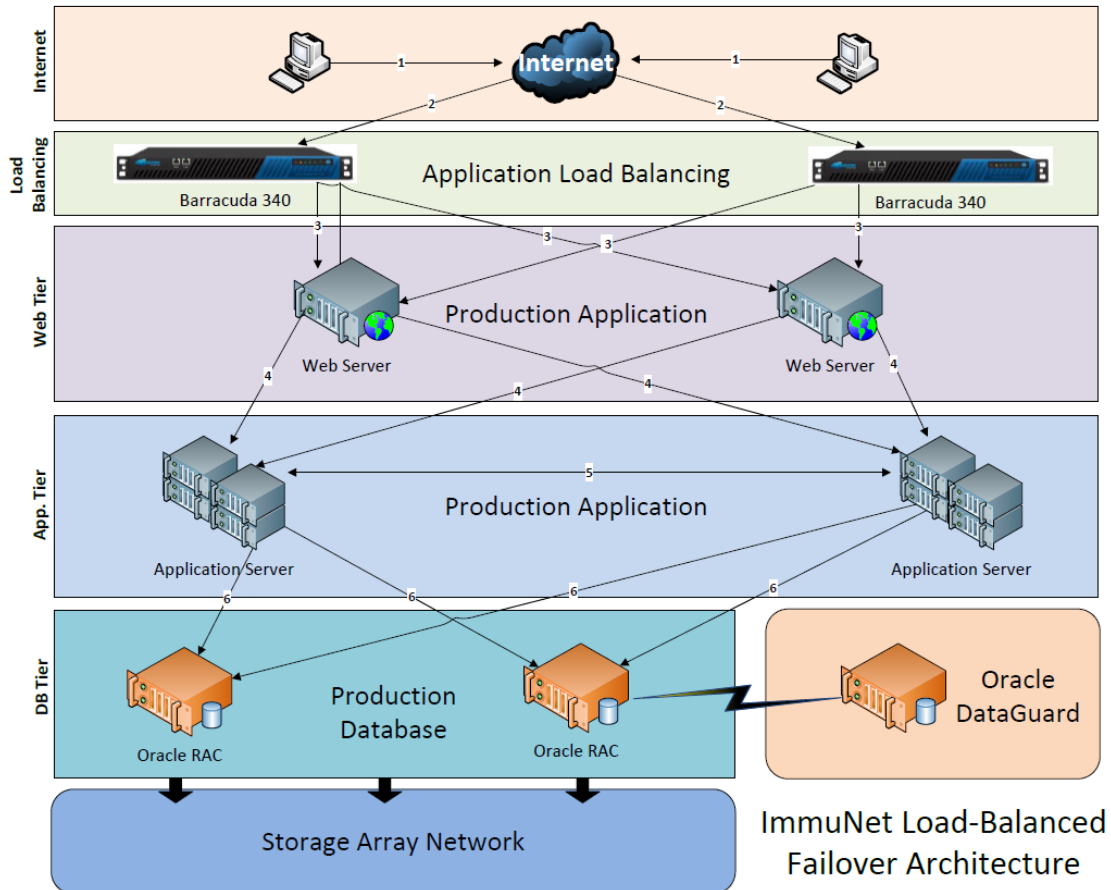
2.3.1.3 Database Servers (transactional and datamart)

- A. Oracle 11g R2 Enterprise Edition with the latest patch set.
- B. Oracle Advanced Security 11g R2 (OAS) to avoid security threats (i.e. Eavesdropping and Data Theft, Data Tampering, Falsifying User Identities, and Password-Related Threats) by using Data Encryption and Strong Authentication. It helps address privacy and regulatory requirements including the Payment Card Industry Data Security Standard (PCI), Health Insurance Portability and Accountability Act (HIPAA), and numerous breach notification laws.



- A. MDIIS datamart and transactional database instances

2.3.1.4 Architecture Diagram



2.3.1.5 MDIIS-Specific Deployments (Modules)

- A. Compiled PL/SQL - MDIIS makes heavy use of compiled PL/SQL packages
- B. MDIIS 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 MDIIS 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 the MDIIS (TDGServer, TDGLite, MatchServer)
- E. IRPipe - IRPipe is used to communicate with Oracle Reports for long-running reports and processes that are run asynchronously.
- F. Clinic Assessment Software Application (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 – MDIIS has numerous OAS and Jasper-based reports.

2.3.1.6 Web Server Configuration

- A. 4.1 Apache HTTP Server Installation/configuration/maintenance
- B. SSL renewal and install

2.3.1.7 Data Clean-up and Archival

- A. DB and Server cleanup (scheduled)
- B. System support Requirements
 1. This project relies heavily on an Oracle online transaction processing (OLTP) Oracle RDBMS environment. In depth knowledge of Oracle RDBMS and Oracle Weblogic Suite by certified individuals is required.
 2. The MDIIS is a mission critical application that demands maximum uptime and uninterrupted system support.

2.3.1.8 Project Approach

- A. Access to Application: MDIIS 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. MDIIS uses the service to:
 1. Verify the identity of individual users;
 2. Manage user accounts;
 3. Assign appropriate access to online resources; and
 4. Delegate authority or distribute administrative tasks.
- B. Organization of the Source Code: The MDIIS application refers to the web-based user interface, core business logic, and data access routines that are accessed by MDIIS users and administrators through a web browser. The MDIIS application is implemented mostly in PL/SQL and the remainder in Java and C. It makes use of standard Oracle libraries such as HTTP to deliver HTML to the user's web browser. The MDIIS 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 MDIIS, 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 MDIIS 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 MDIIS, 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: MDIIS users access the registry from a diverse set of platforms with wildly varying degrees of internal IT support. One of the goals for the MDIIS 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 7.x, Mozilla Firefox 32.x, or Google Chrome C35.x or better to run the MDIIS application and Adobe Acrobat Reader 7.x or better to view and print online reports and forms.

To achieve as thin a client as possible, the MDIIS 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 MDIIS 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 MDIIS session. MDIIS 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 Secured Sockets Layer (SSL) for securing the privacy of transferring immunization data. Other than serving the

few static images that are a part of MDIIS, the web server routes most requests to the MDIIS application server.

MDIIS utilizes Oracle Weblogic Suite 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 Weblogic within MDIIS is to provide a gateway to the database server. While ease of access to an Oracle database was one of chief reasons for implementing MDIIS using Weblogic Suite, it provides other important services to MDIIS such as reporting services.

MDIIS is required to be able to deliver certain information as highly formatted and printable forms. Examples of such forms include a vaccination administration record, 896 school certificate for school enrollment, 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 MDIIS 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. 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, MDIIS 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 MDIIS. This is the Oracle network transport protocol to support communications between the Oracle database, iAS and ORS.

- F. How The Application Tier Operates: MDIIS 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 MDIIS 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 MDIIS 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 MDIIS and sets up a number of data structures in memory. It then initializes a listener that waits for communications from the MDIIS 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 MDIIS design supports exchange of files with some other applications. Most of these applications transport files, in HL7 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 MDIIS is via the user's Internet browser. None of the MDIIS 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 HTP 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's machine.) 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's machine. The code for this application that runs on the client's machine 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 7.x, Mozilla Firefox 32.x, or

Google Chrome C35.x or better to run the MDIIS application and Adobe Acrobat Reader 7.x or better to view or better 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.

- H. 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 MDIIS 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 Data Center.
- K. Environments: There are delineated failover and production environments and a physical separation of hardware where necessary for security and configuration purposes. MDIIS 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 TO Contractor 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.

2.4 PROFESSIONAL DEVELOPMENT

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

2.5 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall comply with all applicable laws, regulations, policies, standards, and guidelines affecting information technology and technology projects, which may be created or changed periodically.

The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting security and technology project execution.

The foregoing may include, but are not limited to, the following policies, guidelines and methodologies that can be found at the DoIT site (<http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>). The State of Maryland System Development Life Cycle (SDLC) methodology

- The State of Maryland Information Technology Security Policy and Standards
- The State of Maryland Information Technology Non-Visual Access Standards
- The TO Contractor shall follow project management methodologies consistent with the Project Management Institute’s Project Management Body of Knowledge Guide.
- TO Contractor assigned personnel shall follow a consistent methodology for all TO activities.

2.6 REQUIREMENTS

2.6.1 FUNCTIONAL / BUSINESS REQUIREMENTS

Functional requirements relate to what business processes shall be provided or supported under the TO.

ID #	Functional / Business Requirements	Associated Deliverable ID # as applicable
2.6.1.1	TO Contractor shall ensure that all MDIIS maintenance is performed in a timely manner based on the system specs, the system technical manual and any other needs deemed important by the MDIIS Coordinator and MDIIS IT.	
2.6.1.2	TO Contractor shall notify MDIIS Coordinator and MDIIS IT when maintenance is planned.	
2.6.1.3	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 MDIIS Coordinator, and these progress requests must be answered via e-mail or phone by the TO Contractor the same day they are made.	
2.6.1.4	TO Contractor shall assist MDIIS staff with Help Desk inquiries from MDIIS users. TO Contractor shall be available during business hours for Tier 2 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 MDIIS.	
2.6.1.5	TO Contractor shall perform data mining in response to requests by the MDIIS staff including the development of Ad Hoc reports and assisting the MDIIS staff in completing the CDC data request for the IIS Annual Report issued by the CDC.	
2.6.1.6	TO Contractor shall be able to meet the weekly changes in task priority as directed by the MDIIS Coordinator.	
2.6.1.7	TO Contractor shall work on MDIIS Registry enhancement/module projects. The enhancements/modules will be completed within the	2.8.4.2

	<p>hourly confines of this agreement as time or workload permits. The MDIIS Coordinator will assign priority levels to enhancement projects, though the priority level can be changed at any point. Enhancement projects may include, but are not limited to:</p> <ul style="list-style-type: none"> A. Dose Level Vaccine Accountability, which will allow the program to track private and public vaccine at the vaccine dose level. B. Data Exchange with Vital Records Program, which will allow the program to receive patient demographic data on all children born in Maryland, including vaccination data on Hepatitis B birth doses. C. Consumer Access Portal, which will allow Maryland residents secure access to their immunization records without assistance from the MDIIS help desk. D. Deduct From Inventory via Data Exchange, which will allow the MDIIS to deduct vaccine doses from the MDIIS vaccine inventory by way of data exchange with provider EHR systems. E. Browser Compatibility Project, which will ensure that the MDIIS functionality and screen appearance is consistent in all major browsers. F. National Provider Index (NPI) Data Field Addition, which will allow the program to record NPI numbers in the MDIIS for improved provider tracking capabilities. G. Oracle Upgrades, which will allow the MDIIS to utilize the most recent version of Oracle. H. Perinatal Hepatitis B Tracking Functionality, which will offer the program improved perinatal Hepatitis B tracking and management. I. Any additional enhancements and MDIIS changes and alterations as requested by the MDIIS Coordinator. Priority order of projects can change frequently, and the Contractor is expected to adjust staffing assignments accordingly. <p>All MDIIS code, including coding for future enhancement or modifications to the MDIIS, is not owned by the TO Contractor. All MDIIS code is co-owned by the consortium of states and territories using the core Wisconsin Immunization Registry (WIR)-based IIS software, and may be freely shared with WIR consortium IIS programs upon approval of the MDIIS Coordinator.</p>	
2.6.1.8	<p>Equipment requirements for the TO Contractor to provide:</p> <ul style="list-style-type: none"> A) A 32- or-64 bit windows-based (7, 8) computer system that shall allow log in access to the VPN token provided. <p>The TO Contractor must have High Speed Internet for connection to infrastructure at DHMH. DHMH will provide RSA keys. At a minimum, a T1 High Speed Internet is preferred for high speed bi-directional data flow.</p>	

2.6.1.9	TO Contractor shall provide total contract with up to 44,000 hours of staff time. The MDIIS Coordinator will work with the TO Contractor to prioritize and schedule the work tasks for each week of work.	
2.6.1.10	TO Contractor shall assist the MDIIS Coordinator and MDIIS IT with resolution of system bugs and functionality issues as prioritized by the MDIIS Coordinator.	
2.6.1.11	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) following resolution of the issue. The OIR will document issue duration, impacted functionality, and corrective action taken.	2.8.4.3
2.6.1.12	TO Contractor shall assist the MDIIS 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.	
2.6.1.13	TO Contractor shall assist the MDIIS Coordinator, MDIIS IT, or other registry staff with electronic data sharing as needed. Data sharing will typically be handled by the MDIIS 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.	
2.6.1.14	TO Contractor shall assist the MDIIS Coordinator with data queries and ad hoc reporting as needed. MDIIS 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 MDIIS Coordinator will contact the TO Contractor when support time should be prioritized toward completion of said data queries and reports.	
2.6.1.15	TO Contractor shall assist the MDIIS Coordinator in resolving help desk issues reported by end users. End users will contact the Maryland-staffed help desk. The help desk, MDIIS Coordinator and MDIIS IT will attempt to resolve help desk issues reported by MDIIS 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 MDIIS Coordinator.	
2.6.1.16	TO Contractor shall develop new Maryland specific system modules for the MDIIS. 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 MDIIS 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	2.8.4.2

	can be adjusted to account for any unforeseen registry assistance in other fields such as bug fixes, electronic data exchange, etc.	
2.6.1.17	TO Contractor must ensure maximum application uptime as MDIIS is a mission critical application and Maryland requires an uninterrupted system support, especially during a system outage.	
2.6.1.18	TO Contractor shall participate in any CDC calls, American Immunization Registry Association (AIRA) calls or any related immunization registry calls as requested by the MDIIS Coordinator.	
2.6.1.19	TO Contractor shall perform a gap analysis as directed by the MDIIS Coordinator to determine scope and effort of additional enhancements, refinements or new modules of the MDIIS that could better serve MDIIS users.	2.8.4.2
2.6.1.20	In the event of an emergency situation where the system is offline or otherwise unusable by MDIIS users, the TO Contractor may be asked to work beyond the regular MDIIS business hours. The extra hours worked will be offset over the remainder of the contract period.	
2.6.1.21	TO Contractor shall provide the necessary number and type of staff to assist the MDIIS IT with maintaining, troubleshooting and upgrading any facet of the MDIIS Architecture not to exceed 11,000 hours a year.	
2.6.1.22	TO Contractor shall notify the MDIIS IT within 24 hours of the termination of any TO Contractor Personnel who held access to MDIIS via the VPN so MDIIS IT can disable their access in a timely manner.	
2.6.1.23	TO Contractor Personnel shall be provided a unique user ID and password by the MDIIS IT and all Contractor IT personnel actions against the MDIIS 'TEST' and 'PROD' instances shall be logged or audited for forensic purposes.	
2.6.1.24	Transition In activities such as learning table structure, understanding current development priorities, reviewing technical documentation and critical processes.	
2.6.1.25	Transition Out activities such as providing table structure map, training DHMH technical staff on critical processes, and providing technical documentation.	

2.6.2 TECHNICAL REQUIREMENTS

Technical requirements relate to IT system design or performance required under the TO.

ID #	Technical Requirements	Associated Deliverable ID # as applicable
2.6.2.1	TO Contractor shall have available at least one person with Oracle 10g RDBMS and/or Application Server certification. The required certification may be omitted if the individual has at least four (4) years of demonstrated experience with Oracle 10g release 2.	

2.6.3 NON-FUNCTIONAL, NON-TECHNICAL REQUIREMENTS

Non-functional, non-technical requirements may include any requirements not related to IT system make-up or business processes. Examples are personnel tasks, SDLC documentation, required meetings, etc.

ID #	Non-Functional, Non-Technical Requirements	Associated Deliverable ID # as applicable
2.6.3.1	TO Contractor shall facilitate weekly status meetings with the MDIIS Coordinator, MDIIS Assistant Coordinator and MDIIS IT Lead. 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.	2.8.4.1
2.6.3.2	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.	

2.6.4 TO CONTRACTOR RESPONSIBILITIES

The TO Contractor shall provide staffing and resources to fully supply the following services as identified in Section 2.6.1 -2.6.3 Requirements:

- Staffing to support personnel requirements.
- Help Desk
- Technical Support Services
- Backup and Recovery Services

2.6.5 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

At a minimum, TO Contractor Personnel under this TORFP shall perform the following:

A) Recurring Daily / Weekly / Monthly Duties

Typical recurring duties may include:

- Operations tasks
- Troubleshooting (actual problem resolution may be under non-recurring duties below)
- Virus scans
- Database maintenance
- User support
- Activity reporting

2.6.6 SERVICE LEVEL AGREEMENT (SLA)

The scope of work for this TO Agreement includes maintenance, support, enhancements and creation of new modules for the MDIIS (ImmuNet) Registry. Response times shall be identified as:

Service Levels	Phone Response	E-mail Response	Response Availability	Comments
Critical	4 hours	4 hours	7 days/week, 24 hrs. a day	
Urgent	8 hours	8 hours	7 days/week, 24 hrs. a day	
Routine	24 hours	1 work day	5 days/week, Mon-Fri, 8:00AM-4:30PM	

MDIIS is a Maryland DHMH mission critical application that demands maximum uptime. DHMH requires a .999 operational availability for the MDIIS.

2.6.7 BACKUP / DISASTER RECOVERY

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.6.8 REQUIREMENTS FOR HARDWARE, SOFTWARE, AND MATERIALS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.7 PERFORMANCE AND PERSONNEL

2.7.1 WORK HOURS

- Business Hours Support: The TO Contractor’s collective assigned personnel shall support core business hours (08:00 AM to 04:30 PM), Monday through Friday except for State holidays, Service Reduction days, and Furlough days observed by the TO Requesting Agency. TO Contractor personnel may also be required to provide occasional support outside of core business hours, including evenings, overnight, and weekends, to support: specific efforts and emergencies to resolve system repair or restoration.
- Scheduled Non-Business Hours Support: After hours support may be necessary to respond to IT Security emergency situations. Additionally, services may also involve some evening and/or weekend hours performing planned activities in addition to core business hours. Hours performing system upgrades would be billed on actual time worked at the rates proposed.
- Vacation Hours: Requests for leave shall be submitted to the TO Manager at least two weeks in advance. The TO Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.
- Minimum and Maximum Hours: Full-time TO Contractor Personnel shall work a minimum of 40 hours per week with starting and ending times as approved by the TO Manager. A flexible work schedule may be used with TO Manager approval, including time to support any efforts outside core business hours. TO Contractor Personnel may also be requested to restrict the number of hours TO Contractor Personnel can work within a given period of time that may result in less than an eight hour day or less than a 40 hour work week.

2.7.2 PERFORMANCE EVALUATION

TO Contractor Personnel will be evaluated by the TO Manager on a monthly basis for assignments performed during that period. The TO Manager shall evaluate performance of each TO Contractor resource using the established performance evaluation form (PEF) included as Attachment 18.

2.7.3 PERFORMANCE ISSUE MITIGATION

At any time during the TO period of performance, should the performance of a TO Contractor resource be “unsatisfactory” as determined by the, TO Manager, DHMH will pursue the following mitigation procedures prior to requesting a replacement employee:

- A) The TO Manager shall document performance issues and give written notice to the TO Contractor, clearly describing problems and delineating remediation requirement(s).
- B) The TO Contractor shall respond with a written remediation plan within three (3) business days and implement the plan immediately upon written acceptance by the TO Manager.
- C) Should performance issues persist, the TO Manager may give written notice or request the immediate removal of person(s) whose performance is at issue, and determine whether a substitution is required.

2.7.4 SUBSTITUTION OF PERSONNEL AFTER AWARD

The substitution of key personnel during the evaluation period, prior to award, is prohibited. Substitutions of any kind, post proposal due date, but prior to award, is considered to be the equivalent of an alternate proposal, and is prohibited.

The procedure for substituting personnel after award is as follows:

- A) The TO Contractor may not substitute personnel without the prior approval of the TO Manager.
- B) To replace any personnel, the TO Contractor shall submit resumes of the proposed individual specifying the intended approved labor category. Any proposed substitute individual shall have qualifications equal to or better than those of the replaced personnel.
- C) Proposed substitute individual shall be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute individual. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.

2.7.5 PREMISES AND OPERATIONAL SECURITY

- A) Prior to commencement of work, TO Contractor Personnel to be assigned to perform work under the resulting Task Order shall be required to submit background check certification to DHMH from recognized Law Enforcement Agencies, including the FBI. TO Contractor shall be responsible for ensuring that TO Contractor Personnel background check certifications are renewed annually, and at the sole expense to the TO Contractor. DHMH reserves the right to disqualify any TO Contractor employees or subcontractors whose background checks suggest conduct, involvements, and/or associations that DHMH determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this TORFP. DHMH reserves the right to perform additional background checks on TO Contractor Personnel.
- B) Further, TO Contractor Personnel may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Contractor Personnel to be accompanied while on secured premises.

- C) TO Contractor employees shall, while on State premises, display their State issued identification cards without exception.
- D) The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States citizens, prior to commencement of TO Contractor Personnel work under the Task Order.
- E) TO Contractor shall require its employees to follow the State of Maryland and TO Requesting Agency IT Security Policy and Standards throughout the term of the TO Agreement..
- F) TO Contractor shall remove any TO Contractor Personnel from working on the resulting TO Agreement where the State of Maryland provides evidence to the TO Contractor that said TO Contractor Personnel has not adhered to the security requirements specified herein.
- G) The cost of complying with all security requirements specified herein are the sole responsibilities and obligations of the TO Contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

TO Contractor shall complete a criminal background check prior to any individual TO Contractor Personnel being assigned work on the project. TO Contractor shall provide a Criminal Background Check Affidavit (Attachment 19)

2.8 DELIVERABLES

2.8.1 DELIVERABLE SUBMISSION

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

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

For any written deliverable, the TO Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in Section 2.8.3. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in Section 2.8.3.

2.8.2 DELIVERABLE ACCEPTANCE

A final deliverable shall satisfy the scope and requirements of this TORFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in Section 2.8.4 Deliverable Descriptions/Acceptance Criteria.

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

TO Manager will issue to the TO Contractor a notice of acceptance or rejection of the deliverable in the DPAF (Attachment 9). Following the return of the DPAF indicating "Accepted" and signed by the

TO Manager, the TO Contractor shall submit a proper invoice in accordance with the procedures in Section 2.13.

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

2.8.3 MINIMUM DELIVERABLE QUALITY

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

Each deliverable shall meet the following minimum acceptance criteria:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable’s content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) In each section of the deliverable, include only information relevant to that section of the deliverable.
- E) Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
- F) Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
- G) Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.

A draft written deliverable may contain limited structural errors such as incorrect punctuation, and shall represent a significant level of completeness toward the associated final written deliverable. The draft written deliverable shall otherwise comply with minimum deliverable quality criteria above.

2.8.4 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

The TO Contractor may suggest other subtasks, artifacts, or deliverables to improve the quality and success of the assigned tasks.

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.8.4.1	Weekly status call	MS Word document that provides a summary of work/activities completed the prior week as well as review and establish priorities for the upcoming week of support.	Initial Delivery: NTP+ 1 week Updates: Weekly
2.8.4.2	SDLC documentation	Each enhancement to an module for the MDIIS shall come with a plan for	As needed.

		development such as a functional design document and a plan for testing the enhancement or module, such as a detailed test plan. The development plan and, by request, the test plan must be approved by the MDIIS Coordinator, Assistant Coordinator, and IT Lead.	
2.8.4.3	Operational Incident Report	In the event of a serious disruption to the functions of an MDIIS application, an OIR shall be submitted to the MDIIS Coordinator, Assistant Coordinator, and IT Lead. It shall include details of the incident and, if possible, the root cause and step to prevent recurrence.	1 Business Day following resolution of the issue

2.9 MINIMUM QUALIFICATIONS

2.9.1 OFFEROR’S COMPANY MINIMUM QUALIFICATIONS

Only those Master Contractors that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation. The Master Contractor’s proposal and references will be used to verify minimum qualifications. The Master Contractor’s proposal shall demonstrate meeting the following minimum requirements:

1. The TO Contractor must be currently supporting and maintaining at least one (1) WIR-based state IIS within the WIR consortium.
 - a. The engagement must have lasted at least one (1) year.
2. The TO Contractor must have at least one (1) year of experience in developing, installing, configuring, and testing enhancements for a WIR-based state IIS since January 2009. For the experience (s), the TO Contractor:
 - a. Must possess experience with deploying at least five (5) new WIR-based modules and/or enhancements.
 - b. Must supply documentation of work history with at least one (1) other WIR based state’s IIS projects since January 2009, along with references and contact information for it.
3. The TO Contractor must be able to provide at least one (1) staff member who is a certified Oracle RDBMS and Oracle Application Server (with WebLogic Suite) technician as needed.

2.9.2 OFFEROR'S PERSONNEL MINIMUM QUALIFICATIONS

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

The proposed four (4) TO Contractor staff identified in 2. 1 shall meet the following minimum qualification criteria for the Master Contractor to be eligible for consideration in the evaluation of this TORFP.

Resumes shall clearly outline starting dates and ending dates for each applicable experience or skills.

A) At least one (1) staff member shall have:

a. JAVA development certification

i. Required certification may be substituted with at least four (4) years of JAVA development experience.

b. One (1) year experience developing enhancements or modules for a WIR-based IIS.

B) At least one (1) staff member shall have:

a. One (1) year experience planning for and testing enhancements or modules for a WIR-based IIS.

2.10 TO CONTRACTOR AND PERSONNEL OTHER REQUIREMENTS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.11 RETAINAGE

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.12 INVOICING

Invoicing shall be submitted monthly. Invoicing shall reflect costs for hours worked during the month and shall be accompanied by signed notice(s) of acceptance (DPAF) for all invoices submitted for payment.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract. Proper invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and shall be submitted to the TO Manager for payment approval.

Payment will only be made upon completion and acceptance of the deliverables as defined in Section 2.8.

2.12.1 TIME SHEET SUBMISSION AND ACCEPTANCE

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.12.2 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) A proper invoice shall identify “TO Requesting Agency” as the recipient and contain the following information: date of invoice, TO Agreement number, deliverable description, deliverable number (e.g., “2.7.4.1.”), period of performance covered by the invoice, a total invoice amount, and a TO Contractor point of contact with telephone number. Also include for each person covered by the invoice the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount.
- B) The TO Contractor shall send the original of each invoice and signed DPAF, if applicable, (Attachment 9), for each deliverable being invoiced to the TO Requesting Agency at:

Center for Immunization
201 W. Preston St.
Suite 318
Baltimore, MD 21201

2.12.3 WORK ORDER PROCESS

- A) Additional resources will be provided via a Work Order process. A Work Order may be issued for either fixed price or time and materials (T&M) pricing. T&M Work Orders will be issued in accordance with pre-approved Labor Categories with the fully loaded rates proposed in Attachment 1.
- B) The TO Manager shall e-mail a Work Order Request (See Attachment 17) to the TO Contractor to provide services or resources that are within the scope of this TORFP. The Work Order Request will include:
 - 1) Technical requirements and description of the service or resources needed
 - 2) Performance objectives and/or deliverables, as applicable
 - 3) Due date and time for submitting a response to the request
 - 4) Required place(s) where work must be performed
- C) The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
 - 1) A response that details the TO Contractor’s understanding of the work;
 - 2) A price to complete the Work Order Request using the format provided in Attachment 17;
 - 3) A description of proposed resources required to perform the requested tasks, with CATS+ labor categories listed in accordance with Attachment 1;
 - 4) An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks;
 - 5) State-furnished information, work site, and/or access to equipment, facilities, or personnel; and
 - 6) The proposed personnel resources, including any subcontractor personnel, to complete the task.
- D) For a T&M Work Order, the TO Manager will review the response and will confirm the proposed labor rates are consistent with this TORFP; For a fixed price Work Order, the TO Manager will review the response and will confirm the proposed prices are acceptable.

- E) The TO Manager may contact the TO Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the TO Procurement Officer for approval. The TO Procurement Officer could issue a change order to the TORFP if appropriate.
- F) Proposed personnel on any type of Work Order shall be approved by the TO Manager. The TO Contractor shall furnish resumes of proposed personnel specifying their intended labor category from the CATS+ Labor Categories proposed in the TO Proposal. The TO Manager shall have the option to interview the proposed personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the personnel.
- G) The TO Manager will issue the NTP after the Work Order is approved and/or any interviews are completed.

2.13 SOC TYPE II AUDIT

A SOC 2 Type II Report is not a requirement for this TO.

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SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

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

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

3.2 SUBMISSION

The TO Proposal shall be submitted via hand delivery or certified mail.

3.3 SUMMARY OF ATTACHMENTS

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

The following signed attachments shall be included with the TO Technical Proposal. For paper submissions, submit two (2) copies of each with original signatures.

- Attachment 2 - Minority Business Enterprise Participation (Attachments D-1 and D-2)
- Attachment 4 – Conflict of Interest Affidavit and Disclosure
- Attachment 5A and 5B- Attachment 5A Minimum Qualifications Summary and Attachment 5B Personnel Resume Form
- Attachment 13 – Living Wage Affidavit of Agreement
- Attachment 16 - Certification Regarding Investments in Iran

The following attachment shall be included with the TO Financial Proposal:

- Attachment 1 Price Sheet

3.4 PROPOSAL FORMAT

A TO Proposal shall contain the following sections in order:

3.4.1 TO TECHNICAL PROPOSAL

A) Proposed Services

- 1) Executive Summary: A one-page summary describing the Offeror's understanding of the TORFP scope of work (Section 2) and proposed solution.
- 2) Proposed Solution: A more detailed description of the Offeror's understanding of the TORFP scope of work, proposed methodology and solution. The proposed solution shall be organized to exactly match the requirements outlined in Section 2.
- 3) Draft Work Breakdown Structure (WBS): A matrix or table that shows a breakdown of the tasks required to complete the requirements and deliverables in Section 2 - Scope of

Work. The WBS should reflect the chronology of tasks without assigning specific time frames or start / completion dates. The WBS may include tasks to be performed by the State or third parties, for example, independent quality assurance tasks. If the WBS appears as a deliverable in Section 2 – Scope of Work, the deliverable version will be a final version. Any subsequent versions shall be approved through a formal configuration or change management process.

- 4) Draft Project or Work Schedule: A Gantt or similar chart containing tasks and estimated time frames for completing the requirements and deliverables in Section 2 - Scope of Work. The final schedule should come later as a deliverable under the TO after the TO Contractor has had an opportunity to develop realistic estimates. The Project or Work Schedule may include tasks to be performed by the State or third parties.
- 5) Draft Risk Assessment: Identification and prioritization of risks inherent in meeting the requirements in Section 2 - Scope of Work. Includes a description of strategies to mitigate risks. If the Risk Assessment appears as a deliverable in Section 2 – Scope of Work, that version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.
- 6) Assumptions: A description of any assumptions formed by the Offeror in developing the TO Technical Proposal
- 7) Tools the Master Contractor owns and proposes for use to meet any requirements in Section 2.

B) Compliance with Offeror’s Company Minimum Qualifications

Offerors will complete the following table to demonstrate compliance with the Offeror’s Company Minimum Requirements in Section 2.9.1.

Reference	Offeror Company Minimum Requirement	Evidence of Compliance
2.9.1.1	The TO Contractor must be currently supporting and maintaining at least one (1) WIR-based state IIS within the WIR consortium. a. The engagement must have lasted at least one (1) year.	Offeror documents evidence of compliance here.
2.9.1.2	The TO Contractor must have at least one (1) years of experience in developing, installing, configuring, and testing enhancements for a WIR-based state IIS since January 2009. For the experience (s), the TO Contractor: a. Must possess experience with deploying at least five (5) new	Offeror documents evidence of compliance here.

	<p>WIR-based modules and/or enhancements.</p> <p>b. Must supply documentation of work history with at least one (1) other WIR based state's IIS projects since January 2009, along with references and contact information for it.</p>	
2.9.1.3	The TO Contractor must be able to provide at least one (1) staff member who is a certified Oracle RDBMS and Oracle Application Server (with WebLogic Suite) technician as needed.	Offeror documents evidence of compliance here.

C) Proposed Personnel and TORFP Staffing

Offeror shall propose exactly four (4) key resources in response to this TORFP.

- 1) Complete and provide for each proposed resource Attachment 5A Minimum Qualifications Summary and Attachment 5B Personnel Resume Form.
- 2) Provide three (3) references per proposed personnel containing the information listed in Attachment 5B.
- 3) Provide evidence proposed personnel possess the required certifications in accordance with Section 2.9.2 Offeror's Personnel Minimum Qualifications. Also copies of required certifications.
- 4) Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources in addition to the personnel requested in this TORFP, and how the TO Contractor Personnel shall be managed. Include:
 - a) Planned team composition by role as outlined in Section 1.2-Roles and Responsibilities. (Identify specific names and provide history only for the proposed resources required for evaluation of this TORFP).
 - b) Process and proposed lead time for locating and bringing on board resources that meet TO needs
 - c) Supporting descriptions for all labor categories proposed in response to this TORFP
 - d) Description of approach for quickly substituting qualified personnel after start of TO
- 5) Provide the names and titles of the Offeror's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.

D) MBE, SBE Participation and VSBE Participation

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

E) Subcontractors

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

F) Overall Offeror team organizational chart

Provide an overall team organizational chart with all team resources available to fulfill the TO Scope of Work.

G) Master Contractor and Subcontractor Experience and Capabilities

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

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

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

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

H) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

I) Confidentiality

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

J) Proposed Facility

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

3.4.2 TO FINANCIAL PROPOSAL

- A) A description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the Price Sheet);
- B) Attachment 1– Price Sheet with all proposed labor categories including all rates fully loaded. Master Contractors shall list all key resources by approved CATS+ labor categories in the price proposal.
- C) To be responsive to this TORFP, the Price Sheet (Attachment 1) shall provide labor rates for all labor categories anticipated for this TORFP. Proposed rates shall not exceed the rates defined in the Master Contract for the Master Contract year(s) in effect at the time of the TO Proposal due date.

Note: Failure to specify a CATS+ labor category in the completed Price Sheet for each proposed resource will make the TO proposal non-responsive to this TORFP.

- D) Prices shall be valid for 120 days.

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SECTION 4 - TASK ORDER AWARD PROCESS

4.1 OVERVIEW

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

4.2 TO PROPOSAL EVALUATION CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance. Failure to meet the minimum company personnel qualifications shall render a TO Proposal not reasonably susceptible for award:

- A) The overall experience, capability and references for the Master Contractor as described in the Master Contractor's TO Technical Proposal.
- B) The Master Contractor's overall understanding of the TORFP Scope of Work – Section 2. Level of understanding will be determined by the quality and accuracy of the technical proposal in adherence with Section 3.4.
- C) The capability of the proposed resources to perform the required tasks and produce the required deliverables in the TORFP Scope of Work – Section 2. Capability will be determined from each proposed individual's resume, reference checks, and oral presentation (See Section 1.5 Oral Presentations/Interviews).
- D) The ability for the Master Contractor to meet staffing expectations relative to supplying additional personnel for this TORFP meeting qualifications in Section 2.9 and 2.10.
- E) Demonstration of how the Master Contractor plans to staff the task order at the levels set forth in Section 2.1 and also for potential future resource requests.

4.3 SELECTION PROCEDURES

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 2 of this TORFP, and quality of responses to Section 3.4.1 TO Technical Proposal.
- B) For TO Proposals deemed technically qualified, the associated TO Financial Proposal will be opened. All others will be deemed not reasonably susceptible for award and the TO Procurement Officer will notify the Master Contractor it has not been selected to perform the work.
- C) Qualified TO Financial Proposal responses will be reviewed and ranked from lowest to highest price proposed.
- D) The most advantageous TO Proposal considering both the technical and financial submissions shall be selected for TO award. In making this selection, price has greater weight.
- E) All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

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

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LIST OF ATTACHMENTS

Attachment Label	Attachment Name	Applicable to this TORFP?	Submit with Proposal?*(Submit, Do Not Submit, N/A)
Attachment 1	Price Sheet	Applicable	Submit with TO Financial Proposal
Attachment 2	Minority Business Enterprise Participation (Attachments D-1 – D-7)	Applicable	Submit with TO Technical Proposal
Attachment 3	Task Order Agreement (TO Agreement)	Applicable	Do Not Submit with Proposal
Attachment 4	Conflict of Interest Affidavit and Disclosure	Applicable	Submit with TO Technical Proposal
Attachment 5	Labor Classification Personnel Resume Summary	Applicable	Submit with TO Technical Proposal
Attachment 6	Pre-Proposal Conference Directions	Not Applicable	Do Not Submit with Proposal
Attachment 7	Notice to Proceed (Sample)	Applicable	Do Not Submit with Proposal
Attachment 8	Agency Receipt of Deliverable Form	Applicable	Do Not Submit with Proposal
Attachment 9	Agency Deliverable Product Acceptance Form (DPAF)	Applicable	Do Not Submit with Proposal
Attachment 10	Non-Disclosure Agreement (Offeror)	Not Applicable	Do Not Submit with Proposal
Attachment 11	Non-Disclosure Agreement (TO Contractor)	Applicable	Do Not Submit with Proposal
Attachment 12	TO Contractor Self-Reporting Checklist	Applicable	Do Not Submit with Proposal
Attachment 13	Living Wage Affidavit of Agreement	Applicable	Submit with TO Technical Proposal
Attachment 14	Mercury Affidavit	Not Applicable	N/A
Attachment 15	Veteran Owned Small Business Enterprise Utilization Affidavit	Not Applicable	N/A
Attachment 16	Certification Regarding Investments in Iran	Applicable	Submit with TO Technical Proposal
Attachment 17	Sample Work Order	Applicable	Do Not Submit with Proposal
Attachment 18	Performance Evaluation Form	Applicable	Do Not Submit with Proposal
Attachment 19	Criminal Background Check Affidavit	Not Applicable	N/A

*if not specified in submission instructions, any attachment submitted with response shall be in PDF format and signed

ATTACHMENT 1 PRICE SHEET

PRICE SHEET (TIME AND MATERIALS) FOR CATS+ TORFP # M00B5400271

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

A year for this task order shall be calculated as one calendar year from NTP. **Labor Rate**

Maximums: The maximum labor rate that may be proposed for any CATS+ Labor Category shall not exceed the maximum for the CATS+ Master Contract year in effect on the TO Proposal due date.

Job Title from TORFP	CATS+ Labor Category Proposed by Master Contractor	Hourly Labor Rate (A)	Total Class Hours (B)	Total Proposed CATS+ TORFP Price (C)
Year 1				
Java Developer	Insert CATS+ Labor Category	\$	2,200	\$
Project Manager	Insert CATS+ Labor Category	\$	2,200	\$
Business Analyst	Insert CATS+ Labor Category	\$	2,200	\$
Database Administer	Insert CATS+ Labor Category	\$	2,200	\$
<Job Title 5>	Insert CATS+ Labor Category	\$	2,200	\$
			Evaluated Price Year 1	\$
Year 2				
Java Developer	Insert CATS+ Labor Category	\$	2,200	\$
Project Manager	Insert CATS+ Labor Category	\$	2,200	\$
Business Analyst	Insert CATS+ Labor Category	\$	2,200	\$
Database Administer	Insert CATS+ Labor Category	\$	2,200	\$
<Job Title 5>	Insert CATS+ Labor Category	\$	2,200	\$
			Evaluated Price Year 2	\$
Year 3				
Java Developer	Insert CATS+ Labor Category	\$	2,200	\$
Project Manager	Insert CATS+ Labor Category	\$	2,200	\$
Business Analyst	Insert CATS+ Labor Category	\$	2,200	\$
Database Administer	Insert CATS+ Labor Category	\$	2,200	\$
<Job Title 5>	Insert CATS+ Labor Category	\$	2,200	\$
			Evaluated Price Year 3	\$
Year 4				
Java Developer	Insert CATS+ Labor Category	\$	2,200	\$

Job Title from TORFP	CATS+ Labor Category Proposed by Master Contractor	Hourly Labor Rate (A)	Total Class Hours (B)	Total Proposed CATS+ TORFP Price (C)
Project Manager	Insert CATS+ Labor Category	\$	2,200	\$
Business Analyst	Insert CATS+ Labor Category	\$	2,200	\$
Database Administer	Insert CATS+ Labor Category	\$	2,200	\$
<Job Title 5>	Insert CATS+ Labor Category	\$	2,200	\$
		Evaluated Price Year 4		\$
Total Evaluated Price (Years 1 – 4)				\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

Signature

Date

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

ATTACHMENT 2 MINORITY BUSINESS ENTERPRISE FORMS

TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS+ TORFP # M00B5400271

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 whether there was any MBE payment activity for the reporting month.
- 3) The TO Contractor is responsible for ensuring that each subcontractor receives a copy of Form D-6 (e-copy of and/or hard copy). The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, including all of the information located in the upper right corner of the form. It may be wise to customize Form 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, including reports showing zero MBE payment activity. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit 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 D-1 MDOT CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION
AFFIDAVIT**

This form and Form D-2 **MUST BE** included with the bid or offer form. If the Bidder or Offeror fails to complete and submit this form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

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

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

____ percent African American ____ percent Asian American
____ percent Hispanic American ____ percent Woman-Owned

Therefore, I will not be seeking a waiver pursuant to COMAR 21.11.03.11.

OR

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

2. I understand that if I am notified that I am the apparent awardee of a TORFP, I must submit the following additional documentation as directed in the TORFP.

- Outreach Efforts Compliance Statement (D-3)
- Subcontractor Project Participation Certification (D-4)
- Any other documentation, including D-7 waiver documentation, if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

I understand that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award.

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

4. Set forth below are the (i) certified MBEs I intend to use and (ii) the percentage of the total contract amount allocated to each MBE for this project and the items of work each MBE will provide under the contract. I hereby affirm that the MBE firms are only providing those items of work for which they are MDOT certified.

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

Bidder/Offeror Name
(please print or type)

Signature of Affiant

Name: _____

Title: _____

Date: _____

ATTACHMENT 2 D-2 MBE PARTICIPATION SCHEDULE

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

List Information For Each Certified MBE Subcontractor On This Project

Minority Firm Name MBE Certification Number FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category) <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other
Percentage of Total Contract Value to be provided by this MBE _____% Description of Work to Be Performed:
Minority Firm Name MBE Certification Number FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category) <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other
Percentage of Total Contract Value to be provided by this MBE _____% Description of Work to Be Performed:
Minority Firm Name MBE Certification Number FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category) <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other
Percentage of Total Contract Value to be provided by this MBE _____% Description of Work to Be Performed:
Minority Firm Name MBE Certification Number FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category) <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other
Percentage of Total Contract Value to be provided by this MBE _____% Description of Work to Be Performed:

Continue on a separate page, if needed.

Summary

Total African-American MBE Participation: _____ %
Total Asian American MBE Participation: _____ %
Total Hispanic American MBE Participation: _____ %
Total Woman-Owned MBE Participation: _____ %
Total Other Participation: _____ %
Total All MBE Participation: _____ %

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

Bidder/Offeror Name
(please print or type)

Signature of Affiant

Name: _____
Title: _____
Date: _____

SUBMIT AS INSTRUCTED IN TORFP

ATTACHMENT 2 D-3 MBE OUTREACH EFFORTS COMPLIANCE STATEMENT

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

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

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

	By:	
Bidder/Offeror Printed Name		Signature

Address: _____

**ATTACHMENT 2 D-4 MBE SUBCONTRACTOR PROJECT PARTICIPATION
CERTIFICATION**

Please complete and submit one form for each MDOT certified MBE listed on Attachment D-1 within
10 working days of notification of apparent award.

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

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

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

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

Prime Contractor Signature

By: _____

Name, Title

Date

Subcontractor Signature

By: _____

Name, Title

Date

This form must be completed monthly by the prime contractor.

ATTACHMENT 2 D-5 MBE PRIME CONTRACTOR PAID/UNPAID MBE INVOICE REPORT

Maryland Department of Information Technology

Minority Business Enterprise Participation

Prime Contractor Paid/Unpaid MBE Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ Report is due to the MBE Officer by the 10th of the month following the month the services were provided. Note: Please number reports in sequence	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ MBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
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Prime Contractor:		Contact Person:																															
Address:																																	
City:		State:	ZIP:																														
Phone:	FAX: Email:																																
Subcontractor Name:		Contact Person:																															
Phone:	FAX:																																
Subcontractor Services Provided:																																	
List all payments made to MBE subcontractor named above during this reporting period: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 25%;">Invoice#</th> <th style="width: 70%;">Amount</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> </tbody> </table> Total Dollars Paid: \$ _____			Invoice#	Amount	1.			2.			3.			4.			List dates and amounts of any outstanding invoices: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 25%;">Invoice #</th> <th style="width: 70%;">Amount</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> </tbody> </table> Total Dollars Unpaid: \$ _____			Invoice #	Amount	1.			2.			3.			4.		
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**If more than one MBE subcontractor is used for this contract, you must use separate D-5 forms. **Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):																																	
(TO MANAGER OF APPLICABLE POC NAME, TITLE) <<TO Requesting Agency Name>> (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)		(AGENCY MBE LIASION OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)																															

This form must be completed by MBE subcontractor

ATTACHMENT 2 D-6 SUBCONTRACTOR PAID/UNPAID MBE INVOICE REPORT

Minority Business Enterprise Participation

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

MBE Subcontractor Name:																															
MDOT Certification #:																															
Contact Person:		Email:																													
Address:																															
City:		State: ZIP:																													
Phone:	FAX:																														
Subcontractor Services Provided:																															
List all payments received from Prime Contractor during reporting period indicated above. <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%;">Invoice Amount</th> <th style="width: 55%;">Date</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> </tbody> </table> Total Dollars Paid: \$_____		Invoice Amount	Date	1.			2.			3.			4.			List dates and amounts of any unpaid invoices over 30 days old. <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%;">Invoice Amount</th> <th style="width: 55%;">Date</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> </tbody> </table> Total Dollars Unpaid: \$_____		Invoice Amount	Date	1.			2.			3.			4.		
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Prime Contractor:		Contact Person:																													
**Return one copy of this form to the following address (electronic copy with signature & date is preferred):																															
TO MANAGER OF APPLICABLE POC NAME, TITLE) <<TO Requesting Agency Name>> (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)	(AGENCY MBE LIASION OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)																														

Signature: _____ Date: _____
(Required)

ATTACHMENT 2 CODE OF MARYLAND REGULATIONS (COMAR)

Title 21, State Procurement Regulations

(regarding a waiver to a Minority Business Enterprise subcontracting goal)

COMAR 21.11.03.11 - Waiver.

- A. If, for any reason, the apparent successful bidder or offeror is unable to achieve the contract goal for certified MBE participation, the bidder or offeror may request, in writing, a waiver to include the following:
- 1) A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBEs in order to increase the likelihood of achieving the stated goal;
 - 2) A detailed statement of the efforts made to contact and negotiate with certified MBEs including:
 - a) The names, addresses, dates, and telephone numbers of certified MBEs contacted, and
 - b) A description of the information provided to certified MBEs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;
 - 3) As to each certified MBE that placed a subcontract quotation or offer that the apparent successful bidder or offeror considers not to be acceptable, a detailed statement of the reasons for this conclusion;
 - 4) A list of minority subcontractors found to be unavailable. This list should be accompanied by an MBE unavailability certification (MBE Attachment D7) signed by the minority business enterprise, or a statement from the apparent successful bidder or offeror that the minority business refused to give the written certification: and
 - 5) The record of the apparent successful bidder or offeror's compliance with the outreach efforts required under Regulation .09B(2)(b).

A waiver may only be granted upon a reasonable demonstration by that MBE participation could not be obtained or could not be obtained at a reasonable price.

If the waiver request is determined not to meet this standard, the bidder or offeror will be found non-responsive (bid) or not reasonably susceptible for award (proposal) and removed from further consideration.

- B. A waiver of a certified MBE contract goal may be granted only upon reasonable demonstration by the bidder or offeror that certified MBE participation was unable to be obtained or was unable to be obtained at a reasonable price and if the agency head or designee determines that the public interest is served by a waiver. In making a determination under this section, the agency head or designee may consider engineering estimates, catalogue prices, general market availability, and availability of certified MBEs in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE and non-MBE cost of participation, and their impact on the overall cost of the contract to the State and any other relevant factor.
- C. An agency head may waive any of the provisions of Regulations .09-.10 for a sole source, expedited, or emergency procurement in which the public interest cannot reasonably accommodate use of those procedures.

- D. When a waiver is granted, except waivers under Section C, one copy of the waiver determination and the reasons for the determination shall be kept by the MBE Liaison Officer with another copy forwarded to the Office of Minority Affairs.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

**ATTACHMENT 2 MBE D-7 MINORITY CONTRACTOR UNAVAILABILITY
CERTIFICATE**

Section I (to be completed by PRIME CONTRACTOR)

I hereby certify that the firm of _____

(Name of Prime Contractor)

located at _____

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

on _____ contacted certified minority business enterprise, _____

(Date) (Name of Minority Business) ,

located at _____,

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

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

List below the type of work/ service requested:

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

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

(Name) (Title)

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

(Signature) (Date)

Note: Certified minority business enterprise must complete Section II

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

I hereby certify that the firm of _____ MBE Cert #

(Name of MBE Firm)

located at _____

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

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

(Date)

by: _____

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

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

(Name) (Title) (Phone)

(Signature) (Fax Number)

ATTACHMENT 3 TASK ORDER AGREEMENT

CATS+ TORFP# M00B5400271 OF MASTER CONTRACT #060B2490023

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

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a) “Agency” means the Department of Health and Mental Hygiene-Center for Immunization, as identified in the CATS+ TORFP # M00B5400271.
 - b) “CATS+ TORFP” means the Task Order Request for Proposals # M00B5400271, dated February 23, 2015, including any addenda and amendments.
 - c) “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated April 22, 2013.
 - d) “TO Procurement Officer” means TO Procurement Officer. The Agency may change the TO Procurement Officer at any time by written notice.
 - e) “TO Agreement” means this signed TO Agreement between Department of Health and Mental Hygiene-Center for Immunization and TO Contractor.
 - f) “TO Contractor” means the CATS+ 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 Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
 - i) “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
 - j) “TO Proposal” collectively refers to the TO– Technical Proposal and TO– Financial Proposal.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a) The TO Agreement,
 - b) Exhibit A – CATS+ TORFP
 - c) Exhibit B – TO Technical Proposal
 - d) Exhibit C – TO Financial Proposal

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

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS+ TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of _____, commencing on the date of Notice to Proceed and terminating on Month Day, Year. At the sole option of the State, this TO Agreement may be extended for two (2) additional, one (1) year periods for a total TO Agreement period ending on Month, Day, Year.

4. Consideration and Payment

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

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

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

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

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

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, Prevention and Health Promotion Administration

By:

Date

Witness: _____

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

Assistant Attorney General

ATTACHMENT 4 CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

Date: _____

By: _____

(Authorized Representative and Affiant)

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

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

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

Every experience listed on the Minimum Qualifications Resume Summary must be explicitly listed with start and stop dates. Where there is a time requirement such as three months' experience, you must provide the dates from and to showing an amount of time that equals or exceeds the mandatory time requirement; in this case, three months. Note: Overlapping time periods shall only count once against a specific

minimum qualification (i.e., a minimum qualification may not be met by listing two examples occurring during the same time period.).

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

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ATTACHMENT 5

5A – MINIMUM QUALIFICATIONS SUMMARY

CATS+ TORFP # M00B5400271

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

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

Proposed Individual’s Name and Company/Sub-Contractor:	List how the proposed individual meets each requirement by including a reference to relevant entries in Form 5B									
LABOR CATEGORY TITLE – (INSERT CATS+ LABOR CATEGORY NAME)										
Education: Insert the education description from the CATS+ Master Contract RFP from Section 2.10 for the applicable labor category	(Identify school or institution Name; Address; Degree obtained and dates attended.)									
Generalized Experience: Insert the generalized experience description from the CATS+ Master Contract RFP from Section 2.10 for the applicable labor category Provide dates in the format of MM/YY to MM/YY	(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Generalized Experience.) <table border="1" data-bbox="797 751 1455 877"> <tr> <td>FROM</td> <td>TO</td> <td>Job Title and Company</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="2">Match to Form 5B:</td> <td><insert cross-reference(s) to the full description on Form 5B></td> </tr> </table>	FROM	TO	Job Title and Company				Match to Form 5B:		<insert cross-reference(s) to the full description on Form 5B>
FROM	TO	Job Title and Company								
Match to Form 5B:		<insert cross-reference(s) to the full description on Form 5B>								
Specialized Experience: Insert the specialized experience description from the CATS+ Master Contract RFP from Section 2.10 for the applicable labor category Provide dates in the format of MM/YY to MM/YY	(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Specialized Experience.) <table border="1" data-bbox="797 1014 1455 1140"> <tr> <td>FROM</td> <td>TO</td> <td>Job Title and Company</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="2">Match to Form 5B:</td> <td><insert cross-reference to the full description on Form 5B></td> </tr> </table>	FROM	TO	Job Title and Company				Match to Form 5B:		<insert cross-reference to the full description on Form 5B>
FROM	TO	Job Title and Company								
Match to Form 5B:		<insert cross-reference to the full description on Form 5B>								
TORFP Additional Requirements Minimum qualifications and required certifications as defined in Section 2.9 of this TORFP. Provide dates in the format of MM/YY to MM/YY										

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

Master Contractor Representative:

Signature

Date

Proposed Individual:

Signature

Date

ATTACHMENT 5

ATTACHMENT 5 5B – PERSONNEL RESUME FORM

CATS+ TORFP # M00B5400271

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

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

Education / Training (start with most recent degree / certificate)

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

Relevant Work Experience*

Describe work experience relevant to the Duties / Responsibilities and Minimum Qualifications described in Section 2 of the TORFP. Start with the most recent experience first; do not include experience not relevant to the scope of this TORFP; use [Employment History below for full employment history](#). Enter dates as MM/YY – MM/YY. Add lines as needed.

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

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

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

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

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

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

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

Master Contractor Representative:

Signature

Date

Proposed Individual:

Signature

Date

Instruction: Sign each form.

ATTACHMENT 6 PRE-PROPOSAL CONFERENCE DIRECTIONS

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

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ATTACHMENT 7 NOTICE TO PROCEED (SAMPLE)

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ Solicitation Number (TORFP #): M00B5400271

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Mr. / Ms. _____ of _____ (Agency Name) will serve as the TO Manager and your contact person on this Task Order. He / She can be reached at telephone _____.

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

Sincerely,

TO Procurement Officer

Task Order Procurement Officer

Enclosures (2)

cc: TO Manager

Procurement Liaison Office, Department of Information Technology

Project Oversight Office, Department of Information Technology

ATTACHMENT 9 AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM

Agency Name: TO Requesting Agency

TORFP Title: TORFP Project Name

TO Manager: TO Manager and Phone Number

To: TO Contractor Name

The following deliverable, as required by Solicitation Number (TORFP #): #ADPICS PO has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ATTACHMENT 10 NON-DISCLOSURE AGREEMENT (OFFEROR)

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

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

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received, 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 TO Procurement Officer, TO Requesting Agency 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: _____

ATTACHMENT 11 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ____ day of _____, 20__, by and between the State of Maryland ("the State"), acting by and through it’s TO Requesting Agency (the “Department or Agency”), 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 TORFP Title TORFP No. ADPICS PO dated _____, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department or Agency, Project Number 060B2490023; and

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

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

1. 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 or Agency, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or Agency or on termination of the TO Agreement.
7. A breach of this Agreement by the TO Contractor or by the TO Contractor's Personnel shall constitute a breach of the Master Contract Agreement between the TO Contractor and the State.
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:

This Agreement shall be governed by the laws of the State of Maryland;

The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;

The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;

Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and

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

TO Contractor/TO Contractor's Personnel:

TO Requesting Agency:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A – FOR THE NONDISCLOSURE AGREEMENT (TO CONTRACTOR)
TO CONTRACTOR’S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE
CONFIDENTIAL INFORMATION

Printed Name and Address
of Employee or Agent

Signature

Date

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

ATTACHMENT 12 TO CONTRACTOR SELF-REPORTING CHECKLIST

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

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

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

SUBMIT AS INSTRUCTED IN TORFP.

ATTACHMENT 13 LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

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

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

ATTACHMENT 14 MERCURY AFFIDAVIT

AUTHORIZED REPRESENTATIVE THEREBY AFFIRM THAT:

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

MERCURY CONTENT INFORMATION:

The product(s) offered do not contain mercury.

OR

The product(s) offered do contain mercury.

(1) Describe the product or product component that contains mercury.

(2) Provide the amount of mercury that is contained in the product or product component. Indicate the unit of measure being used.

I ACKNOWLEDGE THAT this affidavit is to be furnished to the procurement officer and may be distributed to units of (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland;

(3) other states; and

(4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify, or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this affidavit, (2) the contract, and (3) other affidavits comprising part of the contract.

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

_____ By: _____

Date

Signature

Print Name: _____

Authorized Representative and Affiant

ATTACHMENT 15 STATE OF MARYLAND
VETERAN SMALL BUSINESS ENTERPRISE PARTICIPATION (VSBE)

The VSBE subcontractor participation goal for this solicitation is 0%.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

ATTACHMENT 16 CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

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

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

CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

ATTACHMENT 17 SAMPLE WORK ORDER

WORK ORDER	Work Order #	Contract #		
This Work Order is issued under the provisions of a XXX contract. The services authorized are within the scope of services set forth in the <i>Purpose</i> of the work order.				
Purpose				
Statement of Work Requirements:				
Deliverable(s), Acceptance Criteria and Due Date(s):				
Deliverables are subject to review and approval by AGENCY prior to payment. <i>(Attach additional sheets if necessary)</i>				
Start Date	End Date			
Cost				
Description for Task / Deliverables	Quantity (if applicable)	Labor Hours (Hrs.)	Labor Rate	Estimate Total
1.			\$	\$
2.			\$	\$
*Include WBS, schedule and response to requirements.		AGENCY shall pay an amount not to exceed		\$
Contractor		Agency Approval		
(Signature) Contractor Authorized Representative (Date)		(Signature) TO Manager (Date)		
POC	(Print Name)	TO Manager	(Print Name)	
Telephone No.		Telephone No.		
Email:		Email:		

ATTACHMENT 18 PERFORMANCE EVALUATION FORM

TORFP Title: Maryland Immunization Information System (MDIIS)

TORFP # M00B5400271

Name of Contractor being evaluated: <insert name>

(The TO Contractor shall submit one Performance Evaluation Form for each employee as required)

Evaluation Month & Year:

Role (TORFP Section 2.X):

Labor Category:

TO Contractor Name:

TO Contractor Contact:

MSDE TO Manager:

TO Requesting Agency: TO Requesting Agency

PROJECT PERSONNEL PERFORMANCE RATING*

The information below shall be completed by the TO Manager or Designee and returned to the TO Contractor

Performance Area	Satisfactory	Unsatisfactory
Attendance and Timeliness		
Work Productivity		
Work Quality		
Teamwork		
Communication		
Customer Service		

*Project Personnel must maintain a “Satisfactory” rating for each performance area. The TO Contractor shall take action to address any unsatisfactory rating. At the TO Manager’s discretion, employee performance may be rejected and payment withheld pending employee performance mitigation or employee substitution.

Employee performance overall is accepted.

Employee performance overall is rejected (for reasons indicated below).

REASON(S) FOR UNSATISFACTORY EMPLOYEE PERFORMANCE RATING/S:

OTHER COMMENTS:

Signature of Evaluator

Date

Signature of TO Contractor

Date

ATTACHMENT 19 CRIMINAL BACKGROUND CHECK AFFIDAVIT

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

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

I hereby affirm that the _____(Master Contractor)_____ has provided _____(Agency)_____ with a summary of the security clearance results for all of the candidates that will be working on Task Order _____(Title and Number)_____ and all of these candidates have successfully passed all of the background checks required under Section 2.4.3.2 of the CATS + Master Contract. Master Contractors hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this Task Order.

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

Master Contractor

Typed Name

Signature

Date