

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



**MARYLAND DEPARTMENT OF HEALTH (MDH)**

**SOLICITATION NUMBER M00B9400203**

**MAINTENANCE AND ENHANCEMENT OF THE WEB-BASED  
IMMUNET (MARYLAND IMMUNIZATION INFORMATION  
SYSTEM)**

**ISSUE DATE: DECEMBER 6<sup>TH</sup>, 2018**

**MARYLAND DEPARTMENT OF HEALTH (MDH)**  
**KEY INFORMATION SUMMARY SHEET**

<b>Solicitation Title:</b>	Maintenance and Enhancement of the Web-Based ImmuNet (Maryland Immunization Information System)
<b>Solicitation Number (TORFP#):</b>	M00B9400203
<b>Functional Area:</b>	2 – Web and Internet Systems
<b>TORFP Issue Date:</b>	12/6/2018
<b>TORFP Issuing Office:</b>	Maryland Department of Health (MDH or the "State")
<b>State Location:</b>	201 West Preston Street, Baltimore, MD 21201
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<b>TO Proposals are to be sent to:</b>	John Gullucci, CPPB 201 West Preston Street 416D-2, Baltimore, MD 21201 John.gullucci@maryland.gov
<b>TO Pre-proposal Conference:</b>	See Attachment A for directions and instructions.
<b>TO Proposals Due (Closing) Date and Time:</b>	January 9 <sup>th</sup> , 2019 at 2:00 PM Local Time Offerors are reminded that a completed Feedback Form is requested if a no-bid decision is made (see <b>Section 5</b> ).
<b>MBE Subcontracting Goal:</b>	2% with no subgoals
<b>VSBE Subcontracting Goal:</b>	0%
<b>Task Order Type:</b>	Time and Materials
<b>Task Order Duration:</b>	Four (4) year base period with one (1) one-year option period, commencing from the Effective Date
<b>Primary Place of Performance:</b>	Maryland Department of Health 201 West Preston Street, Baltimore, MD 21201
<b>SBR Designation:</b>	No
<b>Federal Funding:</b>	Yes
<b>Questions Due Date and Time</b>	January 3rd, 2019 Local Time

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## 1 Minimum Qualifications

### 1.1 Offeror Personnel Minimum Qualifications

There are no minimum qualifications for Offeror Personnel. Evaluations shall be based on required and preferred Offeror Experience and Personnel outlined in **Section 3.8** and **Section 3.9** of this TORFP.

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## 2 TO Contractor Requirements: Scope of Work

### 2.1 Summary Statement

The Maryland Department of Health (MDH or the "State") is issuing this CATS+ TORFP in order to seek bids from experienced, responsive and financially sound contractors that shall assume responsibility for system maintenance, enhancements, technical support, and user support, including Tier 3 help desk support, of ImmuNet, Maryland's Immunization Information System (IIS). The ImmuNet application has been in Production since 2011 and is currently in the maintenance and operations phase. A number of enhancements shall need to be completed during this contract period for ImmuNet to be compliant with federal requirements and MDH business requirements. Since the work to be accomplished under this procurement involves the management of protected data, all work performed by the TO Contractor and its subcontractors shall be performed in the United States or its territories.

- 2.1.1 The TO Contractor shall provide four (4) resources at the NTP Date. MDH shall have the option of adding up to eleven (11) additional resources to this Task Order for a maximum total of fifteen (15) resources. All resources beyond the initial four (4) shall be requested through a Work Order process.
- 2.1.2 MDH intends to award this Task Order to one (1) Master Contractor that proposes a team of resources and a Staffing Plan that can best satisfy the Task Order requirements.
- 2.1.3 Master Contractors are advised that, should a solicitation or other competitive award be initiated as a result of activity or recommendations arising from this Task Order, the Offeror awarded this Task Order may not be eligible to compete if such activity constitutes assisting in the drafting of specifications, requirement, or design thereof.
- 2.1.4 A Task Order award does not assure a TO Contractor that it shall receive all State business under the Task Order.

### 2.2 Background and Purpose

The MDH is responsible for the promotion of health and wellness for all Maryland residents, which includes protecting Maryland children and residents from vaccine-preventable diseases. The Center for Immunization within the MDH Infectious Disease Bureau (IDB) is responsible for the maintenance and enhancement of a statewide immunization information system per state statute. ImmuNet is a tool that is increasingly being used to support the goals and objectives of not only programs within the Center for Immunization, but also other programs throughout the MDH.

#### A. MDH IDB Center for Immunization: Application Owner

The core function of the system is to collect immunization information from many sources and present a single, complete immunization record to authorized users. ImmuNet also includes information on children blood lead screening results and perinatal Hepatitis B cases.

#### B. MDH Vital Statistics Administration: Application Partner

The Code of Maryland Regulations (COMAR) 10.06.03.04 allows for ImmuNet to receive identifying information from Vital Records to establish a record for each child. Each week's files of new births are created by Vital Records and submitted electronically to ImmuNet.

C. Maryland Department of the Environment (MDE) Lead Poisoning Prevention Program (LPPP): Application Partner

Maryland Environment Article § 6-303(b) allows for ImmuNet to receive identifying information from MDE LPPP blood lead screening results for children and make viewable to authorized users. Each month's files of blood lead screening results are created by LPPP and submitted electronically to ImmuNet.

Additional partners include Maryland's state-designated Health Information Exchange (Chesapeake Regional Information System for our Patients) and Immunization Information System (IIS) projects in other states. The goal of these partnerships is to support bidirectional data exchange with authorized providers and include in ImmuNet information on residents from other jurisdictions and states with IISs so as to have a complete record of immunizations for people that reside in other geographic and system catchment areas.

Maryland acquired from the State of Wisconsin a computerized internet database application known as the Wisconsin Immunization Registry (WIR), which was developed to record and track immunization data. Electronic Data Systems (EDS) initially developed this registry application in 2000 for Wisconsin. Maryland entered into a contract with Hewlett Packard Enterprises in 2010 as a result of a competitive bid process to modify and maintain the New York State version of the WIR software for compliance with Maryland statute under the new application name 'ImmuNet'. ImmuNet went live for health care providers in 2011 and is currently in the maintenance and operations phase.

Today, ImmuNet is a confidential, secure, web-based system that collects and maintains demographic, immunization, and blood lead test information in one consolidated record for persons of all ages in Maryland. As of July 3, 2018, ImmuNet contains 5.4 million patients, 46.7 million immunizations, and 40,000 blood lead test results. There are more than 13,000 users from an estimated 4,000 health care provider organizations, 912 pharmacies, 24 health plans and 178 schools. Maryland is committed to achieving the highest immunization rates possible. As of July 3, 2018, 40 % of Maryland children less than six years of age have two or more immunizations recorded in ImmuNet.

MDH goals for ImmuNet are evolving and, as such, still require completion of a significant number of updates and enhancements to become fully compliant with federal recommendations and MDH requirements and needs.

MDH is issuing this CATS+ TORFP for a contractor to assume responsibility for all ImmuNet fixes, maintenance, updates and enhancements. Since ImmuNet is a mission critical system utilized by Maryland health providers and MDH programs on a daily basis, the system must continue to be available, without downtime, twenty-four hours a day, seven days a week. The Contract enables the program to continue to develop new enhancements and modifications of ImmuNet to meet the ever-changing functional standards and core data elements required by the Center for Disease Control (CDC) as well as the national data exchange requirements for programs such as the Center for Medicaid and Medicare Services (CMS) Promoting Interoperability Programs.



### **2.2.1 ImmuNet Goals**

Per CDC, Immunization Information Systems can help states reduce vaccine-preventable diseases by allowing Immunization programs to identify populations at high risk and target interventions and resources efficiently. This TORFP shall enable ImmuNet to continue supporting this goal both at the point of clinical care and at the population level. This includes the functional aspects of ImmuNet such as housing consolidated records, ensuring privacy and confidentiality, reminders for timely immunization, clinical decision support, and data exchange.

### **2.2.2 System Description**

ImmuNet is a Java web-based system, processing information of immunizations done across the State of Maryland. Current focus of the information processed is all immunizations in Maryland.

ImmuNet hardware and operating systems are currently hosted in the MDH Office of Information Technology (OIT) Data Center. ImmuNet IT staff with assistance from OIT are responsible for the hardware, operating systems, environments, and off-site data back-ups under a service level agreement with the MDH Infectious Disease Bureau. ImmuNet IT staff provides installation, upgrades, and monitoring support for the MDH infrastructure and operating system software. In addition, OIT provides 24 x 7 network support of the MDH Production environment for unusual behavior and intrusion detection, as well as address any error conditions, hardware, applications, and operating systems' failures utilizing a variety of tools.

MDH shall provide Oracle and Business Objects software licenses for use by the TO Contractor. The TO Contractor shall be responsible for the maintenance/upgrades of the Oracle WebLogic Application Server (OAS) and the ImmuNet web-based application. ImmuNet IT staff is responsible for the installation and configuration of Business Objects. Activities related to the hosting of ImmuNet are currently under the supervision of ImmuNet IT staff and OIT.

Clearly delineated development, Testing, and Production environments, as well as a physical separation of hardware where necessary for security and configuration purposes, must be maintained. A Change Management process shall govern the control of changes made to the environments. ImmuNet application changes shall be coordinated by the TO Contractor in a controlled, secure method to protect the integrity of the system. Operating system changes, patches, and upgrades shall be coordinated by the TO Contractor with OIT according to established timeframes. Diagrams of the application's major software components, system interfaces and data flow can be found under the current environment description.

### **2.2.3 Current Environment**

#### **A. Infrastructure Architecture Description**

The ImmuNet infrastructure architecture is based around several components of the OIT leveraged infrastructure, and dedicated physical ImmuNet hardware, all hosted in the MDH data center.

The Microsoft OS platform is based around virtualized (VMware and NetApp) and physical hardware. WMware is used to slice up a robust and scalable hardware appliance into many smaller individual systems used for various functions and processes. This type of virtualization allows for very efficient use of the total available compute resources and

maximizes efficiency. Capacity needs to be well managed and forecasted for the system to maintain a proper response profile under the majority of circumstances.

ImmuNet's Oracle backend database is housed on the departmental Storage Area Network (SAN) which makes it very robust, scalable, and future-ready. Oracle Real Application Cluster (RAC) technology is used to have a multiple node backend architecture ensure High Availability. SAN is a multi-tenant environment based around NetApp storage arrays using multiple Fiber-Channel adapters. Multiple redundant SAN fabrics are used by backend nodes to access the SAN storage ensuring maximum performance and throughput. Utilization of these links is carefully managed and capacity increased when capacity forecasts indicate this is needed.

The Microsoft host systems connect to the datacenter network environment via multiple 10Gbps Ethernet links delivering 80Gbps+ in aggregate available bandwidth to the hosted VMs and physical hardware.

The Microsoft environments are protected from other MDH and OIT environment and direct end-user access by means of redundant pairs of firewalls. A departmental intrusion detection system (IDS) is used to monitor our network or systems for malicious activity or policy violations.

**B. Application Architecture Description**

The application is deployed in four environments utilizing their own set of hardware deployed in three network tiers:

1. A Production environment
2. A Quality Assurance (QA) environment
3. A User Acceptance Testing (UAT) environment
4. A Training environment

The back-end databases of ImmuNet are Oracle Relational Databases located in a network tier separated by a firewall from the application servers. Web servers are placed in a secured DMZ, also separated with firewalls from both the application and database servers. Only minimum number of required ports are opened among hosts to enable communication while maintaining high security levels.

Each of the above four environments has a Transactional database instance on a host including the Data Mart database instance. For Disaster Recovery purposes, full data exports are stored on a SAN network share that is fully replicated offsite. Tape backups are also performed. Recovery of those application server environments can be done via SAN or tape backups.

**C. Network Architecture Description**

The currently deployed network architecture of ImmuNet follows industry best practices where web serving, application logic and data stored in databases are segregated and secured from each other by using a three-tiered network architecture. Network access to each tier is controlled by firewalls, allowing only specific, preconfigured, traffic between tiers to occur.

This setup is highly secure when the firewall configurations between tiers follow a ‘default deny all’ policy and are combined with strict change control. Network security can be easily maintained as long as, part of change control, security reviews are performed on each requested ruleset, with ruleset changes requesting ‘many to many’ or ‘any to any’ type rules being typically disallowed or needing (additional) business justifications.

All servers in the least secure tier, typically called the “DMZ”, are outfitted with anti-malware and/or anti-virus detection tools. These tools monitor at the operating system level, guarding the OS environment from outside intrusions and infections which could utilize attack vectors the firewalls can’t block without limiting or blocking the functionality of the application.

The ImmuNet UAT/TRN/QA/PROD application, datamart, and database servers currently reside in a Windows Server 2008 R2 system. ImmuNet UAT/TRN/QA/PROD web server reside on a VMware Windows Server 2008 R2 virtual systems.

**D. Database Architecture Description**

Utilizing a transactional database and a separate Data Mart in each environment ensures that the different types of workload stresses placed on the underlying infrastructure hardware can be easily controlled. A transactional database typically has lots of small and short query and update transactions, while a query against a data mart is typically large and long running. Each transaction type has wildly different I/O patterns and resource utilization patterns.

Using Oracle RMAN (Recovery Manager) to replicate changes to the databases to the Disaster Recovery site ensures the Disaster Recovery site is never behind more than a few transactions, if any. This ensures an extremely small Recovery Point Objective (RPO) and a short Return to Operations (RTO) of the database environments, if anything were to happen to the Production environment. The actual RTO and RPO however are longer than the RTO and RPO for the databases, due to the current reliance on tape or SAN network share recovery for the application server environments.

Not only is the Production environment configured with Data Guard and a Disaster Recovery environment, but so is the QA-Training environment. This allows testing of any changes to the entire Oracle environment to be made and confirmed in a non-Production setting, before these changes are pushed into Production. A properly configured non-Production environment like this aids in more confident application deployments and upgrades of the entire Production environment at a reduced risk level.

**2.2.4 Existing Hardware**

- A. ImmuNet has a very robust existing hardware architecture. Physical hardware includes web servers, application server, database servers, SAN, load balancers, interconnect switches, tape library, and network shares for local and off-site storage of backups.
- B. ImmuNet has offloaded numerous lowkey functions to various virtual machines to maximize efficiency. Some functions include SSH File Transfer Protocol (sFTP), public facing

departmental website, access control, and web server functions for accepting and routing incoming requests.

### **2.2.5 Existing Software and Dependencies**

The following information describes the ImmuNet Architecture and how the Application is configured:

#### **A. Web Server**

1. Apache HTTP server – version HTTPD 2.2 or later configured for use with Secure Socket Layer (SSL)
2. 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.

#### **B. Application Server**

1. Oracle 11g R2 Weblogic Suite (Application Server) with the latest patch set – Install, configure, optimize.
2. OCJ4 container including JMS and RMI ports; JVM optimization
3. JDK version 1.6, with latest updates
4. Cygwin - including the gcc and cygrunsrv packages
5. Oracle HTTP Server (OHS) including the Oracle Application Server 10g, the extended version of the Apache web server.
6. Oracle Reports Server (ORS) is used for the command-line interfacing as required by the ImmuNet formatted reports.

#### **C. Database Servers (transactional and datamart)**

1. Oracle 11g R2 Enterprise Edition with the latest patch set.
2. 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.

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Diagram 1. ImmuNet datamart and transactional database instances

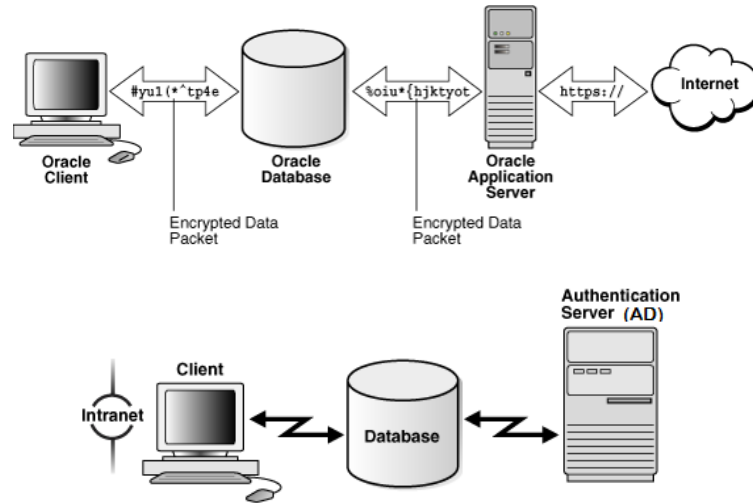
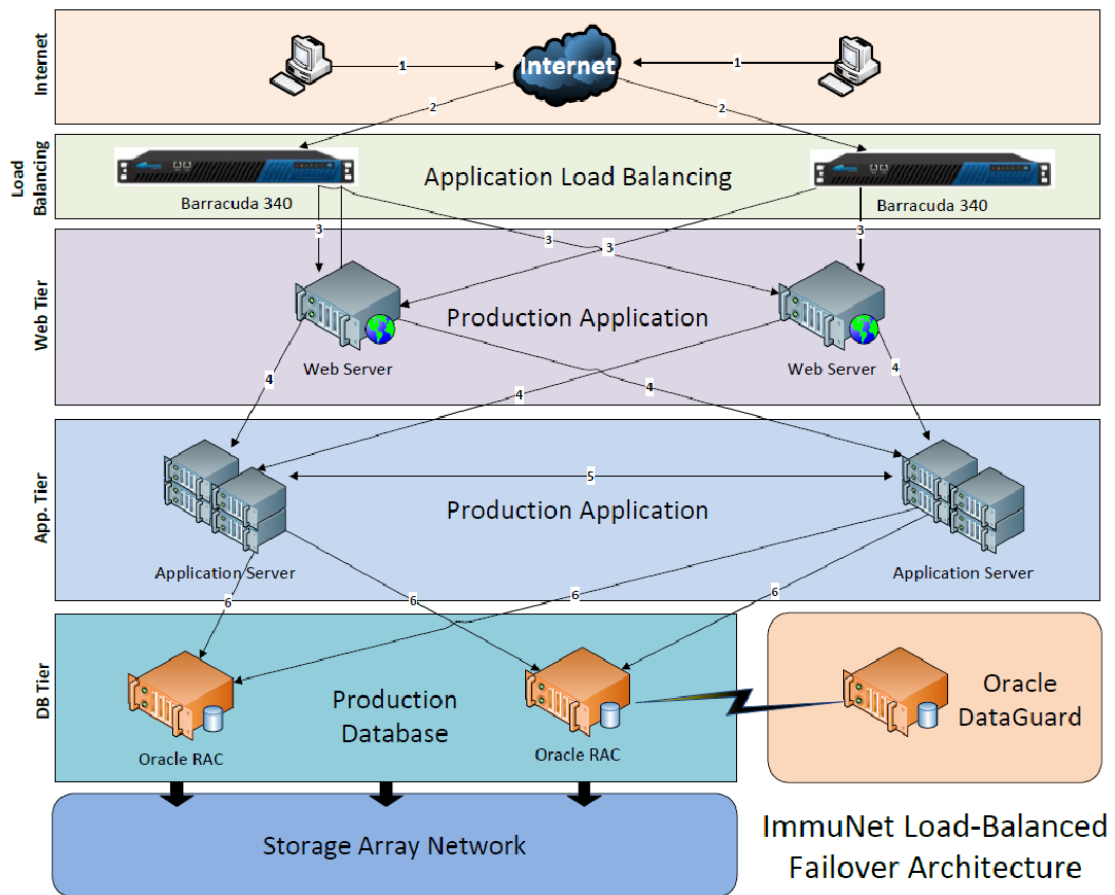


Diagram 2. Architecture Diagram



## 2.2.6 ImmuNet Data/Content Management Overview

### A. ImmuNet-Specific Deployments (Modules)

1. Compiled PL/SQL - ImmuNet makes heavy use of compiled PL/SQL packages
2. ImmuNet Web Applications - There are 3 Java web applications that have been deployed using Enterprise Manager as .ear files. All updates are needed to be deployed with the Oracle Enterprise Manager as well.
3. Client De-duplication (Rematch) - RunMatch module is used to prevent duplicate clients into the ImmuNet by matching supplied client identifying criteria to existing clients in the database.
4. Data Exchange - A process that contains code for a number of application services which combined support the Data Exchange functions of the ImmuNet (TDGServer, TDGLite, MatchServer)
5. IRPipe - IRPipe is used to communicate with Oracle Reports for long-running reports and processes that are run asynchronously.
6. Clinic Assessment Software Application (Casa) - Casa is used to perform Casa extracts based on a common review date.
7. 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.
8. Reports – ImmuNet has numerous OAS and Jasper-based reports.

### B. Web Server Configuration

1. 4.1 Apache HTTP Server Installation/configuration/maintenance
2. SSL renewal and install

### C. Data Clean-up and Archival

1. DB and Server cleanup (scheduled)
2. System support Requirements
  - a. 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.
  - b. The ImmuNet is a mission critical application that demands maximum uptime and uninterrupted system support.

## 2.2.7 ImmuNet Workflow and Reporting

### A. Access to Application

ImmuNet 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. ImmuNet 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 ImmuNet application refers to the web-based user interface, core business logic, and data access routines that are accessed by ImmuNet users and administrators through a web browser. The ImmuNet 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 ImmuNet 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.

1. For ImmuNet, 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.
2. 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 ImmuNet 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.

1. 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 ImmuNet, 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.
2. 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**

ImmuNet users access the registry from a diverse set of platforms with wildly varying degrees of internal IT support. One of the goals for the ImmuNet 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 ImmuNet application and Adobe Acrobat Reader 7.x or better to view and print online reports and forms.



1. To achieve as thin a client as possible, the ImmuNet 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 ImmuNet application can be run successfully on very meager systems.
2. 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 ImmuNet session. ImmuNet 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 ImmuNet, the web server routes most requests to the ImmuNet application server.

1. ImmuNet 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 ImmuNet is to provide a gateway to the database server. While ease of access to an Oracle database was one of chief reasons for implementing ImmuNet using Weblogic Suite, it provides other important services to ImmuNet such as reporting services.
2. ImmuNet 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 ImmuNet 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 shall forward all request to the application server via an Apache proxy forward.
3. Java procedures running under iAS are used to manage pooled connections to the database server. Those connections must be continuous.
4. To work around a timing problem on very large long-running reports, ImmuNet 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.
5. Oracle Net9 is the final middleware component of ImmuNet. This is the Oracle network transport protocol to support communications between the Oracle database, iAS and ORS.

**F. How The Application Tier Operates**

ImmuNet 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.

1. An ImmuNet 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 ImmuNet 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 ImmuNet and sets up a number of data structures in memory. It then initializes a listener that waits for communications from the ImmuNet 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.
2. The ImmuNet 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 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 ImmuNet is via the user's Internet browser. None of the ImmuNet application logic resides on a user's machine.

1. 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.
2. 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.
3. 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 ImmuNet 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.

4. The web browsers, JavaScript and Acrobat are all available for Linux and Mac systems.

**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 ImmuNet 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 MDH Data Center.

**K. Environments**

There are delineated failover and Production environments and a physical separation of hardware where necessary for security and configuration purposes. ImmuNet 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.

### **2.2.8 State Staff and Roles**

In addition to the TO Procurement Officer and TO Manager, the State shall provide the following ImmuNet staff to work with the TO Contractor:

**A. State ImmuNet Coordinator**

The ImmuNet Coordinator oversees the daily operations of ImmuNet and support staff. S/he shall also provide the TO Contractor with MDH's list of priorities for system enhancements and modifications based on state and federal requirements.

**B. Other State Furnished Roles**

The following roles provide hands-on support for various aspects of ImmuNet's daily operations: State Database and/or System Administrator, Quality Improvement, Data Exchange Onboarding/Validation, Help Desk, and any other roles as necessary.

### **2.2.9 Other State Responsibilities**

- A. The State is responsible for providing required information, data, documentation, and test data to facilitate the TO Contractor's performance of the work and shall provide such additional assistance and services as is specifically set forth.
- B. In addition, the State shall be responsible for the following:
  - 1. Inform TO Contractor of any scheduled or unscheduled disruption of service.
  - 2. Purchase or upgrade hardware, software, operating systems, and applicable licenses as necessary.
  - 3. Maintain hardware and operating systems.
  - 4. Provide TO Contractor access to the Production system at appropriate levels as required.
  - 5. At a minimum, the hardware shall be available on business days, from 8:00 am to 5:00 pm EST, Monday through Friday.
  - 6. Backup and restoration of the Production and training ImmuNet software application environments.
  - 7. Provide nightly, weekly and monthly point-in-time backups. Cold storage weekly backup shall also be provided.
  - 8. Provide system support of any known technical problems and issues as reported by ImmuNet project team.
  - 9. Confirm or investigate network/connectivity issues as they arise.
  - 10. Appropriately report and record any environment or network issues found.
  - 11. Keep the TO Contractor informed of any issues or concerns.

## **2.3 TO Contractor Responsibilities and Tasks**

### **2.3.1 Operational General Maintenance Requirements**

The guiding principles for the development, implementation, and ongoing maintenance and enhancement of ImmuNet reflect national and state standards, specifications, and measures related to providing an accurate, secure, interoperable infrastructure that shall support the appropriate use and sharing of health information by the immunization community and beyond. These include sound public health informatics development practices as described by the Public Health Informatics Institute (<https://www.phii.org/>), National Vaccine Advisory Committee (<https://www.hhs.gov/nvpo/nvac/reports-and-recommendations/index.html>), National IIS Strategic Plan (<https://www.cdc.gov/vaccines/programs/iis/strategic.html>), Modeling of Immunization Registry Operations Workgroup guides (<https://www.cdc.gov/vaccines/programs/iis/activities/mirow.html>), Office of the National Coordinator for Health Information Technology (<https://www.healthit.gov/HIE>), and Healthy People 2020 goals and objectives.

To maintain and enhance one unified statewide immunization information system is a multifaceted and substantial undertaking, which includes the following:

- A. Production support activities including fixing system interrupts, monitoring online and after-hours processes, and verifying Operating System (OS) changes and updates performed by OIT.
- B. Test and implement updates to Oracle.
- C. Corrective actions for maintaining existing functionality.

To ensure success of the program, the selected TO Contractor shall be required to assist with or be responsible for the following support components of ImmuNet:

- 1. Critical system performance measures (2.3.1.1)
- 2. Normal system availability (2.3.1.2)
- 3. Production Data interfaces and loading (2.3.1.3)
- 4. Problem response (2.3.1.4)
- 5. Production Performance monitoring (2.3.1.5)
- 6. Hardware and software support (2.3.1.6)
- 7. Status Report and Project Management Requirements (2.3.1.7)
- 8. System Maintenance and Operations Documentation (2.3.1.8)
- 9. Releases During Maintenance and Operations Phase (2.3.1.9)
- 10. Disaster Recovery Plan and Testing (2.3.1.10)
- 11. Other tasks as identified elsewhere in this TORFP or inherent in the performance of the services solicited by this TORFP

#### 2.3.1.1 Critical Production Performance Requirements

ImmuNet Production software environment must be available on business days, Monday to Friday, from 8am to 5pm Eastern Time. During this time, access must be available for users to update or view client's immunization information via the web-based user interface or data exchange, as well as process ImmuNet reports. Application interfaces must operate as scheduled with no error attributable to the ImmuNet code or processes.

A monthly average application response time of 20 seconds or less from the internet must be maintained. The monitoring shall occur from the time the application receives the request until a response is sent back to the requestor.

Response to outages or problems shall be reported within the prescribed time limit and assigned priority (see Section 2.3.1.5 Production Performance Monitoring for more detail). Restoration of system operations shall be achieved within the time frames required under the Service Level Agreement (SLA) Section 2.6.9 Problem Response Definitions and Times.

The TO Contractor shall document all interruptions of application service availability during the hours of normal system availability that exceed 15 minutes in an Operational Incident Report (OIR). The OIR shall be created and delivered by the TO Contractor by the next business day.

Regression testing must be performed with each change of hardware and system maintenance release, including coordination between TO Contractor and ImmuNet on user acceptance testing (UAT).

#### 2.3.1.2 Normal System Activity

The TO Contractor/ImmuNet maintenance and operations team shall keep the Production, Training and Quality Assurance (QA) application environments appropriately up to date and provide support for those environments during regular business hours for the duration of the contract. “appropriately” is defined as the version that is needed for the necessary functions required of the environment such that training and Production environments should typically reflect the most current released version of ImmuNet. The QA region may have a different version as needed for appropriate testing or other necessary functions. The TO Contractor shall ensure the ImmuNet Production, Training, and QA environments shall be available from 8:00 am to 5:00 pm EST, Monday through Friday, with the following exceptions:

- A. Scheduled System Outage for the Production System - The application may not be available during periods of system maintenance or application upgrade. These time periods shall be pre-approved by ImmuNet and the TO Contractor, five Business Days prior to the scheduled outage. Five Business Days is the desired notification time period; however, there may be time that hardware or software problems warrant correction within a shorter time period. These scheduled system outages shall not count against the Service Level Agreement (SLA).
- B. Emergency System Outage for the Production System - These should be reported through escalation procedures and OIRs as appropriate.

#### 2.3.1.3 Production Data Interfaces and Loading

ImmuNet supports and shall continue to support data exchanges from providers, vital records and other partners. The responsibility of managing communication in regard to data loads shall fall to MDH. MDH shall pursue partnerships with other groups that include the exchange of data that ImmuNet can support. Upon recognized needs of the program, the TO Contractor shall update existing or develop new specifications.

#### 2.3.1.4 Problem Response

- A. The TO Contractor shall provide system support for the normal hours of business operations. The TO Contractor shall provide on-call support 24x7x365 to resolve critical and high system defects or to run selected jobs. A critical or high system defect that would require after-hours support includes any defect that would prevent users from accessing the ImmuNet Production environment by 8:00 am the next business day.
- B. Problems that result in the ImmuNet Production and/or Training environments becoming unavailable or causing significant performance issues to users shall be immediately escalated by telephone to the TO Contractor team. The TO Contractor shall be responsible for responding to the MDH ImmuNet Coordinator within 15 minutes after MDH notification with a proposed course of action to resolution. In the event the ImmuNet Coordinator cannot be contacted, a voicemail message and an email message shall be sent with the proposed action plan. If an outage occurs lasting more than 15 minutes, the TO Contractor must generate an OIR and proceed with the notification process for a Production outage documenting the following:

1. Cause of outage
  2. The solution (fix)
  3. Amount of downtime relevant to each component of ImmuNet
- C. Following the initial notification of a problem:
1. The TO Contractor must verify system status based on notification from system monitoring equipment and software or information from MDH.
  2. The TO Contractor must initiate the contingency plan in place and immediately notify MDH ImmuNet staff of the issue and its status. If the system failure is determined to be hardware or network related, following specific testing to rule out application related problems, the TO Contractor shall contact ImmuNet staff to follow up with OIT.
  3. MDH shall determine what and how notifications shall be made to ImmuNet users.

#### 2.3.1.5 Production Performance Monitoring

- A. The TO Contractor maintenance and operations staff are responsible for monitoring the system for system up-time and shall report these statistics in a monthly performance report for the previous month. These statistics may have to be modified depending upon MDH network restrictions.
- B. The following statistics shall be collected monthly by the TO Contractor related to the ImmuNet Production system:
1. System availability
  2. Average response time for requests from the time one enters the ImmuNet User Interface (UI) until a reply is returned to the requester
  3. Number of visits and unique visitors
  4. Visit durations and last visit
  5. Authenticated users and last authenticated visit
  6. Pages viewed most often
  7. Rush hours – Shows the average activity over a 24-hour period
  8. Domains and countries of host visitors
  9. Host list, last visit, and unresolved IP addresses list
  10. Browsers used – Identifies each browser type, number of hits per browser type, and the specific browser version
  11. Operating system used – Identifies each operating system and number of hits per operating system
  12. Visits of robots – Tracks the different robots and spiders that have hit the site
  13. Search engines and keywords used – Reports the number of search engines or keywords used to find the site
  14. Cyber security incidents
  15. HTTP errors – Reports the number of errors by error type (for example, page not found)
  16. Graph of user activity by day of the month
- C. The TO Contractor shall also compile weekly reports detailing system availability and any problems experienced during the month. These reports shall include a problem log summary, and the following counts:
1. New immunizations



2. New patients
3. Current immunizations
4. Current patients
5. Provider organizations broken down by organization type and total
6. Users broken down by organization type and total
7. New provider organizations
8. New users

#### 2.3.1.6 Hardware and Software

MDH ImmuNet IT staff is responsible for the maintenance and upkeep of all ImmuNet physical hardware supplied for the application while OIT is responsible for any virtual hardware and network support. The TO Contractor maintenance and operations team shall be responsible for providing maintenance support for changes in the application relating to all hardware and software upgrades performed by ImmuNet IT staff and OIT and ensuring that application and software vulnerabilities are addressed according to Maryland Patch Management Policy, found at <http://doit.maryland.gov/cybersecurity/Documents/Maryland%20DOIT%20Patch%20Management%20Policy%20v1.0.pdf>. The TO Contractor maintenance and operations team shall advise MDH when a proposed major software upgrade may negatively impact the ImmuNet software application performance so that the ImmuNet software application impacts can be evaluated and accommodated. MDH shall provide all applicable software licenses. The TO Contractor is responsible for all software installation, including database and middleware, in all ImmuNet environments, including the Disaster Recovery with ImmuNet IT staff and OIT assistance as needed. The TO Contractor is also responsible for software operation monitoring including database backup and replication on the provided equipment and mechanisms.

#### 2.3.1.7 Status Report and Project Management Requirements

The TO Contractor shall perform the following throughout the contract term:

- A. Conduct weekly status meetings to discuss pertinent issues/problems and results from previous week's activities, plans for the following week, and anticipated problems with suggested solutions or alternatives. The TO Contractor's Project Manager shall be required to participate.
- B. The TO Contractor shall prepare weekly meeting agendas and status reports. The status reports should clearly indicate the status of each action item and any expected changes to the time, quantity, or quality of the fix or deliverable. The status report should include details about the status of tasks and project deliverables that are completed, in process, planned, delayed, or added.
- C. Status Reporting by the contractor every week shall start upon NTP Date and be due one (1) business day prior to the next scheduled weekly status meeting.
- D. Prepare and distribute the status reports for the weekly status meetings. Distribute with the weekly status report a summary of outstanding problems.
- E. Distribute status meeting minutes documenting the outcome of the meeting for future reference as well as action items. The TO Contractor shall be responsible for producing and distributing meeting minutes within three business days following the meeting.
- F. The TO Contractor Project Manager and/or appropriate TO Contractor assigned staff, may be required to have an onsite presence when requested, depending on the needs of the system.

- G. Conduct or participate in other meetings as requested by the ImmuNet Coordinator.
- H. Maintain and support a web-based problem log tracking system to track and log ImmuNet software problems identified through monitoring programs or MDH staff.
- I. Maintain a centrally managed and accessible digital, historical repository of documents produced as part of ImmuNet maintenance activities or system enhancements.
- J. The TO Contractor's proposal shall contain a detailed draft Project Schedule. The TO Contractor shall update the schedule every month thereafter for the life of the contract or as requested by the ImmuNet Coordinator.
- K. Prepare reports or data extracts upon request by the Center for Immunization for MDH or CDC reporting needs (e.g. new grant submissions).
- L. Participate in internal and external audits and reviews of ImmuNet as required by the State.

#### 2.3.1.8 ImmuNet System Maintenance and Operations Documentation Deliverables

The TO Contractor shall maintain the ImmuNet system and documentation as outlined in the following table:

Documentation Deliverable	Overview
User Manual	User documentation to coincide with all software releases. The TO Contractor shall deliver updated documentation the day the release is in Production and shall upload it to the ImmuNet application. The TO Contractor shall identify the user documentation as a deliverable on each software release project plan.
System Documentation	Update system documentation within 20 Business Days of a software release, coordinate updates that overlap during milestones and identify the system documentation as a deliverable on each software release project plan.
Operations Manual	Update the operations manual after each major software release.
Data dictionary/database structure	Update the ImmuNet data dictionary and database structure as changes are made to the system involving the database.

#### 2.3.1.9 ImmuNet Releases During Maintenance and Operations Phase

The TO Contractor shall establish release dates jointly with the MDH. Releases shall be defined as a result of enhancements and/or fixes prioritized through the change control process (see Section 2.3.4 Change Management Requirements for more details). The TO Contractor shall provide upgrades, enhancements and bug fix services as prioritized by MDH. The TO Contractor shall create a project plan to help define expectations on scheduling and timelines for the appropriate release.



The TO Contractor must follow proper software development methodology, including all applicable parts of the Maryland Software Development Lifecycle (SDLC) as defined at <http://doit.maryland.gov/SDLC/Pages/agile-sdlc.aspx>, as part of any release. Documentation shall be made available and reviewed by MDH, additional proper development and testing methodologies shall be followed prior to presenting a new release to MDH for testing and acceptance.

The TO Contractor maintenance and operations team shall report on the progress of releases during the weekly status meetings. Changes resulting from program errors may require modifications to the release schedule in order to complete resolution as required. The TO Contractor and MDH shall coordinate with the appropriate entities on implementation activities based on specific system areas that shall be affected.

The TO Contractor shall conduct performance acceptance testing of new versions of applications or of significant enhancements that are ready for Production. The TO Contractor shall provide bug/issue and enhancement tracking. The TO Contractor shall install and maintain application upgrades.

#### **2.3.1.10 Disaster Recovery Plan**

MDH has an ImmuNet Disaster Recovery Plan that was prepared by a contracted third-party contractor. The TO Contractor shall prepare and maintain an updated ImmuNet Disaster Recovery Plan to maximize provisions for continuous availability (warm site) or timely recovery and resumption of service during times of disaster. The TO Contractor shall work with the State to submit annual updates to the MDH Information Security program for review and approval annually and prior to any significant system update.

The TO Contractor shall conduct or participate in annual disaster recovery tests (also known as tabletop exercises) and update the Disaster Recovery Plan to improve on identified issues.

The TO Contractor shall have all systems and system databases recovered within 24 hours after a disaster occurs once the ImmuNet IT staff and OIT make available the appropriate hardware and operating system.

### **2.3.2 ImmuNet User Technical Support Requirements**

The TO Contractor shall work with ImmuNet users to define priorities, understand business needs, and provide technical and functional Tier 3 Support. The TO Contractor is expected to review existing self-guided online training videos and develop new videos to include enhancements to existing functionality and new functionality.

The TO Contractor shall provide appropriate training to the ImmuNet team as needed to enable them to provide appropriate support for the system, as well as for major system updates and maintenance, or as requested by the ImmuNet Coordinator. This includes, but is not limited to, clearing the data exchange queue and Oracle updates.

### **2.3.3 Perinatal Hepatitis B Support Requirements**

The Perinatal Hepatitis B module in ImmuNet allows authorized users to view, manage, and add Perinatal Hepatitis B cases. The Perinatal Hepatitis B module requires the following of the

selected TO Contractor beyond ImmuNet General Maintenance Requirements (see Section 2.3.2 ImmuNet User Technical Support Requirements for more details):

- A. Support for Perinatal Hepatitis B module and its users
- B. Perinatal Hepatitis B module upgrades, enhancements and bug fix services as prioritized by MDH

#### **2.3.4 Change Management Requirements**

- A. During the life of the contract, changes shall occur that warrant special processing. Some changes shall have impacts on the scope, budget, contract and/or timeline of other enhancements or bug fixes. The contractor shall deliver a Change Management Plan within 90 calendar days of contract execution for review and approval by the ImmuNet Coordinator. This plan is the guide on how to handle these types of changes through a controlled process. The Change Management Plan may be updated with the agreement of both parties. The plan shall identify the process, procedures and tools utilized to execute Change Management for software, systems, plans, procedures, requirements and enhancements for ImmuNet.
- B. The Change Management Plan should contain, but not be limited to, the following concepts:
  - 1. Review, creation, and approval process for Change Request Forms, which shall include at a minimum, a description of the business requirements, the technical specifications required to satisfy the request, fixed hour estimates, estimated timeframe and appropriate approval signatures for each enhancement request or change request.
  - 2. Review and creation of a Change Request Log, which shall include at a minimum, the change request number, a link to the Change Request Form, a description of the enhancement or change, the priority (high, medium, low), the status and the date of delivery. The TO Contractor should deliver a draft of the Change Request Log and the Change Request Form as part of the Change Management Plan and maintain the Change Request Log on an ongoing basis for the term of the contract.
  - 3. Identification and coordination with the appropriate third-party contractor (e.g. Oracle) for operational versions, upgrades, new releases, and emergency fixes to ImmuNet-specific software. MDH shall also identify what upgrades are needed and work with MDH staff to coordinate installation.
  - 4. Installation and maintenance of application upgrades in the Production, Training, QA environments as well as the Dataguard and Disaster Recovery Box.
  - 5. The work identified in the change requests shall be provided by the selected TO Contractor at the rates agreed upon in the contract, with adjustment to project schedules and required timeframes and milestones as appropriate.
  - 6. The price of change requests initiated after contract execution shall be determined by the summation of the level of effort for each labor category required to perform the change multiplied by the hourly rate for that labor category. Errors by TO Contractor in fulfilling detailed solution requirements shall be the fiscal responsibility of the TO Contractor.
  - 7. All change requests are to be provided in exchange for a fixed or “not-to-exceed” compensation. The TO Contractor is solely responsible for any costs in excess of the specified compensation.
  - 8. Procedures through which the Parties interact to propose, refine and, if agreement is reached, execute documentation binding them to proposed changes or enhancements.
  - 9. All change requests must be represented on all project reports, clearly indicating progress and their status.

10. As part of each release the TO Contractor shall provide, upon request, a copy of all current software, database schema, source code, and installation instructions.
  11. As part of each release, the TO Contractor shall provide, upon request, detailed test plans (DTPs).
- C. The TO Contractor shall perform systems releases including but not limited to:
1. Changes necessary for continued operations of the system. This includes interface changes, bug corrections, and changes to look-up tables.
  2. Changes to vaccines, rules for vaccine recommendations and administration, and coverage criteria for state-supplied vaccines. As new vaccines are developed, modifications to the ImmuNet scheduler shall be required to access the completeness of the administration of the series and to calculate the date the next shot is due. This information shall be included in the data exchange messages and modifications to the ImmuNet User Interface (UI).
  3. Changes necessary to support upgrades to the hardware platform as identified by MDH and OIT, analyzing impact; defining changes; coding changes required for compatibility with new hardware; reinstalling the current application; and unit, integration, and regression testing.
  4. Upgrades to the software platform, analyzing impact; defining changes; coding changes required for compatibility with new software; coordinating implementation with MDH and OIT; and unit, integration, and regression testing.
  5. Gap analysis, requirement definition, and detailed specifications, necessary coding changes and all aspects of testing for modules received from other states that use the WIR.
- D. The ImmuNet staff shall prioritize all change requests against ongoing enhancement requests and outstanding incidents through the weekly ImmuNet status meetings. The timeframe for resolution of incidents shall depend on the nature of the system problem or issue to be addressed.
- E. Changes related to the ImmuNet infrastructure impacting services supported by OIT, such as servers, storage, backup, network and operating systems, shall follow the Maryland Configuration Management Policy (<http://doit.maryland.gov/cybersecurity/Documents/Maryland%20DOIT%20Configuration%20Management%20Policy%20v1.0.pdf>)

### **2.3.5 New and Ongoing Development (System Enhancement)**

- A. The TO Contractor shall provide a system evolution process for software development including the development of enhancement design documents, estimates, test plans, and acceptance testing. The TO Contractor should deliver a draft of the Enhancement Request Log and the Enhancement Request Form and maintain the Enhancement Request Log on an ongoing basis for the term of the contract.
- B. The Enhancement Request Form should include, at a minimum, a description of the business requirements, the technical specifications required to satisfy the request, fixed hour estimates, an estimated timeframe and appropriate approval signatures for each enhancement request. The TO Contractor shall also provide the following development services:
1. Upgrades, enhancements, and application modifications to meet additional Maryland requirements as prioritized by MDH.

2. Changes required by federal or state statutes, regulations and/or rule changes and reporting, including specifically but not limited to, the Centers for Disease Control and Prevention (CDC) <http://www.cdc.gov/vaccines>, Office of the National Coordinator for Health Information Technology, Advisory Committee on Immunization Practices (ACIP) <http://www.cdc.gov/vaccines/recs/ACIP/default.htm>, and WIR updates as appropriate.
  3. MDH shall pursue partnerships with other groups that include the exchange of data that the ImmuNet application can support. Upon recognized needs of the program, the TO Contractor shall need to develop new specifications following the enhancement process.
  4. Performance acceptance testing of new versions of applications or of significant enhancements that are ready for Production.
  5. The work enhancement work identified shall be provided by the selected TO Contractor at the rates agreed upon in the contract, with adjustment to project schedules and required timeframes and milestones as appropriate.
  6. The price of enhancements initiated after contract execution shall be determined by the summation of the level of effort for each labor category required to perform the change multiplied by the hourly rate for that labor category.
  7. All system enhancements are to be provided in exchange for a fixed or “not-to-exceed” compensation. The TO Contractor is solely responsible for any costs in excess of the specified compensation.
  8. Procedures through which the Parties interact to propose, refine and, if agreement is reached, execute documentation binding them to proposed changes or enhancements.
  9. All enhancement work must be represented on all project reports, clearly indicating progress and their status.
  10. As part of each release the contractor shall provide upon request a copy of all current software, Database schema, source code, and installation instructions.
  11. As part of each release the contractor shall provide upon request detailed test plans (DTPs).
- C. Enhancements to ImmuNet currently under consideration (but not limited to and not in any order):
1. VFC Survey Content management to allow MDH to edit annual survey
  2. School usage updates (track public vs private school users)
  3. Public portal (allow public to search for their immunization records and providers to register for access)
  4. Reminder/recall updates (auto dialing and text messaging)
  5. Routine, non-manual address cleansing/GIS integration
  6. Routine CDSi updates (after new ACIP recommendations are published)
  7. Incorporate modules for Mass Vaccination/Strategic National Stockpile, Manage Vaccine, Wastage and Return
  8. Antigen Handling
  9. Data exchange updates (dashboard, job monitor, CSV/RESTful)
  10. Report updates (coverage and recalled vaccine)
  11. Inventory/Order updates (screen changes and LHD online ordering)
  12. Consuming VIS and vaccine fund source indicator (public/private) via HL7
  13. Migrate ImmuNet’s existing Oracle database to PostgreSQL
  14. Migrate ImmuNet’s components to Maryland’s cloud solution (MD THINK)
  15. Integration of MDH Program Information
- ImmuNet has already developed the capability for the presentation of children blood lead screening test results. Recently ImmuNet partnered with the Perinatal Hepatitis B program for the recording and presentation of perinatal Hep B case data. It is expected

that other MDH programs (i.e. refugee screening, TB, newborn screening, WIC, other registries) may wish to participate in ImmuNet.

**16. Enhancements to Data Exchange Messaging Standards**

Although CDC recently had IIS adopt HL7 2.5.1 as the messaging standard, it is expected that other changes shall come. Current discussions are going on around the use of the Continuity of Care Document (CCD) in the IIS community. At a minimum, once a standard presentation format is developed, the IIS community would be expected to create and present CCD to the user community. At the most, there may be an expectation for IIS to receive and consume the relevant information from a CCD into the IIS.

Upgrades to versions higher than Version 1.5 of the Implementation Guide for Immunization Data Transactions of the Health Level 7 (HL7) Standard may also likely occur. Other discussions include the adoption and support of the Fast Healthcare Interoperability Resources (FHIR) standard as well.

**2.3.6 Transitional and Operational Requirements**

The transitional and operational responsibility for ImmuNet by the selected TO Contractor shall consist of four (4) distinct phases:

Phase I	Assessment of the current environment by the selected TO Contractor
Phase II	System support transition to the selected TO Contractor
Phase III	Full systems support by the selected TO Contractor
Phase IV	Transition of Ownership

The actions and deliverables required of the TO Contractor from each phase are described in detail below. The TO Contractor's Cost Proposal must identify costs for each Phase.

**A. Phase I – Assessment of Current Environment**

**Timeframe:** Two (2) Calendar Month:

The TO Contractor shall conduct a full assessment of the business, software, hardware and infrastructure environments of the ImmuNet system and develop a transition plan for subsuming the Immunization Information System Support activities from the Center for Immunization's existing incumbent TO Contractor. Project-specific technical documentation and source code shall be made available to the TO Contractor for review to gain a technical understanding of the system and the associated technical architecture. Representatives of ImmuNet and OIT shall be available to meet with the TO Contractor to provide an understanding, from MDH's business perspective, of the requirements for application support of the ImmuNet System. The TO Contractor shall prepare a Transition Plan for ImmuNet support during this Phase for the Center for Immunization's approval. The Transition Plan should document the approach and tasks to be executed during Phase II -Systems Support Transition. The Center for Immunization shall maintain basic operational control of the ImmuNet system during Phase I.

Phase I shall not end until the Center for Immunization approves the Transition Plan. The TO Contractor shall not receive additional reimbursement for any efforts or time as a result of delays during this Phase.

**B. Phase II -Systems Support Transition**

**Timeframe:** Two (2) Calendar Months following completion of Phase I.

During Phase II, support for ImmuNet System shall be incrementally transitioned to the TO Contractor from the Center for Immunization as defined in the Phase I Transition Plan. The TO Contractor shall prepare and deliver a weekly report of the status of each task in the Transition Plan.

The Center for Immunization maintains operational oversight during Phase II while the TO Contractor's Team assumes responsibilities for ImmuNet tasks according to the Transition Plan. Before the end of Phase II, the TO Contractor shall submit an updated project schedule reflecting all tasks, start and finish dates and assigned resources for the next 12-month period. This updated project schedule shall be completed by the contractor with input from the ImmuNet stakeholders. Once all transition tasks are complete, the TO Contractor shall be solely responsible for support of all ImmuNet functions and shall adhere to the signed contract.

Should the TO Contractor not fully complete, to the ImmuNet Coordinator's satisfaction, all tasks in the Transition Plan by the end of Phase II, the MDH may at its discretion extend the time for Phase II. The TO Contractor shall receive no additional reimbursement for the additional time to complete Phase II. The Phase III transition period shall not begin until all tasks in the Transition Plan have been completed and an approved SLA has been signed by both parties. The initial SLA draft shall be completed by the successful bidder and modified and updated by the ImmuNet Coordinator. The SLA defines MDH's service requirements and its expectations as to how the contractor shall meet these requirements. This includes collaboration of the State and the TO Contractor.

**C. Phase III – Full System Support**

Timeframe: Beginning after the completion of Phase II.

The TO Contractor shall provide full system support for the ImmuNet system. This support must meet or exceed the requirements defined in this TORFP and any additional requirements in the SLA, which shall be finalized and approved by the Center for Immunization during Phase II. The TO Contractor shall be required to commit fully qualified professional resources to the maintenance support and enhancement of ImmuNet; the MDH must approve key personnel prior to their having any responsibility with the ImmuNet project for the duration of the contract.

**D. Phase IV -Transition of Ownership**

In order to ensure the MDH success in continuing the support and maintenance of ImmuNet, MDH has the following requirements:

1. The selected TO Contractor shall be required to define and execute a knowledge transfer plan for transitioning ImmuNet knowledge to key staff or new contractor identified by the MDH.
2. The plan should include a process by which the TO Contractor's system can be fully migrated.
3. The plan should include walk-throughs with key staff (MDH and/or new contractor) of the fully configured system and documentation, as installed in the MDH Production environment.
4. The plan should include all aspects of system and user administration, roles and responsibilities, software installation, and configuration.
5. The plan should also include full conveyance of knowledge of the software and its implementation and execution.
6. The plan shall be subject to MDH approval and satisfaction.
7. This phase shall begin, at minimum, four months before the end of the contract.

**2.3.7 Acceptance of Work Products**

The MDH shall define quality and acceptance criteria to each iteration and final release of all new functionality released to ImmuNet.



*Note:* The MDH is unable to define these criteria in detail *prior* to TO Contractor selection due to the variability in technical solution proposals. Once defined, the quality criteria and goals must be executed by the selected TO Contractor before delivery of any iteration or the final release.

The MDH shall define specific, measurable quality criteria for these general areas of inspection:

- A. Achievement of requirements (2.3.7.2)
- B. System security (2.3.7.3)
- C. System reliability (2.3.7.4)
- D. System performance (2.3.7.5)
- E. Technical system and user documentation (2.3.7.6)

#### 2.3.7.1 Iterative and Final Release Validation

The MDH shall verify and validate every iterative release of functionality from the selected TO Contractor. The MDH shall verify and validate the achievement of requirements and/or tasks and associated quality goals. The MDH retains the right to reject any iterative milestone and/or the final release as presented by the selected TO Contractor. The specific procedures and durations of iterative and final reviews shall be determined at the start of the project or per release. The MDH, with input from the selected TO Contractor, shall establish a reasonable timeframe for iterative milestones and final release review.

#### 2.3.7.2 Achievement of Requirements

The “achievement of requirements” quality goal is delivery to and acceptance by the MDH of 100% of all requirements, as defined in this RFP and any additional requirements identified and mutually agreed upon during each functional release.

#### 2.3.7.3 System Security

The “system security” quality goal is a positive security risk assessment with no critical findings. Specific goals per iteration and final release may vary but always need to conform to all applicable Maryland Security Policy and Standards found at <http://doit.maryland.gov/support/pages/securitypolicies.aspx>, including, but not limited to, Vulnerability Scanning and System Development Life Cycle (SDLC) Standards. MDH requires periodic web application security scans and in-depth application security scans of the application before being deployed into Production for each release. All vulnerabilities found during scans must be addressed as per the Maryland Security Assessment Policy (<http://doit.maryland.gov/cybersecurity/Documents/Maryland%20DOIT%20Security%20Assessment%20Policy%20v1.0.pdf>)

In addition, periodic independent assessment of system security by OIT Chief Information Officer or designated staff; this assessment may include, but not be limited to, discussions highlighting weaknesses, unaddressed risks, or questionable areas of the solution in the context of exploit and security breach.

#### 2.3.7.4 System Reliability

The “system reliability” quality goal is 99.0% passing tests with no critical incidents outstanding. Specific goals per iteration may vary.

Note: A passing test is one that can be run in its entirety without error. A test that cannot be run because it or the feature it tests is not implemented or fully implemented shall be counted as a failure.

The MDH expects to follow these general rules within any given iteration:

Passing	Indication
<80.0%	Not ready for MDH acceptance.
>80.0%<99.0%	Ready for open issues review and discussion with the MDH; review of critical issues with the MDH. The MDH may at its discretion, not accept the iteration or final candidate.
>99.0%	MDH acceptance (excepting critical incidents).

#### 2.3.7.5 System Performance

The “system performance” quality goal is: positive assessment proving demonstrated achievement of system performance goals and requirements. Per iteration goals may vary.

#### 2.3.7.6 Technical Systems and User Documentation

The documentation assessment may generally follow this guidance: (1) Achievement of specific documentation test plans and (2) Independent review and assessment of documentation deliverables by MDH staff; this assessment may include, but not be limited to, discussions highlighting strengths, weaknesses, missing or incomplete information, accuracy, adherence to style or other guidelines, and visual presentation.

### 2.3.8 Overall System Security and Privacy

The TO Contractor must comply fully with all current and future updates of the security procedures of MDH, as well as with all applicable State and Federal requirements, in performance of the contract. This includes, but is not limited to, all applicable OIT policies and standards maintained at <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>.

The TO Contractor must not, without prior written authorization from MDH, divulge to third parties any information obtained by the TO Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing contract work, including, but not limited to, security procedures, business operations information or commercial proprietary information in the possession of MDH, Protected Health Information (PHI), or other data.

To ensure confidentiality, the TO Contractor must take appropriate steps as to personnel, agents, and subcontractor education in specific security requirements as applied to this contract, explaining its responsibilities in maintaining security, and reviewing all policies, processes and procedures that shall be used for this project.



All activity covered by this TORFP must be fully secured and protected by satisfactory security arrangements approved by MDH. The TO Contractor must treat all information obtained through its performance under the contract as confidential information and shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations and securing of its rights, or as otherwise provided. State or Federal officials, or representatives of these parties as authorized by State or Federal law or regulations, shall have access to all confidential information in accordance with the requirements of State and Federal laws and regulations. MDH shall have absolute authority to determine if, and when, any other party is allowed to access application information. Confidentiality is the concept that data shall be viewable by those who are explicitly permitted to view it.

#### 2.3.8.1 Data Security

Data Security is the concept that data shall be viewable by those who are explicitly permitted to view or receive it.

For contractor staff performing services off-site, OIT shall provide remote access to the necessary systems through one of the approved methods of remote access to MDH systems in MDH Remote Access Standard. OIT shall be responsible for ensuring:

- A. That the network and systems comply with specifications required by the contractor and agreed to by the MDH;
- B. That all components of the environment related to the solution are accessible through the remote access solution; and
- C. The remote access is provided in a timely manner for the contractor to perform the services.

MDH and OIT shall be responsible for acquiring and maintaining any equipment and performing any labor and/or activities necessary to set-up and maintain network connectivity at and to the software environment. The OIT shall provide and maintain user accounts for, and access to, the remote access solution for the contractor's team members, including but not limited to, the contractor's onsite and remote resources.

#### 2.3.8.2 Security and Privacy Approach

All provisions of the TO Contractor's approach to ensuring Security and Privacy must be compliant with:

- A. All policies and standards defined in the DOIT security policies and standards (<http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>);
- B. Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy, Security and Breach Notification Rules;
- C. Health Information Technology for Economic and Clinical Health (HITECH) Act (<http://www.healthit.gov/policy-researchers-implementers/health-it-legislation>);
- D. The classification of the data to be managed and used in this database is considered sensitive PII and PHI therefore all NIST 800-53 Risk controls must also be followed; and
- E. All applicable State and federal laws and regulations related to privacy protections.

### **2.3.9 Wisconsin Immunization Registry (WIR) Limited License Agreement (LLA), and Additional Terms**

MDH may from time to time acquire new system functionality from other states that use the WIR under the WIR Limited License Agreement (LLA). All such new system functionality shall be acquired pursuant to the terms of the WIR LLA (Appendix 6).

MDH participates in the WIR consortium group, whose purpose is to facilitate sharing of requirements and code development of the WIR system. According to the WIR LLA, MDH is required to notify Wisconsin of all modifications made to the WIR and to release written documentation and code to Wisconsin. The TO Contractor selected under the ImmuNet contract is required as part of maintenance support to provide any services required to fulfill MDH's obligations under the WIR LLA (Appendix 6). By submitting a bid under this solicitation, the TO Contractor acknowledges that it has read and understood the WIR LLA and shall, if it is the Awarded TO Contractor, to the extent its activities and duties hereunder come within the terms of such license or affect the licensed code, comply with the WIR LLA.

The intention of this solicitation is that the MDH shall exclusively own and be able to use the Deliverables apart from any claim or right of the TO Contractor, except as stated in "TO Contractor Technology" immediately below. Subject to the "TO Contractor Technology" paragraph immediately below, the TO Contractor releases to the MDH, all right, title and interest in and to the copyright, and all other rights, in and to any and all software, technical information, specifications, drawings, records, documentation, data and other work products first originated and prepared by the TO Contractor for delivery to the MDH hereunder (the "Deliverables").

#### TO Contractor Technology:

The TO Contractor has created, acquired or otherwise has rights in, and may, in connection with the performance of Services for the MDH, employ, provide, create, acquire or otherwise obtain rights in various concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates and general purpose consulting and software tools, utilities and routines ("TO Contractor Technology"). To the extent that any TO Contractor Technology is contained in any of the deliverables, the TO Contractor hereby grants the MDH a royalty-free, fully paid, worldwide, perpetual, non-exclusive and transferable license to use such TO Contractor Technology in connection with the deliverables and ImmuNet for the MDH's purposes and in accordance with and to comply with the applicable terms of the WIR license. The TO Contractor shall not acquire any right, title and interest in and to the copyrights for goods, any and all software, technical information, specifications, drawings, records, documentation, data or derivative works thereof, or other work products provided by the MDH to the TO Contractor.

Additionally, if code that meets a MDH requirement for ImmuNet can be obtained from Wisconsin or another state that uses the WIR, then the TO Contractor is required to acquire that code and related materials for the MDH under licenses and terms acceptable to the MDH from those other states to be implemented in ImmuNet. The effort to retrofit the code to the ImmuNet system is considered a maintenance support activity and not an enhancement.

### **2.3.10 TO Contractor-Supplied Hardware, Software, and Materials**

- A. By responding to this TORFP and accepting a Task Order award, an Offeror specifically agrees that for any software that it proposes for use by the State in response to this TORFP, the State shall have the right to purchase from another source, instead of from the selected Offeror.

- B. SaaS applications shall be accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email) or a program interface.
- C. The State shall be permitted user-specific application configuration settings.
- D. The TO Contractor is responsible for the acquisition and operation of relevant software support related to the services being provided and shall keep all software current.
- E. All Upgrades and regulatory updates shall be provided at no additional cost.
- F. By responding to this TORFP and accepting a Task Order award, an Offeror specifically agrees that for any software, hardware or hosting service that it proposes for use by the State in response to this TORFP, the State shall have the right to purchase from another source, instead of from the selected Offeror.
- G. The State requires that the Offeror price individual software modules separately.
- H. The State also requires that the Offeror provide fully functional, generally available software and multiple-user licenses for purchase as needed throughout the life of the Task Order.
- I. The Offeror shall install and provide all documentation for the software furnished under this Task Order.
- J. The TO Contractor shall prepare software releases and stage at the State for validation in the system test environment. The State shall provide authorization to proceed. The State shall have the ability to manage the distribution of these releases to the appropriate sites. To support this requirement, the TO Contractor shall propose, provide and fully describe their solution for updating all sites with any new software releases.
- K. The TO Contractor shall be expected to furnish all personnel assigned to this contract with equipment/hardware (e.g. computers, laptops, cell phones, etc.) and other supplies necessary to conduct the required services under this contract.

### **2.3.11 Required Project Policies, Guidelines and Methodologies**

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

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

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

F. TO Contractor Personnel shall follow a consistent methodology for all Task Order activities.

### **2.3.12 Maintenance and Support**

A. Maintenance and support, and TO Contractor's ongoing maintenance and support obligations, are defined as follows:

1. Maintenance commences at the NTP Date. Billing for such maintenance and support shall commence after NTP Date on a monthly basis. The TO Contractor shall provide the necessary number and type of staff to support ImmuNet with maintaining, troubleshooting and upgrading any facet of the ImmuNet architecture not to exceed 18,000 hours a year.
2. Software maintenance includes all future software updates and system enhancements applicable to system modules licensed without further charge to all licensed users maintaining a renewable software support contract.
3. Support shall be provided for superseded releases and back releases still in use by the State.
4. For the first year and all subsequent Task Order years, the following services shall be provided for the current version and one previous version of any Software provided with the Deliverables, commencing upon NTP Date.
  - a) Error Correction. Upon notice by State of a problem with the Software (which problem can be verified), reasonable efforts to correct or provide a working solution for the problem.
  - b) Material Defects. TO Contractor shall notify the State of any material errors or defects in the Deliverables known or made known to TO Contractor from any source during the life of the Task Order that could cause the production of inaccurate or otherwise materially incorrect results. The TO Contractor shall initiate actions as may be commercially necessary or proper to effect corrections of any such errors or defects.
  - c) Updates. TO Contractor shall provide to the State at no additional charge all new releases and bug fixes (collectively referred to as "Updates") for any software Deliverable developed or published by the TO Contractor and made available to its other customers.

B. Section 2.2 describes the ImmuNet system and MDH's provisions for the TO Contractor to provide Operations and Maintenance support as outlined below and detailed in this requirements section:

1. Production support activities including fixing system interrupts, monitoring online and after-hours processes, and verifying Operating System (OS) changes and updates performed by OIT.
2. Test and implement updates to backend.
3. Corrective actions for maintaining existing functionality.

C. Operations tasks (See Section 2.3.1 of this TORFP, which is repeated below in this section)

The guiding principles for the development, implementation, and ongoing maintenance and enhancement of ImmuNet reflect national and state standards, specifications, and measures related to providing an accurate, secure, interoperable infrastructure that shall support the appropriate use and sharing of health information by the immunization community and beyond.

These include sound public health informatics development practices as described by the Public Health Informatics Institute (<https://www.phii.org/>), National Vaccine Advisory Committee (<https://www.hhs.gov/nvpo/nvac/reports-and-recommendations/index.html>), National IIS Strategic Plan (<https://www.cdc.gov/vaccines/programs/iis/strategic.html>), Modeling of Immunization Registry Operations Workgroup guides (<https://www.cdc.gov/vaccines/programs/iis/activities/mirow.html>), Office of the National Coordinator for Health Information Technology (<https://www.healthit.gov/HIE>), and Healthy People 2020 goals and objectives.

To maintain and enhance one unified statewide immunization information system is a multifaceted and substantial undertaking. To ensure success of the program, the selected TO Contractor shall be required to assist with or be responsible for the following support components of ImmuNet:

1. Critical system performance measures (2.3.12.1)
2. Normal system availability (2.3.12.2)
3. Production Data interfaces and loading (2.3.12.3)
4. Problem response (2.3.12.4)
5. Production Performance monitoring (2.3.12.5)
6. Hardware and software support (2.3.12.6)
7. Status Report and Project Management Requirements (2.3.12.7)
8. System Maintenance and Operations Documentation (2.3.12.8)
9. Releases During Maintenance and Operations Phase (2.3.12.9)
10. Other tasks as identified elsewhere in this TORFP or inherent in the performance of the services solicited by this TORFP

#### 2.3.12.1 Critical Production Performance Requirements

ImmuNet Production software environment must be available on business days, Monday to Friday, from 8am to 5pm Eastern Time. During this time, access must be available for users to update or view client's immunization information via the web-based user interface or data exchange, as well as process ImmuNet reports. Application interfaces must operate as scheduled with no error attributable to the ImmuNet code or processes.

A monthly average application response time of 20 seconds or less from the internet must be maintained. The monitoring shall occur from the time the application receives the request until a response is sent back to the requestor.

Response to outages or problems shall be reported within the prescribed time limit and assigned priority (see Section 2.3.1.5 Production Performance Monitoring for more detail). Restoration of system operations shall be achieved within the time frames required under the Service Level Agreement (SLA) Section 2.6.7 Performance Monitoring and Problem Resolution.

The TO Contractor shall document all interruptions of application service availability during the hours of normal system availability that exceed 15 minutes in an Operational Incident Report (OIR). The OIR shall be created and delivered by the TO Contractor by the next business day.

Regression testing must be performed with each change of hardware and system maintenance release, including a coordination between TO Contractor and ImmuNet on user acceptance testing (UAT).

#### 2.3.12.2 Normal System Activity

The TO Contractor/ImmuNet maintenance and operations team shall keep the Production, Training and Quality Assurance (QA) application environments appropriately up to date and provide support for those environments during regular business hours for the duration of the contract. “Appropriately” is defined as the version that is needed for the necessary functions required of the environment such that Training and Production environments should typically reflect the most current released version of ImmuNet. The QA region may have a different version as needed for appropriate testing or other necessary functions. The contractor shall ensure the ImmuNet Production, Training, and QA environments shall be available from 8:00 am to 5:00 pm EST, Monday through Friday, with the following exceptions:

- A. Scheduled System Outage for the Production System - The application may not be available during periods of system maintenance or application upgrade. These time periods shall be pre-approved by ImmuNet and the TO Contractor, five Business Days prior to the scheduled outage. Five Business Days is the desired notification time period; however, there may be time that hardware or software problems warrant correction within a shorter time period. These scheduled system outages shall not count against the Service Level Agreement (SLA).
- B. Emergency System Outage for the Production System - These should be reported through escalation procedures and OIRs as appropriate.

#### 2.3.12.3 Production Data Interfaces and Loading

ImmuNet supports and shall continue to support data exchanges from providers, vital records and other partners. The responsibility of managing communication in regard to data loads shall fall to MDH. MDH shall pursue partnerships with other groups that include the exchange of data that ImmuNet can support. Upon recognized needs of the program, the TO Contractor shall update existing or develop new specifications.

#### 2.3.12.4 Problem Response

- A. The TO Contractor shall provide system support for the normal hours of business operations. The TO Contractor shall provide on-call support 24 hours a day, 365 days a year to resolve critical and high system defects or to run selected jobs. A critical or high system defect that would require after-hours support includes any defect that would prevent users from accessing the ImmuNet Production environment by 8:00 am the next business day.
- B. Problems that result in the ImmuNet Production and/or Training environments becoming unavailable or causing significant performance issues to users shall be immediately escalated by telephone to the TO Contractor team. The TO Contractor team shall be responsible for responding to the MDH ImmuNet Coordinator within 15 minutes with a proposed course of action to resolution. In the event the ImmuNet Coordinator cannot be contacted, a voicemail message and an email message shall be



sent with the proposed action plan. If an outage occurs lasting more than 15 minutes, the TO Contractor must generate an OIR and proceed with the notification process for a Production outage documenting the following:

1. Cause of outage
2. The solution (fix)
3. Amount of downtime relevant to each component of ImmuNet

C. Following the initial notification of a problem:

1. The TO Contractor must verify system status based on notification from system monitoring equipment and software or information from MDH.
2. The TO Contractor must initiate the contingency plan in place and immediately notify MDH ImmuNet staff of the issue and its status. If the system failure is determined to be hardware or network related, following specific testing to rule out application related problems, the TO Contractor shall contact ImmuNet staff to follow up with OIT.
3. MDH shall determine what and how notifications shall be made to ImmuNet users.

#### 2.3.12.5 Production Performance Monitoring

- A. The TO Contractor maintenance and operations staff are responsible for monitoring the system for system up-time and shall report these statistics in a monthly performance report for the previous month. These statistics may have to be modified depending upon MDH network restrictions.
- B. The following statistics shall be collected monthly by the TO Contractor related to the ImmuNet Production system:
  1. System availability
  2. Average response time for requests from the time one enters the ImmuNet User Interface (UI) until a reply is returned to the requester
  3. Number of visits and unique visitors
  4. Visit durations and last visit
  5. Authenticated users and last authenticated visit
  6. Pages viewed most often
  7. Rush hours – Shows the average activity over a 24-hour period
  8. Domains and countries of host visitors
  9. Host list, last visit, and unresolved IP addresses list
  10. Browsers used – Identifies each browser type, number of hits per browser type, and the specific browser version
  11. Operating system used – Identifies each operating system and number of hits per operating system
  12. Visits of robots – Tracks the different robots and spiders that have hit the site
  13. Search engines and keywords used – Reports the number of search engines or keywords used to find the site
  14. Cyber security incidents
  15. HTTP errors – Reports the number of errors by error type (for example, page not found)
  16. Graph of user activity by day of the month

- C. The TO Contractor shall also compile weekly reports detailing system availability and any problems experienced during the month. These reports shall include a problem log summary, and the following counts:
1. New immunizations
  2. New patients
  3. Current immunizations
  4. Current patients
  5. Provider organizations broken down by organization type and total
  6. Users broken down by organization type and total
  7. New provider organizations
  8. New users

#### 2.3.12.6 Hardware and Software

ImmuNet IT staff is responsible for the maintenance and upkeep of all ImmuNet physical hardware supplied for the application while OIT is responsible for any virtual hardware and network support. The TO Contractor maintenance and operations team shall be responsible for providing maintenance support for changes in the application relating to all hardware and software upgrades performed by ImmuNet IT staff and OIT and ensuring that application and software vulnerabilities are addressed according to Maryland Patch Management Policy, found at <http://doit.maryland.gov/cybersecurity/Documents/Maryland%20DOIT%20Patch%20Management%20Policy%20v1.0.pdf>. The TO Contractor maintenance and operations team should advise MDH when a proposed major software upgrade may negatively impact the ImmuNet software application performance so that the ImmuNet software application impacts can be evaluated and accommodated. MDH shall provide all applicable software licenses. The TO Contractor is responsible for all software installation, including database and middleware, in all ImmuNet environments, including the Disaster Recovery with ImmuNet IT staff and OIT assistance as needed. The TO Contractor is also responsible for software operation monitoring including database backup and replication on the provided equipment and mechanisms.

#### 2.3.12.7 Status Report and Project Management Requirements

The TO Contractor shall perform the following throughout the contract term:

- A. Conduct weekly status meetings to discuss pertinent issues/problems and results from previous week's activities, plans for the next week, and anticipated problems with suggested solutions or alternatives. The TO Contractor's Project Manager shall be required to participate.
- B. The TO Contractor shall prepare weekly meeting agendas and status reports. The status reports should clearly indicate the status of each action item and any expected changes to the time, quantity, or quality of the fix or deliverable. The status report should include details about the status of tasks and project deliverables that are completed, in process, planned, delayed, or added.
- C. Status Reporting by the contractor every week shall start at the onset of the contract and be due one (1) business day prior to the next scheduled weekly status meeting.
- D. Prepare and distribute the status reports for the weekly status meetings. Distribute with the weekly status report a summary of outstanding problems.
- E. Distribute status meeting minutes documenting the outcome of the meeting for future reference as well as action items. The TO Contractor is responsible for producing and distributing meeting minutes within three business days following the meeting.



- F. The TO Contractor Project Manager and/or appropriate TO Contractor assigned staff, may be required to have an onsite presence when requested, depending on the needs of the project.
- G. Conduct or participate in other meetings as requested by the ImmuNet Coordinator.
- H. Maintain and support a web-based problem log tracking system to track and log ImmuNet software problems identified through monitoring programs or MDH staff.
- I. Maintain a centrally managed and accessible digital, historical repository of documents produced as part of ImmuNet maintenance activities or system enhancements.
- J. The TO Contractor's proposal should contain a detailed draft Project Schedule. The TO Contractor shall update the schedule every month thereafter for the life of the contract or as requested by the ImmuNet Coordinator.
- K. Prepare reports or data extracts upon request by the Center for Immunization for MDH or CDC reporting needs (e.g. new grant submissions).
- L. Participate in internal and external audits and reviews of ImmuNet as required by the State.

#### 2.3.12.8 ImmuNet System Maintenance and Operations Documentation Deliverables

The TO Contractor shall maintain the ImmuNet system and documentation as outlined in the following table:

Documentation Deliverable	Overview
User Manual	User documentation to coincide with all software releases. The TO Contractor shall deliver updated documentation the day the release is in Production and shall upload it to the ImmuNet application. The TO Contractor shall identify the user documentation as a deliverable on each software release project plan.
System Documentation	Update system documentation within 20 Business Days of a software release, coordinate updates that overlap during milestones and identify the system documentation as a deliverable on each software release project plan.
Operations Manual	Update the operations manual after each major software release.
Data dictionary/database structure	Update the ImmuNet data dictionary and database structure as changes are made to the system involving the database.

#### 2.3.12.9 ImmuNet Releases During Maintenance and Operations Phase

The TO Contractor shall establish release dates jointly with the MDH. Releases shall be defined as a result of enhancements and/or fixes prioritized through the change control process (see Section 2.3.4 Change Management Requirements for more details). The TO Contractor shall provide upgrades, enhancements and bug fix services as prioritized by

MDH. The TO Contractor shall create a project plan to help define expectations on scheduling and timelines for the appropriate release.

The TO Contractor must follow proper software development methodology, including all applicable parts of the Maryland Software Development Lifecycle (SDLC) as defined at <http://doit.maryland.gov/SDLC/Pages/agile-sdlc.aspx>, as part of any release. Documentation shall be made available and reviewed by MDH, additional proper development and testing methodologies shall be followed prior to presenting a new release to MDH for testing and acceptance.

The TO Contractor maintenance and operations team shall report on the progress of releases during the weekly status meetings. Changes resulting from program errors may require modifications to the release schedule in order to complete resolution as required. The TO Contractor and MDH shall need to coordinate with the appropriate entities on implementation activities based on specific system areas that shall be affected.

The TO Contractor shall conduct performance acceptance testing of new versions of applications or of significant enhancements that are ready for Production. The TO Contractor shall provide bug/issue and enhancement tracking. The TO Contractor shall install and maintain application upgrades.

### 2.3.13 Technical Support

- A. “Technical Support” means TO Contractor-provided assistance for the services furnished under this Task Order, after initial MDH end-user support confirms a technical issue that requires additional troubleshooting capabilities; sometimes referenced as Tier 3-4 support, as described in Section 2.3.1.4 (Problem Response) and Section 2.3.2 (ImmuNet User Technical Support Requirements) of this Task Order.
- B. Technical Support shall available during Normal State Business Hours Monday to Friday 8:00am to 5:00pm.
- C. The State shall be able to contact the TO Contractor Technical Support team member after Normal State Business Hours 24x7x365 when needed.
- D. TO Contractor Personnel providing technical support shall be familiar with the State’s account (i.e., calls shall not be sent to a general queue).
- E. TO Contractor shall return calls for service of emergency system issues (see **Section 2.6 Service Level Agreement**) within one (1) hour.
- F. Calls for non-emergency IT service requests shall be returned within three (3) hours or immediately the following day if after Normal State Business Hours.
- G. The State shall be provided with information on software problems encountered at other locations, along with the solution to those problems, when relevant to State software.
- H. Additional requirements are specified under Section 2.3.2 of this TORFP.

### 2.3.14 Backup

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

## 2.4 Deliverables

### 2.4.1 Deliverable Submission

- A. For every deliverable, the TO Contractor shall request the TO Manager confirm receipt of that deliverable by sending an e-mail identifying the deliverable name and date of receipt.

Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project and/or Microsoft Visio within two (2) versions of the current version. At the TO Manager's discretion, the TO Manager may request one hard copy of a written deliverable.

A standard deliverable review cycle shall 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 2.4.3 Minimum Deliverable Quality**. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in **Section 2.4.3 Minimum Deliverable Quality**.

### 2.4.2 Deliverable Acceptance

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

### 2.4.3 Minimum Deliverable Quality

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

Each deliverable shall meet the following minimum acceptance criteria:

- A. Be presented in a format appropriate for the subject matter and depth of discussion.

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

#### **2.4.4 Deliverable Descriptions/Acceptance Criteria**

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

<b>ID #</b>	<b>Deliverable Description</b>	<b>Acceptance Criteria</b>	<b>Due Date / Frequency</b>
2.3.1.7 Status Report and Project Management Requirements	Weekly Status Call Agenda/Report	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.	Weekly
2.3.4 Change Management Requirements and 2.3.5 New and Ongoing Development (System Enhancements)	Change and Enhancement Documents/Approval Request	Each change and enhancement to ImmuNet shall come with a plan and timeline, including estimated staff hours, for development, such as a functional design document and a plan for testing the enhancement or module, such as a detailed test plan (DTP). The development plan and, by request, the test plan must be approved by the ImmuNet Coordinator, and/or designee.	As needed.
2.3.1.8 ImmuNet System Maintenance and Operations Documents	Updates to User Manual, System Documentation, Operational Manual, and Data Dictionary/Database Structure	Updates should be made to the User Manual, System Documentation, and Operational Manual to coincide with all major software releases and to the Data Dictionary and Database Structure as changes are made to the system involving the database.	After each major software release

2.3.1.5 Production Performance Monitoring	Statistical Report	Report for the previous month of the system performance, availability and any problems experienced during the month, problem log summary and other statistics listed in Section 2.3.1.5B of this TORFP. These statistics may have to be modified depending upon MDH network restrictions.	Monthly
2.3.1.4 Problem Response	Operational Incident Report	In the event of a serious disruption to the functions of an ImmuNet application, an OIR shall be submitted to the ImmuNet Coordinator and/or designee. 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

Section 2.3.7 of this TORFP defines the requirements for Acceptance of Work Products.

## 2.5 Future Enhancements

Section 2.3.5 of this TORFP outline the requirements for New and Ongoing System Development (System Enhancement) which includes, but are not limited to, the following enhancements currently under consideration:

1. VFC Survey Content management to allow MDH to edit annual survey
2. School usage updates (track public vs private school users)
3. Public portal (allow public to search for their immunization records and providers to register for access)
4. Reminder/recall updates (auto dialing and text messaging)
5. Routine, non-manual address cleansing/GIS integration
6. Routine CDSi updates (after new ACIP recommendations are published)
7. Incorporate modules for Mass Vaccination/Strategic National Stockpile, Manage Vaccine, Wastage and Return
8. Antigen Handling
9. Data exchange updates (dashboard, job monitor, CSV/RESTful)
10. Report updates (coverage and recalled vaccine)
11. Inventory/Order updates (screen changes and LHD online ordering)
12. Consuming VIS and vaccine fund source indicator (public/private) via HL7
13. Migrate ImmuNet's existing Oracle database to PostgreSQL
14. Integration of MDH Program Information

ImmuNet has already developed the capability for the presentation of children blood lead screening test results. Recently ImmuNet partnered with the Perinatal Hepatitis B program for the recording and presentation of perinatal Hep B case data. It is expected that other MDH programs (i.e. refugee screening, TB, newborn screening, WIC, other registries) may wish to participate in ImmuNet.

15. Enhancements to Data Exchange Messaging Standards

Although CDC recently had IIS adopt HL7 2.5 as the messaging standard, it is expected that other changes shall come. Current discussions are going on around the use of the Continuity of Care Document (CCD) in the IIS community. At a minimum, once a standard presentation format is developed, the IIS community would be expected to create and present CCD to the user community. At the most, there may be an expectation for IIS to receive and consume

the relevant information from a CCD into the IIS. Upgrades to versions higher than Version 2.5.1 of the Implementation Guide for Immunization Data Transactions of the Health Level 7 (HL7) Standard may also likely occur.

### **2.5.1 Change Orders**

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

## **2.6 Service Level Agreement (SLA)**

- 2.6.1 The State, in conjunction with the selected Offeror, intends to establish Service Level Agreements (SLAs) for the maintenance and enhancements of ImmuNet.
- 2.6.2 It is important that the Offeror and the State enter into a contractual relationship that succinctly defines SLA agreements and commitments. It is the intent of this section to specifically define the minimum SLA criteria that is required by the State. The technical requirements that are presented throughout this TORFP represent the State's minimum requirements. The Offeror shall detail in their Proposal its understanding of an agreement to comply with the requirements in the TORFP, including how the Offeror will comply. The Offeror shall consider carefully the infrastructure and other resources that will be required to meet these SLAs.
- 2.6.3 Monthly diagnostic reports in the categories outlined in Section 2.3.1 and repeated in Section 2.3.12 of this TORFP will be used to verify and analyze Offeror conformance with the defined SLAs. The State shall have access to all performance data, in raw and processed form, for the purpose of SLA verification.
- 2.6.4 The Offeror's Proposal shall describe how the Offeror will measure and report on each performance category outlined in Sections 2.3.1 and repeated in Section 2.3.12 of this TORFP, on a monthly basis. Proposed measurement and reporting tools must be described, as well as how the State will receive the reports – e.g. via on-line access, CD-ROM, or other means.
- 2.6.5 **System Availability**  
This SLA shall address performance of the System availability as defined in Section 2.3.1 and repeated in Section 2.3.12 of this TORFP.
- 2.6.6 **Security Management**  
This SLA shall address performance of security management as outlined in Section 2.3.8 of this TORFP. Security management includes all the components that make-up the security barriers to the application, data while being transmitted to or through the application and data available to the application. The security barriers may include firewalls, intrusion detection, virus protection, access control, authentication and other mechanism and techniques to ensure the system and data is protected.

**2.6.7 Performance Monitoring and Problem Resolution**

The Offeror shall describe its plans for performance monitoring and problem resolution as outlined in Section 2.3.1 and repeated in Section 2.3.12 of this TORFP. The Offeror shall describe procedures to be included for interfacing and consulting with hardware and software suppliers to identify and correct problems. The Contractor shall perform maintenance at times that will not adversely impact daily operations. The Contractor shall coordinate maintenance schedules and procedures based on the State's requirements outlined in Section 2.3.1 and repeated in Section 2.3.12 of this TORFP. The Offeror's plans for regularly performing normal and preventive software maintenance must be included in the proposal.

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## 3 TO Contractor Requirements: General

### 3.1 Task Order Initiation Requirements

TO Contractor shall schedule and hold a kickoff meeting within 10 Business Days of NTP Date. At the kickoff, the TO Contractor shall furnish an updated Project Schedule describing the activities for the TO Contractor, the State, and any third parties for fully transitioning to the Contractor's Solution.

### 3.2 End of Task Order Transition

- 3.2.1 The TO Contractor shall provide transition assistance as requested by the State to facilitate the orderly transfer of services to the State or a follow-on contractor, for a period up to 60 days prior to Task Order end date, or the termination thereof. Such transition efforts shall consist, not by way of limitation, of:
  - A. Provide additional services and/or support as requested to successfully complete the transition;
  - B. Maintain the services called for by the Task Order at the required level of proficiency;
  - C. Provide updated System Documentation, as appropriate; and
  - D. Provide current operating procedures (as appropriate).
- 3.2.2 The TO Contractor shall work toward a prompt and timely transition, proceeding in accordance with the directions of the TO Manager. The TO Manager may provide the TO Contractor with additional instructions to meet specific transition requirements prior to the end of Task Order.
- 3.2.3 The TO Contractor shall ensure that all necessary knowledge and materials for the tasks completed are transferred to the custody of State personnel or a third party, as directed by the TO Manager.
- 3.2.4 The TO Contractor shall support end-of-Task Order transition efforts with technical and project support to include but not be limited to:
  - A. The TO Contractor shall provide a draft Transition-Out Plan 120 Business Days in advance of Task Order end date.
  - B. The Transition-Out Plan shall address at a minimum the following areas:
    - 1. Any staffing concerns/issues related to the closeout of the Task Order;
    - 2. Communications and reporting process between the TO Contractor, the State and the TO Manager;
    - 3. Security and system access review and closeout;
    - 4. Any hardware/software inventory or licensing including transfer of any point of contact for required software licenses to the State or a designee;
    - 5. Any final training/orientation of State staff;
    - 6. Connectivity services provided, activities and approximate timelines required for Transition-Out;
    - 7. Knowledge transfer, to include:

- i. A working knowledge of the current system environments as well as the general business practices of the State;
  - ii. Review with the State the procedures and practices that support the business process and current system environments;
  - iii. Working knowledge of all technical and functional matters associated with the Solution, its architecture, data file structure, interfaces, any batch programs, and any hardware or software tools utilized in the performance of this Task Order;
  - iv. Documentation that lists and describes all hardware and software tools utilized in the performance of this Task Order;
  - v. A working knowledge of various utilities and corollary software products used in support and operation of the Solution;
8. Plans to complete tasks and any unfinished work items (including open change requests, and known bug/issues); and
9. Any risk factors with the timing and the Transition-Out schedule and transition process. The TO Contractor shall document any risk factors and suggested solutions.
- C. The TO Contractor shall ensure all documentation and data including, but not limited to, System Documentation and current operating procedures, is current and complete with a hard and soft copy in a format prescribed by the TO Manager.
- D. The TO Contractor shall provide copies of any current daily and weekly back-ups to the State or a third party as directed by the TO Manager as of the final date of transition, but no later than the final date of the Task Order.
- E. Access to any data or configurations of the furnished product and/or services shall be available after the expiration of the Task Order as described in **Section 3.2**.

### **3.3 Invoicing**

#### **3.3.1 Definitions**

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

#### **3.3.2 General**

- A. Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract.
- B. The TO Contractor shall send OR e-mail the original of each invoice and signed authorization to invoice to the TO Manager at e-mail address: kurt.seetoo@maryland.gov.

- C. All invoices for services shall be verified by the TO Contractor as accurate at the time of submission.
- D. Invoices submitted without the required information cannot be processed for payment. A Proper Invoice, required as Payment documentation, must include the following information, without error:
  - 1. TO Contractor name and address;
  - 2. Remittance address;
  - 3. Federal taxpayer identification (FEIN) number, social security number, as appropriate;
  - 4. Invoice period (i.e. time period during which services covered by invoice were performed);
  - 5. Invoice date;
  - 6. Invoice number;
  - 7. State assigned TO Agreement number;
  - 8. State assigned (Blanket) Purchase Order number(s);
  - 9. Goods or services provided;
  - 10. Amount due; and
  - 11. Any additional documentation required by regulation or the Task Order.
- E. Invoices that contain both fixed price and time and material items shall clearly identify the items as either fixed price or time and material billing.
- F. The State reserves the right to reduce or withhold Task Order payment in the event the TO Contractor does not provide the State with all required deliverables within the time frame specified in the Task Order or otherwise breaches the terms and conditions of the Task Order until such time as the TO Contractor brings itself into full compliance with the Task Order.
- G. Any action on the part of the State, or dispute of action by the TO Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.
- H. The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The TO Contractor; however, is not exempt from such sales and use taxes and may be liable for the same.
- I. Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

### **3.3.3 Invoice Submission Schedule**

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

- A. For items of work for which there is one-time pricing (see **Attachment B** – TO Financial Proposal Form) those items shall be billed in the month following the acceptance of the work by the State.
- B. For items of work for which there is annual pricing, see **Attachment B**– TO Financial Proposal Form, those items shall be billed in equal monthly installments for the applicable Task Order year in the month following the performance of the services.

- C. Invoices shall be submitted monthly and within 30 days of delivery of goods and services unless otherwise accepted in the TO Proposal or Work Order response.

### **3.3.4 Time and Materials Invoicing**

- A. Time and Material invoices shall be accompanied by notice(s) of acceptance issued by the State for all invoices submitted for payment: signed timesheet as described below. Include for each person covered by the invoice the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount and a copy of each person's timesheet for the period signed by the TO Manager.

- B. Time Sheet Reporting

Within three (3) business days after the 15th day of the month, the TO Contractor shall submit a monthly timesheet for the preceding month providing data for all resources provided under the Task Order.

At a minimum, each monthly timesheet shall show:

- 1) Title: "Time Sheet for <<xxxxx>>"
- 2) Issuing company name, address, and telephone number
- 3) For each employee /resource:
  - a) Employee / resource name
  - b) For each Period ending date, e.g., "Period Ending: mm/dd/yyyy" (Periods run 1st through 15th and 16th through last day of the month.
    - i) Tasks completed that week and the associated deliverable names and ID#s
    - ii) Number of hours worked each day
    - iii) Total number of hours worked that Period
    - iv) Period variance above or below 40 hours
    - v) Annual number of hours planned under the Task Order
    - vi) Annual number of hours worked to date
    - vii) Balance of hours remaining
    - viii) Annual variance to date (Sum of periodic variances)
- 4) Signature and date lines for the TO Manager
- 5) Time sheets shall be submitted to the TO Manager prior to invoicing. The TO Manager shall sign the timesheet to indicate authorization to invoice.

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

- A. The amount invoiced is inconsistent with the Task Order.
- B. The proper invoice has not been received by the party or office specified in the Task Order.
- C. The invoice or performance is in dispute or the TO Contractor has failed to otherwise comply with the provisions of the Task Order.
- D. The item or services have not been accepted.

- E. The quantity of items delivered is less than the quantity ordered.
- F. The items or services do not meet the quality requirements of the Task Order
- G. If the Task Order provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule.
- H. If the Task Order provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have not been met.
- I. The TO Contractor has not submitted satisfactory documentation or other evidence reasonably required by the TO Procurement Officer or by the contract concerning performance under the contract and compliance with its provisions.

#### **3.3.6 Travel Reimbursement**

Travel shall not be reimbursed under this TORFP.

#### **3.3.7 Retainage**

This solicitation does not require retainage.

### **3.4 Liquidated Damages**

MBE Liquidated damages are identified in **Attachment M**.

This solicitation does not require additional liquidated damages.

### **3.5 Disaster Recovery and Data**

The following requirements apply to the TO Agreement:

#### **3.5.1 Redundancy, Data Backup and Disaster Recovery**

- A. MDH has an ImmuNet Disaster Recovery Plan that was prepared by a contracted third-party contractor. The TO Contractor shall maintain and update the ImmuNet Disaster Recovery Plan to maximize provisions for continuous availability (warm site) or timely recovery and resumption of service during times of disaster. The TO Contractor shall work with the State to submit annual updates to the MDH Information Security program for review and approval annually and prior to any significant system update.
- B. The TO Contractor shall conduct or participate in annual Disaster Recovery tests (also known as tabletop exercises) and update the Disaster Recovery plan to improve on identified issues.
- C. The TO Contractor shall have all systems and system databases recovered within 24 hours after a disaster occurs once the ImmuNet IT staff and OIT make available the appropriate hardware and operating system.

#### **3.5.2 Data Export/Import**

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

### 3.5.3 Data Ownership and Access

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

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

## 3.6 Insurance Requirements

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

### 3.6.4 CYBER SECURITY / DATA BREACH INSURANCE

In addition to the insurance specified in the CATS+ RFP Section 2.7, TO Contractor shall maintain Cyber Security / Data Breach Insurance in the amount of one million dollars (\$1,000,000.00) per occurrence. The coverage must be valid at all locations where work is performed or data or other information concerning State residents and employees is processed or stored.

### 3.7 Security Requirements

#### 3.7.1 Employee Identification

- A. TO Contractor shall remove any TO Contractor Personnel from working on the Task Order where the State determines, in its sole discretion, that said TO Contractor Personnel has not adhered to the Security requirements specified herein.
- B. The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the Task Order.
- C. Unless otherwise specified, the cost of complying with all security requirements specified herein are the sole responsibility and obligation of the TO Contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

#### 3.7.2 Security Clearance / Criminal Background Checks

The TO Contractor shall obtain from all Contractor Personnel assigned to work on the Task Order a signed statement permitting a criminal background check within forty-five (45) days after NTP DATE, the TO Contractor shall secure at its own expense the following type of national criminal history record check and provide the TO Contract Manager with completed checks on such Contractor Personnel prior to assignment:

- A. A national criminal history record check. This check may be performed by a public or private entity.
- B. At a minimum, these background checks must include all convictions and probation before judgment (PBJ) dispositions. The TO Contractor may not assign an individual whose background check reflects any criminal activity to work under this Task Order unless prior written approval is obtained from the TO Contract Manager.
- C. TO Contractor shall be responsible for ensuring that TO Contractor Personnel background check certifications are renewed annually, and at the sole expense to the TO Contractor.
- D. Further, TO Contractor Personnel may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Contractor Personnel to be accompanied while on secured premises.
- E. TO Contractor shall complete a criminal background check prior to any individual TO Contractor Personnel being assigned work on the project. TO Contractor shall provide a Criminal Background Check Affidavit (**Appendix 3**) 45 days of notice to proceed.

#### 3.7.3 On-Site Security Requirement(s)

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

#### 3.7.4 Information Technology

The TO Contractor shall:

- A. Implement Administrative, physical, and technical safeguards to protect State data that are no less rigorous than accepted industry best practices for information security such as those listed below (see **Section 3.7.5**);



- B. Ensure that all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws as well as the terms and conditions of the TO Agreement; and
- C. The TO Contractor, and TO Contractor Personnel, shall (i) abide by all applicable federal, State and local laws, rules and regulations concerning security of Information Systems and Information Technology and (ii) comply with and adhere to the State IT Security Policy and Standards as each may be amended or revised from time to time. Updated and revised versions of the State IT Policy and Standards are available online at: [www.doit.maryland.gov](http://www.doit.maryland.gov) – keyword: Security Policy.

### 3.7.5 Data Protection and Controls

- A. TO Contractor shall ensure a secure environment for all State data and any hardware and software (including but not limited to servers, network and data components) to be provided or used in connection with the performance of the TO Agreement and shall apply or cause application of appropriate controls so as to maintain such a secure environment (“Security Best Practices”). Such Security Best Practices shall comply with an accepted industry standard, such as the NIST cybersecurity framework.
- B. To ensure appropriate data protection safeguards are in place, the TO Contractor shall implement and maintain the following controls at all times throughout the term of the TO Agreement (the TO Contractor may augment this list with additional controls):
  - 1) Establish separate Production, test, and training environments for systems supporting the services provided under this TO Agreement and ensure that Production data is not replicated in test and/or training environment(s) unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements. The TO Contractor shall ensure the appropriate separation of Production and non-Production environments by applying the data protection and control requirements listed in **Section 3.7.5**.
  - 2) Apply hardware and software hardening procedures as recommended by Center for Internet Security (CIS) guides <https://www.cisecurity.org/>, Security Technical Implementation Guides (STIG) <http://iase.disa.mil/Pages/index.aspx>, or similar industry best practices to reduce the TO Contractor/subcontractor’s systems’ surface of vulnerability, eliminating as many security risks as possible and documenting what is not feasible and/or not performed according to best practices. Any hardening practices not implemented shall be documented with a plan of action and milestones including any compensating control. These procedures may include but are not limited to removal of unnecessary software, disabling or removing unnecessary services, removal of unnecessary usernames or logins, and the deactivation of unneeded features in the TO Contractor/subcontractor’s system configuration files.
  - 3) Ensure that State data is not comingled with non-State data through the proper application of compartmentalization security measures.
  - 4) Apply data encryption to protect Sensitive Data at all times, including in transit, at rest, and also when archived for backup purposes. Unless otherwise directed, the TO Contractor is responsible for the encryption of all Sensitive Data.
  - 5) For all State data the TO Contractor manages or controls, data encryption shall be applied to such data in transit over untrusted networks. Encryption algorithms which are utilized for encrypting data shall comply with current Federal Information Processing Standards (FIPS), “Security Requirements for Cryptographic Modules”, FIPS PUB 140-2:

<http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf>

<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>

- 6) Enable appropriate logging parameters to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers and information security standards, including Maryland Department of Information Technology's Information Security Policy.
- 7) Retain the aforementioned logs and review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and remediation, if required. The State shall have the right to inspect these policies and procedures and the TO Contractor or subcontractor's performance to confirm the effectiveness of these measures for the services being provided under this TO Agreement.
- 8) Ensure system and network environments are separated by properly configured and updated firewalls.
- 9) Restrict network connections between trusted and untrusted networks by physically and/or logically isolating systems from unsolicited and unauthenticated network traffic.
- 10) By default, "deny all" and only allow access by exception.
- 11) Review at least annually the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.
- 12) Perform regular vulnerability testing of operating system, application, and network devices. Such testing is expected to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance with or deviations from the security policies applicable to this TO Agreement. TO Contractor shall evaluate all identified vulnerabilities for potential adverse effect on security and integrity and remediate the vulnerability no later than 30 days following the earlier of vulnerability's identification or public disclosure, or document why remediation action is unnecessary or unsuitable. The State shall have the right to inspect the TO Contractor's policies and procedures and the results of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this TO Agreement.
- 13) Enforce strong user authentication and password control measures to minimize the opportunity for unauthorized access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current Maryland Department of Information Technology's Information Security Policy (<http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>), including specific requirements for password length, complexity, history, and account lockout.
- 14) Ensure State Data is not processed, transferred, or stored outside of the United States ("U.S."). The TO Contractor shall provide its services to the State and the State's end users solely from data centers in the U.S. Unless granted an exception in writing by the State, the TO Contractor shall not allow TO Contractor Personnel to store State data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The TO Contractor shall permit its TO Contractor Personnel to access State data remotely only as required to provide technical support.
- 15) Ensure TO Contractor's Personnel shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State, which may be revoked at any

time for any reason. The TO Contractor/subcontractor shall complete any necessary paperwork as directed and coordinated with the TO Agreement Monitor to obtain approval by the State to connect TO Contractor/subcontractor-owned equipment to a State LAN/WAN.

- 16) Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under this TO Agreement; that the anti-virus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation. The TO Contractor shall perform routine vulnerability scans and take corrective actions for any findings.
- 17) Conduct regular external vulnerability testing designed to examine the service provider's security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the service's security and integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The State shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this TO Agreement.

### **3.7.6 Security Plan**

- A. The TO Contractor shall protect State data according to a written security policy ("Security Plan") no less rigorous than that of the State, and shall supply a copy of such policy to the State for validation, with any appropriate updates, on an annual basis.
- B. The Security Plan shall detail the steps and processes employed by the TO Contractor as well as the features and characteristics which shall ensure compliance with the security requirements of the TO Agreement.
- C. Section 2.3.8 of this TORFP details the overall ImmuNet system security and privacy requirements which the TO Contractor is expected to abide by.
- D. If any Security Plan information, including procedures, are different based on a Task Order, TO Contractor shall furnish such differences to the respective TO Manager.

### **3.7.7 Security Incident Response**

- A. The TO Contractor shall notify the State in accordance with **Section 3.7.7A-D** when any TO Contractor system that may access, process, or store State data or State systems experiences a Security Incident or a Data Breach as follows:
  - 1) notify the State within twenty-four (24) hours of the discovery of a Security Incident by providing notice via written or electronic correspondence to the TO Manager, State chief information officer and State chief information security officer;
  - 2) notify the State within two (2) hours if there is a threat to TO Contractor's Solution as it pertains to the use, disclosure, and security of State data; and
  - 3) provide written notice to the State within one (1) Business Day after TO Contractor's discovery of unauthorized use or disclosure of State data and thereafter all information the State (or State) requests concerning such unauthorized use or disclosure.
- B. TO Contractor's notice shall identify:
  - 1) the nature of the unauthorized use or disclosure;
  - 2) the State data used or disclosed,

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

### **3.7.8 Data Breach Responsibilities**

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

### **3.7.9 Additional security requirements may be established in a Task Order and/or a Work Order.**

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

**3.7.11 Provisions in Sections 3.7.1 – 3.7.10 shall survive expiration or termination of the TO Agreement. Additionally, the TO Contractor shall flow down the provisions of Sections 3.7.4-3.7.10 (or the substance thereof) in all subcontracts.**

### **3.8 Offeror Experience**

The following experience is expected and will be evaluated as part of the TO Technical Proposal (see the Offeror experience, capability and references evaluation factor from **Section 6.2**):

- A. Currently providing support and maintenance to at least one WIR-based state (IIS) within the WIR consortium over the past one (1) year.
- B. The TO Contractor must have at least one 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:
  - 1. Must possess experience with deploying at least five new WIR-based modules and/or enhancements.
  - 2. Must supply documentation of work history with at least one other WIR based state's IIS projects since January 2009, along with references and contact information for it.
  - 3. Must propose one individual who is a certified Oracle RDBMS and Oracle Application Server (with WebLogic Suite) technician.

### **3.9 Performance and Personnel**

#### **3.9.1 ROLES AND RESPONSIBILITIES**

Personnel roles and responsibilities under the Task Order:

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

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

- C. **TO Contractor** – The TO Contractor is the CATS+ Master Contractor awarded this Task Order. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work. In addition, the TO Contractor shall furnish all personnel assigned to this contract with equipment/hardware (e.g. computers, laptops, cell phones, etc.) and other supplies necessary to conduct the required services under this contract.
- D. **TO Contractor Manager** – The TO Contractor Manager shall serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolution of any issues that may arise pertaining to the TO

Contractor Personnel. The TO Contractor Manager shall serve as liaison between the TO Manager and the senior TO Contractor management.

- E. **TO Contractor Personnel** – Any official, employee, agent, Subcontractor, or Subcontractor agents of the TO Contractor who is involved with the Task Order over the course of the Task Order period of performance.
- F. **Key Personnel** – A subset of TO Contractor Personnel whose departure during the performance period, shall, in the State’s opinion, have a substantial negative impact on Task Order performance. Key Personnel proposed as part of the TO Proposal shall start as of TO Agreement issuance unless specified otherwise in this TORFP or the Offeror’s TO Technical Proposal. Key Personnel may be identified after Task Order award.

### 3.9.2 Personnel Experience/ Qualifications

- A. Offerors shall identify proposed personnel that are considered Key Personnel and must include Appendix 4 – Labor Classification Personnel Resume Summary Form with the experience and skills of the Key Personnel proposed. In addition to providing Appendix 5 for all proposed Key Personnel, each proposal must also specify the position descriptions, titles, and areas of responsibility of the personnel who actually will work on the project.
- B. Any Key Personnel proposed under this TORFP, in addition to the TO Contractor Project Manager identified below, and any proposed personnel in response to a Work Order must meet all minimum qualifications for the labor category proposed, as identified in the **CATS + Master Contract Section 2.10**  
<http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016CATSPPlus2016RFP.pdf>
- C. As part of the TO Proposal evaluation, Offerors shall propose exactly four (4) Key Personnel who are expected to be available as of the start date specified in the Notice to Proceed (NTP Date). Offerors shall describe in a Staffing Plan how additional resources shall be acquired to meet the needs of the MDH.
- D. Offeror must specify the labor category corresponding to the following Key Personnel roles:
  - 1. Developer/System Engineer
  - 2. Lead Business Analyst
  - 3. Database Administrator
  - 4. Project Manager
- E. In addition to the minimum qualifications for the proposed labor categories, (from **CATS + Master Contract Section 2.10**  
<http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016CATSPPlus2016RFP.pdf> the following experience and qualifications are expected and will be evaluated as part of the TO Technical Proposal (see the capability of proposed resources evaluation factor from **Section 6.2** of this TORFP).

### 3.9.3 Key Personnel Identified

An Offeror may be evaluated higher if proposed personnel meet or exceed the preferred experience and qualifications listed below for each role.



Role	Experience/Qualifications
<b>1. Developer/System Engineer</b>	<p><b><u>Required:</u></b></p> <ul style="list-style-type: none"> <li>a) Degree in Computer Engineering, Computer science, or related field</li> <li>b) Three to five years' experience in a software engineering environment</li> <li>c) Technical and functional experience designing, analyzing, integrating, tailoring, and/or implementing software using Java, C++, HTML or .NET</li> <li>d) Capability to work in RDBMS and ODBC/JDBC</li> <li>e) Knowledgeable in SOAP/REST</li> </ul> <p><b><u>Preferred:</u></b></p> <ul style="list-style-type: none"> <li>a) Software Design, Development and Testing experience</li> <li>b) Performance and Stress Testing</li> <li>c) Requirements Management</li> <li>d) Software Configuration Management</li> <li>e) Software Release Management</li> <li>f) Experience as an IIS developer</li> <li>g) Master's degree in Computer Science, Engineering, or related field</li> </ul>
<b>2. Lead Business Analyst</b>	<p><b><u>Required:</u></b></p> <ul style="list-style-type: none"> <li>a) Degree in Administration, Computer Engineering, Computer science, or related field</li> <li>b) Strong health care business and technology background/experience</li> <li>c) Excel proficiency</li> <li>d) Strong analytical and product management skills required, including a thorough understanding of how to interpret customer business needs and translate them into application and operational requirements</li> </ul> <p><b><u>Preferred:</u></b></p> <ul style="list-style-type: none"> <li>a) User Acceptance Testing experience</li> <li>b) Requirements management</li> <li>c) IIS Business Analysis (BA) experience</li> <li>d) Software release management</li> <li>e) Knowledge or certification in computer languages such as C#, Java, and SQL</li> </ul>
<b>3. Database Administrator</b>	<p><b><u>Required:</u></b></p> <ul style="list-style-type: none"> <li>a) Degree in Administration, Computer Science, Management Information Systems, or related field</li> <li>b) Knowledge of business functions</li> <li>c) Experience in programming, particularly knowledge of structured query language (SQL), Unix and database management systems (DBMS)</li> <li>d) Experience in building databases of high availability and quality and ensure its performance, integrity and security</li> </ul> <p><b><u>Preferred:</u></b></p> <ul style="list-style-type: none"> <li>a) Database Support experience</li> <li>b) Requirements Management</li> <li>c) Software Release Management</li> <li>d) Experience as an IIS Database Administrator</li> </ul>



Role	Experience/Qualifications
4. Project Manager	<p>The TO Contractor shall be required to assign a Project Manager to the project who shall act as the single point of contact with the MDH and who shall have authority over all of the selected TO Contractor's resources assigned to the project. The TO Contractor's assigned Project Manager must be fully engaged in managing the project and shall be required to have a presence at the MDH if needed. The extent and frequency of involvement and on-site presence of the selected TO Contractor's Project Manager shall be based on the needs of the project and the requirements of the organization issuing this RFP; this decision shall be made by the MDH and shall be binding to the selected TO Contractor.</p> <p><b>Required:</b></p> <ul style="list-style-type: none"> <li>a) Degree in Administration, Computer Science, Engineering or a related major.</li> <li>b) Five years of business development experience, including creating business plans, managing relationships, conducting presentations, and meeting goals.</li> <li>c) Hands on experience in managing projects utilizing application/systems development lifecycle (SDLC).</li> <li>d) Working knowledge of project management tools (e.g. MS Project, Clarity).</li> <li>e) Ability to navigate within a deadline driven matrix organization.</li> </ul> <p><b>Preferred:</b></p> <ul style="list-style-type: none"> <li>a) Project Management Institute certification as a Project Management Professional.</li> <li>b) IIS experience or ability to demonstrate a comprehensive understanding of the WIR system and open-source code</li> <li>c) Experience with requirements, software configuration and release management.</li> <li>d) Experience with policy, technical, and operational discussions to better understand the priorities and related project management tasks.</li> <li>e) Experience leading and facilitating discussions related to project planning, milestones tracking and other project related implementation considerations.</li> <li>f) Experience establishing project milestones, work breakdown structures, resource requirements, and priorities for the assigned projects.</li> <li>g) Experience drafting document project objectives, goals, scope, approach, and potential costs tracking them to completion.</li> <li>h) Experience preparing high quality reports providing project progress including critical path items, decisions required, issues, risks and constraints.</li> </ul>

### 3.9.4 Labor Categories

- A. The Offeror shall propose Labor Categories as needed as identified in the **CATS + Master Contract Section 2.10**  
<http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016CATSPPlus2016RFP.pdf>
- B. Offerors shall submit a TO Financial Proposal Form (Attachment B) that provides labor rates for all labor categories for all Task Order years (initial term and any option periods). Actual resumes shall be provided only for Key Personnel as described in **Section 3.9.3**. Resumes for

resources provided later shall be coordinated by the TO Manager per the TO Technical Proposal and, if requested in a Work Order, shall be governed by the Work Order process.

### **3.9.5 Substitution of Education for Experience**

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

### **3.9.6 Substitution of Experience for Education**

- A. Substitution of experience for education may be permitted at the discretion of the State.
- B. Substitution of Professional Certificates for Experience:
- C. Professional certification (e.g., Microsoft Certified Solutions Expert, SQL Certified Database Administrator) may be substituted for up to two (2) years for general and specialized experience at the discretion of the State.

### **3.9.7 TO Contractor Personnel Maintain Certifications**

Any TO Contractor Personnel provided under this TORFP shall maintain in good standing any required professional certifications for the duration of the TO Agreement.

### **3.9.8 Work Hours**

- A. Business Hours Support: TO Contractor shall assign TO Contractor Personnel to support Normal State Business Hours (see definition in **Appendix 1**), Monday through Friday except for State holidays.
- B. Needs beyond the hours described in paragraph A may be defined in a Task Order.
- C. TO Contractor Personnel may also be required to provide occasional support outside of normal State Business Hours, including evenings, overnight, and weekends, to support specific efforts and emergencies, such as to resolve system repair or restoration. Hours performing activities would be billed on an actual time worked basis at the rates proposed.
- D. Scheduled non-Business Hours Support: Once personnel have demonstrated an understanding of the State infrastructure, they shall also be required to participate in a rotating emergency on-call schedule, providing non-Business Hours support. The TO Contractor shall provide system support for the normal hours of business operations. The TO Contractor shall provide on-call support 24 hours a day, 365 days a year to resolve critical and high system defects or to run selected jobs. The TO Contractor shall provide on-call, after the normal hours of business Production support between the hours of 6:00 pm to 7:00 am during the processing of daily, weekly, monthly, quarterly and annual jobs and to respond to critical and high-level system defects.
- E. State-Mandated Closings: TO Contractor Personnel shall be required to participate in any State-mandated closings. In this event, the TO Contractor shall be notified in writing by the TO Manager of these details.
- F. Minimum and Maximum Hours: Full-time TO Contractor Personnel shall work 40 hours per week with starting and ending times as approved by the TO Manager. A flexible work schedule may be used with TO Manager approval, including time to support any efforts outside core business hours. TO Contractor Personnel may also be requested to restrict the number of hours TO Contractor personnel can work within a given period of time that may result in less than an eight-hour day or less than a 40-hour work week. Per Section 2.3.12 A, the total maximum billable hours should not exceed 18,000 hours a year.

- G. Vacation Hours: Requests for leave shall be submitted to the TO Manager at least two weeks in advance. The TO Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.

### 3.10 Substitution of Personnel

#### 3.10.1 Directed Personnel Replacement

- A. The TO Manager may direct the TO Contractor to replace any TO Contractor Personnel who, in the sole discretion of the TO Manager, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law or State, Contract, or Task Order requirement.
- B. If deemed appropriate in the discretion of the TO Manager, the TO Manager shall give written notice of any TO Contractor Personnel performance issues to the TO Contractor, describing the problem and delineating the remediation requirement(s). The TO Contractor shall provide a written Remediation Plan within three (3) days of the date of the notice. If the TO Manager rejects the Remediation Plan, the TO Contractor shall revise and resubmit the plan to the TO Manager within five (5) days of the rejection, or in the timeframe set forth by the TO Manager in writing. Once a Remediation Plan has been accepted in writing by the TO Manager, the TO Contractor shall immediately implement the Remediation Plan.
- C. Should performance issues persist despite the approved Remediation Plan, the TO Manager shall give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the removal and replacement of the TO Contractor Personnel whose performance is at issue. A request for a new Remediation Plan shall follow the procedure described in **Section 3.10.1.B**.
- D. In circumstances of directed removal, the TO Contractor shall provide a suitable replacement for TO Manager approval within fifteen (15) days of the date of the notification of directed removal, or the actual removal, whichever occurs first, or such earlier time as directed by the TO Manager in the event of a removal on less than fifteen days' notice.
- E. Normally, a directed personnel replacement shall occur only after prior notification of problems with requested remediation, as described above. However, the TO Manager reserves the right to direct immediate personnel replacement without utilizing the remediation procedure described above.
- F. Replacement or substitution of TO Contractor Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Task Order or which otherwise may be available at law or in equity.

#### 3.10.2 Substitution Prior to and 30 Days After Task Order Execution

- A. Prior to Task Order Execution or within thirty (30) days after Task Order Execution, the Offeror may substitute proposed Key Personnel only under the following circumstances: vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an *Extraordinary Personnel Event*, or death of such personnel. To qualify for such substitution, the Offeror must describe to the State's satisfaction the event necessitating substitution and must demonstrate that the originally proposed personnel are actual full-time direct employees with the Offeror (subcontractors, temporary staff or 1099 contractors do not qualify). Proposed substitutions shall be of equal caliber or higher, in the State's sole discretion. Proposed substitutes deemed by the State to be less qualified than the originally

proposed individual may be grounds for pre-award disqualification or post-award termination.

- B. An *Extraordinary Personnel Event* – means Leave under the Family Medical Leave Act; an incapacitating injury or incapacitating illness; or other circumstances that in the sole discretion of the State warrant an extended leave of absence, such as extended jury duty or extended military service.

### 3.10.3 Substitution More Than 30 Days After Task Order Execution

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

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

## 3.11 Minority Business Enterprise (MBE) Reports

### 3.11.1 MBE PARTICIPATION REPORTS

State shall monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements.

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

- A. The TO Contractor shall submit the following reports by the 15th of each month to the State at the same time the invoice copy is sent:
- a. A Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment D-4A) listing any unpaid invoices, over 45 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made; and
- b. (If Applicable) An MBE Prime Contractor Report (Attachment D-4B) identifying an MBE prime's self-performing work to be counted towards the MBE participation goals.

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

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

## 3.12 Veteran Small Business Enterprise (VSBE) Reports

There is no VSBE Goal for this Task Order.

### 3.13 Work Orders (Additional Services/Resources)

- A. Additional services and resources shall be provided via a Work Order process. Work shall not begin in advance of a fully executed Work Order. A Work Order may be issued for time and materials (T&M) pricing. T&M Work Orders shall be issued in accordance with pre-approved Labor Categories with the fully loaded rates proposed in **Attachment B**/Table B the SOW for additional resources includes, but is not limited to:
1. Define and develop requirements for functional modifications.
  2. Code development.
  3. Test plan development.
  4. System testing.
  5. User acceptance testing.
  6. Implementation.
  7. Documentation.
- B. The TO Manager shall e-mail a Work Order Request (See sample at <http://doit.maryland.gov/contracts/Documents/CATSPPlus/CATS+WorkOrderSample.pdf>) to the TO Contractor to provide services or resources that are within the scope of this TORFP. The Work Order Request shall include:
- 1) Technical requirements and description of the service or resources needed
  - 2) Performance objectives and/or deliverables, as applicable
  - 3) Due date and time for submitting a response to the request, and
  - 4) Required place(s) where work must be performed
- C. The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
- 1) A response that details the TO Contractor's understanding of the work;
  - 2) A price to complete the Work Order Request using the format provided using the format provided (see online sample).
  - 3) A description of proposed resources required to perform the requested tasks, with labor categories listed in accordance with Attachment B.
  - 4) An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks.
  - 5) State-furnished information, work site, and/or access to equipment, facilities, or personnel
  - 6) The proposed personnel resources, including any subcontractor personnel, to complete the task.
- D. For a T&M Work Order, the TO Manager shall review the response and shall confirm the proposed labor rates are consistent with this TORFP. For a fixed price Work Order, the TO Manager shall review the response and shall 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 shall provide the Work Order to the TO Procurement Officer for a determination of compliance with the TO Agreement and a

determination whether a change order is appropriate. Written TO Procurement Officer approval is required before Work Order execution by the State.

- F. Proposed personnel on any type of Work Order shall be subject to State approval. The TO Contractor shall furnish resumes of proposed personnel specifying the labor category(ies) proposed. The TO Manager shall have the option to interview the proposed personnel and, in the event of an interview or not, shall notify the TO Contractor of acceptance or denial of the personnel.
- G. Performance of services under a Work Order shall commence consistent with an NTP DATE issued by the TO Manager for such Work Order.

### **3.14 Contract Management Oversight Activities**

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

### **3.15 No-Cost Extensions**

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

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## 4 TORFP Instructions

### 4.1 TO Pre-Proposal Conference

- 4.1.1 A TO pre-proposal conference (Conference) will be held at the date, time, and location indicated on the Key Information Summary Sheet.
- 4.1.2 Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their proposals.
- 4.1.3 Following the Conference, the attendance record and summary of the Conference will be distributed via e-mail to all Master Contractors known to have received a copy of this TORFP.
- 4.1.4 Attendees should bring a copy of the solicitation and a business card to help facilitate the sign-in process.
- 4.1.5 In order to assure adequate seating and other accommodations at the Conference, please e-mail the Pre-Proposal Conference Response Form (**Attachment A**) no later than the time and date indicated on the form. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please notify the TO Procurement Officer at least five (5) business days prior to the Conference date. The MDH will make a reasonable effort to provide such special accommodation.

### 4.2 Questions

- 4.2.1 All questions shall identify in the subject line the Solicitation Number and Title (#M00B9400203 - Maintenance and Enhancement of the Web-Based ImmuNet (Maryland Immunization Information System)) and shall be submitted in writing via e-mail to the TO Procurement Officer no later than the date and time specified the Key Information Summary Sheet.
- 4.2.2 Answers to all questions that are not clearly specific only to the requestor shall be provided to all Master Contractors who are known to have received a copy of the TORFP.
- 4.2.3 The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the State unless it issues an amendment in writing.

### 4.3 TO Proposal Due (Closing) Date and Time

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



- 4.3.5 TO Proposals may be modified or withdrawn by written notice received by the TO Procurement Officer before the time and date set forth in the Key Information Summary Sheet for receipt of TO Proposals.

#### 4.4 Award Basis

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

#### 4.5 Oral Presentation

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

4.5.2 Down-Select Procedure

In the event that more than ten (10) qualified TO Proposals are received, the TO Procurement Officer may elect to follow a down-select process as follows:

- A. A technical ranking shall be performed for all TO Proposals based on the resumes submitted. TO Proposals shall be ranked from highest to lowest for technical merit based on the quality of the resumes submitted and the extent to which the proposed individuals' qualifications align with the position needs as described in this TORFP.
- B. The top ten (10) TO Proposals identified by the technical ranking shall be invited to interviews. All other Offerors shall be notified of non-selection for this TORFP.

#### 4.6 Limitation of Liability

The TO Contractor's liability is limited in accordance with the Limitations of Liability section of the CATS+ Master Contract. TO Contractor's liability for this TORFP is limited to one (1) times the total TO Agreement amount.

#### 4.7 MBE Participation Goal

- 4.7.1 A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation at the time of TO Proposal submission (See **Attachment D** Minority Business Enterprise Forms). **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time of TO Proposal submission shall result in the State's rejection of the Master Contractor's TO Proposal.**
- 4.7.2 In 2014, Maryland adopted new regulations as part of its Minority Business Enterprise (MBE) program concerning MBE primes. Those new regulations, which became effective June 9, 2014 and are being applied to this task order, provide that when a certified MBE firm participates as a prime contractor on a contract, an agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own forces toward fulfilling up to fifty-percent (50%) of the MBE

participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract. Please see the attached MBE forms and instructions.

#### 4.8 VSBE Goal

There is no VSBE participation goal for this procurement.

#### 4.9 Living Wage Requirements

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

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

#### 4.10 Federal Funding Acknowledgement

- 4.10.1 There are programmatic conditions that apply to this TO Agreement due to federal funding (see **Attachment F**).
- 4.10.2 The total amount of federal funds allocated for the Prevention and Health Promotion Administration is \$215,179,235.00 in Maryland State fiscal year 2019. This represents 54% of all funds budgeted for the unit in that fiscal year. This does not necessarily represent the amount of funding available for any particular grant, contract, or solicitation.
- 4.10.3 The TO Agreement contains federal funds. The source of these federal funds is: CDC Federal Immunization Grant Funds. The CFDA number is: 93.268. The conditions that apply to all federal funds awarded by the State are contained in Federal Funds **Attachment F**. Any additional conditions that apply to this particular federally-funded contract are contained as supplements to Federal Funds **Attachment F** and Offerors are to complete and submit these Attachments with their TO Proposals as instructed in the Attachments. Acceptance of this agreement indicates the Offeror's intent to comply with all conditions, which are part of the TO Agreement.

#### 4.11 Conflict of Interest Affidavit and Disclosure

- 4.11.1 Offerors shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment G**) and submit it with their Proposals. All Offerors are advised that if a TO Agreement is awarded as a result of this solicitation, the TO Contractor's Personnel who perform or control work under this TO Agreement and each of the participating subcontractor personnel who perform or control work under this TO Agreement shall be required to complete agreements substantially similar to **Attachment G**, conflict of interest Affidavit and Disclosure.
- 4.11.2 If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject an Offeror's TO Proposal under COMAR 21.06.02.03B.
- 4.11.3 Master Contractors should be aware that the State Ethics Law, Md. Code Ann., General Provisions Article, Title 5, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

- 4.11.4 By submitting a Conflict of Interest Affidavit and Disclosure, the Offeror shall be construed as certifying all TO Contractor Personnel and Subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.

## 4.12 Non-Disclosure Agreement

### 4.12.1 Non-Disclosure Agreement (Offeror)

Certain system documentation may be available for potential Offerors to review at a reading room at the Center for Immunization's address as listed in the Key Information Summary Sheet. Offerors who review such documentation shall be required to sign a Non-Disclosure Agreement (Offeror) in the form of **Appendix 5**. Please contact the TO Procurement Officer to schedule an appointment.

### 4.12.2 Non-Disclosure Agreement (TO Contractor)

All Offerors are advised that this solicitation and any TO Agreement(s) are subject to the terms of the Non-Disclosure Agreement (NDA) contained in this solicitation as **Attachment H**. This Agreement must be provided within five (5) Business Days of notification of recommended award; however, to expedite processing, it is suggested that this document be completed and submitted with the TO Proposal.

## 4.13 HIPAA - Business Associate Agreement

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

### 4.13.2 COMPLIANCE WITH HIPAA AND STATE CONFIDENTIALITY LAW

- A. The TO Contractor acknowledges its duty to become familiar and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. §§ 1320d et seq., and implementing regulations including 45 C.F.R. Parts 160 and 164. The TO Contractor also agrees to comply with the Maryland Confidentiality of Medical Records Act (MCMRA), Md. Code Ann. Health-General §§ 4-301 et seq. This obligation includes:
- As necessary, adhering to the privacy and security requirements for protected health information and medical records under HIPAA and MCMRA and making the transmission of all electronic information compatible with the HIPAA requirements;
  - Providing training and information to Contractor Personnel regarding confidentiality obligations as to health and financial information and securing acknowledgement of these obligations from Contractor Personnel to be involved in the TO Agreement; and
  - Otherwise providing good information management practices regarding all health information and medical records.

- B. If in connection with the procurement or at any time during the term of the TO Agreement, the State determines that functions to be performed in accordance with the scope of work set forth in the solicitation constitute business associate functions as defined in HIPAA, the TO Contractor acknowledges its obligation to execute a business associate agreement as required by HIPAA regulations at 45 C.F.R. 164.501 and in the form required by the State.
- C. “Protected Health Information” as defined in the HIPAA regulations at 45 C.F.R. 160.103 and 164.501, means information transmitted as defined in the regulations, that is: individually identifiable; created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and related to the past, present, or future physical or mental health or condition of an individual, provision of healthcare to an individual, or past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

#### **4.14 Iranian Non-Investment**

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

#### **4.15 Mercury and Products That Contain Mercury**

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

#### **4.16 Location of the Performance of Services Disclosure**

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

#### **4.17 Department of Human Services (DHS) Hiring Agreement**

This solicitation does not require a DHS Hiring Agreement.

#### **4.18 Small Business Reserve (SBR) Set-Aside**

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

#### **4.19 Bonds**

This solicitation does not require bonds.

## 5 TO Proposal Format

### 5.1 Required Response

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

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

### 5.2 Two Part Submission

Offerors shall submit TO Proposals in separate volumes:

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

### 5.3 TO Proposal Packaging and Delivery

- 5.3.1 TO Proposals delivered by facsimile shall not be considered.
- 5.3.2 Provide no pricing information in the TO Technical Proposal. Provide no pricing information on the media submitted in the TO Technical Proposal.
- 5.3.3 Offerors may submit TO Proposals by hand or by mail as described below to the address provided in the Key Information Summary Sheet.
  - A. For U.S. Postal Service deliveries, any TO Proposal that has been received at the appropriate mailroom, or typical place of mail receipt, for the respective procuring unit by the time and date listed in the TORFP shall be deemed to be timely. If an Offeror chooses to use the U.S. Postal Service for delivery, the State recommends that it use Express Mail, Priority Mail, or Certified Mail only as these are the only forms for which both the date and time of receipt can be verified by the State. An Offeror using first class mail shall not be able to prove a timely delivery at the mailroom, and it could take several days for an item sent by first class mail to make its way by normal internal mail to the procuring unit.
  - B. Hand-delivery includes delivery by commercial carrier acting as agent for the Offeror. For any type of direct (non-mail) delivery, Offerors are advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery.
- 5.3.4 The TO Procurement Officer must receive all Technical and TO Financial Proposal material by the TORFP due date and time specified in the Key Information Summary Sheet. Requests for extension of this date or time shall not be granted. Except as provided in COMAR 21.05.03.02F, TO Proposals received by the TO Procurement Officer after the due date shall not be considered.
- 5.3.5 Two Part Submission: Offerors shall provide their TO Proposals in two separately sealed and labeled packages as follows:
  - A. TO Technical Proposal consisting of:

- a. One (1) original executed TO Technical Proposal and all supporting material marked and sealed,
  - b. Three (3) duplicate copies of the above separately marked and sealed,
  - c. an electronic version of the TO Technical Proposal in Microsoft Word format, version 2007 or greater, on a USB flash drive,
  - d. the TO Technical Proposal in searchable Adobe PDF format, and
  - e. a second searchable Adobe PDF copy of the TO Technical Proposal, redacted in accordance with confidential and/or proprietary information removed (see **Section 5.4.2.B**).
- B. TO Financial Proposal consisting of:
- a. One (1) original executed TO Financial Proposal and all supporting material marked and sealed,
  - b. Three (3) duplicate copies of the above separately marked and sealed,
  - c. an electronic version of the TO Financial Proposal in searchable Adobe PDF format, and Excel where applicable on a USB flash drive.
  - d. a second searchable Adobe pdf copy of the TO Financial Proposal, redacted in accordance with confidential and/or proprietary information removed (see **Section 5.4.2.B**).
- 5.3.6 Affix the following to the outside of each sealed TO Proposal. It is preferred, but not required, that the name, email address, and telephone number of a contact person for the Offeror be included on the outside of the packaging for each volume. Unless the resulting package shall be too unwieldy, the State's preference is for the separately sealed Technical and TO Financial Proposals to be submitted together in a single package to the TO Procurement Officer and including a label bearing:
- o TORFP title and number,
  - o Name and address of the Offeror, and
  - o Closing date and time for receipt of TO Proposals
- 5.3.7 Label each electronic media (USB flash drive) on the outside with the TORFP title and number, name of the Offeror, and volume number. Electronic media must be packaged with the original copy of the appropriate TO Proposal (Technical or Financial).

## 5.4 Volume I - TO Technical Proposal

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

- 5.4.1 In addition to the instructions below, responses in the Offeror's TO Technical Proposal shall reference the organization and numbering of Sections in the TORFP (e.g., "Section 2.2.1 Response . . . ; "Section 2.2.2 Response . . ."). All pages of both TO Proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page "x").
- 5.4.2 The TO Technical Proposal shall include the following documents and information in the order specified as follows:
  - A. Proposed Services:



- a. Executive Summary: A one-page summary describing the Offeror's understanding of the TORFP scope of work (**Sections 2-3**) and proposed solution.
- b. Proposed Solution: A more detailed description of the Offeror's understanding of the TORFP scope of work, proposed methodology and solution. The proposed solution shall be organized to exactly match the requirements outlined in Sections 2-3.
- c. Draft Work Breakdown Structure (WBS): A matrix or table that shows a breakdown of the tasks required to complete the requirements and deliverables in Sections 2-3. The WBS should reflect the chronology of tasks without assigning specific time frames or start / completion dates. The WBS may include tasks to be performed by the State or third parties, for example, independent quality assurance tasks. If the WBS appears as a deliverable in Sections 2-3, the deliverable version shall be a final version. Any subsequent versions shall be approved through a formal configuration or change management process.
- d. Draft Project or Work Schedule: A Gantt or similar chart containing tasks and estimated time frames for completing the requirements and deliverables in Sections 2-3. The final schedule should come later as a deliverable under the TO after the TO Contractor has had an opportunity to develop realistic estimates. The Project or Work Schedule may include tasks to be performed by the State or third parties.
- e. Draft Risk Assessment: Identification and prioritization of risks inherent in meeting the requirements in Section 3 - Scope of Work. Includes a description of strategies to mitigate risks. If the Risk Assessment appears as a deliverable in Sections 2-3, that version shall be a final version. Any subsequent versions should be approved through a formal configuration or change management process.
- f. Assumptions: A description of any assumptions formed by the Offeror in developing the TO Technical Proposal.
  - i. Tools the Master Contractor owns and proposes for use to meet any requirements in Sections 2-3.
  - ii. Implementation Schedule - Offeror shall provide the proposed implementation schedule with its TO Proposal.
  - iii. The Offeror shall include a deliverable description and schedule describing the proposed Deliverables as mapped to the State SDLC and the Deliverables table in Section 2.4.4. The schedule shall also detail proposed submission due date/frequency of each recommended Deliverable.
  - iv. The Offeror shall include an SLA in its TO Proposal as identified in Section 2.6.
- g. Non-Compete Clause Prohibition:

The State seeks to maximize the retention of personnel working under this Task Order whenever there is a transition of the Task Order from one contractor to another so as to minimize disruption due to a change in contractor and maximize the maintenance of institutional knowledge accumulated by such personnel. To help achieve this objective of staff retention, each Offeror shall agree that if awarded the Task Order, the Offeror's employees and agents filling the positions set forth in the staffing requirements of **Section 3.9** working on the State contract shall be free to work for the contractor awarded the State contract notwithstanding any non-compete clauses to which the employee(s) may be subject. The Offeror agrees not to enforce any non-compete restrictions against the State with regard to these employees and agents if a different contractor succeeds it in the performance of the Task Order. To evidence



compliance with this noncompete clause prohibition, each Offeror must include an affirmative statement in its TO Technical Proposal that the Offeror, if awarded a Task Order, agrees that its employees and agents shall not be restricted from working with or for any successor contractor that is awarded the State business.

C. Proposer Information Sheet and Transmittal Letter

The Offeror Information Sheet (see **Appendix 2**) and a Transmittal Letter shall accompany the TO Technical Proposal. The purpose of the Transmittal Letter is to transmit the TO Proposal and acknowledge the receipt of any addenda to this TORFP issued before the TO Proposal due date and time. Transmittal Letter should be brief, be signed by an individual who is authorized to commit the Offeror to its TO Proposal and the requirements as stated in this TORFP and contain acknowledgement of all addenda to this TORFP issued before the TO Proposal due date.

D. Qualifications Documentation

The Offeror shall complete the following table to demonstrate compliance with the Offeror Experience in **Section 3.8**.

Reference Section	Offeror Experience	Evidence of Compliance
3.8A	The TO Contractor must currently provide support and maintenance to at least one (1) Wisconsin Immunization Registry (WIR)-based state Immunization Information System (IIS) within the WIR consortium over the past one (1) year.	Offeror documents evidence of compliance here.
3.8B	<p>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:</p> <ul style="list-style-type: none"><li>i. Must possess experience with deploying at least five (5) new WIR-based modules and/or enhancements.</li><li>ii. 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.</li><li>iii. Must propose one (1) individual who is a certified Oracle RDBMS and Oracle Application Server (with WebLogic Suite) technician.</li></ul>	Offeror documents evidence of compliance here.

E. Proposed Personnel and TORFP Staffing

Offeror shall propose exactly four Key Personnel in response to this TORFP. Offeror shall:

- i. Identify the qualifications and types of staff proposed to be utilized under the Task Order. The Offeror shall describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities, including any staff of proposed subcontractor(s), as detailed in the Work Plan.
- ii. Complete and provide for each proposed resource **Appendix 4 – Labor Classification Personnel Resume Summary**.
- iii. Provide evidence proposed personnel possess the required certifications in accordance with **Section 3.9**.
- iv. Provide three (3) references per proposed Key Personnel containing the information listed in **Appendix 4**.
- v. Provide a Staffing Management Plan that demonstrates how the Offeror shall provide resources in addition to the personnel requested in this TORFP, and how the TO Contractor Personnel shall be managed. Include:
  - i. Planned team composition by role (**Important! Identify specific names and provide history only for the proposed resources required for evaluation of this TORFP**).
  - ii. Process and proposed lead time for locating and bringing on board resources that meet the Task Order needs.
  - iii. Description of approach for quickly substituting qualified personnel after start of the Task Order.
- vi. Provide the names and titles of the Offeror's management staff who shall supervise the personnel and quality of services rendered under this TO Agreement.

F. Subcontractors

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

G. Overall Offeror team organizational chart

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

H. Master Contractor and Subcontractor Experience and Capabilities

- i. Provide up to three examples of engagements or contracts the Master Contractor or Subcontractor, if applicable, has completed that were similar to the requested scope of work. Include contact information for each client organization complete with the following:
  - i. Name of organization.
  - ii. Point of contact name, title, e-mail and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
  - iii. Services provided as they relate to the scope of work.
  - iv. Start and end dates for each example engagement or contract.
  - v. Current Master Contractor team personnel who participated on the engagement.

- vi. If the Master Contractor is no longer providing the services, explain why not.
- ii. State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland.  
  
For each identified contract, the Master Contractor shall provide the following (if not already provided in sub paragraph A above):
  - i. Contract or task order name
  - ii. Name of organization.
  - iii. Point of contact name, title, e-mail, and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
  - iv. Start and end dates for each engagement or contract. If the Master Contractor is no longer providing the services, explain why not.
  - v. Dollar value of the contract.
  - vi. Indicate if the contract was terminated before the original expiration date.
  - vii. Indicate if any renewal options were not exercised.

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

**I. State Assistance**

Provide an estimate of expectation concerning participation by State personnel.

**J. 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 shall be required to make an independent determination regarding whether the information may be disclosed.

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

**K. Additional Submissions:**

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

## 5.5 Volume II – TO Financial Proposal

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

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## 6 Evaluation and Selection Process

The TO Contractor shall 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 State shall consider all information submitted in accordance with Section 5.

### 6.1 Evaluation Committee

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

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

### 6.2 TO Technical Proposal Evaluation Criteria

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

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

The State prefers an Offeror's response to work requirements in the TORFP that illustrates a comprehensive understanding of work requirements and mastery of the subject matter, including an explanation of how the work shall be performed and the Offeror's proposed Service Level Agreement. TO Proposals which include limited responses to work requirements such as "concur" or "shall comply" shall receive a lower ranking than those TO proposals that demonstrate an understanding of the work requirements and include plans to meet or exceed them.

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

The capability of the proposed Key Personnel and resources to perform the required tasks and produce the required deliverables in the TORFP **Sections 2-3**. Capability shall be determined from each proposed individual's resume, reference checks, and oral presentation (See **Section 4.5** Oral Presentation).

#### 6.2.3 Offeror Qualifications and Capabilities, including proposed subcontractors (See TORFP **Section 5.4.2.D, 5.4.2.E, and 5.4.2.F**)

#### 6.2.4 Demonstration of how the Master Contractor plans to staff the task order at the levels set forth in the TORFP and also for potential future resource requests.

### 6.3 TO Financial Proposal Evaluation Criteria

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

### 6.4 Selection Procedures

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

- A. TO Proposals shall be assessed throughout the evaluation process for compliance with the Offeror Experience listed in Section 3.8 of this TORFP, and quality of responses to **Section 5.3** TO

Technical Proposal. Failure to meet the Offeror Experience shall render a TO Proposal not reasonably susceptible for award. The TO Procurement Officer shall notify those Offerors who have not been selected to perform the work.

- B. TO Technical Proposals shall be evaluated for technical merit and ranked. Oral presentations and discussions may be held to assure full understanding of the State's requirements and of the qualified Offeror's proposals and abilities to perform, and to facilitate arrival at a TO Agreement that is most advantageous to the State.
- C. The Procurement Officer shall only open the TO Financial Proposals where the associated TO Technical Proposals have been classified as reasonably susceptible for award.
- D. After review of TO Financial Proposals, TO Financial Proposals for qualified Offerors shall be reviewed and ranked from lowest to highest price proposed.
- E. When in the best interest of the State, the TO Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO.
- F. The Procurement Officer shall make a determination recommending award of the TO to the responsible Offeror who has the TO Proposal determined to be the most advantageous to the State, considering price and the evaluation criteria set forth above. In making this selection, the TO Technical Proposal shall be given greater weight than the TO Financial Proposal.

All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

## **6.5 Documents Required upon Notice of Recommendation for Task Order Award**

Upon receipt of a Notification of Recommendation for Task Order award, the apparent awardee shall complete and furnish the documents and attestations as directed in Table 1 of **Section 7 – TORFP Attachments and Appendices**.

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

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

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

## 7 TORFP ATTACHMENTS AND APPENDICES

Applies?	When to Submit	Label	Attachment Name
N	Before TO Proposal	A	Pre-Proposal Conference Response Form
Y	With the Proposal	B	TO Financial Proposal Instructions and Form
N	n/a	C	RESERVED
Y	With Proposal	D	MBE Form D-1A
Y	10 Business Days after recommended award	D	MBE Forms D-1B, D-1C, D-2, D-3A, D-3B <b>Important:</b> Attachment D-1C, if a waiver has been requested, is also required within 10 days of recommended award.
Y	As directed in forms	D	MBE Forms D-4A, D-4B, D-5
Y	With TO Proposal	E	Maryland Living Wage Requirements for Service Task Orders and Affidavit of Agreement
Y	With TO Proposal	F	Federal Funds Attachments
Y	With TO Proposal	G	Conflict of Interest Affidavit and Disclosure
Y	5 Business Days after recommended award	H	Non-Disclosure Agreement (TO Contractor)
Y	5 Business Days after recommended award	I	HIPAA Business Associate Agreement
N	With TO Proposal	J	Mercury Affidavit
Y	With TO Proposal	K	Location of the Performance of Services Disclosure
Y	5 Business Days after recommended award	L	Task Order Agreement
Y	With Proposal	M	Certification Regarding Investment in Iran
<b>Appendices</b>			
Applies?	When to Submit	Label	Attachment Name
Y	n/a	1	Abbreviations and Definitions
Y	With TO Proposal	2	Offeror Information Sheet
Y	45 days after NTP DATE	3	Criminal Background Check Affidavit



Applies?	When to Submit	Label	Attachment Name
Y	With TO Proposal	4	Labor Classification Personnel Resume Summary
Y	Before TO Proposal, as directed in the TORFP.	5	Non-Disclosure Agreement (Offeror)
<b>Additional Submissions</b>			
Applies?	When to Submit	Label	Attachment Name
Y	n/a	6	Wisconsin Immunization Registry (WIR) Limited License Agreement (LLA)
Y	5 Business Days after recommended award	--	Evidence of meeting insurance requirements (see <b>Section 3.6</b> ); 1 copy

**Attachment A. TO Pre-Proposal Conference Response Form**

**Solicitation Number M00B9400203**

Maintenance and Enhancement of the Web-Based ImmuNet

A TO Pre-proposal conference will be held on Wednesday, December 19<sup>th</sup>, 2018 at 8:30 Am Local Time, at 201 W Preston St, Baltimore MD 21201 RM L-1

Please return this form by December 14<sup>th</sup>, 2018, advising whether or not you plan to attend. The completed form should be returned via e-mail or fax to the TO Contract Officer at the contact information below:

John Gullucci  
MDH  
E-mail: john.gullucci@maryland.gov  
Fax #: 410-333-5958

Please indicate:

\_\_\_\_\_ Yes, the following representatives will be in attendance.  
Attendees (Check the TORFP for limits to the number of attendees allowed):  
1.  
2.  
3.  
\_\_\_\_\_ No, we will not be in attendance.

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

Offeror: \_\_\_\_\_

*Offeror Name (please print or type)*

By: \_\_\_\_\_

*Signature/Seal*

Printed Name: \_\_\_\_\_

*Printed Name*

Title: \_\_\_\_\_

*Title*

Date: \_\_\_\_\_

*Date*

**Directions to the TO Pre-Proposal Conference**

**Attachment B. TO Financial Proposal Instructions & Form**

Attached as a separate Excel spreadsheet.

<b>Attachment C.      RESERVED</b>
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**Attachment D. Minority Business Enterprise (MBE) Forms**

**TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS**

**CATS+ TORFP # M00B9400203**

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

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

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

**INSTRUCTIONS**

**PLEASE READ BEFORE COMPLETING THIS DOCUMENT**

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

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

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

**SUBGOALS (IF APPLICABLE)**

**TOTAL AFRICAN AMERICAN MBE PARTICIPATION:** \_\_\_\_%

**TOTAL ASIAN AMERICAN MBE PARTICIPATION:** \_\_\_\_%

**TOTAL HISPANIC AMERICAN MBE PARTICIPATION:** \_\_\_\_%

**TOTAL WOMEN-OWNED MBE PARTICIPATION:** \_\_\_\_%

**OVERALL GOAL**

**TOTAL MBE PARTICIPATION (INCLUDE ALL CATEGORIES):** 2%



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

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

In connection with the Proposal submitted in response to Solicitation No. M00B9400203, I affirm the following:

**1. MBE Participation (PLEASE CHECK ONLY ONE)**

**(PLEASE CHECK ONLY ONE)**

- ☐ I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of 2% percent and, if specified in the solicitation, the following subgoals (complete for only those subgoals that apply):

\_\_\_\_\_ %for African American-owned MBE firms  
\_\_\_\_\_ % for Hispanic American-owned MBE firms  
\_\_\_\_\_ % for Asian American-owned MBE firms  
\_\_\_\_\_ % for Women-owned MBE firms

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

**OR**

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

**2. Additional MBE Documentation**

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

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

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

**3. Information Provided to MBE firms**

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

**4. MBE Participation Schedule**

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

<b>Prime Contractor:</b>	<b>Project Description:</b>	<b>PROJECT/CONTRACT</b>
Offeror Company Name, Street Address, Phone	Maintenance and Enhancement of the Web-based ImmuNet (Maryland Immunization Information System)	<b>NUMBER:</b> M00B9400203

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

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

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

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

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

(Continue on separate page if needed)

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

Offeror:

Offeror Name (please print or type)

By:

Signature of Authorized Representative

Printed Name:

Printed Name

Title:

Title

Date:

Date

Address:

Company Address

**SUBMIT THIS AFFIDAVIT WITH PROPOSAL**

## D-1B WAIVER GUIDANCE

### GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET MBE PARTICIPATION GOALS

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

#### I. Definitions

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

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

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

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

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

#### II. Types of Actions Agency shall Consider

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

##### A. Identify Proposal Items as Work for MBE Firms

1. Identified Items of Work in Procurements

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

2. Identified Items of Work by Offerors

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

**B. Identify MBE Firms to Solicit**

1. MBE Firms Identified in Procurements

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

2. MBE Firms Identified by Offerors

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

**C. Solicit MBEs**

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

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

2. “All” Identified Firms includes the MBEs listed in the procurement and any MBE Firms you identify as potentially available to perform the Identified Items of Work, but it does not include

MBE Firms who are no longer certified to perform the work as of the date the Offeror provides written solicitations.

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

**D. Negotiate with Interested MBE Firms**

Offerors must negotiate in good faith with interested MBE Firms.

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



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

#### **E. Assisting Interested MBE Firms**

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

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

### **III. Other Considerations**

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

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

#### IV. Documenting Good Faith Efforts

At a minimum, an Offeror seeking a waiver of the MBE Goal(s) or a portion thereof must provide written documentation of its Good Faith Efforts, in accordance with COMAR 21.11.03.11, within 10 business days after receiving notice that it is the apparent awardee. The written documentation shall include the following:

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

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

**B. Outreach/Solicitation/Negotiation**

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

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

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

**D. Other Documentation**

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

**D-1B - Exhibit A**  
**MBE Subcontractor Unavailability Certificate**

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

located at \_\_\_\_\_  
(Number) (Street)

\_\_\_\_\_  
(City) (State) (Zip)

was offered an opportunity to bid on Solicitation No. M00B9400203

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

\*\*\*\*\*

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\*\*\*\*\*

\_\_\_\_\_  
(Signature of Minority Firm's MBE  
Representative)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(MDOT Certification #)

\_\_\_\_\_  
(Telephone #)

\*\*\*\*\*

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

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

\_\_\_\_\_  
(Signature of Prime Contractor)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

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

PAGE \_\_ OF \_\_

Prime Contractor:	Project Description:	PROJECT/CONTRACT
Offeror Company Name, Street Address, Phone	Maintenance and Enhancement of the Web-based ImmuNet (Maryland Immunization Information System)	<b>NUMBER:</b> M00B9400203

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

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

Company:

Company Name (please print or type)

By:

Signature of Authorized Representative

Printed Name:

Printed Name

Title:

Title

Date:

Date

Address:

Company Address

Company Name

Signature of Representative

Address

Printed Name and Title

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Date

**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST**  
**PART 1 – IDENTIFIED ITEMS OF WORK OFFEROR MADE AVAILABLE TO MBE FIRMS**

PAGE \_\_ OF \_\_

<b>Prime Contractor:</b>	<b>Project Description:</b>	<b>PROJECT/CONTRACT</b>
Offeror Company Name, Street Address, Phone	Maintenance and Enhancement of the Web-based ImmuNet (Maryland Immunization Information System)	<b>NUMBER:</b> M00B9400203

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

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

☐ Please check if Additional Sheets are attached.

**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST**

**PART 2 – IDENTIFIED MBE FIRMS AND RECORD OF SOLICITATIONS**

PAGE \_\_ OF \_\_

Prime Contractor:	Project Description:	PROJECT/CONTRACT
Offeror Company Name, Street Address, Phone	Maintenance and Enhancement of the Web-based ImmuNet (Maryland Immunization Information System)	<b>NUMBER:</b> M00B9400203

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

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

☐ Please check if Additional Sheets are attached.



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

PAGE \_\_ OF \_\_

<b>Prime Contractor:</b>	<b>Project Description:</b>	<b>PROJECT/CONTRACT</b>
Offeror Company Name, Street Address, Phone	Maintenance and Enhancement of the Web-based ImmuNet (Maryland Immunization Information System)	<b>NUMBER:</b> M00B9400203

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

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

☐ Please check if Additional Sheets are attached.

**D- 2**  
**OUTREACH EFFORTS COMPLIANCE STATEMENT**

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

In conjunction with the Proposal submitted in response to Solicitation No. M00B9400203, I state the following:

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

---

---

---

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

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

---

---

---

4. **Please Check One:**

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

---

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---

5. **Please Check One:**

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

PLEASE PRINT OR TYPE

Company:

Company Name (please print or type)

By:

Signature of Authorized Representative

Printed Name:

Printed Name

Title:

Title

Date:

Date

Address:

Company Address

**D-3A**  
**MBE SUBCONTRACTOR PROJECT PARTICIPATION CERTIFICATION**

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

Provided that \_\_\_\_\_ (Prime Contractor's Name) is awarded the State contract in conjunction with Solicitation No. M00B9400203, such Prime Contractor intends to enter into a subcontract with \_\_\_\_\_ (Subcontractor's Name) committing to participation by the MBE firm \_\_\_\_\_ (MBE Name) with MDOT Certification Number \_\_\_\_\_ which shall receive at least \$\_\_\_\_\_ which equals to \_\_\_\_\_% of the Total Contract Amount for performing the following goods and services for the Contract:

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

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

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

Prime Contractor

Subcontractor

Company:

Company:

Company Name (please print or type)

Company Name (please print or type)

FEIN:

FEIN:

Federal Identification Number

Federal Identification Number

Phone Number:

Phone Number:

Phone Number

Phone Number

By:

By:

Signature of Authorized Representative

Signature of Authorized Representative

Date:

Date:

Date

Date

Printed Name:

Printed Name:

Printed Name

Printed Name

Title:

Title:

Printed Title

Title

Address:

Address:

Company Address

Address

**PRIME CONTRACTOR**

Signature of Representative:

Printed Name and Title: \_\_\_\_\_

Firm's Name: \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Date: \_\_\_\_\_

**SUBCONTRACTOR**

Signature of Representative:

Printed Name and Title: \_\_\_\_\_

Firm's Name: \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Date: \_\_\_\_\_

**D-3B**  
**MBE PRIME PROJECT PARTICIPATION CERTIFICATION**

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

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

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

**MBE Prime Contractor**

Company:

Company Name (please print or type)

FEIN:

Federal Identification Number

Address:

Company Address

Phone:

Phone

Printed Name:

Printed Name

Title:

Title

By:

Signature of Authorized Representative

Date:

Date



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

Report #:		Contract #: M00B9400203	
Reporting Period (Month/Year):		Contracting Unit: Maryland Department of Health	
<b>Prime Contractor: Report is due to the MBE Liaison by the 15th of the month following the month the services were provided.</b> <b>Note: Please number reports in sequence</b>		Contract Amount:	
		MBE Subcontract Amt:	
		Project Begin Date:	
		Project End Date:	
		Services Provided:	
Prime Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:	E-mail:	
MBE Subcontractor Name:		Contact Person:	
Phone:	FAX:	E-mail:	
Subcontractor Services Provided:			
<b>List all payments made to MBE subcontractor named above during this reporting period:</b>		<b>List dates and amounts of any outstanding invoices:</b>	
	<b>Invoice #</b>	<b>Amount</b>	
1.			1.
2.			2.
3.			3.
4.			4.
<b>Total Dollars Paid: \$</b>		<b>Total Dollars Unpaid: \$</b>	

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

Kurt Seetoo

TO Manager

201 West Preston Street Room 319,  
Baltimore, MD 21201

Address

kurt.seetoo@maryland.gov

Email

Signature (Required)

Maryland Department of Health

Contracting Unit

City, State Zip

410-767-6628

Phone Number

Date

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

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

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

Kurt Seetoo

Maryland Department of Health

TO Manager

Contracting Unit

201 West Preston Street Room 319,  
Baltimore, MD 21201

Address

City, State Zip

kurt.seetoo@maryland.gov

410-767-6628

Email

Phone Number

Signature (Required)

Date

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

Report #:			Contract #: M00B9400203		
Reporting Period (Month/Year):			Contracting Unit: Maryland Department of Health		
<b>Report is due by the 15th of the month following the month the services were performed.</b>			MBE Subcontract Amt:		
			Project Begin Date:		
			Project End Date:		
			Services Provided:		
MBE Subcontractor Name:					
MDOT Certification #:					
Contact Person:					
Address:					
City:			State:		ZIP:
Phone:		FAX:	E-mail:		
<b>Subcontractor Services Provided:</b>					
<b>List all payments received from Prime Contractor during reporting period indicated above.</b>			<b>List dates and amounts of any unpaid invoices over 30 days old.</b>		
	<b>Invoice Amount</b>	<b>Date</b>		<b>Invoice Amount</b>	<b>Date</b>
1.			1.		
2.			2.		
3.			3.		
4.			4.		
<b>Total Dollars Paid: \$</b>			<b>Total Dollars Unpaid: \$</b>		
Prime Contractor:			Contract Person:		

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

Kurt Seetoo

Maryland Department of Health

TO Manager

Contracting Unit

201 West Preston Street Room 319,  
Baltimore, MD 21201

Address

City, State Zip

kurt.seetoo@maryland.gov

410-767-6628

Email

Phone Number

Signature (Required)

Date

**Attachment E. Maryland Living Wage Affidavit of Agreement for  
Service Contracts**

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

comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.

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

**E-1 Maryland Living Wage Requirements Affidavit of Agreement**

Contract No. M00B9400203

Name of Contractor:

Address:

**If the Contract Is Exempt from the Living Wage Law**

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

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

**If the Contract Is a Living Wage Contract**

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

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

Name of Authorized Representative:

Signature of Authorized Representative : \_\_\_\_\_ Date: \_\_\_\_\_

Title:

Witness Name (Typed or Printed) \_\_\_\_\_

Witness Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SUBMIT THIS AFFIDAVIT WITH PROPOSAL**



## Attachment F. Federal Funds Attachments

### A Summary of Certain Federal Fund Requirements and Restrictions

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

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

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

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

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

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

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

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

no human subjects involved, or (2) an Institutional Review Board (IRB) has given its formal approval before human subjects are involved in research. [This is normally performed during the application process rather than after the award is made, as with other assurances and certifications.]

- I) In addition, there are conditions, requirements, and restrictions which apply only to specific sources of federal funding. These should be included in your grant/contract documents when applicable.

**F-1**  
**CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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

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

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

Award No. M00B9400203	Organizational Entry
Name and Title of Official Signing for Organizational Entry	Telephone No. Of Signing Official
Signature of Above Official	Date Signed

**F-2**  
**DISCLOSURE OF LOBBYING ACTIVITIES**

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

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

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

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

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

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

**F-3**

**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

---

Signature of Authorized Certifying Individual



**Attachment G. Conflict of Interest Affidavit and Disclosure**

**Reference COMAR 21.05.08.08**

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

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

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

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

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

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

Date: \_\_\_\_\_ By: \_\_\_\_\_

(Authorized Representative and Affiant)

**SUBMIT THIS AFFIDAVIT WITH Bid/PROPOSAL**

## Attachment H. Non-Disclosure Agreement (TO Contractor)

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

### RECITALS

**WHEREAS**, the TO Contractor has been awarded a contract (the “TO Agreement”) following the solicitation for Maintenance and Enhancement of the Web-Based ImmuNet (Maryland Immunization Information System) Solicitation # M00B9400203; and

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

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

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

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

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

TO Contractor:

MDH

By:

By:

(seal)

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

**H-3 NON-DISCLOSURE AGREEMENT**

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

I AFFIRM THAT:

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

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

DATE: \_\_\_\_\_

NAME OF TO CONTRACTOR: \_\_\_\_\_

BY: \_\_\_\_\_  
(Signature)

TITLE: \_\_\_\_\_  
(Authorized Representative and Affiant)

### H-3 ALTERNATE NON-DISCLOSURE AGREEMENT (FOR SAAS)

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

#### RECITALS

**WHEREAS**, the TO Contractor has been awarded a contract (the “TO Agreement”) following the solicitation for Maintenance and Enhancement of the Web-Based ImmuNet (Maryland Immunization Information System) Solicitation # M00B9400203; and

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

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

1. Regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such, Confidential Information means (1) any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement and (2) any and all personally identifiable information (PII) (including but not limited to personal information as defined in Md. Ann. Code, State Govt. § 10-1301(c)) and protected health information (PHI) as defined in 45 CFR 160.103 that is provided by a person or entity to the TO Contractor in connection with this TO Agreement. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who: (a) have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement, (b) to whom it has advised of the terms of this Agreement, and (c) who have agreed in writing to be bound by the terms of this Agreement. TO Contractor shall cause the TO Contractor’s Personnel to whom Confidential Information is disclosed to comply with the terms of this Agreement, and it shall be responsible for such compliance and fully liable for any failure to comply.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor’s performance of the TO Agreement or who shall otherwise have a role in performing any aspect of the TO Agreement, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. 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 State all Confidential Information in its care, custody, control or possession upon request of the State or on termination of the TO Agreement.
  7. A breach of this Agreement by the TO Contractor or by the TO Contractor's Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.
  8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and 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 costs.
  9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement, in no event less restrictive than as set forth in this Agreement, and the TO Contractor shall provide originals of such executed Agreements to the State.
  10. The parties further agree that:
    - a. This Agreement shall be governed by the laws of the State of Maryland;
    - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
    - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
    - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
    - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures;
    - f. The Recitals are not merely prefatory but are an integral part hereof; and
    - g. The effective date of this Agreement shall be the same as the effective date of the TO Agreement entered into by the parties.

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



TO Contractor: \_\_\_\_\_

DoIT

By: \_\_\_\_\_(SEAL)

By:

Printed Name: \_\_\_\_\_

Printed Name:

Title: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

Date:

## Attachment I. HIPAA Business Associate Agreement

### I-1 BUSINESS ASSOCIATE AGREEMENT

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

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

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

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

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

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

#### I. DEFINITIONS.

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

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

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

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

## **III. DUTIES OF BUSINESS ASSOCIATE RELATIVE TO PHI.**

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

If the use or disclosure amounts to a breach of unsecured PHI, the Business Associate shall ensure its report:

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

9. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s);
10. Business Associate agrees to make its internal practices, books, and records, including PHI, available to the Covered Entity and/or the Secretary for purposes of determining compliance with the HIPAA Rules.
11. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

#### **IV. TERM AND TERMINATION**

- A. Term. The Term of this Agreement shall be effective as of the effective date of the TO Agreement entered into following the solicitation for Maintenance and Enhancement of the Web-Based ImmuNet (Maryland Immunization Information System), Solicitation # M00B9400203, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, in accordance with the termination provisions in this Section IV, or on the date the Covered Entity terminates for cause as authorized in paragraph B of this Section, whichever is sooner. If it is impossible to return or destroy all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, Business Associate's obligations under this contract shall be ongoing with respect to that information, unless and until a separate written agreement regarding that information is entered into with Covered Entity.
- B. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall:
  1. Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, terminate this Agreement; or
  2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered entity determines or reasonably believes that cure is not possible.
- C. Effect of Termination.
  1. Upon termination of this Agreement, for any reason, Business Associate shall return or, if agreed to by Covered Entity, destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.
  2. Should Business Associate make an intentional or grossly negligent Breach of PHI in violation of this Agreement or HIPAA or an intentional or grossly negligent disclosure of information protected by the Maryland Confidentiality of Medical Records Act (MCMRA), Covered Entity shall have the right to immediately terminate any contract, other than this Agreement, then in force between the Parties, including the Underlying Agreement.
- D. Survival. The obligations of Business Associate under this Section shall survive the termination of this agreement.

#### **V. CONSIDERATION**

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

## **VI. REMEDIES IN EVENT OF BREACH**

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

## **VII. MODIFICATION; AMENDMENT**

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

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

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

## **IX. COMPLIANCE WITH STATE LAW**

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

## **X. MISCELLANEOUS**

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

**\*\*Insert the name and contact information of the HIPAA contact person within the Agency or appropriate covered health care entity\*\***

Name: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Phone: \_\_\_\_\_

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

Address: \_\_\_\_\_

Attention: \_\_\_\_\_

Phone: \_\_\_\_\_

- E. Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this contract shall survive termination or expiration of this Agreement and continue in full force and effect.
- F. Severability. If any term contained in this Agreement is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Agreement, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.
- G. Terms. All of the terms of this Agreement are contractual and not merely recitals and none may be amended or modified except by a writing executed by all parties hereto.
- H. Priority. This Agreement supersedes and renders null and void any and all prior written or oral undertakings or agreements between the parties regarding the subject matter hereof.

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

**COVERED ENTITY:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**BUSINESS ASSOCIATE:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



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

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

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

Description of the breach:

\_\_\_\_\_  
\_\_\_\_\_

Date of the breach: \_\_\_\_\_ Date of discovery of the breach: \_\_\_\_\_

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

Number of individuals affected by the breach: \_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

Contact information to ask questions or learn additional information:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
E-mail Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

<b>Attachment J.      Mercury Affidavit</b>
---

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

**Attachment K. Location of the Performance of Services Disclosure**

(submit with Proposal)

Pursuant to Md. Ann. Code, State Finance and Procurement Article, § 12-111, and in conjunction with the Proposal submitted in response to Solicitation No. M00B9400203, the following disclosures are hereby made:

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

\_\_\_ have plans

\_\_\_ have no plans

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

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

a. Location(s) services shall be performed:

---

---

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

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

Date: \_\_\_\_\_

Offeror Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Attachment L. Task Order**

CATS+ TORFP#M00B9400203 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, Maryland Department of Health (MDH or the “State”).

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
  - a. “Agency” means Maryland Department of Health, as identified in the CATS+ TORFP # M00B9400203.
  - b. “CATS+ TORFP” means the Task Order Request for Proposals # M00B9400203, dated MONTH DAY, YEAR, including any addenda and amendments.
  - c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor.
  - d. “TO Procurement Officer” means Dana Dembrow. The State may change the TO Procurement Officer at any time by written notice.
  - e. “TO Agreement” means this signed TO Agreement between MDH and TO Contractor.
  - f. “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_.
  - g. “TO Manager” means Kurt Seetoo. The State may change the TO Manager at any time by written notice to the TO Contractor.
  - h. “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
  - i. “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
  - j. “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work
  - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
  - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 3 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:

The TO Agreement,

Exhibit A – CATS+ TORFP

Exhibit B – TO Technical Proposal

Exhibit C – TO Financial Proposal

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

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the term of this TO Agreement shall commence as of the "Effective Date" and expire on \_\_\_\_\_. At the sole option of the State, this TO Agreement may be extended for one (1) one-year year option period for a total TO Agreement period ending on \_\_\_\_\_.

4. Consideration and Payment

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

4.2 Payments to the TO Contractor shall be made as outlined Section 3 of the CATS+ TORFP, but no later than thirty (30) days after the State's receipt of a proper invoice for services provided by the TO Contractor, acceptance by the State 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 State TO Manager unless otherwise specified herein.

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

SIGNATURES ON NEXT PAGE

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

TO Contractor Name

\_\_\_\_\_

By: Type or Print TO Contractor POC

\_\_\_\_\_

Date

Witness: \_\_\_\_\_

STATE OF MARYLAND, MDH

\_\_\_\_\_

By: Dana Dembrow, TO Procurement Officer

\_\_\_\_\_

Date

Witness: \_\_\_\_\_

Approved for form and legal sufficiency this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_

Assistant Attorney General

**Attachment M. Certification Regarding Investments in Iran**

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

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

- A. Providing goods or services of at least \$20 million in the energy sector of Iran; or
- B. For financial institutions, extending credit of at least \$20 million to another person for at least 45 days if the person is on the Investment Activities In Iran list and shall 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](http://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: \_\_\_\_\_



## Appendix 1. Abbreviations and Definitions

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

- A. Application Program Interface (API) - Code that allows two software programs to communicate with each other
- B. Acceptable Use Policy (AUP) - A written policy documenting constraints and practices that a user must agree to in order to access a private network or the Internet
- C. Access - The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any information system resource
- D. Business Day(s) – The official Business Days of the week to include Monday through Friday. Official Business Days excluding State Holidays (see definition of “Normal State Business Hours” below).
- E. COMAR – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
- F. Data Breach – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data
- G. Maryland Department of Health or (MDH or the “State”)
- H. Effective Date - The date of mutual TO Agreement execution by the parties
- I. Enterprise License Agreement (ELA) – An agreement to license the entire population of an entity (employees, on-site contractors, off-site contractors) accessing a software or service for a specified period of time for a specified value.
- J. Information System – A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
- K. Information Technology (IT) – All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services
- L. Key Personnel – All TO Contractor Personnel identified in the solicitation as such that are essential to the work being performed under the Task Order. See TORFP **Section 3.9**.
- M. Local Time – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- N. Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- O. Normal State Business Hours - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) – keyword: State Holidays.
- P. Notice to Proceed (NTP) – A written notice from the TO Procurement Officer that work under the Task Order, project or Work Order (as applicable) is to begin as of a specified date. The NTP Date is the start date of work under the Task Order, project or Work Order. Additional NTPs may be issued by either the TO Procurement Officer or the TO Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- Q. NTP Date – The date specified in a NTP for work on Task Order, project or Work Order to begin.
- R. Offeror – A Master Contractor that submits a Proposal in response to this TORFP.
- S. Personally Identifiable Information (PII) – Any information about an individual maintained by the State, including (1) any information that can be used to distinguish or trace an individual identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

- T. Production environment - the environment that includes all of the ImmuNet application, systems, and supporting systems infrastructure that ImmuNet end users access on an operational basis to complete business processes.
- U. Protected Health Information (PHI) – Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- V. Security Incident – A violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies, or standard security practices. “Imminent threat of violation” is a situation in which the organization has a factual basis for believing that a specific incident is about to occur.
- W. Security or Security Measures – The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data
- X. Sensitive Data - Means PII;PHI; other proprietary or confidential data as defined by the State, including but not limited to “personal information” under Md. Code Ann., Commercial Law § 14-3501(d) and Md. Code Ann., St. Govt. § 10-1301(c) and information not subject to disclosure under the Public Information Act, Title 4 of the General Provisions Article; and .information about an individual that (1) can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information
- Y. Service Level Agreement (SLA) - Commitment by the TO Contractor to the State that defines the performance standards the TO Contractor is obligated to meet.
- Z. SLA Activation Date - The date on which SLA charges commence under this Task Order, which may include, but to, the date of (a) completion of Transition in, (b) a delivery, or (c) releases of work
- AA. Software - The object code version of computer programs licensed pursuant to this TO Agreement. Embedded code, firmware, internal code, microcode, and any other term referring to software that is necessary for proper operation is included in this definition of Software. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections. Software also includes any upgrades, updates, bug fixes or modified versions or backup copies of the Software licensed to the State by TO Contractor or an authorized distributor.
- BB. State – The State of Maryland.
- CC. Source Code – Executable instructions for Software in its high level, human readable form which are in turn interpreted, parsed and/or compiled to be executed as part of a computing system.
- DD. Task Order (TO) – The scope of work described in this TORFP.
- EE. TO Agreement - The contract awarded to the successful Offeror pursuant to this Task Order Request for Proposals, the form of which is attached to this TORFP as **Attachment M**.
- FF. TO Contractor Personnel - Employees and agents and subcontractor employees and agents performing work at the direction of the TO Contractor under the terms of the Task Order awarded from this TORFP.
- GG. TO Proposal – As appropriate, either or both of an Offeror’s TO Technical or TO Financial Proposal.
- HH. Technical Safeguards – The technology and the policy and procedures for its use that protect State Data and control access to it.
- II. Total Proposal Price - The Offeror’s total proposed price for services in response to this solicitation, included in the TO Financial Proposal with **Attachment B – TO Financial Proposal Form**, and used in the financial evaluation of Proposals (see TORFP **Section 5.5**).

- JJ. Upgrade - A new release of any component of the Solution containing major new features, functionality and/or performance improvements.
- KK. Veteran-owned Small Business Enterprise (VSBE) – A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
- LL. Work Order– A subset of work authorized by the TO Manager performed under the general scope of this TORFP, which is defined in advance of TO Contractor fulfillment, and which may not require a TO Agreement modification. Except as otherwise provided, any reference to the Task Order shall be deemed to include reference to a Work Order.

## Appendix 2. Offeror Information Sheet

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

### Appendix 3. 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 Maryland Transportation Authority with a summary of the security clearance results for all of the candidates that shall be working on Task Order MICROSOFT DYNAMICS SL SOFTWARE TECHNICAL AND USER SUPPORT M00B9400203 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

#### Appendix 4. Labor Classification Personnel Resume Summary

Proposed Key Personnel:		Master Contractor:		CATS+ Labor Category:	
Education:  (Insert the education requirements for the proposed labor category from Section 2.10 of the CATS+ RFP)	Institution/Address:			Degree or Certification:	Year Completed:
				Field of Study:	
Generalized Experience:  (Insert the generalized experience description for the proposed labor category from Section 2.10 of the CATS+ RFP)	Start	End	Company/Job Title	Relevant Work Experience	
Specialized Experience:  (Insert the specialized experience description for the proposed labor category from Section 2.10 of the CATS+ RFP)	Start	End	Company/Job Title	Relevant Work Experience	
TORFP Additional Requirements:	Start	End	Company/Job Title	Relevant Work Experience	

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

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

Reference Name	Job Title or Position	Organization Name	Telephone / Email

Master Contractor Representative:

Proposed Personnel:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## Appendix 5. Non-Disclosure Agreement (Offeror)

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

OFFEROR warrants and represents that it intends to submit a TO Technical Proposal in response to TORFP # M00B9400203 for Maintenance and Enhancement of the Web-Based ImmuNet (Maryland Immunization Information System). In order for the OFFEROR to submit a TO Technical Proposal, it shall be necessary for the State to provide the OFFEROR with access to certain confidential information related to the TORFP. 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 shall not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received, except in connection with the preparation of its TO Technical Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Dana Dembrow, MDH on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative, and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding five (5) years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual

employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

Offeror: \_\_\_\_\_

By: \_\_\_\_\_

*Signature/Seal*

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

## Appendix 6. Wisconsin Immunization Registry (WIR) Limited License Agreement (LLA)

### Wisconsin Immunization Registry - WIR LIMITED LICENSE AGREEMENT

This limited license ("License") is hereby granted by the State of Wisconsin, Department of Health Services, Division of Public Health, Immunization Program ("Licensor") to the \*\*\*\*\* ("Licensee").

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

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

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

NOW THEREFORE, Licensee agrees as follows:

#### 1. Definitions

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

#### 2. License

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

#### 3. Proprietary Rights

- 3.1 Licensee acknowledges and agrees that the intellectual property rights in the Licensed Materials are and shall remain the property of Licensor, and nothing in this agreement should be construed as transferring any aspects of such rights to Licensee or any third party.
- 3.2 Licensee agrees to credit and acknowledge Licensor for the design and development of the WIR and the issuance of this License to Licensee. Accreditation of Licensor shall be contained in all publications pertaining to Licensee's use of the Licensed Materials.
- 3.3 Except as provided herein, the Software shall be and remain the sole property of Licensor, and Licensee shall have no rights or interest therein, except as described in this Agreement.
- 3.4 Modifications made to, and derivative works created from, the Software by the Licensee or its authorized contractor or designated entity shall be the exclusive property of the Licensee, and the Licensor shall have no right, title, claim or interest whatsoever in such modifications and derivative works.
- 3.5 Licensor acknowledges that Licensee intends to apply for federal funds in connection with modifications to the Software, and that one condition of the funding may be to grant the United States a license to the modifications.

#### **4. Restrictions**

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

#### **5. Modifications**

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

items. The WIR Project Manager shall be Licensor's point of contact for discussions on any such joint ventures.

## **6. Warranty**

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

## **7. License Action**

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

## **8. Term and Termination**

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

**9. Amendment**

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

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

**MARYLAND DEPARTMENT OF HEALTH AND MENTAL HYGIENE (DHMH),  
INFECTIOUS DISEASE EPIDEMIOLOGY AND OUTBREAK RESPONSE BUREAU  
(DEORB), CENTER FOR IMMUNIZATION:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_