



Consulting and Technical Services+ (CATS+)

Task Order Request for Proposals (TORFP)

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

**CATS+ TORFP # M00B4400295**

OPASS # 14-13757

Maryland WIC Program  
Prevention and Health Promotion Administration  
Department of Health and Mental Hygiene (DHMH)

ISSUE DATE: January 31, 2014

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## KEY INFORMATION SUMMARY SHEET

This CATS+ TORFP is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS+ Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Master Contractors choosing not to submit a proposal must submit a Master Contractor Feedback form. The form is accessible via, your CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS+ RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments.

<b>TORFP Title:</b>	WIC on the Web (WOW) System Support
<b>Functional Area:</b>	Web and Internet Systems (FA2)
<b>TORFP Issue Date:</b>	01/31/2014
<b>Closing Date and Time:</b>	03/16/2014 at 02:00PM
<b>Questions Due Date and Time:</b>	02/10/14 12:00 PM
<b>TORFP Requesting Agency:</b>	Department of Health and Mental Hygiene (DHMH) Prevention and Health Promotion Administration Maryland WIC Program 201 West Preston Street Baltimore, Maryland 21201
<b>Send Questions and Proposals to:</b>	Michael Howard Michael.howard@maryland.gov
<b>TO Procurement Officer:</b>	Michael Howard, Deputy Director of Procurement Office Phone Number: 410-767-5816 Office FAX Number: 410-333-5958
<b>TO Manager:</b>	Deborah L. Morgan, Deputy Director, Maryland WIC Program Office Phone Number: 410-767-5658 Office FAX Number: 410-333-5683 E-Mail: Debbie.morgan@maryland.gov
<b>TO Project Number:</b>	M00B4400295 / OPASS # 14-13757
<b>TO Type:</b>	a) <u>Firm Fixed Price</u> for production and backup facilities services under Section 2.4.2.6 and 2.4.5 and services provided for system enhancements under Section 2.4.2.5; and (b) <u>Time and Materials</u> for system maintenance, help desk services, work orders and all other TORFP Base Period Requirements under section 2.4 not listed above.
<b>Period of Performance:</b>	NTP - 12/31/2018
<b>MBE Goal:</b>	25% with sub-goals for Women-owned of 8%, African American-owned of 7%, and Hispanic American-owned of 2%.
<b>Small Business Reserve (SBR):</b>	No
<b>Primary Place of Performance:</b>	201 W. Preston Street, Baltimore, MD 21201
<b>TO Pre-proposal Conference:</b>	Department of Health and Mental Hygiene (DHMH) 201 W. Preston Street, Baltimore, MD 21201 02/13/14 at 1:00PM See Attachment 6 for directions.

# **SECTION 1 - ADMINISTRATIVE INFORMATION**

## **1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT**

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

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

## **1.2 TO AGREEMENT**

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

## **1.3 TO PROPOSAL SUBMISSIONS**

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. The TO Proposal is to be submitted via e-mail, not to exceed 10 MB, as two (2) attachments in PDF format. The "subject" line in the e-mail submission shall state the CATS + TORFP #M00B4400295. The first file shall be the TO Technical Proposal for this TORFP titled, "CATS+ TORFP #M00B4400295 Technical". The second file shall be the TO Financial Proposal for this CATS+ TORFP titled, "CATS+ TORFP #M00B4400295 Financial". Both Proposals shall include the TORFP documents indicated below with required signatures clearly visible:

Technical Proposal shall include:

- TORFP Attachment 2 – MBE Forms D-1 and D-2
- TORFP Attachment 4 – Conflict of Interest and Disclosure Affidavit
- TORFP Attachment 5 – Labor Classification Personnel Resume Summary
- TORFP Attachment 13 – Living Wage Affidavit of Agreement
- TORFP Attachment 16 – Minimum Qualifications Verification Form
- TORFP Attachment 17 – Certification Regarding Investments In Iran

Financial Proposal shall include:

- TORFP Attachment 1.1 – Price Proposal -Time and Materials
- TORFP Attachment 1.2 – Price Proposal - Fixed Price

## **1.4 PRE-PROPOSAL CONFERENCE, TO QUESTIONS & PROPOSAL SUBMISSIONS**

A pre-proposal conference will be held on February 13, 2014 beginning at 1:00PM Eastern Time, in Room 100, 201 W. Preston Street, Baltimore, MD 21201. Attendance at the pre-proposal conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals. Attendees should bring a copy of the TORFP and a business card to help facilitate the sign-in process. Photo identification is required for entrance to the building.

Questions from prospective Offerors shall be e-mailed to the individual identified on the Key Information Summary Sheet prior to the pre-proposal conference. No substantive questions will be answered prior to the pre-proposal conference. Questions, both oral and written will also be accepted during the pre-proposal

conference. If possible and appropriate, these questions will be answered at the pre-proposal conference. Questions will also be accepted subsequent to the pre-proposal conference but no later than as noted on the Key Information Summary Sheet. The official answers to all questions received within the timeframe above will be e-mailed to all Master Contractors who are known to have received a copy of the TORFP.

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

## **1.5 ORAL PRESENTATIONS/INTERVIEWS**

All Master Contractors and proposed staff will be required to make an oral presentation to State representatives. Significant representations made by a Master Contractor during the oral presentation shall be submitted in writing. All such representations will become part of the Master Contractor's proposal and are binding, if the Contract is awarded. The TO Procurement Officer will notify Master Contractor of the time and place of oral presentations.

## **1.6 MINORITY BUSINESS ENTERPRISE (MBE)**

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

## **1.7 CONFLICT OF INTEREST**

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

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

## **1.8 NON-DISCLOSURE AGREEMENT**

### **1.8.1 NON-DISCLOSURE AGREEMENT (OFFEROR)**

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

### **1.8.2 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)**

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

## **1.9 LIMITATION OF LIABILITY CEILING**

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

## **1.10 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES**

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

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

## **1.11 LIVING WAGE**

The Master Contractor shall abide by the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. An Affidavit of Agreement shall be submitted as part of the Master Contract Agreement in accordance with the CATS+ Master Contract.

A proposal submitted by an Offeror shall be accompanied by a completed Living Wage Affidavit of Agreement. See Attachment 13 for a copy of the Living Wage Affidavit of Agreement.

## **1.12 IRANIAN NON-INVESTMENT**

A proposal submitted by an Offeror shall be accompanied by a completed Certification Regarding Investments in Iran. A copy of this Certification is included as Attachment 17 of this TORFP.

## **1.13 CHANGE ORDERS**

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

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## SECTION 2 - SCOPE OF WORK

### 2.1 PURPOSE

The Maryland WIC Program is issuing this CATS+ TORFP to obtain a TO Contractor to support, maintain and enhance the management information system, WOW, for the Maryland, US Virgin Islands (USVI), and Delaware (DE) WIC Programs. The TO Contractor selected for this TORFP shall also be responsible for system support and enhancement of the USVI WOW and the DE WOW systems.

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

The TO Contractor shall propose a team of exactly three key resources to support the WOW system. Additional team roles shall be described in a Staffing Plan and may be added, up to a maximum of 10 resources, as part of the Work Order process after award (See Section 2.15).

### 2.2 REQUESTING AGENCY BACKGROUND

The WIC Program is a federally funded program that provides healthy supplemental foods and nutrition counseling for pregnant women, new mothers, infants, and children under age five. The WIC Program is not an entitlement program. Applicant screening for eligibility is complex and managed through the WOW system. Those found eligible receive nutrition education and food benefits for each month of eligibility. Participants receive three to six checks per month, depending upon the food package, for redemption by authorized WIC vendors. The program has an extraordinary 40-year record of preventing children's health problems and improving their long-term health, growth, and development. WIC serves over 9 million women, infants and children through over 10,000 clinics nationwide. For more information, visit the USDA/Food and Nutrition Service (FNS)/WIC website at: <http://www.fns.usda.gov/wic/>.

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

In 2006, at the request of the USDA, Maryland WIC signed a Memorandum of Understanding with the US Virgin Islands WIC program to transfer and host the USVI WOW system. In 2010, Maryland WIC signed a Memorandum of Understanding with the Delaware (DE) WIC program to transfer and host the DE WOW system. These systems are mirror images of the Maryland WOW system using the same operating code, but may function slightly different based on which state the user is assigned to. They are accessed through separate URLs but the application and database reside on Maryland WIC servers.

The Maryland WIC Program screens applicants and provides services in 85 clinic sites throughout State of Maryland. Each clinic includes a computer for each WIC staff member (approximately 500 statewide) and 1 report and 1 check printer (MICR) per clinic. Staff access WOW via the Internet using State network connections (e.g. T1 lines), with smaller and/or remote sites using cable modem and DSL connections where the State network is not available. Some clinics use laptops for satellite clinics or for use in non-dedicated office space, but still access WOW via the Internet. All of the clinic equipment (computers, printers, and network connections) are supplied and maintained by the Maryland WIC Program's internal Help Desk staff.

Maryland WIC serves approximately 145,000 women, infants, and children, issues 500,000 checks per month,



and has approximately 880 authorized vendors who accept and redeem checks each month. Maryland WIC also authorizes Farmers' Markets to accept and redeem checks issued for authorized fruit and vegetables checks. Approximately 250 farmers participate in the program at this time.

The USVI WIC Program has seven clinics located throughout the islands of St. Thomas, St. Croix and St. John. They have 22 staff members, serve an average 5,000 participants, and issue approximately 24,000 checks per month that are redeemable at 12 authorized vendor locations.

The Delaware WIC Program has 11 clinics located throughout the State of Delaware. They have 65 staff members, serve an average of 20,300 participants, and issue approximately 80,000 checks per month that are redeemable at 90 authorized vendor locations.

Both Maryland and USVI have banking contractors who are sent check issuance information on a daily basis. The WOW system also receives check processing information daily for Maryland and the USVI which is used for financial reporting to the State and USDA. Delaware does not send check issuance information to their bank, and receives a monthly processing file. All three programs are in the process of transitioning benefit issuance from a paper, check based system to an electronic benefit issuance system referred to as electronic benefits transfer (EBT). The WOW system shall interface real time, in the future, with the EBT processor for each state.

All three programs have rebate contractors for infant formula. The WOW system creates rebate invoices and tracks payments received. Maryland and Delaware WIC also have rebate contractors for infant cereal.

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

### **2.2.1 WOW OVERVIEW**

WOW is an advanced web-based WIC information system which takes advantage of modern web-based technology by using a centralized database and an intuitive user interface developed in Microsoft Visual Basic.NET with an Oracle 11g database behind it. The web-based front-end allows the system to be used by authorized WIC staff from any computer with internet access. The web-based back-end allows Maryland, Delaware and US Virgin Islands' WIC staff to manage vendor activities and reconcile financial information with the program's banking contractor and the USDA.

### **2.2.2 WOW MODULES**

The WOW system is comprised of the following integrated modules:

#### **2.2.2.1 CLINIC MODULE**

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

#### **2.2.2.2 ADMINISTRATION MODULE**

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

### **2.2.2.3 VENDOR MODULE**

Approximately 70 screens and 80 reports used by the Vendor unit at the State office to track all vendor activities including the application process, training, price monitoring, monitoring activities, compliance cases, sanctions, disqualifications and peer group average pricing for food benefits.

### **2.2.2.4 NUTRITION MODULE**

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

### **2.2.2.5 FINANCE MODULE**

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

### **2.2.2.6 TRAINING MODULE**

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

### **2.2.2.7 END-OF-DAY MODULE**

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

### **2.2.2.8 EXTERNAL VENDOR PORTALS**

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

### **2.2.2.9 EXTERNAL CLIENT PORTAL**

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

### **2.2.2.10 DATA WAREHOUSE**

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

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

The DWH design supports analysis on trends of these statistics over time, as well as relationships between dimensions (such as correlation to risk) or relationships between metrics (such as

correlation to height-weight (body mass index)). The DWH resides in a separate schema on the WOW database servers and is accessible to limited users (currently around 10 users).

#### **2.2.2.11 SHAREPOINT SITE**

A SharePoint site is utilized by designated Maryland, US Virgin Islands and Delaware WOW users. The site contains a common area for all states to manage common WOW system documents, schedules and timelines for upcoming releases, and the change ideas and problem tracking system, user documentation, announcements, contact information, and user group agenda and minutes. In addition, the site has state specific areas for documents and instructions specific to each state.

### **2.2.3 WOW ARCHITECTURE**

The Maryland, Delaware and US Virgin Islands WOW is based around a centralized Oracle 11g database running on a Windows 2003 Server operating system on HP C7000 Blade servers connected to an HP EVA4400 SAN Array. There are four major components that access the WOW database: the front-end, the back-end, the end-of-day process, and the external interfaces.

#### **2.2.3.1 THE FRONT-END**

The front-end refers to the Clinic, Administration, Training and External Vendor and Client portals containing the screens and reports that are used in the WIC clinics and local agencies (note this differs slightly from the conventional definition of “front-end” which refers to all user interfaces). For WOW, the front-end does not include the Finance, Vendor, and Nutrition modules, or Data Warehouse used only at the state offices.

The front-end screens are developed and maintained using Microsoft Visual Basic.NET and JavaScript with additional 3rd party components (i.e. Infragistics Grid). The front-end operates on an n-tier architecture. The client tier currently supports Internet Explorer version 7.0 to 9.0 running on desktop and laptop computers using Microsoft Windows 7. The front-end uses Secure Socket Layer (SSL) protocol via HTTPS over telecommunications lines (T-1, DSL and cable modems) to connect to the web server. The web server employs an ACE 4710 Web Accelerator server to improve network performance. The web server communicates with the WOW system through firewalls to application and business servers running Microsoft.NET components and Oracle 11g database servers.

#### **2.2.3.2 THE BACK-END**

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

#### **2.2.3.3 THE END-OF-DAY PROCESS**

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

#### **2.2.3.4 EXTERNAL INTERFACES**

The external interfaces include all of the actions that require the transference of data between the central WIC database and external agencies, such as the USDA. The Interfaces table in Section 2.2.3.6 lists the WOW interface requirements. The most critical of the external interfaces is with the bank and EBT processors to send and receive information about food benefits.

### 2.2.3.5 OPERATING ENVIRONMENT

WOW is a web-based application running on a centralized database housed at Baltimore Technology Park (BTP), 1401 Russell Street, Baltimore, MD 21230. (NOTE: Baltimore Technology Park was recently acquired by Cequel Data Centers and has been renamed TierPoint Baltimore.) The system configuration is separated into three tiers: database, application and client.

### 2.2.3.6 WOW SYSTEM COMPONENTS, HARDWARE AND SOFTWARE

#### **WOW PRODUCTION SYSTEM**

##### **Database Tier – Maryland, Delaware & US Virgin Islands**

Component	Hardware	Software
1 Storage Area Network (SAN)	HP EVA4400 SAN Array Cisco MDS 9124 SAN Switches	HP EVA 4400 XCS Controller Software HP Command View Software Suite
2 Database Servers	HP C7000 Blade Server chassis: (2x HP Proliant BL460c G6)	Microsoft Windows 2003 Enterprise Edition SP2 Oracle 11g

##### **Application - Presentation Tier – Maryland, Delaware & US Virgin Islands**

Component	Hardware	Software
2 Application Servers	HP C7000 Blade Server chassis: (2x HP Proliant BL460c G6)	Microsoft Windows Server 2003 Standard Edition Service Pack 2
1 Web Accelerator	Cisco ACE content Accelerator	Current Build 6.4

##### **Business Logic Tier – Maryland, Delaware and US Virgin Islands**

Component	Hardware	Software
2 BIZ Servers	HP C7000 Blade Server chassis: (2x HP Proliant BL460c G6)	Microsoft Windows Server 2003 Enterprise Edition Service Pack 2
2 Report Servers	HP C7000 Blade Server chassis: (2x HP Proliant BL460c G6)	Microsoft Windows Server 2003 Standard Edition Service Pack 2
1 SharePoint Server	HP C7000 Blade Server chassis: (1x HP Proliant BL460c G6)	Microsoft Windows Server 2008 R2 Enterprise Edition Service Pack 1

### **BTP NETWORK INFRASTRUCTURE**

<b>System</b>	<b>QTY</b>	<b>Hardware</b>	<b>Software</b>
Third Party Router Interface	1	Cisco 2921 w/3 GE,4EHWIC	Ver 15.1
Content Accelerator	2	ACE 4710	Ver A4.(2.0)
Firewall	2	ASA 5520 - SW, HA, 4GE+1FE	Version 8.0(5)
Authentication	2	RSA SecurID Appliance 130	RSA Ver 3.0
Cisco switch Outside connectivity	1	WS-C2960G-48TC-L	V-12.2(55)SE5
Cisco switch Inside Connectivity	1	WS-C2960G-48TC-L	V-12.2(55)SE5

### **BTP Infrastructure and Backup Tier – Delaware, Maryland and US Virgin Islands**

<b>Component</b>	<b>Hardware</b>	<b>Software</b>
2 Domain Controllers	HP Proliant DL360e G8 Servers	Microsoft Windows Server 2008 Standard Edition
Oracle DataGuard Server	HP Proliant DL380 G6 Server	Microsoft Windows Server 2003 Enterprise Edition
Backup / Archive Oracle	HP RDX1000 USB3.0 External Disk Backup System (B7B69A) w/ External Docking Station	n/a
Backup Server	HP C7000 Blade Server chassis: (1x HP Proliant BL460c G6)	Microsoft Windows Server 2008 R2 Enterprise Symantec Backup Exec 2012 Symantec EndPoint Protection 12.1
Tape Drive	HP C7000 Blade Server chassis: (1x HP StorageWorks Storage Blade sb3000c)	n/a

### **Client – Delaware, Maryland and US Virgin Islands**

<b>Component / Maryland</b>	<b>Hardware</b>	<b>Software</b>
Desktop computers	Dell OptiPlex GX755, 760,780,790, 7010	MS Windows XP Professional Windows 7 Microsoft Word 2007, 2010 Acrobat Reader v10.0

Notebook computers	Dell Latitude E5500, E5510, E6520 Dell Latitude D800 Series	MS Windows XP Professional, Windows7 Microsoft Word 2007, MS Word 2010 Acrobat Reader Pro v10
Check Printers	Source Tech 9325, 9530, 9630 MICR printer	n/a
Report Printers	Source Tech 9325, 9630 printer	n/a
Mini Printers	Source Tech ST9512, ST9612, ST9712	n/a
Signature Pads	Topaz systems	n/a
Scanners	Xerox Travel model 100 & 150	n/a

<b>Component / Delaware</b>	<b>Hardware</b>	<b>Software</b>
Desktop computers	Dell OptiPlex 745, 755, 780	Windows 7 Microsoft Office 2010 Adobe Acrobat Reader XI IE 9
Tablet PCs	Dell Latitude ST Tablet	Windows 7 Professional Microsoft Office 2010 Adobe Acrobat Reader XI IE 9
Check Printers	TROY Secure MIRC 4250, 602TN	n/a
Report Printers	HP LaserJet 2500N, P3015X, P4015X	n/a
Signature Pads	Topaz Gem 4X3 HSB SE	n/a
Scanners	Cannon Image Formula DR-C125	n/a

<b>Component / US Virgin Islands</b>	<b>Hardware</b>	<b>Software</b>
Desktop computers	Dell OptiPlex GX745	MS Windows XP Professional Microsoft Word 2007 Acrobat Reader
Check Printers	Source tech ST9510, ST9612	n/a
Report Printer	Lexmark Pro 250, 260	n/a
Cisco Routers	2821 series	Cisco IOS 11.x

Cisco Routers	2600 series	Cisco IOS 12.4
Cisco Switches	2950 series	Cisco IOS 12.1

**WOW TEST / TRAINING SYSTEM**  
**Maryland, Delaware and US Virgin Islands**

<b>System</b>	<b>Hardware</b>	<b>Software</b>
TRAINING (BTP)	1x HP Proliant DL380 G4 Server	Microsoft Windows Server 2003 Enterprise Edition Service Pack 2
TEST-DB (BTP)	1x HP Proliant DL385p G8	Microsoft Windows Server 2008 Standard Service Pack 1

**WOW DEVELOPMENT SYSTEM**

<b>System</b>	<b>Hardware</b>	<b>Software</b>
ETRANDB (STATE)	1x DELL PowerEdge 2950	Microsoft Windows Server 2003 Enterprise Edition Service Pack 2

**WOW BACKUP SYSTEM**

**Combined Maryland, Delaware and US Virgin Islands**

<b>System</b>	<b>Hardware</b>	<b>Software</b>
Hot Backup System – NERDS	CISCO 4710	
Domain Server	1x HP DL360 Gen8	Windows 2008 (64 Bit)
Application Server	1x HP DL380 Gen8	Windows 2008
Business Server	1x HP DL380 Gen8	Windows 2008 (64 Bit)
Report Server	1x HP DL380 Gen8	Windows 2008
Database Server	1x HP DL380 Gen8	Windows 2008 (64 Bit)

**US Virgin Islands Standalone Backup System**

<b>System</b>	<b>Hardware</b>	<b>Software</b>
St. Thomas Database Server	HP Proliant ML370 G4	Microsoft Server 2003 Ent. Ed. R2
St. Thomas Application	HP Proliant ML370 G4	Microsoft Server 2003 Ent. Ed. R2

St. Croix Database Server	HP Proliant ML370 G4	Microsoft Server 2003 Ent. Ed. R2
St. Croix Application	HP Proliant ML370 G4	Microsoft Server 2003 Ent. Ed. R2

### **HELP DESK SYSTEMS**

<b>System</b>	<b>Hardware</b>	<b>Software</b>
Storage Area Network (SAN)	HP Lefthand P4300 SAN Array HP Procurve 2910al-24G iSCSI Switches	HP P4000 Centralized Management and Cluster Software
VMware vCenter	HP C3000 Blade Server chassis: (1x HP Proliant BL460c G7)	VMware vCenter Server 5
VMware vSphere Cluster	HP C3000 Blade Server chassis: (4x HP Proliant BL460c G7)	VMware ESXi 5
<u>Help Desk Systems</u> Magic Application and SQL Server (Magic-DB)	Virtual Machine (WIC-Cluster-01)	Microsoft Windows 2008 R2 Enterprise Service Pack 1 Microsoft SQL Server 2008 R2 Enterprise
QUICK Application	Virtual Machine (WIC-Cluster-01)	Microsoft Windows 2008 R2 Enterprise Service Pack 1 QUICK
File Server	Virtual Machine (WIC-Cluster-01)	Microsoft Windows 2003 Enterprise Service Pack 1
Data Mining Database Server	Virtual Machine (WIC-Cluster-01)	Microsoft Windows 2008 R2 Enterprise Service Pack 1 Microsoft SQL Server 2008 R2 Enterprise
Domain Controller	Virtual Machine (WIC-Cluster-01)	Microsoft Windows Server 2008 R2 Enterprise Service Pack 1
Domain Controller	HP C3000 Blade Server chassis: (1x HP Proliant BL460c G7)	Microsoft Windows Server 2008 R2 Enterprise Service Pack 1
Backup Server	HP C3000 Blade Server chassis: (1x HP Proliant BL460c G7)	Microsoft Windows Server 2008 R2 Enterprise Service Pack 1 HP StoreVirtual Centralized Management Console



		Symantec Backup Exec 2012
Tape Drive	HP C3000 Blade Server chassis: (1x HP StorageWorks Storage Blade sb3000c)	n/a

## **INTERFACES**

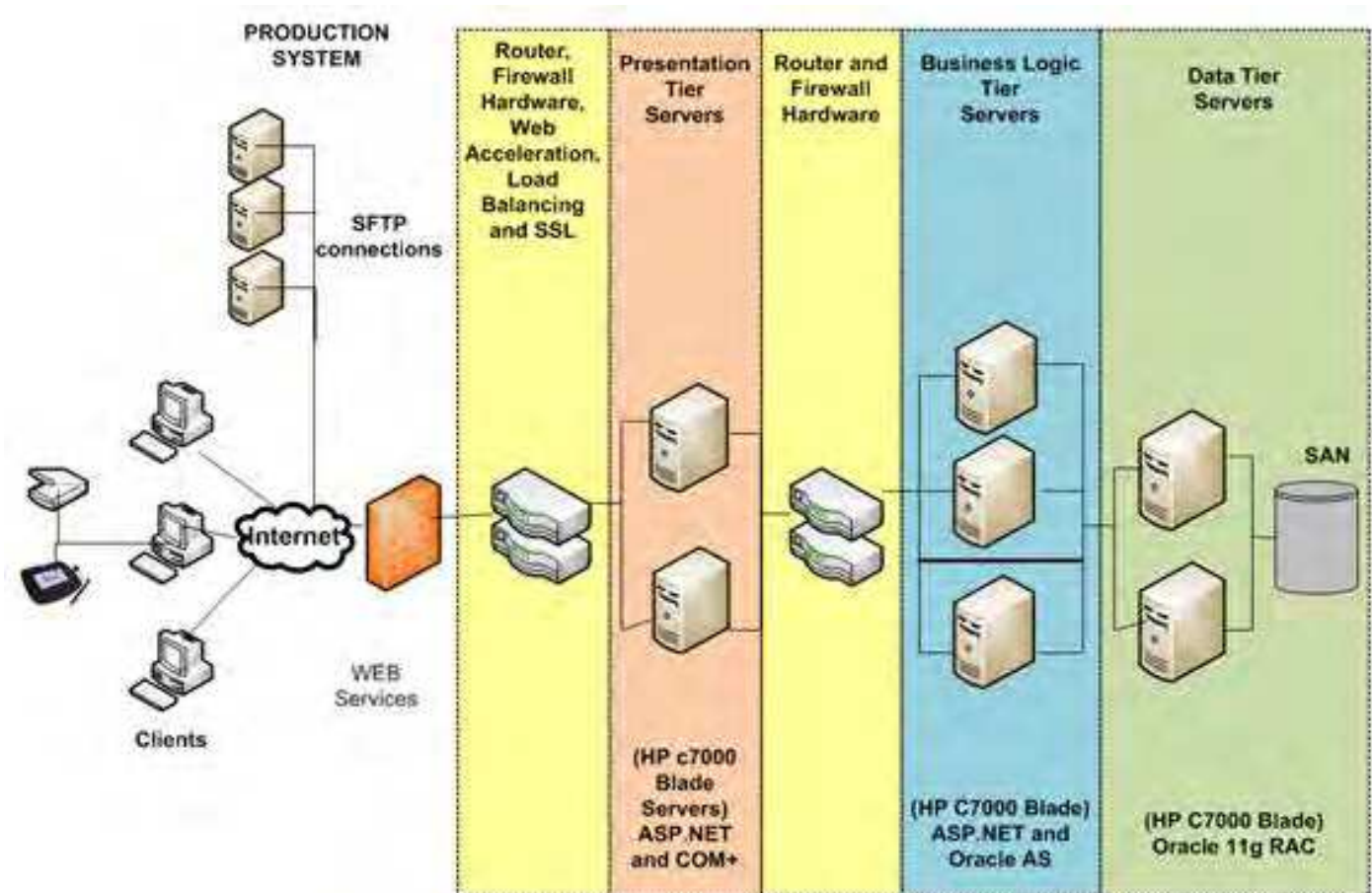
### **Maryland, Delaware and US Virgin Islands**

<b>Agency</b>	<b>WIC WOW Sends</b>	<b>WIC WOW Receives</b>
Banks (currently Solutran for Maryland, Banco Popular for US Virgin Islands, PNC for Delaware)	Food instrument issuance data, peer group average and vendor files (nightly and monthly via secure FTP)	Food instrument issuance and redemption information (nightly and monthly via secure FTP)
EBT Processors (currently JP Morgan for DE, unknown at this time for Maryland and US Virgin Islands)	Real-time interface for food benefit issuance via web service	Food benefit redemption information nightly via batch file. (transmission method)
Abbott Nutritionals, Mead Johnson, Nestle	Rebate data file with information about infant formula rebates (monthly via secure FTP)	n/a
Community Action Program (CAP) of Lancaster County	Special formula orders to be send to participants and clinics (at 15 minute intervals via secure FTP)	Daily file showing what was shipped and payment requested for previous day (daily via secure FTP)
Delaware Immunizations Program (DelVax System)	WIC participant enrollment data (daily via secure FTP)	Immunization status for WIC participants (real-time via HL7 web service provided by the DelVax system)
Delaware Master Client Index (MCI), facilitates coordination of services to DE residents across Human Service Programs	WIC participant demographic information (real-time via SOAP web services provided by MCI System)	Participant demographic information (real-time via SOAP web services provided by MCI System)
Delaware Lead Tracking System	n/a	Lead screening information on WIC participants (weekly via secure FTP)
US Virgin Islands on-line Nutrition Education	n/a	Verification of completion of on-line nutrition education courses (real-time via secure FTP site)
MARO/USDA/FNS	Various reports (via hardcopy); biennial Participant Characteristics data file, annual The	n/a

	Integrity Profile (TIP) file.	
Appointment Reminder System Contractors (MD-One Call Now; DE-Gold Systems)	Participants appointment information (daily via secure FTP)	n/a
MD DHMH / GIS	Subsets of data for geocoding as needed	n/a
WIC Programs in Other States (Sent to Pennsylvania WIC)	Caseload data for dual participant identification (in XML format via FTP)	Caseload data for dual participant identification (in PDF format via FTP)

#### 2.2.4 WOW NETWORK DIAGRAM

The WOW system is an n-tier application comprised of three different sets of servers. Each server subsystem performs a separate computational role. WOW's multi-layer architecture is based around the use of a user interface layer, business service layer, and database service layer. All user requests are directed into the user interface. Depending on the nature of the request, service may be summoned to either the business service, which would then make a data request to the database service layer, or if the business service layer is not required, a request can be made directly to the database service layer. The database services interface a centralized Oracle11g database running on the Windows 2003 Server operating system on HP C7000 Blade servers connected to an HP EVA4400 SAN Array.

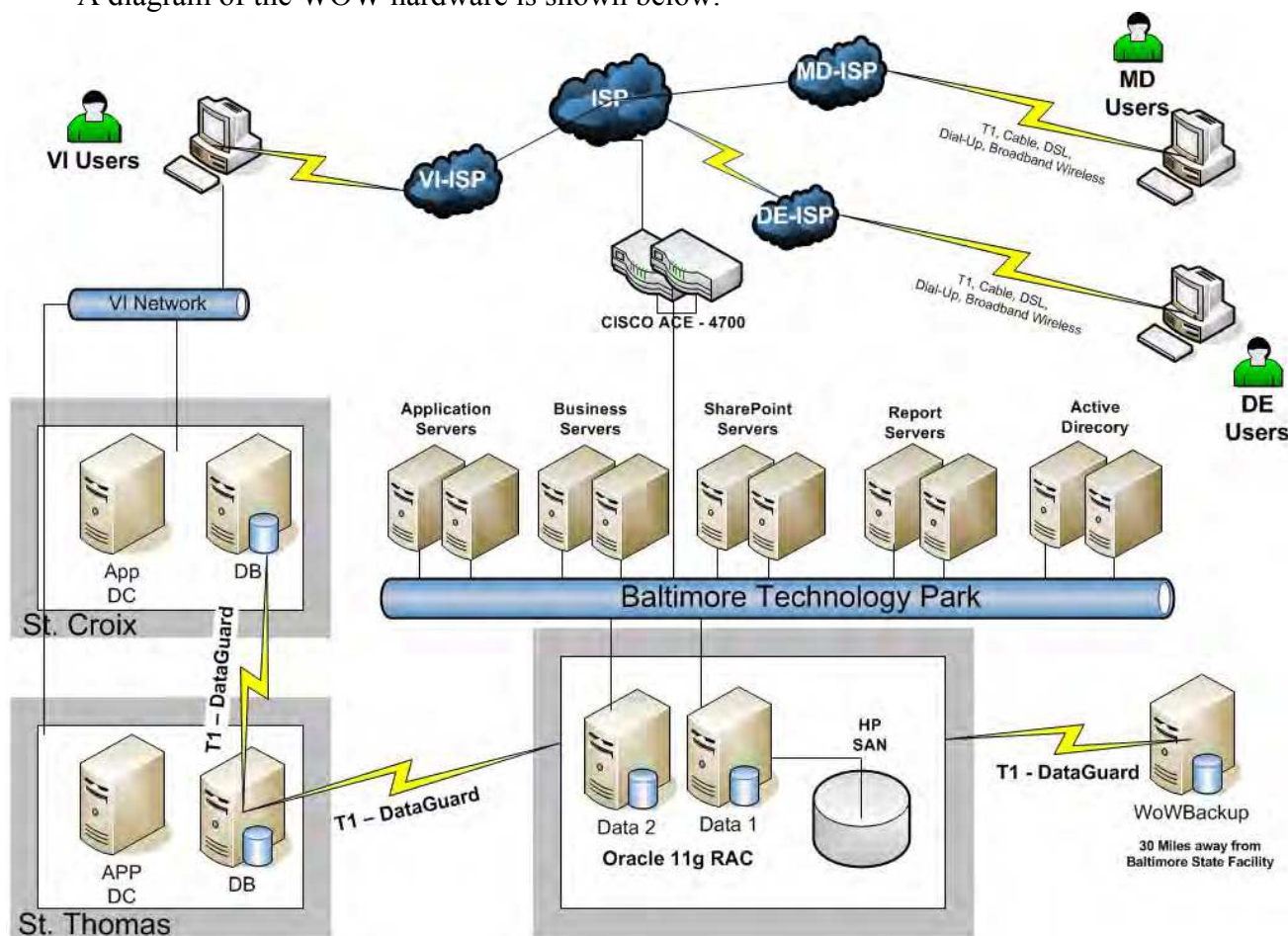


## 2.2.5 WOW HARDWARE DIAGRAM

The WOW production environment is configured to be highly available. In the event of production system failure or unavailability, a hot-backup facility is maintained to provide an alternate operational system. Oracle DataGuard is used to maintain the database at the backup facility. The facility is connected to the Production System Facility by use of a T1 connection supplied by and paid for by the State. Maryland, Delaware, and USVI all have their own WOW applications hosted on the same production hardware. The backup facility supports the Maryland, Delaware and US Virgin Islands WOW systems.

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

A diagram of the WOW hardware is shown below.



## 2.3 ROLES AND RESPONSIBILITIES

### 2.3.1 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.

### **2.3.2 TO MANAGER**

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

### **2.3.3 TO CONTRACTOR**

The TO Contractor performs day-to-day management of the project and manages work performed by TO Contractor personnel and serves as the point of contact for the State TO Manager to ensure the project is on schedule and all deliverables are acceptable.

### **2.3.4 STAKEHOLDERS**

The stakeholders of this TORFP are the USDA and staff of the state offices and local agencies of the Maryland, US Virgin Islands and Delaware WIC Programs.

### **2.3.5 TO CONTRACTOR MANAGER**

TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolve any issues that may arise pertaining to the TO contractor support personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.

The TO Contractor will provide invoices as specified under Section 2.9 Invoicing. The TO Contractor is responsible for making payments to the TO Contractor personnel.

## **2.4 REQUIREMENTS**

**The following are required of the TO Contractor:**

### **2.4.1 FUNCTIONAL / BUSINESS REQUIREMENTS**

<b>ID #</b>	<b>Functional / Business Requirements</b>	<b>Associated Deliverable ID # From Section 2.5.2 Below (If Applicable)</b>
2.4.1.1	Federal Policies and Reporting Procedures	2.5.2.1
2.4.1.2	WIC System Interfaces and Standard Reports	2.5.2.1
2.4.1.3	State WIC Local Agency Policies and Procedures	2.5.2.1
2.4.1.4	Work Place Policies, Procedures and Coverage	2.5.2.1
2.4.1.5	Use of State Hardware, Software, Facilities and Materials	2.5.2.1
2.4.1.6	TO Contractor Hardware, Software, Facilities and Materials	2.5.2.1
2.4.1.7	Travel Reimbursement	2.5.2.1
2.4.1.8	Security and Confidentiality of Data	2.5.2.1
2.4.1.9	Format of Electronic Files	2.5.2.5
2.4.1.10	TO Contractor Timesheet Maintenance	2.5.2.9
2.4.1.11	TO Contractor Staffing	2.5.2.3
2.4.1.12	USDA Sovereign Authority	None

#### **2.4.1.1 Federal Policies and Reporting Procedures**

- The TO Contractor shall be responsible for being familiar with federal rules, regulations policies and standards that govern the WIC program.
- The TO Contractor shall use this knowledge to assist in researching, recommending and providing system modifications that adhere to the rules, regulations, policies and standards

set forth in the following:

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

- Certification
- Nutrition Education, Health Surveillance and Referrals
- Food Benefit Issuance
- Food Benefit Redemption, Settlement, and Reconciliation
- Financial Management
- Caseload Management
- Operations Management
- Vendor Management
- Scheduling
- System Administration
- Reporting

**2.4.1.1.2** Current and future WIC Regulations requirements published by the Federal Register in the Code of Federal Regulations, 7 C.F.R. Part 246-Special Supplemental Nutrition Program for Women, Infants and Children:

(<http://www.fns.usda.gov/wic/lawsandregulations/WICRegulations-7CFR246.pdf>)

**2.4.1.1.3** Financial computations and federally mandated reports, including:

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

#### **2.4.1.2 WIC System interfaces and standard reports**

The TO Contractor shall support the following WIC System interfaces:

- USDA Participant Characteristic and TIP Studies data
- Nightly FTP interface and import/export of files with the WIC bank and EBT processors
- Multi-state Dual Participation web interface
- Automated appointment reminder calling systems
- Automated internal state data sharing systems (Delaware DelVax, MCI and Lead Systems)
- Rebate data files with authorized rebate Contractors
- Current and future WIC EBT policies, practices and standards as they relate to WIC information system requirements:  
([http://www.fns.usda.gov/apd/library/wic\\_ebt\\_docs.htm](http://www.fns.usda.gov/apd/library/wic_ebt_docs.htm)).

#### **2.4.1.3 State WIC Local Agency Policies and Procedures**

In addition to the Federal Policies and procedures referenced above, the Maryland, US Virgin Islands and Delaware WIC programs have their own set of policies and procedures that local agencies are required to follow in the provision of services to WIC participants, including guidance for participant certifications, vendor authorizations, and reporting. A copy of these policies and

procedures will be available for review upon request. The TO Contractor shall be responsible for being familiar with Local Agency Policy and Procedure Manuals and researching, recommending and providing system modifications that adhere to the rules, regulations, policies and standards set forth therein.

#### **2.4.1.3 Work Place Policies, Procedures and Coverage**

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

##### **2.4.1.3.1 Maryland DHMH Policies:**

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

Maryland WIC Program Office Policies dated 3/2011 and any future revisions

**2.4.1.3.2** The TO Contractor on-site support staff at DHMH, located at 201 W Preston St., Baltimore, Maryland, shall work a standard work week consistent with DHMH employees as stated in the Maryland WIC Program Office Policies.

**2.4.1.3.3** The TO Contractor staff may be required to work after normal business hours and during weekends and holidays to perform system maintenance activities without disrupting normal system operation. Some of these conditions may require State staff to be on-site with TO Contractor staff.

**2.4.1.3.4** The TO Contractor staff shall notify the TO Manager at least one week in advance when they will be absent (e.g., for vacation, off-site meeting, training, etc.); reasonable accommodations will be made for such occurrences.

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

**2.4.1.3.6** The TO Contractor support technician shall report to the TO Manager or designee and will be assigned tasks and participate in unit activities.

**2.4.1.3.7** Copies of the policies and procedures referenced above are available for review upon appointment. They can be viewed in the reading room referenced in Section 1.9.

#### **2.4.1.4 Use of State Hardware, Software, Materials and Facilities**

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

**2.4.1.4.1** The TO Contractor shall host the State's equipment (except the hot backup equipment) at Baltimore Technology Park, 1401 Russell Street, Baltimore, MD 21230

(or future site to be determined at a later date) and is only accessible to staff authorized by the Maryland WIC Program.

**2.4.1.4.2** At the DHMH building at 201 West Preston Street, Baltimore, MD, or at another location as designated by DHMH, a reasonable level of the following items will be provided to the TO Contractor's personnel:

- Office space;
- Meeting facilities for project related deliverables;
- Office furniture (desk and chair);
- Office supplies;
- Use of telephone and fax equipment;
- Access to/use of photocopier(s) and printer(s);
- Access to/use of personal computer with e-mail and Internet services;
- Network user logons, e-mail accounts, network share drive access, and VPN tokens for remote network access are available; and
- Employee Identification Cards allowing access to 201 West Preston Street.

**2.4.1.5 TO Contractor Hardware, Software, Facilities and Materials**

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

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

**2.4.1.6 Travel Reimbursement**

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

Travel outside of Maryland may be necessary to investigate problems or maintain or install equipment located in other locations (e.g., the US Virgin Islands). The State will reimburse the TO Contractor for actual airfare and living expenses for travel to the USVI, upon submission of supporting receipts and in accordance with the following reimbursement policies:

- All travel to the USVI shall be expressly approved in advance by the TO Manager to be eligible for reimbursement.
- Travel shall be conducted at a minimum cost for achieving success of the mission.
- Travel time in route to and from the destination may be billed by the TO Contractor.
- Air travel reservations shall be made as far in advance as possible and shall utilize the lowest logical airfare based on acceptable times. When reserving airfare, travel delays of not more than two hours that result in lower cost airfare shall be used when



available. Travel in business class or first class is not allowable unless documented evidence clearly indicates the travel is in the best interest of the State.

- Hotel accommodations shall be made in accordance with the maximum lodging rates found in Attachment 14. Taxes paid on hotel accommodations made at, or below, the maximum lodging rate will be reimbursed as a separate expense.
- Rental car use is subject to approval by the State, and is permitted when other means of transportation are unavailable, more costly, or impractical. The lowest cost vehicle necessary to achieve the traveler's mission shall be reserved. In addition, necessary rental car expenses for gasoline, oil, emergency repairs, parking, and toll charges will be reimbursed.
- Subsistence will be reimbursed up to the maximum Local Meals rate found in Attachment 14.

#### **2.4.1.7 Security and Confidentiality of Data**

WIC information systems contain confidential data for individuals on the WIC program.

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

##### **2.4.1.7.1 TO Contractor Employee Background**

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

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

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

- Encrypted on media leaving the State Infrastructure and when crossing any network, (the State of Delaware standard for encryption is AES);
- Auditable at the transaction level by unique user ID; and



- In compliance with authN/authZ.

#### **2.4.1.8 Format of Electronic Files**

- The TO Contractor shall ensure that all work products resulting from this solicitation are provided to the TO Manager.
- The TO Contractor shall provide electronic copies of all work in one of the following formats unless prior approval is obtained by the TO Manager:
  - Microsoft Word 2007 or later
  - Microsoft Excel 2007 or later
  - Microsoft PowerPoint 2007 or later
  - Microsoft Project 2007 or later
  - Source code in the format of the approved development tools (i.e. VB.NET, PL/SQL)
  - Data files in Oracle 11g format

#### **2.4.1.9 TO Contractor Timesheet Maintenance**

- The TO Contractor shall maintain time and attendance logs and timesheets for all TO Contractor personnel.
- The TO Contractor shall submit copies of these time and attendance logs and timesheet documents with the TO Contractors invoices.

#### **2.4.1.10 TO Contractor Staffing**

The TO Contractor shall provide the following types of staff at a minimum:

##### **2.4.1.11.1 Program Manager**

- The Program Manager shall serve as the Project Manager (PM) who directs controls, administers, and oversees the daily activities of all resources within the TO Contractor team.
- The PM shall be responsible for ensuring the TO Contractor's efforts meet the Programs' requirements and ensuring that required deliverables are completed as scheduled.
- The PM shall manage, direct, and oversee the team to ensure work plans are followed and delivered on schedule.
- The PM shall prepare status reports, manage and monitor project plans, and provide updates as necessary to the TO Manager.
- The PM shall meet with WIC Program staff, Local Agency Directors, Vendor Community, and other staff as needed to resolve issues affecting work efforts.
- The PM shall be required, throughout the life of the project, to professionally represent the WIC Program, to conduct demonstrations/presentations in a clear and easy to understand format/manner, provide written and verbal status reports to the TO Manager, and effectively communicate with program area staff and management. Any professional representation of the Maryland, US Virgin Islands or Delaware WIC Programs must be approved and coordinated by the TO Manager.

##### **2.4.1.10.2 Help Desk Support Specialist**

- The Help Desk Support Specialist shall provide Level II support to end-users with assistance and answers to system functionality and use. Items, which cannot be

resolved by WIC Help Desk staff, which provide Level I support, shall be referred to the Help Desk Support Specialist.

- The Help Desk Support Specialist shall create, update, close, and follow-up with end-users on Help Desk tracking tickets.
- The Help Desk Support Specialist shall also responsible for identifying items requiring program modifications and tracking them in the Problem Tracking database.
- The Help Desk Support Specialist shall work closely with Help Desk staff, the Program Manager and TO Manager to resolve issues pertaining to Maryland, US Virgin Islands and Delaware WIC Programs.
- The Help Desk Specialist shall have proven oral and written communications skills, the ability to effectively communicate with individuals and small groups, the ability to coordinate task-oriented group efforts, as well as acceptable and proven preparation skills.
- The Help Desk Support Specialist shall have at least five (5) years of experience in the use of Microsoft Office Suite.
- The Help Desk Support Specialist shall be familiar with researching data irregularities and integrity using Tool for Oracle Application Developers (TOAD).

#### **2.4.1.10.3 Quality Assurance Specialist**

- The Quality Assurance Specialist shall plan, construct, and execute test plans such as System, Load, Stress, and Network Tests to ensure current and planned system changes perform to specification.
- The Quality Assurance Specialist shall ensure that tests are executed appropriately in the development and release cycle.
- The Quality Assurance Specialist shall identify and track defects found in the testing process.
- The Quality Assurance Specialist shall retest code as necessary to ensure defects are resolved.
- The Quality Assurance Specialist shall participate with end-users in the development of proposed system changes through the User Acceptance Test phase to answer questions and provide support and work closely with Programmers to resolve system defects.
- The Quality Assurance Specialist shall have proven oral and written communications skills, the ability to effectively communicate with individuals and small groups, the ability to coordinate task-oriented group efforts, as well as acceptable and proven preparation skills.
- The Quality Assurance Specialist shall prepare clear, concise, accurate, and effective written documentation, including preparing project planning documents, functional requirements, general system design documents, detailed system design documents, communication materials, user documentation, and training materials.
- The Quality Assurance Specialist shall coordinate, schedule, and deliver training materials and sessions to a diverse population throughout the state.
- The Quality Assurance Specialist shall prepare on-line documentation and electronic (on-line) training materials.

- The Quality Assurance specialist shall be proficient in the use of Microsoft Office Suite.
- The Quality Assurance specialist shall research data irregularities and integrity using TOAD.

#### **2.4.1.10.4 Senior Support Technician**

- The Senior Support Technician shall be located at the Maryland State Office Building.
- The Senior Support Technician shall be expected to become familiar within one (1) month with WIC clinic operations, operations of the WOW system, and the technical environment in order to handle troubleshooting activities.
- The Senior Support Technician may be required to obtain TO Contractor assistance from additional technical resources (e.g. database managers, programmers, network technicians, etc.) to meet the requirements of this TORFP.

#### **2.4.1.10.5 Programmers**

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

#### **2.4.1.10.6 Database Manager**

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

#### **2.4.1.11 USDA Sovereign Authority**

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

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

## **2.4.2 TECHNICAL REQUIREMENTS**

The following technical requirements are required of the TO Contractor:

<b>ID #</b>	<b>Technical Requirements</b>	<b>Associated Deliverable ID # (From section 2.5.2 below):</b>
2.4.2.1	Hardware Monitoring, Maintenance and Upgrades	2.5.2.7
2.4.2.3	Troubleshooting and Problem Resolution	2.5.2.6
2.4.2.3	Software Modifications	2.5.2.6
2.3.2.4	System Support Technician	2.5.2.6
2.4.2.5	System Enhancements and Work Orders	2.5.2.17
2.4.2.6	Production System Facility	2.5.2.10

### **2.4.2.1 Hardware Monitoring, Maintenance and Upgrades**

- The TO Contractor shall assume full responsibility for all monitoring, maintenance and upgrade tasks under the WIC Program's direction, at the end of the contract period of the current TO Contractor which is May 31, 2014 (the incumbent TO Contractor shall continue these tasks until the end of their current contract).
- The TO Contractor shall schedule the activities and tasks listed in 2.4.2.1.1 through 2.4.2.1.5 on a recurring basis to ensure that the production environment in Section 2.2.3 is fully functional and performing as specified. These tasks are also applicable to the non-production systems listed in Section 2.2.3 but can be done on a less frequent basis subject to approval of the TO Manager.
- The TO Contractor shall perform all activities in accordance with documented procedures established by DHMH. System maintenance procedure documentation is available for Master Contractors to review at the DHMH facility by appointment.

#### **2.4.2.1.1 Verify End of Day Process**

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

#### **2.4.2.1.2 Daily review of system logs**

- The TO Contractor shall review all applicable logs by 9:00 AM ET each day, Monday through Saturday, to seek out potential problem situations.
- The TO Contractor shall inform the TO Manager, in writing, of the results of the system review, including a non-technical summary of overall systems' statuses and issues identified.
- The TO Contractor shall recommend corrective action for any problems encountered and will execute corrections based on the TO Manager's decisions.
- The TO Contractor shall review the following, and other, logs:
  - Server event logs
  - Oracle database logs
  - Backup logs
  - IIS and related telecommunication logs
  - End of Day (EoD) logs

#### **2.4.2.1.3 Daily backup of systems**

- The TO Contractor shall perform and verify a backup of the system on a daily basis, Monday through Saturday during non-business hours.
- The TO Contractor shall ensure that backups are performed to high-capacity tape or similar storage media as approved by the TO Manager.
- The TO Contractor shall notify the TO Manager at least 30 calendar days in advance when replacement media shall be ordered to replace aging or failing media. The TO Contractor shall perform periodic tests of file restoration to ensure the data and system can be restored from backup media successfully.
- The TO Contractor shall store the weekly backup tapes at a secure, disaster resistant facility provided by the TO Contractor, greater than 30 miles distance from the facility that houses the servers, which is currently at the Baltimore Technology Park, 1401 Russell Street, Baltimore, MD 21230.
- The TO Contractor shall identify and resolve any and all problems associated with the backup process and inform the TO Manager of the status of the backup process on a daily basis, Monday – Saturday.
- The TO Contractor shall maintain a log of all problems with the date and time reported, an estimated priority (critical to low) and resolution.
- The TO Contractor shall use the Grandfather-Father-Son backup scheme for the backup of the Production system. The TO Contractor shall ensure backup tapes are performed for daily, weekly and monthly cycles.
- The TO Contractor shall restore any part or all of the system data and/or components within four (4) hours of a request by the TO Manager.
- The TO Contractor shall also backup the non-production systems (e.g. Development, Test/Training System) as set forth in Section 2.2.3.6.

#### **2.4.2.1.4 Quarterly Scheduled Inspection and Preventative Maintenance**

- The TO Contractor shall schedule quarterly inspection and preventative maintenance of the system as approved by the TO Manager.
- The TO Contractor shall schedule quarterly inspections to take place during non-working hours (on a Sunday and/or holiday) so as not to disrupt normal operations,

as designated by the TO Manager.

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

#### **2.4.2.1.5 Quarterly System Maintenance**

The following activities apply to all systems as set forth in Section 2.2.3.6.

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

#### **2.4.2.1.6 Documentation and Training**

- The TO Contractor will be given electronic copies of all available system documentation within 10 calendar days of Notice to Proceed (NTP).
- The TO Contractor shall ensure all system documentation is kept up-to-date and shall include a list of all documentation in the quarterly report with the latest revision date and confirmation that materials are up-to-date and accurately describe the system. Current documentation includes, but is not limited to:
  - User Manuals
  - System Design Documentation
  - Disaster Recovery Plan
  - Maintenance Plan
  - Security Plan
  - Configuration Management Plan

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

#### **2.4.2.1.7 Troubleshooting and Problem Resolution**

- The TO Contractor shall assume full responsibility for all troubleshooting and problem resolution tasks within 60 calendar days of Notice to Proceed (the incumbent TO Contractor shall continue these tasks during the first 60 calendar days of this TO).
- The TO Contractor shall provide technical staff to respond to questions and problems.
- The TO Contractor shall respond to all requests and provide an estimated approach and timeline to resolve the reported issue.
- The TO Contractor shall perform all system troubleshooting activities including the diagnosis and resolution of problems identified by the TO Contractor and/or reported by the State such as server failure, End of Day process failure, database problems, telecommunication problems, and other system problems.
- The TO Contractor shall maintain a log of all problems with the date and time reported, an estimated priority (critical to low) and resolution.
- The TO Contractor shall address problem resolution in accordance with their priority as determined by the TO Manager; e.g. critical problems shall be addressed immediately with frequent updates to the TO Manager on progress made.
- The TO Contractor shall respond to all requests within 15 minutes of receipt of urgent requests during normal WIC business hours, or within four (4) hours of receipt of request after WIC business hours.

#### **2.4.2.2 Software Modifications and Upgrades**

- The TO Contractor shall assume full responsibility for all software modification and upgrade tasks within 60 calendar days of NTP.
- The TO Contractor shall perform all software modifications using the software listed in Section 2.2.3, or as may otherwise be required by the TO Manager.

##### **2.4.2.2.1 Develop and test software changes**

- The TO Contractor shall develop and test software changes based on change requests approved and directed by the TO Manager. All software changes shall comply with development standards as defined in the DHMH Coding Standards document.
- The TO Contractor, in conjunction with the State, shall implement and follow a code review process to ensure standards are adhered to.
- The TO Contractor shall perform alpha testing of all changes prior to providing the TO Manager with a beta release for State acceptance testing. This may include testing by Delaware and USVI.
- The TO Contractor shall use Cenxio Hailstorm to assess the security of the web

application and manage the security risk throughout the software development lifecycle.

- The TO Contractor shall support State and/or Local Agency testing of changes by providing related training, documentation, debugging, analysis and fixes as required.

#### **2.4.2.2.2 Maintain and manage a software version control system**

- The TO Contractor shall ensure that all system changes are tracked and integrated into the correct version for implementation and shall clearly identify version numbers for all WIC modules as set forth in Section 2.2.2, and indicate what changes are applicable to each system.
- The TO Contractor shall use Microsoft SourceSafe, as well as an auxiliary problem tracking system (currently using Bugzilla) for tracking system change requests from identification through analysis, development, testing and deployment.
- The TO Contractor shall provide and maintain the version control software and change tracking system.
- The TO Contractor's solution shall integrate State development staff into the development activities and allow for system changes to be made by State programmers as well as TO Contractors.
- The TO Contractor shall provide on-the-job training and guidance for State programmers working on assigned change requests.

#### **2.4.2.2.3 Plan, coordinate, implement and support software releases**

- The TO Contractor shall coordinate the implementation of approved software releases (a release being one set of tested and approved changes verified by the TO Manager) to designated systems.
- The TO Contractor shall install new releases during non-regular business hours and verify the reliable operation of the system following the implementation.
- The TO Contractor shall also be available for support at the start of the working day (8:00 AM) immediately following the implementation to assist WIC staff in handling any Help Desk calls related to the changes.
- The TO Contractor shall be prepared to uninstall a release and revert to the previous working system state if significant problems are encountered and the TO Manager approves the reversion.
- The TO Contractor shall be responsible for documenting and communicating software changes to affected users (e.g., clinic staff, vendor staff, financial staff, etc.).
- The TO Contractor shall apply all updates and releases to all systems set forth in Section 2.2.3.6 and ensure their reliable operation.

#### **2.4.2.2.4 Update System Documentation to Reflect Changes**

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



- The TO Contractor shall verify that all documentation is up to date in the Post Quarterly Maintenance Report. For the Post Quarterly Maintenance Report, the TO Contractor shall:
  - Provide the TO Manager with a report indicating the tasks accomplished and results of the quarterly inspection; the report is due by 9:00 AM ET on the 2nd working day following the maintenance activity.
  - Ensure all system documentation is kept up-to-date and shall include a list of all documentation in the quarterly report with the latest revision date and confirmation that materials are up-to-date and accurately describe the system.
  - Perform testing and verification of disaster recovery procedures as part of the quarterly maintenance activities and include the results of testing in the Post Quarterly Maintenance Report.

#### **2.4.2.2.5 Participate in WOW User Groups**

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

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

#### **2.4.2.3 System Support Technician**

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

Responsibilities Include:

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

#### **2.4.2.4 System Enhancements and Work Orders**

##### **2.4.2.4.1 Process**

The WIC Program anticipates making system enhancements to WOW on an annual basis as federal funding allows. Enhancements are distinguished from modifications to the system by the scale of the effort. Software modifications are typically minor changes involving a few hours or, at most, days of programming effort. Enhancements are larger development efforts involving multiple team members and weeks or months of effort to accomplish. Software modifications are addressed in section **2.4.2.3**.

System enhancements will typically be authorized by the WIC Program after obtaining approval from the USDA to perform a system enhancement. System enhancements may be funded by the USDA through the Operational Adjustment (OA) Request process, or through another source of funds identified by the Program. OA Requests are submitted by the WIC Program each year, and the USDA may choose to approve selected OA projects and award funding for the project. Requests are normally submitted by the WIC Program in September and the USDA informs the WIC Programs of award approval and funding amounts by November/December. The funds designated for the project shall be fully spent by the following September (the Federal government's fiscal year runs October - September). The USDA's OA Request process means that system enhancements will usually receive approval in December and have a completion date by September – an approximate 10-month timeframe.

If the TO Contractor is requested to perform additional resources or services outside of the definition of a software modification, the TO Manager will transmit a written Work Order request, Attachment 18, to make a system enhancement to the TO Contractor. TO Contractor shall submit to the TO Manager a response to the Work Order including an understanding of the requirements, proposed solution, level of effort and a mutually acceptable price proposal based on the TO Contractor's proposed rates in the Master Contract and scope of the work change. No enhancement modification shall be performed until a Work Order, described in Section 2.15, is executed by the TO Manager. Work that falls outside of the scope of the solicitation will follow the Change Order in Section 1.13.

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

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

#### **2.4.2.4.2 Future System Enhancements**

Anticipated Future System Enhancements will be handled with a Work Order process, described in Section 2.15, and could possibly include any of the items described in the following sub-paragraphs.

##### **2.4.2.4.2.1 Transfer and Hosting of WOW for Other States**

As noted earlier in this TORFP, Maryland is the host state for the US Virgin Islands and Delaware WIC Programs' WOW systems. The USDA encourages the use of State Agency Model systems or other state systems as

potential system transfers for use in managing their own WIC program. In some circumstances, states may find it more cost effective to share hardware and technical resources with other states as a system alternative. State Agencies that want to transfer the Maryland WOW system rather being hosted by Maryland would need to separately procure any contracted support.

Maryland WIC has been approached by other states to consider the hosting alternative for their state. Since no final decisions have been made at this time, it is impossible to list the states, if any, that may formally seek this alternative. A WOW system transfer and hosting solution may be a future system enhancement that could include the following requirements:

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

- Detailed Functional Design Document for Application Modifications
- Task 3: Design/Development
  - Application Interface Requirements
  - Data Conversion
  - Design
  - Table Values
  - Dropdown Values
  - Risk Factors
  - Food Packages
  - System Modifications
- Task 4: Testing
  - System Testing
  - User Acceptance Testing
- Task 5: Implementation
  - System Pilot
  - User Manual
  - User Training
  - Rollout

Please note that the above requirements and deliverables are provided as examples only and may not be all encompassing for a potential system transfer and hosting project.

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

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

**2.4.2.4.2.4** System enhancements required by changes in federal regulation or requested by federal agencies. Federal regulations governing WIC programs may require changes in information systems to better serve the women, infant and child populations we serve. Large software modifications that fall outside of normal software maintenance may be a future enhancement for the WOW system.

**2.4.2.4.2.5** System enhancements required by changes in the needs of users or participants. There are 350 users that use the WOW system day in and day out. Suggestions for ways to improve or enhance system capabilities and

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

#### **2.4.2.5.2.6 Transferable MD-WOW Software Package**

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

- Source code
- Executable code
- Required system documents

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

#### **2.4.2.4.3 Maintenance and Support of System Enhancements**

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

### **2.4.2.5 Production System Facility**

- The TO Contractor shall stand-up a fully functioning Production System Facility to house and provide network connectivity for all equipment and interfaces detailed in Section 2.2.3.6. The Production System Facility must be fully functioning by completion of the outgoing contractor transition, described more in Section 2.4.3.2.
- The TO Contractor shall set-up the Production System to meet or exceed the security elements included in the current Network Diagram (2.2.4) and WOW Hardware Diagram (2.2.5), and include a T1 connection to St. Thomas, US Virgin Islands for the stand-alone backup system. The current facility, BTP, is a Contractor leased space in the Baltimore area.
- The TO Contractor may negotiate their own lease with this facility or propose a new facility that meets or exceeds the requirements below.

#### **2.4.2.5.1 Facility Requirements**

The TO Contractor's Production System Facility shall meet or exceed the services provided by BTP which include, but are not limited to:

- Monitoring 24 hours a day, 7 days a week, 365 days a year;
- Access restricted system to authorized personnel and employees;
- Cabinet & cage access controlled by combination dial system;
- Alarm & fire detection with automatic notification of officials;
- Clients shall have 24x7x365 access to the facility;
- Fire protection system;
- Water detection system;

- Redundant electrical design and distribution;
- Automatic switching from primary to back up power supply in the case of a power outage;
- Back-up generator with capacity to power equipment and servers for up to 48 hours;
- Redundant, HVAC units; and
- Environment control system for constant thermostat & humidity temperatures.

#### 2.4.2.5.2 Service Levels

- **Network Availability:**

TO Contractor shall provide (network services) 24 hours per day, 7 days per week, 365 days per year with at least 99.95% availability measured over a calendar month, including any time during the month allocated for unscheduled or unplanned maintenance.

- **Infrastructure:**

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

- **Emergency Response:**

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

- **Unscheduled Outages:**

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

#### 2.4.2.5.3 WIC Requirements

The TO Contractor shall provide facility that meets the current specifications below:

- **The current Production System Facility's Minimum Electrical/Bandwidth Usage includes:**

- 16 amps of 208 volts
- 24 amps of 208 volts
- 100 Mbps data transfer requirements

- **Current BTP Equipment and Capacities include:**

- 42U Cabinet w/ A&A 30A/208V circuits – 10kW usable
- 42U Cabinet w/ A&B 20A/208V circuits – 3.3 kW usable
- 20 Mbps of Blended Bandwidth burstable to 100Mbps

- 2 - 16-outlet power strips, each with an internal circuit breaker, for every installed AC circuit.
- AC power systems capable of delivering both 120V (in 20 or 30 amps) and 208V (in 20 or 40 amps) service.
- Cabinet & cage access controlled by combination dial type or key system for security

Qty	Description	Type
1	Cabinet w/ A&B 30A/208V circuits 5 kW usable <ul style="list-style-type: none"> <li>• Combination-locks</li> <li>• Vented front &amp; back doors</li> <li>• Free standing</li> </ul>	Cabinet w/ Power
1	Cabinet w/ A&B 20A/208V circuits <ul style="list-style-type: none"> <li>• Combination-locks</li> <li>• Vented front &amp; back doors</li> <li>• Free standing</li> </ul>	Cabinet w/ Power
1	Crash cart and components w/power	Cart
20	Mbps of BTP Blended burstable Bandwidth to 100	Connectivity
20	External IP addresses	IP assigned
1	T1 Connection to St. Thomas, US Virgin Islands	Connectivity

### 2.4.3 NON-FUNCTIONAL, NON-TECHNICAL REQUIREMENTS

The following are required of the TO Contractor:

ID #	Non-Functional, Non-Technical Requirements	Associated Deliverable ID # (From section 2.5.2 below):
2.4.3.1	TO Agreement Startup	2.5.2.1
2.4.3.2	Incoming Transition	2.5.2.3
2.4.3.3	Meetings	2.5.2.4
2.4.3.4	Outgoing Transition	2.5.2.3
2.4.3.5	Warranty	None

#### 2.4.3.1 TO Agreement Startup

- The TO Contractor shall perform the activities necessary to ensure the smooth support and execution of deliverables by quickly becoming familiar with the WIC IT environment and all support requirements.

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

#### **2.4.3.1.1 Kickoff Meeting**

A Kickoff Meeting with the TO Contractor's staff, the TO Manager, other WIC staff and the incumbent (current) TO Contractor within five (5) business days of the Notice to Proceed date.

- The TO Contractor shall deliver the draft Transition Plan at this meeting and address the details for all maintenance and support issues.
- The TO Contractor shall create a Transition Plan for conducting knowledge transfer and the schedule for conducting the transition activities.
- The TO Contractor's key staff and the WIC staff shall meet within five (5) calendar days of NTP to address the details for all support issues and identify issues which may need resolution.
- TO Contractor shall take minutes of the meeting.

#### **2.4.3.1.2 Deliver Contingency Plan**

The TO Contractor shall deliver Contingency Plan to the TO Manager within thirty (30) days of NTP.

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

#### **2.4.3.1.3 Establish Support Resources**

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

### **2.4.3.2 Incoming Transition Plan**

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

- The TO Contractor shall work with previous TO Contractor to facilitate uninterrupted support, there shall be, at a minimum, during a 60 day transition period starting at NTP.
- The TO Contractor shall create a Transition Plan to be reviewed at the Kickoff Meeting that describes the approach for conducting knowledge transfer and the schedule for conducting the transition activities.
- The TO Contractor shall work with the TO Manager and previous TO Contractor to ensure a smooth and uninterrupted transition and ensure no loss of system support activities.

### **2.4.3.3 Meetings**

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



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

#### **2.4.3.4 Outgoing Transition Plan**

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

#### **2.4.3.5 Warranty**

- The TO Contractor shall warrant that it will satisfy all its obligations under the contract using care, skill and diligence in the performance of such obligations.
- The TO Contractor shall warrant that all hardware and software installation, code, programs, and procedures delivered, installed, and implemented by the TO Contractor for the WIC Program shall perform as required in accordance with the Task Order Agreement.
- The TO Contractor's obligation under this warranty shall be to remedy any installation or other errors, coding bugs, and/or code defects, at no cost to the WIC Program, for a period of ninety (90) calendar days from implementation of a system modification.
- The TO Contractor warrants its own workmanship and does not warrant hardware or software, to the extent that they are otherwise warranted by the manufacturer or licensor.

### **2.4.4 SERVICE LEVEL AGREEMENT**

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

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

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

by the TO Contractor's failure to maintain the service levels and that the reductions identified below represent a reasonable and fair attempt to fix just compensation for losses caused by those failures.

Actual performance results shall be recorded and submitted by the TO Contractor via the Monthly Status Report beginning at the commencement of the contract. Minimum performance standards defined in the SLA shall be waived during the Incoming Transition period until the incoming TO Contractor takes the operational lead from the incumbent TO Contractor and for the Outgoing Transition period once the incoming TO Contractor takes the lead from the incumbent TO Contractor.

In addition, the following response times are required by the TO Contractor to respond to the TO Manager or their designee:

Service Levels	Phone Response	On-Site Response	Resolution Time	Response Availability	Comments
<u>Urgent</u> Example: Statewide System Outage	15 minutes	1 hour	1 business day	7 days/week, 24 hours/day	
<u>High</u> Example: Statewide Inability to Print WIC Checks	1 hour	4 hours	2 business days	7 days/week, 24 hours/day	
<u>Normal</u> Example: Inability to Issue one Food Item to WIC Participants.	1 hour	1 work day	5 business days	5 days/week, Mon-Fri, 8AM-5PM	On-site response to calls after 1PM may be by 9AM the next morning

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Maryland Service Level Table and Liquidated Damages		
#	Service Level Metric	Withholding
<b>FUNDAMENTAL</b>		
1.	<p><b>System Availability Requirements:</b> System Availability requirements shall be applied to the Maryland, US Virgin Islands and Delaware WOW systems, and any other systems implemented under this TO Agreement. The individual components of each system (database, web server, application server, etc.) shall be treated as a whole when considering the availability or unavailability of the WOW system. For example, a database failure affecting the Maryland WOW system shall be considered to be unavailability of the Maryland WOW system.</p> <p>Hours for System Availability shall be defined as 7:00AM ET to 7:00PM ET, seven (7) days per week exclusive of holidays and any scheduled downtime. Availability is measured over a calendar month, including any time during the month allocated for unscheduled or unplanned maintenance.</p> <p>Monthly downtime: Monthly downtime is defined as the difference between one-hundred percent (100%) availability (which excludes any scheduled downtime) and the system unavailability as determined during the reporting period. In addition, liquidated damages shall not be levied for any SLA factors beyond the control of the TO Contractor, such as natural disasters, electrical service interruptions, telephone service failures, network failures, and/or other natural or outside factors.</p> <p>Downtime shall commence at the time of notification to the TO Contractor by end users, WIC staff or Contractor staff that a portion of the system or the system as a whole is unavailable without an adequate work-around as determined by the TO Manager.</p> <p>Uptime is defined as commencing at the time of verification of system availability to the TO Contractor by the TO Manager.</p>	For each full sixty (60) minutes of unplanned downtime above the permitted .05% per month, the TO Contractor shall be assessed five percent (5%) in liquidated damages with an additional five percent (5%) in liquidated damages for each additional sixty (60) minutes of system downtime per month, up to a maximum liquidated damage of fifty percent (50%) against the current month's total billable hours.
2.	<p><b>Infrastructure Availability Requirements:</b> Infrastructure Availability requirements shall be applied to the Maryland, US Virgin Islands and Delaware WOW systems, and any other systems implemented under this TO Agreement. Infrastructure is defined as UPSs, HVAC and cabling (extended DEMARC into cabinet), available 24 hours per day, 7 days per week, 365 days per year with at least 99.95% uptime measured over a calendar month, including any time during the month.</p> <p>Monthly downtime: Monthly downtime is defined as the difference between one-hundred percent (100%) availability (which excludes any scheduled downtime) and the infrastructure unavailability as determined during the reporting period. In addition, liquidated damages shall not be levied for any SLA factors beyond the control of the TO Contractor, such as natural disasters, electrical service interruptions, telephone service failures, network failures, and/or other natural or outside factors.</p> <p>Downtime shall commence at the time of notification to the TO Contractor by end users, WIC staff or Contractor staff that a portion of the infrastructure or the infrastructure as a whole is unavailable without an adequate work-around as determined by the TO Manager.</p> <p>Uptime is defined as commencing at the time of verification of system availability to the TO Contractor by the TO Manager.</p>	For each full sixty (60) minutes of unplanned downtime above the permitted .05% per month, the TO Contractor will be assessed five percent (5%) in liquidated damages with an additional five percent (5%) in liquidated damages for each additional sixty (60) minutes of system downtime per month, up to a maximum liquidated damage of fifty percent (50%) against the current month's total billable hours.

## 2.4.5 BACKUP / DISASTER RECOVERY

**2.4.5.1** The TO Contractor shall provide a location for a fully functioning hot backup facility within 60 calendar days of NTP to support the Maryland, US Virgin Islands and Delaware WIC Programs.

- The TO Contractor shall establish and maintain a hot backup facility to provide an alternate operational system in the event of the unavailability of the WOW system at the Production System Facility.
- The TO Contractor's hot backup facility shall be prepared to assume full operational status and employ the use of Oracle Dataguard to maintain synchronization with the Production database.
- The TO Contractor's hot backup facility shall support a T1 (installed and paid for by the State) connection to *networkMaryland* that directly connects to the Production System for data synchronization; shall accommodate State telecommunications equipment; and shall provide T1 internet access for system users.
- The TO Contractor's hot backup facility shall meet the requirements identified in Section 2.4.2.6.1, including appropriate power supply and UPS; automatic backup power supplies and a generator; and air conditioning; all in a secure location with restricted access to authorized personnel only.
- The TO Contractor may propose additional equipment, at cost, in support of the hot backup requirement, subject to DHMH approval, purchase and payment.
- The TO Contractor's hot backup facility shall provide normal operations to the field within 4 hours of request by the TO Manager.
- The TO Contractor shall demonstrate the successful operation of the hot backup capability within 60 calendar days of NTP.
- The TO Contractor shall also test and verify the continued operational ability of the backup solution as part of the quarterly maintenance requirement as set forth in Section 2.4.2.1.5.
- The TO Contractor's hot backup facility shall be located at least 30 miles from the Production System Facility currently located at Baltimore Technology Park, 1401 Russell Street, Baltimore, MD 21230. This site is leased by the current TO Contractor. The TO Contractor can lease this space, or select a new location.

**2.4.5.2** The TO Contractor shall maintain and support two (2) stand-alone backup systems; one (1) on the island of St. Thomas and one (1) on the island of St. Croix for USVI. The locations and space will be provided for the TO Contractor's use.

- In the event that internet access is unavailable to the USVI due to a major storm or other unforeseen disaster, the TO Contractor shall maintain a high availability emergency stand-alone backup system in USVI that allows workstations co-located with the backup servers to service the USVI WIC population.
- The TO Contractor's stand-alone backup system in St. Thomas shall consist of a Database server and Application server kept in sync with the production system using Oracle Dataguard via a T1 connection (supplied and paid for by the TO Contractor) between the Production System Facility and the Island of St. Thomas.
- The TO Contractor's stand-alone backup system in St. Croix shall consist of a Database server and Application server kept in sync with the backup system in St. Thomas using Oracle Dataguard via a T1 connection between the island of St. Thomas and St. Croix, provided by USVI.

- The TO Contractor's stand-alone backup system shall provide normal operations to the designated St. Thomas and St. Croix locations within four (4) hours of request by the TO Manager.
- The TO Contractor shall demonstrate the successful operation of the two (2) stand-alone backup servers within 60 calendar days of NTP.
- The TO Contractor shall also test and verify the continued operational ability of the two (2) stand-alone solutions as part of the quarterly maintenance requirement.

#### **2.4.6 HARDWARE, SOFTWARE, AND MATERIALS**

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

### **2.5 DELIVERABLES**

#### **2.5.1 DELIVERABLE SUBMISSION PROCESS**

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one (1) hard copy and one (1) electronic copy compatible with Microsoft Office 2003, Microsoft Project 2000 and/or Visio 2000.

Drafts of all final deliverables (except for monthly and quarterly reporting) are required at least two (2) weeks in advance of when all final deliverables are due. Written deliverables defined as draft documents shall demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but shall:

- Be presented in a format appropriate for the subject matter and depth of discussion.
- Be organized in a manner that presents a logical flow of the deliverable's content.
- Represent factual information reasonably expected to have been known at the time of submittal.
- Present information that is relevant to the Section of the deliverable being discussed.
- Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.

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

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 9). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities within 14 calendar days of the deliverable rejection date. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the

deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 calendar days in the applicable invoice format (Reference 2.9. - Invoicing).

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

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

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

## **2.5.2 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA**

<b>ID #</b>	<b>Deliverable Description</b>	<b>Acceptance Criteria</b>	<b>Due Date/Frequency</b>
2.5.2.1	Kickoff Meeting	MS Power Point presentation and printed MS Word documents that include requirements in Section 2.4.3.1.1.  Required documents and completion and acceptance of meeting minutes.	5 calendar days after NTP
2.5.2.2	Contingency Plan	MS Word document that meets the requirement in Section 2.4.3.1.2.  Signed Agency Acceptance of Deliverable Form	30 calendar days after NTP
2.5.2.3	Staffing Plan	MS Word document that meets the requirements in Section 2.4.1.11 and 2.4.3.1.3.  Signed Agency Acceptance of Deliverable Form.	60 calendar days after NTP
2.5.2.4	Transition Plans	MS Word documents that include transition plans meeting the requirements of Section 2.4.3.2 and 2.4.3.4.  Signed Agency Acceptance of Deliverable Form	5 calendar days after NTP (incoming); and 9 months before contract end (outgoing)
2.5.2.5	Other Meetings	MS Word documents including minutes of the meetings identified in Section 2.4.3.3.  Signed Agency acceptance of meeting minutes.	5 calendar days following each meeting
2.5.2.6	Monthly Report	The TO Contractor shall provide monthly status reports, in Microsoft Word that describe work performed for the previous month and projected activities for the current month. The report shall include: 1. Work Accomplished <ul style="list-style-type: none"> <li>• System Monitoring: Summary of items identified during daily monitoring of End of Day, Server, Oracle</li> </ul>	5 <sup>th</sup> of each month

		<p>and Backup Logs.</p> <ul style="list-style-type: none"> <li>• Software Modifications: Identification of software modifications made, by module, including problem resolution tracking number and brief description.</li> <li>• Technical Support – Summary of items addressed by the technical support technician for the previous month.</li> </ul> <p>2. Deliverable Progress – Status of any deliverables due during the reporting period.</p> <p>3. Problem Areas/Risk Mitigation – Identification of any areas of inherent risk and proposed action to mitigate the risk.</p> <p>4. Planned Activities – Summary of planned activities for the upcoming month.</p> <p>Signed Agency Acceptance of Deliverable Form</p>	
2.5.2.7	Quarterly Maintenance Plan	<p>MS Word document that includes all the information listed in Section 2.4.2.1.4 and 2.4.2.1.5.</p> <p>Signed Agency Acceptance of Deliverable Form</p>	Two weeks before maintenance window
2.5.2.8	Post Quarterly Maintenance Summary	<p>MS Word document that includes all the information listed in Section 2.4.2.1.4 and 2.4.2.1.5.</p> <p>Signed Agency Acceptance of Deliverable Form</p>	9:00AM ET on the second working day of the end of the maintenance period.
2.5.2.9	Invoicing and Timesheets	<p>Invoicing shall be completed in accordance with Section 2.4.1.10 and 2.9.</p> <p>Signed Agency Acceptance of Deliverable Form</p>	Monthly after NTP
2.5.2.10	Production System Facility	<p>The TO Contractor shall provide a fully functioning Production System facility in accordance with Section 2.4.2.6.</p> <p>Signed Agency Acceptance of Deliverable Form</p>	60 calendar days after NTP
2.5.2.11	Hot-Backup Facility	<p>The TO Contractor shall provide a location for a fully functioning hot backup in accordance with Section 2.4.5.</p> <p>Signed Agency Acceptance of Deliverable Form</p>	60 calendar days after NTP
2.5.2.12	End of Day Process report	<p>Notify the TO Manager, in writing, of the status of the previous End of Day Process in accordance with Section 2.4.2.1.1.</p> <p>Signed Agency Acceptance of Deliverable Form</p>	9:00 AM ET every morning (Monday – Saturday)
2.5.2.13	Review all system logs	<p>Review all system logs and provide written results of the review in accordance with Section 2.4.2.1.2.</p> <p>Signed Agency Acceptance of Deliverable Form</p>	9:00 AM ET, Monday through Saturday
2.5.2.14	Daily Backup of Systems	<p>Perform and verify a backup of the system on a daily basis in accordance with 2.4.2.1.3.</p>	Monthly after NTP

		Signed Agency Acceptance of Deliverable Form	
2.5.2.15	Documentation & Training	Update system documentation quarterly in accordance with Section 2.4.2.1.6.  Signed Agency Acceptance of Deliverable Form	Quarterly after NTP
2.5.2.16	Software Modifications and Upgrades	Maintain software in accordance with Section 2.4.2.3.  Signed Agency Acceptance of Deliverable Form	60 calendar days after NTP
2.5.2.17	System Enhancements and Work Orders	Provide system enhancements in accordance with Section 2.4.2.5.  Signed Agency Acceptance of Deliverable Form	60 calendar days after NTP

## 2.6 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

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

- The State’s System Development Life Cycle (SDLC) methodology
- The State Information Technology Security Policy and Standards
- The State Information Technology Project Oversight
- The State of Maryland Enterprise Architecture

The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute’s Project Management Body of Knowledge Guide. TO Contractor’s staff and Sub Contractors are to follow a consistent methodology for all TO activities.

## 2.7 TO CONTRACTOR PERSONNEL EXPERTISE REQUIRED

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

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



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

## **2.8 MINIMUM QUALIFICATIONS**

### **2.8.1 OFFEROR PERSONNEL MINIMUM QUALIFICATIONS**

The personnel classifications for the key staff are shown below. The roles are generic and are provided as examples of the types of staff that are required. They do not reflect the specific CATS+ labor categories that the TO Contractor should propose as part of its proposal. The decision on which CATS+ labor categories to propose is up to the TO Contractor.

#### **2.8.1.1 Program Manager (Key)**

The Program Manager shall possess the following minimum qualifications:

- Possess ten (10) years of project management experience;
- Possess ten (10) years of implementation of web-based processes;
- Successfully completed one (1) project with same technical background, and experience in a project of the same scope as WIC;
- Bachelor's Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related discipline. Master's degree and/or project management certification is preferred.; and
- Possess strong written and verbal communication skills, demonstrated with a business reference and a writing sample. Verbal communications skills will be verified at orals presentation.

#### **2.8.1.2 Help Desk Support Specialist (Key)**

The Help Desk Support Specialist shall possess the following minimum qualifications:

- Possess oral and written communications skills;
- Have at least five (5) years of experience supporting end-users on a similar project of this scope and size;
- Have at least five (5) years of experience using Microsoft Office Suite; and
- Familiar (i.e. at least three (3) months of working experience) with Tool for Oracle Application Developers (TOAD).

#### **2.8.1.3 Quality Assurance Specialist (Key)**

The Quality Assurance Specialist shall possess the following minimum qualifications:

- Have at least three (3) years of experience supporting end-users on a similar project of this scope and size;
- Have at least three (3) years of experience testing on projects of this scope and size;
- Have at least three (3) years of experience using Microsoft Office Suite; and
- Familiar (i.e. at least three (3) months of working experience) with TOAD.

### **2.8.2 OFFEROR PERSONNEL REQUIRED QUALIFICATIONS**

Additional resources proposed shall meet the required qualifications as stated in this section.

#### **2.8.2.1 Senior and Junior Support Technicians**

The Senior and Junior Support Technician shall possess the following minimum qualifications:

Have a minimum of three (3) years of the following experience:

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

#### **2.8.2.2 Programmers**

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

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

- Implementation of a multi-tier architecture system; and
- Implementation of client/server and Web based applications.

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

- Oracle 11g including PL/SQL and stored procedures;
- Microsoft Visual Basic .NET web development including Infragistics NetAdvantage;
- JavaScript;
- Microsoft SourceSafe;
- Microsoft Server 2003 and 2008; FTP; IIS; and web accelerators;
- Microsoft Office Suite;
- Tool for Oracle Application Developers (TOAD);
- Adobe Flash and Captivate;
- Oracle Developer Suite 10g – Reports Builder.; and
- Perl.

#### **2.8.2.3 Database Manager**

The Database Manager shall possess the following required qualifications:

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

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

- Oracle 11g including PL/SQL and stored procedures and the use of Oracle Dataguard;
- Tool for Oracle Application Developers (TOAD); and
- Microsoft Office Suite.

### **2.8.3 OFFEROR COMPANY MINIMUM QUALIFICATIONS**

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

- The TO Contractor shall have at least ten (10) years successful experience supporting an online web based application;
- The TO Contractor shall have serviced one (1) project in last 10 years for a program the size of the Maryland WIC Program, or larger.;
- The TO Contractor shall have completed one (1) application support similar in complexity as Maryland WOW system with at least 300 screens.

## **2.9 INVOICING**

Payment will only be made upon completion and acceptance of the deliverables defined in Section 2.5.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract.

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

### **2.9.1 INVOICE IDENTIFICATION**

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

### **2.9.2 INVOICE SENT TO**

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

Deborah Morgan  
Deputy Director, Maryland WIC Program  
201 West Preston Street, Room 105  
Baltimore, MD 21201  
Phone: 410-767-5658  
Fax: 410-333-5243  
Email: [debbie.morgan@maryland.gov](mailto:debbie.morgan@maryland.gov)

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.

### **2.9.3 INVOICING TIME AND MATERIALS**

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

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

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

#### **2.9.4 PRODUCTION SYSTEM FACILITY**

Each monthly invoice shall include a section invoicing for 1/12<sup>th</sup> of the fixed annual price for maintenance of the Production System Facility as set forth in the Financial Proposal Sheet for the applicable year of the billing period.

#### **2.9.5 INVOICING MAINTENANCE OF HOT BACKUP FACILITY**

Each monthly invoice shall include a section invoicing for 1/12<sup>th</sup> of the fixed annual price for maintenance of the Backup/Disaster Recovery Facility, as set forth in the Financial Proposal Sheet for the applicable year of the billing period.

#### **2.9.6 INVOICING SYSTEM ENHANCEMENTS**

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

A proper invoice for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described above, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Agency Acceptance of Deliverable form – Attachment 9, is not submitted.

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

### **2.10 MBE PARTICIPATION REPORTS**

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

### **2.11 PROFESSIONAL DEVELOPMENT**

Computer technology and software products continuously change. The TO Contractor must ensure continuing education opportunities for the personnel provided. This education would be associated with the technologies currently utilized by the DHMH or anticipated to be implemented by the DHMH in the near future. With the TO Manager's prior written approval, the time allocated to these continuing education activities for staff deployed to the DHMH on a full time basis may be charged to this Contract. Actual course costs, travel, and related expenses are the responsibility of the TO Contractor.

### **2.12 PERFORMANCE EVALUATION**

The TO Manager shall evaluate TO Contractor personnel performance on an annual basis. The established performance evaluation and standards are included as Attachment 19. The performance evaluation will consist of the requirements contained in Section 2.4.1.11.

### **2.13 PERFORMANCE PROBLEM MITIGATION**

In the event the agency is not satisfied with the performance of TO Contractor personnel, the mitigation process is as follows:

- The TO Manager will notify the TO Contractor in writing describing the problem and delineating remediation requirements;
- The TO Contractor will have three (3) business days to respond with a written Remediation Plan;
- The Remediation Plan will be implemented immediately upon acceptance by the TO Manager;
- Should performance issues persist, the TO Manager will notify and give written notice to the TO Contractor to request immediate removal, or substitution of the individual whose performance is at issue.

### **2.14 SUBSTITUTION OF PERSONNEL**

The substitution of personnel shall comply with Section 2.9.6 of the CATS + Master Contract.

After award, the substitution of personnel procedures are as follows:

- The TO Contractor may not substitute or temporarily reassign any Contractor personnel without the prior approval of the TO Manager.
- To replace any personnel, the TO Contractor shall submit resumes of the proposed personnel specifying their intended approved labor category.
- All proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel and must be approved by the TO Manager.
- The TO Manager shall have the option to interview the proposed substitute personnel.
- After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.

### **2.15 WORK ORDER PROCESS**

Additional resources or services shall be provided via a Work Order process using the pre-approved fully-loaded labor rates applicable to their labor categories as proposed in Attachment 1.1.

The TO Manager shall e-mail a Work Order request (Attachment 18) to the TO Contractor to provide additional resources or services. The request will include:

- Technical requirements and description of the resource needed
- Performance objectives and/or deliverables, as may be applicable
- Due date and time for submitting a response to the request
- Required place(s) where work must be performed
- Other specific information as requested from the TO Contractor

The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:

- A response that details the TO Contractor's understanding of the work

- State-furnished information, work site, and/or access to equipment, facilities, or personnel
- The proposed personnel resource(s) including those of subcontractors and their resume

Proposed personnel shall be approved by the TO Manager. The TO Contractor shall furnish resumes of the proposed personnel specifying their intended approved labor category. The TO Manager shall have the option to interview the proposed personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the proposed personnel.

If satisfied, the TO Manager will then provide the written NTP.

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## **SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS**

### **3.1 REQUIRED RESPONSE**

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

### **3.2 FORMAT**

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

#### **3.2.1 TO TECHNICAL PROPOSAL**

##### **3.2.1.1 Proposed Services**

- 1) Executive Summary: A high level overview of the Master Contractor's understanding of the background, purpose, and objectives of the TORFP. The Executive Summary shall summarize the Master Contractor's capabilities and experience, and summarize the proposed methodology and solution for achieving the objectives of the TORFP.
- 2) Proposed Solution: A detailed narrative of the Master Contractor's proposed methodology and solution for completing the requirements and deliverables in Section 2 - Scope of Work. This section shall include a comprehensive schedule of tasks and estimated times frames for completing all requirements and deliverables, including any tasks to be performed by State or third party personnel.
- 3) Draft Work Breakdown Structure (WBS): A matrix or table that shows a breakdown of the tasks required to complete the requirements and deliverables in Section 2 - Scope of Work. The WBS shall reflect the chronology of tasks without assigning specific time frames or start / completion dates. The WBS may include tasks to be performed by the State or third parties as appropriate, for example, independent quality assurance tasks. If the WBS appears as a deliverable in Section 2 – Scope of Work, the deliverable version shall be a final version. Any subsequent versions shall be approved through a formal configuration or change management process.
- 4) Draft Project or Work Schedule: A Gantt or similar chart containing tasks and estimated time frames for completing the requirements and deliverables in Section 2 - Scope of Work. The final schedule shall come later as a deliverable under the TO after the TO Contractor has had opportunity to develop realistic estimates. The Project or Work Schedule may include tasks to be performed by the State or third parties as appropriate.
- 5) Draft Risk Assessment: Identification and prioritization of risks inherent in meeting the requirements in Section 2 - Scope of Work. Includes a description of strategies to mitigate risks. If the Risk Assessment appears as a deliverable in Section 2 – Scope of Work, that version shall be a final version. Any subsequent versions shall be approved through a formal configuration or change management process.

- 6) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal. Master Contractors shall avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.
- 7) Proposed Tools: A description of any tools, for example hardware and/or software applications that shall be used to facilitate the work.

### **3.2.1.2 Proposed Key Personnel and Staffing Plan**

Master Contractor shall propose **three named (key) resources** in response to this TORFP

- 1) The Master Contractor shall provide a staffing plan, identifying its proposed TO Manager and describing how the Master Contractor intends to staff this TO to meet the DHMH's needs. As part of the staffing plan, the Master Contractor shall submit the resumes of key proposed staff to complete the work required by the Contract. The resumes and staffing plan shall highlight any staff's work on projects. This shall include the Master Contractor's strategy for using in-house resources or subcontractors, or both.
- 2) Identify and provide resumes for all proposed personnel by labor category. The resume shall feature prominently the proposed personnel's skills and experience as they relate to the Master Contractor's proposed solution and Section 2 – Scope of Work.
- 3) Provide the names and titles of the Master Contractor's management staff who shall supervise the personnel and quality of services rendered under this TO Agreement.
- 4) Complete and provide, Attachment 5 – Labor Classification Personnel Resume Summary for all proposed personnel.

### **3.2.1.3 MBE Participation**

Submit completed MBE documents Attachment 2 - Forms D-1 and D-2.

### **3.2.1.4 Subcontractors**

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

### **3.2.1.5 Master Contractor and Subcontractor Experience and Capabilities**

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



- a) Name of organization.
- b) Point of contact name, title, e-mail and telephone number
- c) Services provided as they relate to Section 2 - Scope of Work.
- d) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
- e) Dollar value of the contract.
- f) Whether the contract was terminated before the original expiration date.
- g) Whether any renewal options were not exercised.

Note - State of Maryland experience can be included as part of Section D2 above as project or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

#### **3.2.1.6 Proposed Facility**

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

#### **3.2.1.7 State Assistance**

Provide an estimate of expectation concerning participation by State personnel.

#### **3.2.1.8 Confidentiality**

A Master Contractor shall 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, shall not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

#### **3.2.1.9 Federal Assurance**

The TO Contractor shall certify that they are in compliance with the following Federal Assurances:

Required Federal Assurances: Suspension and debarment actions preclude companies and individuals from participating in Government contracts or subcontracts. Suspension or debarment by one Federal agency is Government wide and prohibits a company from doing business with other agencies. In accordance with this assurance, the TO Contractor understands that it must comply with Federal Executive Order 11246, related to Equal Employment Opportunity; Section 306 of the Federal Clean Air Act, Section 308 of the Federal Clean Water Act; Anti-Lobbying Act; Americans with Disabilities Act; Drug-Free Workplace requirements and that it has certified that neither it nor its principals are debarred or suspended from Federal financial assistance programs and activities and to complete and return in pursuit of such certification any appropriate form required by the State agency (see Federal Executive Order 12549 and 7 CFR Part 3017).

#### **3.2.1.10 TO Contractor Minimum Qualification**

The TO Contractor shall complete and sign [Attachment 16 Minimum Qualification Verification Form](#), which shall be included with the Offeror's proposal.

### **3.2.2 TO FINANCIAL PROPOSAL**

- 1) A description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal);

- 2) Attachment 1.1 (Time and Materials) and Attachment 1.2 (Fixed Price) - Completed Price Proposal with all rates fully loaded.

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## **SECTION 4 – TASK ORDER AWARD PROCESS**

### **4.1 OVERVIEW**

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

### **4.2 TECHNICAL PROPOSAL EVALUATION CRITERIA**

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

- A) Experience and Qualifications of the Proposed Staff
- B) Proposed Solution, Work Breakdown Structure and Work Schedule (i.e. - shall include contingency plan, transition plan and quarterly maintenance plan)
  - 1) Corporate Qualifications
  - 2) Risks and Assumptions
- C) Executive Summary

### **4.3 SELECTION PROCEDURES**

- A) TO Proposals shall be assessed throughout the evaluation process for compliance with the company minimum qualifications, the minimum personnel qualifications in Section 2.8.1 and quality of responses to Section 3.2.1 of the TORFP. TO Proposals deemed technically qualified shall have their financial proposal considered. All others will be deemed not reasonably susceptible to award and will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- B) The State will conduct oral presentations with key personnel proposed in each TO Proposal that meets minimum qualifications.
- C) TO Financial Proposals will be reviewed for Qualified TO Proposals, then and ranked from lowest to highest price proposed.
- D) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit shall have greater weight than price.

### **4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT**

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

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## ATTACHMENT 1.1 - PRICE PROPOSAL

### PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS+ TORFP # M00B4400295/OPASS # 14-13757

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

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

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

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

Job Title from TORFP	CATS+ Labor Category Proposed by TO Contractor	Hourly Labor Rate (A)	Total Class Hours (B)	Total Proposed CATS+ TORFP Price (C)
Senior Computer Programmer		\$	2000	\$
Junior Computer Programmer		\$	2000	\$
Junior Computer Programmer		\$	2000	\$
		<b>Evaluated Price Year 3</b>		\$
<b>Year 4</b>				
Program Manager		\$	2000	\$
Help Desk Support Specialist		\$	2000	\$
Quality Assurance Specialist		\$	2000	\$
Senior Support Technician		\$	2000	\$
Junior Support Technician		\$	2000	\$
Database Manager		\$	2000	\$
Senior Computer Programmer		\$	2000	\$
Junior Computer Programmer		\$	2000	\$
Junior Computer Programmer		\$	2000	\$
		<b>Evaluated Price Year 4</b>		\$
<b>Year 5</b>				
Program Manager		\$	2000	\$
Help Desk Support Specialist		\$	2000	\$
Quality Assurance Specialist		\$	2000	\$
Senior Support Technician		\$	2000	\$
Junior Support Technician		\$	2000	\$
Database Manager		\$	2000	\$
Senior Computer Programmer		\$	2000	\$
Junior Computer Programmer		\$	2000	\$
Junior Computer Programmer		\$	2000	\$
		<b>Evaluated Price Year 5</b>		\$
<b>Total Evaluated Price (Years 1 – 5)</b>				\$

\_\_\_\_\_  
Authorized Individual Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Tax ID #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

## ATTACHMENT 1.2 - PRICE PROPOSAL FORM

PRICE PROPOSAL (FIXED PRICE) FOR CATS+ TORFP # M00B4400295/OPASS # 14-13757

Identification	Deliverable	Proposed Price
<b>2.5.5</b>	<b>Maintain Backup/Disaster Recovery Facility</b>	
	<b>Year 1</b>	
	<b>Year 2</b>	
	<b>Year 3</b>	
	<b>Year 4</b>	
	<b>Year 5</b>	
<b>2.5.2.6</b>	<b>Maintain Production System Facility and Network Connectivity, Including T1 Line to USVI</b>	
	<b>Year 1</b>	
	<b>Year 2</b>	
	<b>Year 3</b>	
	<b>Year 4</b>	
	<b>Year 5</b>	
<b>2.5.1.6</b>	<b>Travel, including hotel, meal and transportation costs only*</b>	
	<b>Year 1</b>	<b>\$10,000</b>
	<b>Year 2</b>	<b>\$10,000</b>
	<b>Year 3</b>	<b>\$10,000</b>
	<b>Year 4</b>	<b>\$10,000</b>
	<b>Year 5</b>	<b>\$10,000</b>
Total Proposed Fixed Price		

\_\_\_\_\_  
Authorized Individual Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Tax ID #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\*NOTE: TRAVEL AMOUNTS ARE THE SAME FOR ALL POTENTIAL CONTRACTORS. ACTUAL TRAVEL COSTS WILL BE REIMBURSED PER SECTION 2.4.1.7.

## **ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

### **TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS**

#### **FOR CATS+ TORFP # M00B4400295 / OPASS #14-13757**

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

As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.

The TO Contractor must complete a separate Form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15<sup>th</sup> of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15<sup>th</sup> of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.

The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form D-6. The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.

4. It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15<sup>th</sup> of each month, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

**D-1 MDOT Certified MBE Utilization and Fair Solicitation Affidavit**  
(submit with bid or offer)

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

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

1. ☐ I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of \_\_\_\_ percent and, if specified in the solicitation, the following subgoals (complete for only those subgoals that apply):
- |                                |                             |
|--------------------------------|-----------------------------|
| ____ percent African American  | ____ percent Asian American |
| ____ percent Hispanic American | ____ percent Woman-Owned    |
- Therefore, I will not be seeking a waiver pursuant to COMAR 21.11.03.11.

**OR**

- ☐ I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.03.11.
2. I understand that if I am notified that I am the apparent awardee of a TORFP, I must submit the following additional documentation as directed in the TORFP.
- (a) MBE Participation Schedule (D-2)
  - (b) Outreach Efforts Compliance Statement (D-3)
  - (c) Subcontractor Project Participation Certification (D-4)
  - (d) Any other documentation, including D-7 waiver documentation, if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

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

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

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



\_\_\_\_\_  
Bidder/Offeror Name

*(PLEASE PRINT OR TYPE)*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Affiant

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

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

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

**SUBMIT THIS AFFIDAVIT WITH MASTER CONTRACT PROPOSAL**

### Attachment D-2 MBE Participation Schedule

<b>Prime Contractor:</b> (Firm Name, Address, Phone)	<b>Project Description:</b>
<b>Project Number:</b>	

#### List Information For Each Certified MBE Subcontractor On This Project

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

Continue on a separate page, if needed.

***SUMMARY***

Total <i>African-American</i> MBE Participation:	<u>                    </u> %
Total <i>Asian American</i> MBE Participation:	<u>                    </u> %
Total <i>Hispanic American</i> MBE Participation:	<u>                    </u> %
Total Woman-Owned MBE Participation:	<u>                    </u> %
Total <i>Other</i> Participation:	<u>                    </u> %
<b>Total <i>All MBE</i> Participation:</b>	<u>                    </u> %

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

\_\_\_\_\_  
Bidder/Offeror Name

(PLEASE PRINT OR TYPE)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Affiant

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

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

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

**SUBMIT THIS AFFIDAVIT WITH TORFP  
BID/PROPOSAL**

**ATTACHMENT D-3**  
**Outreach Efforts Compliance Statement**

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

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

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

\_\_\_\_\_  
Bidder/Offeror Printed Name

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

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

**ATTACHMENT D-4**  
**Subcontractor Project Participation Certification**

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

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

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

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

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

**PRIME CONTRACTOR SIGNATURE**

**SUBCONTRACTOR SIGNATURE**

By: \_\_\_\_\_ By: \_\_\_\_\_  
 Name, Title Name, Title  
 Date Date

This form is to be completed

**Attachment D-5**  
**Maryland Department of Information Technology**  
**Minority Business Enterprise Participation**  
**Prime Contractor Paid/Unpaid MBE Invoice Report**

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

Prime Contractor:		Contact Person:																																					
Address:																																							
City:		State:	ZIP:																																				
Phone:	FAX:	Email:																																					
Subcontractor Name:		Contact Person:																																					
Phone:	FAX:																																						
Subcontractor Services Provided:																																							
<b>List all payments made to MBE subcontractor named above during this reporting period:</b>  <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice#</u></th> <th style="width: 55%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="3">Total Dollars Paid: \$ _____</td> </tr> </tbody> </table>			<u>Invoice#</u>	<u>Amount</u>	1.			2.			3.			4.			Total Dollars Paid: \$ _____			<b>List dates and amounts of any outstanding invoices:</b>  <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice #</u></th> <th style="width: 55%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="3">Total Dollars Unpaid: \$ _____</td> </tr> </tbody> </table>			<u>Invoice #</u>	<u>Amount</u>	1.			2.			3.			4.			Total Dollars Unpaid: \$ _____		
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Total Dollars Unpaid: \$ _____																																							

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

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

(TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)	(TO PROCUREMENT OFFICER OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)
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This form must be completed by  
MBE subcontractor

**ATTACHMENT D-6**  
**Minority Business Enterprise Participation**  
**Subcontractor Paid/Unpaid MBE Invoice Report**

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

MBE Subcontractor Name: _____																					
MDOT Certification #: _____																					
Contact Person: _____		Email: _____																			
Address: _____																					
City: Baltimore	State: _____	ZIP: _____																			
Phone: _____	FAX: _____																				
<b>Subcontractor Services Provided:</b>																					
<b>List all payments received from Prime Contractor during reporting period indicated above.</b>  <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%; text-align: center;"><u>Invoice Amt</u></th> <th style="width: 40%; text-align: center;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1. _____</td><td>_____</td></tr> <tr><td>2. _____</td><td>_____</td></tr> <tr><td>3. _____</td><td>_____</td></tr> <tr> <td colspan="2"><b>Total Dollars Paid: \$</b> _____</td> </tr> </tbody> </table>	<u>Invoice Amt</u>	<u>Date</u>	1. _____	_____	2. _____	_____	3. _____	_____	<b>Total Dollars Paid: \$</b> _____		<b>List dates and amounts of any unpaid invoices over 30 days old.</b>  <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%; text-align: center;"><u>Invoice Amt</u></th> <th style="width: 40%; text-align: center;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1. _____</td><td>_____</td></tr> <tr><td>2. _____</td><td>_____</td></tr> <tr><td>3. _____</td><td>_____</td></tr> <tr> <td colspan="2"><b>Total Dollars Unpaid: \$</b> _____</td> </tr> </tbody> </table>	<u>Invoice Amt</u>	<u>Date</u>	1. _____	_____	2. _____	_____	3. _____	_____	<b>Total Dollars Unpaid: \$</b> _____	
<u>Invoice Amt</u>	<u>Date</u>																				
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3. _____	_____																				
<b>Total Dollars Paid: \$</b> _____																					
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1. _____	_____																				
2. _____	_____																				
3. _____	_____																				
<b>Total Dollars Unpaid: \$</b> _____																					
Prime Contractor: _____ Contact Person: _____																					

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

(TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)	(TO PROCUREMENT OFFICER OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)
---	---

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Required)

**Code of Maryland Regulations (COMAR)**  
**Title 21, State Procurement Regulations**  
*(regarding a waiver to a Minority Business Enterprise subcontracting goal)*

**COMAR 21.11.03.11 - Waiver.**

- A. If, for any reason, the apparent successful bidder or offeror is unable to achieve the contract goal for certified MBE participation, the bidder or offeror may request, in writing, a waiver to include the following:
- (1) A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBEs in order to increase the likelihood of achieving the stated goal;
  - (2) A detailed statement of the efforts made to contact and negotiate with certified MBEs including:
    - (a) The names, addresses, dates, and telephone numbers of certified MBEs contacted, and
    - (b) A description of the information provided to certified MBEs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;
  - (3) As to each certified MBE that placed a subcontract quotation or offer that the apparent successful bidder or offeror considers not to be acceptable, a detailed statement of the reasons for this conclusion;
  - (4) A list of minority subcontractors found to be unavailable. This list should be accompanied by an MBE unavailability certification (MBE Attachment D6) signed by the minority business enterprise, or a statement from the apparent successful bidder or offeror that the minority business refused to give the written certification: and
  - (5) The record of the apparent successful bidder or offeror's compliance with the outreach efforts required under Regulation .09B(2)(b).

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

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

- B. A waiver of a certified MBE contract goal may be granted only upon reasonable demonstration by the bidder or offeror that certified MBE participation was unable to be obtained or was unable to be obtained at a reasonable price and if the agency head or designee determines that the public interest is served by a waiver. In making a determination under this section, the agency head or designee may consider engineering estimates, catalogue prices, general market availability, and availability of certified MBEs in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE and non-MBE cost of participation, and their impact on the overall cost of the contract to the State and any other relevant factor.



- C. An agency head may waive any of the provisions of Regulations .09-.10 for a sole source, expedited, or emergency procurement in which the public interest cannot reasonably accommodate use of those procedures.
- D. When a waiver is granted, except waivers under Section C, one copy of the waiver determination and the reasons for the determination shall be kept by the MBE Liaison Officer with another copy forwarded to the Office of Minority Affairs.

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

**Section I (to be completed by PRIME CONTRACTOR)**

I hereby certify that the firm of \_\_\_\_\_  
Name of Prime Contractor)

located at \_\_\_\_\_,  
(Number) (Street) (City) (State) (Zip)

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

\_\_\_\_\_ located at \_\_\_\_\_,  
(Number) (Street) (City) (State) (Zip)

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

List below the type of work/ service requested:

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

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

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

\_\_\_\_\_  
(Number) (Street) (City) (State) (Zip)

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

**Note:** Certified minority business enterprise must complete Section II

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

I hereby certify that the firm of \_\_\_\_\_ MBE Cert.# \_\_\_\_\_  
(Name of MBE Firm)  
located at \_\_\_\_\_  
(Number) (Street) (City) (State) (Zip)  
was offered the opportunity to bid on project number \_\_\_\_\_, ON \_\_\_\_\_  
(Date)  
by \_\_\_\_\_  
(Prime Contractor's Name) (Prime Contractor Official's Name) (Title)

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

\_\_\_\_\_  
(Name) (Title) (Phone)  
\_\_\_\_\_  
(Signature) (Fax Number)

## **ATTACHMENT 3 – TASK ORDER AGREEMENT**

### **CATS+ TORFP# M00B4400295 OF MASTER CONTRACT #060B2490023**

This Task Order Agreement (“TO Agreement”) is made this day of Month, 20XX by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, Maryland WIC Program.

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
  - a. “Agency” means the Maryland WIC Program, as identified in the CATS+ TORFP # M00B4400295.
  - b. “CATS+ TORFP” means the Task Order Request for Proposals # M00B4400295, dated MONTH DAY, YEAR, including any addenda.
  - c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated MONTH DAY, YEAR.
  - d. “TO Procurement Officer” means Michael Howard, Deputy Director of Procurement. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
  - e. “TO Agreement” means this signed TO Agreement between the Maryland WIC Program and TO Contractor.
  - f. “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_.
  - g. “TO Manager” means Deborah Morgan of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Proposal – Technical.
  - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Proposal - Financial.
  - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
  - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
  - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
    - a. The TO Agreement,
    - b. Exhibit A – CATS+ TORFP
    - c. Exhibit B – TO Proposal-Technical
    - d. Exhibit C – TO Proposal-Financial

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

### 3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS+ TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of \_\_\_\_\_, commencing on the date of Notice to Proceed and terminating on December 31, 2018.

### 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 the total amount of the task order. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.

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

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

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

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

**TO Contractor Name**

\_\_\_\_\_  
By: Type or Print TO Contractor POC

\_\_\_\_\_  
Date

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

STATE OF MARYLAND, Maryland WIC Program

\_\_\_\_\_  
By: Michael Howard, TO Procurement Officer

\_\_\_\_\_  
Date

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

## **ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

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

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

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

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

SUBMIT AS A .PDF FILE WITH TO RESPONSE

# **ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY**

## **INSTRUCTIONS:**

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B2490023.
2. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS+ TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. This summary is required at the time of the interview.

For example: If you propose John Smith, who is your subcontractor, and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as three months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement; in this case, three months.

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



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

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

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

**TO Contractor's Contract Administrator:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Proposed Individual:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

SUBMIT WITH TECHNICAL PROPOSAL  
SIGNATURE REQUIRED AT THE TIME OF THE INTERVIEW

# **ATTACHMENT 6 – DIRECTIONS TO THE PRE-TO PROPOSAL CONFERENCE**

## **Directions to DHMH-WIC Main Office**

**Herbert R. O'Connor Building (State Office Building #4)  
Conference Room 100  
201 W Preston Street; Baltimore, MD 21201**

**The entrance is between 201 and 301 W Preston Street Buildings.**

### **From North of Baltimore**

1. Take the Jones Falls Expressway (I-83) south to the Maryland Avenue Exit (Exit 5).
2. Make a left onto Maryland Avenue and continue to the second traffic light at Preston Street.
3. Make a right onto Preston Street and continue to the second traffic light at Howard Street.
4. Make a left onto Howard Street. Continue on Howard and make a right turn at the first traffic light into the Maryland State Center.
5. 201 West Preston Street will be on the left side of the street. The meeting is in Room 100 on the 1<sup>st</sup> Floor.

### **From I-95 South**

1. Take exit 53 onto Martin Luther King Boulevard.
2. Proceed approximately two miles to Eutaw Street.
3. Make a left onto Eutaw Street.
4. Make a right onto Preston Street.
5. 201 West Preston Street will be on the right side of the street. The meeting is in Room 100 on the 1<sup>st</sup> Floor.

### **From I-95 North**

1. Go through the Fort McHenry Tunnel.
2. Take exit 53 onto Martin Luther King Boulevard.
3. Proceed approximately two miles to Eutaw Street.
4. Make a left onto Eutaw Street.
5. Make a right onto Preston Street.
6. 201 West Preston Street will be on the right side of the street. The meeting is in Room 100 on the 1<sup>st</sup> Floor.

### **From the Baltimore-Washington Parkway (295)**

1. The Baltimore-Washington Parkway turns into Russell Street.
2. Just past the Ravens Football Stadium, take the right exit toward Martin Luther King Boulevard.
3. Make a left onto Eutaw Street.
4. Make a right onto Preston Street.
5. 201 West Preston Street will be on the right side of the street. The meeting is in Room 100 on the 1<sup>st</sup> Floor.

### **Parking**

There is metered parking on Preston Street and Eutaw Street, and a surface parking lot located on Preston Street, across from 201 W. Preston Street.

## ATTACHMENT 7 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ Task Order Agreement #M00B4400295

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Ms. Deborah Morgan of the Maryland WIC Program will serve as the TO Manager and your contact person on this Task Order. She can be reached at telephone (410) 767-5658.

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

Sincerely,

Michael Howard

Task Order Procurement Officer

Enclosures (2)

cc: Deborah Morgan

Procurement Liaison Office, Department of Information Technology

Project Management Office, Department of Information Technology

## ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

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

TO Agreement Number: # M00B4400295

Title of Deliverable: \_\_\_\_\_

TORFP Reference Section # \_\_\_\_\_

Deliverable Reference ID # \_\_\_\_\_

Name of TO Manager: Deborah Morgan

\_\_\_\_\_  
TO Manager Signature

\_\_\_\_\_  
Date Signed

Name of TO Contractor's Project Manager: \_\_\_\_\_

\_\_\_\_\_  
TO Contractor's Project Manager Signature

\_\_\_\_\_  
Date Signed

SUBMIT AS REQUIRED IN THE TORFP.

## ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Maryland WIC Program

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

TO Manager: Deborah Morgan (410) 767-5658

### To:

The following deliverable, as required by TO Agreement # M00B4400295, has been received and reviewed in accordance with the TORFP.

Title of deliverable: \_\_\_\_\_

TORFP Contract Reference Number: Section # \_\_\_\_\_

Deliverable Reference ID # \_\_\_\_\_

This deliverable:

☐ **Is accepted as delivered.**

☐ **Is rejected for the reason(s) indicated below.**

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

\_\_\_\_\_  
TO Manager Signature

\_\_\_\_\_  
Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN THE TORFP.

## ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)

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

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS+ TORFP # M00B4400295 for WIC on the Web (WOW) System Support. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to \_\_\_\_\_. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

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

FFEROR: \_\_\_\_\_ BY: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUBMIT AS REQUIRED IN THE TORFP

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

**THIS NON-DISCLOSURE AGREEMENT** (“Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the State of Maryland ("the State"), acting by and through its Department of Health and Mental Hygiene (the “Department”), and \_\_\_\_\_ (“TO Contractor”), a corporation with its principal business office located at \_\_\_\_\_ and its principal office in Maryland located at \_\_\_\_\_.

## RECITALS

**WHEREAS**, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for WIC on the Web (WOW) System Support, TORFP No. M00B4400295 dated \_\_\_\_\_, (the “TORFP”) issued under the Consulting and Technical Services+ procurement issued by the Department, Project Number 060B2490023; and

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

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

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

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

**TO Contractor/TO Contractor's Personnel:**

**Department of Health and Mental Hygiene:**

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

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

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

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

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

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

SUBMIT AS REQUIRED IN THE TORFP



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

Printed Name and Address  
of Employee or Agent

Signature

Date

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

## ATTACHMENT 12 – TO CONTRACTOR SELF-REPORTING CHECKLIST

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

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

<p>C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>
<b>Section 3 – Substitution of Personnel</b>
<p>A) Has there been any substitution of personnel?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, skip to Section 4.)</b></p>
<p>B) Did the Master Contractor request each personnel substitution in writing?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>
<p>C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>
<p>D) Was the substitute approved by the agency in writing?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>
<b>Section 4 – MBE Participation</b>
<p>A) What is the MBE goal as a percentage of the TO value? <b>(If there is no MBE goal, skip to Section 5)</b>          _____          %</p>
<p>B) Are MBE reports D-5 and D-6 submitted monthly?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>
<p>C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO)          _____          %  <b>(Example - \$3,000 was paid to date to the MBE sub-contractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% (<math>3,000 \div 10,000 = 0.30</math>))</b></p>
<p>D) Is this consistent with the planned MBE percentage at this stage of the project?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>
<p>E) Has the Master Contractor expressed difficulty with meeting the MBE goal?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>    <b>(If yes, explain the circumstances and any planned corrective actions)</b>          _____</p>
<b>Section 5 – TO Change Management</b>
<p>A) Is there a written change management procedure applicable to this TO?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>

B) Does the change management procedure include the following?

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

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

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

C) Have any change orders been executed?

Yes ☐ No ☐

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

\_\_\_\_\_

D) Is the change management procedure being followed?

Yes ☐ No ☐ (If no, explain why) \_\_\_\_\_

## **ATTACHMENT 13 – LIVING WAGE AFFIDAVIT OF AGREEMENT**

Contract No. \_\_\_\_\_  
Name of Contractor \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

### **If the Contract is Exempt from the Living Wage Law**

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

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

### **If the Contract is a Living Wage Contract**

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

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

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

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

Name of Authorized Representative:

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

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

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

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

\_\_\_\_\_

# ATTACHMENT 14 – MAXIMUM PER DIEM RATES OUTSIDE THE CONTINENTAL UNITED STATES

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

COUNTRY/STATE: VIRGIN ISLANDS US

PUBLICATION DATE (MM DD YY): 060113

### NOTES

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

\* All rates are in US Dollars

Locality	Seasons (Beg-End)	Maximum Lodging	Local Meals	Proportional Meals	Local Incidental	Footnote	Footnote Rate	Maximum Per Diem	Effective Date
ST. CROIX	04/15-12/14	135	74	43	18			227	05/01/2006
ST. CROIX	12/15-04/14	187	78	45	19			284	05/01/2006
ST. JOHN	04/15-12/14	163	79	46	19			261	05/01/2006
ST. JOHN	12/15-04/14	220	83	48	21			324	05/01/2006
ST. THOMAS	04/15-12/14	240	84	48	21			345	05/01/2006
ST. THOMAS	12/15-04/14	299	89	51	22			410	05/01/2006

\*Use the OTHER rate if neither the CITY nor MILITARY INSTALLATION is listed.

## ATTACHMENT 15 - FEDERAL FORMS ATTACHMENT B

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

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

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



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

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

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

Programs may direct to enforce such provisions, including action for non-compliance.

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

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

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

## **CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

GRANT NO: \_\_\_\_\_

STATE: \_\_\_\_\_

U.S. Department of Health and Human Services

Certification Regarding Lobby

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

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

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

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

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

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

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

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

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

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

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

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

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



Continuation Sheet

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

Authorized for Local Reproduction Standard Form-LLL-A

## ATTACHMENT 16 – MINIMUM QUALIFICATION VERIFICATION FORM

Please complete the requested information below.

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

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

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

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

**Item C:** Application should be similar in complexity to the Maryland WOW system with at least 300 screens. Describe how this application’s complexity is similar to the Maryland WOW system.

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

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

_____	
TO Contractor’s Signature	Date Signed
_____	
Print	
_____	
Title	

SUBMIT AS A .PDF FILE WITH THE PROPOSAL

## ATTACHMENT 17 – CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

***The Investment Activities in Iran list is located at: [www.bpw.state.md.us](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: \_\_\_\_\_

## ATTACHMENT 18 – SAMPLE WORK ORDER

WORK ORDER		Work Order #		Contract #	
This Work Order is issued under the provisions of a <span style="background-color: #00FFFF;">XXX</span> contract. The services authorized are within the scope of services set forth in the <i>Purpose</i> of the work order.					
1.1.1.1 <u>Purpose</u>					
1.1.1.2 <u>Statement of Work</u>					
<u>Requirements:</u>					
<u>Deliverable(s), Acceptance Criteria and Due Date(s):</u>					
<b>Deliverables are subject to review and approval by AGENCY prior to payment.</b> <i>(Attach additional sheets if necessary)</i>					
1.1.1.3 <u>Start Date</u>				1.1.1.4 <u>End Date</u>	
<b>Cost</b>					
Description for Task / Deliverables		Quantity (if applicable)	Labor Hours (Hrs.)	Labor Rate	Estimate Total
1.				\$	\$
2.				\$	\$
*Include WBS, schedule and response to requirements.		AGENCY shall pay an amount not to exceed			\$
<b>TO Contractor</b>  <hr/> _____ (Signature) Contractor Authorized Representative      (Date)		<b>AGENCY Approval</b>  <hr/> _____ (Signature)      AGENCY TO Manager      (Date)			
POC	Name) <i>(Print</i>	TO Manager		Name) <i>(Print Name)</i>	
Telephone No.		Telephone No.			
Email:		Email:			

# ATTACHMENT 19 - PERFORMANCE EVALUATION FORM (PEF)

(The TO Contractor shall submit one PEF for each employee as required)

Evaluation Month & Year:

Employee Name:

Role (TORFP Section 2.X):

Labor Category:

TO Contractor Name:

TO Contractor Contact:

MSDE TO Manager:

TO Requesting Agency:

TO Agreement Name:

TO Agreement #:

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

## TO CONTRACTOR PERSONNEL PERFORMANCE RATING\*

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

\*TO Contractor Personnel should maintain a "Satisfactory" rating for each performance area. For any unsatisfactory ratings, the TO Manager may invoke the Mitigation Procedures for Unsatisfactory Performance as defined in Section 2.X of TORFP. The TO Manager also may indicate "rejected" below and withhold payment pending employee performance mitigation or employee substitution.

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

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

OTHER COMMENTS:

\_\_\_\_\_  
TO Manager Signature

\_\_\_\_\_  
Date Signed