



## REQUEST FOR PROPOSALS

SOLICITATION NO. DHMH OPASS 15-14260

**Issue Date: October 28, 2014**

**Support and Maintenance for the Electronic Data Interchange  
Transaction Processing System (EDITPS) and the Medicaid  
Management Information System II (MMIS II)**

### NOTICE

A Prospective Offeror that has received this document from the Department of Health and Mental Hygiene's website or <https://emaryland.buyspeed.com/bsol/>, or that has received this document from a source other than the Procurement Officer, and that wishes to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide the Prospective Offeror's name and mailing address so that addenda to the RFP or other communications can be sent to the Prospective Offeror.

**Minority Business Enterprises Are Encouraged to Respond to this Solicitation**



**STATE OF MARYLAND**  
**NOTICE TO VENDORS**

In order to help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding this solicitation. Please return your comments with your response. If you have chosen not to respond to this Contract, please email or fax this completed form to the attention of the Procurement Officer (see Key Information Sheet below for contact information).

Title: **Support and Maintenance for EDITPS and MMIS II**  
 Solicitation No: **DHMH OPASS – 15-14260**

1. If you have chosen not to respond to this solicitation, please indicate the reason(s) below:

- Other commitments preclude our participation at this time.
- The subject of the solicitation is not something we ordinarily provide.
- We are inexperienced in the work/commodities required.
- Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- The scope of work is beyond our present capacity.
- Doing business with the State of Maryland is simply too complicated. (Explain in REMARKS section.)
- We cannot be competitive. (Explain in REMARKS section.)
- Time allotted for completion of the Bid/Proposal is insufficient.
- Start-up time is insufficient.
- Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
- Bid/Proposal requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- MBE or VSBE requirements. (Explain in REMARKS section.)
- Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- Payment schedule too slow.
- Other: \_\_\_\_\_

2. If you have submitted a response to this solicitation, but wish to offer suggestions or express concerns, please use the REMARKS section below. (Attach additional pages as needed.)

REMARKS:

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

Vendor Name: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

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

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



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STATE OF MARYLAND  
DEPARTMENT OF HEALTH AND MENTAL HYGIENE  
RFP KEY INFORMATION SUMMARY SHEET

**RFP Title:** Support and Maintenance EDITPS and MMIS II

**RFP Number:** DHMH OPASS: 15-14260

**RFP Issue Date:** October 28, 2014

**RFP Issuing Department or Agency:** Maryland Department of Health and Mental Hygiene  
Office of Operations, Systems and Pharmacy (OSOP)  
201 W. Preston Street Room SS-9  
Baltimore, MD 21201

**Procurement Officer:** Michael Howard  
Office of Procurement and Support Services (OPASS)  
201 W. Preston Street Room 418 B  
Baltimore, MD 21201  
Phone: (410) 767-5816 Fax: (410) 333-5958  
e-mail: Michael.Howard@Maryland.gov

**Contract Officer:** Queen Davis  
Office of Procurement and Support Services (OPASS)  
201 W. Preston Street Room 418 D  
Baltimore, MD 21201  
Phone: (410) 767-5335 Fax: (410) 333-5958

**Contract Monitor:** Lee Russell  
Office of Operations, Systems, and Pharmacy (OSOP)  
201 W. Preston Street Room SS-18  
Baltimore, MD 21201  
Phone: (410) 767-5337 Fax: (410) 333-7186  
e-mail: Lee.Russell@Maryland.gov

**Send Proposals to:** Maryland Department of Health and Mental Hygiene  
Office of Procurement and Support Services  
201 W. Preston Street, Room 416B  
Baltimore, Maryland 21201  
Attention: Queen Davis

**Pre-Proposal Conference:** Thursday, November 13, 2014 at 10 a.m. Local Time  
201 W. Preston Street, Room L-1, Baltimore, MD 21201



MARYLAND DEPARTMENT OF HEALTH AND MENTAL HYGIENE  
REQUEST FOR PROPOSALS  
SUPPORT AND MAINTENANCE FOR EDITPS AND MMIS II



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**Proposals Due Date and Time:** **Thursday, December 11, 2014 at 2:00 p.m. Local Time**

**MBE Subcontracting Goal:** **30 % with sub-goals for Women-owned of 8 %, African American-owned of 7 % and Hispanic American-owned of 2 %**

**VSBE Subcontracting Goal:** **0 %**

**Send Questions (e-mail only) to:** **e-mail address: [dhmh.solicitationquestions@maryland.gov](mailto:dhmh.solicitationquestions@maryland.gov)**

**Contract Type:** **Fixed Price (EDIFECS one (1) license) and Time and Materials**

**Contract Duration:** **Three (3) Base Years with up to Four (4) 1-year options**



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## SECTION 1. GENERAL INFORMATION

### 1.1 Summary Statement

The Maryland Department of Health and Mental Hygiene (DHMH or the Department), Medicaid Office of Systems, Operations and Pharmacy (OSOP), is issuing this Request for Proposals (RFP) to provide on-going technical and business support and maintenance services for the Medicaid Management Information System II (MMIS II) and the Electronic Data Interchange Transaction Processing System (EDITPS).

It is the State's intention to obtain services, as specified in this RFP, from a Contract between the selected Offeror and the State. The anticipated duration of services to be provided under this Contract is three (3) years with up to four (4) one-year options. See Section 1.4 for more information.

The Department intends to make a single award as a result of this RFP.

Offerors, either directly or through their subcontractor(s), must be able to provide all services and meet all of the requirements requested in this solicitation and the successful Offeror (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.

### 1.2 Abbreviations and Definitions

For the purposes of this RFP, the following abbreviations and terms have the meanings indicated below:

- A. **Business Day(s)** – The official Working Days of the week to include Monday through Friday. Official Working Days exclude State Holidays (see definition of “Normal State Business Hours” below).
- B. **Calendar Day(s)** – The period from one midnight to the following midnight
- C. **COMAR** – Code of Maryland Regulations available on-line at [www.dsd.state.md.us](http://www.dsd.state.md.us).
- D. **Common Client Index (CCI)** - The CCI is a matching application using VisionWare's MultiVue software that matches common attributes in disparate files to identify common Medicaid recipients.
- E. **Contract** – The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of see Attachment A.
- F. **Contract Commencement** - The date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required. See Section 1.4.
- G. **Contract Monitor (CM)** – The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope.
- H. **Contract Officer (CO)** – The Office of Procurement and Support Services (OPASS) designated individual assigned to facilitate the procurement process. The Procurement Officer may designate the Contract Officer to conduct components of the procurement on behalf of the Procurement Officer.
- I. **Contractor** – The selected Offeror that is awarded a Contract by the State.
- J. **Department or DHMH** – Maryland Department of Health and Mental Hygiene.

- K. **DHMH Management**- State supervisory personnel within DHMH OSOP.
- L. **eMM** – eMaryland Marketplace (see **Section 1.8**).
- M. **Go-Live Date** – The date when the Contractor must begin providing all services required by this solicitation. See **Section 1.4**.
- N. **Key-Personnel** – Any of the four (4) named resources (**Table 3-2**) to perform work under the scope of this Request for Proposal (RFP). All Key personnel shall start as of the Notice to Proceed (NTP) unless otherwise specified.
- O. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- P. **MARS**- Management Administration Reporting Subsystem (MARS) which is a subsystem of MMIS II.
- Q. **Minority Business Enterprise (MBE)** – Any legal entity certified as defined at COMAR 21.01.02.01B(54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- R. **Normal State Business Hours** - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) – keyword: State Holidays.
- S. **Non Key-Personnel** –Any of the twenty-two (22) individuals identified (**Table 3-3** and **Table 3-4**) to perform work under the scope of this Request for Proposal (RFP). Non-Key personnel are all other staff which are not identified as Key Personnel.
- T. **Notice to Proceed (NTP)** – A written notice from the Procurement Officer that, subject to the conditions of the Contract, work under the Contract is to begin as of a specified date. The start date listed in the NTP is the Go Live Date, and is the official start date of the Contract for the actual delivery of services as described in this solicitation. After Contract Commencement, additional NTPs may be issued by either the Procurement Officer or the Department Contract Monitor regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- U. **Offeror** – An entity that submits a Proposal in response to this RFP.
- V. **OSOP Project Manager** – The State representative who has the official authority for the projects’ oversight. The OSOP Project Manager is responsible for the day-to-day operations. The Office of Systems, Operations and Pharmacy (OSOP) will appoint the OSOP Project Manager. DHMH may change the Project Manager at any time by written notice to the Contractor.
- W. **Procurement Coordinator** – The State representative designated by the Procurement Officer to perform certain duties related to this solicitation which is expressly set forth herein.
- X. **Procurement Officer** – The State representative for the resulting Contract. The Procurement Officer is responsible for the Contract and is the only State representative who can authorize changes to the Contract. DHMH may change the Procurement Officer at any time by written notice to the Contractor.
- Y. **Proposal** – As appropriate, either or both of an Offeror’s Technical or Financial Proposal.
- Z. **Request for Proposals (RFP)** – This Request for Proposals issued by the Maryland Department of Health and Mental Hygiene the Office of Systems, Operations and Pharmacy (OSOP), Solicitation Number OPASS 15–14260 dated October 28, 2014 including any addenda.



AA.**State** – The State of Maryland.

BB.**Total Proposal Price** - The Offeror’s total proposed price for services in response to this solicitation, included in the Financial Proposal with **Attachment F** – Price Form, and used in the financial evaluation of Proposals (see **Section 5.3**).

CC.**Trading Partners**- A DHMH approved entity that submits and/or receives HIPAA EDI transactions.

DD.**Transition Period** – NTP+ thirty (30) calendar days.

EE. **Veteran-owned Small Business Enterprise (VSBE)** – a business that is verified by the Center for Veterans Enterprise of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.

FF. **Working Day(s)** – Same as “Business Day(s).”

**1.3 Contract Type**

The Contract that results from this RFP shall be a Multi-Year contract to include three (3) years plus up to four (4) option years as defined in COMAR 21.06.03.09 at a fixed price (EDIFECS one (1) license) and time and materials as defined in COMAR 21.06.03.05A(2).

**1.4 Contract Duration**

The Contract that results from this solicitation shall commence as of the date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required (“Contract Commencement”).

The period of time from the date of Contract Commencement through the Go-Live Date (see **Section 1.2**) will be the Contract “Start-up Period.” During the Start-up Period the Contractor shall perform start-up activities such as are necessary to enable the Contractor to begin the successful performance of Contract activities as of the Go Live Date. No compensation will be paid to the Contractor for any activities it performs during the Start-up Period.

As of the Go-Live Date contained in a Notice to Proceed (see **Section 1.2**), the Contractor shall perform all activities required by the Contract, including the requirements of this solicitation, and the offerings in its Technical Proposal, for the compensation described in its Financial Proposal.

The duration of the Contract will be for the period of time from Contract Commencement to the Go-Live Date plus three (3) years from the Go-Live Date for the provision of all services required by the Contract and the requirements of this solicitation. This contract may be extended for four (4) periods of one (1) year each at the sole discretion of the Department and at the prices quoted in the Financial Proposal Form for Option Years.

The Contractor’s obligations to pay invoices to subcontractors that provided services during the Contract term, as well as the audit, confidentiality, document retention, and indemnification obligations of the Contract (see **Attachment A**) shall survive expiration or termination of the Contract and continue in effect until all such obligations are satisfied.

**1.5 Procurement Officer**

The sole point of contact in the State for purposes of this RFP prior to the award of a Contract is the Procurement Officer as listed in Key Information Summary Sheet.

The Department may change the Procurement Officer at any time by written notice.



The Procurement Officer designates the following individual as the Procurement Coordinator. The Department may change the Procurement Coordinator at any time by written notice.

Jane Rutkowski  
E-mail: [Jane.Rutkowski@maryland.gov](mailto:Jane.Rutkowski@maryland.gov)

### 1.6 Contract Monitor

The Department may change the Contract Monitor at any time by written notice. The Contract Monitor is listed in the Key Information Summary Sheet.

### 1.7 Pre-Proposal Conference

A Pre-Proposal Conference (the Conference) will be held on Thursday, November 13, 2014, beginning at 10 a.m. Local Time, at 201 W. Preston Street, Conference L-1, Baltimore, MD 21201. All prospective Offerors are encouraged to attend in order to facilitate better preparation of their proposals.

The Conference will be summarized in writing. As promptly as is feasible subsequent to the Conference, a summary of the Conference and all questions and answers known at that time will be distributed to all prospective Offerors known to have received a copy of this RFP. This summary, as well as the questions and answers, will also be posted on eMaryland Marketplace. See **Section 1.8**.

In order to assure adequate seating and other accommodations at the Conference, please e-mail or fax the Pre-Proposal Conference Response Form to the attention of the Procurement Coordinator no later than 4:00 p.m. Local Time on Tuesday, November 11, 2014. The Pre-Proposal Conference Response Form is included as **Attachment E** to this RFP. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please notify the Procurement Coordinator no later than Monday, November 10, 2014 at 2:00 p.m. Local Time. The Department will make a reasonable effort to provide such special accommodation.

### 1.8 eMarylandMarketplace (eMM)

eMM is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DhMH website (<http://www.dhmh.maryland.gov/procumnt/SitePages/procopps.aspx>) and possibly other means for transmitting the RFP and associated materials, the solicitation and summary of the Pre-Proposal Conference, Offeror questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be provided via eMM.

In order to receive a contract award, a vendor shall be registered on eMM. Registration is free. Go to <https://emaryland.buyspeed.com/bsol/login.jsp>, click on "Register" to begin the process, and then follow the prompts.

### 1.9 Questions

Written questions from prospective Offerors will be accepted in email format only by the Procurement Officer prior to the Pre-Proposal Conference. If possible and appropriate, such questions will be answered at the Pre-Proposal Conference. (No substantive question will be answered prior to the Conference.) Questions to the Procurement Officer shall be submitted via e-mail to the following e-mail address: [dhmh.solicitationquestions@maryland.gov](mailto:dhmh.solicitationquestions@maryland.gov). Please identify in the subject line the Solicitation Number and Title. Questions, both oral and written, will also be accepted from prospective Offerors attending 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 and should be submitted to the Procurement Officer (see above email address) in a timely manner prior to the Proposal due date. Questions are requested to be submitted at least five (5) days prior to the Proposal due date. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Proposal due date. Time permitting, answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all vendors that are known to have received a copy of the RFP in sufficient time for the answer to be taken into consideration in the Proposal.

#### **1.10 Procurement Method**

This Contract will be awarded in accordance with the Competitive Sealed Proposals method under COMAR 21.05.03.

#### **1.11 Proposals Due (Closing) Date and Time**

Proposals, in the number and form set forth in **Section 4.2** “Proposals” shall be received by the Procurement Officer at the address listed on the Key Information Summary Sheet, no later than the date and time listed on the Key Information Summary Sheet in order to be considered.

Requests for extension of this time or date will not be granted. Offerors mailing Proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, Proposals received after the due date and time listed in this section will not be considered.

Proposals may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set forth in this section for receipt of Proposals.

Proposals may not be submitted by e-mail or facsimile. Proposals will not be opened publicly.

Vendors not responding to this solicitation are requested to submit the “Notice to Vendors” form, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements). This form is located in the RFP immediately following the Title Page ([page i](#)).

#### **1.12 Multiple or Alternate Proposals**

Multiple and/or alternate Proposals will not be accepted.

#### **1.13 Economy of Preparation**

Proposals should be prepared simply and economically and provide a straightforward and concise description of the Offeror’s Proposal to meet the requirements of this RFP.

#### **1.14 Public Information Act Notice**

An Offeror should give specific attention to the clear identification of those portions of its Proposal that it considers confidential and/or proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Md. Code Ann., State Government Article, Title 10, Subtitle 6. (Also, see RFP Section **4.4.1.2**). This confidential and/or proprietary information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal and if applicable, separately in the Financial Proposal.



Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information shall be disclosed.

### **1.15 Award Basis**

The Contract shall be awarded to the responsible Offeror submitting the Proposal that has been determined to be the most advantageous to the State, considering price and evaluation factors set forth in this RFP (see COMAR 21.05.03.03F), for providing the goods and services as specified in this RFP. See RFP Section 5 for further award information.

### **1.16 Oral Presentation**

Offerors may be required to make oral presentations to State representatives. Offerors shall confirm in writing any substantive oral clarification of, or change in, their Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Proposal and are binding if the Contract is awarded. The Procurement Officer will notify Offerors of the time and place of oral presentations.

### **1.17 Duration of Proposal**

Proposals submitted in response to this RFP are irrevocable for the latest of the following: 120 days following the closing date for submission of proposals, best and final offers (if requested), or the date any protest concerning this RFP is finally resolved. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

### **1.18 Revisions to the RFP**

If it becomes necessary to revise this RFP before the due date for Proposals, the Department shall endeavor to provide addenda to all prospective Offerors that were sent this RFP or which are otherwise known by the Procurement Officer to have obtained this RFP. In addition, addenda to the RFP will be posted on the DHMH Current Procurements web page and through eMM. It remains the responsibility of all prospective Offerors to check all applicable websites for any addenda issued prior to the submission of Proposals. Addenda made after the due date for Proposals will be sent only to those Offerors that submitted a timely Proposal and that remain under award consideration as of the issuance date of the addenda.

Acknowledgment of the receipt of all addenda to this RFP issued before the Proposal due date shall be included in the Transmittal Letter accompanying the Offeror's Technical Proposal. Acknowledgement of the receipt of addenda to the RFP issued after the Proposal due date shall be in the manner specified in the addendum notice. Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with the terms, additions, deletions, or corrections set forth in the addendum.

### **1.19 Cancellations**

The State reserves the right to cancel this RFP, accept or reject any and all Proposals, in whole or in part, received in response to this RFP, to waive or permit the cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State. The State also reserves the right, in its sole discretion, to award a Contract based upon the written Proposals received without discussions or negotiations.



### 1.20 Incurred Expenses

The State will not be responsible for any costs incurred by any Offeror in preparing and submitting a Proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities related to submitting a Proposal in response to this solicitation.

### 1.21 Protest/Disputes

Any protest or dispute related, respectively, to this solicitation or the resulting Contract shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

### 1.22 Offeror Responsibilities

The successful Offeror shall be responsible for rendering services for which it has been selected as required by this RFP. All subcontractors must be identified and a complete description of their role relative to the Proposal must be included in the Offeror's Proposal. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate Attachment(s) of this RFP (see **Section 1.33** "Minority Business Enterprise Goals" and **Section 1.41** "Veteran-Owned Small Business Enterprise Goals.").

If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror, such as, but not limited to references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's Proposal shall contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

Although experience and documentation of an Offeror's parent may be used to satisfy minimum qualifications, a parental guarantee of the performance of the Offeror under this Section will not automatically result in crediting the Offeror with the experience and/or qualifications of the parent under any evaluation criteria pertaining to the Offeror's experience and qualifications. Instead, the Offeror will be evaluated on the extent to which the State determines that the experience and qualifications of the parent are transferred to and shared with the Offeror, any stated intent by the parent in its guarantee of performance for direct involvement, in the performance of the Contract, and the value of the parent's participation as determined by the State.

### 1.23 Substitution of Contractor Personnel

#### 1.23.1 Continuous Performance of Contractor Personnel

Unless substitution is approved per paragraphs **1.23.3** and **1.23.4** of this section, contractor personnel shall be the same personnel proposed in the Contractor's Technical Proposal, which will be incorporated into the Contract by reference. Such identified contractor personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Technical Proposal. Contractor personnel may not be removed by the Contractor from working under this Contract, as described in the RFP or the Contractor's Technical Proposal, without the prior written approval of the Contract Monitor.

#### 1.23.2 Definitions

For the purposes of this section, the following definitions apply:

- A. **Extraordinary Personal Circumstance** – means any circumstance in an individual's personal life that reasonably requires immediate and continuous attention for more than

fifteen (15) days and that precludes the individual from performing his/her job duties under this Contract. Examples of such circumstances may include, but are not limited to: a sudden leave of absence to care for a family member who is injured, sick, or incapacitated; the death of a family member, including the need to attend to the estate or other affairs of the deceased or his/her dependents; substantial damage to, or destruction of, the individual's home that causes a major disruption in the individual's normal living circumstances; criminal or civil proceedings against the individual or a family member; jury duty; and military service call-up.

- B. **Incapacitating** – means any health circumstance that substantially impairs the ability of an individual to perform the job duties described for that individual's position in the RFP or the Contractor's Technical Proposal.
- C. **Sudden** – means when the Contractor has less than thirty (30) days' prior notice of a circumstance beyond its control that will require the replacement of any contractor personnel working under the Contract.

### 1.23.3 Contractor Personnel General Substitution Provisions

The following provisions apply to all of the circumstances of staff substitution described in paragraph **1.23.4** of this section.

- A. The Contractor shall demonstrate to the Contract Monitor's satisfaction that the proposed substitute contractor personnel have qualifications at least equal to those of the contractor personnel for whom the replacement is requested.
- B. The Contractor shall provide the Contract Monitor with a substitution request that shall include:
  - 1. A detailed explanation of the reason(s) for the substitution request
  - 2. The resume of the proposed substitute personnel, signed by the substituting individual and his/her formal supervisor
  - 3. The official resume of the current personnel for comparison purposes
  - 4. Any evidence of any required credentials.
- C. The Contract Monitor may request additional information concerning the proposed substitution. In addition, the Contract Monitor and/or other appropriate State personnel involved with the Contract may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.
- D. The Contract Monitor will notify the Contractor in writing of:
  - 1. The acceptance or denial
  - 2. Contingent or temporary approval for a specified time limit, of the requested substitution

The Contract Monitor will not unreasonably withhold approval of a requested contractor personnel replacement.

### 1.23.4 Replacement Circumstances

#### 1.23.4.1 Voluntary Contractor Personnel Replacement

To voluntarily replace any contractor personnel, the Contractor shall submit a substitution request as described in paragraph **1.23.3.B** of this section to the Contract Monitor at least fifteen (15) days prior to

the intended date of change. Except in a circumstance described in paragraph **1.23.4.2** of this paragraph, a substitution may not occur unless and until the Contract Monitor approves the substitution in writing.

A termination or resignation with thirty (30) days or more advance notice shall be treated as a Voluntary Contractor Personnel Replacement.

#### **1.23.4.2 Contractor Personnel Replacement Due to Vacancy**

The Contractor shall replace contractor personnel whenever a vacancy occurs due to the sudden termination, resignation, leave of absence due to an Extraordinary Personal Circumstance, Incapacitating injury, illness or physical condition, or death of such personnel.

The Contractor shall submit a substitution request as described in paragraph **1.23.3 B** of this section within fifteen (15) days of the actual vacancy occurrence or from when the Contractor first knew or should have known that the vacancy would be occurring, whichever is earlier.

#### **1.23.4.3 Contractor Personnel Replacement Due to an Indeterminate Absence**

If any key personnel has been absent from his/her job for a period of ten (10) days due to injury, illness, or other physical condition, leave of absence under a family medical leave, or an Extraordinary Personal Circumstance and it is not known or reasonably anticipated that the individual will be returning to work within the next twenty (20) days to fully resume all job duties, before the 25th day of continuous absence, the Contractor shall submit a substitution request as described in paragraph **1.23.3 B** of this section.

However, if this person is available to return to work and fully perform all job duties before a replacement has been authorized by the Contract Monitor, at the option and sole discretion of the Contract Monitor, the original personnel may continue to work under the Contract, or the replacement personnel will be authorized to replace the original personnel, notwithstanding the original personnel's ability to return.

#### **1.23.4.4 Directed Personnel Replacement**

The Contract Monitor may direct the Contractor to replace any personnel who are perceived as being unqualified, non-productive, unable to fully perform the job duties due to full or partial Incapacity or Extraordinary Personal Circumstance, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, agency, or Contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in section 3.6. If after such remediation the Contract Monitor determines that the personnel performance has not improved to the level necessary to continue under the Contract, if at all possible at least fifteen (15) days notification of a directed replacement will be provided. However, if the Contract Monitor deems it necessary and in the State's best interests to remove the personnel with less than fifteen (15) days' notice, the Contract Monitor can direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.

Replacement or substitution of personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Contract or which otherwise may be available at law or in equity.

### **1.24 Mandatory Contractual Terms**

By submitting a Proposal in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP and the Contract, attached herein as **Attachment A**. Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the Technical Proposal. A Proposal that takes exception to these terms may be rejected (see **Section 4.4.1.4**).



**1.25 Bid/Proposal Affidavit**

A Proposal submitted by an Offeror shall be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as **Attachment B** of this RFP.

**1.26 Contract Affidavit**

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included as **Attachment C** of this RFP. This Affidavit shall be provided within five (5) Business Days of notification of proposed Contract award.

**1.27 Compliance with Laws/Arrearages**

By submitting a Proposal in response to this RFP, the Offeror, if selected for award, agrees that it will comply with all federal, State, and local laws applicable to its activities and obligations under the Contract.

By submitting a response to this solicitation, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Contract if selected for Contract award.

**1.28 Verification of Registration and Tax Payment**

Before a business entity can do business in the State of Maryland, it shall be registered with the State Department of Assessments and Taxation (SDAT). SDAT is located at State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. The SDAT website is <http://www.dat.state.md.us/sdatweb/services.html>.

It is strongly recommended that any potential Offeror complete registration prior to the due date for receipt of Proposals. An Offeror's failure to complete registration with SDAT may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

**1.29 False Statements**

Offerors are advised that Md. Code Ann., State Finance and Procurement Article, § 11-205.1 provides as follows:

In connection with a procurement contract a person may not willfully:

- A. Falsify, conceal, or suppress a material fact by any scheme or device;
- B. Make a false or fraudulent statement or representation of a material fact; or
- C. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

A person may not aid or conspire with another person to commit an act under subsection (1) of this section.

A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five years or both.

### 1.30 Payments by Electronic Funds Transfer

By submitting a response to this solicitation, the Bidder/Offeror agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$100,000. The selected Bidder/Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form.

Any request for exemption shall be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form, and shall include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller's website at: [http://www.djs.state.md.us/bid\\_docs/cot-gad-x-10.pdf](http://www.djs.state.md.us/bid_docs/cot-gad-x-10.pdf).

### 1.31 Prompt Payment Policy

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs (GOMA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor shall comply with the prompt payment requirements outlined in the Contract, Section 31 "Prompt Payment" (see **Attachment A**). Additional information is available on GOMA's website at: [http://goma.maryland.gov/Legislation%20Docs/PROMPTPAYMENTFAQs\\_000.pdf](http://goma.maryland.gov/Legislation%20Docs/PROMPTPAYMENTFAQs_000.pdf).

### 1.32 Electronic Procurements Authorized

Under COMAR 21.03.05, unless otherwise prohibited by law, DHMH may conduct procurement transactions by electronic means, including the solicitation, bidding, award, execution, and administration of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.

Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Bidder/Offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or the Contract.

"Electronic means" refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes facsimile, e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://emaryland.buyspeed.com/bso/>), and electronic data interchange.

In addition to specific electronic transactions specifically authorized in other sections of this solicitation (**Section 1.30** "Payments by Electronic Funds Transfer") and subject to the exclusions noted in section D of this subsection, the following transactions are authorized to be conducted by electronic means on the terms described:

- A. The Procurement Officer may conduct the procurement using eMM, e-mail, or facsimile to issue:
  1. The solicitation (e.g., the IFB/RFP)
  2. Any amendments
  3. Pre-Bid/Proposal conference documents
  4. Questions and responses



5. Communications regarding the solicitation or Bid/Proposal to any Bidder/Offeror or potential Bidder/Offeror
  6. Notices of award selection or non-selection
  7. The Procurement Officer's decision on any Bid protest or Contract claim.
- B. Bidder/Offeror or potential Bidder/Offeror may use e-mail or facsimile to:
1. Ask questions regarding the solicitation
  2. Reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer's request or direction to reply by e-mail or facsimile, but only on the terms specifically approved and directed by the Procurement Officer
  3. Submit a "No Bid/Proposal Response" to the solicitation
- C. The Procurement Officer, the Contract Monitor, and the Contractor may conduct day-to-day Contract administration, except as outlined in Section E of this subsection utilizing e-mail, facsimile, or other electronic means if authorized by the Procurement Officer or Contract Monitor.
- D. The following transactions related to this procurement and any Contract awarded pursuant to it are *not authorized* to be conducted by electronic means:
1. Submission of initial Bids or Proposals
  2. Filing of Bid Protests
  3. Filing of Contract Claims
  4. Submission of documents determined by DHMH to require original signatures (e.g., Contract execution, Contract modifications, etc.)
  5. Any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Bidder/Offeror be provided in writing or hard copy.
- E. Any facsimile or e-mail transmission is only authorized to the facsimile numbers or e-mail addresses for the identified person as provided in the solicitation, the Contract, or in the direction from the Procurement Officer or Contract Monitor

### **1.33 Minority Business Enterprise (MBE) Participation Goals**

An overall MBE subcontractor participation goal of **30%** of the total contract dollar amount has been established for this procurement.

In addition, the following subgoals have been established for this procurement:

- A. 7% for African-American MBEs
- B. 2% for Hispanic-American MBEs
- C. 8% for Woman-Owned MBEs

Notwithstanding any subgoals established above, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.

**Attachments D-1A to D-4B** – The following Minority Business Enterprise participation, instructions, and forms are provided to assist Bidders/Offerors.

- A. **Attachment D-1A**- MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (**shall submit with Bid/Proposal**)
- B. **Attachment D-1B**-Waiver Guidance
- C. **Attachment D-1C**-Good Faith Efforts Documentation to Support Waiver Request
- D. **Attachment D-2**-Outreach Efforts Compliance Statement
- E. **Attachment D-3A**-MBE Subcontractor Project Participation Certification
- F. **Attachment D-3B**-MBE Prime Project Participation Certification
- G. **Attachment D-4A**-Prime Contractor Paid/Unpaid MBE Invoice Report
- H. **Attachment D-4B**-MBE Prime Contractor Report

A Bidder/Offeror shall include with its Bid/Proposal a completed MDOT Certified MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**) whereby:

- A. The Bidder/Offeror acknowledges the certified MBE participation goal and commits to make a good faith effort to achieve the goal and any applicable subgoals, or requests a waiver, and affirms that MBE subcontractors were treated fairly in the solicitation process.
- B. The Bidder/Offeror responds to the expected degree of MBE participation, as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of Bid/Proposal submission. The Bidder/Offeror shall specify the percentage of total contract value associated with each MBE subcontractor identified on the MBE participation schedule, including any work performed by the MBE prime (including a prime participating as a joint venture) to be counted towards meeting the MBE participation goals.
- C. Bidder/Offeror requesting a waiver should review **Attachment D-1B** (Waiver Guidance) and **D-1C** (Good Faith Efforts Documentation to Support Waiver Request) prior to submitting its request.

**NOTE**

***If a Bidder/Offeror fails to submit a completed Attachment D-1A with the Bid/Proposal as required, the Procurement Officer shall determine that the Bid is non-responsive or the Proposal is not reasonably susceptible of being selected for award.***

Bidders/Offerors are responsible for verifying that each of the MBE(s) (including any MBE primes and/or MBE primes participating in a joint venture), selected to meet the goal and any subgoals and subsequently identified in **Attachment D-1A** is appropriately certified and has the correct NAICS codes allowing it to perform the committed work.

Within ten (10) Working Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, the Bidder/Offeror shall provide the following documentation to the Procurement Officer:

- A. Outreach Efforts Compliance Statement (**Attachment D-2**).
- B. MBE Prime/Subcontractor Project Participation Certification (**Attachment D-3A/3B**).
- C. If the recommended awardee believes a waiver (in whole or in part) of the overall MBE goal or of any applicable subgoal is necessary, the recommended awardee shall submit a fully-documented waiver request that complies with COMAR 21.11.03.11.

- D. Any other documentation required by the Procurement Officer to ascertain Bidder/Offeror responsibility in connection with the certified MBE subcontractor participation goal or any applicable subgoals.

**NOTE**

*If the recommended awardee fails to return each completed document within the required time, the Procurement Officer may determine that the recommended awardee is not responsible and, therefore, not eligible for Contract award. If the Contract has already been awarded, the award is voidable.*

A current directory of certified MBEs is available through the Maryland State Department of Transportation (MDOT), Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, Maryland 21076. The phone numbers are (410) 865-1269, 1-800-544-6056, or TTY (410) 865-1342. The directory is also available on the MDOT website at <http://mbe.mdot.state.md.us/directory/>. The most current and up-to-date information on MBEs is available via this website.

**NOTE**

*Only MDOT-certified MBEs may be used to meet the MBE subcontracting goals.*

The Contractor, once awarded a Contract, will be responsible for submitting or requiring its subcontractor(s) to submit the following forms to provide the State with ongoing monitoring of MBE Participation:

- A. **Attachment D-4A** (Prime Contractor Paid/Unpaid MBE Invoice Report).
- B. **Attachment D-4B** (MBE Prime Contractor Report)

A Bidder/Offeror that requested a waiver of the goal or any of the applicable subgoals will be responsible for submitting the Good Faith Efforts Documentation to Support Waiver Request (**Attachment D-1C**) and all documentation within ten (10) Working Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, as required in **COMAR 21.11.03.11 - Waiver**.

All documents, including the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (**Attachment D-1A**), completed and submitted by the Bidder/Offeror in connection with its certified MBE participation commitment shall be considered a part of the resulting Contract and are hereby expressly incorporated into the Contract by reference thereto. All of the referenced documents will be considered a part of the Bid/Proposal for order of precedence purposes (see Contract - **Attachment A**).

The Bidder/Offeror is advised that liquidated damages will apply in the event the Contractor fails to comply in good faith with the requirements of the MBE program and pertinent Contract provisions (see **Attachment A**).

As set forth in COMAR 21.11.03.12-1(D) when a certified MBE firm participates on a contract as a prime contractor (including a joint-venture where the MBE firm is a partner), a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own work force towards fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract.

In order to receive credit for self-performance, an MBE prime shall list its firm in Section 4A of the MBE Participation Schedule (**Attachment D-1A**) and include information regarding the work it will self-perform. For the remaining portion of the overall goal and the subgoals, the MBE prime shall also identify other certified MBE subcontractors (see Section 4B of the MBE Participation Schedule (**Attachment D-1A**)) used to meet those goals. If dually-certified, the MBE prime can be designated as only one of the MBE classifications but can self-perform up to 100% of the stated subgoal.

As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract.

With respect to Contract administration, the Contractor shall:

- A. Submit by the 15<sup>th</sup> of each month to the Agency's designated representative:
  1. A Prime Contractor Paid/Unpaid MBE Invoice Report (**Attachment D-4A**) listing any unpaid invoices, over 45 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made; and
  2. (If Applicable) An MBE Prime Contractor Report (**Attachment D-4B**) identifying an MBE prime's self-performing work to be counted towards the MBE participation goals.
- B. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit by the 15<sup>th</sup> of each month to the Department or Agency's designated representative an MBE Subcontractor Paid/Unpaid Invoice Report (**Attachment D-4A**) that identifies the Contract and lists all payments to the MBE subcontractor received from the Contractor in the preceding 30 days, as well as any outstanding invoices, and the amounts of those invoices.
- C. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records shall indicate the identity of certified minority and non-minority subcontractors employed on the Contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants shall be retained by the Contractor and furnished to the Procurement Officer on request.
- D. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor shall retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the Contract.
- E. Upon completion of the Contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

### **1.34 Living Wage Requirements**

Maryland law requires that Contractors meeting certain conditions pay a living wage to covered employees on State service contracts over \$100,000. Maryland Code, State Finance and Procurement, § 18-101 *et al.* The Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation requires that a Contractor subject to the Living Wage law submit payroll records for covered employees and a signed statement indicating that it paid a living wage to covered employees; or receive a waiver from Living Wage reporting requirements. *See* COMAR 21.11.10.05.



If subject to the Living Wage law, Contractor agrees that it will abide by all Living Wage law requirements, including but not limited to reporting requirements in COMAR 21.11.10.05. Contractor understands that failure of Contractor to provide such documents is a material breach of the terms and conditions and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions.

Additional information regarding the State’s living wage requirement is contained in **Attachment G**. Bidders/Offerors must complete and submit the Maryland Living Wage Requirements Affidavit of Agreement (**Attachment G-1**) with their Bid/Proposal. If a Bidder/Offeror fails to complete and submit the required documentation, the State may determine a Bidder/Offeror to be not responsible under State law.

Contractors and subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier area. The specific living wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George’s, Howard, Anne Arundel and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State Contract pursuant to §18-102(d) of the State Finance and Procurement Article shall assign the tier based upon where the recipients of the services are located.

The Contract resulting from this solicitation will be determined to be a Tier 1 Contract or a Tier 2 Contract depending on the location(s) from which the Contractor provides 50% or more of the services. The Bidder/Offeror must identify in its Bid/Proposal the location(s) from which services will be provided, including the location(s) from which 50% or more of the Contract services will be provided.

- If the Contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the Contract will be a Tier 1 Contract.
- If the Contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the Contract will be a Tier 2 Contract.
- If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. In this circumstance, this Contract will be determined to be a Tier 1 Contract.

Information pertaining to reporting obligations may be found by going to the Maryland Department of Labor, Licensing and Regulation (DLLR) website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml>.

**NOTE**

*Whereas the Living Wage may change annually, the Contract price may not be changed because of a Living Wage change.*

**1.35 Federal Funding Acknowledgement**

There are programmatic conditions that apply to this Contract due to Federal funding (see **Attachment H**).

The total amount of federal funds allocated for the Office of Systems, Operations & Pharmacy, is \$16,654,059 in Maryland State fiscal year fifteen. This represents 69% of all funds budgeted for the unit in that fiscal year. This does not necessarily represent the amount of funding available for any particular grant, contract, or solicitation.

This Contract contains federal funds. The source of these federal funds is: Medicaid. The CFDA number is: 93.778. The conditions that apply to all federal funds awarded by the Department are

contained in Federal Funds **Attachment H**. Any additional conditions that apply to this particular federally-funded contract are contained as supplements to Federal Funds **Attachment H** and Bidders/Offerors are to complete and submit these Attachments with their Bid/Proposal as instructed in the Attachments. Acceptance of this agreement indicates the Bidder/Offeror's intent to comply with all conditions, which are part of this Contract.

### **1.36 Conflict of Interest Affidavit and Disclosure**

Bidders/Offerors shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment I**) and submit it with their Bid/Proposal. All Bidders/Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Contractor's personnel who perform or control work under this Contract and each of the participating subcontractor personnel who perform or control work under this Contract shall be required to complete agreements substantially similar to **Attachment I** Conflict of Interest Affidavit and Disclosure. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.

### **1.37 Non-Disclosure Agreement**

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

### **1.38 HIPAA - Business Associate Agreement**

Based on the determination by DHHM that the functions to be performed in accordance with this solicitation constitute Business Associate functions as defined in HIPAA, the recommended awardee shall execute a Business Associate Agreement as required by HIPAA regulations at 45 C.F.R. §164.501 and set forth in **Attachment K**. This Agreement shall be provided within five (5) Business Days of notification of proposed Contract award; however, to expedite processing, it is suggested that this document be completed and submitted with the Bid/Proposal. Should the Business Associate Agreement not be submitted upon expiration of the five (5) Business Day period as required by this solicitation, the Procurement Officer, upon review of the Office of the Attorney General and approval of the Secretary, may withdraw the recommendation for award and make the award to the responsible Bidder/Offeror with the next lowest Bid or next highest overall-ranked Proposal.

### **1.39 Non-visual Access**

By submitting a Bid/Proposal, the Bidder/Offeror warrants that the information technology offered under the Bid/Proposal: (1) provides equivalent access for effective use by both visual and non-visual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and non-visual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for non-visual access. The Bidder/Offeror further warrants that the cost, if any, of modifying the Information Technology for compatibility with software and hardware used for non-visual access will not increase the cost of the information technology by more than five percent (5%). For purposes of this solicitation and resulting Contract, the phrase "equivalent access" means the ability to receive, use, and manipulate information and to operate controls necessary to access and use information technology by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.



The Non-visual Access Clause noted in COMAR 21.05.08.05 and referenced in this solicitation is the basis for the standards that have been incorporated into the Maryland regulations. See [www.doit.maryland.gov](http://www.doit.maryland.gov), keyword: NVA.

**1.40 Mercury and Products That Contain Mercury**

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

**1.41 Veteran-Owned Small Business Enterprise Goals**

There is no Veteran-Owned Small Business Enterprise (VSBE) subcontractor participation goal for this procurement.

**1.42 Location of the Performance of Services Disclosure**

The Bidder/Offeror is required to complete the Location of the Performance of Services Disclosure. A copy of this Disclosure is included as **Attachment N**. The Disclosure shall be provided with the Bid/Proposal.

**1.43 Department of Human Resources (DHR) Hiring Agreement**

This solicitation does not require a DHR Hiring Agreement.



## SECTION 2. MINIMUM QUALIFICATIONS

### 2.1 Offeror Minimum Qualifications

All of the following minimum qualifications are mandatory. The Offeror shall provide information in a transmittal letter to its proposal that includes details of how the Offeror meets the following minimum qualifications:

The Offeror shall provide proof with its Proposal that the following Minimum Qualifications have been met:

- A. The Offeror shall have at least three (3) years' experience in Operating, Maintaining, and Supporting a Microsoft BizTalk X12 Electronic Data Interchange (EDI) Solution.
- B. The Offeror shall have at least five (5) years' experience in providing staff on health insurance industry engagement to support legacy mainframe systems, to federal or state Agency of similar size and scope of Maryland Medicaid (including all of: IBM mainframe computers with COBOL, DB2, CICS, FOCUS, JCL).
- C. The Offeror shall have at least three (3) years' experience in providing staff on an engagement to support VisionWare.
- D. The Offeror shall include a minimum of three (3) references each from a public sector client (federal, state, or local) for whom work similar to this project in size, and scope has been completed within the last ten (10) years. The references shall include the name of each client reference, point of contact, telephone number, and email address. DHMH has the right to contact any references of its choosing as part of the evaluation process, including references not provided by the Offeror but otherwise known to DHMH.

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## SECTION 3. SCOPE OF WORK

### 3.1 Background and Purpose

The State is issuing this solicitation for the purposes of providing on-going technical and business support and maintenance services for MMIS II and the EDITPS. The State of Maryland Medicaid Program is a unit of the Department of Health and Mental Hygiene, which has State responsibility for operation of the Medicaid Program authorized under Title XIX of the Social Security Act. The Maryland State Medicaid Program has approximately 1,250,000 enrollees, of which 1,100,000 are enrolled in managed care organizations.

The OSOP, a unit of the Department of Health and Mental Hygiene, develops and maintains the MMIS II to ensure prompt and accurate payment to providers of health care services. MMIS II maintains files of approved providers of services and Maryland residents certified as eligible to receive services through the Medical Assistance Program (Medicaid).

The Contract provides mainframe application developers and specialists to support development, enhancement and maintenance of the MMIS II application and supporting network applications. EDITPS allows trading partners to send EDI transactions through the Maryland Medicaid Electronic Exchange (MMEE) front-end web portal, which receives and translates X12 transactions to Medicaid's proprietary formats in the MMIS II system and back electronically.

The purpose of this procurement is to obtain a Contractor who has the technical and professional capabilities to continue the ongoing support and maintenance of Maryland's EDITPS and MMIS II by implementing maintenance, support and enhancements to MMIS II subsystems and EDITPS.

#### 3.1.1 MMIS II (Medicaid Management Information System)

Operations and maintenance of the MMIS II subsystems constitute an ongoing challenge as shifting federal and state regulations require tailoring of services, eligibility and reimbursement. Enhancement and maintenance are required for all subsystems including Claims, Recipient, and Management Administration Reporting Subsystem (MARS). The MMIS II presently consists of 6 core subsystems: Recipient; Provider; Claims processing; Reference file; Surveillance and Utilization Review; MARS. For Maryland, the MMIS II subsystems support the following functions: Eligibility; HealthChoice; Third Party Liability; Buy-in; Maryland Children's Health Program (MCHP); MCHP premium; Eligibility Verification System; Pre-Authorization; and Early and Preventive Screening, Diagnosis and Treatment (EPSDT). The State owns the system, all hardware, software, databases, etc.

The following are descriptions of several key components of the MMIS II and its supporting infrastructure:

- A. The key subsystems reside on an OS390 mainframe located at and hosted by the Annapolis Data Center (ADC);
- B. DB2 is the standard for database functions;
- C. Mainframe MMIS II programming utilizes COBOL, CICS, VSAM and JCL;
- D. Management information reports are compiled using QMF, SQL and IBI Focus;
- E. eMedicaid is the web-based portal front-end to some MMIS II functionality;
- F. Several more complex databases have been compiled for user manipulation with Visual Basic and PC-based Excel and Access and SQL server;

- G. The office at 201 W. Preston Street is supported by a Local Area Network (LAN) utilizing Cisco switches and routers, servers running Microsoft Windows Server, Microsoft Windows Active Directory as its network operating system and Microsoft Windows as its personal computer operating system.

### 3.1.2 EDITPS (Electronic Data Interchange / Translator Processing System)

As a result of the Health Insurance Portability and Accountability Act of 1996, OSOP competitively selected a Contractor in 2002 to acquire software engineering support for the acquisition of an Electronic Data Interface (EDI) Translator, software to operate as a front end to the MMIS II.

Microsoft's BizTalk Server with the BizTalk Accelerator for HIPAA is the EDI translator. The Department owns the system, all hardware, software, databases, etc. with the exception of EDIFECS (See below for explanation on EDIFECS) for which the Contractor shall purchase one (1) license for the Department. The EDITPS, located at DHMH, allows the DHMH to process EDI transaction files submitted by healthcare trading partners using the Health Insurance Portability and Accountability Act (HIPAA) guidelines.

DHMH trading partners access EDITPS through a secure Internet web server that is an interface to the DHMH mainframe application, MMIS II. MMIS II exchanges flat files with EDITPS.

The HIPAA X12 5010 Transactions Currently supported are:

- A. 837I Health Care Claim Institutional
- B. 837P Health Care Claim Professional
- C. 837D Health Care Claim Dental
- D. 835 Health Care Claim Payment/Advice-
- E. 820 - Payroll Deducted and Other Group Premium Payment for Insurance Products
- F. 270/271 (batch and real-time) Health Care Benefit Inquiry and Response
- G. 999 Acknowledgement for Health Care Insurance
- H. 997 Functional Acknowledgement
- I. 277CA Health Care Claim Acknowledgement
- J. 278 Health Care Services Review — Request for Review and Response
- K. 276/277 Health Care Claim Status and Response

The EDITPS environment consists of two load balanced Internet web servers outside the DHMH firewall. Inside the firewall, a BizTalk receiving server processes files and queues messages to three BizTalk messaging servers. Two clustered Microsoft SQL servers control the databases, and four utility servers handle other processing functions and EDITPS application support. All of the servers, within the firewall are connected to the EDI TPS SAN Fiber Channel switches, which allow access to the SAN disk array, see **Attachment S**.

The EDIFECS Enablement Platform allows for rapid ramp-up and management of our trading partners. The Platform consists of CommerceDesk, SpecBuilder and X-Engine. CommerceDesk is a web based self-service means of providing data testing and validation for DHMH trading partners. It is hosted by EDIFECS, which includes the hardware, software, communication lines, and maintenance of the system. The Contractor shall renew the license in the name of the Department, by January 1 each year, for an effective date of February 1, upon the request of the OSOP Project Manager. The cost of EDIFECS

license will be a pass-through to the Department. EDIFECs X-Engine provides data validation and converts EDI data back and forth to XML. EDIFECs SpecBuilder is an integration specification-authoring tool.

The EDITPS system also includes the Common Client Interface (CCI) Incarceration Match process as well as the Register Of Wills (ROW) Matching process. Both of these systems are built on the VisionWare MultiVue platform, running on EDITPS hardware.

The Office of Systems, Operations and Pharmacy is issuing this RFP to procure the services of a single Contractor who has the technical and professional capabilities to provide maintenance, technical and business support for both MMIS II applications and EDITPS. The goal of this contract is to continue to provide the ongoing development and maintenance of the MMIS II application and support of EDITPS as well as to continue to provide claims processing continuity to trading partners.

## 3.2 Scope of Work - Requirements

### 3.2.1 Contract Staffing Requirements

The Contractor shall provide OSOP with MMIS II on-site functional and technical expertise to assist Department staff with system and programming specifications, software development, problem determination, interfaces from/to other applications, database administration, and problem resolution.

Contractor staff shall assist the Department with analysis and transition into the new MMIS III which is currently in development.

The Contractor shall provide OSOP with EDITPS on-site functional and technical expertise to perform system and programming specifications development, software development, problem determination, interfaces from/to other applications, code promotion, database administration, and problem resolution.

The Offeror shall provide personnel resumes for the thirteen (13) FTE's in labor categories listed in **Table 3-2** and **Table 3-3**. The resumes must identify each named resource for each labor category. Resumes must be submitted on a separate CD using the DhMH standard resume form **Attachment W**. See **Section 3.3**. Four (4) of the named resources are considered Key Personnel as listed in **Table 3-2** and may not be substituted prior to award. An additional nine (9) named resources are considered Non-Key Personnel and will be used as general evidence of the Offeror's capability to provide qualified staff for this Contract (See **Table 3-3**). The nine Non-Key Personnel resumes will be evaluated as a component of the Staffing Management Plan. The final thirteen (13) Non-Key Personnel shall not be named as part of the Offeror's proposal.

Please note the four (4) Key Personnel for labor categories listed in **Table 3-2** shall be available for this Contract at the time of Contract award. The substitution of proposed Key Personnel prior to the contract award is considered an alternate proposal and is prohibited. Failure to retain proposed Key Personnel will result in the Offeror being deemed not reasonably susceptible for award.

Offerors shall submit a Staffing Management Plan that explains how the twenty-two (22) Non-Key Personnel as specified in **Section 3.3 Table 3-4** shall be acquired to meet the needs of DhMH. The Staffing Management Plan is due with proposal submission. Contractor shall not submit resumes for the remaining thirteen (13) non-key resources. Resumes for the thirteen (13) Non-Key Personnel in **Table 3-4** shall be delivered to the OSOP Project Manager in accordance with the Offeror's Staffing Management Plan as soon as possible after Offeror's receipt of Intent to Award.

### 3.2.2 Contract Initiation

The Contractor shall support a contract Kick-Off Meeting within five (5) business days of contract approval by the Board of Public Works with the Department team to understand and communicate timeline(s) and known requirements. The Kick-Off Meeting shall be held at DHMH's complex. The Contractor shall review the following at the kick-off meeting:

- A. A Transition-In Plan (**Sections 3.2.4**) that provides for complete transition to a state of full capability and support, to begin no later than NTP + thirty calendar (30) days.
- B. Staffing Management Plan (See **Attachment V**).
- C. A draft Communications Plan (**Section 3.2.3**).

### 3.2.3 Communication Plan

The Communication Plan between the Contractor and the Department shall be provided in PDF format and include information for normal day-to-day contact and response information as well as a contingency communication information in case of an emergency event. The Contractor shall have one (1) designated Project Manager for any issues, concerns and general information, and the Communication Plan shall identify that contact. The designated Contractor Project Manager shall have the official company status and experience to communicate and make decisions for the Contractor.

The Communication Plan is a living document and shall be updated as needed, verified and dated at least quarterly, by the Contractor for the information to remain current. This documentation shall be treated as a deliverable in accordance with the **Section 3.2.8** 'Deliverables Submission Process'. So that the Communication Plan will be an effective tool, it shall include at a minimum: Name, Title, Responsibility Area, Telephone Number, mobile/cell phone number and Email Address for the following:

- A. The Contractor's Contract Administrator/Project Manager as the single point of contact for contractual issues and questions;
- B. All personnel assigned to this contract;
- C. Corporate contact information; and
- D. Key DHMH staff contact information.

The Communication Plan shall include information for assigned staff and also contact to the Contractor's corporate management on an escalated scale in case of emergency. After the passage of each 20 minutes that a corporate contact person cannot be reached, the next person higher in the corporate organization shall be contacted. Due to the nature of contingency communication, the Contractor shall maintain this information current at all times during the contract.

### 3.2.4 Transition and Setup Phase

At the beginning of the contract, beginning from the date of initial Kick-Off Meeting, a thirty (30) day Transition Period shall begin for knowledge transfer between the Department's current Contractor, DHMH staff, and the Contractor awarded the Contract that is a result of this solicitation. The Contractor shall submit a final Transition-In Plan within five (5) business days of contract award. The Transition-In Plan shall be in PDF format, and shall be submitted via email to the OSOP Project Manager. This documentation shall be treated as a deliverable in accordance with the **Section 3.2.8** 'Deliverables Submission Process'.

The Transition-In Plan shall address:

- A. A reference to the Staffing Management Plan

- B. Training/Orientation of Contractor's staff
- C. Knowledge transfer for current environments and platforms, including a working knowledge of the Department's general business practices, all matters concerning Department functions in support of the two Systems, processes and procedures for program migrations
- D. Status reporting and meetings
- E. Consideration of the Department's business rules for the program as the basis for support of the system; and
- F. Other matters deemed important for the transition phase by either the Department or the Contractor.

Prior to the end of the contract period the contractor shall produce a Final Transition-Out Plan that outlines the transition of the powers, duties, and functions of tasks and tools to DHMH or another vendor no later than 90 calendar days prior to end of contract. The Contractor shall develop an outline of the proposed content of the Transition-Out Plan for the OSOP Project Manager review and comment no later than 180 calendar days prior to end of contract. The Transition-Out Plan shall be issued in draft form once the outline has been approved by the OSOP Project Manager. The final Transition-Out Plan will be issued within five (5) business days of the receipt of the OSOP Project Manager comments.

### 3.2.5 Implementation of Transition

The Contractor shall meet and successfully complete all aspects of the Transition-In Plan. By NTP + forty (40) calendar days, the Contractor shall report the results of the Transition Period to the Department in a document 'Transition Period Results.' This documentation shall be treated as a deliverable in accordance with **Section 3.2.8** 'Deliverables Submission Process'. 'Favorable progress' as determined by the OSOP Project Manager will be the basis of the Department's acceptance.

'Favorable progress' would be if all following conditions are met:

- A. 100% of EDITPS personnel are on board and are able to operate and maintain EDITPS without any assistance from current EDI staff.
- B. 100% of the MMIS II personnel listed in **Table 3-2** and **Table 3-3** are on board and have demonstrated the level of competence specified in their labor categories.
- C. Remaining MMIS II personnel (**Table 3-4**) have signed letters of intent no later than NTP+ sixty (60) calendar days. Start dates of personnel shall be approved by OSOP Project Manager.

If the OSOP Project Manager does not see conclusive results by the Contractor to ensure a smooth and effective complete transition to the Contractor by NTP+ forty (40) days, this may be the basis for the Department to terminate the Contract. If, as determined by the OSOP Project Manager, the Contractor has made sufficient progress for transition and demonstrates that a smooth and effective complete transition to the Contractor is in the best interest of the Department, the Transition Period Documentation may be accepted by the Department.

During the Contract initiation and transition periods the Contractor shall submit to the Department weekly updates on the development, testing and implementation of all contract requirements. The Contractor's personnel shall be available to support any requested Contract meetings along with any requested documentation.

### 3.2.6 Ongoing Maintenance and Support

#### 3.2.6.1 MMIS II

The Contractor shall provide software maintenance and support for the MMIS II application via the Customer Service Requests (CSR), Production Investigation Review request (PIR) and AdHoc requests submitted to maintain, support and enhance the MMIS II subsystem. Database administration and support for DB2 MMIS II tables shall be completed via request from DHMH Medicaid Systems IT Management and performance monitoring of DB2 tables. Local Area Network support and microcomputer hardware/software support shall be provided via request from DHMH Technical Support staff.

Any maintenance and support for the MMIS II application will be completed via the CSR and the PIR. The CSR process is used when there is a new or enhanced feature to be added to MMIS II. The PIR process is used when an existing screen, report, or MMIS II function does not perform as expected. DHMH Medicaid Systems IT Management will sign CSRs and PIRs for request approval and again for production implementation approval.

The AdHoc Report Request Process is used when there is not an existing report within MMIS II that provides needed information. The CSR, PIR, and AdHoc process is used to track and document the request and/or corrective action. The Contractor receives the request after it has been reviewed and logged for tracking. The Contractor shall identify and/or implement changes/enhancements to the MMIS II applications. The CSR form will describe the requested change, and the Contractor shall describe in the CSR form the work required to carry out the change. The Contractor shall provide a monthly status of CSRs, PIRs and AdHocs that have been approved. (See example in [Attachment Q](#)).

#### 3.2.6.2 EDITPS

The Contractor shall provide software maintenance coverage for EDITPS. Continuous software maintenance coverage will include, but not be limited to, and as applicable: new versions, updates, enhancements and modifications to the EDITPS system. The Contractor shall operate and maintain the EDITPS system in a development, test, and production environment. This includes daily logging, file backup, daily maintenance activities on SQL Server database.

Any maintenance and support for the EDITPS system will be completed via the Change Control Request (CCR) and the Problem Request (PR). The Contractor, using the CCR form, shall identify and implement changes/enhancements to the EDITPS production/development/test environments. The Contractor shall provide a monthly status of all CCRs that have been approved. (See [Attachment P](#))

The CCR form will describe the requested change, and the work required to carry out the change.

The OSOP Project Manager will sign CCRs for request approval and again for production implementation approval. The CCR process will also be used for any ongoing development that is performed during the Contract term. Issues encountered within the EDITPS categorized as emergency fixes, or issues requiring immediate resolution will be PRs.

The Contractor, using the PR form, shall identify and implement the change to the EDITPS. The Contractor shall provide a monthly status of PRs that have been approved (See [Attachment P](#)). The PR form will describe the requested change, and the work required to carry out the change. The OSOP Project Manager will sign PRs for request approval and again for production implementation approval.

Maintenance coverage to include but not limited to the services listed below:

- A. The Contractor shall ensure the EDITPS system remains compatible with the current and future OSOP operating system software to perform OSOP business functions.
- B. The Contractor shall provide to OSOP enhancements and modifications of the software products that comprise the EDITPS systems:
  1. As a result of ongoing maintenance
  2. To ensure OSOP's systems will not become obsolete when new technology has been introduced in the information technology industry that offers greater operating efficiency
  3. As required to correct malfunctions, defects, or operational problems
  4. As required as a matter of federal law, State law, regulation in connection with OSOP's business, or policies and standards
  5. As specified by OSOP
- C. The Contractor shall purchase one (1) license of the EDIFECS Enablement Platform. The Platform consists of CommerceDesk, SpecBuilder and X-Engine. CommerceDesk is a web based self-service means of providing data testing and validation for DHMH trading partners.
- D. The Contractor shall update all documentation (for example, design documents) to incorporate any changes of the software products that comprise the EDITPS. The Contractor shall provide OSOP with copies in hard copy and in electronic format. OSOP have the right to reproduce the copies for OSOP staff use.

The Contractor shall provide daily maintenance and monitoring of the EDITPS Communication system to MMIS II and Trading Partners. The Contractor shall also provide daily Connect: Direct support and Web portal application and communications support.

### **3.2.7 Weekly/Monthly Status Reports and Meetings**

#### **3.2.7.1 MMIS II Status Reports**

Contractor shall complete a weekly and monthly status report of all CSR's, PIR's and Adhoc's for the MMIS II system. All status reports shall be formatted in MS Word 2007 and/or MS Excel 2007 and shall be submitted electronically to the OSOP Project Manager and the Department Contract Monitor. At a minimum, all status reports shall contain: CSR or PIR Number, Change/Enhancement Description Summary, Date Approved, Percentage Completed, Assigned To, and is complete – Scheduled Implementation Date. The monthly status report shall be due on or before the fifteenth (15<sup>th</sup>) calendar day of each month following the reporting period. The weekly status report shall be due on the second (2<sup>nd</sup>) business day following the reporting period. (See Attachments Q)

#### **3.2.7.2 EDITPS Status and Performance Reports**

Contractor shall complete a weekly and monthly status report of all CCRs and PR's for the EDITPS system that are assigned a tracking number. All status reports shall be formatted in MS Word 2007 and/or MS Excel 2007 and shall be submitted electronically to the OSOP Project Manager and the Department Contract Monitor. At a minimum, all status reports shall contain: CCR or PR Number, Change/Enhancement Description Summary, Date Approved, Percentage Completed, Assigned To, and is complete – Scheduled Implementation Date. The monthly status report shall be due on or before the fifteenth (15<sup>th</sup>) calendar day of each month following the reporting period. The weekly status report shall be due on the second (2<sup>nd</sup>) business day following the reporting period.

The Contractor shall be responsible for maintaining maximal performance of the production EDITPS. The services shall be scheduled and performed at times determined by the OSOP and agreed to by the

Contractor to minimize impact on ongoing operations. The Contractor shall produce a monthly performance report showing system and network utilization, communication issues and transaction activity. (See sample in **Attachment R**). This report is due on the 5<sup>th</sup> business day of the month.

### 3.2.7.3 EDITPS and MMIS II Meetings

Meetings with the Department Contract Monitor, OSOP Project Manager and the Contractor Project Manager shall be held each week to discuss the reports and other necessary issues. The meetings shall be held at 201 W. Preston Street, Baltimore, Maryland. Additional meetings will also be held as often as necessary to ensure smooth project management as requested by the OSOP Project Manager. All travel and related expenses (inclusive of any parking expenses) entailed in participation in these meetings shall be Contractor expenses, and shall not be a basis for any additional expense claim to this contract.

### 3.2.8 Deliverable Submission Process

For each written deliverable, draft and final, the Contractor shall submit to the OSOP Project Manager one electronic copy compatible with PDF.

Drafts of all final deliverables (except status reports) are required at least ten (10) business days in advance of when all final deliverables are due. Contractors shall present an outline to the OSOP Project Manager prior to completing draft deliverables to ensure the information that will be contained in the deliverable meets the expectations and needs of DHMH. 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:

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

Upon receipt of a final deliverable, the OSOP Project Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. This review will be completed within ten (10) days of submission of the deliverable. Upon completion of validation, the OSOP Project Manager will issue to the Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (See **Attachment T**). In the event of rejection, the Contractor shall correct the identified deficiencies or non-conformities within five (5) days of receipt of the deliverable rejection. Once the State's issues have been addressed and resolutions are accepted by the OSOP Project Manager, the Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance.

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

- A. Be presented in a format appropriate for the subject matter and depth of discussion;
- B. Be organized in a manner that presents a logical flow of the deliverable's content;

- C. Represent factual information reasonably expected to have been known at the time of submittal; and
- D. Present information that is relevant to the Section of the deliverable being discussed.

The State required deliverables are defined below in **Table 3-1**.

**3.2.9 Deliverable Descriptions/Acceptance Criteria**

**Table 3-1. Deliverable Descriptions and Acceptance Criteria**

ID#	Deliverables	Expected Completion	Acceptance Criteria
3.2.9.1	Kick-off Meeting	NTP +5 Calendar Days	Initial meeting with OSOP Management to understand and communicate timeline and requirements. Contractor shall review the following at this meeting: <ul style="list-style-type: none"> <li>A. Transition-In Plan that provides for complete transition to a state of full capability and support;</li> <li>B. Staffing Management Plan submitted with proposal;</li> <li>C. Draft Communications plan</li> </ul>
3.2.9.2	Communication Plan	NTP + 10 Calendar Days	PDF document that includes information for normal day-to-day contact and response information as well as a contingency communication information in case of an emergency event. Plan shall include at a minimum Name, Title, Responsibility Area, Telephone Number, mobile/cell phone number, and Email Address for contacts.

ID#	Deliverables	Expected Completion	Acceptance Criteria
3.2.9.3	Transition-In Plan	Contract Award + 5 Business Days	<p>PDF document that provides for complete transition to a state of full capability and support. The Transition-In Plan shall include:</p> <ul style="list-style-type: none"> <li>A. Staffing plan reference;</li> <li>B. Training/Orientation of Contractor’s staff;</li> <li>C. Knowledge transfer for current environments and platforms, including a working knowledge of the Department’s general business practices, all matters concerning Department functions in support of the two Systems, processes and procedures for program migrations;</li> <li>D. Status reporting and meetings;</li> <li>E. Consideration of the Department’s business rules for the program as the basis for support of the system; and</li> <li>F. Other matters deemed important for the transition phase by either the Department or the Contractor.</li> </ul>
3.2.9.4	Transition-Out Plan Outline	180 calendar days prior end of contract period.	PDF document that outlines the transition of the powers, duties, and functions of tasks and tools to DHMH or another vendor.
3.2.9.5	Transition-Out Plan	90 calendar days prior to end of contract period.	PDF document that describes the transition of the powers, duties, and functions of tasks and tools to DHMH or another vendor.
3.2.9.6	Transition Period Results	NTP +40 Calendar Days	<p>PDF document that describes ‘Favorable progress’ as determined by the OSOP Project Manager.</p> <p>‘Favorable progress’ would be if:</p> <ul style="list-style-type: none"> <li>A. 100% of EDITPS personnel are on board and are able to operate and maintain EDITPS without any assistance from current EDI staff.</li> <li>B. 100% of the MMIS II personnel listed in <b>Table 3-2</b> and <b>Table 3-3</b> are on board and have demonstrated the level of competence specified in their labor categories.</li> <li>C. Remaining MMIS II personnel (<b>Table 3-4</b>) have signed letters of intent with a start date no later than NTP+ sixty (60) calendar days.</li> </ul>
3.2.9.7	Monthly Performance Reports	5th business day of the Month (ongoing	Reports showing system and network utilization, communication issues and transaction activity.

ID#	Deliverables	Expected Completion	Acceptance Criteria
		for the life of the contract)	(See sample in <b>Attachment R</b> ). Reports shall include: A. Monthly Performance Reports for EDITPS B. Production Infrastructure Evaluation Report
3.2.9.8	Weekly Status Report	Weekly due 2 <sup>nd</sup> business day following reporting period. (ongoing for the life of the contract)	MS Word and/or MS Excel document that captures and tracks ongoing project activities and status. The report will capture activities completed in the past week, activities planned for the following week, and the completion status of project deliverables. The report will describe issues identified on the project and the status of efforts to resolve issues. At a minimum, all status reports shall contain: CSR or PIR Number, Change/Enhancement Description Summary, Date Approved, Percentage Completed, Assigned To, and is complete – Scheduled Implementation Date.

### 3.3 Staffing Requirements

As part of the proposal, Offerors shall propose the following staffing solutions to obtain twenty six (26) contract personnel that meet the staffing requirements:

A. Four (4) named resources Key Personnel (**Table 3-2**)

Offerors shall propose exactly four (4) named resources for Key Personnel as specified in **Table 3-2**. DHMH expects these four (4) Key Personnel to be available as of the Contract start date as specified in the NTP. Failure to have these four (4) named resources available at NTP may result in revocation of the contract award. DHMH expects resumes for these four (4) key resources that will be used as a basis for Technical Proposal evaluation, as described in **Section 5.2**.

B. Nine (9) named resources Non-Key Personnel (**Table 3-3**).

Offerors shall propose exactly nine (9) named resources for Non-Key Personnel as specified in **Table 3-3**. DHMH expects resumes for these nine (9) Non-Key Personnel and will be used as a basis for Technical Proposal evaluation in the context of the Staffing Management Plan as described in **Section 5.2**.

C. Thirteen (13) Non-Key Personnel (**Table 3-4**).

Offerors shall submit a Staffing Management Plan that explains how the thirteen (13) Non-Key personnel labor categories as specified **Table 3-4** shall be acquired to meet the needs of DHMH. The Staffing Management Plan is due with proposal submission. Contractor shall not submit resumes for the remaining thirteen (13) Non-Key Personnel. Resumes for the thirteen (13) Non-Key Personnel in **Table 3-4** shall be delivered to the OSOP Project Manager after Offeror’s receipt of Intent to Award letter in accordance with the Offeror’s Staffing Management Plan.

**Table 3-2. Key Personnel Staffing Requirements (Named Resources)**

LABOR SKILL CATEGORY	#FTE	Resume Required for Technical Proposal
<b>EDITPS: KEY PERSONNEL</b>		
Subject Matter Expert (EDI X12, HIPAA)	1	Yes
Senior (EDITPS) Programmer Analyst	1	Yes
<b>MMIS II: KEY PERSONNEL</b>		
Senior (Mainframe) Programmer Analyst	1	Yes
Database Management Specialist (DB2)	1	Yes
<b>Total (Fixed)</b>	<b>4</b>	

*NOTE - Substitution of any Key-Personnel is not allowed.*

**Table 3-3. Non-Key Personnel Staffing Requirements (Named Resources)**

LABOR SKILL CATEGORY	#FTE	Resume Required for Technical Proposal
<b>EDITPS: NON-KEY PERSONNEL</b>		
Senior (EDITPS) Programmer Analyst	1	Yes
<b>MMIS II: NON-KEY PERSONNEL</b>		
Project Manager	1	Yes
Senior (WebSphere) Programmer Analyst	1	Yes
Senior (Mainframe) Programmer Analyst	4	Yes
Senior Systems Engineer	1	Yes
Database Management Specialist (DB2)	1	Yes
<b>Total (Fixed)</b>	<b>9</b>	

**Table 3-4. Non-Key Personnel Staffing Requirements (Staffing Plan)**

LABOR SKILL CATEGORY	#FTE	Resume Required for Technical Proposal
<b>EDITPS: NON-KEY PERSONNEL</b>		
Application Programmer	1	No
Systems Design Architect	1	No
Database Management Specialist (SQL Server)	1	No
<b>MMIS II: NON-KEY PERSONNEL</b>		
Senior (Mainframe) Programmer Analyst	8	No
Computer Specialist	1	No
Business Analyst	1	No
<b>Total (Fixed)</b>	<b>13</b>	

### 3.3.1 Key Personnel Staffing Requirements (Named Resources)

#### 3.3.1.1 Subject Matter Expert (EDI X12, HIPAA)

The Subject Matter Expert (EDI X12, HIPAA) supports EDITPS system. Coordinates and manages the preparation of analysis, evaluations, and recommendations for proper implementation of program and system specifications for EDITPS. This position serves as a task leader on work orders for EDITPS support.

The proposed candidate(s) shall have minimum five (5) years of experience in all of the following areas:

- A. EDI implementation
- B. Microsoft BizTalk 2009
- C. HIPAA X12N Transactions and Codes Sets
- D. Communication Protocols: HTTP, FTP, NDM
- E. Microsoft Windows 2008 Server Standard and Enterprise (R2) administration
- F. Web Services Architecture
- G. EDIFECS
- H. Working knowledge of .NET Framework, C#, and SQL Server 2008 for network based applications.

#### 3.3.1.2 Senior (EDITPS) Programmer Analyst

The Senior (EDITPS) Programmer Analyst provides support of software components for EDITPS system to develop code and implement solutions according to specifications.

The proposed candidate(s) shall have minimum five (5) years of experience in all of the following areas:

- A. Microsoft BizTalk 2009 SDK
- B. Visual Studio .NET
- C. .NET Framework concepts and application development using C#
- D. Development and application of COM/COM+ objects
- E. Scripting languages: VBScript, JavaScript
- F. Web application development using: ASP.NET, HTML/DHTML, XML
- G. SQL Server 2008
- H. HIPAA X12N Transactions and Codes Sets
- I. FTP/EFT Server
- J. SCOM 2007 Agent
- K. Flatfile Structure formats.
- L. Documentation - Writing Test Plans and Test Plan execution

Working knowledge in all of the following additional skills:

- A. EDIFECS SpecBuilder
- B. Use of Regular Expressions
- C. Text editors (Ultraedit, Text Pad...)

### 3.3.1.3 Senior (Mainframe) Programmer Analyst

Assist DHMH staff with the development and support of MMIS II subsystem applications for Claims, Provider, Reference, MARS and Eligibility.

The proposed candidate(s) shall have minimum five (5) years of experience in all of the following areas:

- A. IBM Mainframe OS390
- B. Cobol
- C. DB2
- D. VSAM
- E. JCL

The following additional skills are considered highly desirable:

- A. CICS
- B. Information Builders FOCUS

### 3.3.1.4 Database Management Specialist (DB2)

Provide DB2 database administration functions, including table re-orgs, table partitioning, monitoring system performance and tablespace growth, and managing indexes as well as recommend ways to maintain or improve system performance and reliability. Also, includes database support of eMedicaid.

The proposed candidate(s) shall have minimum five (5) years of experience in all of the following areas:

- A. Knowledge and experience with DB2 for zOS (V9).
- B. Knowledge and experience with DB2 UDB (V9)
- C. Support of production and development efforts.
- D. Oversight of logical and physical organization of data;
- E. Monitoring of efficiency of processes to assure minimization of CPU time charges.
- F. Troubleshoot problems related to availability of data to system users, space, database software, data flow, and data storage or data access.
- G. Diagnostic tools: ABEND-AID, XPEDITER, Omegamon, QMF, FILE-AID.
- H. Participate in data migration efforts.
- I. Assurance of sufficiency of backup and recovery plans.
- J. DB2:Connect.
- K. Knowledge and experience with MS SQL server for network based applications would be a plus.

## 3.3.2 Non-Key Personnel Staffing Requirements (Named Resources)

### 3.3.2.1 Senior (EDITPS) Programmer Analyst

Primary support of software components for EDITPS system to develop, code and implement solutions according to specifications.

The proposed candidate(s) shall have minimum five (5) years of experience in all of the following areas:

- A. Microsoft BizTalk 2009 SDK
- B. Visual Studio .NET
- C. .NET Framework concepts and application development using C#
- D. Development and application of COM/COM+ objects
- E. Scripting languages: VBScript, JavaScript
- F. Web application development using: ASP.NET, HTML/DHTML, XML
- G. SQL Server 2008
- H. HIPAA X12N Transactions and Codes Sets
- I. FTP/EFT Server
- J. SCOM 2007 Agent
- K. Flatfile Structure formats.
- L. Documentation - Writing Test Plans and Test Plan execution

### 3.3.2.2 Project Manager

Assist DHMH staff with the planning, coordination and implementation of tasks related to the enhancements and developments of the EDITPS and MMIS II systems and applications. These tasks will include creating reports and analyzing current processes. The individual shall be a certified Project Manager Professional (PMP) from the Project Management Institute (PMI).

The proposed candidate(s) shall have minimum five (5) years of experience in all of the following areas:

- A. Uses appropriate Project Management tools to monitor and report on work;
- B. Proven Project Management experience in a mainframe and LAN-based environment
- C. Scope of work involves entire life cycle of systems development, all skill sets required to accomplish such work and all elements of project (hardware, software, communications, etc.)

### 3.3.2.3 Senior (WebSphere) Programmer Analyst

Assist DHMH staff with the analysis of functional business applications, design specifications and application development. Translates detailed design into computer software. Tests, debugs, and refines the computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Primary duties shall include the ongoing maintenance and development of new features and functions of the eMedicaid web-based portal.

The proposed candidate(s) shall have minimum five (5) years application development experience in all of the following areas:

- A. Websphere 7
- B. DB2 UDB
- C. DB2:Connect
- D. Web application development using Web Services, XML, J2EE, JDBC
- E. Design and development of Health Insurance Application Framework.

#### 3.3.2.4 Senior (Mainframe) Programmer Analyst

Assist DHMH staff with the development and support of MMIS II subsystem applications for Claims, Provider, Reference, MARS and Eligibility.

The proposed candidate(s) shall have minimum five (5) years of experience in all of the following areas:

- A. IBM Mainframe OS390
- B. Cobol
- C. DB2
- D. VSAM
- E. JCL

The following additional skills are considered highly desirable:

- A. CICS
- B. Information Builders FOCUS

#### 3.3.2.5 Senior Systems Engineer

Assist Department Staff with the resolution of complex problems in planning, integrating and maintaining hardware and software.

The proposed candidate(s) shall have minimum five (5) years of experience in all of the following areas:

- A. MCSE (MS Certified Engineer), and MCSA (MS System Administrator) certified.
- B. Experience in HP (Compaq) server class machines, HP Blade servers, HP SAN, tape drive storage devices, server clustering, and familiarity with network configuration.
- C. Experience with Active Directory Administration
- D. Experience with server virtualization.

#### 3.3.2.6 Database Management Specialist (DB2)

Provide DB2 database administration functions, including table re-orgs, table partitioning, monitoring system performance and tablespace growth, and managing indexes as well as recommend ways to maintain or improve system performance and reliability. Also, includes database support of eMedicaid.

The proposed candidate(s) shall have minimum five (5) years of experience in all of the following areas:

- A. Knowledge and experience with DB2 for zOS (V9).
- B. Knowledge and experience with DB2 UDB (V9)
- C. Support of production and development efforts.
- D. Oversight of logical and physical organization of data;
- E. Monitoring of efficiency of processes to assure minimization of CPU time charges.
- F. Troubleshoot problems related to availability of data to system users, space, database software, data flow, and data storage or data access.

- G. Diagnostic tools: ABEND-AID, XPEDITER, Omegamon, QMF, FILE-AID.
- H. Participate in data migration efforts.
- I. Assurance of sufficiency of backup and recovery plans.
- J. DB2:Connect.
- K. Knowledge and experience with MS SQL server for network based applications would be a plus.

### 3.3.3 Non-Key Personnel Staffing Requirements

#### 3.3.3.1 Application Programmer

Supports software components for EDITPS system to develop, code, and implement solutions according to specifications approved by Senior Computer Programmer and Subject Matter Expert.

The proposed candidate(s) shall have minimum five (5) years development experience in all of the following areas:

- A. Microsoft BizTalk 2009 SDK
- B. Visual Studio .NET
- C. .NET Framework concepts and application development using C#
- D. Development and application of COM/COM+ objects
- E. Scripting languages: VBScript, JavaScript
- F. Web application development using: ASP.NET, HTML/DHTML, XML
- G. SQL Server 2008
- H. HIPAA X12N Transactions and Codes Sets
- I. FTP/EFT Server
- J. SCOM 2007 Agent
- K. Flatfile Structure formats.
- L. Documentation - Writing Test Plans and Test Plan execution

Working knowledge in all of the following additional skills:

- A. EDIFECs SpecBuilder
- B. Use of Regular Expressions
- C. Text editors (Ultraedit, Text Pad...)

#### 3.3.3.2 Systems Design Architect

Provide support of software applications for EDITPS system by recommending technical solutions, designing and testing technical specifications, and providing technical and administrative direction to staff, to support requested application modifications to EDITPS.

The proposed candidate(s) shall have minimum five (5) years of experience performing all of the following duties:

- A. Recommend program modification and enhancements and ensure users have proper procedures.

- B. Participate as required with technical staff in the design, development and testing of system modifications.
- C. Prepare level of effort for program modifications and develop program specification for technical staff.
- D. Designing and executing IT software tests and evaluating results to ensure compliance with applicable regulations.
- E. Review test results and evaluates for conformance to design.
- F. Monitor all phases of the project and make recommendations on schedule, budget and scope-change impacts to management.
- G. Provide application help-desk support to end-users, which would include prioritizing, troubleshooting, and communicating issues related to end-user support.
- H. Providing functional training as required.
- I. Provide updates to system documentation as required.
- J. Administer, support, maintain, develop, monitor and upgrade the architecture requirements for client servers, hardware, networks, processors, controllers, drives and mainframe applications.
- K. Gather and define architecture requirements which shall be compatible and in compliance with Program and project standards.
- L. Monitor, react and troubleshoot network outages and production equipment failures. Assess damages from power outages.
- M. Schedule and support equipment upgrades.
- N. Recommend equipment upgrades
- O. Work with vendors and Program staff in the purchasing of required equipment. Review equipment bids.
- P. Generate performance reports.

Working knowledge in all of the following additional skills:

- A. EDI
- B. MS BizTalk
- C. MS SQL Server
- D. HIPAA X12N Transaction Code Sets.

### **3.3.3.3 Database Management Specialist (SQL Server)**

Create tables, performs reorgs and tune the SQL Server 2008 databases.

The proposed candidate(s) shall have minimum five (5) years of experience in all of the following areas:

- A. Support of production and development efforts for SQL Server 2008 applications;
- B. Database design of logical and physical organization of data;
- C. Database administrator of SQL Server 2008 Enterprise Edition databases running in a clustered environment on Windows 2008;
- D. Performance monitoring of processes to assure minimization of CPU usage;
- E. Troubleshoot problems related to availability of data to system users, space, database software, data flow, and data storage or data access;
- F. Managing multiple database instances;
- G. BackupExec 2012 agent - backup and recovery of databases;
- H. Job Scheduling;



Working knowledge in all of the following additional skills:

- A. SQL Server 2008 for network based applications.

#### **3.3.3.4 Senior (Mainframe) Programmer Analyst**

Assist DHMH staff with the development and support of MMIS II subsystem applications for Claims, Provider, Reference, MARS and Eligibility.

The proposed candidate(s) shall have minimum five (5) years of experience in all of the following areas:

- A. IBM Mainframe OS390
- B. Cobol
- C. DB2
- D. VSAM
- E. JCL

The following additional skills are considered highly desirable:

- A. CICS
- B. Information Builders FOCUS

#### **3.3.3.5 Computer Specialist**

Assist DHMH staff in integrating and maintaining software and hardware.

The proposed candidate(s) shall have minimum five (5) years of experience in all of the following areas:

- A. Planning, integration and maintenance for software and hardware components of microcomputer networks.
- B. Oversight of operating systems, network communications and peripherals to assure optimal functionality of all elements as well as reliability of local area network performance.

#### **3.3.3.6 Business Analyst**

The Business Analyst assists Department Staff with defining and documenting customer business functions and processes.

The proposed candidate(s) shall have minimum five (5) years of experience performing the following duties:

- A. Acts as the liaison between end-user community and technical staff.
- B. Analyzes and develops user requirements for new systems and enhancements.
- C. Documents functional business specifications.
- D. Participates in user Acceptance Testing and testing of new functionality.
- E. Writes test cases and scenarios.
- F. Reviews system change requests.
- G. Create detailed system change requests documentation.

- H. Relate system change requests to impacted business processes and suggest necessary changes.
- I. Dialog with technical staff concerning any recommended changes to rejected system change requests.
- J. Update User documentation
- K. Interview Users concerning system change requests.

### 3.4 Working Hours

The Contractor's assigned personnel shall work an eight (8) hour day (hours to be approved by the OSOP Project Manager), Monday through Friday except for State holidays (including but not limited to Service Reduction Days or mandatory State Furlough Days). Work is to be performed on-site at 201 W. Preston Street, Baltimore, Maryland. The Contractor's personnel shall work on-site (a shift of 8.5 hours with ½ hour for lunch) during the core business hours of 9:00 AM to 2:30 PM local time. A DHMH/OSOP Supervisor must approve Contractor personnel's work schedule hours. This is a 40 hour work week. Deviations to this schedule, with the exception of on-call production support, shall be approved in writing by the OSOP Project Manager or designee.

In addition to the preceding paragraph, services may also involve some evening and/or weekend hours performing planned system upgrades and on-call production support in addition to core business-day hours. Additional hours above 40 hours will be substituted for time off. For every one (1) hour of overtime earned an equivalent hour will be accrued for time off. Additional hours above 40 hours may be paid at the proposed hourly rate but must be approved by both the OSOP Project Manager and Department Contract Monitor. DHMH/OSOP will make no additional payments over and above the stated contract amount.

In the event of a reduction in State revenues and a subsequent reduction in allocated budget, the Contractor personnel shall be required to participate in the State mandated Service Reduction Days as well as State Furlough Days. In this event, the Contractor shall be notified in writing by the OSOP Project Manager of these details. In addition to the Service Reduction Days and Furlough Days, the Contractor may also be requested to restrict the number of hours the Contractor personnel can work within a given period of time that may result in less than an eight (8) hour day or less than a 40 hour work week.

### 3.5 Evaluation of Contractor Personnel (Performance Mitigation)

The State's Contract Monitor or designee shall evaluate the performance of all contractor personnel on a semi-annual basis using evaluation criteria contained in the performance evaluation form (PEF) provided in **Attachment U**. The Contract Monitor may consider any and all information relevant to the performance of a key person during that period.

Each of the Contractor's personnel shall maintain at least a "Meets Standards" in each category of the performance evaluation. If prior to a scheduled evaluation, the Contract Monitor determines there are issues with the performance of any of the Contractor's key personnel, the Contract Monitor will notify the Contractor in writing, identifying the issue(s) and the expected action(s) to correct the issue(s).

Should an evaluation of any of the Contractor's key personnel indicate unsatisfactory or marginal performance, the Contract Monitor will schedule a meeting with the key person whose evaluation is unsatisfactory and the Contractor's Project Manager (or a senior executive of the Contractor if the performance issues involves the Contractor's Project Manager) to rectify the performance issues prior to the next evaluation.

Two (2) consecutive evaluation periods with an unsatisfactory or poor performance rating (although not a prerequisite) may, at the State's sole discretion, result in a request to the Contractor to provide a replacement of that person. If the Contract Monitor requests the Contractor to replace a resource, the Contractor shall provide to the State an acceptable replacement resource within 10 business days from the date of receipt of the State's written request. The proposed replacement resource shall have equal or better qualifications than the original resource being replaced as evidenced by the proposed replacement resource's resume and any interviews conducted by the State. Failure by the Contractor to cure unsatisfactory performance and provide an acceptable replacement resource within 10 days of notice is considered failure to meet their project management requirements and sufficient cause for the State to withhold any payments until cured.

### **3.6 Performance Issue Mitigation**

At any time during the contract period of performance, should the performance of a Contractor resource be unsatisfactory as determined by the Contract Monitor, Department or Agency will pursue the following mitigation procedures prior to requesting a replacement employee:

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

### **3.7 Security Requirements**

#### **3.7.1 Employee Identification**

Each person who is an employee or agent of the Contractor or subcontractor shall display his or her company ID badge at all times while on State premises. Upon request of authorized State personnel, each such employee or agent shall provide additional photo identification.

At all times at any facility, the Contractor's personnel shall cooperate with State site requirements that include but are not limited to being prepared to be escorted at all times, providing information for badge issuance, and wearing the badge in a visual location at all times.

#### **3.7.2 Information Technology**

Contractors shall comply with and adhere to the State IT Security Policy and Standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available online at: [www.doit.maryland.gov](http://www.doit.maryland.gov) – keyword: Security Policy.

The Contractor shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State. The Contractor shall complete any necessary paperwork as directed and coordinated with the Contract Monitor to obtain approval by the State to connect Contractor-owned equipment to a State LAN/WAN.

#### **3.7.3 Criminal Background Check**



The Contractor shall obtain from each prospective employee a signed statement permitting a criminal background check. The Contractor shall secure at its own expense a Maryland State Police and/or FBI background check and shall provide the Contract Monitor with completed checks on all new employees prior to assignment. The Contractor may not assign an employee with a criminal record unless prior written approval is obtained from the Contract Monitor.

### **3.8 Insurance Requirements**

The Contractor shall maintain Commercial General Liability Insurance with limits sufficient to cover losses resulting from, or arising out of, Contractor action or inaction in the performance of the Contract by the Contractor, its agents, servants, employees, or subcontractors, but no less than a Combined Single Limit for Bodily Injury, Property Damage, and Personal and Advertising Injury Liability of \$1,000,000 per occurrence and \$3,000,000 aggregate.

The Contractor shall maintain Errors and Omissions/Professional Liability insurance with minimum limits of \$1,000,000 per occurrence.

The Contractor shall maintain Automobile and/or Commercial Truck Insurance as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.

The Contractor shall maintain Employee Theft Insurance with minimum limits of \$1,000,000 per occurrence.

Within five (5) Business Days of recommendation for Contract award, the Contractor shall provide the Contract Monitor with current certificates of insurance, and shall update such certificates from time to time but no less than annually in multi-year contracts, as directed by the Contract Monitor. Such copy of the Contractor's current certificate of insurance shall contain at minimum the following:

- A. Workers' Compensation – The Contractor shall maintain such insurance as necessary and/or as required under Workers' Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act.
- B. Commercial General Liability
- C. Errors and Omissions/Professional Liability
- D. Automobile and/or Commercial Truck Insurance
- E. Employee Theft Insurance

The State shall be listed as an additional insured on the policies with the exception of Worker's Compensation Insurance and Professional Liability Insurance. All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the Contract Monitor, by certified mail, not less than 45 days' advance notice of any non-renewal, cancellation, or expiration. In the event the Contract Monitor receives a notice of non-renewal, the Contractor shall provide the Contract Monitor with an insurance policy from another carrier at least 30 days prior to the expiration of the insurance policy then in effect. All insurance policies shall be with a company licensed by the State to do business and to provide such policies.

The Contractor shall require that any subcontractors providing services under this Contract obtain and maintain similar levels of insurance and shall provide the Contract Monitor with the same documentation as is required of the Contractor.



### 3.9 Problem Escalation Procedure

The Contractor shall provide and maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP shall state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes.

The Contractor shall provide contact information to the Contract Monitor, as well as to other State personnel, as directed should the Contract Monitor not be available.

The Contractor shall provide the PEP no later than ten (10) Business Days after notice of Contract award or after the date of the Notice to Proceed, whichever is earlier. The PEP, including any revisions thereto, shall also be provided within ten (10) Business Days after the start of each Contract year and within ten (10) Business Days after any change in circumstance which changes the PEP. The PEP shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. The PEP shall include:

- A. The process for establishing the existence of a problem;
- B. The maximum duration that a problem may remain unresolved at each level in the Contractor's organization before automatically escalating the problem to a higher level for resolution;
- C. Circumstances in which the escalation will occur in less than the normal timeframe;
- D. The nature of feedback on resolution progress, including the frequency of feedback to be provided to the State;
- E. Identification of, and contact information for, progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;
- F. Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays, etc.) and on an emergency basis; and
- G. A process for updating and notifying the Contract Monitor of any changes to the PEP.

Nothing in this section shall be construed to limit any rights of the Contract Monitor or the State which may be allowed by the Contract or applicable law.

### 3.10 Invoicing

#### 3.10.1 General

All invoices for services shall be signed by the Contractor and submitted to the Contract Monitor. All invoices shall include all of the following information:

- A. Contractor name
- B. Remittance address
- C. Federal taxpayer identification number (or if sole proprietorship, the individual's social security number)
- D. Invoice period
- E. Invoice date
- F. Invoice number



- G. State assigned Contract number
- H. State assigned (Blanket) Purchase Order number(s)
- I. Goods or services provided
- J. Amount due
- K. E-mail address/phone number of Contractor's POC
- L. Supporting Documentation

Invoices submitted without the required information cannot be processed for payment until the Contractor provides the required information.

The Department reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Department with all required deliverables within the time frame specified in the Contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract. Any action on the part of the Department, or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.02.

### 3.10.2 Invoice Submission Schedule

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

Invoices are due by the 15th of the month following the month in which services were performed.

### 3.11 MBE Reports

If this solicitation includes a MBE Goal (see **Section 1.33**), the Contractor and its MBE subcontractors shall provide the following MBE Monthly Reports based upon the commitment to the goal:

- A. **Attachment D-4A**, the MBE Participation Prime Contractor Paid/Unpaid MBE Invoice Report by the 10th of the month following the reporting period to the Contract Monitor and the MBE Liaison Officer.
- B. (if applicable) An MBE Prime Contractor Report (**Attachment D-4B**) identifying an MBE prime's self-performing work to be counted towards the MBE participation goals.
- C. MBE Subcontractor Paid/Unpaid Invoice Report (Attachment D-5) that identifies the Contract and lists all payments to the MBE subcontractor received from the Contractor in the preceding 30 days, as well as any outstanding invoices, and the amounts of those invoices.

### 3.12 VSBE Reports

If this solicitation includes a VSBE Goal (see **Section 1.41**), the Contractor and its VSBE subcontractors shall provide the following VSBE Monthly Reports based upon the commitment to the goal:

- A. **Attachment M-3**, the VSBE Participation Prime Contractor Paid/Unpaid VSBE Invoice Report by the 10th of the month following the reporting period to the Contract Monitor and the VSBE Liaison Officer.
- B. **Attachment M-4**, the VSBE Participation Subcontractor Paid/Unpaid VSBE Invoice Report by the 10th of the month following the reporting period to the Contract Monitor and the VSBE Liaison Officer.



**3.13 SOC 2 Type II Audit Report**

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

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## SECTION 4. PROPOSAL FORMAT

### 4.1 Two Part Submission

Offerors shall submit Proposals in separate volumes:

- A. Volume I – TECHNICAL PROPOSAL
- B. Volume II – FINANCIAL PROPOSAL

### 4.2 Proposals

Volume I – Technical Proposal, and Volume II – Financial Proposal shall be sealed separately from one another. It is preferred, but not required, that the name, email address, and telephone number of the Offeror be included on the outside of the packaging for each volume. Each Volume shall contain an unbound original, so identified, and six (6) copies. Unless the resulting package will be too unwieldy, the State’s preference is for the two (2) sealed Volumes to be submitted together in a single package including a label bearing:

- A. The RFP title and number,
- B. Name and address of the Offeror, and
- C. Closing date and time for receipt of Proposals

To the Procurement Officer (see **Section 1.5**) prior to the date and time for receipt of Proposals (see **Section 1.11** “Proposals Due (Closing) Date and Time”).

An electronic version (CD or DVD) of the Technical Proposal in Microsoft Word format (version 2007), must be enclosed with the original Technical Proposal. An electronic version (CD or DVD) of the Financial Proposal in Microsoft Word or Microsoft Excel format (version 2007) must be enclosed with the original Financial Proposal. CD/DVDs must be labeled on the outside with the RFP title and number, name of the Offeror, and volume number. CD/DVDs must be packaged with the original copy of the appropriate Proposal (Technical or Financial).

A second electronic version of Volume I and Volume II in searchable Adobe .pdf format shall be submitted on CD or DVD for Public Information Act (PIA) requests. This copy shall be redacted so that confidential and/or proprietary information has been removed (see **Section 1.14** “Public Information Act Notice”).

All pages of both proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page “x”).

Proposals and any modifications to Proposals will be shown only to State employees, members of the Evaluation Committee, or other persons deemed by the Department to have a legitimate interest in them.

### 4.3 Delivery

Offerors may either mail or hand-deliver Proposals.

For U.S. Postal Service deliveries, any Proposal that has been received at the appropriate mailroom, or typical place of mail receipt, for the respective procuring unit by the time and date listed in the RFP will be deemed to be timely. If an Offeror chooses to use the U.S. Postal Service for delivery, the Department recommends that it use Express Mail, Priority Mail, or Certified Mail only as these are the only forms for



which both the date and time of receipt can be verified by the Department. An Offeror using first class mail will not be able to prove a timely delivery at the mailroom, and it could take several days for an item sent by first class mail to make its way by normal internal mail to the procuring unit.

Hand-delivery includes delivery by commercial carrier acting as agent for the Offeror. For any type of direct (non-mail) delivery, Offerors are advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery.

After receipt, a Register of Proposals will be prepared that identifies each Offeror. The Register of Proposals will be open to inspection only after the Procurement Officer makes a determination recommending the award of the Contract.

#### **4.4 Volume I – Technical Proposal**

*Note*

*No pricing information is to be included in the Technical Proposal (Volume I). Pricing information is to be included only in the Financial Proposal (Volume II).*

##### **4.4.1 Format of Technical Proposal**

Inside a sealed package described in **Section 4.2** “Proposals,” the unbound original, six (6) copies, and the electronic version shall be provided. The RFP sections are numbered for ease of reference. **Section 4.4** sets forth the order of information to be provided in the Technical Proposal, e.g., Section 4.4.1.1 “Title and Table of Contents”, Section 4.4.1.2 “Claim of Confidentiality”, Section 4.4.1.3 “Transmittal Letter”, Section 4.4.1.4 “Executive Summary”, etc. In addition to the instructions below, responses in the Offeror’s Technical Proposal should reference the organization and numbering of Sections in the RFP (ex. “Section 3.2.1 Response . . . ; “Section 3.2.2 Response . . .,” etc.). This Proposal organization will allow State officials and the Evaluation Committee (see **Section 5.1**) to “map” Offeror responses directly to RFP requirements by Section number and will aid in the evaluation process.

The Technical Proposal shall include the following documents and information in the order specified as follows each section of the Technical Proposal shall be separated by a TAB as detailed below:

##### **4.4.1.1 Title Page and Table of Contents**

**(Submit under TAB A)**

The Technical Proposal should begin with a Title Page bearing the name and address of the Offeror and the name and number of this RFP. A Table of Contents shall follow the Title Page for the Technical Proposal, organized by section, subsection, and page number.

##### **4.4.1.2 Claim of Confidentiality**

**(If applicable, submit under TAB A-1)**

Any information which is claimed to be confidential is to be noted by reference and included after the Title Page and before the Table of Contents, and if applicable, also in the Offeror’s Financial Proposal. An explanation for each claim of confidentiality shall be included (see **Section 1.14** “Public Information Act Notice”). The entire Proposal cannot be given a blanket confidentiality designation. Any confidentiality designation must apply to specific sections, pages, or portions of pages of the Proposal.

##### **4.4.1.3 Transmittal Letter**

**(Submit under TAB B)**

Transmittal Letter shall accompany the Technical Proposal. The purpose of this letter is to transmit the Proposal and acknowledge the receipt of any addenda. The Transmittal Letter should be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. The Transmittal Letter should include the following:

- A. Name and address of the Offeror;
- B. Name, title, e-mail address, and telephone number of primary contact for the Offeror;
- C. Solicitation Title and Solicitation Number that the Proposal is in response to;
- D. Signature, typed name, and title of an individual authorized to commit the Offeror to its Proposal;
- E. Federal Employer Identification Number (FEIN) of the Offeror, or if a single individual, that individual's Social Security Number (SSN);
- F. Offeror's eMM number;
- G. Offeror's MBE certification number (if applicable);
- H. Acceptance of all State RFP and Contract terms and conditions (see **Section 1.24**); if any exceptions are taken, they are to be noted in the Executive Summary (see **Section 4.4.1.4**); and
- I. Acknowledgement of all addenda to this RFP.

#### **4.4.1.4 Executive Summary**

##### **(Submit under TAB C)**

The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled "Executive Summary." The Summary should identify the Service Category(ies) and Region(s) for which the Offeror is proposing to provide services (if applicable). The Summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (**Attachment A**), or any other attachments. Exceptions to terms and conditions may result in having the Proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.

If the Offeror has taken no exceptions to the requirements of this RFP, the Executive Summary shall so state.

#### **4.4.1.5 Minimum Qualifications Documentation**

##### **(If applicable, Submit under TAB D)**

The Offeror shall submit any Minimum Qualifications documentation that may be required, as set forth in **Section 2** "Offeror Minimum Qualifications."

#### **4.4.1.6 Offeror Technical Response to RFP Requirements and Proposed Work Plan**

##### **(Submit under TAB E)**

The Offeror shall address each Scope of Work requirement (**Section 3.2**) in its Technical Proposal and describe how its proposed services, including the services of any proposed subcontractor(s), will meet or exceed the requirement(s). If the State is seeking Offeror agreement to any requirement(s), the Offeror shall state its agreement or disagreement. Any paragraph in the Technical Proposal that responds to a Scope of Work (**Section 3.2**) requirement shall include an explanation of how the work will be done. Any exception to a requirement, term, or condition may result in having the Proposal classified as not reasonably susceptible of being selected for award or the Offeror deemed not responsible.

The Offeror shall give a definitive description of the proposed plan to meet the requirements of the RFP. The response shall include the specific methodology and techniques to be used by the Offeror in providing the required services as outlined in RFP **Section 3**, Scope of Work. The Offeror shall identify the location(s) from which it proposes to provide the services, including, if applicable, any current facilities that it operates, and any required construction to satisfy the State's requirements as outlined in this RFP.

The Offeror shall provide a draft Problem Escalation Procedure (PEP) that includes, at a minimum, titles of individuals to be contacted by the Department's Contract Monitor should problems arise under the Contract and explain how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. Final procedures shall be submitted as indicated in RFP **Section 3.9**.

The Offeror shall give a definite description of the proposed contract transition plans. The transition plans shall include specific methodology and contract timelines and deliverables for contract transitions.

#### **4.4.1.7 Experience and Qualifications of Proposed Staffing Plan**

**(Submit under TAB F)**

Offeror shall propose exactly thirteen (13) named resources in response to this RFP.

- A. Complete and provide for each proposed resource **Attachment W** Standard Resume Form.
- B. Provide three (3) references per proposed resource containing the information listed in **Attachment W** Standard Resume Form.

Offerors shall propose four (4) Key Personnel and nine (9) Non-Key Personnel in response to this RFP (see **Table 3-2** and **Table 3-3**). All other positions (see **Table 3-4**) shall be described generally in the Staffing Plan, and may not be used as evidence of fulfilling company qualifications.

Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources in addition to the personnel requested in this RFP, and how the Contractor Personnel shall be managed. Include:

- A. Planned team composition by role
- B. Process and proposed lead time for locating and bringing on board resources that meet Contract needs, for both initial and replacement staffing
- C. Supporting descriptions for all labor categories proposed in response to this RFP
- D. Description of approach for quickly substituting qualified personnel after start of Contract
- E. Provide the names and titles of the Offeror's management staff who will supervise the personnel and quality of services rendered under this contract.
- F. The Offeror shall provide an Organizational Chart outlining personnel and their related duties. The Offeror shall include job titles and the percentage of time each individual will spend on his/her assigned tasks. Offerors using job titles other than those commonly used by industry standards shall provide a crosswalk reference document.

#### **4.4.1.8 Offeror Qualifications and Capabilities**

**(Submit under TAB G)**

The Offeror shall include information on past experience with similar projects and/or services. The Offeror shall describe how its organization can meet the requirements of this RFP and shall also include the following information:

- A. The number of years the Offeror has provided the similar services;
- B. The number of clients/customers and geographic locations that the Offeror currently serves;
- C. The names and titles of headquarters or regional management personnel who may be involved with supervising the services to be performed under this Contract;
- D. The Offeror's process for resolving billing errors; and
- E. An organizational chart that identifies the complete structure of the Offeror including any parent company, headquarters, regional offices, and subsidiaries of the Offeror.

#### **4.4.1.9 Offeror's References**

##### **(Submit under TAB H)**

At least three (3) references are requested from customers who are capable of documenting the Offeror's ability to provide the services specified in this RFP. References used to meet any Offeror Minimum Qualifications (see **Section 2**) may be used to meet this request. Each reference shall be from a client for whom the Offeror has provided services within the past ten (10) years and shall include the following information:

- A. Name of client organization;
- B. Name, title, telephone number, and e-mail address, if available, of point of contact for client organization; and
- C. Value, type, duration, and description of services provided.

The Department reserves the right to request additional references or utilize references not provided by an Offeror.

#### **4.4.1.10 List of Current or Prior State Contracts**

##### **(Submit under TAB I)**

Provide a list of all contracts with any entity of the State of Maryland for which the Offeror is currently performing services or for which services have been completed within the last five (5) years. For each identified contract, the Offeror is to provide:

- A. The State contracting entity;
- B. A brief description of the services/goods provided;
- C. The dollar value of the contract;
- D. The term of the contract;
- E. The State employee contact person (name, title, telephone number, and, if possible, e-mail address); and
- F. Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

Information obtained regarding the Offeror's level of performance on State contracts will be used by the Procurement Officer to determine the responsibility of the Offeror and considered as part of the experience and past performance evaluation criteria of the RFP.

#### **4.4.1.11 Financial Capability**

##### **(Submit under TAB J)**

An Offeror shall include in its Proposal a commonly-accepted method to prove its fiscal integrity. If available the Offeror shall include Financial Statements, preferably a Profit and Loss (P&L) statement and a Balance Sheet, for the last two (2) years (independently audited preferred).

In addition, the Offeror may supplement its response to this Section by including one or more of the following with its response:

- A. Dunn and Bradstreet Rating;
- B. Standard and Poor's Rating;
- C. Lines of credit;
- D. Evidence of a successful financial track record; and
- E. Evidence of adequate working capital

#### **4.4.1.12 Certificate of Insurance**

**(Submit under TAB K)**

The Offeror shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Proposal submission date. The current insurance types and limits do not have to be the same as described in **Section 3.8**. See **Section 5.6** for the required insurance certificate submission for the recommended Offeror.

#### **4.4.1.13 Subcontractors**

**(Submit under TAB L)**

The Offeror shall provide a complete list of all subcontractors that will work on the Contract if the Offeror receives an award, including those utilized in meeting the MBE and/or VSBE subcontracting goal, if applicable. This list shall include a full description of the duties each subcontractor will perform and why/how each subcontractor was deemed the most qualified for this project.

#### **4.4.1.14 Legal Action Summary**

**(Submit under TAB M)**

This summary shall include:

- A. A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action;
- B. A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years;
- C. A description of any judgments against the Offeror within the past five (5) years, including the case name, court case docket number, and what the final ruling or determination was from the court; and
- D. In instances where litigation is on-going and the Offeror has been directed not to disclose information by the court, provide the name of the judge and location of the court.

#### **4.4.1.15 Economic Benefit Factors**

**(Submit under TAB N)**



MARYLAND DEPARTMENT OF HEALTH AND MENTAL HYGIENE  
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SUPPORT AND MAINTENANCE FOR EDITPS AND MMIS II



The Offeror shall submit with its Proposal a narrative describing benefits that will accrue to the Maryland economy as a direct or indirect result of its performance of this contract. Proposals will be evaluated to assess the benefit to Maryland's economy specifically offered. See COMAR 21.05.03.03A(3).

Proposals that identify specific benefits as being contractually enforceable commitments will be rated more favorably than Proposals that do not identify specific benefits as contractual commitments, all other factors being equal.

Offerors shall identify any performance guarantees that will be enforceable by the State if the full level of promised benefit is not achieved during the Contract term.

As applicable, for the full duration of the Contract, including any renewal period, or until the commitment is satisfied, the Contractor shall provide to the Procurement Officer or other designated agency personnel reports of the actual attainment of each benefit listed in response to this section. These benefit attainment reports shall be provided quarterly, unless elsewhere in these specifications a different reporting frequency is stated.

Please note that in responding to this section, the following do not generally constitute economic benefits to be derived from this Contract:

- A. generic statements that the State will benefit from the Offeror's superior performance under the Contract;
- B. descriptions of the number of Offeror employees located in Maryland other than those that will be performing work under this Contract; or
- C. tax revenues from Maryland based employees or locations, other than those that will be performing, or used to perform, work under this Contract.

Discussion of Maryland-based employees or locations may be appropriate if the Offeror makes some projection or guarantee of increased or retained presence based upon being awarded this Contract.

Examples of economic benefits to be derived from a contract may include any of the following. For each factor identified below, identify the specific benefit and contractual commitments and provide a breakdown of expenditures in that category:

- A. The Contract dollars to be recycled into Maryland's economy in support of the Contract, through the use of Maryland subcontractors, suppliers and joint venture partners. Do not include actual fees or rates paid to subcontractors or information from your Financial Proposal;
- B. The number and types of jobs for Maryland residents resulting from the Contract. Indicate job classifications, number of employees in each classification and the aggregate payroll to which the Offeror has committed, including contractual commitments at both prime and, if applicable, subcontract levels. If no new positions or subcontracts are anticipated as a result of this Contract, so state explicitly;
- C. Tax revenues to be generated for Maryland and its political subdivisions as a result of the Contract. Indicate tax category (sales taxes, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the Contract;
- D. Subcontract dollars committed to Maryland small businesses and MBEs; and
- E. Other benefits to the Maryland economy which the Offeror promises will result from awarding the Contract to the Offeror, including contractual commitments. Describe the benefit, its value to the Maryland economy, and how it will result from, or because of the Contract award.



Offerors may commit to benefits that are not directly attributable to the Contract, but for which the Contract award may serve as a catalyst or impetus.

#### 4.4.2 Additional Required Technical Submissions

##### (Submit under TAB O)

The following documents shall be completed, signed, and included in the Technical Proposal, under TAB O that follows the material submitted in response to **Section 4.4.1**.

- A. Completed Bid/Proposal Affidavit (**Attachment B**).
- B. Completed Maryland Living Wage Requirements Affidavit of Agreement (**Attachment G-1**).

If required, the following documents shall be completed, signed, and included in the Technical Proposal, under TAB O that follows the material submitted in response to **Section 4.4.1**. See appropriate RFP Section to determine whether the Attachment is required for this procurement:

- A. Completed MDOT Certified MBE Utilization and Fair Solicitation Affidavit (**Attachment D1**) see **Section 1.33**. This attachment shall be provided in a separately sealed envelope within the main Technical Proposal package/envelope.
- B. Completed Federal Funds Attachment (**Attachment H**) see **Section 1.35**.
- C. Completed Conflict of Interest Affidavit and Disclosure (**Attachment I**) see **Section 1.36**.

#### 4.5 Volume II – Financial Proposal

The Financial Proposal shall contain all price information in the format specified in **Attachment F**. The Offeror shall complete the Financial Proposal Form only as provided in the Financial Proposal Instructions and the Financial Proposal Form itself.

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## SECTION 5. EVALUATION COMMITTEE, EVALUATION CRITERIA, AND SELECTION PROCEDURE

### 5.1 Evaluation Committee

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

### 5.2 Technical Proposal Evaluation Criteria

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

- A. Experience and Qualifications of Proposed Key Personnel
- B. The ability for the Contractor to meet staffing expectations relative to supplying additional resources as stated in the Staffing Management Plan for this RFP meeting qualifications in [Section 3.3](#). Both the Offeror's proposed initial onboarding timeline and the experience and qualifications of the proposed Non-Key Personnel will be used in this criteria.
- C. Offeror Qualifications and Capabilities, including proposed Subcontractors
- D. Economic Benefit to State of Maryland

### 5.3 Financial Proposal Evaluation Criteria

All Qualified Offerors (see [Section 5.5](#)) will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Proposal Price within the stated guidelines set forth in this RFP and as submitted on [Attachment F](#) - Financial Proposal Form.

### 5.4 Reciprocal Preference

Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. Therefore, COMAR 21.05.01.04 requires that procuring units apply a reciprocal preference under the following conditions:

- A. The most advantageous offer is from a responsible Offeror whose headquarters, principal base of operations, or principal site that will primarily provide the services required under this RFP is in another state.
- B. The other state gives a preference to its resident businesses through law, policy, or practice; and
- C. The preference does not conflict with a Federal law or grant affecting the procurement Contract.

The preference given shall be identical to the preference that the other state, through law, policy, or practice gives to its resident businesses.

## 5.5 Selection Procedures

### 5.5.1 General

The Contract will be awarded in accordance with the Competitive Sealed Proposals (CSP) method found at COMAR 21.05.03. The Competitive Sealed Proposals method allows for the conducting of discussions and the revision of Proposals during these discussions. Therefore, the State may conduct discussions with all Offerors that have submitted Proposals that are determined to be reasonably susceptible of being selected for contract award or potentially so. However, the State reserves the right to make an award without holding discussions.

In either case (i.e., with or without discussions), the State may determine an Offeror to be not responsible and/or an Offeror's Proposal to be not reasonably susceptible of being selected for award at any time after the initial closing date for receipt of Proposals and prior to Contract award. If the State finds an Offeror to be not responsible and/or an Offeror's Technical Proposal to be not reasonably susceptible of being selected for award, that Offeror's Financial Proposal will be returned if the Financial Proposal is unopened at the time of the determination.

### 5.5.2 Selection Process Sequence

A determination is made that the MDOT Certified MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**) is included and is properly completed, if there is a MBE goal. In addition, a determination is made that the Veteran-Owned Small Business Enterprise (VSBE) Utilization Affidavit and Subcontractor Participation Schedule (**Attachment M-1**) is included and is properly completed, if there is a VSBE goal.

Technical Proposals are evaluated for technical merit and ranked. During this review, oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State's requirements and the Offeror's ability to perform the services, as well as to facilitate arrival at a Contract that is most advantageous to the State. Offerors will be contacted by the State as soon as any discussions are scheduled.

Offerors must confirm in writing any substantive oral clarifications of, or changes in, their Technical Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Technical Proposal. Technical Proposals are given a final review and ranked.

The Financial Proposal of each Qualified Offeror (a responsible Offeror determined to have submitted an acceptable Proposal) will be evaluated and ranked separately from the Technical evaluation. After a review of the Financial Proposals of Qualified Offerors, the Evaluation Committee or Procurement Officer may again conduct discussions to further evaluate the Offeror's entire Proposal.

When in the best interest of the State, the Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO.

### 5.5.3 Award Determination

Upon completion of the Technical Proposal and Financial Proposal evaluations and rankings, each Offeror will receive an overall ranking. The Procurement Officer will recommend award of the Contract to the responsible Offeror that submitted the Proposal determined to be the most advantageous to the State. In making this most advantageous proposal determination, technical factors will receive greater weight than financial factors.



**5.6 Documents Required Upon Notice of Recommendation for Contract Award**

Upon receipt of a Notification of Recommendation for Contract Award, the following documents shall be completed, signed if applicable with original signatures, and submitted by the recommended awardee within five (5) Business Days, unless noted otherwise. Submit three (3) copies of each of the following documents:

- A. Contract (**Attachment A**),
- B. Contract Affidavit (**Attachment C**),
- C. MBE Attachments **D-2** and **D-3A and D-3B**, within ten (10) Working Days, if applicable; see **Section 1.33**,
- D. MBE Waiver Justification within ten (10) Working Days, usually including Attachment **D-1B**, if a waiver has been requested (if applicable; see **Section 1.33**),
- E. Non-Disclosure Agreement (**Attachment J**), if applicable; see **Section 1.37**,
- F. HIPAA Business Associate Agreement (**Attachment K**), if applicable; see **Section 1.38**,
- G. Copy of a current Certificate of Insurance with the prescribed limits set forth in **Section 3.8** "Insurance Requirements," listing the State as an additional insured, if applicable; see **Section 3.8**.

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## SECTION 6. RFP ATTACHMENTS

### **ATTACHMENT A – Contract**

This is the sample contract used by the Department. It is provided with the RFP for informational purposes and is not required to be submitted at Proposal submission time. Upon notification of recommendation for award, a completed contract will be sent to the recommended awardee for signature. The recommended awardee must return to the Procurement Officer three (3) executed copies of the Contract within five (5) Business Days after receipt. Upon Contract award, a fully-executed copy will be sent to the Contractor.

### **ATTACHMENT B – Bid/Proposal Affidavit**

This Attachment must be completed and submitted with the Technical Proposal.

### **ATTACHMENT C – Contract Affidavit**

This Attachment must be completed and submitted by the recommended awardee to the Procurement Officer within five (5) Business Days of receiving notification of recommendation for award.

### **ATTACHMENT D – Minority Business Enterprise Forms**

If required (see Section 1.33), these Attachments include the MBE subcontracting goal statement, instructions, and MBE Attachments D-1 through D-6. Attachment D-1A must be properly completed and submitted with the Offeror's Technical Proposal or the Proposal will be deemed not reasonably susceptible of being selected for award and rejected. Within 10 Working Days of receiving notification of recommendation for Contract award, the Offeror must submit Attachments D-2 and D-3 and, if the Offeror has requested a waiver of the MBE goal, usually Attachment D-6.

### **ATTACHMENT E – Pre-Proposal Conference Response Form**

It is requested that this form be completed and submitted as described in Section 1.7 by those potential Offerors that plan on attending the Pre-Proposal Conference.

### **ATTACHMENT F – Financial Proposal Instructions and Form**

The Financial Proposal Form must be completed and submitted in the Financial Proposal package.

### **ATTACHMENT G – Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement**

Attachment G-1 Living Wage Affidavit of Agreement must be completed and submitted with the Technical Proposal.

### **ATTACHMENT H – Federal Funds Attachment**

If required (see Section 1.35), these Attachments must be completed and submitted with the Technical Proposal as instructed in the Attachments.

### **ATTACHMENT I – Conflict of Interest Affidavit and Disclosure**



If required (see Section 1.36), this Attachment must be completed and submitted with the Technical Proposal.

**ATTACHMENT J – Non-Disclosure Agreement**

If required (see Section 1.37), this Attachment must be completed and submitted within five (5) Business Days of receiving notification of recommendation for award. However, to expedite processing, it is suggested that this document be completed and submitted with the Technical Proposal.

**ATTACHMENT K – HIPAA Business Associate Agreement**

If required (see Section 1.38), this Attachment is to be completed and submitted within five (5) Business Days of receiving notification of recommendation for award. However, to expedite processing, it is suggested that this document be completed and submitted with the Technical Proposal.

**ATTACHMENT L – Mercury Affidavit**

If required (see Section 1.40), this Attachment must be completed and submitted with the Technical Proposal.

**ATTACHMENT M – Veteran-Owned Small Business Enterprise Forms**

If required (see Section 1.41), these Attachments include the VSBE Attachments M-1 through M-4. Attachment M-1 must be completed and submitted with the Technical Proposal. Attachment M-2 is required to be submitted within ten (10) Business Days of receiving notification of recommendation for award.

**ATTACHMENT N – Location of the Performance of Services Disclosure**

If required (see Section 1.42), this Attachment must be completed and submitted with the Technical Proposal.

**ATTACHMENT O – Department of Human Resources (DHR) Hiring Agreement**

If required (see Section 1.43), this Attachment is to be completed and submitted within five (5) Business Days of receiving notification of recommendation for award.

**ATTACHMENT P – EDITPS Monthly CCR Report**

**ATTACHMENT Q – MMIS II CSR, PIR Monthly Report**

**ATTACHMENT R – EDITPS Monthly Performance Report**

**ATTACHMENT S – EDITPS Production Environment**

**ATTACHMENT T – Agency Acceptance of Deliverable Form**

**ATTACHMENT U – Performance Evaluation Form (PEF)**

If required, this Attachment is to be submitted for periodic evaluation of personnel assigned to a contract. Submit as instructed in RFP.



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**ATTACHMENT V** – Staffing Management Plan

**ATTACHMENT W** – Standard Resume Form

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**Attachment A-Contract**

**Support and Maintenance for EDITPS and MMIS II**

(Do not change any of the standard contract terms.)

THIS CONTRACT (the “Contract”) is made this (“X<sup>th</sup>”) day of (month), (year) by and between (Contractor’s name) and the STATE OF MARYLAND, acting through the DEPARTMENT OF HEALTH AND MENTAL HYGIENE, OFFICE OF PROCUREMENT AND SUPPORT SERVICES.

In consideration of the promises and the covenants herein contained, the parties agree as follows:

**1. Definitions**

In this Contract, the following words have the meanings indicated:

- 1.1 “COMAR” means Code of Maryland Regulations.
- 1.2 “Contract Monitor” means the Department employee identified in Section 1.6 of the RFP as the Contract Monitor.
- 1.3 “Contractor” means (Contractor’s name) whose principal business address is (Contractor’s primary address) and whose principal office in Maryland is (Contractor’s local address).
- 1.4 “Department” means the Maryland Department of Health and Mental Hygiene and any of its Agencies, Offices, Administrations, Facilities, or Commissions.
- 1.5 “Financial Proposal” means the Contractor’s Financial Proposal dated (Financial Proposal date).
- 1.6 “Procurement Officer” means the Department employee identified in Section 1.5 of the RFP as the Procurement Officer.
- 1.7 “RFP” means the Request for Proposals for Support and Maintenance for EDITPS and MMIS II Solicitation # DHMH OPASS 15-14260, and any addenda thereto issued in writing by the State.
- 1.8 “State” means the State of Maryland.
- 1.9 “Technical Proposal” means the Contractor’s Technical Proposal dated (Technical Proposal date).

**2. Scope of Contract**

- 2.1 The Contractor shall provide deliverables, programs, goods, and services specific to the Contract awarded in accordance with Exhibits A-C listed in this section and incorporated as part of this Contract. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – The RFP

Exhibit B – State Contract Affidavit, executed by the Contractor and dated (date of Attachment C)

Exhibit C – The Proposal (Technical and Financial)

- 2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract or the RFP. No other order, statement, or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the 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 Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.
- 2.3 While the Procurement Officer may, at any time, by written change order, make unilateral changes in the work within the general scope of the Contract as provided in Section 2.2 above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals by the required agencies as described in COMAR Title 21, are obtained.

### 3.Period of Performance.

- 3.1 The term of this Contract begins on the date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required. The Contractor shall provide services under this Contract as of the Go-Live date contained in the written Notice to Proceed. From this Go-Live date, the Contract shall be for a period of approximately (number of years of base term of Contract) years (change to months if necessary) beginning (anticipated Contract start date) and ending on (anticipated end date of base term of Contract).
- 3.2 Further, this Contract may be extended for (number of Option Years) periods of one year each at the sole discretion of the Department and at the prices quoted in the Financial Proposal for Option Years. (Delete this section if there are no Option Years, and change the numbering of the next section to 3.2).
- 3.3 Audit, confidentiality, document retention, and indemnification obligations under this Contract shall survive expiration or termination of the Contract.

### 4.Consideration and Payment

- 4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the terms of this Contract and at the prices quoted on the Financial Proposal Form (Attachment F). Unless properly modified (see above Section 2.3), payment to the Contractor pursuant to this Contract shall not exceed \$ (Not-to-Exceed amount). (The following paragraph may be added to indefinite quantity, labor hour and time and materials contracts at the discretion of the Contract Monitor; otherwise delete it):

Contractor shall notify the Contract Monitor, in writing, at least sixty (60) days before payments reach the above specified amount. After notification by the Contractor, if the State fails to increase the Contract amount, the Contractor shall have no obligation to perform under this

- Contract after payments reach the stated amount; provided, however, that, prior to the stated amount being reached, the Contractor shall: (a) promptly consult with the State and work in good faith to establish a plan of action to assure that every reasonable effort has been undertaken by the Contractor to complete State-defined critical work in progress prior to the date the stated amount will be reached; and (b) when applicable secure databases, systems, platforms, and/or applications on which the Contractor is working so that no damage or vulnerabilities to any of the same will exist due to the existence of any such unfinished work.
- 4.2 Payments to the Contractor shall be made no later than thirty (30) days after the Department's receipt of a proper invoice for services provided by the Contractor, acceptance by the Department of services provided by the Contractor, and pursuant to the conditions outlined in Section 4 of this Contract. Each invoice for services rendered must include the Contractor's Federal Tax Identification or Social Security Number for a Contractor who is an individual which is **(Contractor's FEIN or SSN)**. Charges for late payment of invoices other than as prescribed at Md. Code Ann., State Finance and Procurement Article, §15-104 as from time-to-time amended, are prohibited. Invoices shall be submitted to the Contract Monitor. Electronic funds transfer shall be used by the State to pay Contractor pursuant to this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.
- 4.3 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.
- 4.4 Payment of an invoice by the Department is not evidence that services were rendered as required under this Contract.
- 4.4 Contractor's eMarylandMarketplace vendor ID number is **(Contractor's eMM number)**.

## 5. Rights to Records

- 5.1 The Contractor agrees that all documents and materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, and data prepared by the Contractor for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.
- 5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a deliverable under this Contract, and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created as a deliverable under this Contract are not works made for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.
- 5.3 The Contractor shall report to the Contract Monitor, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.

- 5.4 The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

## **6.Exclusive Use**

The State shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with this Contract. If any material, including software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the State.

## **7.Patents, Copyrights, and Intellectual Property**

- 7.1 If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent, trademark or service mark, or copyright or which is proprietary to, or a trade secret of, another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.
- 7.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, service mark, copyright, or trade secret. If a third party claims that a product infringes that party's patent, trademark, service mark, trade secret, or copyright, the Contractor will defend the State against that claim at Contractor's expense and will pay all damages, costs, and attorneys' fees that a court finally awards, provided the State: (a) promptly notifies the Contractor in writing of the claim; and (b) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in Section 7.3 below.
- 7.3 If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: (a) procure for the State the right to continue using the applicable item; (b) replace the product with a non-infringing product substantially complying with the item's specifications; or (c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

## **8.Confidentiality**

- 8.1 Subject to the Maryland Public Information Act and any other applicable laws including, without limitation, HIPAA, the HI-TECH ACT, and the Maryland Medical Records Act, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents, and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided that the data may be collected, used, disclosed, stored, and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that: (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party; (d) was supplied to

such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

8.2 This Section 8 shall survive expiration or termination of this Contract.

### **9.Loss of Data**

In the event of loss of any State data or records where such loss is due to the intentional act or omission or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Contract Monitor. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. Contractor shall use its best efforts to assure that at no time shall any actions undertaken by the Contractor under this Contract (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in databases, systems, platforms, and/or applications with which the Contractor is working hereunder.

### **10.Indemnification**

- 10.1 The Contractor shall hold harmless and indemnify the State from and against any and all losses, damages, claims, suits, actions, liabilities, and/or expenses, including, without limitation, attorneys' fees and disbursements of any character that arise from, are in connection with or are attributable to the performance or nonperformance of the Contractor or its subcontractors under this Contract.
- 10.2 This indemnification clause shall not be construed to mean that the Contractor shall indemnify the State against liability for any losses, damages, claims, suits, actions, liabilities, and/or expenses that are attributable to the sole negligence of the State or the State's employees.
- 10.3 The State of Maryland has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's performance under this Contract.
- 10.4 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's performance under this Contract.
- 10.5 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of, or relating to, the Contractor's performance under this Contract.

10.6 This Section 10 shall survive termination of this Contract.

### **11.Non-Hiring of Employees**

No official or employee of the State, as defined under Md. Code Ann., State Government Article, § 15-102, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

## 12. Disputes

This Contract shall be subject to the provisions of Md. Code Ann., State Finance and Procurement Article, Title 15, Subtitle 2, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within thirty (30) days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within thirty (30) days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

## 13. Maryland Law

- 13.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.
- 13.2 The Md. Code Ann., Commercial Law Article, Title 22, Maryland Uniform Computer Information Transactions Act, does not apply to this Contract or to any purchase order or Notice to Proceed issued under this Contract.
- 13.3 Any and all references to the Maryland Code, Annotated contained in this Contract shall be construed to refer to such Code sections as are from time to time amended.

## 14. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

## 15. Contingent Fee Prohibition

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

## 16. Non-availability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance

of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

### **17. Termination for Cause**

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

### **18. Termination for Convenience**

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

### **19. Delays and Extensions of Time**

The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays, interruptions, interferences, or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

### **20. Suspension of Work**

The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

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## 21. Pre-Existing Regulations

In accordance with the provisions of Md. Code Ann., State Finance and Procurement Article, § 11-206, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

## 22. Financial Disclosure

The Contractor shall comply with the provisions of Md. Code Ann., State Finance and Procurement Article, § 13-221, which requires that every person that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate, \$100,000 or more, shall within thirty (30) days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State certain specified information to include disclosure of beneficial ownership of the business.

## 23. Political Contribution Disclosure

The Contractor shall comply with Md. Code Ann., Election Law Article, §§ 14-101 through 14-108, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$200,000 or more, shall, file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (a) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (b) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (i) February 5, to cover the six (6) month period ending January 31; and (ii) August 5, to cover the six (6) month period ending July 31.

## 24. Documents Retention and Inspection Clause

The Contractor and subcontractors shall retain and maintain all records and documents relating to this contract for a period of five (5) years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section. This Section 24 shall survive expiration or termination of the Contract.

If the Contractor supplies services to a State residential health care facility under the Mental Hygiene Administration, the Family Health Administration, the Alcohol and Drug Abuse Administration, or the Developmental Disabilities Administration, the Contractor agrees, in addition to the requirements above,:

- 24.1 That pursuant to 42 Code of Federal Regulations (C.F.R.) Part 420, the Secretary of Health and Human Services, and the Comptroller General of the United States, or their duly-authorized representatives, shall be granted access to the Contractor's contract, books, documents, and records necessary to verify the cost of the services provided under this contract, until the expiration of four (4) years after the services are furnished under this contract; and
- 24.2 That similar access will be allowed to the books, documents, and records of any organization related to the Contractor or controlled by the Contractor (as those terms are defined in 42 C.F.R.



420.301) if that organization is subcontracting to provide services with a value of \$10,000 or more in a twelve (12) month period to be reimbursed through funds provided by this contract.

## **25.Compliance with Laws**

The Contractor hereby represents and warrants that:

- 25.1 It is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- 25.2 It is not in arrears with respect to the payment of any monies due and owing the State, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- 25.3 It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- 25.4 It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

## **26.Cost and Price Certification**

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its Bid/Proposal.

The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its Bid/Proposal, was inaccurate, incomplete, or not current.

## **27.Subcontracting; Assignment**

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer provided, however, that a contractor may assign monies receivable under a contract after due notice to the State. Any subcontracts shall include such language as may be required in various clauses contained within this Contract, exhibits, and attachments. The Contract shall not be assigned until all approvals, documents, and affidavits are completed and properly registered. The State shall not be responsible for fulfillment of the Contractor's obligations to its subcontractors.

## **28.Liability**

- 28.1 For breach of this Contract, negligence, misrepresentation, or any other contract or tort claim, Contractor shall be liable as follows:
  - a. For infringement of patents, copyrights, trademarks, service marks, and/or trade secrets, as provided in Section 7 of this Contract;
  - b. Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and

- c. For all other claims, damages, losses, costs, expenses, suits, or actions in any way related to this Contract, regardless of the form. Contractor's liability for third party claims arising under Section 10 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 10.

### **29. Parent Company Guarantee (If Applicable)**

(Corporate name of Contractor's Parent Company) hereby guarantees absolutely the full, prompt, and complete performance by (Contractor) of all the terms, conditions and obligations contained in this Contract, as it may be amended from time to time, including any and all exhibits that are now or may become incorporated hereunto, and other obligations of every nature and kind that now or may in the future arise out of or in connection with this Contract, including any and all financial commitments, obligations, and liabilities. (Corporate name of Contractor's Parent Company) may not transfer this absolute guaranty to any other person or entity without the prior express written approval of the State, which approval the State may grant, withhold, or qualify in its sole and absolute subjective discretion. (Corporate name of Contractor's Parent Company) further agrees that if the State brings any claim, action, suit or proceeding against (Contractor), (Corporate name of Contractor's Parent Company) may be named as a party, in its capacity as Absolute Guarantor.

### **30. Commercial Nondiscrimination**

- 30.1 As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described at Md. Code Ann., State Finance and Procurement Article, Title 19. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.
- 30.2 The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by the Department, in all subcontracts.
- 30.3 As a condition of entering into this Contract, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Md. Code Ann., State Finance and Procurement Article, Title 19, as amended from time to time, Contractor agrees to provide within sixty (60) days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past four (4) years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth at Md. Code Ann., State Finance and Procurement Article, Title 19, and to provide any documents relevant to any investigation that are requested by the State. Contractor

understands that violation of this clause is a material breach of this Contract and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

### 31.Prompt Pay Requirements

31.1 If the Contractor withholds payment of an undisputed amount to its subcontractor, the Department, at its option and in its sole discretion, may take one or more of the following actions:

- a. Not process further payments to the Contractor until payment to the subcontractor is verified;
- b. Suspend all or some of the contract work without affecting the completion date(s) for the contract work;
- c. Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;
- d. Place a payment for an undisputed amount in an interest-bearing escrow account; or
- e. Take other or further actions as appropriate to resolve the withheld payment.

31.2 An “undisputed amount” means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute. Such “undisputed amounts” include, without limitation,:

- a. Retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor; and
- b. An amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.

31.3 An act, failure to act, or decision of a Procurement Officer or a representative of the Department, concerning a withheld payment between the Contractor and a subcontractor under this provision, may not:

- a. Affect the rights of the contracting parties under any other provision of law;
- b. Be used as evidence on the merits of a dispute between the Department and the Contractor in any other proceeding; or
- c. Result in liability against or prejudice the rights of the Department.

31.4 The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise (MBE) program.

31.5 To ensure compliance with certified MBE subcontract participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:

- a. Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule.
- b. This verification may include, as appropriate:
  - i. Inspecting any relevant records of the Contractor;
  - ii. Inspecting the jobsite; and
  - iii. Interviewing subcontractors and workers.
  - iv. Verification shall include a review of:



- (a) The Contractor’s monthly report listing unpaid invoices over thirty (30) days old from certified MBE subcontractors and the reason for nonpayment; and
- (b) The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding thirty (30) days and invoices for which the subcontractor has not been paid.
- c. If the Department determines that the Contractor is not in compliance with certified MBE participation goals, then the Department will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
- d. If the Department determines that the Contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that the Department requires, then the Department may:
  - i. Terminate the contract;
  - ii. Refer the matter to the Office of the Attorney General for appropriate action; or
  - iii. Initiate any other specific remedy identified by the contract, including the contractual remedies required by any applicable laws, regulations, and directives regarding the payment of undisputed amounts.
- e. Upon completion of the Contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from, MBE subcontractors.

**32.Contract Monitor and Procurement Officer**

The work to be accomplished under this Contract shall be performed under the direction of the Contract Monitor. All matters relating to the interpretation of this Contract shall be referred to the Procurement Officer for determination.

**33.Notices**

All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, as follows:

If to the State:Michael Howard, CPPB  
 Procurement Officer

Maryland Department of Health and Mental Hygiene  
 Office of Procurement and Support Services  
 201 West Preston Street, Room 416B  
 Baltimore, Maryland 21201

If to the Contractor: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**34. Federal Department of Health and Human Services (DHHS) Exclusion Requirements**

The Contractor agrees that it will comply with federal provisions (pursuant to §§ 1128 and 1156 of the Social Security Act and 42 C.F.R. 1001) that prohibit payments under certain federal health care programs to any individual or entity that is on the List of Excluded Individuals/Entities maintained by DHHS. By executing this Contract, the Contractor affirmatively declares that neither it nor any employee

is, to the best of its knowledge, subject to exclusion. The Contractor agrees, further, during the term of this contract, to check the List of Excluded Individuals/Entities prior to hiring or assigning individuals to work on this Contract, and to notify the DHMH Office of Systems, Operations and Pharmacy immediately of any identification of the Contractor or an individual employee as excluded, and of any DHHS action or proposed action to exclude the Contractor or any Contractor employee.

### **35.Compliance with Federal HIPAA and State Confidentiality Law**

35.1 The Contractor acknowledges its duty to become familiar with and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. § 1320d et seq., and implementing regulations including 45 C.F.R. Parts 160 and 164. The Contractor also agrees to comply with the Maryland Confidentiality of Medical Records Act (MCMRA), Md. Code Ann. Health-General §§ 4-301 et seq. This obligation includes:

- (a) As necessary, adhering to the privacy and security requirements for protected health information and medical records under HIPAA and MCMRA and making the transmission of all electronic information compatible with the HIPAA requirements;
- (b) Providing training and information to employees regarding confidentiality obligations as to health and financial information and securing acknowledgement of these obligations from employees to be involved in the contract; and
- (c) Otherwise providing good information management practices regarding all health information and medical records.

35.2 Based on the determination by the Department that the functions to be performed in accordance with the scope of work set forth in the solicitation constitute business associate functions as defined in HIPAA, the selected Bidder/Offeror shall execute a business associate agreement as required by HIPAA regulations at 45 C.F.R. 164.501 and in the form as required by the Department.

### **36. Limited English Proficiency**

The Contractor shall provide equal access to public services to individuals with limited English proficiency in compliance with Md. Code Ann., State Government Article, §§ 10-1101 et seq., and Policy Guidance issued by the Office of Civil Rights, Department of Health and Human Services, and DHMH Policy 02.06.07.

### **37.Miscellaneous**

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

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

### **38.Liquidated Damages**

38.1 The Contract requires the Contractor to make good faith efforts to comply with the Minority Business Enterprise (“MBE”) Program and Contract provisions. The State and the Contractor acknowledge and agree that the State will incur economic damages and losses, including, but not limited to, loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not make good faith efforts to comply with the requirements of the MBE Program and pertinent MBE Contract provisions. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult or impossible to ascertain with precision and that liquidated damages represent a fair, reasonable, and appropriate estimation of damages.

Upon a determination by the State that the Contractor failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or pertinent MBE Contract provisions and without the State being required to present any evidence of the amount or character of actual damages sustained, the Contractor agrees to pay liquidated damages to the State at the rates set forth below. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty. The Contractor expressly agrees that the State may withhold payment on any invoices as an offset against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed-upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of each violation.

38.1.1 Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B(3):  
**\$37.00** per day until the monthly report is submitted as required.

38.1.2 Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4):  
**\$94.00** per MBE subcontractor.

38.1.3 Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the Contract.

38.1.4 Failure to meet the Contractor’s total MBE participation goal and subgoal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.

38.1.5 Failure to promptly pay all undisputed amounts to a subcontractor in full compliance with the prompt payment provisions of the Contract: **\$100.00** per day until the undisputed amount due to the MBE subcontractor is paid.

38.2 Notwithstanding the assessment or availability of liquidated damages, the State reserves the right to terminate the Contract and to exercise any and all other rights or remedies which may be available under the Contract or which otherwise may be available at law or in equity.

39.If a Contractor subject to the Living Wage law fails to submit all records required under COMAR 21.11.10.05 to the Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation, the agency may withhold payment of any invoice or retainage. The agency may require certification from the Commissioner on a quarterly basis that such records were properly submitted.



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

CONTRACTOR

STATE OF MARYLAND  
DEPARTMENT OF HEALTH AND  
MENTAL HYGIENE

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

\_\_\_\_\_  
By: Joshua M. Sharfstein, M.D., Secretary

\_\_\_\_\_  
Date

Or designee:  
  
\_\_\_\_\_

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Assistant Attorney General

APPROVED BY BPW: \_\_\_\_\_  
(Date)(BPW Item #)



**Attachment B-Bid/Proposal Affidavit**

**A. AUTHORITY**

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

**B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION**

The undersigned Bidder/Offeror hereby certifies and agrees that the following information is correct: In preparing its Bid/Proposal on this project, the Bidder/Offeror has considered all Proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in § 19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland.

"Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the Bid/Proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/Proposal. As part of its Bid/Proposal, the Bidder/Offeror herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the Bidder/Offeror discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder/Offeror agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

**B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.**

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

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

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the Bid/Proposal



submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/Proposal.

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

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

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a Bid/Proposal preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of § B-2(1)-(5) of this regulation.

**C. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

**I FURTHER AFFIRM THAT:**

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_.



D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

- (1) Been convicted under state or federal statute of:
  - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
  - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of Bids/Proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Bids/Proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or
- (9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D(1)—(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_.



E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

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F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

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G. SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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



H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

- (1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:
  - (a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and
  - (b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.

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



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

I FURTHER AFFIRM THAT:

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

**M. ACKNOWLEDGEMENT**

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

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

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

By: \_\_\_\_\_ (print name of Authorized Representative and Affiant)

\_\_\_\_\_ (signature of Authorized Representative and Affiant)



**Attachment C-Contract Affidavit**

**A. AUTHORITY**

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

**B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION**

I FURTHER AFFIRM THAT:

The business named above is a (check applicable box):

- (1) Corporation —  domestic or  foreign;
- (2) Limited Liability Company —  domestic or  foreign;
- (3) Partnership —  domestic or  foreign;
- (4) Statutory Trust —  domestic or  foreign;
- (5)  Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID  
 Number: \_\_\_\_\_ Address: \_\_\_\_\_

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID  
 Number: \_\_\_\_\_ Address: \_\_\_\_\_

**C. FINANCIAL DISCLOSURE AFFIRMATION**

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.



D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101 — 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

E. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its Bid/Proposal, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

- (i) The dangers of drug and alcohol abuse in the workplace;
- (ii) The business's policy of maintaining a drug and alcohol free workplace;
- (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;



(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;

(h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:

- (i) Abide by the terms of the statement; and
- (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

- (i) Take appropriate personnel action against an employee, up to and including termination; or
- (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

#### F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated \_\_\_\_\_, 201\_\_\_\_, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true



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and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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: \_\_\_\_\_ (printed name of Authorized Representative and Affiant)

\_\_\_\_\_ (signature of Authorized Representative and Affiant)

**Attachment D-Minority Business Enterprise Forms****INSTRUCTIONS****PLEASE READ BEFORE COMPLETING THIS DOCUMENT**

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

1. Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the minority business enterprise (MBE) subcontractor participation goal stated in the Invitation for Bids or Request for Proposals. Contractor agrees to exercise good faith efforts to carry out the requirements set forth in these Instructions, as authorized by the Code of Maryland Regulations (COMAR) 21.11.03.

2. MBE Goals and Subgoals: Please review the solicitation for information regarding the Contract's MBE overall participation goals and subgoals. After satisfying the requirements for any established subgoals, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.

3. MBE means a minority business enterprise that is certified by the Maryland Department of Transportation ("MDOT"). Only entities certified by MDOT may be counted for purposes of achieving the MBE participation goals. In order to be counted for purposes of achieving the MBE participation goals, the MBE firm, including a MBE prime, must be MDOT-certified for the services, materials or supplies that it is committed to perform on the MBE Participation Schedule.

4. Please refer to the MDOT MBE Directory at [www.mdot.state.md.us](http://www.mdot.state.md.us) to determine if a firm is certified with the appropriate North American Industry Classification System ("NAICS") Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS, please visit [www.naics.com](http://www.naics.com). Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals. **WARNING:** If the firm's NAICS Code is in graduated status, such services/products **may not be counted** for purposes of achieving the MBE participation goals. A NAICS Code is in the graduated status if the term "Graduated" follows the Code in the MDOT MBE Directory.

5. **NOTE: New Guidelines Regarding MBE Prime Self-Performance.** Please note that when a certified MBE firm participates as a prime contractor on a contract, a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own forces toward fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract. In order to receive credit for self-performance, an MBE prime must list its firm in Section 4A of the MBE Participation Schedule, including the certification category under which the MBE prime is self-performing and include information regarding the work it will self-perform. For the remaining portion of the overall goal and the subgoals, the MBE prime must also identify other certified MBE subcontractors (see Section 4B of the MBE Participation Schedule) used to meet those goals or request a waiver. For example, for a construction contract that has a 27% MBE overall participation goal and subgoals of 7% for African American firms and 4% for Asian American firms, subject to Section 4 above and this Section 5, a certified African American MBE prime can self-perform (a) up to 13.5 % of the overall goal and (b) up to 7% of the African American subgoal. The remainder of the overall goal and subgoals would have to be met with other certified MBE firms or a waiver request.



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For a services contract with a 30% percent MBE participation goal (overall) and subgoals of 7% for African-American firms, 4% for Asian American firms and 12% for women-owned firms, subject to Sections 4 above and this Section 5, a dually-certified Asian American/Woman MBE prime can self-perform (a) up to 15% of the overall goal and (b) up to four percent (4%) of the Asian American subgoal OR up to twelve percent (12%) of the women subgoal. Because it is dually-certified, the company can be designated as only ONE of the MBE classifications (Asian American or women) but can self-perform up to one hundred percent (100%) of the stated subgoal for the single classification it selects.

6. Subject to the restrictions stated in Section 5 above, when a certified MBE that performs as a participant in a joint venture, a procurement agency may count a portion of the total dollar value of the contract equal to the distinct, clearly-defined portion of the work of the contract that the certified MBE performs with its own forces toward fulfilling the contract goal, and not more than one of the contract subgoals, if any. For example, if a MBE firm is a joint venture partner and the State determines that it is performing with its own forces 35 percent of the work in the contract, it can use this portion of the work towards fulfilling up to fifty percent (50%) of the overall goal and up to one hundred percent (100%) of one of the stated subgoals, if applicable.

7. As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Please refer to COMAR 21.11.03.12-1 for more information regarding these requirements.

8. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT's Office of Minority Business Enterprise at 1-800-544-6056 or via email to [mbe@mdot.state.md.us](mailto:mbe@mdot.state.md.us) sufficiently prior to the submission due date.

9. Worksheet: The percentage of MBE participation, calculated using the percentage amounts for all of the MBE firms listed on the Participation Schedule **MUST** at least equal the MBE participation goal **and** subgoals (if applicable) set forth in the solicitation. If a bidder/offeror is unable to achieve the MBE participation goal and/or any subgoals (if applicable), the bidder/offeror must request a waiver in Item 1 of the MBE Utilization and Fair Solicitation Affidavit (Attachment D-1A) or the bid will be deemed not responsive, or the proposal determined to be not susceptible of being selected for award. You may wish to use the Subgoal summary below to assist in calculating the percentages and confirm that you have met the applicable MBE participation goal and subgoals, if any.

**Subgoals (if applicable)**

Total African American MBE Participation: \_\_\_\_\_%

Total Asian American MBE Participation: \_\_\_\_\_%

Total Hispanic American MBE Participation: \_\_\_\_\_%

Total Women-Owned MBE Participation: \_\_\_\_\_%

**Overall Goal**

Total MBE Participation (include all categories): \_\_\_\_\_%



**Attachment D-1A-MBE Utilization, Fair Solicitation Affidavit, and Participation Schedule**

**This MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule must be included with the bid/proposal for any solicitation with an MBE goal greater than 0%. If the bidder/offeror fails to accurately complete and submit this Affidavit and Schedule with the bid or proposal as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award.**

In connection with the bid/proposal submitted in response to **Solicitation No. DHMH OPASS 15-14260**, I affirm the following:

**1. MBE Participation (PLEASE CHECK ONLY ONE) [Agency should insert the participation goal and subgoal amounts from the PRG and Subgoal Worksheet in the blanks below and delete any of the subgoals that do not apply to this solicitation and then delete this sentence of instruction.]**

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

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

Notwithstanding any subgoals established above, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.

**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 Working days of receiving notice that our firm is the apparent awardee or as requested by the Procurement Officer, I will submit the completed Good Faith Efforts Documentation to Support Waiver Request (Attachment D-1C) and all required waiver documentation in accordance with COMAR 21.11.03.

**2. Additional MBE Documentation**

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

- (a) Outreach Efforts Compliance Statement (Attachment D-2);
- (b) MBE Subcontractor Project Participation Statement (Attachment D-3);
- (c) Any other documentation, including waiver documentation if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal and subgoals, if any.

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

**3. Information Provided to MBE firms**

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

**4. MBE Participation Schedule**

Set forth below are the (i) certified MBEs I intend to use, (ii) the percentage of the total Contract amount allocated to each MBE for this project and, (iii) the items of work each MBE will provide under the



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Contract. I have confirmed with the MDOT database that the MBE firms identified below are performing work activities for which they are MDOT certified.

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

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

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

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



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

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

**CONTINUE ON SEPARATE PAGE IF NEEDED**

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

\_\_\_\_\_  
Bidder/Offeror Name Signature of Authorized Representative  
(PLEASE PRINT OR TYPE)

\_\_\_\_\_  
Address Printed Name and Title

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

**SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL**

**Attachment D-1B-MBE Waiver Guidance****GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET MBE PARTICIPATION GOALS**

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

**I. Definitions**

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

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

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

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

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

**II. Types of Actions Agency will Consider**

The bidder/offeror is responsible for making relevant portions of the work available to MBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE subcontractors and suppliers, so as to facilitate MBE participation. The following is a list of types of actions the procuring agency will consider as part of the bidder's/offeror's Good Faith Efforts when the bidder/offeror fails to meet the MBE Goal(s). This list is not intended to be a mandatory

checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

#### **A. Identify Bid Items as Work for MBE Firms**

##### 1. Identified Items of Work in Procurements

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

##### 2. Identified Items of Work by Bidders/Offerors

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

#### **B. Identify MBE Firms to Solicit**

##### 1. MBE Firms Identified in Procurements

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

##### 2. MBE Firms Identified by Bidders/Offerors

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

#### **C. Solicit MBEs**

##### 1. Solicit all Identified Firms for all Identified Items of Work by providing written notice. The bidder/offeror should:

- (a) provide the written solicitation at least 10 days prior to bid opening to allow sufficient time for the MBE Firms to respond;
- (b) send the written solicitation by first-class mail, facsimile, or email using contact information in the MBE Directory, unless the bidder/offeror has a valid basis for using different contact information; and
- (c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the MBE, and other requirements of the contract to assist MBE Firms

in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)

2. “All” Identified Firms includes the MBEs listed in the procurement and any MBE Firms you identify as potentially available to perform the Identified Items of Work, but it does not include MBE Firms who are no longer certified to perform the work as of the date the bidder/offeror provides written solicitations.
3. “Electronic Means” includes, for example, information provided via a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested MBE cannot access the information provided by electronic means, the bidder/offeror must make the information available in a manner that is accessible to the interested MBE.
4. Follow up on initial written solicitations by contacting MBEs to determine if they are interested. The follow up contact may be made:
  - (a) by telephone using the contact information in the MBE Directory, unless the bidder/offeror has a valid basis for using different contact information; or
  - (b) in writing *via* a method that differs from the method used for the initial written solicitation.
5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, use all other reasonable and available means to solicit the interest of MBE Firms certified to perform the work of the contract. Examples of other means include:
  - (a) attending any pre-bid meetings at which MBE Firms could be informed of contracting and subcontracting opportunities; and
  - (b) if recommended by the procurement, advertising with or effectively using the services of at least two minority focused entities or media, including trade associations, minority/women community organizations, minority/women contractors' groups, and local, state, and federal minority/women business assistance offices listed on the MDOT Office of Minority Business Enterprise website.

#### **D.Negotiate With Interested MBE Firms**

Bidders/Offerors must negotiate in good faith with interested MBE Firms.

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

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

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

When appropriate under the circumstances, the decision-maker will consider whether the bidder/offeror:

1. made reasonable efforts to assist interested MBE Firms in obtaining the bonding, lines of credit, or insurance required by the procuring agency or the bidder/offeror; and
2. made reasonable efforts to assist interested MBE Firms in obtaining necessary equipment, supplies, materials, or related assistance or services.

### **III. Other Considerations**

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

The decision-maker may take into account whether a bidder/offeror decided to self-perform subcontract work with its own forces, especially where the self-performed work is Identified Items of Work in the procurement. The decision-maker also may take into account the performance of other bidders/offerors in meeting the contract. For example, when the apparent successful bidder/offeror fails to meet the contract goal, but others meet it, this reasonably raises the question of whether, with additional reasonable efforts,

the apparent successful bidder/offeror could have met the goal. If the apparent successful bidder/offeror fails to meet the goal, but meets or exceeds the average MBE participation obtained by other bidders/offerors, this, when viewed in conjunction with other factors, could be evidence of the apparent successful bidder/offeror having made Good Faith Efforts.

#### **IV.Documenting Good Faith Efforts**

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

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

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

##### **B.Outreach/Solicitation/Negotiation**

1.The record of the bidder's/offeror's compliance with the outreach efforts prescribed by COMAR 21.11.03.09C(2)(a). (**Complete Outreach Efforts Compliance Statement – Attachment D-2**).

2.A detailed statement of the efforts made to contact and negotiate with MBE Firms including:

(a) the names, addresses, and telephone numbers of the MBE Firms who were contacted, with the dates and manner of contacts (letter, fax, email, telephone, etc.) (**Complete Good Faith Efforts Attachment D-1C- Part 2, and submit letters, fax cover sheets, emails, etc. documenting solicitations**); and

(b) a description of the information provided to MBE Firms regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed and the means used to provide that information.

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

1.For each MBE Firm that the bidder/offeror concludes is not acceptable or qualified, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.

2.For each certified MBE Firm that the bidder/offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the quotes received from all MBE and Non-MBE firms bidding on the same or comparable work. (**Include copies of all quotes received.**)

3.A list of MBE Firms contacted but found to be unavailable. This list should be accompanied by a MBE Unavailability Certificate (see Exhibit A to this Part 1) signed by the MBE contractor or a statement from the bidder/offeror that the MBE contractor refused to sign the MBE Unavailability Certificate.

##### **D.Other Documentation**

1.Submit any other documentation requested by the Procurement Officer to ascertain the bidder's/offeror's Good Faith Efforts.

2.Submit any other documentation the bidder/offeror believes will help the Procurement Officer ascertain its Good Faith Efforts.



**Exhibit A**  
**MBE Subcontractor Unavailability Certificate**

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

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

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

was offered an opportunity to bid on Solicitation No. \_\_\_\_\_

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

\*\*\*\*\*

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

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

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

**Signature of Minority Firm's MBE Representative Title Date**

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

MDOT Certification # Telephone #

\*\*\*\*\*

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

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

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

**Signature of Prime Contractor Title Date**



**Attachment D-1C-MBE Good Faith Efforts Documentation To Support Waiver Request**

Page    of   

Prime Contractor:	Project Description:
Solicitation Number:	

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

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

\_\_\_\_\_  
 Company NameSignature of Representative

\_\_\_\_\_  
 AddressPrinted Name and Title

\_\_\_\_\_  
 City, State and Zip CodeDate



**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST**  
**Part 1 – Identified items of work bidder/offeror made available to MBE firms**  
 Page \_\_ of \_\_

Prime Contractor:	Project Description:
Solicitation Number:	

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

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

Please check if Additional Sheets are attached.



**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST**  
**Part 2 – identified MBE firms and record of solicitations**  
 Page \_\_ of \_\_

Prime Contractor:	Project Description:
Solicitation Number:	

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

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



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

Please check if Additional Sheets are attached.



**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST**  
**Part 3 – additional information regarding rejected MBE quotes**  
 Page \_\_ of \_\_

Prime Contractor:	Project Description:
Solicitation Number:	

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

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

Please check if Additional Sheets are attached.



**Attachment D-2- MBE Outreach Efforts Compliance Statement**

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

In conjunction with the bid/proposal submitted in response to Solicitation No. <<solicitation number>>, I state the following:

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

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

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

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

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

4. **Please Check One:**

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

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

5. **Please Check One:**

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

\_\_\_\_\_  
 Company Name Signature of Representative

\_\_\_\_\_  
 Address Printed Name and Title

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



**Attachment D-3A- MBE Subcontractor Project Participation Certification**

**MBE SUBCONTRACTOR PROJECT PARTICIPATION CERTIFICATION**

Please complete and submit one form for each certified MBE firm listed on the MBE PARTICIPATION schedule (Attachment D-1A) within 10 Working Days of notification of apparent award. If the BIDDER/offeror fails to return this AFFIDAVIT within the required time, the Procurement Officer may determine that the BIDDER/offeror is not responsible and therefore not eligible for Contract award.

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

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

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



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



**Attachment D-3B–MBE Prime Project Participation Certification**

**MBE PRIME PROJECT PARTICIPATION CERTIFICATION**

PLEASE COMPLETE AND SUBMIT THIS FORM TO ATTEST EACH SPECIFIC ITEM OF WORK THAT YOUR MBE FIRM HAS LISTED ON THE MBE PARTICIPATION SCHEDULE (ATTACHMENT D-1A) FOR PURPOSES OF MEETING THE MBE PARTICIPATION GOALS. THIS FORM MUST BE SUBMITTED WITHIN 10 WORKING DAYS OF NOTIFICATION OF APPARENT AWARD. IF THE BIDDER/OFFEROR FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE BIDDER/OFFEROR IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD.

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

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

**MBE PRIME CONTRACTOR**

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

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

Firm’s Name:  
 \_\_\_\_\_

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

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

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

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



**Attachment D-4A MBE Prime Contractor Paid/Unpaid MBE Invoice Report**

<<Department Name>>

**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 10th 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:		
MBE Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
List all payments made to MBE subcontractor named above during this reporting period: Invoice#Amount 1. 2. 3. 4. Total Dollars Paid: \$ _____		List dates and amounts of any outstanding invoices: Invoice # Amount 1. 2. 3. 4. Total Dollars Unpaid: \$ _____	
<b>**If more than one MBE subcontractor is used for this contract, you must use separate D-4A forms. Information regarding payments that the MBE prime will use for purposes of meeting the MBE participation goals must be reported separately in Attachment D-4B.</b> <b>**Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):</b>			
_____ Contract Manager		_____ Contracting Unit	
(Department or Agency)			
_____		_____ mailto:	

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



**Attachment D-4B MBE Prime Contractor Report**

**<<Department Name>>**  
**Minority Business Enterprise Participation**  
**MBE Prime Contractor Report**

MBE Prime Contractor: Certification Number: Report #: _____ Reporting Period (Month/Year): _____ <b>Report is due to the MBE Officer by the</b> <b>&lt;&lt;_&gt;&gt;th of the month following the month the</b> <b>services were provided.</b> <b>Note: Please number reports in sequence</b>	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ Total Value of the Work to the Self-Performed for purposes of Meeting the MBE participation goal/subgoals: _____ Project Begin Date: _____ Project End Date: _____
--	--

Contact Person: _____			
Address: _____			
City: _____	State: _____	ZIP: _____	
Phone: _____	Fax: _____	E-mail: _____	

INVOICE NUMBER	VALUE OF THE WORK	NAICS CODE	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES

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

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

_____ Contract Monitor _____ Contracting Unit (Department) _____ _____ _____ _____ <a href="#">mailto:</a>
--

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



**Attachment D-5-Subcontractor Paid/Unpaid MBE Invoice Report**

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

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

MBE Subcontractor Name:	
MDOT Certification #:	
Contact Person:	Email:
Address:	
City:	State: ZIP:
Phone:	FAX:
Subcontractor Services Provided:	
List all payments received from Prime Contractor during reporting period indicated above. Invoice AmountDate 1. 2. 3. 4.  Total Dollars Paid: \$ _____	List dates and amounts of any unpaid invoices over 30 days old. Invoice AmountDate 1. 2. 3. 4.  Total Dollars Unpaid: \$ _____
Prime Contractor:	Contact Person:
**Return one copy of this form to the following address (electronic copy with signature & date is preferred):	
_____ Contract Manager	
_____ Contracting Unit	
<<Department Name>>	
_____ mailto:	

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



**Attachment E – Pre-Proposal Conference Response Form**

Solicitation Number OPASS 15-14260  
**Support and Maintenance for EDITPS and MMIS II**

A Pre-Proposal Conference will be held at 10:00 a.m. Local Time, on Thursday, November 13, 2014, at 201 W. Preston Street, Conference L-1, Baltimore, MD 21201. Please return this form by Tuesday, November 11, 2014, no later than 4:00 p.m. Local Time, advising whether or not you plan to attend.

Return via e-mail or fax this form to the Jane Rutkowski, Procurement Coordinator:

Jane Rutkowski  
 Maryland Department of Health and Mental Hygiene  
 Office of Systems, Operations and Pharmacy (OSOP)  
 201 West Preston Street; Room SS-9  
 Baltimore, MD 21201  
 Phone Number: (410) 767-5051  
 Fax Number: (410) 333-7897  
 E-mail: [Jane.Rutkowski@maryland.gov](mailto:Jane.Rutkowski@maryland.gov)

Please indicate:

Yes, the following representatives will be in attendance:

- 1.
- 2.
- 3.

No, we will not be in attendance.

Please specify whether any reasonable accommodations are requested (see RFP § 1.7 “Pre-Proposal Conference”):

\_\_\_\_\_  
 Signature Title

\_\_\_\_\_  
 Name of Firm (please print)



## Attachment F-Financial Proposal Instructions

In order to assist Offerors in the preparation of their Financial Proposal and to comply with the requirements of this solicitation, Financial Proposal Instructions and a Financial Proposal Form have been prepared. Offerors shall submit their Financial Proposal on the Financial Proposal Form in accordance with the instructions on the Financial Proposal Form and as specified herein. Do not alter the Financial Proposal Form or the Proposal may be determined to be not reasonably susceptible of being selected for award. The Financial Proposal Form is to be signed and dated, where requested, by an individual who is authorized to bind the Offeror to the prices entered on the Financial Proposal Form.

The Financial Proposal Form is used to calculate the Offeror's TOTAL PROPOSAL PRICE. Follow these instructions carefully when completing your Financial Proposal Form:

- A) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
- B) All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in this RFP and may not be contingent on any other factor or condition in any manner.
- C) All calculations shall be rounded to the nearest cent, i.e., .344 shall be .34 and .345 shall be .35.
- D) Any goods or services required through this RFP and proposed by the vendor at **No Cost to the State** must be clearly entered in the Unit Price, if appropriate, and Extended Price with **\$0.00**.
- E) Every blank in every Financial Proposal Form shall be filled in. Any changes or corrections made to the Financial Proposal Form by the Offeror prior to submission shall be initialed and dated.
- F) Except as instructed on the Financial Proposal Form, nothing shall be entered on or attached to the Financial Proposal Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions may render the Proposal not reasonably susceptible of being selected for award.
- G) It is imperative that the prices included on the Financial Proposal Form have been entered correctly and calculated accurately by the Offeror and that the respective total prices agree with the entries on the Financial Proposal Form. Any incorrect entries or inaccurate calculations by the Offeror will be treated as provided in COMAR 21.05.03.03E and 21.05.02.12, and may cause the Proposal to be rejected.
- H) If option years are included, Offerors must submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the State and will comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the RFP at the prices entered in the Financial Proposal Form.
- I) All Financial Proposal prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the RFP. The Financial Proposal price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.
- J) Unless indicated elsewhere in the RFP, sample amounts used for calculations on the Financial Proposal Form are typically estimates for evaluation purposes only. Unless stated otherwise in the RFP, the Department does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.



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- 
- K) Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.



**Attachment F - FINANCIAL PROPOSAL FORM**

**Base Year 1**

**BASE YEAR 1**

Labor Categories

	<b>A</b>		<b>B</b>	<b>C</b>
<b>Labor Categories</b>	<b>Hourly Labor Rate</b>	<b># of Staff</b>	<b>Total Annual Class Hours*</b>	<b>Extended Price</b>
Project Manager	\$	1	2080	\$
<b>MMIS II:</b>				
Computer Specialist	\$	1	2080	\$
Senior (Mainframe) Programmer Analyst	\$	13	2080	\$
Senior (WebSphere) Programmer Analyst	\$	1	2080	\$
Business Analyst	\$	1	2080	\$
Senior Systems Engineer	\$	1	2080	\$
Database Management Specialist (DB2)	\$	2	2080	\$
<b>EDITPS:</b>				
Subject Matter Expert (EDI X12, HIPAA)	\$	1	2080	\$
Application Programmer	\$	1	2080	\$
Systems Design Architect	\$	1	2080	\$
Senior (EDITPS) Programmer Analyst	\$	2	2080	\$
Database Management Specialist (SQL Server)	\$	1	2080	\$
<b>SUBTOTAL LABOR COSTS:</b>		26		\$
<b>EDIFECs COST:</b>				\$
<b>Base Year 1 Total Evaluated Price</b>				\$



**Attachment F - FINANCIAL PROPOSAL FORM**

**Base Year 2**

**Base Year 2**

Labor Categories

	<b>A</b>		<b>B</b>	<b>C</b>
<b>Labor Categories</b>	<b>Hourly Labor Rate</b>	<b># of Staff</b>	<b>Total Annual Class Hours*</b>	<b>Price</b>
Project Manager	\$	1	2080	\$
<b>MMIS II:</b>				
Computer Specialist	\$	1	2080	\$
Senior (Mainframe) Programmer Analyst	\$	13	2080	\$
Senior (WebSphere) Programmer Analyst	\$	1	2080	\$
Business Analyst	\$	1	2080	\$
Senior Systems Engineer	\$	1	2080	\$
Database Management Specialist (DB2)	\$	2	2080	\$
<b>EDITPS:</b>				
Subject Matter Expert (EDI X12, HIPAA)	\$	1	2080	\$
Application Programmer	\$	1	2080	\$
Systems Design Architect	\$	1	2080	\$
Senior (EDITPS) Programmer Analyst	\$	2	2080	\$
Database Management Specialist (SQL Server)	\$	1	2080	\$
<b>SUBTOTAL LABOR COSTS:</b>		26		\$
<b>EDIFECs COST:</b>				\$
<b>Base Year 2 Total Evaluated Price</b>				\$



**Attachment F - FINANCIAL PROPOSAL FORM**

**Base Year 3**

**Base Year 3**

Labor Categories

	<b>A</b>		<b>B</b>	<b>C</b>
<b>Labor Categories</b>	<b>Hourly Labor Rate</b>	<b># of Staff</b>	<b>Total Annual Class Hours*</b>	<b>Price</b>
Project Manager	\$	1	2080	\$
<b>MMIS II:</b>				
Computer Specialist	\$	1	2080	\$
Senior (Mainframe) Programmer Analyst	\$	13	2080	\$
Senior (WebSphere) Programmer Analyst	\$	1	2080	\$
Business Analyst	\$	1	2080	\$
Senior Systems Engineer	\$	1	2080	\$
Data Base Management Specialist (DB2)	\$	2	2080	\$
<b>EDITPS:</b>				
Subject Matter Expert (EDI X12, HIPAA)	\$	1	2080	\$
Application Programmer	\$	1	2080	\$
Systems Design Architect	\$	1	2080	\$
Senior (EDITPS) Programmer Analyst	\$	2	2080	\$
Data Base Management Specialist (SQL Server)	\$	1	2080	\$
<b>SUBTOTAL LABOR COSTS:</b>		26		\$
<b>EDIFECS COST:</b>				\$
<b>Base Year 3 Total Evaluated Price</b>				\$



**Attachment F - FINANCIAL PROPOSAL FORM**

**Option Year 1**

**Option Year 1**

Labor Categories

	<b>A</b>		<b>B</b>	<b>C</b>
<b>Labor Categories</b>	<b>Hourly Labor Rate</b>	<b># of Staff</b>	<b>Total Annual Class Hours*</b>	<b>Price</b>
Project Manager	\$	1	2080	\$
<b>MMIS II:</b>				
Computer Specialist	\$	1	2080	\$
Senior (Mainframe) Programmer Analyst	\$	13	2080	\$
Senior (WebSphere) Programmer Analyst	\$	1	2080	\$
Business Analyst	\$	1	2080	\$
Senior Systems Engineer	\$	1	2080	\$
Data Base Management Specialist (DB2)	\$	2	2080	\$
<b>EDITPS:</b>				
Subject Matter Expert (EDI X12, HIPAA)	\$	1	2080	\$
Application Programmer	\$	1	2080	\$
Systems Design Architect	\$	1	2080	\$
Senior (EDITPS) Programmer Analyst	\$	2	2080	\$
Data Base Management Specialist (SQL Server)	\$	1	2080	\$
<b>SUBTOTAL LABOR COSTS:</b>		26		\$
<b>EDIFECS COST:</b>				\$
<b>Option Year 1 Total Evaluated Price</b>				\$



**Attachment F - FINANCIAL PROPOSAL FORM**

**Option Year 2**

**Option Year 2**

Labor Categories

	<b>A</b>		<b>B</b>	<b>C</b>
<b>Labor Categories</b>	<b>Hourly Labor Rate</b>	<b># of Staff</b>	<b>Total Annual Class Hours*</b>	<b>Price</b>
Project Manager	\$	1	2080	\$
<b>MMIS II:</b>				
Computer Specialist	\$	1	2080	\$
Senior (Mainframe) Programmer Analyst	\$	13	2080	\$
Senior (WebSphere) Programmer Analyst	\$	1	2080	\$
Business Analyst	\$	1	2080	\$
Senior Systems Engineer	\$	1	2080	\$
Data Base Management Specialist (DB2)	\$	2	2080	\$
<b>EDITPS:</b>				
Subject Matter Expert (EDI X12, HIPAA)	\$	1	2080	\$
Application Programmer	\$	1	2080	\$
Systems Design Architect	\$	1	2080	\$
Senior (EDITPS) Programmer Analyst	\$	2	2080	\$
Data Base Management Specialist (SQL Server)	\$	1	2080	\$
<b>SUBTOTAL LABOR COSTS:</b>		26		\$
<b>EDIFECS COST:</b>				\$
<b>Option Year 2 Total Evaluated Price</b>				\$



**Attachment F - FINANCIAL PROPOSAL FORM**

**Option Year 3**

**Option Year 3**

Labor Categories

	<b>A</b>		<b>B</b>	<b>C</b>
<b>Labor Categories</b>	<b>Hourly Labor Rate</b>	<b># of Staff</b>	<b>Total Annual Class Hours*</b>	<b>Price</b>
Project Manager	\$	1	2080	\$
<b>MMIS II:</b>				
Computer Specialist	\$	1	2080	\$
Senior (Mainframe) Programmer Analyst	\$	13	2080	\$
Senior (WebSphere) Programmer Analyst	\$	1	2080	\$
Business Analyst	\$	1	2080	\$
Senior Systems Engineer	\$	1	2080	\$
Data Base Management Specialist (DB2)	\$	2	2080	\$
<b>EDITPS:</b>				
Subject Matter Expert (EDI X12, HIPAA)	\$	1	2080	\$
Application Programmer	\$	1	2080	\$
Systems Design Architect	\$	1	2080	\$
Senior (EDITPS) Programmer Analyst	\$	2	2080	\$
Data Base Management Specialist (SQL Server)	\$	1	2080	\$
<b>SUBTOTAL LABOR COSTS:</b>		26		\$
<b>EDIFECS COST:</b>				\$
<b>Option Year 3 Total Evaluated Price</b>				\$



**Attachment F - FINANCIAL PROPOSAL FORM**

**Option Year 4**

**Option Year 4**

Labor Categories

	<b>A</b>		<b>B</b>	<b>C</b>
<b>Labor Categories</b>	<b>Hourly Labor Rate</b>	<b># of Staff</b>	<b>Total Annual Class Hours*</b>	<b>Price</b>
Project Manager	\$	1	2080	\$
<b>MMIS II:</b>				
Computer Specialist	\$	1	2080	\$
Senior (Mainframe) Programmer Analyst	\$	13	2080	\$
Senior (WebSphere) Programmer Analyst	\$	1	2080	\$
Business Analyst	\$	1	2080	\$
Senior Systems Engineer	\$	1	2080	\$
Data Base Management Specialist (DB2)	\$	2	2080	\$
<b>EDITPS:</b>				
Subject Matter Expert (EDI X12, HIPAA)	\$	1	2080	\$
Application Programmer	\$	1	2080	\$
Systems Design Architect	\$	1	2080	\$
Senior (EDITPS) Programmer Analyst	\$	2	2080	\$
Data Base Management Specialist (SQL Server)	\$	1	2080	\$
<b>SUBTOTAL LABOR COSTS:</b>		26		\$
<b>EDIFECS COST:</b>				\$
<b>Option Year 4 Total Evaluated Price</b>				\$



**Attachment F - FINANCIAL PROPOSAL FORM**

**Total Evaluated Price - Base and Options**

	<b>Extended Price</b>
Base Year 1 Total Evaluated Price	\$
Base Year 2 Total Evaluated Price	\$
Base Year 3 Total Evaluated Price	\$
<b>TOTAL 3-Year Base Evaluated Price</b>	<b>\$</b>
Option Year 1 Total Evaluated Price	\$
Option Year 2 Total Evaluated Price	\$
Option Year 3 Total Evaluated Price	\$
Option Year 4 Total Evaluated Price	\$
<b>TOTAL 4-Year Options Evaluated Price</b>	<b>\$</b>
<b>TOTAL 3 Year Base and 4-Year Options Total Proposal Price (Basis of Award)</b>	<b>\$</b>

Submitted By:  
 Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

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

Location(s) from which services will be performed (City/State): \_\_\_\_\_

FEIN: \_\_\_\_\_



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eMM #: \_\_\_\_\_  
Telephone: (\_\_\_\_\_) \_\_\_\_\_ -- \_\_\_\_\_  
Fax: (\_\_\_\_\_) \_\_\_\_\_ -- \_\_\_\_\_  
E-mail: \_\_\_\_\_



**Attachment G – Living Wage Requirements for Service Contracts**

**Living Wage Requirements for Service Contracts**

- A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee’s time during any work week on the State Contract.
  
- B. The Living Wage Law does not apply to:
  - (1) A Contractor who:
    - (a) Has a State contract for services valued at less than \$100,000, or
    - (b) Employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
  
  - (2) A Subcontractor who:
    - (a) Performs work on a State contract for services valued at less than \$100,000,
    - (b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
    - (c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B(3) or C below.
  
  - (3) Service contracts for the following:
    - (a) Services with a Public Service Company;
    - (b) Services with a nonprofit organization;
    - (c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement (“Unit”); or
    - (d) Services between a Unit and a County or Baltimore City.
  
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
  
- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to

avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.

- E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.
- H. A Contractor/Subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.
- I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website <http://www.dllr.state.md.us/labor/> and clicking on Living Wage for State Service Contracts.



**Attachment G-1- Maryland Living Wage Requirements Affidavit of Agreement**

(submit with Bid/Proposal)

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 its 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):

- The employee(s) proposed to work on the contract will spend less than one-half of the employee’s time during any work week on the contract



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- The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or
- The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

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

Name of Authorized Representative: \_\_\_\_\_

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

\_\_\_\_\_  
Title

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

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

**(submit with Bid/Proposal)**



**Attachment H - Federal Funds Attachment**

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 sub-grantees (this includes all levels of funding) who receive more than \$100,000 in federal funds must submit the form "Certification Against Lobbying." It assures, generally, that recipients will not lobby federal entities with federal funds, and that, as is required, they will disclose other lobbying on form SF-LLL.
2. Form and instructions enclosed: "Form LLL, Disclosure of Lobbying Activities" must be submitted by those receiving more than \$100,000 in federal funds, to disclose any lobbying of federal entities (a) with profits from federal contracts or (b) funded with nonfederal funds.
3. Form and summary of Act enclosed: Sub-recipients of federal funds on any level must complete a "Certification Regarding Environmental Tobacco Smoke," required by Public Law 103-227, the Pro-Children Act of 1994. Such law prohibits smoking in any portion of any indoor facility owned or leased or contracted for regular provision of health, day care, early childhood development, education, or library services for children under the age of 18. Such language must be included in the conditions of award (they are included in the certification, which may be part of such conditions.) This does not apply to those solely receiving Medicaid or Medicare, or facilities where WIC coupons are redeemed.
4. In addition, federal law requires that:
  - A) OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations requires that grantees (both recipients and sub-recipients) which expend a total of \$300,000 or more (*\$500,000 for fiscal years ending after December 31, 2003*) in federal assistance shall have a single or program-specific audit conducted for that year in accordance with the provisions of the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156 and the Office of Management and Budget (OMB) Circular A-133. All sub-grantee audit reports, performed in compliance with the aforementioned Circular shall be forwarded within 30 days of report issuance to the DHMH, External Audit Division, Spring Grove Hospital-Tuerk Bldg., 55 Wade Avenue, Baltimore, MD 21228.
  - B) All sub-recipients of federal funds comply with Sections 503 and 504 of the Rehabilitation Act of 1973, the conditions of which are summarized in item (C).
  - C) Recipients of \$10,000 or more (on any level) must include in their contract language the requirements of Sections 503 (language specified) and 504 referenced in item (B).

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

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

- 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 or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

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

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

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



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- 
- 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.



**ATTACHMENT H-1**

**U.S. Department of Health and Human Services**

**CERTIFICATION REGARDING LOBBYING**

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

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

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

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

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



**ATTACHMENT H-2  
 DISCLOSURE OF LOBBYING ACTIVITIES**

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

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



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

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

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

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



**ATTACHMENT H-3**

**DEPARTMENT OF HEALTH AND HUMAN SERVICES**

Public Health Service  
Health Resources and  
Service Administration  
Rockville, MD 20857

**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

\_\_\_\_\_  
Signature of Authorized Certifying Individual



**Attachment I – Conflict of Interest Affidavit And Disclosure**

**Reference COMAR 21.05.08.08**

**(submit with Bid/Proposal)**

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/Proposal is made.

C. The Bidder/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/Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Bidder/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/Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

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



**Attachment J – Non-Disclosure Agreement**

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

**RECITALS**

**WHEREAS**, the Contractor has been awarded a contract (the “Contract”) following the solicitation for Support and Maintenance for EDITPS and MMIS II Solicitation # DHMH OPASS – 15-14260; and

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

**NOW, THEREFORE**, in consideration of being given access to the Confidential Information in connection with the IFB and the Contract, 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 Contractor in connection with the Contract, 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 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 Contract.
2. 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 Contract. Contractor shall limit access to the Confidential Information to the Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the Contract and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the Contractor’s Personnel are attached hereto and made a part hereof as ATTACHMENT J-1. Contractor shall update ATTACHMENT J-1 by adding additional names (whether Contractor’s personnel or a subcontractor’s personnel) as needed, from time to time.
3. If the Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the Contractor’s performance of the IFB or who will otherwise have a role in performing any aspect of the IFB, the 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. 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. 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 Contractor’s Personnel or the Contractor’s former Personnel. Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).



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6. 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 Contract.
7. A breach of this Agreement by the Contractor or by the Contractor's Personnel shall constitute a breach of the Contract between the Contractor and the State.
8. Contractor acknowledges that any failure by the Contractor or the 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 Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and to seek damages from the Contractor and the 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 Contractor or any of the Contractor's Personnel to comply with the requirements of this Agreement, the Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and costs.
9. Contractor and each of the Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement, in no event less restrictive than as set forth in this Agreement, and the 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 Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
  - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
  - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
  - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures;
  - f. The Recitals are not merely prefatory but are an integral part hereof; and
  - g. The effective date of this Agreement shall be the same as the effective date of the Contract entered into by the parties.

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

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

Maryland Department of Health and Mental Hygiene

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

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

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

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

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

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

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

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





**Attachment J-2-Non-Disclosure Agreement**

**CERTIFICATION TO ACCOMPANY RETURN OF CONFIDENTIAL INFORMATION**

I AFFIRM THAT:

To the best of my knowledge, information, and belief, and upon due inquiry, I hereby certify that: (i) all Confidential Information which is the subject matter of that certain Non-Disclosure Agreement by and between the State of Maryland and

\_\_\_\_\_ (“Contractor”) dated \_\_\_\_\_, 20\_\_\_\_ (“Agreement”) is attached hereto and is hereby returned to the State in accordance with the terms and conditions of the Agreement; and (ii) I am legally authorized to bind the Contractor to this affirmation.

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

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

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

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

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

**Attachment K – HIPAA Business Associate Agreement**

**BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (the “Agreement”) is made by and between the Office of Systems, Operations, and Pharmacy, a unit of the Maryland Department of Health and Mental Hygiene (herein referred to as “Covered Entity”) and \_\_\_\_\_ (Insert **Name of Contractor**) (hereinafter known as “Business Associate”). Covered Entity and Business Associate shall collectively be known herein as the “Parties.”

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

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

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

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

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

**Definitions.**

- A. Catch-all definition. The following terms used in this Agreement, whether capitalized or not, shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

---

B. Specific definitions:

1. Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. 160.103, and in reference to the party to this agreement, shall mean (Insert Name of Contractor).
2. Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. § 160.103, and in reference to the party to this agreement, shall mean Office of Systems, Operations and Pharmacy.
3. HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and Part 164.
4. Protected Health Information (“PHI”). Protected Health Information or “PHI” shall generally have the same meaning as the term “protected health information” at 45 C.F.R. § 160.103.

**PERMITTED Uses AND Disclosures of PHI by Business Associate.**

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



- G. The Business Associate shall comply with the limitations on marketing and fundraising communications provided in §13406 of the HITECH Act in connection with any PHI of Individuals.

**Duties of Business Associate Relative to PHI.**

- A. Business Associate agrees that it will not use or disclose PHI other than as permitted or required by the Agreement or as Required by Law;
- B. Business Associate agrees to use appropriate administrative, technical and physical safeguards to protect the privacy of PHI.
- C. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement;
- D. 1. Business Associate agrees to Report to Covered Entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured PHI as required by 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware without reasonable delay, and in no case later than fifteen calendar days after the use or disclosure;
2. If the use or disclosure amounts to a breach of unsecured PHI, the Business Associate shall ensure its report:
- A. Is made to Covered Entity without unreasonable delay and in no case later than fifteen (15) calendar days after the incident constituting the Breach is first known, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. For purposes of clarity for this Section III.D.1, Business Associate must notify Covered Entity of an incident involving the acquisition, access, use or disclosure of PHI in a manner not permitted under 45 C.F.R. Part E within fifteen (15) calendar days after an incident even if Business Associate has not conclusively determined within that time that the incident constitutes a Breach as defined by HIPAA;
- B. Includes the names of the Individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach;
- C. Is in substantially the same form as ATTACHMENT K-1 attached hereto; and
- D. Includes a draft letter for the Covered Entity to utilize to notify the affected Individuals that their Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach that includes, to the extent possible:
- i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

- ii) A description of the types of Unsecured PHI that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, disability code, or other types of information that were involved);
  - iii) Any steps the affected Individuals should take to protect themselves from potential harm resulting from the Breach;
  - iv) A brief description of what the Covered Entity and the Business Associate are doing to investigate the Breach, to mitigate losses, and to protect against any further Breaches; and
  - v) Contact procedures for the affected Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.
- E. To the extent permitted by the Underlying Agreement, Business Associate may use agents and subcontractors. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2) shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information, Business Associate must enter into Business Associate Agreements with subcontractors as required by HIPAA;
- F. Business Associate agrees it will make available PHI in a designated record set to the Covered Entity, or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524, including, if requested, a copy in electronic format;
- G. Business Associate agrees it will make any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526;
- H. Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to the Covered Entity or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528;
- I. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s);
- J. Business Associate agrees to make its internal practices, books, and records, including PHI, available to the Covered Entity and/or the Secretary for purposes of determining compliance with the HIPAA Rules.
- K. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

#### IV. TERM AND TERMINATION

- A. Term. The Term of this Agreement shall be effective as of the effective date of the Contract entered into following the solicitation for Support and Maintenance for EDITPS and MMIS II, Solicitation # DHMH OPASS – 15-14260, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, in accordance with the termination provisions in this Section IV, or on the date the Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner. If it is impossible to return or destroy all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, Business Associate's obligations under this contract shall be ongoing with respect to that information, unless and until a separate written agreement regarding that information is entered into with Covered Entity.
- B. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall:
1. Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, terminate this Agreement; or
  2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered entity determines or reasonably believes that cure is not possible.

#### C. Effect of Termination.

1. Upon termination of this Agreement, for any reason, Business Associate shall return or, if agreed to by Covered Entity, destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.
  2. Should Business Associate make an intentional or grossly negligent Breach of PHI in violation of this Agreement or HIPAA or an intentional or grossly negligent disclosure of information protected by the MCMRA, Covered Entity shall have the right to immediately terminate any contract, other than this Agreement, then in force between the Parties, including the Underlying Agreement.
- D. Survival. The obligations of Business Associate under this Section shall survive the termination of this agreement.

#### V. CONSIDERATION

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

## VI. REMEDIES IN EVENT OF BREACH

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

## VII. MODIFICATION; AMENDMENT

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

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

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

## IX. COMPLIANCE WITH STATE LAW

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

## X. MISCELLANEOUS

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



**MARYLAND DEPARTMENT OF HEALTH AND MENTAL HYGIENE  
REQUEST FOR PROPOSALS  
SUPPORT AND MAINTENANCE FOR EDITPS AND MMIS II**



Ramiek James, Esq.  
Privacy Officer and Compliance Analyst  
Department of Health & Mental Hygiene  
Office of the Inspector General  
201 W. Preston Street, Floor 5  
Baltimore, MD 21201-2301  
Phone:(410) 767-5411

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

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

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

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

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

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

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

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

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

**COVERED ENTITY:**

**BUSINESS ASSOCIATE:**

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

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

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

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

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

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

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

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

Rev. 08/01/2013



**Attachment K-1- Form of Notification to Covered Entity of Breach of Unsecured PHI**

**FORM OF NOTIFICATION TO COVERED ENTITY OF  
 BREACH OF UNSECURED PHI**

This notification is made pursuant to Section III.2.D(3) of the Business Associate Agreement between Office of Systems, Operations and Pharmacy, a unit of the Maryland Department of Health and Mental Hygiene (DHMH), and \_\_\_\_\_ (Business Associate).

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

Description of the breach:

\_\_\_\_\_

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

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

Number of individuals affected by the breach:

\_\_\_\_\_

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

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Contact information to ask questions or learn additional information:

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

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

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

\_\_\_\_\_

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

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

Rev. 08/01/2013



**Attachment L – Mercury Affidavit**

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



**Attachment M – Veteran-Owned Small Business Enterprise**

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



**Attachment N – Location Of The Performance Of Services Disclosure**

**(submit with Bid/Proposal)**

Pursuant to Md. Ann. Code, State Finance and Procurement Article, § 12-111, and in conjunction with the Bid/Proposal submitted in response to Solicitation No. **DHMH OPASS 15-14260**, the following disclosures are hereby made:

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

- \_\_\_ have plans
- \_\_\_ have **no** plans

to perform any services required under the resulting Contract outside of the United States.

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

a. Location(s) services will be performed:

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

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

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

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

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

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

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

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



**Attachment O – DHR Hiring Agreement**

This solicitation does not require a DHR Hiring Agreement.



**Attachment P – EDITPS Monthly CCR & PR Summary Reports**

**EDITPS  
 Monthly CCR Summary Report  
 Date**

CCR Number	Date Opened	Project Name	CCR Status	Description	Date Approved	Person Assigned	Percent Complete	Date Completed	Date Closed

**EDITPS  
 Monthly PR Summary Report  
 Date**

PR Number	Date Opened	Description	PR Status	Description	Date Approved	Person Assigned	Percent Complete	Date Completed	Date Closed



**Attachment Q – MMIS II CSR, PIR Monthly Report**

MMIS  
 Customer Service Request (CSR), Problem Investigation Review (PIR)  
 Monthly Report  
 Date

CSR/PIR Number	Date Opened	Description	Comments	Date Approved	Responsible Person Assigned	Scheduled Implementation/Completion Date	Percentage Complete



**Attachment R – EDITPS Monthly Performance Report**

EDITPS  
Performance Report  
May 2014  
for:

**Support and Maintenance  
of  
EDITPS and MMIS II**

**June 5, 2014**



## Introduction

This document was developed to provide performance data for EDITPS, as defined in the Statement of Work for Support and Maintenance of EDITPS and MMIS II.

Throughout the duration of Support and Maintenance of EDITPS and MMIS II, it is the responsibility of the EDITPS team to operate and maintain the EDITPS system's Production environment. The Statement of Work further defines some of these responsibilities as maintaining maximal performance of the production EDITPS and performing routine and preventative maintenance.

The specific deliverable to be produced to satisfy this deliverable is a monthly report showing:

- System Utilization
- Communication Issues
- Transaction Activity

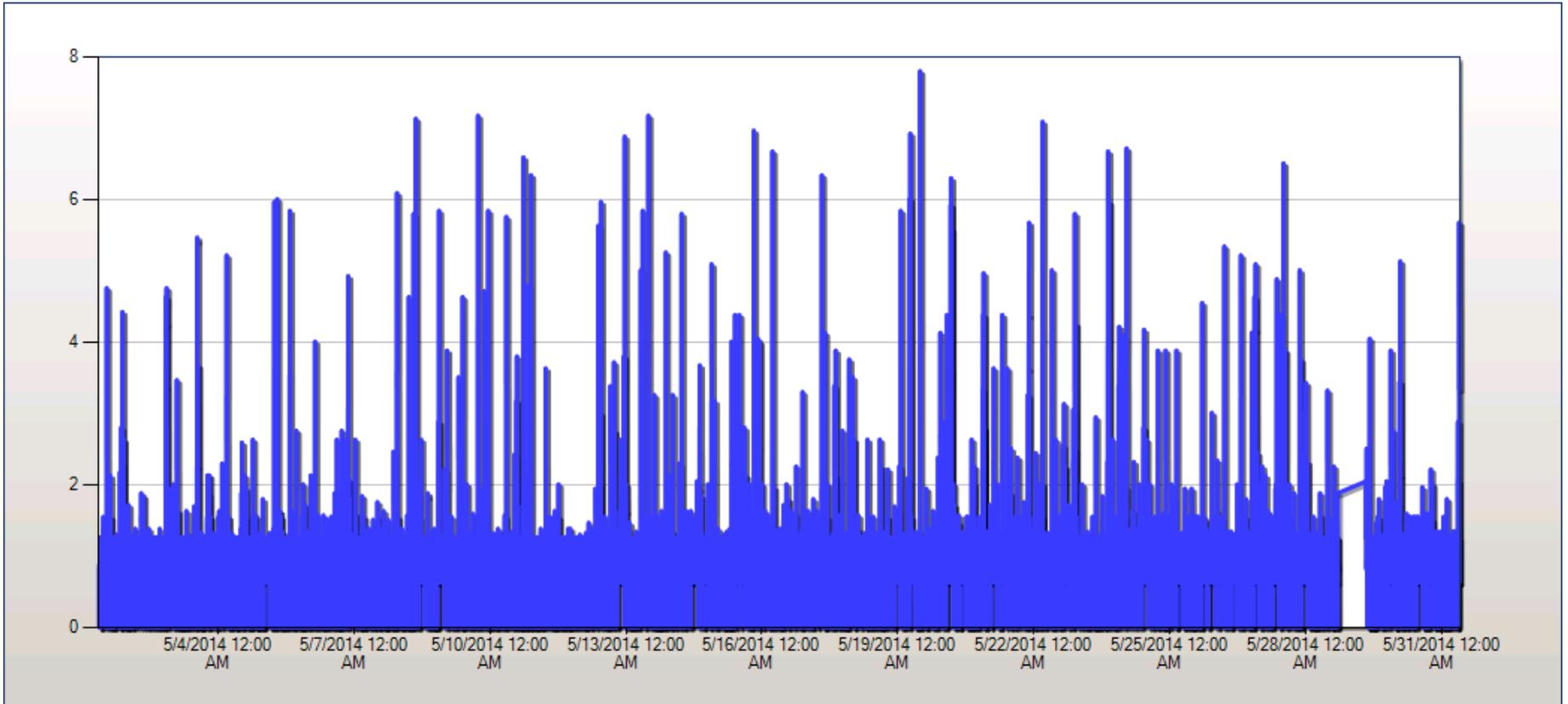
This report has been updated to include the period from May 1 through May 31, 2014.

## System Utilization

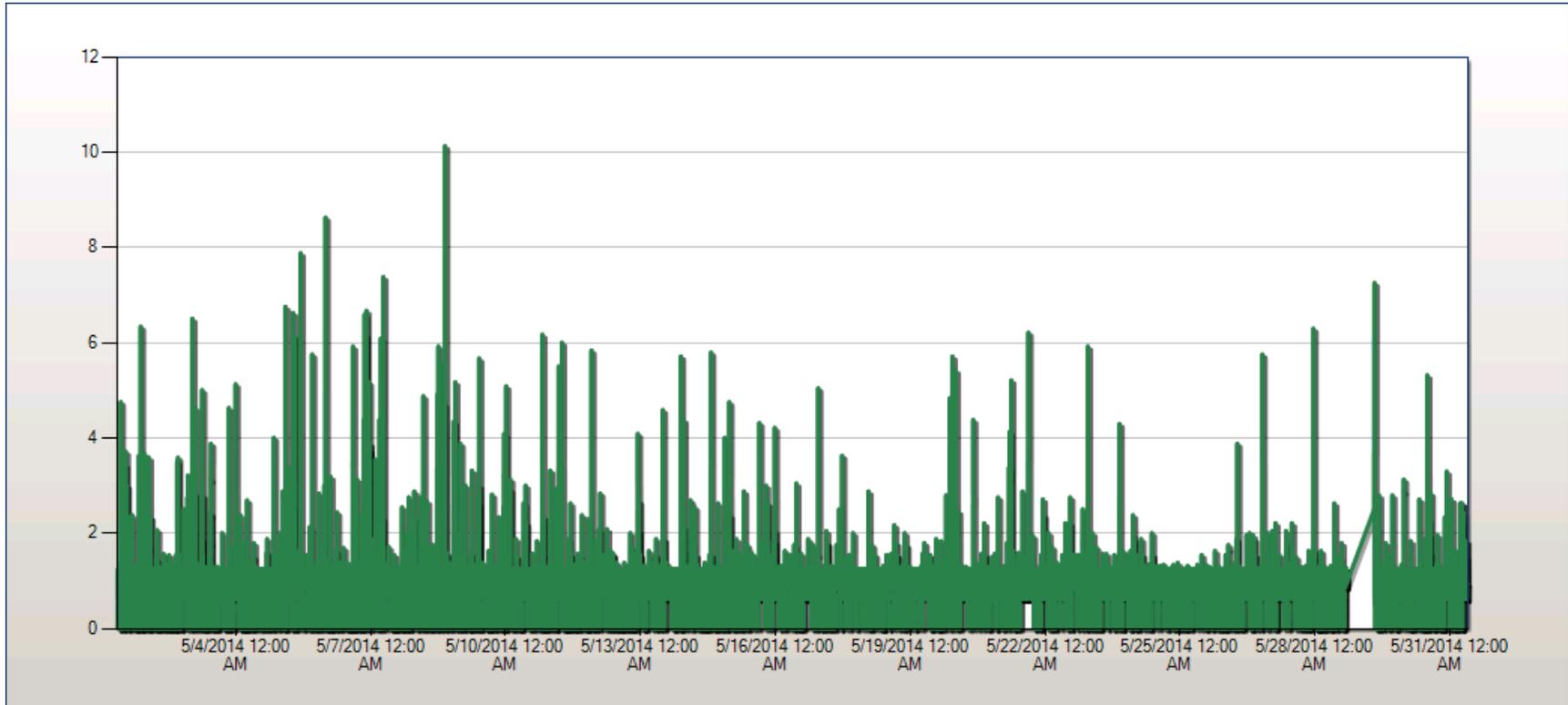
System utilization is shown below in the following 11 charts, organized by system server. The graphs show the CPU utilization average for each day of the month. The Y-axis shows the percentage of CPU usage as based on 100% utilization of the two CPUs on the server. The X-axis shows the number of days in the month.

Effective Monday, November 8, 2010, the new Production Environment was brought online. All active, Production servers are represented in this report.

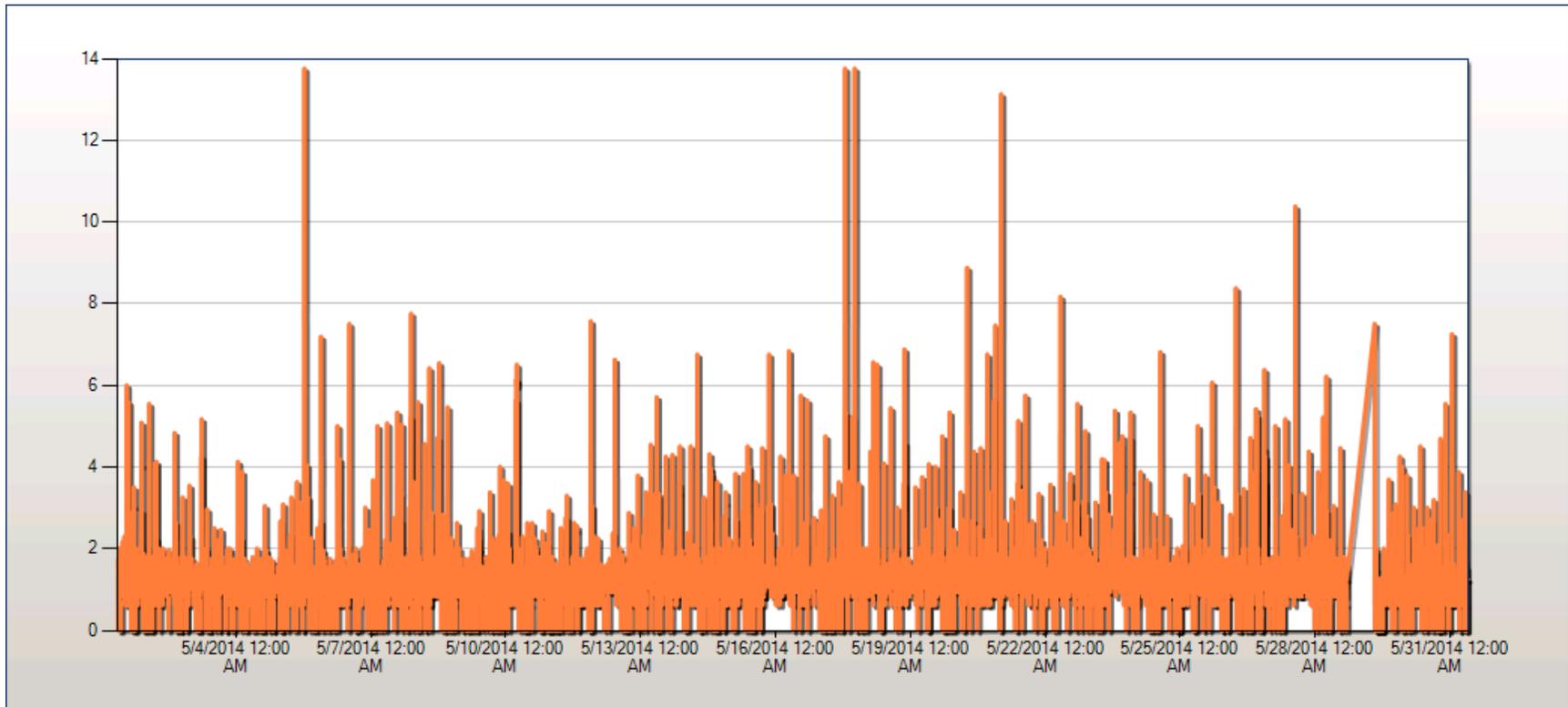
Prod2Biztalk1R



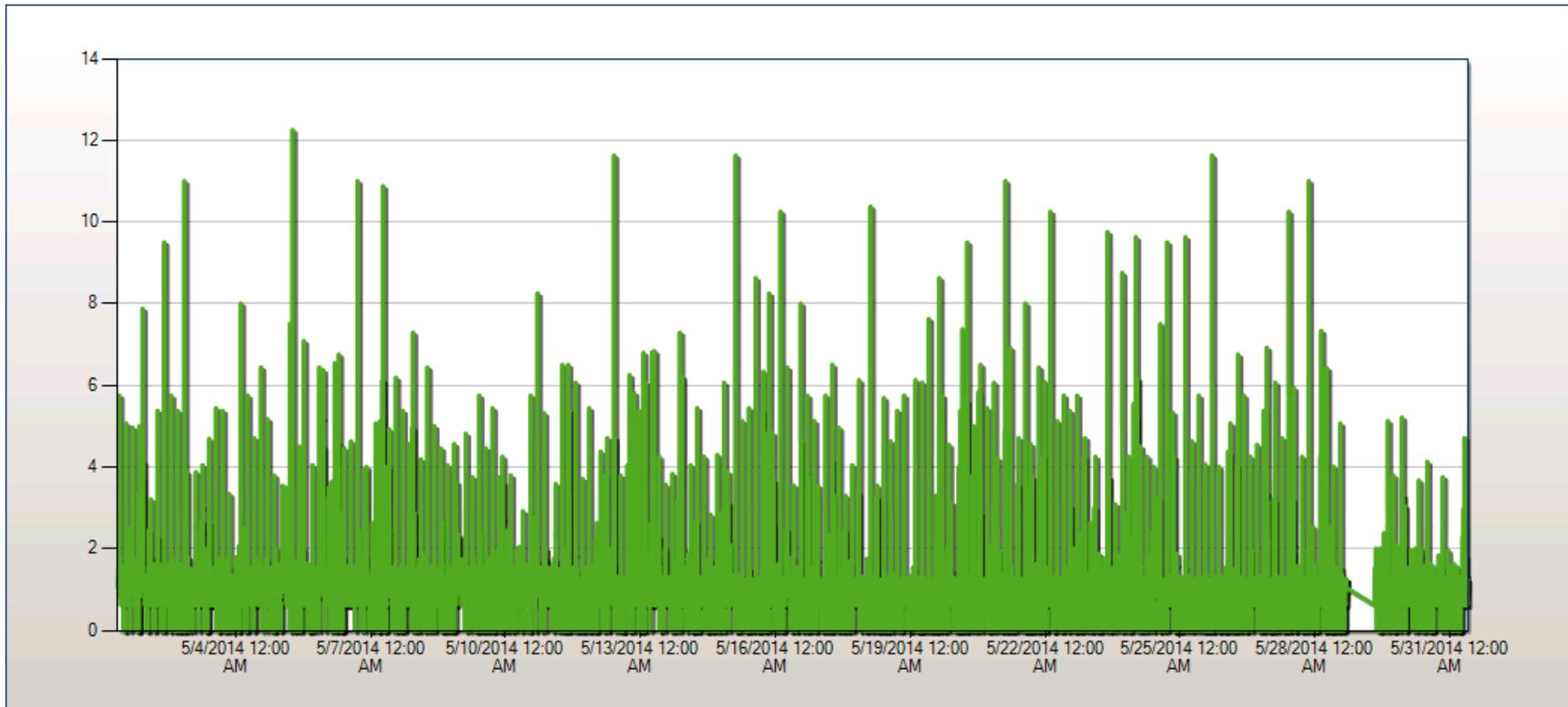
**Prod2BizTalk2M**



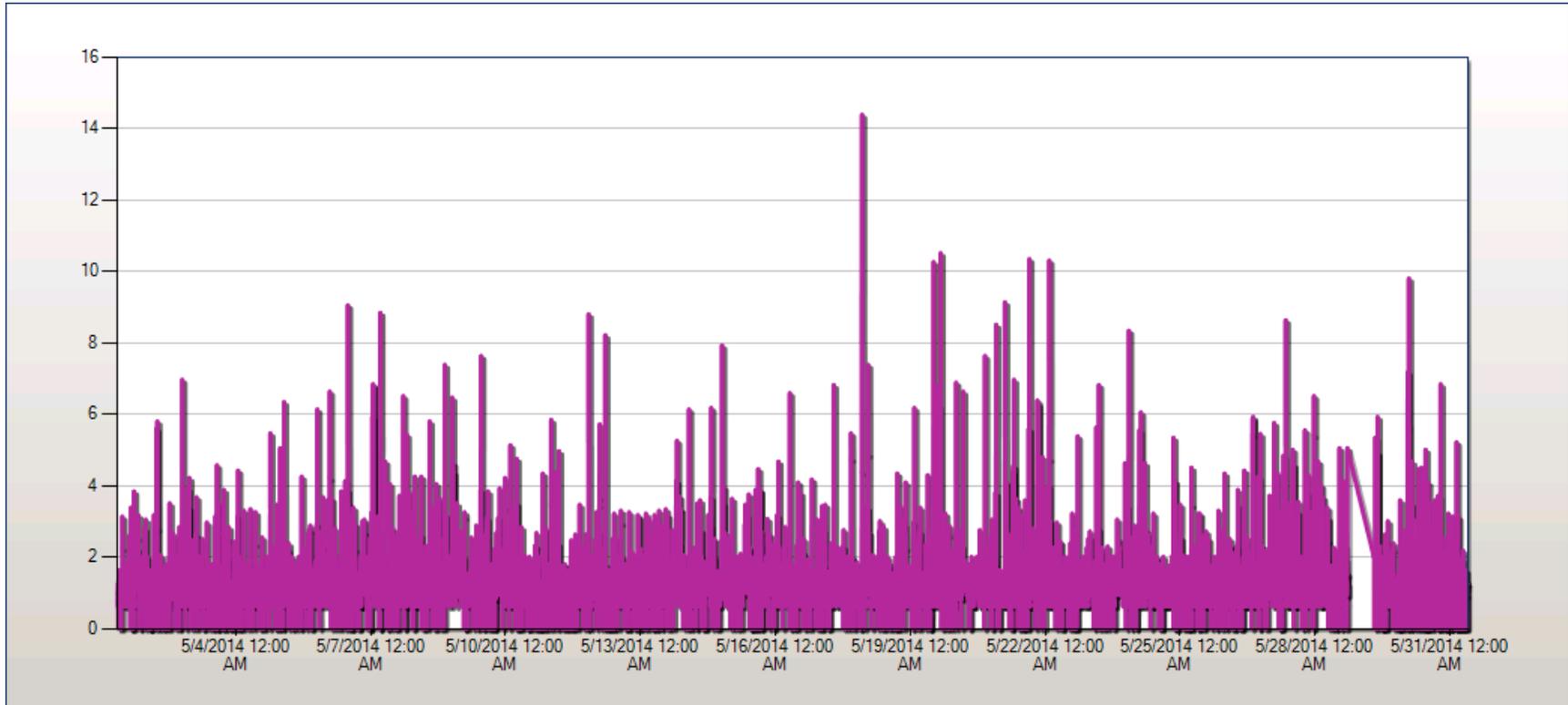
Prod2BizTalk3M



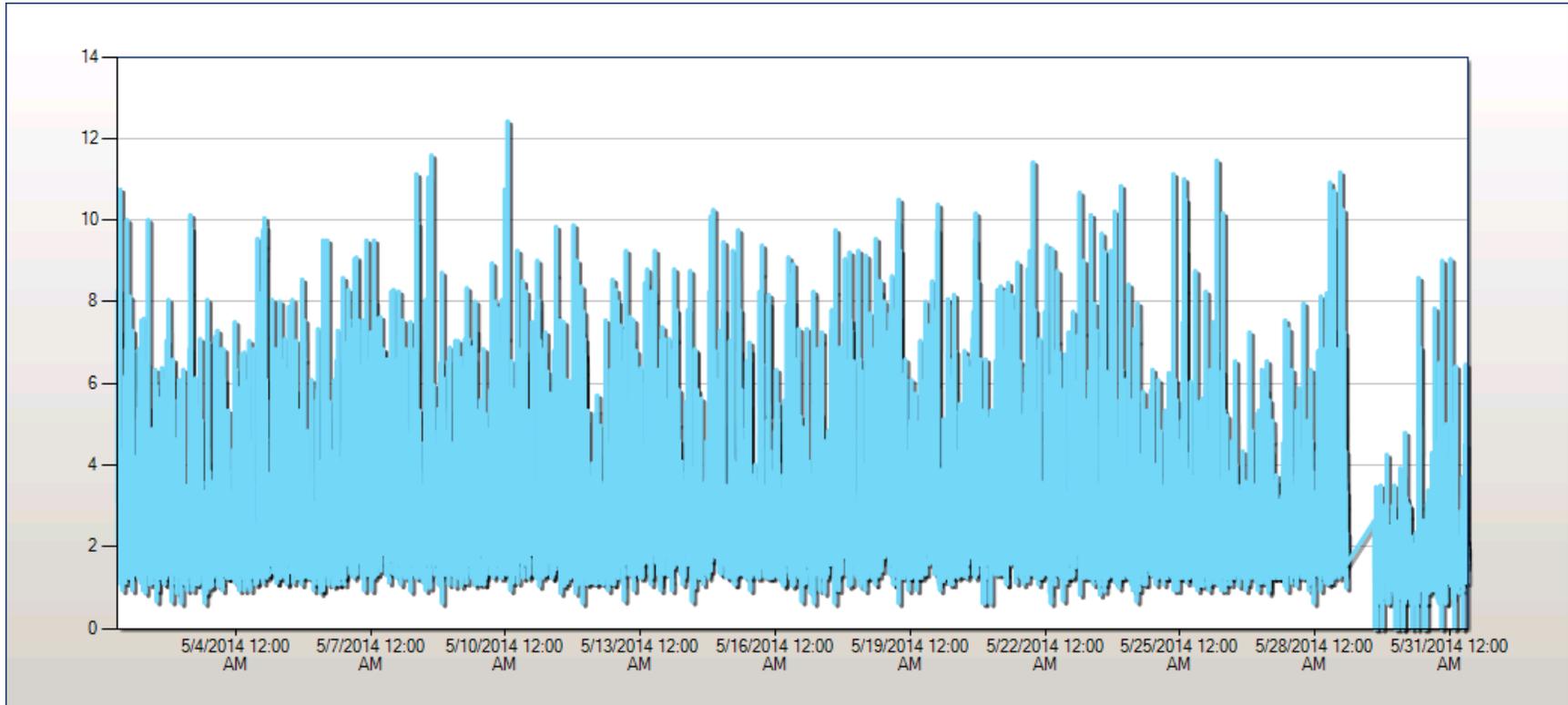
Prod2BizTalk4M



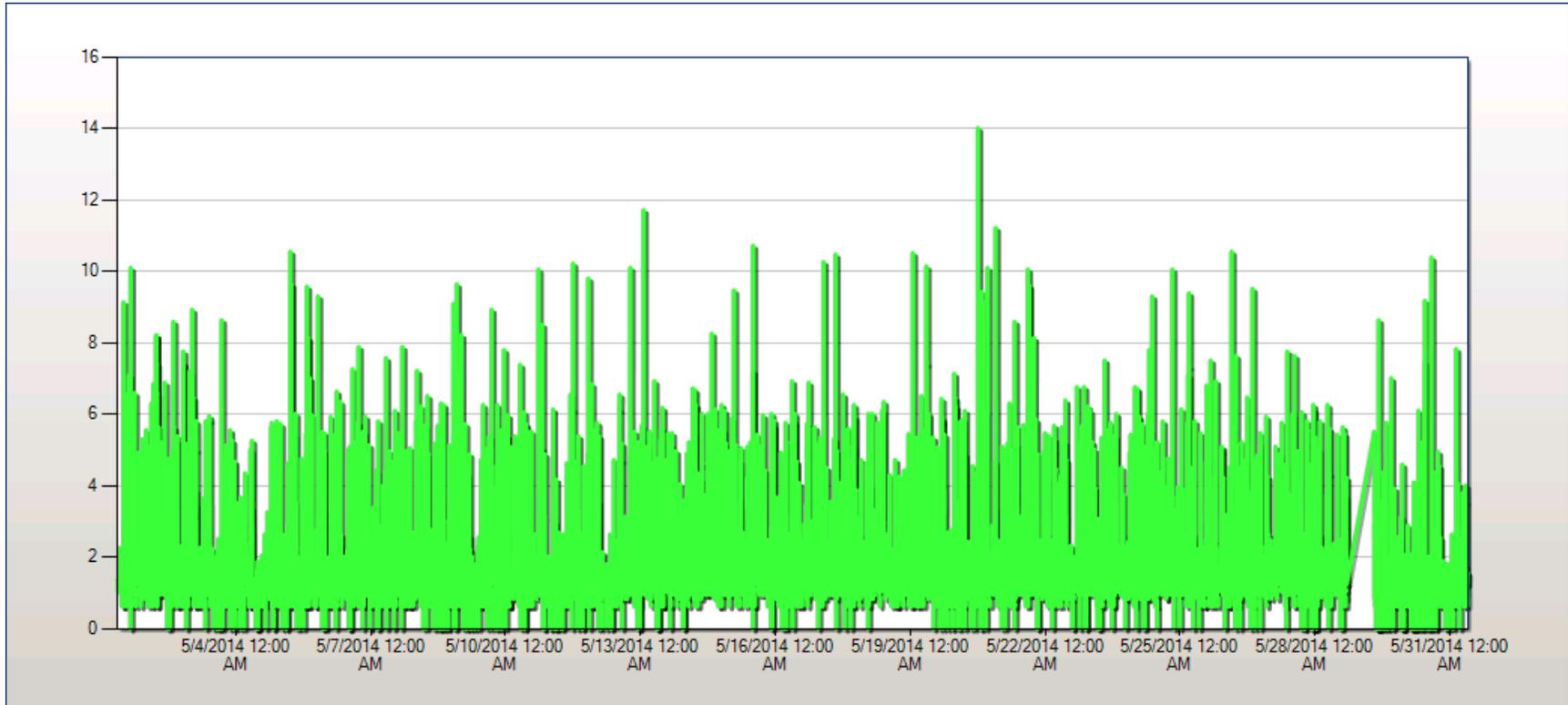
Prod2Util1



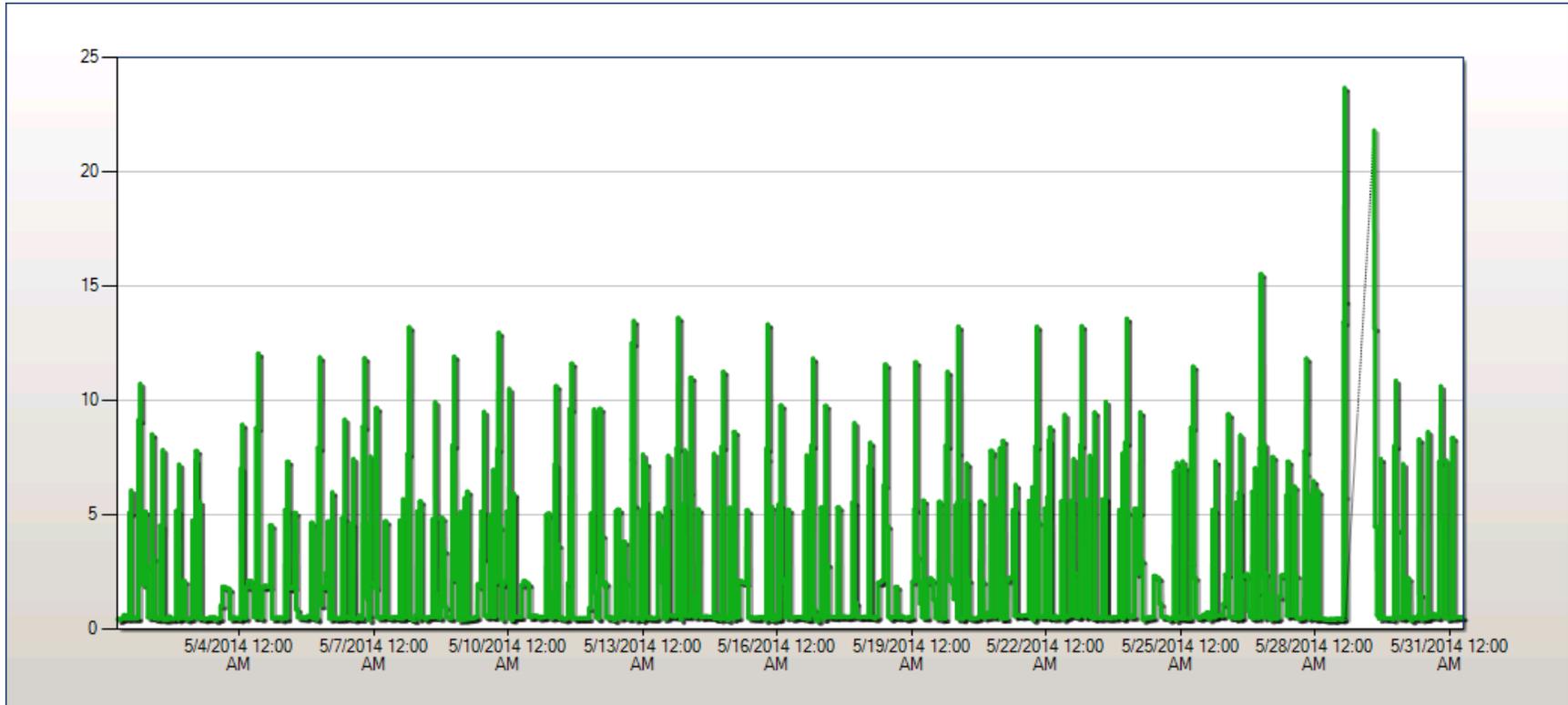
**Prod2Util2**



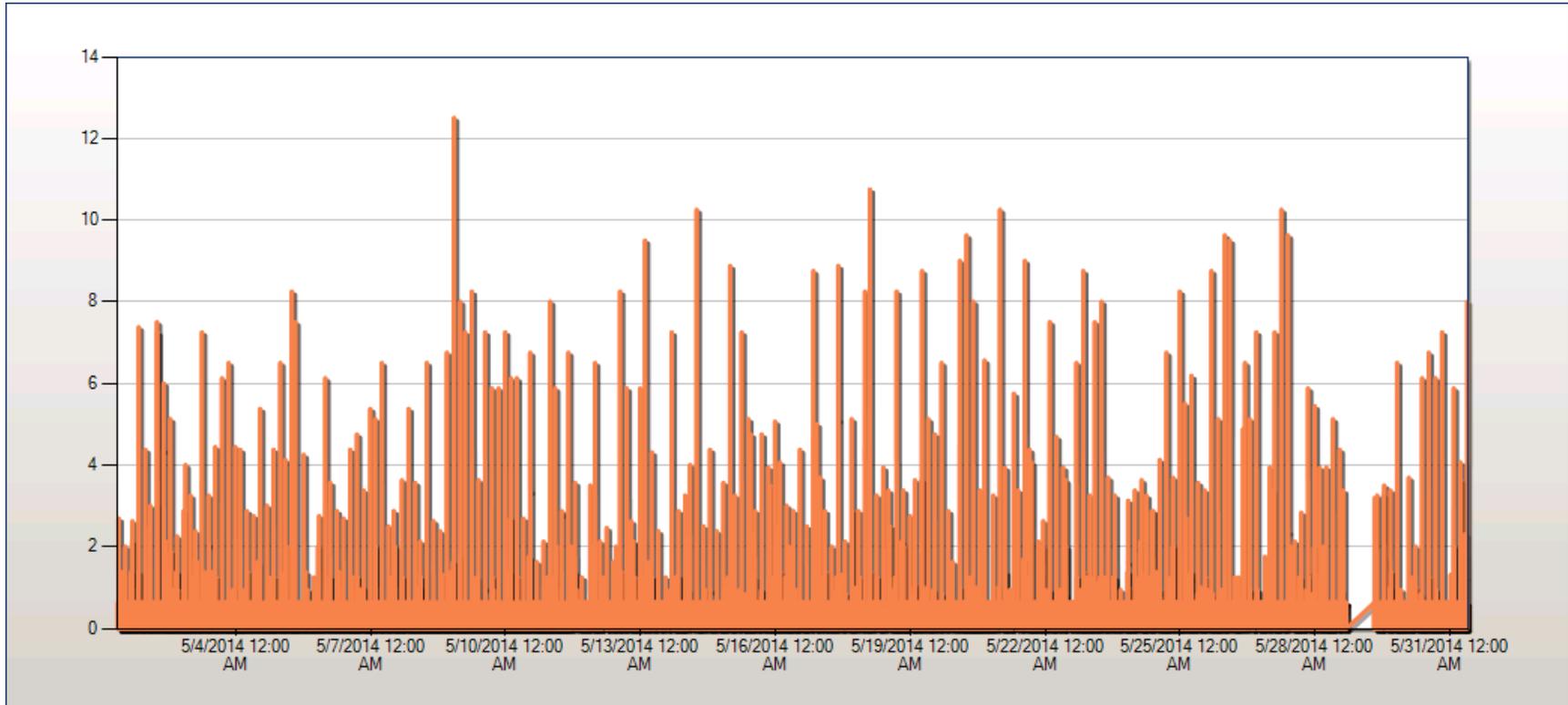
Prod2Util3



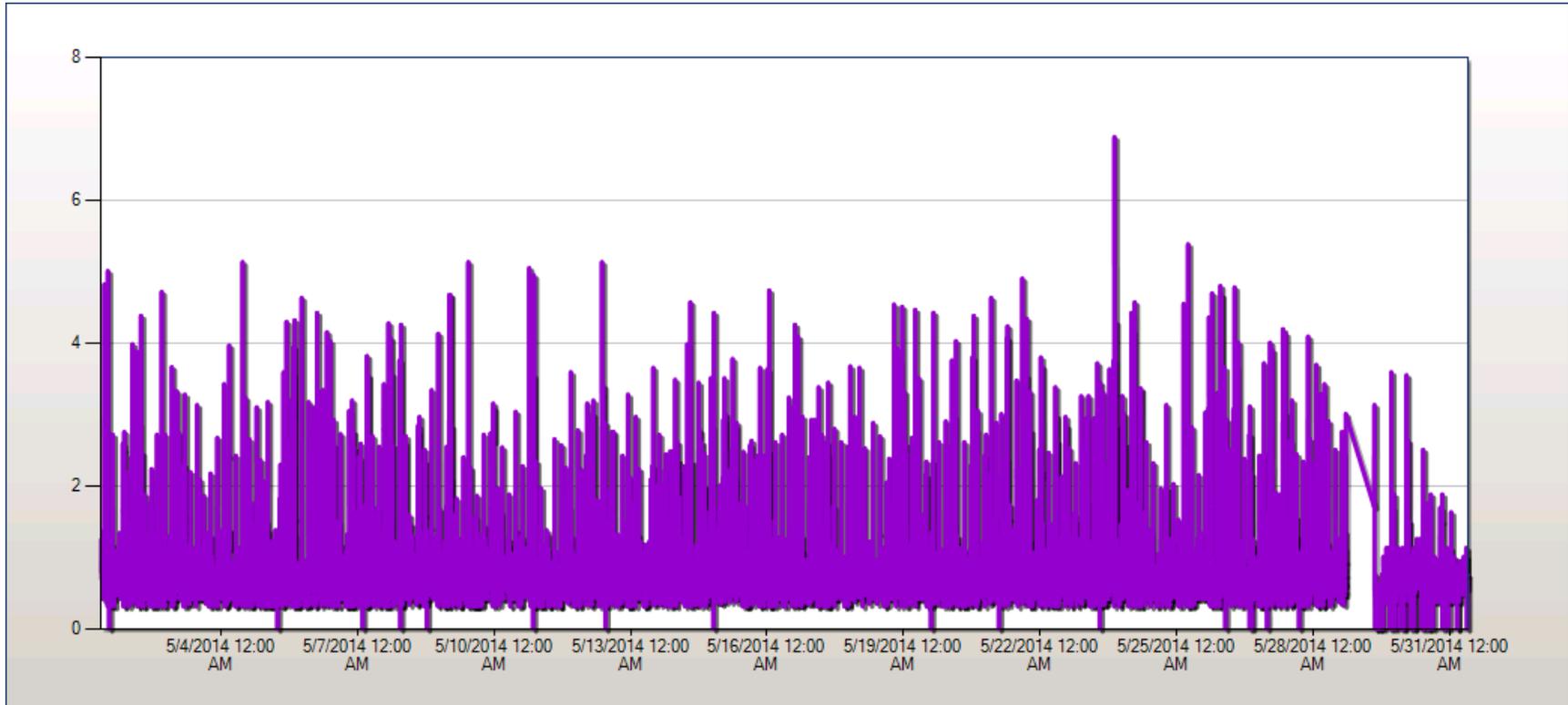
Prod2Util4



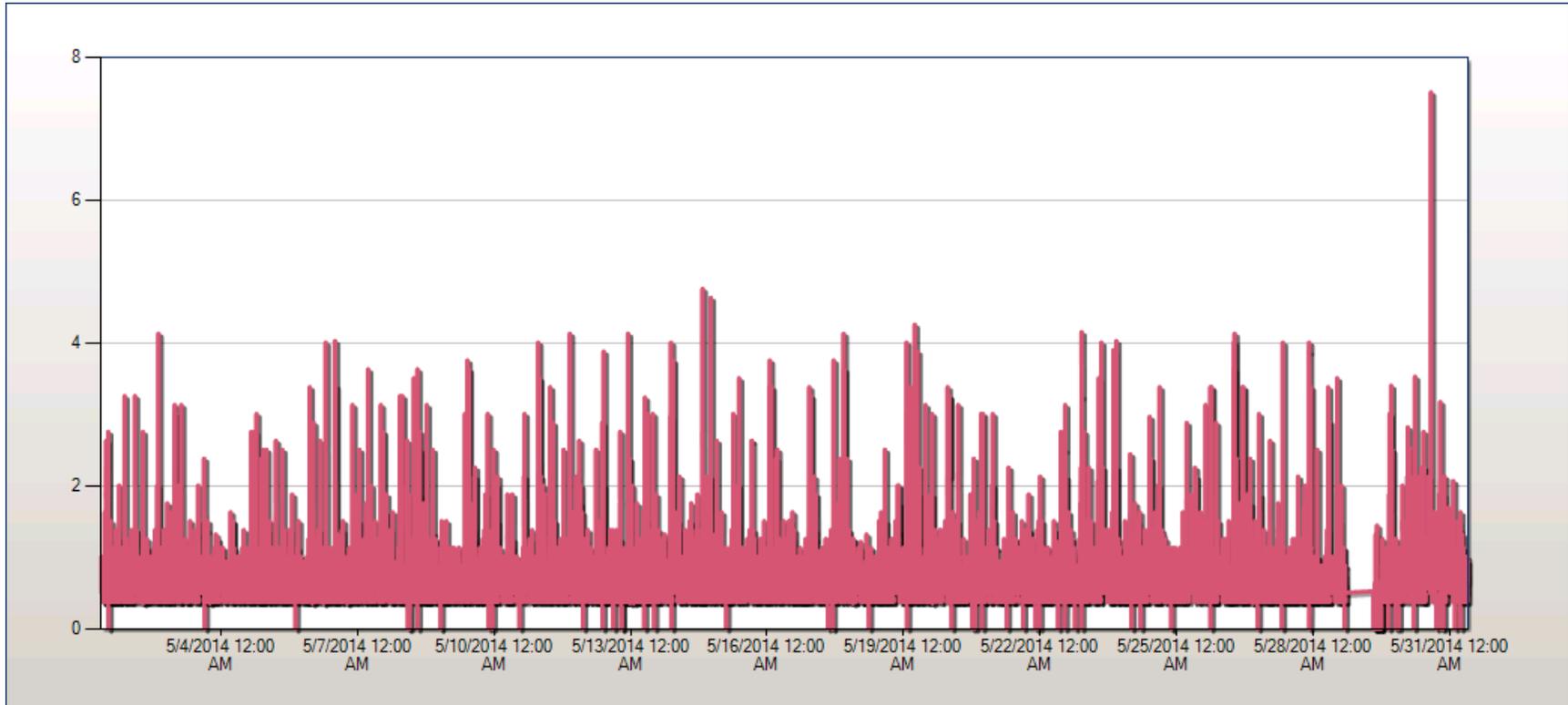
Prod2Util5



Prod2SQL1bt



Prod2SQL2sq





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**Communication Issues – EDI Transactions**

This report provides a rolling 12 month window of Communication Issue counts encountered by the edits performed within the web portal of the EDITPS on inbound EDI transaction files received from trading partners.

<u>Error(s) Encountered by Type</u>	<u>May 13</u>	<u>Jun 13</u>	<u>Jul 13</u>	<u>Aug 13</u>	<u>Sep 13</u>	<u>Oct 13</u>	<u>Nov 13</u>	<u>Dec 13</u>	<u>Jan 14</u>	<u>Feb 14</u>	<u>Mar 14</u>	<u>Apr 14</u>	<u>May 14</u>
E001: Invalid file format	0	0	0	0	0	0	0	0	0	0	0	0	0
E002: Unauthorized Submitter ID	0	0	0	0	0	0	0	0	1	0	0	0	0
E003: Invalid file format	10	0	0	0	0	1	0	0	0	0	0	0	0
E004: Invalid file format	0	0	0	0	0	0	0	0	0	0	0	0	0
E005: Invalid file format	16	15	17	7	12	11	6	10	16	20	5	14	23
E006: Invalid file format	0	12	0	0	0	0	0	0	0	0	0	0	0
E007: Invalid file format	10	0	16	13	5	0	19	68	5	6	5	3	2
E008: Invalid file format	0	0	0	0	0	0	0	0	0	0	0	0	0
E009: File Transfer Error	0	0	0	0	0	0	0	0	0	0	0	0	0
E010: File Read Error	0	0	0	0	0	0	0	0	0	0	0	0	0
E011: Invalid Format: Zip File	0	0	0	0	0	0	0	0	0	0	0	0	0
E012: Submitter ID not valid	0	0	0	0	0	0	0	0	0	0	0	0	0
E013: Submitter ID not authorized	0	0	0	0	0	0	0	0	0	0	0	0	0
E014: Wrong Acknowledgment Requested value	0	0	0	0	0	0	0	0	0	0	0	0	0
E015: Invalid EDI file format	0	0	0	0	0	0	0	0	0	0	0	0	0
E016: Invalid EDI file format	2	0	0	7	2	8	9	1	0	0	0	0	0
E017: Invalid value for ISA11	0	0	0	0	0	0	0	0	0	0	0	0	0
E018: Invalid ISA5/ISA7 values	0	0	0	0	0	0	0	0	0	0	0	0	0
E019 Invalid Filename: cannot exceed 70 chars	0	0	0	0	0	0	0	0	0	0	0	0	0
E991: Network Error	0	0	0	0	0	0	0	0	0	0	0	0	0
E998: Internal Exception	0	0	0	0	0	0	0	0	0	0	0	0	0
E999: Internal Validation Error	8	38	63	5	3	20	25	17	26	15	23	43	280
<b>Total</b>	<b>36</b>	<b>65</b>	<b>96</b>	<b>32</b>	<b>22</b>	<b>40</b>	<b>59</b>	<b>96</b>	<b>48</b>	<b>41</b>	<b>33</b>	<b>60</b>	<b>305</b>



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**Communication Issues – MCO Enrollment Reconciliation files**

This report provides a rolling 12 month window of Communication Issue counts encountered by the edits performed within the web portal of the EDITPS on inbound MCO Reconciliation files received from MCO trading partners.

\*\*\* These error codes were implemented July 2007.

<u>Error(s) Encountered by Type</u>	<u>May 13</u>	<u>Jun 13</u>	<u>Jul 13</u>	<u>Aug 13</u>	<u>Sep 13</u>	<u>Oct 13</u>	<u>Nov 13</u>	<u>Dec 13</u>	<u>Jan 14</u>	<u>Feb 14</u>	<u>Mar 14</u>	<u>Apr 14</u>	<u>May 14</u>
E100: File contains record(s) with a length not = 200 bytes	0	0	0	0	0	0	0	0	0	0	0	0	0
E101: Record Count field value not equal to Detail records	0	0	0	0	0	0	0	0	0	0	0	0	0
E102: Login ID does not match MCO Number.	0	0	0	0	0	0	0	0	0	0	0	0	0
E103: First record in the file does not begin with an 'H'.	0	0	0	0	0	0	0	0	0	0	0	0	0
E104: Last record in the file does not begin with a 'T'.	0	0	0	0	0	0	0	0	0	0	0	0	0
E105: Record type H is not equal to one within the file.	0	0	0	0	0	0	0	0	0	0	0	0	0
E106: Record type T is not equal to one within the file.	0	0	0	0	0	0	0	0	0	0	0	0	0
E107: Record Does not contain a H, D, T in the field	0	0	0	0	0	0	0	0	0	0	0	0	0
E108: Mandatory Field does not exist	0	0	0	0	0	0	0	0	0	0	0	0	0
E109: Field <field name>, is not alphanumeric.	0	0	0	0	0	0	0	0	0	0	0	0	0
E110: Field <field name>, is not numeric	0	0	0	0	0	0	0	0	0	0	0	0	0
E111: Field <field name>, is not in a valid date.	0	0	0	0	0	0	0	0	0	0	0	0	0
E112: Field <field name>, is not date format <MM/DD/CCYY>	0	0	0	0	0	0	0	0	0	0	0	0	0
E113: Field Title does not contain correct title value.	0	0	0	0	0	0	0	0	0	0	0	0	0
E114: MCO Period Begin Date range not within 2 year range	0	0	0	0	0	0	0	0	0	0	0	0	0
E115: MCO Period End Date cannot be prior to Begin Date	0	0	0	0	0	0	0	0	0	0	0	0	0
E116: Zero filled Original and Current Recipient ID.	0	0	0	0	0	0	0	0	0	0	0	0	0
E117: MCO Number does not match header MCO Number	0	0	0	0	0	0	0	0	0	0	0	0	0
E118: MCO End Date prior to Begin Date (detail record)	0	0	0	0	0	0	0	0	0	0	0	0	0
E119: Recipient Count exceeds Record Count field value	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total</b>	<b>0</b>												



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**Inbound Transaction Activity**

Inbound Transactions are those transactions received from trading partners via the web portal or, in the case of Medicare carriers, received via Connect:Direct through the mainframe.

The following table provides rolling 12 month counts of the inbound files received from trading partners.

<u><b>Inbound from Trading Partners</b></u>	<u><b>May 13</b></u>	<u><b>Jun 13</b></u>	<u><b>Jul 13</b></u>	<u><b>Aug 13</b></u>	<u><b>Sep 13</b></u>	<u><b>Oct 13</b></u>	<u><b>Nov 13</b></u>	<u><b>Dec 13</b></u>	<u><b>Jan 14</b></u>	<u><b>Feb 14</b></u>	<u><b>Mar 14</b></u>	<u><b>Apr 14</b></u>	<u><b>May 14</b></u>
Total Files Received	23,521	20,729	29,777	32,334	26750	29,476	29,480	39,890	43,546	41,411	46,279	45,844	45,632
Total Files Received (Less Test ID submitted files)	23,520	20,729	29,700	32,331	26720	29,473	29,480	39,885	43,532	41,411	46,279	45,844	45,632
Production X12	23,318	20,463	28,822	27,787	24,935	29,174	29,049	39,703	43,174	40,290	46,008	45,672	45,198
Test X12	100	124	519	3,276	1,692	203	294	49	252	959	93	20,114	15
Production Non-X12	6	6	6	6	6	6	6	6	6	6	6	5	6
Test Non-X12	0	0	0	0	0	0	0	0	0	0	0	0	0
Bad Files	86	120	418	1,254	105	84	121	124	92	148	122	122	404
<b>Totals</b>	<b>23,510</b>	<b>20,713</b>	<b>29,765</b>	<b>32,323</b>	<b>26,738</b>	<b>29,467</b>	<b>29,470</b>	<b>39,882</b>	<b>43,524</b>	<b>41,403</b>	<b>46,229</b>	<b>65,913</b>	<b>45,623</b>



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**Inbound Transaction Activity (cont.)**

Following is a rolling 12 month report of the inbound files received from trading partners that successfully passed through the front-end

(web portal) edits and were syntactically correct, thus resulting in data being passed to MMIS II for processing:

<b><u>Inbound to MMIS II Claim Statistics</u></b>	<b><u>May 13</u></b>	<b><u>Jun 13</u></b>	<b><u>Jul 13</u></b>	<b><u>Aug 13</u></b>	<b><u>Sep 13</u></b>	<b><u>Oct 13</u></b>	<b><u>Nov 13</u></b>	<b><u>Dec 13</u></b>	<b><u>Jan 14</u></b>	<b><u>Feb 14</u></b>	<b><u>Mar 14</u></b>	<b><u>Apr 14</u></b>	<b><u>May 14</u></b>
Production MMIS II Claim records	1,905,053	1,279,902	1,427,940	1,370,249	1,436,957	1,903,456	1,485,928	1,425,870	1,846,652	1,446,051	1,690,215	1,697,162	1,887,399
Production MMIS II Encounter records	1,999,566	3,252,625	1,854,702	1,867,870	2,047,137	2,053,346	1,943,630	1,880,376	2,094,949	1,697,508	2,387,906	1,857,426	2,645,078
Production MCARE Claim records	292,130	235,150	271,346	227,723	210,883	279,016	226,320	229,118	254,727	215,619	221,836	286,957	223,471
Production Non-X12 Claims	401,210	415,345	422,818	397,095	416,829	433,208	418,948	439,764	412,215	399,255	403,882	330,182	482,302
Test MMIS II Claim records	780	264,054	206,298	23,572	14,030	822	16,434	148,969	5158	48,877	2,236	628	2,682
Test MMIS II Encounter records	191	22,294	13,291	776	59	2,603	574	3,937	3080	1,563	52	0	0
Test MCARE Claim records	0	0	0	0	0	0	0	0	0	0	0	0	0
Test Non-X12 Claims	0	0	0	0	0	0	0	0	0	0	0	0	0



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**Eligibility Response Activity**

Eligibility Response Activity counts reflects responses provided to inquiries for recipient eligibility through the three means of inquiry. These counts reflect response activity only. IVR and WebEVS request activity is, in essence, a one-for-one relationship. Requests that result in errors are not reflected as a request as they are not completed actions. Inbound EDI Eligibility files are included in the inbound transaction activity counts on the previous page, thus are not included here.

- IVR-EVS Responses                      Reflects completed responses provided via the new IVR (telephony Eligibility Verification System)
- WEB-EVS Responses                    Reflects completed responses provided via the WebEVS application
- EDI-EVS Responses                    Reflects the count of 271 transactions created in response to an inbound 270 transaction by submitters other than test IDs
- Responses from Test IDs              Reflects the count of 271 transactions created in response to an inbound 270 transactions submitted using test IDs

<b><u>EVS System</u></b>	<b><u>May 13</u></b>	<b><u>Jun 13</u></b>	<b><u>Jul 13</u></b>	<b><u>Aug 13</u></b>	<b><u>Sep 13</u></b>	<b><u>Oct 13</u></b>	<b><u>Nov 13</u></b>	<b><u>Dec 13</u></b>	<b><u>Jan 14</u></b>	<b><u>Feb 14</u></b>	<b><u>Mar 14</u></b>	<b><u>Apr 14</u></b>	<b><u>May 14</u></b>
IVR-EVS Responses (New IVR)	290,256	262,237	272,831	278,376	272,403	305,142	266,353	242,740	272,721	254,660	269,836	285,692	284,959
WEB-EVS Responses	1,668,899	1,467,234	1,501,275	1,560,432	1,470,095	1703686	1,501,143	1,466,092	1,574,067	1,359,549	1,463,772	1,408,975	1,387,333
EDI-Responses (Batch) (X12 – 271s) (less Test IDs)	593,319	326,163	504,495	857,384	858,133	579069	529,051	456,284	497,754	494,750	675,334	520,594	630,559
EDI-Responses (Real-Time)	598,617	562,995	610,775	766,538	710,640	819523	788,627	815,632	873,037	678,841	835,981	966,750	1,353,892
EDI-Responses from Test IDs (e.g. TEST01)	1	15	5	4	1	7	0	2	1	0	0	1	1
<b>Totals</b>	<b>3,151,092</b>	<b>2,618,644</b>	<b>2,889,381</b>	<b>3,462,734</b>	<b>3,311,272</b>	<b>3,407,427</b>	<b>3,085,174</b>	<b>2,980,750</b>	<b>3,217,580</b>	<b>2,787,800</b>	<b>2,801,963</b>	<b>2,824,337</b>	<b>3,656,744</b>



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**Outbound Transaction Activity**

Outbound transactions are those transactions created from data received from MMIS II and translated into outbound transactions, plus any specific file/acknowledgement file created by EDITPS and placed in trading partner folders.  
The following 12 month rolling report provides counts of files received from MMIS II.

<b><u>Outbound Transaction Processing Statistics</u></b>	<b><u>May 13</u></b>	<b><u>Jun 13</u></b>	<b><u>Jul 13</u></b>	<b><u>Aug 13</u></b>	<b><u>Sep 13</u></b>	<b><u>Oct 13</u></b>	<b><u>Nov 13</u></b>	<b><u>Dec 13</u></b>	<b><u>Jan 14</u></b>	<b><u>Feb 14</u></b>	<b><u>Mar 14</u></b>	<b><u>Apr 14</u></b>	<b><u>May 14</u></b>
Production 835 Files received from MMIS II	43	40	38	37	36	38	41	37	45	49	47	49	40
Production 820 Files received from MMIS II	4	5	6	5	4	5	5	4	5	4	6	7	5
Test 835 Files received from MMIS II	12	19	15	25	16	12	12	12	31	17	11	3	10
<b>Total Files received from MMIS II</b>	<b>59</b>	<b>64</b>	<b>59</b>	<b>67</b>	<b>56</b>	<b>55</b>	<b>58</b>	<b>53</b>	<b>81</b>	<b>70</b>	<b>64</b>	<b>59</b>	<b>55</b>
Resulting Production 835 transactions created	19,347	23,644	19,314	14,842	23,678	21,830	21,829	29,046	25,905	35,470	33,838	62,702	28,460
Resulting Production 820 transactions created	41	55	46	55	45	53	53	41	51	37	65	119	51
<b>Total Production Outbound transactions created</b>	<b>19,388</b>	<b>23,699</b>	<b>19,360</b>	<b>14,897</b>	<b>23,723</b>	<b>21,883</b>	<b>21,882</b>	<b>29,087</b>	<b>25,956</b>	<b>35,507</b>	<b>33,903</b>	<b>62,821</b>	<b>28,511</b>
Resulting Test 835 transactions created	7	16	1,129	4,304	2,321	1,361	733	634	76	1,536	66	38	13
Resulting Test 820 transactions created	0	0	0	0	0	0	0	0	0	0	0	0	3
<b>Total Test Outbound transactions created</b>	<b>7</b>	<b>16</b>	<b>1,129</b>	<b>4,304</b>	<b>2,321</b>	<b>1,361</b>	<b>733</b>	<b>634</b>	<b>76</b>	<b>1,536</b>	<b>66</b>	<b>38</b>	<b>16</b>
<b>Total Outbound transactions created</b>	<b>19,395</b>	<b>23,715</b>	<b>20,489</b>	<b>19,201</b>	<b>26,044</b>	<b>23,244</b>	<b>22,615</b>	<b>29,721</b>	<b>26,032</b>	<b>37,043</b>	<b>33,969</b>	<b>62,859</b>	<b>28,527</b>



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**Outbound Transaction Activity (cont.)**

Data received from MMIS II is passed into the EDITPS for validation and translation. Not all data received from MMIS II is successfully validated. Thus, it may not result in a file/transaction being placed in a trading partner's folder for retrieval. Additionally, there are cases when a file received from MMIS II that failed validation is corrected and resubmitted, thus resulting in a file/transaction that can be placed in a trading partner's folder.

The following 12 month rolling report provides count of transactions/files that were written to trading partner folders.

	<u>May 13</u>	<u>Jun 13</u>	<u>Jul 13</u>	<u>Aug 13</u>	<u>Sep 13</u>	<u>Oct 13</u>	<u>Nov 13</u>	<u>Dec 13</u>	<u>Jan 14</u>	<u>Feb 14</u>	<u>Mar 14</u>	<u>Apr 14</u>	<u>May 14</u>
<b><u>Outbound Transactions to Trading Partners</u></b>													
Production 835 trans placed in Trading Partner Folders	20,302	24,819	20,305	24,409	24,091	23,107	22,834	30,110	35,732	36,537	36,559	51,233	28,627
Production 820 trans placed in Trading Partner Folders	41	55	45	55	45	43	53	41	41	37	45	47	51
Production 997 trans placed in Trading Partner Folders	9,462	8,420	9,371	8,627	7,972	14,583	20,976	27,311	28,418	26,427	29,190	29,838	29,476
<b>Total Production Transactions placed in Trading Partner Folders</b>	<b>29,805</b>	<b>33,294</b>	<b>29,721</b>	<b>33,091</b>	<b>32,108</b>	<b>37,733</b>	<b>43,863</b>	<b>57,462</b>	<b>64,191</b>	<b>63,001</b>	<b>65,794</b>	<b>81,118</b>	<b>58,154</b>
Test 835 trans placed in Trading Partner Folders	17	24	1,121	4,061	2,182	460	8	136	984	1,509	64	19	10
Test 820 trans placed in Trading Partner Folders	0	0	0	0	0	0	0	0	0	0	0	0	1
Test 997 trans placed in Trading Partner Folders	48	120	510	3,272	1,646	187	286	35	189	959	98	28	16
<b>Total Test Transactions placed in Trading Partner Folders</b>	<b>65</b>	<b>144</b>	<b>1,631</b>	<b>7,333</b>	<b>3,828</b>	<b>647</b>	<b>294</b>	<b>171</b>	<b>1173</b>	<b>2,468</b>	<b>162</b>	<b>47</b>	<b>27</b>
Production Non-X12 Acknowledgements	14	15	14	14	16	14	14	15	13	13	13	12	13
Test Non-X12 Acknowledgements	4	6	3	3	2	2	2	1	1	1	43	2	2
<b>Total Non-X12 Acknowledgements placed in Trading Partner Folders</b>	<b>18</b>	<b>21</b>	<b>17</b>	<b>17</b>	<b>18</b>	<b>16</b>	<b>16</b>	<b>16</b>	<b>14</b>	<b>14</b>	<b>56</b>	<b>14</b>	<b>15</b>

**Attachment S – EDITPS Production Environment**

**EDITPS Production Environment**

Each **SQL Server** contain 4 AMD Quad-core processors and configured as clustered servers with the following licenses:

- **Windows 2008 Enterprise Edition x64**  
One license per Server (2)
- **SQL Server 2008 Enterprise x64**  
One License per active CPU (2 Servers x 4 CPUs/Server = 8 Licenses)
- **SCOM 2007 Agent**  
One License per active CPU (2 Servers x 4 CPUs/Server = 8 Licenses)
- **BackupExec 2012 Agent**  
One license per Server (2)

Four **BizTalk Processing Server** contain dual AMD Quad-core processors with the following licenses:

- **Windows 2008 Standard x64**  
One license per Server (4)
- **Biztalk 2009**  
One License per CPU (4 Servers x 2 CPUs/Server = 8 Licenses)
- **SCOM 2007 Agent**  
One License per active CPU (4 Servers x 2 CPUs/Server = 8 Licenses)
- **BackupExec 2012 Agent**  
One license per Server (4)

Four **BizTalk Processing Server** contain two Intel Xeon Dual-core processors with the following licenses:

- **Windows 2003 R2 Standard Edition**  
One license per Server (4)
- **Biztalk 2009**  
One License per CPU (4 Servers x 2 CPUs/Server = 8 Licenses)
- **SCOM 2007 Agent**  
One License per active CPU (4 Servers x 2 CPUs/Server = 8 Licenses)
- **BackupExec 2012 Agent**  
One license per Server (4)

The **Utility Servers** contain dual AMD Quad-core processors with the following common licenses:

- **SCOM 2007 Agent**  
One License per active CPU (4 Servers x 4 CPUs/Server = 16 Licenses)
- **BackupExec 2012 Agent**  
One license per Server (4)

Individual server(s) licenses and functions:

**EDITPSUS1 & EDITPSUS5:**

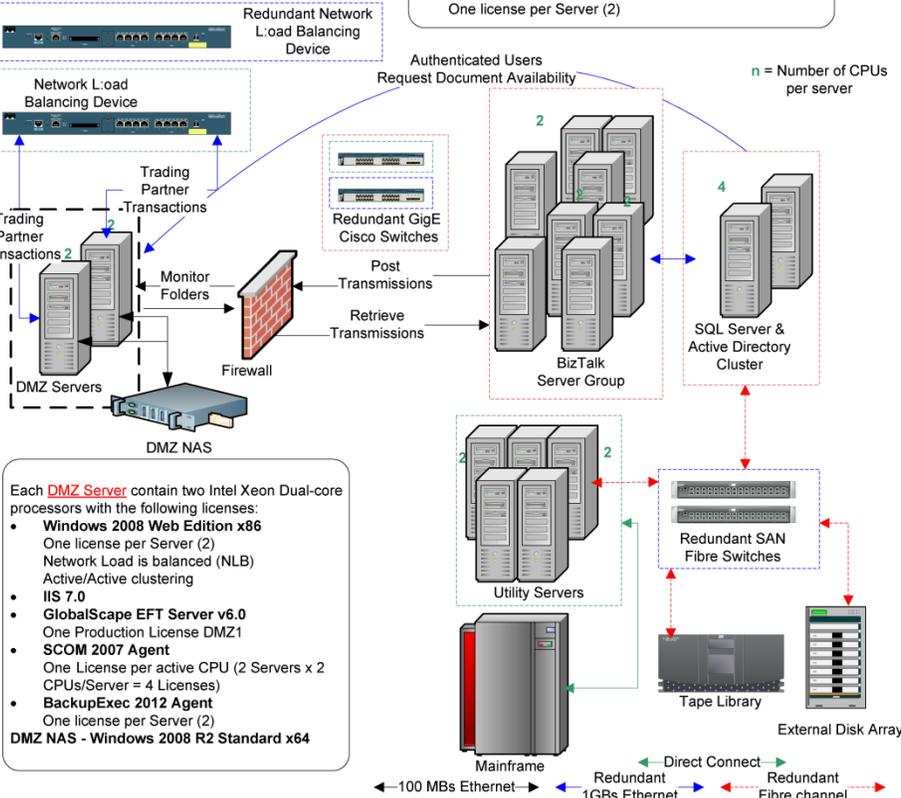
- **Windows 2008 R2 Standard x64**  
one license per server (2)
- **Primary Domain Controller**
- **DNS Server**
- **Backup SCOM 2007 (only EDITPSUS5)**
- **Microsoft SQL Express (only EDITPSUS5)**

**EDITPSUS2 & EDITPSUS3**

- **Windows 2008 R2 Standard x64**  
one license per server (2)
- **Windows clustered servers**
- **Microsoft MSMQ**
- **Sterling Commerce Connect:Direct for Windows 4.5.01 Build 016**  
one license per server (1)

**EDITPSUS4**

- **Windows 2008 Standard x64**  
one license per server (1)
- **System Center Operation Manager (SCOM) 2007**
- **Symantec BackupExec 2012**
- **Microsoft SQL Express**



Each **DMZ Server** contain two Intel Xeon Dual-core processors with the following licenses:

- **Windows 2008 Web Edition x86**  
One license per Server (2)  
Network Load is balanced (NLB)  
Active/Active clustering
- **IIS 7.0**
- **GlobalScape EFT Server v6.0**  
One Production License DMZ1
- **SCOM 2007 Agent**  
One License per active CPU (2 Servers x 2 CPUs/Server = 4 Licenses)
- **BackupExec 2012 Agent**  
One license per Server (2)

**DMZ NAS - Windows 2008 R2 Standard x64**



**Attachment T - Agency Acceptance of Deliverable Form**

**Client Name:** Department of Health and Mental Hygiene; Office of Systems, Operations, and Pharmacy  
**Project Name:** Support and Maintenance of EDITPS and MMIS II  
**Task/Subtask:** Monthly Performance Report for July xxxx  
**Prepared By:**  
**Acceptor(s):**  
**Date Requested:**  
**Date Required:**

**Description:**

This delivery includes the following document:  
 Monthly Performance Report for July xxxx

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**Accepted By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Rejected By:** \_\_\_\_\_ **Date:** \_\_\_\_\_



**Reason for Rejection:**

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**Comments:**

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**Attachment U-Performance Evaluation Form**

*(If a Work Order is not required remove the heading and content, renumbering all subsequent attachments). Make sure this attachment is referenced in the body of RFP.*

RFP Title: <<Solicitation Number>>RFP # <<solicitation number>>

Name of individual being evaluated: (insert name)

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

Evaluation Month & Year:

Role (RFP Section <<3.X>>):

Labor Category:

Contractor Name:

Contractor Contact:

Contract Monitor:

Department or Agency:

**PROJECT PERSONNEL PERFORMANCE RATING\***

The information below shall be completed by the Contract Monitor or Designee and returned to the Contractor

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

\*Project Personnel must maintain a "Satisfactory" rating for each performance area. The Contractor shall take action to address any unsatisfactory rating. At the Contract Monitor's discretion, employee performance may be rejected and payment withheld pending employee performance mitigation or employee substitution.

Employee performance overall is accepted.

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

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

OTHER COMMENTS:

OTHER COMMENTS:

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

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



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**Review Result:**

This document is not yet ready for release. Please resubmit after addressing ITPO comments. Please schedule a meeting with ITPO to discuss some of these topics.

**Items to Fix:**

- a. Update Minimum Qualifications Section
- b. Address comments on requirements in Section 3
- c. The PRG form does not match the years/option listed in this RFP and the sub-goal category selected is incorrect. Must fix.

**Tips:**

Please do not accept all ITPO suggestions without careful review.

**Checklist of Items to Complete Prior to Release:**

	Before Release
	Update Table of Contents
	Update highlighted items with solicitation-specific content
	Perform final check for ALL cross references in the RFP and in all Attachments
	Remove watermarks
	Ensure Headers and Footers are updated
	Check Margins on all pages, particularly all attachments
	Remove remaining comments and change tracking (use the Word feature to do this)
	After Release
	Send As-released document to ITPO mailbox

Sometimes ITPO reviewers make changes for which change tracking is NOT on. When we do this, it's to correct small template issues or typos that we're confident do not change the intent of the document.



**Attachment V – Staffing Management Plan**



<PROJECT NAME>

# STAFFING MANAGEMENT PLAN

Version <Type Version #>

**My signature indicates approval of this Staffing Management Plan.**

Agency CIO

**Approved by:**

\_\_\_\_\_

Project Sponsor

**Approved by:**

\_\_\_\_\_

Project Manager

**Prepared by:**

\_\_\_\_\_

## 1. Purpose

The Staffing Management Plan details the project’s human resources requirements and how those requirements will be fulfilled for all named and unnamed resources. The Staffing Management Plan includes several sections:

- **Acquisition Strategy** – describes when, how, and from what sources staffing will be acquired for the unnamed resources
- **Training Plan** – identifies how skillsets will be kept current throughout the term of the contract and details specific training requirements for each labor category
- **Organizational Chart** – displays project reporting relationships for all resources
- **Staffing Management** – Describe internal standards, policies, and procedures regarding hiring, professional development and human resource management.

## 2. Staff Acquisition Strategy

<Describe how required resources will be acquired for the thirteen (13) non-key staff listed in **Table 3-4** Non-Key Personnel Staffing Requirements (Staffing Plan) in Section 3.3.>

<Determine the names and estimated start date of staff (if currently known) to be assigned to each labor category. Assess whether each resource possesses the required skills to perform the responsibilities. Describe the acquisition strategy to obtain the needed resources. A sample table template is included below.>

Labor Category	Team (MMIS II or EDITPS)	Resource Name	Estimated Start Date	Acquisition Strategy
Application Programmer	EDITPS			
Systems Design Architect	EDITPS			
Database Management Specialist (SQL Server)	EDITPS			
Senior (Mainframe) Programmer Analyst	MMIS II			
Computer Specialist	MMIS II			
Business Analyst	MMIS II			

### 3. Staff Training Plan

The Staff Training Plan requirements for all resources (named and unnamed) in **Section 3.3** are detailed in the following table. The training detailed in the following table describes how skillsets will be kept current throughout the term of the contract. <Training needs should be considered for all Project Team members. Please note that this section should be focused on the training necessary for resources to conduct the contract.>

Labor Category	Training Required	Timeframe Needed/Frequency	Training Source

### 4. Project Organizational Chart

The Project Organizational Chart below provides a graphical representation of the project’s hierarchical reporting relationships. <Include an organizational chart that contains all project roles and conveys the relationship between each. Be sure to include roles and staff names in each box.>

### 5. Staff Management

Describe internal human resources standards, policies, and procedures regarding hiring; professional conduct policies, criminal background check procedures etc.





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**D. References**

List persons the State may contact as employment references. Must include three (3) references from B.

Reference Name	Job Title or Position	Organization Name	Telephone / Email
<add lines as needed>			



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<p style="text-align: center;"><b>Requirements</b></p> <p>Sections 3.2.7.1, 3.2.7.1.1, 3.2.7.1.2</p>	<p><b>Candidate Experience – Must demonstrate how the candidate meets the requirements below for the appropriate labor category.</b></p>
<p><b>Project Manager</b> - The proposed candidate(s) must have minimum 5 years of experience in the following areas:</p> <ol style="list-style-type: none"> <li>1. Uses appropriate Project Management tools to monitor and report on work;</li> <li>2. Proven Project Management experience in a mainframe and LAN-based environment</li> <li>3. Scope of work involves entire life cycle of systems development, all skill sets required to accomplish such work and all elements of project (hardware, software, communications, etc.)</li> <li>4. PMP certification number from PMI</li> </ol>	
<p><b>MMIS II: Computer Specialist</b> - The proposed candidate(s) must have minimum 5 years of experience in the following areas:</p> <ol style="list-style-type: none"> <li>1. Planning, integration and maintenance for software and hardware components of microcomputer networks.</li> <li>2. Oversight of operating systems, network communications and peripherals to assure optimal functionality of all elements as well as reliability of local area network performance.</li> </ol>	
<p><b>MMIS II: Senior (Mainframe) Programmer Analyst</b> - The proposed candidate(s) must have minimum 5 years of experience in the following areas:</p> <ol style="list-style-type: none"> <li>1. IBM Mainframe OS390</li> <li>2. Cobol</li> <li>3. DB2</li> <li>4. CICS</li> <li>5. VSAM</li> <li>6. JCL</li> <li>7. Information Builders FOCUS</li> </ol>	



**MMIS II: Senior (WebSphere) Programmer Analyst -**

The proposed candidate(s) must have minimum 5 years application development experience in the following areas:

1. Websphere 7
2. DB2 UDB
3. DB2:Connect
4. Web application development using Web Services, XML, J2EE, JDBC
5. Design and development of Health Insurance Application Framework

**MMIS II: Business Analyst -** The proposed candidate(s) must have minimum 5 years of experience in the following areas:

1. Acts as the liaison between end-user community and technical staff.
2. Analyzes and develops user requirements for new systems and enhancements.
3. Documents functional business specifications.
4. Participates in user Acceptance Testing and testing of new functionality.
5. Writes test cases and scenarios.
6. Reviews system change requests.
7. Create detailed system change requests documentation.
8. Relate system change requests to impacted business processes and suggest necessary changes.
9. Dialog with technical staff concerning any recommended changes to rejected system change requests.
10. Update User documentation
11. Interview Users concerning system change requests.



**MMIS II: System Systems Engineer** - The proposed candidate(s) must have minimum 5 years of experience in the following areas:

1. Must be MCSE (MS Certified Engineer), and MCSA (MS System Administrator) certified.
2. Must have experience in HP (Compaq) server class machines, HP Blade servers, HP SAN, tape drive storage devices, server clustering, and familiarity with network configuration.
3. Must have experience with Active Directory Administration
4. Must have experience with server virtualization.

**MMIS II: Database Management Specialist (SQL Server)** - The proposed candidate(s) must have minimum 5 years of experience in the following areas:

1. Knowledge and experience with DB2 for zOS (V9).
2. Knowledge and experience with DB2 UDB (V9)
3. Support of production and development efforts.
4. Oversight of logical and physical organization of data;
5. Monitoring of efficiency of processes to assure minimization of CPU time charges.
6. Troubleshoot problems related to availability of data to system users, space, database software, data flow, and data storage or data access.
7. Diagnostic tools: ABEND-AID, XPEDITER, Omegamon, QMF, FILE-AID.
8. Participate in data migration efforts.
9. Assurance of sufficiency of backup and recovery plans.
10. DB2:Connect.
11. Knowledge and experience with MS SQL server for network based applications would be a plus.



<p><b>EDITPS: Subject Matter Expert</b> - The proposed candidate(s) must have minimum 5 years of experience in the following areas:</p> <ol style="list-style-type: none"> <li>1.EDI (Electronic Data Interchange) implementation</li> <li>2.Microsoft BizTalk 2009</li> <li>3.HIPAA X12N Transactions and Codes Sets</li> <li>4.Communication Protocols: HTTP, FTP, NDM</li> <li>5.Microsoft Windows 2008 Server Standard and Enterprise (R2) administration</li> <li>6.Web Services Architecture</li> <li>7.EDIFECS</li> <li>8. Must have a working knowledge of .NET Framework, C#, and SQL Server 2008 for network based applications.</li> </ol>	
<p><b>EDITPS: Applications Programmer</b> - The proposed candidate(s) must have minimum 5 years development experience in the following areas:</p> <ol style="list-style-type: none"> <li>1. Microsoft BizTalk 2009</li> <li>2. Visual Studio .NET</li> <li>3. .NET Framework concepts and application development using C#</li> <li>4. Development and application of COM/COM+ objects</li> <li>5. Microsoft BizTalk SDK</li> <li>6. Scripting languages: VBScript, JavaScript</li> <li>7. Web application development using: ASP.NET, HTML/DHTML, XML</li> <li>8. SQL Server 2008</li> <li>9. HIPAA X12N Transactions and Codes Sets</li> <li>10. Knowledge of X12 transactions and their application</li> <li>11. X12 EDI Testing - HIPAA Transactions</li> <li>12. FTP/EFT Server</li> <li>13. SCOM 2007 Agent</li> <li>14. Flatfile Structure formats.</li> <li>15. Testing Methodology - Best practices.</li> <li>16. Documentation - Writing Test Plans and Test Plan execution</li> <li>17. Must have working knowledge of: Microsoft BizTalk, EDIFECS SpecBuilder, VBScript / Java Script, Use of Regular Expressions, text editors (Ultraedit, Text Pad...)</li> </ol>	



**EDITPS: Systems Design Architect** - The proposed candidate(s) must have minimum 5 years of experience performing the follow duties:

1. Recommend program modification and enhancements and ensure users have proper procedures.
2. Participate as required with technical staff in the design, development and testing of system modifications.
3. Prepare level of effort for program modifications and develop program specification for technical staff.
4. Designing and executing IT software tests and evaluating results to ensure compliance with applicable regulations.
5. Review test results and evaluates for conformance to design.
6. Perform project management tasks. Develop project plans as required and assist in tracking results.
7. Monitor all phases of the project and make recommendations on schedule, budget and scope-change impacts to management.
8. Provide application help-desk support to end-users, which would include prioritizing, troubleshooting, and communicating issues related to end-user support.
9. Provide functional training as required.
10. Provide updates to system documentation as required.
11. Administer, support, maintain, develop, monitor and upgrade the architecture requirements for client servers, hardware, networks, processors, controllers, drives and mainframe applications.
12. Gather and define architecture requirements which must be compatible and in compliance
  - a. with Program and project standards.
13. Monitor, react and troubleshoot network outages and production equipment failures.
14. Assess damages from power outages.
15. Schedule and support equipment upgrades.
16. Recommend equipment upgrades
17. Work with vendors and Program staff in the purchasing of required equipment. Review equipment bids.
18. Generate performance reports.
19. Must have working knowledge of EDI (Electronic Data Interchange), MS Biztalk, MS SQL Server, HIPAA X12N Transaction Code Sets.



**EDITPS: Senior (EDITPS) Programmer Analyst** - The proposed candidate(s) must have minimum 5 years of experience in the following areas:

1. Microsoft BizTalk 2009
2. Microsoft BizTalk SDK
3. Visual Studio .NET
4. .NET Framework concepts and application development using C#
5. Development and application of COM/COM+ objects
6. Scripting languages: VBScript, JavaScript
7. Web application development using: ASP.NET, HTML/DHTML, XML, SQL Server 2008
8. Microsoft Windows 2008
9. HIPAA X12N Transactions and Codes Sets
10. FTP/EFT Server
11. SCOM 2007 Agent
12. Flatfile Structure formats.
13. Testing Methodology - Best practices.
14. Documentation - Writing Test Plans and Test Plan execution
15. Must have working knowledge of: Microsoft BizTalk, EDIFECs SpecBuilder, VBScript / Java Script, Use of Regular Expressions, text editors (Ultraedit, Text Pad...)



**EDITPS: Database Management Specialist (SQL Server)** - The proposed candidate(s) must have minimum 5 years of experience in the following areas:

Support of production and development efforts for SQL Server 2008 applications;

1. Database design of logical and physical organization of data;
2. Database administrator of SQL Server 2008 Enterprise Edition databases running in a clustered environment on Windows 2008;
3. Performance monitoring of processes to assure minimization of CPU usage;
4. Troubleshoot problems related to availability of data to system users, space, database software, data flow, and data storage or data access;
5. Managing multiple database instances;
6. BackupExec 2012 agent - backup and recovery of databases;
7. Job Scheduling;
8. Knowledge and experience with SQL Server 2008 for network based applications.



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<p><i>Describe additional professional experience, knowledge, and skills required for this position.</i></p>	
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The information provided on this form for this labor category is true and correct to the best of my knowledge:

**Prime Contractor Representative:**

\_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Print Name

**Proposed Individual:**

\_\_\_\_\_ Date \_\_\_\_\_  
 Signature