



**STATE OF MARYLAND
DEPARTMENT OF HEALTH
REQUEST FOR PROPOSALS (RFP)**

**Women, Infants, and Children (WIC) Program Local Agency for
Targeted Areas In Baltimore City**

RFP NUMBER: MDH/OPASS 19-18151

ISSUE DATE: JANUARY 2, 2019

NOTICE

A Prospective Offeror that has received this document from a source other than eMarylandMarketplace (eMM) <https://emaryland.buyspeed.com/bsol/> should register on eMM. See **Section 4.2**.

Minority Business Enterprises Are Encouraged To Respond To This Solicitation.

VENDOR FEEDBACK FORM

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

**Title: Women, Infants, and Children (WIC) Program Local Agency for Targeted Areas in Baltimore City
Solicitation No: 19-18151**

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 is simply too complicated. (Explain in REMARKS section)
 - We cannot be competitive. (Explain in REMARKS section)
 - Time allotted for completion of the Proposal is insufficient
 - Start-up time is insufficient
 - Bonding/Insurance requirements are restrictive (Explain in REMARKS section)
 - 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: _____

STATE OF MARYLAND
MARYLAND DEPARTMENT OF HEALTH
KEY INFORMATION SUMMARY SHEET

Request for Proposals:	Services: Women, Infants and Children (WIC) Program Local Agency for Targeted Areas in Baltimore City
Solicitation Number:	MDH/OPASS 19-18151
RFP Issue Date:	January 2, 2019
RFP Issuing Office:	Department of Health – MD WIC Program
Procurement Officer: e-mail: Office Phone:	Dana Dembrow Office of Procurement and Support Services 201 W. Preston Street, Room 416B Baltimore, MD 21201 mdh.solicitationquestions@maryland.gov 410-767-5190
Contract Officer: e-mail: Office Phone:	Jessica Fields Office of Procurement and Support Services 201 W. Preston Street, 4th Floor Baltimore, MD 21201 jessica.fields1@maryland.gov 410-767-5190
Proposals are to be sent to:	Maryland Department of Health Office of Procurement and Support Services 201 W. Preston Street, Room 416 Baltimore, MD 21201 Attention: Jessica Fields
Pre-Proposal Conference:	Monday January 14, 2019 10:00 AM- 12:00 PM (Local Time) 201 W. Preston Street, Conference Room L-2 Baltimore, Maryland 21201 See Attachment A for directions and instructions.
Questions Due Date and Time	No later than February 10, 2019
Proposal Due (Closing) Date and Time:	February 15, 2019 at 2:00 p.m. Local Time
MBE Subcontracting Goal:	0%
VSBE Subcontracting Goal:	0%
Contract Type:	Cost contract as defined in COMAR 21.06.03.03A(1).

Contract Duration:	Five Year Contract with no Option Years
Primary Place of Performance:	Baltimore City WIC Clinics
SBR Designation:	No
Federal Funding:	Yes

TABLE OF CONTENTS - RFP

1	Minimum Qualifications	1
1.1	Offeror Minimum Qualifications.....	1
2	Contractor Requirements: Scope of Work	2
2.1	Summary Statement.....	2
2.2	Background and Purpose	2
2.3	Responsibilities and Tasks.....	2
3	Contractor Requirements: General	10
3.1	Contract Initiation Requirements.....	10
3.2	End of Contract Transition	10
3.3	Invoicing.....	11
3.4	Liquidated Damages	13
3.5	Disaster Recovery and Data	13
3.6	Insurance Requirements	14
3.7	Security Requirements.....	15
3.8	Problem Escalation Procedure.....	20
3.9	SOC 2 Type 2 Audit Report	20
3.10	Experience and Personnel.....	20
3.11	Substitution of Personnel.....	21
3.12	Minority Business Enterprise (MBE) Reports.....	24
3.13	Veteran Small Business Enterprise (VSBE) Reports	24
3.14	Work Orders	25
3.15	No-Cost Extensions	25
4	Procurement Instructions	26
4.1	Pre-Proposal Conference	26
4.2	eMaryland Marketplace (eMM)	26
4.3	Questions	26
4.4	Procurement Method	27
4.5	Proposal Due (Closing) Date and Time.....	27
4.6	Multiple or Alternate Proposals.....	27
4.7	Economy of Preparation	27
4.8	Public Information Act Notice	27
4.9	Award Basis.....	28

4.10 Oral Presentation 28

4.11 Duration of Proposal..... 28

4.12 Revisions to the RFP 28

4.13 Cancellations 28

4.14 Incurred Expenses 29

4.15 Protest/Disputes 29

4.16 Offeror Responsibilities..... 29

4.17 Acceptance of Terms and Conditions..... 29

4.18 Proposal Affidavit 30

4.19 Contract Affidavit..... 30

4.20 Compliance with Laws/Arrearages 30

4.21 Verification of Registration and Tax Payment 30

4.22 False Statements 30

4.23 Payments by Electronic Funds Transfer 31

4.24 Prompt Payment Policy 31

4.25 Electronic Procurements Authorized 31

4.26 MBE Participation Goal 32

4.27 VSBE Goal 33

4.28 Living Wage Requirements 33

4.29 Federal Funding Acknowledgement..... 34

4.30 Conflict of Interest Affidavit and Disclosure 34

4.31 Non-Disclosure Agreement 35

4.32 HIPAA - Business Associate Agreement 35

4.33 Nonvisual Access 35

4.34 Mercury and Products That Contain Mercury 35

4.35 Location of the Performance of Services Disclosure 35

4.36 Department of Human Services (DHS) Hiring Agreement..... 35

4.37 Small Business Reserve (SBR) Procurement 35

5 Proposal Format 36

5.1 Submission 36

5.2 Proposal Delivery and Packaging 36

5.3 Technical Proposal 37

5.4 Financial Proposal 43

6 Evaluation and Selection Process..... 45

6.1 Evaluation Committee 45

6.2 Technical Proposal Evaluation Criteria 45

6.3 Financial Proposal Evaluation Criteria 46

6.4 Reciprocal Preference 46

6.5 Selection Procedures 47

6.6 Documents Required upon Notice of Recommendation for Contract Award 47

7 RFP ATTACHMENTS AND APPENDICES 48

Attachment A. Pre-Proposal Conference Response Form 52

Attachment B. Financial Proposal Instructions & Form 53

Attachment C. Proposal Affidavit 54

Attachment D. Minority Business Enterprise (MBE) Forms 55

Attachment E. Veteran-Owned Small Business Enterprise (VSBE) Forms 56

Attachment F. Maryland Living Wage Affidavit of Agreement for Service Contracts 57

Attachment G. Federal Funds Attachments 59

Attachment H. Conflict of Interest Affidavit and Disclosure 60

Attachment I. Non-Disclosure Agreement (Contractor) 61

Attachment J. HIPAA Business Associate Agreement 62

Attachment K. Mercury Affidavit 63

Attachment L. Location of the Performance of Services Disclosure 64

Attachment M. Contract 65

Attachment N. Contract Affidavit 82

Attachment O. DHS Hiring Agreement 83

Attachment P. USDA Assurances 84

Appendix 1. – Abbreviations and Definitions 87

Appendix 2. – Offeror Information Sheet 90

Appendix 3. – Baltimore City Zip Codes 91

91

Appendix 4. – Clinic Prototype Plans 92

Appendix 5. – Local Agency Budget Package Instructions..... 95

Appendix 6. – Baltimore City WIC Clinics 114

Appendix 7. – Sample Budget Package..... 116

1 Minimum Qualifications

1.1 Offeror Minimum Qualifications

To be considered reasonably susceptible of being selected for award, the Offeror must document in its Proposal that, within the last seven (7) years, the following Minimum Qualifications have been met:

- 1.1.1 The Offeror shall be a Non-Profit Organization. As evidence that an Offeror has satisfied this requirement, it shall provide a copy of an Internal Revenue Service (IRS) tax exempt letter stating that the Offeror is a Non-Profit Organization.

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2 Contractor Requirements: Scope of Work

2.1 Summary Statement

- 2.1.1** The Maryland Department of Health WIC program is issuing this Request for Proposals (RFP) for the purpose of administering the Women, Infants, and Children (WIC) Program in targeted areas of Baltimore City. The services include enrolling applicants in the WIC Program, providing supplemental foods through the WIC Food Instrument system, making nutrition education services available, and providing referrals to health care and other social service agencies as needed. These services and benefits will be provided to pregnant, postpartum, and breastfeeding women, infants, and children under five years of age who are determined eligible.
- 2.1.2** COMAR 10.54.02.18 provides that funding of this Contract is subject to the availability of federal funds. The State of Maryland WIC Program Local Agency Policies and Procedures (<https://phpa.health.maryland.gov/wic/Pages/wic-links.aspx>) establishes the Department will provide the maximum reimbursement amounts for each of the applicable fiscal year.
- 2.1.3** It is the State's intention to obtain services, as specified in this RFP, from a Contract between the selected Offeror and the State.
- 2.1.4** The Maryland Department of Health intends to make a single award as a result of this RFP. See RFP Section 4.9 Award Basis for more Contract award information.
- 2.1.5** An Offeror, either directly or through its subcontractor(s), must be able to provide all goods and 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.

2.2 Background and Purpose

The State is issuing this solicitation for the purpose of administering the Women, Infants, and Children (WIC) Program in targeted areas of Baltimore City according to the Local Agency Procedure Manual and applicable regulations (see **Section 2.3.1**). The services include enrolling applicants in the WIC Program, providing supplemental foods through the WIC Food Instrument system, making nutrition education services available, and providing referrals to health care and other social service agencies as needed. These services and benefits will be provided to pregnant, postpartum, and breastfeeding women, infants, and children under five years of age who are determined eligible.

2.3 Responsibilities and Tasks

The Contractor shall:

2.3.1 General Requirements

- 2.3.1.1 Perform the duties of a Local WIC Agency in accordance with the following regulations, policies, and procedures (Documents 1 through 7 are available on the internet. All documents are available for review at the State WIC Office located at 201 West Preston Street, Baltimore, MD 21201):

- 2.3.1.1. 7 CFR 246; [Federal Regulations 7 CFR](#)
- 2.3.1.2. 2 CFR 200; [Federal Regulations 2 CFR](#)
- 2.3.1.3. COMAR 10.54.01; [Maryland COMAR](#)
- 2.3.1.4. COMAR 10.54.02;
- 2.3.1.5. COMAR 10.54.03;
- 2.3.1.6. U.S. Department of Agriculture, Food and Nutrition Services (FNS) guidelines;
- 2.3.1.7. Local Agency Policy and Procedures Manual [MD WIC Policies & Procedures](#)
- 2.3.1.8. Any revisions to the above-cited documents; and
- 2.3.1.9. Any additional State regulations promulgated by the WIC Program

2.3.1.2 Ensure not to discriminate against persons on the grounds of race, color, national origin, sex, or handicap.

2.3.1.3 Compile data, maintain records, and submit reports as required to permit effective enforcement of the nondiscrimination laws and regulations.

2.3.1.4 Abide by the Department of Agriculture assurances as set out in **Attachment P**.

2.3.2 Location, Design, and Size of Clinics

2.3.2.1 Have three WIC clinic sites approved in its final work plan fully staffed and operational by the Go-Live Date. The Contractor shall thereafter maintain these approved WIC clinic sites for the entire Contract duration, except for any site changes that are approved in writing by the WIC Contract Monitor.

2.3.2.2 Maintain alternate sites that will be used to continue providing WIC Program services when a clinic is closed due to an emergency as approved in its final work plan for the entire Contract duration, except for any site changes that are approved in writing by the WIC Contract Monitor.

2.3.2.3 Ensure that the WIC clinic sites, administrative office(s), and alternative sites will be accessible by public transportation and to individuals with disabilities.

2.3.2.4 Agree to expand WIC services, as determined by the State WIC Office, by opening additional WIC clinics.

2.3.2.5 Ensure that each clinic site has adequate areas of space for each function as defined in WIC Clinic Prototype Plans (**Appendix 4**), i.e., the certification process and Food Instrument distribution process.

2.3.2.6 Ensure that each clinic site and administrative office has internet access for each work station and a printer in the proposed clinic sites and administrative office to accommodate the WIC on the Web (WOW) information system.

2.3.2.7 Ensure that each clinic site not exceed a maximum number of 10,000 participants served per month.

2.3.3 Participant Eligibility Determination

2.3.3.1 Determine eligibility of applicants for the WIC Program according to the policies and procedures prescribed in COMAR 10.54.01, COMAR 10.54.02, 7 CFR Part 246, Baltimore City WIC Clinics (**Appendix 6**), and the State of Maryland WIC Program Local Agency Procedure Manual.

2.3.4 Nutrition Education Services

2.3.4.1 Make nutrition education services available to the participants in the areas listed in Baltimore City WIC Clinics (**Appendix 6**) according to the policies and procedures

prescribed in COMAR 10.54.01, COMAR 10.54.02, 7 CFR Part 246, and the State of Maryland WIC Program Manual.

2.3.5 Food Delivery System

- 2.3.5.1 Implement and operate a food delivery system according to policies and procedures prescribed in COMAR 10.54.01, COMAR 10.54.02, 7 CFR Part 246, 2 CFR 200, Baltimore City WIC Clinics (**Appendix 6**), and the State of Maryland WIC Program Local Agency Procedure Manual.

2.3.6 Financial Management System

- 2.3.6.1 Maintain a complete, documented, accurate, and current accounting of all WIC Program funds received and expended according to the policies and procedures prescribed in COMAR 10.54.01, COMAR 10.54.02, 7 CFR Part 246, and the State of Maryland WIC Program Local Agency Procedure Manual.

2.3.7 Internal Monitoring System

- 2.3.7.1 Establish an internal monitoring system as specified in the Local Agency Procedure Manual to review its operation and that of its subcontractors and associated clinics.

2.3.8 Outreach

- 2.3.8.1 Implement outreach and follow-up activities as required by the WIC Program policies and procedures contained in the Local Agency Procedure Manual.
- 2.3.8.2 Implement initiatives to identify and reach potentially eligible persons regarding the availability of the WIC services.
- 2.3.8.3 Provide WIC Program information about the eligibility requirement and benefits to its participants to other social service programs, community health organizations, and private health care providers serving potentially eligible applicants who reside within Baltimore City.

2.3.9 Equipment

- 2.3.9.1 Provide the State WIC Agency, within 60 days after the Go-Live Date of the Contract, an inventory of facility furnishings/office furnishings with a purchase price of over \$50.00 each, and software, regardless of purchase price, purchased with funds made available under this Contract or provided by the State WIC Agency in order to deliver services under this Contract. This inventory shall be supported by documentation of the purchase price. The inventory shall be updated as purchases and disposals are made and within five Business Days before the Contractor's completion or termination of this Contract. The State WIC Agency shall have the right to inspect and reclaim all or part of such equipment upon expiration of the Contract.
- 2.3.9.2 Be responsible and accountable for all WIC Program property provided under this Contract, including any property that may be in the possession or control of any subcontractor. The Contractor shall establish a system to control, protect, preserve, maintain, and account for all WIC Program property under the Contract according to the policies and procedures in the Local Agency Procedure Manual. This system is subject to review from time to time on behalf of the WIC Contract Monitor, who will require any corrections or improvements considered necessary to protect the WIC Program's interest.

- 2.3.9.3 Ensure that records and the premises where any WIC Program property is located are accessible to authorized representatives of the WIC Contract Monitor at all reasonable times. (See Attachment M, Section 25).
- 2.3.9.4 Notify the WIC Contract Monitor immediately in writing if any WIC Program property is lost, damaged, or stolen. Any loss that may be due to theft shall also be reported immediately to the local police. The Contractor shall be responsible for replacing the lost, stolen, or damaged property.
- 2.3.9.5 Be responsible for WIC Program property upon its delivery into the Contractor's custody.
- 2.3.9.6 Promptly inspect and check all property furnished by the State WIC Agency. At the time of receipt, any visible, audible, or other external evidence of damage should be noted on the waybill with the signature of the carrier's agent. As soon as possible, the Contractor must send the WIC Contract Monitor a full report of damage, including its extent, its apparent cause, and the estimated cost of repairs. The WIC Contract Monitor will advise the Contractor of action to be taken. For damage, defect, or error in delivery of WIC Program property purchased by the Contractor, the Contractor is responsible for taking all corrective action.
- 2.3.9.7 Identify all WIC Program property and keep it on record, separate and distinct from all other property in its possession according to the Local Agency Procedure Manual. Neither WIC Program property, nor any part of WIC Program property shall be or become a fixture, or lose its identity as WIC Program property by incorporation in annexation to property not owned by the WIC Program, unless such annexation is specifically authorized by the WIC Contract Monitor.
- 2.3.9.8 Use WIC Program property only for the performance of this Contract.
- 2.3.9.9 Maintain WIC Program property in as good condition as when received except for reasonable wear, tear, and depreciation.

2.3.10 Provision of Services

- 2.3.10.1 Propose and provide the rationale for a staff-to-participant ratio that is adequate to serve the assigned caseload with a focus on customer service. The staff-to-participant ratio shall not exceed 1:550. Key Personnel may be included in the staffing ratio.
- 2.3.10.2 Schedule sufficient days and hours for each WIC clinic site to be open in order to provide timely WIC certification, food instrument distribution, or other activities, including a combination of morning, afternoon, and evening hours and a minimum of two Saturdays per month to achieve and maintain assigned caseload.
- 2.3.10.3 Provide a telephone system to accommodate the volume of applicant and participant inquiries. The telephone system shall be operated continuously for a minimum of 8½ hours Monday through Friday excluding State Holidays by staff who are fluent in English and Spanish or with a translation service.
- 2.3.10.4 Provide for a functional floor plan for all sites that will be used to provide WIC services.

2.3.11 Leases

- 2.3.11.1 Ensure that all leases for WIC clinics and administrative space are signed after the Contract is awarded. Leases must contain language that states that:

- 2.3.11.1.1 The tenant is leasing the space to provide WIC services funded by a Contract awarded by the State of Maryland;
 - 2.3.11.1.2 If the tenant's Contract is terminated or the tenant is not awarded a subsequent Contract by the State of Maryland, the landlord shall allow the space to be leased to the private or public non-profit health care agency that is awarded a contract by the State of Maryland to continue providing WIC services in the area;
 - 2.3.11.1.3 If renovation costs are incurred, the lease will be extended until WIC has received full benefit from the cost of the construction or renovations; or if the landlord cancels the lease or the tenant is forced to vacate the space during the lease then the tenant will be refunded the dollar amount representing the portion of the renovation cost for which the contract has not yet received full benefit; and
 - 2.3.11.1.4 The WIC Program is a federally-funded program receiving its funds from the United States Department of Agriculture (USDA). If USDA fails to appropriate funds or if funds are not otherwise made available to the State of Maryland to administer a WIC Program, the tenant can terminate the lease within the agreed terms of the lease. The State will not assume any on-going lease or other contractual arrangements that may have obligated the Contractor.
- 2.3.11.2 It is suggested that the Contractor negotiate leases for a period that aligns with the Contract resulting from this solicitation with an option for an additional five-year renewal, if agreed to by the lessor, that can be invoked by either the tenant or a successor contractor.
- 2.3.11.3 Submit to the Contract Monitor for review and guidance by the State WIC Office any lease in excess of five years or that has an expiration date after the end date of the Contract with the State to administer a WIC Program.
- 2.3.11.4 Space that is not specifically leased as WIC clinic space and/or owned and/or operated by a WIC service provider is not subject to the above conditions.

2.3.12 Conditions of Award

- 2.3.12.1 The Contractor who is awarded a Contract as a result of this RFP shall agree to the conditions in the USDA Assurances (**Attachment P**).

2.3.13 Staffing

- 2.3.13.1 Employ personnel to perform the following job functions:
 - 2.3.13.1.1 Competent Professional Authority (CPA, see **Appendix 1** for definition) to:
 - 2.3.13.1.1.1 Be on-site at each of the WIC clinic sites during the individual clinic's hours of operation to determine nutrition risk, prescribe supplemental foods, and perform/supervise the certification process, including the measuring of heights and weights, hematological testing, and provision of nutrition education.

- 2.3.13.1.1.2 Collaborate with the State WIC Agency to provide or coordinate orientation and initial training, as established by the State WIC Agency, to staff who are not licensed or do not meet the federal regulatory definition of a CPA, but have been hired to determine nutritional risk and prescribe supplemental foods under the supervision of a CPA. Such training shall be completed according to policies and procedures prescribed in the State of Maryland WIC Program Local Agency Procedure Manual.
- 2.3.13.1.2 A Registered Dietitian (RD) who maintains current registration status by the Commission on Dietetic Registration (CDR) and licensure by the Maryland State Board of Dietetic Practice, or who is eligible and will be registered by the CDR within six months from the date of hire to work at least .50 full time equivalent (FTE) to prepare and implement the annual nutrition education plan and ensure that counseling is provided to the appropriate high-risk participants.
- 2.3.13.1.3 A Breastfeeding Promotion Coordinator (BPR) to provide breastfeeding education, promotion, and support in the local agency according to the Maryland WIC Program Local Agency Procedures. This person would also be responsible for preparing and implementing the annual breastfeeding plan and ensuring that breastfeeding counseling is provided to the appropriate high-risk participants. Preferably, this individual should be a licensed or certified health care professional (dietitian, nurse, lactation consultant) who maintains current license/certification status by the respective organization (i.e. Commission on Dietetic Registration for RD, or International Board of Lactation Consultant Examiners for IBLCE).
- 2.3.13.1.4 One full time Local Agency Coordinator, preferably with a CPA status, to ensure that the WIC Program services are provided consistent with the USDA guidelines and regulations, in accordance with the WIC Program Local Agency Procedure Manual and the terms of the Contract (**Attachment M**).
- 2.3.13.2 Other Personnel
- 2.3.13.2.1 The Contractor shall employ staff who do not meet the federal definition of a Competent Professional Authority, but who, following successful completion of a training program, receive the designation as Competent Paraprofessional Authorities (CPPA) to determine nutritional risk, prescribe supplemental foods, make referrals, and provide simple, practical, and accurate nutrition education and breastfeeding messages to WIC participants according to policies and procedures prescribed in the State of Maryland WIC Program Local Agency Procedure Manual.
- 2.3.13.3 Orientation/Training for Staff:
- 2.3.13.3.1 Collaborate with the Contract Monitor to coordinate orientation and ongoing in-service training, including Civil Rights Training and the State of Maryland Customer Service Training available for its staff in accordance with the requirements established by the State WIC Agency.

- 2.3.13.3.2 Maintain a record of the content and schedule of training activities for staff.
- 2.3.13.3.3 Schedule staff to attend training sessions and other required meetings offered by the State WIC Agency. These include, but are not limited to, the Local Agency Coordinators Meetings (monthly), Nutritionists' Meetings (quarterly), Breastfeeding Promotion Coordinators' Meetings (quarterly), and other required training specified in the State of Maryland WIC Program Local Agency Procedure Manual.

2.3.14 Reports

- 2.3.14.1 Maintain full and complete records concerning WIC Program operations according to the policies and procedures described in the State of Maryland WIC Program Local Agency Procedure Manual.
- 2.3.14.2 Retain all records for a minimum of 3 years following the date of submission of the final expenditure report for the period to which the report pertains, or until an audit is completed or resolved or any pending litigation is resolved, or in accordance with the document retention provisions set forth in **Attachment M**, whichever is latest and most stringent.
- 2.3.14.3 Ensure that participants' records are available for review, audit, or copying during normal business hours for:
 - 2.3.14.3.1 Representatives of the Comptroller General of the United States, U.S. Department of Agriculture's Office of the Inspector General, FNS of the U.S. Department of Agriculture; and
 - 2.3.14.3.2 State authorized personnel.
- 2.3.14.4 Allow both State and federal officials to monitor performance in administering established policies and procedures.
- 2.3.14.5 Comply with the confidentiality requirements of this RFP and Contract (**Attachment M**), as well as the Federal WIC Regulations 7 CFR 246.
- 2.3.14.6 Submit, no later than 30 days after the Go-Live Date, a line item budget for the period of July 1, 2019 to June 30, 2020 as specified in the WIC Local Agency Budget Package Instructions (**Appendix 5**) and annually thereafter in accordance with the State of Maryland WIC Program Local Agency Procedure Manual.
- 2.3.14.7 Receive payment for budgeted items only as specified in the WIC Local Agency Budget Package Instructions (**Appendix 5**) or for additional items with prior approval of the Contract Monitor. All funds not used by the Contractor will revert to the State WIC Agency.
- 2.3.14.8 Adhere to all instructions and due dates listed in the WIC Local Agency Budget Package Instructions (**Appendix 5**). Compliance will be assessed based on the Program Local Agency Procedure Manual.
- 2.3.14.9 This Contract may be modified, subject to required State approvals, to increase or decrease the caseload assignment of participants to a number mutually agreed upon between the WIC State Agency and the Contractor based on actual participation. Funding for any such increase in participation caseload will be adjusted in accordance with the Local Agency Procedures. If caseload is decreased, funding will be decreased accordingly for the remaining months in the budget period.

2.3.14.10 Beginning six months after the Go-Live Date, the Contractor must meet 97% of the assigned caseload. If the number of persons participating is less than 97%, the State WIC Office may decrease the caseload and appropriate funding as outlined in the previous paragraph.

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3 Contractor Requirements: General

3.1 Contract Initiation Requirements

- 3.1.1 Contractor shall schedule and hold a kickoff meeting within 10 Business Days of NTP Date.
- 3.1.2 Contractor shall submit to the Contract Monitor for approval, within three Business Days after the Notice to Proceed date, a final work plan that confirms that the dates and specific actions described in the Contractor's proposal (either initially or as revised after discussion) will happen as projected.

3.2 End of Contract Transition

- 3.2.1 The Contractor shall provide transition assistance as requested by the State to facilitate the orderly transfer of services to the State or a follow-on contractor, for a period up to 90 days prior to Contract end date, or the termination thereof. Such transition efforts shall consist, not by way of limitation, of:
 - 3.2.1.1 Provide additional services and support as requested to successfully complete the transition;
 - 3.2.1.2 Maintain the services called for by the Contract at the required level of proficiency;
 - 3.2.1.3 Provide current operating procedures (as appropriate).
- 3.2.2 The Contractor shall work toward a prompt and timely transition, proceeding in accordance with the directions of the Contract Monitor. The Contract Monitor may provide the Contractor with additional instructions to meet specific transition requirements prior to the end of the Contract.
- 3.2.3 The Contractor shall ensure that all necessary knowledge and materials for the tasks completed are transferred to the custody of State personnel or a third party, as directed by the Contractor Monitor.
- 3.2.4 The Contractor shall provide to the Contract Monitor a draft Transition-Out Plan 120 days prior to the end of the contract a plan and timeline that will transition between Contractors with minimal interruptions to the participants. The Transition-Out Plan shall address at a minimum the following areas:
 - 3.2.4.1 Any staffing concerns/issues related to the closeout of the Contract;
 - 3.2.4.2 Communications and reporting process between the Contractor, the Department, and the Contract Monitor;
 - 3.2.4.3 Knowledge transfer, to include:
 - 3.2.4.3.1 A working knowledge of the current system environments as well as the general business practices of the Department;
 - 3.2.4.3.2 Review with the Department the procedures and practices to support the business process and current system environments; and
 - 3.2.4.3.3 Working knowledge of all technical and functional matters associated with the Solution and the various utilities and corollary software products used in support and operation of the Solution.
 - 3.2.4.4 Plans to complete tasks and any unfinished work items (including open change requests, and known bug/issues); and
 - 3.2.4.5 Any risk factors with the timing and the Transition-Out schedule and transition process. The Contractor shall document any risk factors and suggested solutions.

- 3.2.5** The Contractor shall work toward a prompt and timely transition, proceeding in accordance with the directions of the Contract Monitor. The Contract Monitor may provide the Contractor with additional instructions to meet specific transition requirements prior to the end of the Contract
- 3.2.6** The Contractor shall conduct an inventory of all furniture and equipment purchased with WIC funds in its possession or in the possession of a subcontractor within 30 days before the Contractor's completion or termination of this Contract in the presence of a State Agency Office representative and submit to the WIC Contract Monitor three copies of the inventory.
- 3.2.7** The Contractor shall return all furniture and equipment purchased with WIC funds to the State WIC Program or to a location designated by the State WIC Program at the Contractor's expense within 30 days after the expiration or termination of the Contract.
- 3.2.8** If a space is leased by WIC, the Contractor shall provide leasing information for the new Contractor.

3.3 Invoicing

3.3.1 General

- 3.3.3.1 The Contractor shall e-mail the original of each invoice and signed authorization to invoice to the Contract Monitor and Sharon Gibbs at e-mail address: Sharon.Gibbs@maryland.gov.
- 3.3.3.2 The Department shall reimburse the Contractor for all allowable program costs up to the Contract amount for services actually rendered. Any unallowable program costs will be billed to the Contractor and WIC funds may not be used to repay the disallowed expenditures.
- 3.3.3.3 All invoices for services shall be verified by the Contractor as accurate at the time of submission.
- 3.3.3.4 An invoice not satisfying the requirements of a Proper Invoice (as defined at COMAR 21.06.09.01 and .02) cannot be processed for payment. To be considered a Proper Invoice, invoices must include the following information, without error:
1. Contractor name and address;
 2. Remittance address;
 3. Federal taxpayer identification number (or if sole proprietorship, the individual's social security number);
 4. Invoice period (i.e. time period during which services covered by invoice were performed);
 5. Invoice date;
 6. Invoice number;
 7. State assigned Contract number;
 8. State assigned (Blanket) Purchase Order number(s);
 9. Goods or services provided (including expenditure report and backup documentation for expenditures in the form of invoices, expense reports, salary runs, etc);
 10. Amount due; and
 11. Any additional documentation required by regulation or the Contract.

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

- 3.3.1.5 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 otherwise breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract.
- 3.3.1.6 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 21.10.04.
- 3.3.1.7 The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The Contractor; however, is not exempt from such sales and use taxes and may be liable for the same.
- 3.3.1.8 Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the Contract. In no event may any invoice be submitted later than 60 calendar days from the Contract termination date.

3.3.2 Invoice Submission Schedule

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

- 3.3.2.1 All invoices and backup documentation for services shall be signed by the Contractor and submitted to the Contract Monitor no later than the end of the month following the quarter or month in which services were provided.
 - 3.3.2.1.1 The Contractor shall bill the Department quarterly or monthly for a reimbursement of expenditures as reflected on an expenditure report accompanying each invoice.
- 3.3.2.2 The Department shall pay the Contractor for allowable WIC Program expenditures (per 7 CFR Parts 3015 and 3016, CFR 200, and the Local Agency Policies and Procedures upon the receipt of an invoice and the submission the expenditure reports. The backup documentation must match exactly to the expenditure report. The invoice and expenditure reports must be submitted as specified in the Local Agency Budget Instructions (**Appendix 5**) and are subject to the approval of the State WIC Agency prior to payment.

3.3.3 For the purposes of the Contract an amount will not be deemed due and payable if:

- A. The amount invoiced is inconsistent with the Contract;
- B. The proper invoice has not been received by the party or office specified in the Contract;
- C. The invoice or performance is in dispute or the Contractor has failed to otherwise comply with the provisions of the Contract;
- D. The item or services have not been accepted;
- E. The quantity of items delivered is less than the quantity ordered;
- F. The items or services do not meet the quality requirements of the Contract;
- G. If the Contract provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule;

- H. If the Contract provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have not been met; or
- I. The Contractor has not submitted satisfactory documentation or other evidence reasonably required by the Procurement Officer or by the Contract concerning performance under the Contract and compliance with its provisions.

3.4 Liquidated Damages

3.4.1 MBE Liquidated Damages

Inapplicable because there is no MBE goal for this RFP.

3.4.2 Liquidated Damages other than MBE

THIS SECTION IS INAPPLICABLE TO THIS RFP.

3.5 Disaster Recovery and Data

The following requirements apply to the Contract:

3.5.1 Redundancy, Data Backup and Disaster Recovery

- A. Unless specified otherwise in the RFP, Contractor shall maintain or cause to be maintained disaster avoidance procedures designed to safeguard State data and other confidential information, Contractor's processing capability and the availability of hosted services, in each case throughout the Contract term. Any force majeure provisions of the Contract do not limit the Contractor's obligations under this provision.
- B. The Contractor shall have robust contingency and disaster recovery (DR) plans in place to ensure that the services provided under the Contract will be maintained in the event of disruption to the Contractor/subcontractor's operations (including, but not limited to, disruption to information technology systems), however caused.
 - 1) The Contractor shall furnish a DR site.
- C. The contingency and DR plans must be designed to ensure that services under the Contract are restored after a disruption within forty-eight (48) hours (not counting weekends or holidays) in order to avoid unacceptable consequences due to the unavailability of services.
- D. The Contractor shall test the contingency/DR plans at least twice annually to identify any changes that need to be made to the plan(s) to ensure a minimum interruption of service. Coordination shall be made with the State to ensure limited system downtime when testing is conducted. At least one (1) annual test shall include backup media restoration and failover/fallback operations at the DR location. The Contractor shall send the Contract Monitor a notice of completion following completion of DR testing.
- E. Such contingency and DR plans shall be available for the Department to inspect and practically test at any reasonable time, and subject to regular updating, revising, and testing throughout the term of the Contract.

3.5.2 Data Export/Import

- A. The Contractor shall, at no additional cost or charge to the State, in an industry standard/non-proprietary format:
 - 1) perform a full or partial import/export of State data within 24 hours of a request; or

- 2) provide to the State the ability to import/export data at will and provide the State with any access and instructions which are needed for the State to import or export data.

B. Any import or export shall be in a secure format per the Security Requirements.

3.5.3 Data Ownership and Access

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

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

3.6 Insurance Requirements

The Contractor shall maintain, at a minimum, the insurance coverages outlined below, or any minimum requirements established by law if higher, for the duration of the Contract, including option periods, if exercised:

3.6.1 The following type(s) of insurance and minimum amount(s) of coverage are required:

- A. Commercial General Liability Insurance - of \$1,000,000 combined single limit per occurrence and \$2,000,000 annual aggregate. The minimum limits required herein may be satisfied through any combination of primary and umbrella/excess liability policies.
- B. Errors and Omissions/Professional Liability - \$5,000,000 per combined single limit claim and \$5,000,000 annual aggregate.
- C. Crime Insurance/Employee Theft Insurance - to cover employee theft with a minimum single loss limit of \$1,000,000 per loss, and a minimum single loss retention not to exceed \$10,000. The State of Maryland the Department should be added as a "loan payee."
- D. Worker's Compensation – The Contractor shall maintain such insurance as necessary or as required under Workers' Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act, to not be less than one

million dollars (\$1,000,000) per occurrence (unless a state's law requires a greater amount of coverage). Coverage must be valid in all states where work is performed.

- E. Automobile or Commercial Truck Insurance - The Contract shall maintain Automobile or Commercial Truck Insurance (including owned, leased, hired, and non-owned vehicles) 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.
- 3.6.2** The State shall be listed as an additional insured on the faces of the certificates associated with the coverages listed above, including umbrella policies, excluding Workers' Compensation Insurance and professional liability.
- 3.6.3** All insurance policies shall be endorsed to include a clause requiring the insurance carrier provide the Procurement Officer, by certified mail, not less than 30 days' advance notice of any non-renewal, cancellation, or expiration. The Contractor shall notify the Procurement Officer in writing, if policies are cancelled or not renewed within five (5) days of learning of such cancellation or nonrenewal. The Contractor shall provide evidence of replacement insurance coverage to the Procurement Officer at least 15 days prior to the expiration of the insurance policy then in effect.
- 3.6.4** Any insurance furnished as a condition of the Contract shall be issued by a company authorized to do business in the State.
- 3.6.5** The recommended awardee must provide current certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this section within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts, the Contractor shall provide certificates of insurance annually, or as otherwise directed by the Contract Monitor.
- 3.6.6** Subcontractor Insurance

The Contractor shall require any subcontractors to obtain and maintain comparable levels of coverage and shall provide the Contract Monitor with the same documentation as is required of the Contractor.

3.7 Security Requirements

The following requirements are applicable to the Contract:

- 3.7.1** Employee Identification
 - 3.7.1.1 Contractor Personnel shall display his or her company ID badge in a visible location at all times while on State premises. Upon request of authorized State personnel, each Contractor Personnel shall provide additional photo identification.
 - 3.7.1.2 Contractor Personnel shall cooperate with State site requirements, including but not limited to, being prepared to be escorted at all times and providing information for State badge issuance.
 - 3.7.1.3 Contractor shall remove any Contractor Personnel from working on the Contract where the State determines, in its sole discretion, that Contractor Personnel has not adhered to the Security requirements specified herein.
 - 3.7.1.4 The State reserves the right to request that the Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the Contract.

3.7.2 Security Clearance / Criminal Background Check

- 3.7.2.1 A criminal background check for any Contractor Personnel providing services under the Contract shall be completed prior to each Contractor Personnel providing any services under the Contract.
- 3.7.2.2 The Contractor shall obtain at its own expense a Criminal Justice Information System (CJIS) State and federal criminal background check, including fingerprinting, for all Contractor Personnel. This check may be performed by a public or private entity.
- 3.7.2.3 The Contractor shall provide certification to the Department that the Contractor has completed the required criminal background check described in this RFP for each required Contractor personnel prior to assignment, and that the Contractor Personnel have successfully passed this check.
- 3.7.2.4 Persons with a criminal record may not perform services under the Contract unless prior written approval is obtained from the Contract Monitor. The Contract Monitor reserves the right to reject any individual based upon the results of the background check. Decisions of the Contract Monitor as to acceptability of a candidate are final. The State reserves the right to refuse any individual Contractor Personnel to work on State premises, based upon certain specified criminal convictions, as specified by the State.

3.7.3 On-Site Security Requirement(s)

THIS SECTION IS INAPPLICABLE TO THIS RFP.

3.7.4 Information Technology

The Contractor shall:

- 1) Implement administrative, physical, and technical safeguards to protect State data that are no less rigorous than accepted industry best practices for information security such as those listed below (see **Section 3.7.5**);
- 2) Ensure that all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws as well as the terms and conditions of the Contract; and
- 3) The Contractor, and Contractor Personnel, shall (i) abide by all applicable federal, State and local laws, rules and regulations concerning security of Information Systems and Information Technology and (ii) comply with and adhere to the State IT Security Policy and Standards as each may be amended or revised from time to time. Updated and revised versions of the State IT Policy and Standards are available online at: www.doit.maryland.gov – keyword: Security Policy.

3.7.5 Information Security Requirements

- 3.7.5.1 To ensure appropriate data protection safeguards are in place, the Contractor and any relevant subcontractor(s) shall at a minimum implement and maintain the following information technology controls at all times throughout the life of the Contract. The Contractor and any relevant subcontractor(s) may augment this list with additional information technology controls.

- 3.7.5.1.1 Establish separate production, test, and training environments for systems supporting the services provided under this Contract and ensure that production data is not replicated in the test and/or training environment unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements.
- 3.7.5.1.2 Apply hardware and software hardening procedures as recommended by the manufacturer to reduce the Contractor/subcontractor's systems' surface of vulnerability. The purpose of system hardening procedures is to eliminate as many security risks as possible. These procedures may include but are not limited to removal of unnecessary software, disabling or removing of unnecessary services, removal of unnecessary usernames or logins, and deactivation of unneeded features in the Contractor/subcontractor's system configuration files.
- 3.7.5.1.3 Establish policies and procedures to implement and maintain mechanisms for regular internal vulnerability testing of operating system, application, and network devices supporting the services provided under this Contract. Such testing is intended to identify outdated software versions; missing software patches; and device or software misconfigurations; and validate compliance with or deviations from the Contractor's and/or subcontractor's security policy. The Contractor and any relevant subcontractor(s) shall evaluate all identified vulnerabilities for potential adverse effect on the system's security and/or integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The Department shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this Contract.
- 3.7.5.1.4 Where website hosting or Internet access is the service provided or part of the service provided, the Contractor and any relevant subcontractor(s) shall conduct regular external vulnerability testing. External vulnerability testing is an assessment designed to examine the Contractor's and subcontractor's security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. The Contractor and any relevant subcontractor(s) shall evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the system's security and/or integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The Department shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this Contract.
- 3.7.5.1.5 Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under this Contract, automatically updated, and configured to actively scan and detect threats to the system for remediation.
- 3.7.5.1.6 Enforce strong user authentication and password control measures over the Contractor/subcontractor's systems supporting the services provided under this Contract to minimize the opportunity for unauthorized system access

- through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current State of Maryland Department of Information Technology's Information Security Policy (<http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>), including specific requirements for password length, complexity, history, and account lockout.
- 3.7.5.1.7 Ensure State data under this service is not processed, transferred, or stored outside of the United States.
- 3.7.5.1.8 Ensure that State data is not comingled with the Contractor's and subcontractor's other clients' data through the proper application of data compartmentalization security measures. This includes but is not limited to classifying data elements and controlling access to those elements based on the classification and the user's access or security level.
- 3.7.5.1.9 Apply data encryption to protect State data, especially Sensitive Data, from improper disclosure or alteration. Data encryption should be applied to State data in transit over networks and, where possible, State data at rest within the system, as well as to State data when archived for backup purposes. Encryption algorithms which are utilized for this purpose must comply with current Federal Information Processing Standards (FIPS), "Security Requirements for Cryptographic Modules", FIPS PUB 140-2: <http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf>
- 3.7.5.1.10 Enable appropriate logging parameters on systems supporting services provided under this Contract to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers as well as information security standards including the current State of Maryland Department of Information Security Policy: <http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>
- 3.7.5.1.11 Retain the aforementioned logs and review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and perform remediation, if required. The Department shall have the right to inspect these policies and procedures and the Contractor or subcontractor's performance to confirm the effectiveness of these measures for the services being provided under this Contract.
- 3.7.5.1.12 Ensure system and network environments are separated by properly configured and updated firewalls to preserve the protection and isolation of Sensitive Data from unauthorized access as well as the separation of production and non-production environments.
- 3.7.5.1.13 Restrict network connections between trusted and untrusted networks by physically and/or logically isolating systems supporting the services being provided under the Contract from unsolicited and unauthenticated network traffic.

- 3.7.5.1.14 Review at regular intervals the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.
- 3.7.5.1.15 Ensure that the Contractor's and any subcontractor's personnel shall not connect any of their own equipment to a State LAN/WAN without prior written approval by the State. The Contractor/subcontractor shall complete any necessary paperwork as directed and coordinated with the Contract Monitor to obtain approval by the State to connect Contractor/subcontractor-owned equipment to a State LAN/WAN.

3.7.6 Security Incident Response

- A. The Contractor shall notify the Department in accordance with **Section 3.7.6A-D** when any Contractor system that may access, process, or store State data or State systems experiences a Security Incident or a Data Breach as follows:
 - 1) notify the Department within twenty-four (24) hours of the discovery of a Security Incident by providing notice via written or electronic correspondence to the Contract Monitor, Department chief information officer and Department chief information security officer;
 - 2) notify the Department within two (2) hours if there is a threat to Contractor's Solution as it pertains to the use, disclosure, and security of State data; and
 - 3) provide written notice to the Department within one (1) Business Day after Contractor's discovery of unauthorized use or disclosure of State data and thereafter all information the State (or Department) requests concerning such unauthorized use or disclosure.
- B. Contractor's notice shall identify:
 - 1) the nature of the unauthorized use or disclosure;
 - 2) the State data used or disclosed,
 - 3) who made the unauthorized use or received the unauthorized disclosure;
 - 4) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
 - 5) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
 - 6) The Contractor shall provide such other information, including a written report, as reasonably requested by the State.
- C. The Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing Security Incidents with the State should be handled on an urgent as-needed basis, as part of Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the Contract.
- D. The Contractor shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of State data or other event requiring notification, and, where notification is required, assume responsibility for informing all such

individuals in accordance with applicable law and to indemnify and hold harmless the State (or Department) and its officials and employees from and against any claims, damages, and actions related to the event requiring notification.

3.8 Problem Escalation Procedure

- 3.8.1** The Contractor must provide and maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must 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.
- 3.8.2** 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.
- 3.8.3** The Contractor must provide the PEP no later than ten (10) Business Days after notice of recommended award. The PEP, including any revisions thereto, must 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. Names, titles, and contact information for progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;
 - C. For each individual listed in the Contractor's PEP, the maximum amount of time a problem will remain unresolved with that individual before the problem escalates to the next contact person listed in the Contractor's PEP;
 - D. Expedited escalation procedures and any circumstances that would trigger expediting them;
 - E. The method of providing feedback on resolution progress, including the frequency of feedback to be provided to the State;
 - F. Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays) and on an emergency basis; and
 - G. A process for updating and notifying the Contract Monitor of any changes to the PEP.
- 3.8.4** 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.

3.9 SOC 2 Type 2 Audit Report

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

3.10 Experience and Personnel

3.10.1 Preferred Offeror Experience

- 3.10.1.1 The Offeror has previous experience administering the WIC Program.
- 3.10.1.2 The Offeror shall have, within the past five (5) years, at least two (2) years of experience administering multiple health or human service programs such as social service programs, nutrition programs, health care providers or facilities, prevention and wellness programs, or public health and safety programs.

- 3.10.1.3 The Offeror shall have administered the health service programs concurrently at more than three (3) physical locations for at least two (2) years within the past five years.
- 3.10.1.4 As evidence of meeting these requirements, the Offeror shall provide with its proposal a list of all programs and a reference from each program that it has administered to attest to the Offeror's experience in administering the WIC Program, as well as multiple health service programs concurrently at more than three (3) physical locations for at least two (2) years of the past five (5) years.

3.10.2 Personnel Experience

- 3.10.2.1 Refer to requirements in section 2.3.13.

3.10.3 Contractor Personnel Maintain Certifications

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

3.11 Substitution of Personnel

3.11.1 Continuous Performance of Key Personnel

When Key Personnel are identified for the Contract, the following apply:

- A. Key Personnel shall be available to perform Contract requirements as of the NTP Date. Unless explicitly authorized by the Contract Monitor or specified in the Contract, Key Personnel shall be assigned to the State of Maryland as a dedicated resource.
- B. Key Personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Technical Proposal. Key Personnel may not be removed by the Contractor from working under the Contract without the prior written approval of the Contract Monitor.
- C. The provisions of this section apply to Key Personnel identified in any Task Order proposal and agreement, if issued, and any Work Order Request and Work Order, if issued.

3.11.2 Definitions

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

- A. **Extraordinary Personal Event** – means any of: leave under the Family Medical Leave Act; an Incapacitating injury or Incapacitating illness; or other circumstances that in the sole discretion of the State warrant an extended leave of absence, such as extended jury duty or extended military service that precludes the individual from performing his/her job duties under the Contract.
- A. **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.

3.11.3 Contractor Personnel General Substitution Provisions

The following provisions apply to all of the circumstances of Contractor Personnel substitution described in **Section 3.11.4**.

- A. The Contractor shall demonstrate to the Contract Monitor's satisfaction that the proposed substitute has qualifications at least equal to those of the Contractor Personnel proposed to be replaced.

- 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, signed by the substituting individual and his/her formal supervisor;
 - 3) The official resume of the current personnel for comparison purposes; and
 - 4) Evidence of any required credentials.
- C. The Contract Monitor may request additional information concerning the proposed substitution and 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: (i) the acceptance or denial, or (ii) contingent or temporary approval for a specified time limit, of the requested substitution. The Contract Monitor will not unreasonably withhold approval of a proposed Contractor Personnel replacement.

3.11.4 Replacement Circumstances

A. Directed Personnel Replacement

- 1) The Contract Monitor may direct the Contractor to replace any Contractor Personnel who, in the sole discretion of the Contract Monitor, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, Department policies, or Contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in paragraph **3.11.4.A.2**.
- 2) If deemed appropriate in the discretion of the Contract Monitor, the Contract Monitor may give written notice of any Contractor Personnel performance issues to the Contractor, describing the problem and delineating the remediation requirement(s). The Contractor shall provide a written response to the remediation requirements in a Remediation Plan within ten (10) days of the date of the notice and shall immediately implement the Remediation Plan upon written acceptance by the Contract Monitor. If the Contract Monitor rejects the Remediation Plan, the Contractor shall revise and resubmit the plan to the Contract Monitor within five (5) days, or in the timeframe set forth by the Contract Monitor in writing.
- 3) Should performance issues persist despite an approved Remediation Plan, the Contract Monitor may give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the substitution of Contractor Personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the Contractor Personnel at issue.
- 4) Replacement or substitution of Contractor 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.
- 5) If the Contract Monitor determines to direct substitution under **3.11.4.A.1**, if at all possible, at least fifteen (15) days advance notice shall be given to the Contractor. However, if the Contract Monitor deems it necessary and in the State's best interests to remove the Contractor Personnel with less than fifteen (15) days' notice,

the Contract Monitor may direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.

- 6) In circumstances of directed removal, the Contractor shall, in accordance with paragraph **3.11.4.A.1** of this section, provide a suitable replacement for approval within fifteen (15) days of the notification of the need for removal, or the actual removal, whichever occurs first.

B. Key Personnel Replacement

- 1) To replace any Key Personnel in a circumstance other than as described in **3.11.4.B**, including transfers and promotions, the Contractor shall submit a substitution request as described in **Section 3.11.3** to the Contract Monitor at least fifteen (15) days prior to the intended date of change. A substitution may not occur unless and until the Contract Monitor approves the substitution in writing.
- 2) **Key Personnel Replacement Due to Sudden Vacancy**
 - a) The Contractor shall replace Key Personnel whenever a sudden vacancy occurs (e.g., Extraordinary Personal Event, death, resignation, termination). A termination or resignation with thirty (30) days or more advance notice shall be treated as a replacement under **Section 3.11.4.B.1**.
 - b) Under any of the circumstances set forth in this paragraph B, the Contractor shall identify a suitable replacement and provide the same information and items required under **Section 3.11.3** 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.
- 3) **Key Personnel Replacement Due to an Indeterminate Absence**
 - a) If any Key Personnel has been absent from his/her job for a period of ten (10) days 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 identify a suitable replacement and provide the same information and items to the Contract Monitor as required under **Section 3.11.3**.
 - b) 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 the Contract Monitor may, at his/her sole discretion, authorize the original personnel to continue to work under the Contract, or authorize the replacement personnel to replace the original personnel, notwithstanding the original personnel's ability to return.

3.11.5 Substitution Prior to and Within 30 Days After Contract Execution

Prior to Contract execution or within thirty (30) days after Contract execution, the Offeror may not substitute proposed Key Personnel except under the following circumstances (a) for actual full-time personnel employed directly by the Offeror: the vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an Extraordinary Personal Event, or the death of such personnel; and (b) for any temporary staff, subcontractors or 1099 contractors: the vacancy occurs due to an Incapacitating event or the death of such personnel. To qualify for such substitution, the Offeror must demonstrate to the State's satisfaction the event necessitating substitution. Proposed substitutions shall be of equal caliber or higher, in the State's sole discretion. Proposed substitutes deemed by the State to be less qualified than the originally proposed individual may be grounds for pre-award disqualification or post-award termination.

3.11.6 Personnel Work-Time Preference

3.11.6.1 Staff assigned full time to the Contract should not have other job duties, other than for occasional exigencies. Staff assigned part time to the Contract should not have other job duties that in combination with the assignment to this Contract exceed a full-time equivalency.

3.11.7 Exceptions to the preference in Section 3.11.6.1 must be either approved in writing by the Contract Monitor or be included in the Contractor's final Technical Proposal.

3.12 Minority Business Enterprise (MBE) Reports

If this solicitation includes an MBE Goal (see **Section 4.26**), the Contractor shall:

- A. Submit the following reports by the 10th of each month to the Contract Monitor and the Department's MBE Liaison Officer:
 - 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 an MBE Subcontractor Paid/Unpaid Invoice Report (**Attachment D-5**) by the 10th of each month to the Contract Monitor and the Department's MBE Liaison Officer that identifies the Contract and lists all payments to the MBE subcontractor received from the Contractor in the preceding reporting period month, 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 must indicate the identity of certified minority and non-minority subcontractors employed on the Contract, type of work performed by each, and actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must 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 must 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 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.

3.13 Veteran Small Business Enterprise (VSBE) Reports

If this solicitation includes a VSBE Goal (see **Section 4.27**), the Contractor shall:

- A. Submit the following reports by the 10th of the month following the reporting period to the Contract Monitor and the Department VSBE representative:

- 1) VSBE Participation Prime Contractor Paid/Unpaid VSBE Invoice Report (Attachment E-3) listing any unpaid invoices, over 45 days old, received from any VSBE subcontractor, the amount of each invoice and the reason payment has not been made; and
 - 2) **Attachment E-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.
- B. Include in its agreements with its VSBE subcontractors a requirement that those subcontractors submit monthly by the 10th of the month following the reporting period to the Contract Monitor and Department VSBE representative a report that identifies the prime contract and lists all payments received from Contractor in the preceding reporting period month, as well as any outstanding invoices, and the amount of those invoices (**Attachment E-4**).
- C. Maintain such records as are necessary to confirm compliance with its VSBE participation obligations. These records must indicate the identity of VSBE and non-VSBE subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. The subcontract agreement documenting the work performed by all VSBE participants must 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 VSBE participation obligations. The Contractor must retain all records concerning VSBE participation and make them available for State inspection for three years after final completion of the Contract.
- E. At the option of the Department , upon completion of the Contract and before final payment and release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from VSBE subcontractors.

3.14 Work Orders

THIS SECTION IS INAPPLICABLE TO THIS RFP.

3.15 No-Cost Extensions

In accordance with BPW Advisory 1995-1 item 7.b, in the event there are unspent funds remaining on the Contract, prior to the Contract's expiration date the Procurement Officer may modify the Contract to extend the Contract beyond its expiration date for a period up to, but not exceeding, one-third of the base term of the Contract (e.g., eight-month extension on a two-year contract) for the performance of work within the Contract's scope of work. Notwithstanding anything to the contrary, no funds may be added to the Contract in connection with any such extension.

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4 Procurement Instructions

4.1 Pre-Proposal Conference

- 4.1.1 A pre-Proposal conference (Conference) will be held at the date, time, and location indicated on the Key Information Summary Sheet.
- 4.1.2 Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their Proposals.
- 4.1.3 Following the Conference, the attendance record and summary of the Conference will be distributed via the same mechanism described for amendments and questions (see Section 4.2.1 eMM).
- 4.1.4 Attendees should bring a copy of the solicitation and a business card to help facilitate the sign-in process.
- 4.1.5 In order to assure adequate seating and other accommodations at the Conference, please e-mail the Pre-Proposal Conference Response Form (Attachment A) no later than the time and date indicated on the form. In addition, if there is a need for sign language interpretation or other special accommodations due to a disability, please notify the Procurement Officer at least five (5) Business Days prior to the Conference date. The Department will make a reasonable effort to provide such special accommodation.
- 4.1.6 Seating at the Conference will be limited to two (2) attendees per vendor.

4.2 eMaryland Marketplace (eMM)

- 4.2.1 eMM is the electronic commerce system for the State of Maryland. The RFP, Conference summary and attendance sheet, Offerors' questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be made available via eMM.
- 4.2.2 In order to receive a contract award, a vendor must be registered on eMM. Registration is free. Go to <https://emaryland.buyspeed.com/bsa/login.jsp>, click on "Register" to begin the process, and then follow the prompts.

4.3 Questions

- 4.3.1 All questions, including concerns regarding any applicable MBE or VSBE participation goals, shall identify in the subject line the Solicitation Number and Title (19-18151 - Women, Infants, and Children (WIC) Program Local Agency for Targeted Areas in Baltimore City), and shall be submitted in writing via e-mail to the Procurement Officer 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.

- 4.3.2** Answers to all questions that are not clearly specific only to the requestor will be distributed via the same mechanism as for RFP amendments, and posted on eMM.
- 4.3.3** The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the Department unless it issues an amendment in writing.

4.4 Procurement Method

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

4.5 Proposal Due (Closing) Date and Time

- 4.5.1** Proposals, in the number and form set forth in Section 5 Proposal Format, must be received by the Procurement Officer no later than the Proposal due date and time indicated on the Key Information Summary Sheet in order to be considered.
- 4.5.2** Requests for extension of this date or time shall not be granted.
- 4.5.3** Offerors submitting Proposals should allow sufficient delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.03.02.F and 21.05.02.10, Proposals received after the due date and time listed in the Key Information Summary Sheet will not be considered.
- 4.5.4** The date and time of an e-mail submission is determined by the date and time of arrival in the e-mail address indicated on the Key Information Summary Sheet.
- 4.5.5** Proposals may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set forth in the Key Information Summary Sheet for receipt of Proposals.
- 4.5.6** Proposals may not be submitted by e-mail or facsimile. Proposals will not be opened publicly.
- 4.5.7** Potential Offerors 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).

4.6 Multiple or Alternate Proposals

Multiple or alternate Proposals will not be accepted.

4.7 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.

4.8 Public Information Act Notice

- 4.8.1** The 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., General Provisions Article, Title 4 (See also RFP Section 5.3.2.B “Claim of Confidentiality”). This 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.

- 4.8.2** 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 must be disclosed.

4.9 Award Basis

A Contract shall be awarded to the responsible Offeror(s) submitting the Proposal that has been determined to be the most advantageous to the State, considering the 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 6** for further award information.

4.10 Oral Presentation

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

4.11 Duration of Proposal

Proposals submitted in response to this RFP are irrevocable for the latest of the following: 120 days following the Proposal due date and time, best and final offers if requested (see **Section 6.5.2**), 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.

4.12 Revisions to the RFP

- 4.12.1** If the RFP is revised before the due date for Proposals, the Department shall post any addenda to the RFP on eMM and shall endeavor to provide such addenda to all prospective Offerors that were sent this RFP or are otherwise known by the Procurement Officer to have obtained this RFP. It remains the responsibility of all prospective Offerors to check eMM for any addenda issued prior to the submission of Proposals.
- 4.12.2** 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.
- 4.12.3** Addenda made after the due date for Proposals will be sent only to those Offerors that remain under award consideration as of the issuance date of the addenda.
- 4.12.4** 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.
- 4.12.5** 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, and may cause the Proposal to be deemed not reasonably susceptible of being selected for award.

4.13 Cancellations

- 4.13.1** 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, waive or permit the cure of minor irregularities, and

conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State.

4.13.2 The State reserves the right, in its sole discretion, to award a Contract based upon the written Proposals received without discussions or negotiations.

4.13.3 In the event a government entity proposes and receives the recommendation for award, the procurement may be cancelled and the award processed in accordance with COMAR 21.01.03.01.A(4).

4.14 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, providing a demonstration, or performing any other activities related to submitting a Proposal in response to this solicitation.

4.15 Protest/Disputes

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

4.16 Offeror Responsibilities

4.16.1 Offerors must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Offeror shall be responsible for Contract performance including any subcontractor participation.

4.16.2 All subcontractors shall be identified and a complete description of their role relative to the Proposal shall 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) to this RFP (see Section 4.26 "Minority Participation Goal" and Section 4.27 "VSBE Goal").

4.16.3 If the Offeror is the subsidiary of another entity, all information submitted by the Offeror, including 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, signed by an authorized representative of the parent organization, stating that the parent organization will guarantee the performance of the subsidiary.

4.16.4 A parental guarantee of the performance of the Offeror under this Section will not automatically result in crediting the Offeror with the experience or qualifications of the parent under any evaluation criteria pertaining to the actual 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 applicable to and shared with the Offeror, any stated intent by the parent to be directly involved in the performance of the Contract, and the value of the parent's participation as determined by the State.

4.17 Acceptance of Terms and Conditions

By submitting a Proposal in response to this RFP, the Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP and the Contract, attached hereto as **Attachment M**. Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the

Technical Proposal. **All exceptions will be taken into consideration when evaluating the Offeror's Proposal. The Department reserves the right to accept or reject any exceptions.**

4.18 Proposal Affidavit

A Proposal submitted by the Offeror must be accompanied by a completed Proposal Affidavit. A copy of this Affidavit is included as **Attachment C** of this RFP.

4.19 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 for informational purposes as **Attachment N** of this RFP. This Affidavit must be provided within five (5) Business Days of notification of recommended award. For purposes of completing Section "B" of this Affidavit (Certification of Registration or Qualification with the State Department of Assessments and Taxation), a business entity that is organized outside of the State of Maryland is considered a "foreign" business.

4.20 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 shall not become so in arrears during the term of the Contract if selected for Contract award.

4.21 Verification of Registration and Tax Payment

Before a business entity can do business in the State, it must 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. For registration information, visit <https://www.egov.maryland.gov/businessexpress>.

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

4.22 False Statements

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

4.22.1 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.
- C. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

- 4.22.2** A person may not aid or conspire with another person to commit an act under Section 4.22.1.
- 4.22.3** 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 (5) years or both.

4.23 Payments by Electronic Funds Transfer

By submitting a Proposal in response to this solicitation, the Offeror, if selected for award:

- 4.23.1** 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 \$200,000. The successful Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form.
- 4.23.2** Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller's website at:
http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/Static_Files/GADX10Form20150615.pdf.

4.24 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 Small, Minority & Women Business Affairs (GOSBA) 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 Pay Requirements" (see **Attachment M**), should an MBE goal apply to this RFP. Additional information is available on GOSBA's website at: <http://www.gomdsmallbiz.maryland.gov/documents/legislation/promptpaymentfaqs.pdf>.

4.25 Electronic Procurements Authorized

- 4.25.1** Under COMAR 21.03.05, unless otherwise prohibited by law, the Department may conduct procurement transactions by electronic means, including the solicitation, proposing, award, execution, and administration of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.
- 4.25.2** Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or Contract. In the case of electronic transactions authorized by this RFP, electronic records and signatures by an authorized representative satisfy a requirement for written submission and signatures.
- 4.25.3** "Electronic means" refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://emaryland.buyspeed.com/bsol/>), and electronic data interchange.
- 4.25.4** In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., RFP § 4.23 describing payments by Electronic Funds Transfer), the following

transactions are authorized to be conducted by electronic means on the terms as authorized in COMAR 21.03.05:

- A. The Procurement Officer may conduct the procurement using eMM or e-mail to issue:
 - 1) The RFP;
 - 2) Any amendments and requests for best and final offers;
 - 3) Pre-Proposal conference documents;
 - 4) Questions and responses;
 - 5) Communications regarding the solicitation or Proposal to any Offeror or potential Offeror;
 - 6) Notices of award selection or non-selection; and
 - 7) The Procurement Officer's decision on any Proposal protest or Contract claim.
- B. The Offeror or potential Offeror may use e-mail to:
 - 8) Ask questions regarding the solicitation;
 - 9) 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, but only on the terms specifically approved and directed by the Procurement Officer and;
 - 10) Submit a "No Proposal Response" to the RFP.
- C. The Procurement Officer, the Contract Monitor, and the Contractor may conduct day-to-day Contract administration, except as outlined in **Section 4.25.5** of this subsection, utilizing e-mail or other electronic means if authorized by the Procurement Officer or Contract Monitor.

4.25.5 The following transactions related to this procurement and any Contract awarded pursuant to it are not authorized to be conducted by electronic means:

- A. Submission of initial Proposals;
- B. Filing of protests;
- C. Filing of Contract claims;
- D. Submission of documents determined by the Department to require original signatures (e.g., Contract execution, Contract modifications); or
- E. Any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Offeror be provided in writing or hard copy.

4.25.6 Any e-mail transmission is only authorized to the 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.

4.26 MBE Participation Goal

There is no MBE subcontractor participation goal for this procurement.

4.27 VSBE Goal

There is no VSBE participation goal for this procurement.

4.28 Living Wage Requirements

- A. Maryland law requires that contractors meeting certain conditions pay a living wage to covered employees on State service contracts over \$100,000. Maryland Code Ann., State Finance and Procurement Article, § 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.
- B. 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. 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>.
- C. Additional information regarding the State's living wage requirement is contained in **Attachment F**. Offerors must complete and submit the Maryland Living Wage Requirements Affidavit of Agreement (**Attachment F-1**) with their Proposals. If the Offeror fails to complete and submit the required documentation, the State may determine the Offeror to not be responsible under State law.
- D. 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 a Tier 2 Area of the State. 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.
 - 1) 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. 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, the Contract will be determined to be a Tier 1 Contract.
 - 2) The Contract 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 Offeror must identify in its 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.
 - 3) 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.
 - 4) 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.

- E. 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. See COMAR 21.11.10.07.
- F. The Offeror shall identify in the Proposal the location from which services will be provided.

NOTE: Whereas the Living Wage may change annually, the Contract price will not change because of a Living Wage change.

4.29 Federal Funding Acknowledgement

- 4.29.1** There are programmatic conditions that apply to the Contract due to federal funding (see Attachment G).
- 4.29.2** The total amount of federal funds allocated for the Prevention and Health Promotion Administration is \$109,432,448 in Maryland State fiscal year 2019. This represents 50.86% of all funds budgeted for the unit in that fiscal year. This does not necessarily represent the amount of funding available for any particular grant, contract, or solicitation.
- 4.29.3** The Contract contains federal funds. The source of these federal funds is: United States Department of Agriculture, Food and Nutrition Services. The CFDA number is: 10.557. The conditions that apply to all federal funds awarded by the Department are contained in Federal Funds Attachment G. Any additional conditions that apply to this particular federally-funded contract are contained as supplements to Federal Funds Attachment G and Offerors are to complete and submit these Attachments with their Proposals as instructed in the Attachments. Acceptance of this agreement indicates the Offeror's intent to comply with all conditions, which are part of the Contract.

4.30 Conflict of Interest Affidavit and Disclosure

- 4.30.1** The Offeror shall complete and sign the Conflict of Interest Affidavit and Disclosure (Attachment H) and submit it with its Proposal.
- 4.30.2** By submitting a Conflict of Interest Affidavit and Disclosure, the Contractor shall be construed as certifying all Contractor Personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.
- 4.30.3** Additionally, a Contractor has an ongoing obligation to ensure that all Contractor Personnel are without conflicts of interest prior to providing services under the Contract. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.
- 4.30.4** Participation in Drafting of Specifications: Disqualifying Event: Offerors are advised that Md. Code Ann. State Finance and Procurement Article §13-212.1(a) provides generally that "an individual who assists an executive unit in the drafting of specifications, an invitation for bids, a request for proposals for a procurement, or the selection or award made in response to an invitation for bids or a request for proposals, or a person that employs the individual, may not: (1) submit a bid or proposal for that procurement; or (2) assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement." Any Offeror submitting a

Proposal in violation of this provision shall be classified as “not responsible.” See COMAR 21.05.03.03.

4.31 Non-Disclosure Agreement

4.31.1 Non-Disclosure Agreement (Offeror)

A Non-Disclosure Agreement (Offeror) is not required for this procurement.

4.31.2 Non-Disclosure Agreement (Contractor)

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

4.32 HIPAA - Business Associate Agreement

Based on the determination by the Department that the functions to be performed in accordance with this solicitation constitute Business Associate functions as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the recommended awardee shall execute a Business Associate Agreement as required by HIPAA regulations at 45 C.F.R. §164.500 *et seq.* and set forth in **Attachment J**. This Agreement must 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 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 Offeror with the next highest overall-ranked Proposal.

4.33 Nonvisual Access

This solicitation does not contain Information Technology (IT) provisions requiring Nonvisual Access.

4.34 Mercury and Products That Contain Mercury

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

4.35 Location of the Performance of Services Disclosure

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

4.36 Department of Human Services (DHS) Hiring Agreement

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 DHS Hiring Agreement. A copy of this Agreement is included as **Attachment O**. This Agreement must be provided within five (5) Business Days of notification of recommended award.

4.37 Small Business Reserve (SBR) Procurement

This solicitation is not designated as a Small Business Reserve (SBR) Procurement.

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5 Proposal Format

5.1 Submission

Offerors shall submit

- Technical Proposal

5.2 Proposal Delivery and Packaging

5.2.1 Proposals delivered by facsimile and e-mail shall not be considered.

5.2.2 Offerors may submit Proposals by hand or by mail as described below to the address provided in the Key Information Summary Sheet.

- A. Any Proposal 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. The State recommends a delivery method for which both the date and time of receipt can be verified.
- B. For hand-delivery, Offerors are advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery. Hand-delivery includes delivery by commercial carrier acting as agent for the Offeror.

5.2.3 The Procurement Officer must receive all Proposal material by the RFP due date and time specified in the Key Information Summary Sheet. Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, Proposals received by the Procurement Officer after the due date will not be considered.

5.2.4 Offerors shall provide their Proposal in a labeled package as follows:

- A. Technical Proposal consisting of:
 - 5) One (1) original executed Technical Proposal and all supporting material marked and sealed,
 - 6) four (4) duplicate copies of the above separately marked and sealed,
 - 7) an electronic version of the Technical Proposal in Microsoft Word format, version 2007 or greater,
 - 8) the Technical Proposal in searchable Adobe PDF format, and
 - 9) a second searchable Adobe PDF copy of the Technical Proposal with confidential and proprietary information redacted (see **Section 4.8**).
- B. There is no Financial Proposal for this solicitation.

5.2.5 Affix the following to the outside of each sealed Proposal. Include the name, email address, and telephone number of a contact person for the Offeror on the outside of the packaging. I Include a label bearing:

- RFP title and number,
- Name and address of the Offeror, and
- Closing date and time for receipt of Proposals

- 5.2.6 Label each electronic media (CD, DVD, or flash drive) on the outside with the RFP title and number, name of the Offeror. Electronic media must be packaged with the original copy of the Proposal.

5.3 Technical Proposal

- 5.3.1 In addition to the instructions below, responses in the Offeror's Technical Proposal shall reference the organization and numbering of Sections in the RFP (e.g., "Section 2.2.1 Response . . ."; "Section 2.2.2 Response . . ."). All pages of the Proposal shall be consecutively numbered from beginning (Page 1) to end (Page "x").

- 5.3.2 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:

A. 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.

B. Claim of Confidentiality (If applicable, submit under TAB A-1)

Any information which is claimed to be 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. An explanation for each claim of confidentiality shall be included (see **Section 4.8 "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 and an explanation for each claim shall be included.

C. Offeror Information Sheet and Transmittal Letter (Submit under TAB B)

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

D. 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."

In addition, the Summary shall indicate whether the Offeror is the subsidiary of another entity, and if so, whether all information submitted by the Offeror pertains exclusively to the Offeror. If not, the subsidiary Offeror shall include a guarantee of performance from its parent organization as part of its Executive Summary (see **Section 4.16 "Offeror Responsibilities"**).

The Executive Summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (**Attachment M**), or any other exhibits or attachments. Acceptance or rejection of exceptions is within the sole discretion of the State. **Exceptions to terms and conditions, including requirements, may result in having the Proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.**

E. 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 RFP **Section 1**. If references are required in **RFP Section 1**, those references shall be submitted in this section and shall contain the information described in both **Section 1** and **Section 5.3.2.I**.

F. Offeror Technical Response to RFP Requirements and Proposed Work Plan (Submit under TAB E)

- 1) The Offeror shall address each RFP requirement (**RFP Section 2** and **Section 3**) in its Technical Proposal with a cross reference to the requirement and describe how its proposed goods and services, including the goods and 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 an RFP requirement shall include an explanation of how the work will be performed. The response shall address each requirement in **Section 2** and **Section 3** in order, and shall contain a cross reference to the requirement.
- 2) 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.
- 3) The Offeror shall give a definitive section-by-section description of the proposed plan to meet the requirements of the RFP, i.e., a Work Plan. The Work Plan shall include the specific methodology, techniques, and number of staff, if applicable, to be used by the Offeror in providing the required goods and services as outlined in **RFP Section 2, Contractor Requirements: Scope of Work**. The description shall include an outline of the overall management concepts employed by the Offeror and a project management plan, including project control mechanisms and overall timelines.
- 4) The Offeror shall identify the location(s) from which it proposes to provide 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
- 5) The Offeror shall provide a draft Problem Escalation Procedure (PEP) that includes, at a minimum, titles of individuals to be contacted by the Contract Monitor should problems arise under the Contract and explains 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 **Section 3.8**.
- 6) The Offeror shall submit a sample budget for an estimated annual award of \$1,807,820 for serving approximately 10,900 WIC participants. The Offeror shall use Appendix 5 – Local Agency Budget Package Instructions in preparing the following budget pages: Program Budget (4542A), Schedule of Salary Costs (4542D), and Schedule of Special Payments Payroll Costs (4542E). The Sample Budget Package (Appendix 7) will be used to evaluate the Offeror's understanding of the type of expenditures required to administer a WIC Program.
- 7) The Offeror shall provide a Backup solution/strategy recommendation as part of its Proposal including but not limited to location, layout, participant notification, etc.

G. Experience and Qualifications of Proposed Staff (Submit under TAB F)

The Offeror shall identify the qualifications and types of staff proposed to be utilized under the Contract including information in support of the Personnel Experience criteria in **Section 3.10.2**. Specifically, the Offeror shall:

- 1) Describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities, including any staff of proposed subcontractor(s), as detailed in the Work Plan.
- 2) Include individual resumes for Key Personnel, including Key Personnel for any proposed subcontractor(s), who are to be assigned to the project if the Offeror is awarded the Contract. Each resume should include the amount of experience the individual has had relative to the Scope of Work set forth in this solicitation.
- 3) Include letters of intended commitment to work on the project, including letters from any proposed subcontractor(s). Offerors should be aware of restrictions on substitution of Key Personnel prior to RFP award (see Substitution Prior to and Within 30 Days After Contract Execution in Section 3.11.5).
- 4) 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 must provide a crosswalk reference document.
- 5) If proposing differing personnel work hours than identified in the RFP, describe how and why it proposes differing personnel work hours.

H. Offeror Qualifications and Capabilities (Submit under TAB G)

The Offeror shall include information on past experience with similar projects and services including information in support of the Offeror Experience criteria in **Section 3.10.1**. The Offeror shall describe how its organization can meet the requirements of this RFP and shall also include the following information:

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

I. 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 goods and services specified in this RFP. References used to meet any Minimum Qualifications (see RFP **Section 1**) may be used to meet this request. Each reference shall be from a client for whom the Offeror has provided goods and services within the past five (5) years and shall include the following information:

- 1) Name of client organization;
- 2) Name, title, telephone number, and e-mail address, if available, of point of contact for client organization; and

- 3) Value, type, duration, and description of goods and services provided.

The Department reserves the right to request additional references or utilize references not provided by the Offeror. Points of contact must be accessible and knowledgeable regarding Offeror performance.

J. 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 goods and services or for which services have been completed within the last five (5) years. For each identified contract, the Offeror is to provide:

- 1) The State contracting entity;
- 2) A brief description of the goods and services provided;
- 3) The dollar value of the contract;
- 4) The term of the contract;
- 5) The State employee contact person (name, title, telephone number, and, if possible, e-mail address); and
- 6) 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.

K. Financial Capability (Submit under TAB J)

The Offeror must 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:

- 1) Dun & Bradstreet Rating;
- 2) Standard and Poor's Rating;
- 3) Lines of credit;
- 4) Evidence of a successful financial track record; and
- 5) Evidence of adequate working capital.

L. 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 3.6**. See **Section 3.6** for the required insurance certificate submission for the apparent awardee.

M. 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 VSBE subcontracting goal(s), 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. 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.

N. Legal Action Summary (Submit under TAB M)

This summary shall include:

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

O. Economic Benefit Factors (Submit under TAB N)

- 1) 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 the Contract. Proposals will be evaluated to assess the benefit to Maryland's economy specifically offered.
- 2) 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.
- 3) 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.
- 4) 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.
- 5) In responding to this section, the following do not generally constitute economic benefits to be derived from the 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 the Contract; or
 - c) tax revenues from Maryland-based employees or locations, other than those that will be performing, or used to perform, work under the Contract.
- 6) 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 the Contract.

- 7) 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; and whether Maryland employees working at least 30 hours per week and are employed at least 120 days during a 12-month period will receive paid leave. If no new positions or subcontracts are anticipated as a result of the 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.

P. Availability of Health Services

The Offeror shall indicate which of the following descriptions best identifies their agency and the health services they are able to provide. If none of the descriptions best identifies the Offeror's agency, please respond "None of the descriptions best identifies the Offeror's agency."

- 1) First consideration shall be given to a public or private nonprofit health agency that will provide ongoing, routine pediatric and obstetric care and administrative services.
- 2) Second consideration shall be given to a public or private nonprofit health or human service agency that will enter into a written agreement with another agency for either ongoing, routine pediatric and obstetric care or administrative services.
- 3) Third consideration shall be given to a public or private nonprofit health agency that will enter into a written agreement with private physicians licensed by the State in order to provide ongoing, routine pediatric and obstetric care to a specific category of participants (women, infants, or children).
- 4) Fourth consideration shall be given to a public or private nonprofit human services agency that will enter into a written agreement with private physicians licensed by the State to provide ongoing, routine pediatric and obstetric care.

- 5) Fifth consideration shall be given to a public or private nonprofit health or human services agency that will provide ongoing, routine pediatric and obstetric care through referral to a health care provider.

Q. Technical Proposal - Required Forms and Certifications (Submit under TAB O)

- 1) All forms required for the Technical Proposal are identified in Table 1 of **Section 7** – RFP Attachments and Appendices. Unless directed otherwise by instructions within an individual form, complete, sign, and include all required forms in the Technical Proposal, under TAB O.
- 2) Offerors shall furnish any and all agreements and terms and conditions the Offeror expects the State to sign or to be subject to in connection with or in order to use the Offeror’s services under this Contract. This includes physical copies of all agreements referenced and incorporated in primary documents, including but not limited to any software licensing agreement for any software proposed to be licensed to the State under this Contract (e.g., EULA, Enterprise License Agreements, Professional Service agreement, Master Agreement) and any AUP. The State does not agree to terms and conditions not provided in an Offeror’s Technical Proposal and no action of the State, including but not limited to the use of any such software, shall be deemed to constitute acceptance of any such terms and conditions. Failure to comply with this section renders any such agreement unenforceable against the State.
- 3) For each service, hardware or software proposed as furnished by a third-party entity, Offeror must identify the third-party provider and provide a letter of authorization or such other documentation demonstrating the authorization for such services. In the case of an open source license, authorization for the open source shall demonstrate compliance with the open source license.
- 4) A Letter of Authorization shall be on letterhead or through the provider’s e-mail. Further, each Letter of Authorization shall be less than twelve (12) months old and must provide the following information:
 - i) Third-party POC name and alternate for verification
 - ii) Third-party POC mailing address
 - iii) Third-party POC telephone number
 - iv) Third-party POC email address
 - v) If available, a Re-Seller Identifier

5.4 Financial Proposal

There is no Financial Proposal required for this RFP, and Financial Criteria are not part of the evaluation of Proposals.

The Contractor will be reimbursed for services from the Maryland WIC Program dependent on availability of funding in accordance with USDA regulations. The payment will therefore be the same regardless of which Offeror is selected for award, and the award recommendation will be based solely upon the Offeror’s overall technical ranking. The State WIC Agency will fund the Contractor an estimated total, not-to-exceed, \$10,965,000 for the period of five years based on the assigned caseload to be served and the base funding in accordance with the Local Agency Policies and Procedures and subject to the availability of federal funds. This funding is based on an initial caseload of 10,900 participants and the WIC funding amounts presently in effect as specified above. Additional funding may be available during the Contract period from the USDA for special initiative projects such as but

not limited to Breastfeeding Promotion, Breastfeeding Peer Counselors, and obesity prevention programs.

Within 30 days following the start date of the Contract, the Contractor must submit a final budget package utilizing the amount shown in the letter of grant award. The award amount is made in accordance with the Local Agency Policy and Procedures Manual.

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6 Evaluation and Selection Process

6.1 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.

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

6.2 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.

6.2.1 Offeror's Technical Response to Requirements and Work Plan (See RFP § 5.3.2.F)

The State prefers the Offeror's Technical Proposal to illustrate a comprehensive understanding of work requirements and mastery of the subject matter, including an explanation of how the work will be performed. Proposals which include limited responses to work requirements such as "concur" or "will comply" will receive a lower ranking than those Proposals that demonstrate an understanding of the work requirements and include plans to meet or exceed them.

6.2.1.1 What is the Offeror's relative availability of health services in accordance with Federal Regulations 7 CFR §246.5(3)(d)?

6.2.1.1.1 First consideration shall be given to a public or a private nonprofit health agency that will provide ongoing, routine pediatric and obstetric care and administrative services.

6.2.1.1.2 Second consideration shall be given to a public or private nonprofit health or human service agency that will enter into a written agreement with another agency for either ongoing, routine pediatric and obstetric care or administrative services.

6.2.1.1.3 Third consideration shall be given to a public or private nonprofit health agency that will enter into a written agreement with private physicians licensed by the State in order to provide ongoing, routine pediatric and obstetric care to a specific category of participants (women, infants, or children).

6.2.1.1.4 Fourth consideration shall be given to a public or private nonprofit human services agency that will enter into a written agreement with private physicians licensed by the State to provide ongoing, routine pediatric and obstetric care.

6.2.1.1.5 Fifth consideration shall be given to a public or private nonprofit health or human services agency that will provide ongoing, routine pediatric and obstetric care through referral to a health care provider.

- 6.2.2** Offeror Qualifications and Capabilities, including proposed subcontractors (See RFP § 5.3.2.H)
- 6.2.2.1 To what extent has the organization demonstrated a commitment to providing quality services?
 - 6.2.2.2 Are the proposed clinics, alternate clinic sites and administrative office(s) appropriately sized to accommodate staff, applicants, and participants?
 - 6.2.2.3 Are the proposed clinics and alternate clinic sites accessible to applicants and participants by public transportation and located in areas of potentially WIC-eligible population?
 - 6.2.2.4 Are the proposed clinics, alternate clinic sites and administrative office(s) appropriately sized for the required equipment that will be used to provide WIC Program service?
- 6.2.3** Offeror's Technical Response to RFP Requirements and Work Plan (See RFP § 5.3.2.F)
- 6.2.3.1 Is there a project management plan that includes initial and on-going staff training, and monitoring of staff to determine compliance to the requirements in the RFP? How sound is the plan?
- 6.2.4** Experience and Qualifications of Proposed Staff (See RFP § 5.3.2.G)
- 6.2.4.1 How well are the named individuals properly matched to the job functions as described in the Scope of Work with respect to their past work experience and credentials?
- 6.2.5** Economic Benefit to State of Maryland (See RFP § 5.3.2.O)

6.3 Financial Proposal Evaluation Criteria

There is no Financial Proposal required for this RFP, and no Financial Criteria are part of the evaluation of Proposals. See RFP Section 5.4.

6.4 Reciprocal Preference

- 6.4.1** 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. COMAR 21.05.01.04 permits procuring agencies to apply a reciprocal preference under the following conditions:
- A. The Maryland resident business is a responsible Offeror;
 - B. The most advantageous Proposal is from a responsible Offeror whose principal office, or principal base of operations is in another state;
 - C. The other state gives a preference to its resident businesses through law, policy, or practice; and
 - D. The preference does not conflict with a federal law or grant affecting the procurement Contract.

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

6.5 Selection Procedures

6.5.1 General

- A. The Contract will be awarded in accordance with the Competitive Sealed Proposals (CSP) method found at COMAR 21.05.03. The CSP 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.
- B. With or without discussions, the State may determine the Offeror to be not responsible or the 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.

6.5.2 Selection Process Sequence

- A. 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 VSBE Utilization Affidavit and subcontractor Participation Schedule (**Attachment E-1**) is included and is properly completed, if there is a VSBE goal.
- B. 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.
- C. 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.

6.5.3 Award Determination

Upon completion of the Technical 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.

6.6 Documents Required upon Notice of Recommendation for Contract Award

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

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7 RFP ATTACHMENTS AND APPENDICES

Instructions Page

A Proposal submitted by the Offeror must be accompanied by the completed forms and/or affidavits identified as “with Proposal” in the “When to Submit” column in Table 1 below. All forms and affidavits applicable to this RFP, including any applicable instructions and/or terms, are identified in the “Applies” and “Label” columns in Table 1.

For documents required as part of the Proposal:

1. For e-mail submissions, submit one (1) copy of each with signatures.
2. For paper submissions, submit two (2) copies of each with original signatures. All signatures must be clearly visible.

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete certain forms and affidavits after notification of recommended award. The list of forms and affidavits that must be provided is described in Table 1 below in the “When to Submit” column.

For documents required after award, submit three (3) copies of each document within the appropriate number of days after notification of recommended award, as listed in Table 1 below in the “When to Submit” column.

Table 1: RFP ATTACHMENTS AND APPENDICES

Applies?	When to Submit	Label	Attachment Name
Y	Before Proposal	A	Pre-Proposal Conference Response Form
N	With Proposal	B	Financial Proposal Instructions and Form
Y	With Proposal	C	Bid/Proposal Affidavit (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf)
N	With Proposal	D	MBE Forms D-1A (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf) IMPORTANT: If this RFP contains different Functional Areas or Service Categories. A separate Attachment D-1A is to be submitted for each Functional Area or Service Category where there is a MBE goal.

Applies?	When to Submit	Label	Attachment Name
N	10 Business Days after recommended award	D	<p>MBE Forms D-1B, D-1C,D-2, D-3A, D-3B (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf)</p> <p>Important: Attachment D-1C, if a waiver has been requested, is also required within 10 days of recommended award.</p>
N	As directed in forms	D	<p>MBE Forms D-4A, D-4B, D-5 (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf)</p>
N	With Proposal	E	<p>Veteran-Owned Small Business Enterprise (VSBE) Form E-1A (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf)</p> <p>IMPORTANT: If this RFP contains different Functional Areas or Service Categories. A separate Attachment E-1A is to be submitted for each Functional Area or Service Category where there is a VSBE goal.</p>
N	5 Business Days after recommended award	E	<p>VSBE Forms E-1B, E-2, E-3 (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf)</p> <p>Important: Attachment E-1B, if a waiver has been requested, is also required within 10 days of recommended award.</p>
Y	With Proposal	F	<p>Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf)</p>
Y	With Proposal	G	<p>Federal Funds Attachments (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentG-FederalFundsAttachment.pdf)</p>
Y	With Proposal	H	<p>Conflict of Interest Affidavit and Disclosure (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf)</p>

Applies?	When to Submit	Label	Attachment Name
Y	5 Business Days after recommended award – However, suggested with Proposal	I	Non-Disclosure Agreement (Contractor) (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf)
Y	5 Business Days after recommended award – However, suggested with Proposal	J	HIPAA Business Associate Agreement (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-J-HIPAABusinessAssociateAgreement.pdf)
N	With Proposal	K	Mercury Affidavit (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-K-MercuryAffidavit.pdf)
Y	With Proposal	L	Location of the Performance of Services Disclosure (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-L-PerformanceofServicesDisclosure.pdf)
Y	5 Business Days after recommended award	M	Sample Contract (included in this RFP)
Y	5 Business Days after recommended award	N	Contract Affidavit (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-N-ContractAffidavit.pdf)
Y	5 Business Days after recommended award	O	DHS Hiring Agreement (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-O-DHSHiringAgreement.pdf)
Y	7 Business Days after Notice to Proceed	P	USDA Assurances (included in this RFP)
Appendices			
Applies?	When to Submit	Label	Attachment Name
Y	n/a	1	Abbreviations and Definitions (included in this RFP)
Y	With Proposal	2	Offeror Information Sheet (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_OfferorInformationSheet.pdf)

Applies?	When to Submit	Label	Attachment Name
Y	N/A	3	Baltimore City Zip Codes
Y	N/A	4	WIC Clinic Prototype Plans
Y	N/A	5	Local Agency Budget Package Instructions
Y	N/A	6	Baltimore City WIC Clinics
Y	With Proposal	7	Budget Package
Additional Submissions			
Applies?	When to Submit	Label	Document Name
Y	5 Business Days after recommended award		Evidence of meeting insurance requirements (see Section 3.6); 1 copy
Y	10 Business Days after recommended award		PEP; 1 copy

Attachment A. Pre-Proposal Conference Response Form

Solicitation Number 19-18151

Women, Infants, and Children (WIC) Program Local Agency for Targeted Areas in Baltimore City
A Pre-Proposal conference will be held on <<preProposalDate>>, at <<preProposalLocation>>.
Please return this form by <<preProposalFormDue>>, advising whether or not your firm plans to attend.
The completed form should be returned via e-mail or fax to the Procurement Officer at the contact
information below:

Dana Dembrow
MDH
E-mail: <<procurementOfficerEmail>>
Fax #: <<procurementOfficerFax>>

Please indicate:

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

Please specify whether any reasonable accommodations are requested (see RFP § 4.1 “Pre-Proposal conference”):

Offeror: _____
Offeror Name (please print or type)

By: _____
Signature/Seal

Printed Name: _____
Printed Name

Title: _____
Title

Date: _____
Date

Directions to the Pre-Proposal Conference

<<preProposalDirections>>

Attachment B. Financial Proposal Instructions & Form

No Financial Proposal is required for this solicitation.

Attachment C. Proposal Affidavit

See link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf

Attachment D. Minority Business Enterprise (MBE) Forms

This solicitation does not include a Minority Business Enterprise (MBE) subcontractor participation goal.

Attachment E. Veteran-Owned Small Business Enterprise (VSBE) Forms

This solicitation does not include a Veteran-Owned Small Business Enterprise goal.

Attachment F. Maryland Living Wage Affidavit of Agreement for Service Contracts

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf> to complete the Affidavit.

- 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/prev/livingwage.shtml> and clicking on Living Wage for State Service Contracts.

Attachment G. Federal Funds Attachments

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentG-FederalFundsAttachment.pdf>

Attachment H. Conflict of Interest Affidavit and Disclosure

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentH-ConflictofInterestAffidavit.pdf>

Attachment I. Non-Disclosure Agreement (Contractor)

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf>

Attachment J. HIPAA Business Associate Agreement

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-J-HIPAABusinessAssociateAgreement.pdf>

Attachment K. Mercury Affidavit

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

Attachment L. Location of the Performance of Services Disclosure

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-L-PerformanceofServicesDisclosure.pdf>

Attachment M. Contract

Maryland Department of Health (MDH)

Women, Infants, and Children (WIC) Program Local Agency for Targeted Areas in Baltimore City
19-18151

THIS CONTRACT (the “Contract”) is made this ___ day of _____, 20___ by and between _____ (the “Contractor”) and the STATE OF MARYLAND, acting through the MARYLAND Maryland Department of Health (“MDH” or the “Department”).

In consideration of the promises and the covenants herein contained, the adequacy and sufficiency of which are hereby acknowledged by the parties, 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 “Contractor” means the entity first named above whose principal business address is (Contractor’s primary address) and whose principal office in Maryland is (Contractor’s local address), whose Federal Employer Identification Number or Social Security Number is (Contractor’s FEIN), and whose eMaryland Marketplace vendor ID number is (eMM Number).
- 1.3 “Financial Proposal” means the Contractor’s Financial Proposal dated _____ (Financial Proposal date), as modified by any Best and Final Offer thereto.
- 1.4 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.
- 1.5 “RFP” means the Request for Proposals for Women, Infants, and Children (WIC) Program Local Agency for Targeted Areas in Baltimore City, Solicitation # 19-18151, and any amendments, addenda, and attachments thereto issued in writing by the State.
- 1.6 “State” means the State of Maryland.
- 1.7 “Technical Proposal” means the Contractor’s Technical Proposal dated. _____ (Technical Proposal date), as modified and supplemented by the Contractor’s responses to requests clarifications and requests for cure, and by any Best and Final Offer.
- 1.8 “Veteran-owned Small Business Enterprise” (VSBE) means A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
- 1.9 Capitalized terms not defined herein shall be ascribed the meaning given to them in the RFP.

2. Scope of Contract

- 2.1 The Contractor shall perform in accordance with this Contract and Exhibits A-D, which are listed below and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall control. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – The RFP

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

Exhibit C – The Technical Proposal

Exhibit D – The Financial Proposal

- 2.2 The Procurement Officer may, at any time, by written order, make unilateral changes in the work within the general scope of the Contract. 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 Without limiting the rights of the Procurement Officer under 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 prior approvals, including approval by the Board of Public Works, if such approval is required (the "Effective Date") and shall continue until _____ ("Initial Term").
- 3.2
- 3.2. The Contractor's performance under the Contract shall commence as of the date provided in a written NTP.
- 3.3 The Contractor's obligation to pay invoices to subcontractors providing products/services in connection with this Contract, as well as the audit; confidentiality; document retention; patents, copyrights & intellectual property; warranty; indemnification obligations; and limitations of liability under this Contract; and any other obligations specifically identified, 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. Unless properly modified (see above Section 2), payment to the Contractor pursuant to this Contract, including the Initial Term and any Renewal Term, shall not exceed the Contracted amount.
- 4.2 Unless a payment is unauthorized, deferred, delayed, or set-off under COMAR 21.02.07, payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the Department's receipt of a proper invoice from the Contractor as required by RFP section 3.3.

The Contractor may be eligible to receive late payment interest at the rate of 9% per annum if:

- (1) The Contractor submits an invoice for the late payment interest within thirty days after the date of the State's payment of the amount on which the interest accrued; and

- (2) A contract claim has not been filed under State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland.

The State is not liable for interest:

- (1) Accruing more than one year after the 31st day after the agency receives the proper invoice; or
- (2) On any amount representing unpaid interest. Charges for late payment of invoices are authorized only as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable.

Final payment under this Contract will not be made until after certification is received from the Comptroller of the State that all taxes have been paid.

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.

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 (as defined in **Section 7.2**), 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.

5.5 Upon termination or expiration of the Contract, the Contractor, at its own expense, shall deliver any equipment, software or other property provided by the State to the place designated by the Procurement Officer.

6. Exclusive Use

6.1 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.

6.2 Except as may otherwise be set forth in this Contract, Contractor shall not use, sell, sub-lease, assign, give, or otherwise transfer to any third party any other information or material provided to Contractor by the Department or developed by Contractor relating to the Contract, except as provided for in **Section 8. Confidential or Proprietary Information and Documentation**.

7. Patents, Copyrights, and Intellectual Property

7.1. All copyrights, patents, trademarks, trade secrets, and any other intellectual property rights existing prior to the Effective Date of this Contract shall belong to the party that owned such rights immediately prior to the Effective Date (“Pre-Existing Intellectual Property”). If any design, device, material, process, or other item provided by Contractor is covered by a patent 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 pursuant to its rights granted under the Contract.

7.2 Except for (1) information created or otherwise owned by the Department or licensed by the Department from third parties, including all information provided by the Department to Contractor; (2) materials created by Contractor or its subcontractor(s) specifically for the State under the Contract (“Deliverables”), except for any Contractor Pre-Existing Intellectual Property included therein; and (3) the license rights granted to the State, all right, title, and interest in the intellectual property embodied in the solution, including the know-how and methods by which the solution is provided and the processes that make up the solution, will belong solely and exclusively to Contractor and its licensors, and the Department will have no rights to the same except as expressly granted in this Contract. Any SaaS Software developed by Contractor during the performance of the Contract will belong solely and exclusively to Contractor and its licensors. For all Software provided by the Contractor under the Contract, Contractor hereby grants to the State a nonexclusive, irrevocable, unlimited, perpetual, non-cancelable, and non-terminable right to use and make copies of the Software and any modifications to the Software. For all Contractor Pre-Existing Intellectual Property embedded in any Deliverables, Contractor grants to the State a license to use such Contractor Pre-Existing Intellectual Property in connection with its permitted use of such Deliverable. During the period between delivery of a Deliverable by Contractor and the date of payment therefor by the State in accordance with this Contract (including throughout the duration of any payment dispute discussions), subject to the terms and conditions contained herein, Contractor grants the State a royalty-free, non-exclusive, limited license to use such Deliverable and to use any Contractor Materials contained therein in accordance with this Contract.

7.3. Subject to the terms of **Section 10**, Contractor shall defend, indemnify and hold harmless the State and its agents and employees, from and against any and all claims, costs, losses, damages, liabilities, judgments and expenses (including without limitation reasonable attorneys’ fees) arising out of or in connection with any third party claim that the Contractor-provided products/services infringe, misappropriate or otherwise violate any third party intellectual property rights. Contractor shall not

- enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent.
- 7.4 Without limiting Contractor's obligations under Section 5.3, if an infringement claim occurs, or if the State or the Contractor believes such a claim is likely to occur, Contractor (after consultation with the State and at no cost to the State): (a) shall procure for the State the right to continue using the allegedly infringing component or service in accordance with its rights under this Contract; or (b) replace or modify the allegedly infringing component or service so that it becomes non-infringing and remains compliant with all applicable specifications.
- 7.5 Except as otherwise provided herein, Contractor shall not acquire any right, title or interest (including any intellectual property rights subsisting therein) in or to any goods, Software, technical information, specifications, drawings, records, documentation, data or any other materials (including any derivative works thereof) provided by the State to the Contractor. Notwithstanding anything to the contrary herein, the State may, in its sole and absolute discretion, grant the Contractor a license to such materials, subject to the terms of a separate writing executed by the Contractor and an authorized representative of the State as well as all required State approvals.
- 7.6 Without limiting the generality of the foregoing, neither Contractor nor any of its subcontractors shall use any Software or technology in a manner that will cause any patents, copyrights or other intellectual property which are owned or controlled by the State or any of its affiliates (or for which the State or any of its subcontractors has received license rights) to become subject to any encumbrance or terms and conditions of any third party or open source license (including, without limitation, any open source license listed on <http://www.opensource.org/licenses/alphabetical>) (each an "Open Source License"). These restrictions, limitations, exclusions and conditions shall apply even if the State or any of its subcontractors becomes aware of or fails to act in a manner to address any violation or failure to comply therewith. No act by the State or any of its subcontractors that is undertaken under this Contract as to any Software or technology shall be construed as intending to cause any patents, copyrights or other intellectual property that are owned or controlled by the State (or for which the State has received license rights) to become subject to any encumbrance or terms and conditions of any open source license.
- 7.7 The Contractor shall report to the Department, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all Deliverables delivered under this Contract.
- 7.8 The Contractor shall not affix (or permit any third party to affix), without the Department's consent, any restrictive markings upon any Deliverables that are owned by the State, and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

8. Confidential or Proprietary Information and Documentation

- 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 and regulations promulgated pursuant thereto, 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 or cloud infrastructure, if applicable) shall be held in confidence by the other party. Each party shall, however, be permitted to disclose, as provided by and consistent with applicable law, relevant confidential information to its officers, agents, and Contractor Personnel to the extent that such disclosure is necessary for the performance of their duties under this Contract. Each officer, agent, and Contractor Personnel to whom any of the State's confidential information is to be disclosed shall be advised by Contractor provided that each officer, agent, and

Contractor Personnel to whom any of the State's confidential information is to be disclosed shall be advised by Contractor of the obligations hereunder, and bound by, confidentiality at least as restrictive as those of set forth in this Contract..

- 8.2 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 rightfully 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.

9. Loss of Data

- 9.1 In the event of loss of any State data or records where such loss is due to the act or omission of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for restoring or recreating, as applicable, 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. At no time shall any Contractor actions (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms, and applications with which the Contractor is working hereunder.
- 9.2 In accordance with prevailing federal or state law or regulations, the Contractor shall report the loss of non-public data as directed in **RFP Section 3.7**.
- 9.3 Protection of data and personal privacy (as further described and defined in RFP Section 3.8) shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the conditions identified in **RFP Section 3.7**.

10. Indemnification and Notification of Legal Requests

- 10.1. At its sole cost and expense, Contractor shall (i) indemnify and hold the State, its employees and agents harmless from and against any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to attorneys' fees and costs), whether or not involving a third party claim, which arise out of or relate to the Contractor's, or any of its subcontractors', performance of this Contract and (ii) cooperate, assist, and consult with the State in the defense or investigation of any such claim, demand, action or suit. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent.
- 10.2. The State has no obligation: (i) 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 against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations or performance under this Contract, or (ii) to pay any judgment or settlement of any such suit, claim or action. Notwithstanding the foregoing, the Contractor shall promptly notify the Procurement Officer of any such claims, demands, actions, or suits.
- 10.3. Notification of Legal Requests. In the event the Contractor receives a subpoena or other validly issued administrative or judicial process, or any discovery request in connection with any litigation, requesting State Pre-Existing Intellectual Property, of other information considered to be the property of the State, including but not limited to State data stored with or otherwise accessible by the Contractor, the Contractor shall not respond to such subpoena, process or other legal request without first notifying the State, unless prohibited by law from providing such notice. The Contractor shall promptly notify the State of such receipt providing the State with a reasonable

opportunity to intervene in the proceeding before the time that Contractor is required to comply with such subpoena, other process or discovery request. .

11. Non-Hiring of Employees

No official or employee of the State, as defined under Md. Code Ann., General Provisions Article, § 5-101, 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 Prevails

- 13.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.
- 13.2 The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract or any purchase order, task order, or Notice to Proceed issued thereunder, or any software, or any software license acquired hereunder.
- 13.3 Any and all references to the Maryland Code, annotated and 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, sexual orientation, gender identification, marital status, national origin, ancestry, genetic information, or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (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 Contractor to solicit or secure the Contract, and that the Contractor 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 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 Default

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. 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

- 19.1 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 or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.
- 19.2 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.

21. Pre-Existing Regulations

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, 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 Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business 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 30 days of the time when the aggregate value of these 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.

23. Political Contribution Disclosure

The Contractor shall comply with Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31. Additional information is available on the State Board of Elections website: http://www.elections.state.md.us/campaign_finance/index.html

24. Retention of Records

The Contractor and subcontractors shall retain and maintain all records and documents in any way relating to this Contract for (i) three (3) years after final payment by the State hereunder, or (ii) any applicable federal or State retention requirements (such as HIPAA) or condition of award, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, as designated by the Procurement Officer, at all reasonable times. The Contractor shall provide copies of all documents requested by the State, including, but not limited to itemized billing documentation containing the dates, hours spent and work performed by the Contractor and its subcontractors under the Contract. All records related in any way to the Contract are to be retained for the entire time provided under this section.

25. Right to Audit

- 25.1 The State reserves the right, at its sole discretion and at any time, to perform an audit of the Contractor's performance under this Contract. An audit is defined as a planned and documented independent activity performed by qualified personnel, including but not limited to State and federal auditors, to determine by investigation, examination, or evaluation of objective evidence from data,

statements, records, operations and performance practices (financial or otherwise) the Contractor's compliance with the Contract, including but not limited to adequacy and compliance with established procedures and internal controls over the services performed pursuant to the Contract.

- 25.2 Upon three (3) Business Days' notice, the State shall be provided reasonable access to Contractor's records to perform any such audits. The Department may conduct these audits with any or all of its own internal resources or by securing the services of a third party accounting or audit firm, solely at the Department's election. The Department may copy any record related to the services performed pursuant to the Contract. The Contractor agrees to fully cooperate and assist in any audit conducted by or on behalf of the State, including, by way of example only, making records and employees available as, where, and to the extent requested by the State and by assisting the auditors in reconciling any audit variances. Contractor shall not be compensated for providing any such cooperation and assistance.
- 25.3 The right to audit shall include any of the Contractor's subcontractors including but not limited to any lower tier subcontractor(s). The Contractor shall ensure the Department has the right to audit such subcontractor(s).

26. Compliance with Laws

The Contractor hereby represents and warrants that:

- a. 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;
- b. 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;
- c. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- d. 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.

27. Cost and Price Certification

- 27.1 The Contractor, by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of the date of its Proposal.
- 27.2 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 Proposal, was inaccurate, incomplete, or not current.

28. Subcontracting; Assignment

The Contractor may not subcontract any of its obligations 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, each at the State's sole and absolute discretion; provided, however, that a Contractor may assign monies receivable under a contract after written 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.

29. Limitations of Liability

- 29.1 Contractor shall be liable for any loss or damage to the State occasioned by the acts or omissions of Contractor, its subcontractors, agents or employees as follows:
- (a) For infringement of patents, trademarks, trade secrets and copyrights as provided in **Section 5 “Patents, Copyrights, Intellectual Property”** 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, loss, costs, expenses, suits or actions in any way related to this Contract and regardless of the basis on which the claim is made, Contractor’s liability shall be unlimited.
 - (d) In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder. For purposes of this Contract, Contractor agrees that all subcontractors shall be held to be agents of Contractor.
- 29.2 Contractor’s indemnification obligations for Third party claims arising under Section 6 (“Indemnification”) of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor’s indemnification liability for third party claims arising under Section 6 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 6.
- 29.3. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder. For purposes of this Contract, Contractor agrees that it is responsible for performance of the services and compliance with the relevant obligations hereunder by its subcontractors.

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 under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual’s refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability, or otherwise 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.
- 30.3 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 Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 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 Commercial Nondiscrimination Policy as set forth

under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, 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.

- 30.4 The Contractor shall include the language from 30.1, or similar clause approved in writing by the Department, in all subcontracts.

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 to the Contractor;
- (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 **section 31**, 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 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. This verification may include, as appropriate:
 - i. Inspecting any relevant records of the Contractor;
 - ii. Inspecting the jobsite; and
 - iii. Interviewing subcontractors and workers.

Verification shall include a review of:

- i. The Contractor's monthly report listing unpaid invoices over thirty (30) days old from certified MBE subcontractors and the reason for nonpayment; and
 - ii. 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.
- (b) 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.
- (c) 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.
- (d) 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. Living Wage

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 Department may withhold payment of any invoice or retainage. The Department may require certification from the Commissioner on a quarterly basis that such records were properly submitted.

33. Use of Estimated Quantities

Unless specifically indicated otherwise in the State's solicitation or other controlling documents related to the Scope of Work, any sample amounts provided are estimates only and the Department does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.

34. Risk of Loss; Transfer of Title

Risk of loss for conforming supplies, equipment, materials and Deliverables furnished to the State hereunder shall remain with the Contractor until such supplies, equipment, materials and Deliverables are received and accepted by the State, following which, title shall pass to the State.

35. Effect of Contractor Bankruptcy

All rights and licenses granted by the Contractor under this Contract are and shall be deemed to be rights and licenses to "intellectual property," and the subject matter of this Contract, including services, is and shall be deemed to be "embodiments of intellectual property" for purposes of and as such terms are used and interpreted under § 365(n) of the United States Bankruptcy Code ("Code")

(11 U.S.C. § 365(n) (2010)). The State has the right to exercise all rights and elections under the Code and all other applicable bankruptcy, insolvency and similar laws with respect to this Contract (including all executory statement of works). Without limiting the generality of the foregoing, if the Contractor or its estate becomes subject to any bankruptcy or similar proceeding: (a) subject to the State's rights of election, all rights and licenses granted to the State under this Contract shall continue subject to the respective terms and conditions of this Contract; and (b) the State shall be entitled to a complete duplicate of (or complete access to, as appropriate) all such intellectual property and embodiments of intellectual property, and the same, if not already in the State's possession, shall be promptly delivered to the State, unless the Contractor elects to and does in fact continue to perform all of its obligations under this Contract.

36. Miscellaneous

- 36.1 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.
- 36.2 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.
- 36.3 The headings of the sections contained in this Contract are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Contract.
- 36.4 This Contract may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures provided by facsimile or other electronic means, e.g, and not by way of limitation, in Adobe .PDF sent by electronic mail, shall be deemed to be original signatures.

37. Contract Monitor and Procurement Officer

- 37.1 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. The Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor's responsibilities. The Department may change the Contract Monitor at any time by written notice to the Contractor.
- 37.2 The Procurement Officer has responsibilities as detailed in the Contract, and is the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.

38. 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:

Mary Royer
201 West Preston Street, Baltimore, MD 21201
Phone Number: 410-767-5238
E-Mail: mary.royer1@maryland.gov

With a copy to:

Dana Dembrow
Maryland Department of Health (MDH)
201 W. Preston St., Room 416B, Baltimore, MD 21201
Phone Number: 410-767-5190
E-Mail: mdh.solicitationquestions@maryland.gov

If to the Contractor:

(Contractor's Name)
(Contractor's primary address)
Attn: _____

39 Parent Company Guarantee (If applicable)

If a Contractor intends to rely on its Parent Company in some manner while performing on the State Contract, the following clause should be included and completed for the Contractor's Parent Company to guarantee performance of the Contractor. The guarantor/Contractor's Parent Company should be named as a party and signatory to the Contract and should be in good standing with SDAT.

(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, lawsuit or proceeding against (Contractor), (Corporate name of Contractor's Parent Company) may be named as a party, in its capacity as Absolute Guarantor.

40. Compliance with federal Health Insurance Portability and Accountability Act (HIPAA) and State Confidentiality Law

The Contractor agrees to keep information obtained in the course of this Contract confidential in compliance with the HIPAA Business Associate Agreement. The Contractor agrees further to comply with any applicable State and federal confidentiality requirements regarding collection, maintenance, and use of health, personally identifiable, and financial information. This includes, where appropriate, the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. §§ 1320d et seq., and implementing regulations at 45 C.F.R. Parts 160 and 164, and the Maryland Confidentiality of Medical Records Act (MCMRA), Md. Code Ann. Health-General §§ 4-301 et seq. This obligation includes providing training and information to employees regarding confidentiality obligations as to health, personally identifiable, and financial information and securing acknowledgement of these obligations from employees to be involved in the Contract. This obligation further includes restricting use and disclosure of the records, generally providing safeguards against misuse of information, keeping a record of any disclosures of information, providing all necessary procedural and legal protection for any disclosures of information, promptly responding to any requests by the Maryland Department of Health for information about its privacy practices in general or with respect to a particular individual, modifying information as may be required by good professional practice as

authorized by law, and otherwise providing good information management practices regarding all health, personally identifiable, and financial information.

41. Hiring Agreement

- 41.1 The Contractor agrees to execute and comply with the enclosed Maryland Department of Human Services (DHS) Hiring Agreement (Attachment O). The Hiring Agreement is to be executed by the Offeror and delivered to the Procurement Officer within ten (10) Business Days following receipt of notice by the Offeror that it is being recommended for Contract award. The Hiring Agreement will become effective concurrently with the award of the Contract.
- 41.2 The Hiring Agreement provides that the Contractor and DHS will work cooperatively to promote hiring by the Contractor of qualified individuals for job openings resulting from this procurement, in accordance with Md. Code Ann., State Finance and Procurement Article §13-224.

42. 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 MDH Policy 02.06.07.

SIGNATURES ON NEXT PAGE

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

Contractor

State of Maryland
Maryland Department of Health (MDH)

By:

By: <<agencyContractSigner>>,
<<agencyContractSignerTitle>>

Date

PARENT COMPANY (GUARANTOR) (if applicable)

By:

By:

Date

Date

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

Assistant Attorney General

APPROVED BY BPW: _____

(Date)

(BPW Item #)

Attachment N. Contract Affidavit

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-N-ContractAffidavit.pdf>

Attachment O. DHS Hiring Agreement

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-O-DHSHiringAgreement.pdf>

Attachment P. USDA Assurances

The USDA Assurances are to be signed and returned to the Contract Monitor within 7 Business Days of the Notice to Proceed.

USDA ASSURANCES

As part of the Conditions of Grant Award for the Maryland WIC Program, all Local Agencies shall abide by the following USDA assurances:

A. Assurance of Civil Rights Compliance

The Local Agency hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Age Discrimination Act of 1975 (42 U.S.C. 610 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines; and FNS directives and guidelines to effect that no person shall, on the ground of race, color, national origin, age, sex, or handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Local Agency receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By providing this assurance, the Local Agency agrees to compile data, maintain records and submit reports as required to permit effective enforcement of the nondiscrimination laws, and to permit Department personnel during working hours to review such records, books and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture shall have the right to seek judicial enforcement of this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, reimbursable expenditures, grant or donation of Federal property and interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Local Agency by the Department. This includes any Federal agreement, arrangement, or other contract which has as one of its purposes the provision of assistance such as food, cash assistance extended in reliance on the representations and agreements made in this assurance.

This assurance is binding on the Local Agency, its successors, transferees, and assignees as long as it receives assistance from the Department.

B. Equal Employment Opportunity Clause

During the performance of this Agreement insofar as it relates to Local administrative expenses, the Local Agency agrees that:

1. The Local Agency will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, or national origin. The Local Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, or national origin.

Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection from training, including apprenticeship. The Local Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Department setting forth the provisions of this nondiscrimination clause.

2. The Local Agency will, in all solicitations or advertisements for employees placed by or on behalf of the Local Agency, state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, age, handicap, or national origin.

3. The Local Agency will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Department, advising the labor union or workers' representative the Local Agency's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Local Agency will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Local Agency will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with the nondiscrimination clauses of this Agreement or with any such rules, regulations, and orders.

6. In the event of the Local Agency's noncompliance with such rules, regulations, or orders, this agreement as it relates to Local administrative expenses may be cancelled, terminated or suspended in whole or in part and the Local Agency may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September

24, 1965, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.

7. The Local Agency will include the provisions of items (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Local Agency will take such action with respect to any sub-contract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions, for noncompliance provided, however, that in the event the Local Agency becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department. The Local Agency may request the United States to enter into such litigation to protect the interests of the United States.

Under applicable regulations the Equal Employment Opportunity clause is not applicable to any Agency of the State which does not participate in, work on or under this Agreement insofar as it relates to State administrative expenses.

C. Assurance of Drug-Free Workplace

The Local Agency agrees to maintain a drug-free workplace in compliance with Drug-Free Workplace Act of 1988, Public Law 100-690, Title V, Subtitle D, and 7 CFR part 3021.

The recipient of this award acknowledges that the above mentioned assurances shall be followed:

Local Agency	
Name of Authorized Representative	
Signature of Authorized Representative	
Title	
Date	

Appendix 1. – Abbreviations and Definitions

For purposes of this RFP, the following abbreviations or 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 excluding State Holidays (see definition of “Normal State Business Hours” below).
- B. CFR – Code of Federal Regulations <http://www.ecfr.gov>
- C. COMAR – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
- D. Competent Professional Authority (CPA) - As per Federal Regulation 7 CFR §246.2, means an individual on the staff of the local agency authorized to determine nutritional risk and prescribe supplemental foods. The following persons are the only persons the State agency may authorize to serve as a competent professional authority: Physicians, nutritionists (bachelor’s or master’s degree in Nutritional Sciences, Community Nutrition, Clinical Nutrition, Dietetics, Public Health Nutrition or Home Economics with emphasis in Nutrition), dietitians, registered nurses, physician’s assistants (certified by the National Committee on Certification of Physician’s Assistants or certified by the State medical certifying authority).
- E. Contract – The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of **Attachment M**.
- F. Contract Monitor – 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. The Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor’s responsibilities. The Department may change the Contract Monitor at any time by written notice to the Contractor.
- G. Contractor – The selected Offeror that is awarded a Contract by the State.
- H. Contractor Personnel – Employees and agents and subcontractor employees and agents performing work at the direction of the Contractor under the terms of the Contract awarded from this RFP.
- I. eMM – eMaryland Marketplace (see RFP **Section 4.2**).
- J. Food Instrument - A voucher, check, electronic benefits transfer card (EBT), coupon, or other document which is used by a WIC participant to obtain supplemental foods.
- K. Go-Live Date – The date, as specified in the Notice to Proceed, when the Contractor must begin providing all services required by this solicitation.
- L. Information Technology (IT) – All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services.
- M. Key Personnel – All Contractor Personnel identified in the solicitation as such that are essential to the work being performed under the Contract. See RFP **Sections 3.10**.
- N. Local Agency – A public or private nonprofit health or human service agency which provides health services, either directly or through contract, and administers a WIC Program according to the services to be performed in this RFP.
- O. Local Agency Procedure Manual – The Policies and Procedures for implementing the Maryland WIC Program

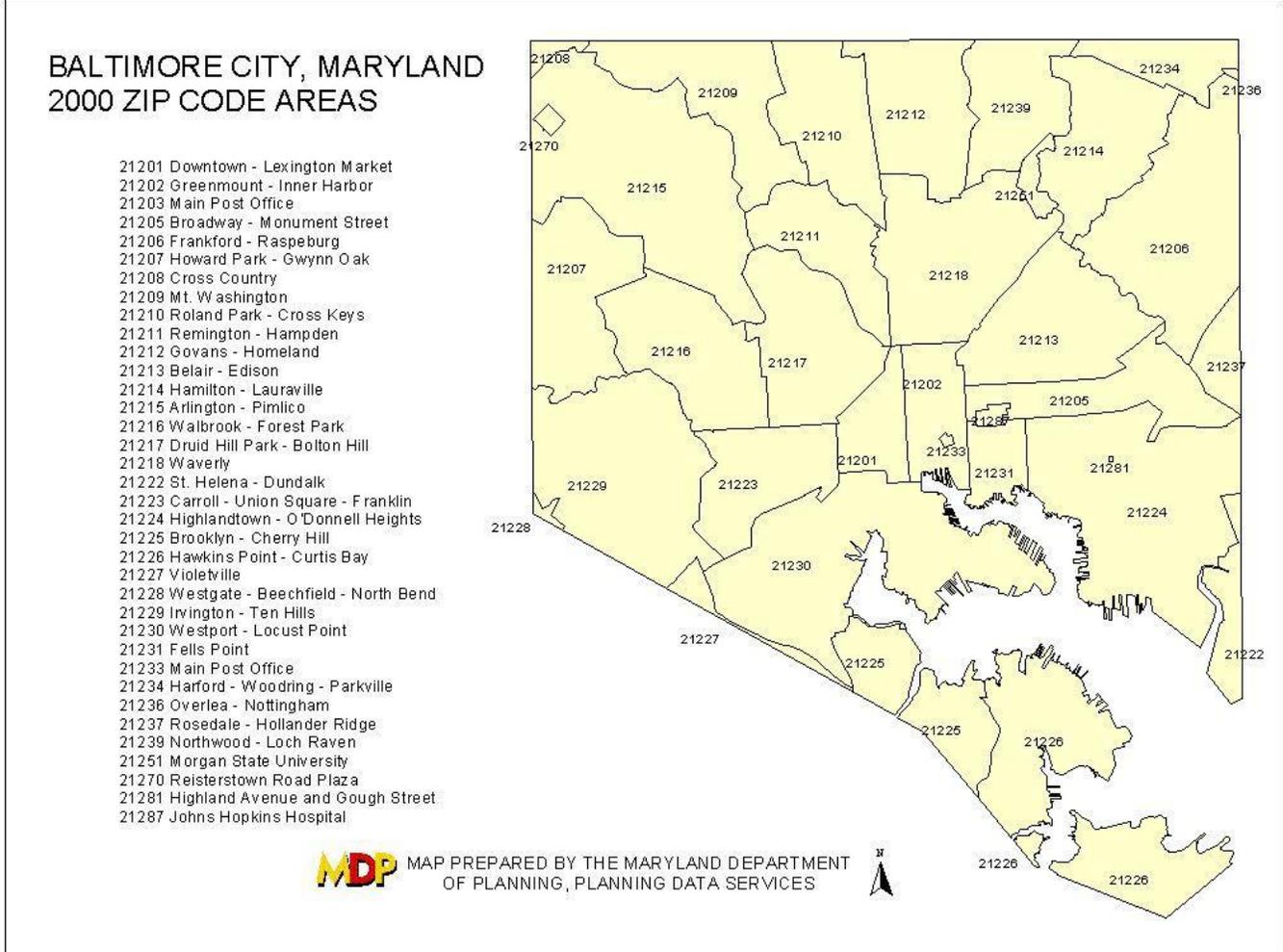
- P. Local Time – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- Q. Maryland Department of Health - MDH or the Department.
- R. Minority Business Enterprise (MBE) – Any legal 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.
- S. 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 – keyword: State Holidays.
- T. Notice to Proceed (NTP) – A written notice from the Procurement Officer that work under the Contract, project, Task Order or Work Order (as applicable) is to begin as of a specified date. The NTP Date is the start date of work under the Contract, project, Task Order or Work Order. Additional NTPs may be issued by either the Procurement Officer or the Contract Monitor regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- U. NTP Date – The date specified in a NTP for work on Contract, project, Task Order or Work Order to begin.
- V. Offeror – An entity that submits a Proposal in response to this RFP.
- W. Personally Identifiable Information (PII) – Any information about an individual maintained by the State, including (1) any information that can be used to distinguish or trace an individual identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- X. Procurement Officer – Prior to the award of any Contract, the sole point of contact in the State for purposes of this solicitation. After Contract award, the Procurement Officer has responsibilities as detailed in the Contract (**Attachment M**), and is the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.
- Y. Proposal – As appropriate, either or both of the Offeror’s Technical or Financial Proposal.
- Z. Protected Health Information (PHI) – Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- AA. Request for Proposals (RFP) – This Request for Proposals issued by the Maryland Department of Health (Department), with the Solicitation Number and date of issuance indicated in the Key Information Summary Sheet, including any amendments thereto.
- BB. Security Incident – A violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies, or standard security practices. “Imminent threat of violation” is a situation in which the organization has a factual basis for believing that a specific incident is about to occur.
- CC. Security or Security Measures – The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data.

- DD. Sensitive Data - Means PII; PHI; other proprietary or confidential data as defined by the State, including but not limited to “personal information” under Md. Code Ann., Commercial Law § 14-3501(e) and Md. Code Ann., St. Govt. § 10-1301(c) and information not subject to disclosure under the Public Information Act, Title 4 of the General Provisions Article; and information about an individual that (1) can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; or (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- EE. Start-up Period (RFP) - The period of time, if any, between Contract Commencement (see Definition) and the Contract Go-Live Date (see Definition). During any Start-up Period the Contractor is to undertake whatever actions are needed to begin the successful performance of the Contract as of the Go-Live Date.
- FF. State – The State of Maryland.
- GG. Veteran-owned Small Business Enterprise (VSBE) – A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.

Appendix 2. – Offeror Information Sheet

See link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_OfferorInformationSheet.pdf

Appendix 3. – Baltimore City Zip Codes



Appendix 4. – Clinic Prototype Plans

<p align="center">Large Size Clinic 4,000 to 6,000 Participants Minimum Recommended Space</p>			
Functional Space	Number of Spaces Needed	Space in Square Feet	Total Square Feet
PRIMARY FUNCTIONS			
Waiting Room	1	300	300
Play Area	1	100	100
Certification Room	6	80	480
Health Evaluation	3	100	300
Group Nutrition Education	1	300	300
Individual Nutrition Counseling	3	100	300
Check Distribution Space	1	160	160
Storage	1	50	50
SUB TOTAL			2,090
SECONDARY FUNCTIONS			
Reception	1	100	100
Staff Restroom	1	25	25
Handicapped Restroom	1	35	35
Client Restroom	2	25	50
SUBTOTAL			210
FUNCTIONAL SPACE SUBTOTAL			2,300
35% Grossing Factor			805
TOTAL GROSS AREA – (Minimum Recommended)			3,105

Medium Size Clinic 2,000 to 4,000 Participants Minimum Recommended Space			
Functional Space	Number of Spaces Needed	Area of Space in Square Feet	Total Square Feet
PRIMARY FUNCTIONS			
Waiting Room	1	300	300
Play Area	1	100	100
Certification Room	4	80	320
Health Evaluation	2	100	300
Group Nutrition Education	1	300	300
Individual Nutrition Counseling	2	100	200
Check Distribution Space	1	100	100
Storage	1	20	20
SUB TOTAL			1,540
SECONDARY FUNCTIONS			
Reception	1	100	100
Staff Restroom	1	25	25
Handicapped Restroom	1	35	35
Client Restroom	1	25	25
SUBTOTAL			185
FUNCTIONAL SPACE SUBTOTAL			1,725
35% Grossing Factor			605
TOTAL GROSS AREA (Minimum Recommended)			2,330

Small Size Clinic Up to 2,000 Participants Minimum Recommended Space			
Functional Space	Number of Spaces Needed	Area of Space in Square Feet	Total Square Feet
PRIMARY FUNCTIONS			
Waiting Room	1	300	300
Play Area	1	100	100
Certification Room	2	80	160
Health Evaluation	1	100	100
Group Nutrition Education	1	300	300
Individual Nutrition Counseling	1	100	100
Check Distribution Space	1	100	100
Storage	1	15	15
SUB TOTAL			1,175
SECONDARY FUNCTIONS			
Reception	1	100	100
Staff Restroom	1	25	25
Handicapped Restroom	1	35	35
SUBTOTAL			160
FUNCTIONAL SPACE SUBTOTAL			1,335
35% Grossing Factor			435
TOTAL AREA (Minimum Recommended)			1,770

Appendix 5. – Local Agency Budget Package Instructions

The Local Agency Budget Package Instructions are updated yearly. The current instructions are attached.

WIC PROGRAM

Modified instructions added for SFY 2019

SFY 2019 Budget Instructions

The local agency budget package is an EXCEL-based workbook that includes links to subsidiary schedules. **This budget package is a stand-alone file. Formulas entered into cells to reference information from another file or the salary sheets 4542.d or 4542.e are not allowed.** Some of the schedules include cells that are shaded to identify how or by whom that particular field is filled. A four-color coding scheme is used in the budget package. The keys to the four-color coding scheme follow.

Yellow – Any yellow shaded cell is for the sole use of LA staff.

Blue - Do not enter data in any blue shaded cells. Any blue shaded cell is a cell that is either linked to another sheet in the budget package or contains a formula.

Tan – Any tan shaded cell is for the sole use of the MDH funding administration (State WIC Program) staff. The tan shaded cells are found only on the 4542A – Program Budget Page (Approval) and the Grant Status Sheet (4542M).

Green – Any green shaded cell is for the sole use of the Division of General Accounting (DGA). The green cells are found only on the 4542A -Program Budget Page (Approval) and the Grant Status Sheet (4542M).

Gold – Any gold shaded cell on the 4542-A – Program Budget Page or on the Quarterly Expenditure Report tabs requires the completion of a supplemental schedule.

The cells containing negative numbers, e.g. collections or reductions, must be formatted to contain a parenthesis, for example, (\$1,500). Please make sure that neither brackets nor a minus sign appear for negative numbers. The automatic formatting on the page should show as \$1,500. The formatting has been set by the Department and should not require correcting.

The parenthesis format is the required structure for file uploading to FMIS. If something other than a parenthesis for negative numbers is used, the budget file will error out of the upload process.

Local agencies are encouraged to consolidate their use of budget line items. The Program Budget Page provides a list of commonly used line items. **Please do not insert or delete any rows or use “Cut and Paste”. To do so, will fracture the links to the**

budget upload sheet. DO NOT WRITE OVER EXISTING LINE ITEMS – any new line items must be added at the bottom of the page.

4542 A - Program Budget Page

Funding Administration – Prevention and Health Promotion Administration

Local Agency - Enter name of submitting local agency

Address – Enter mailing address where information should be sent regarding program and fiscal matters

City, State, Zip Code – Enter relative to above address

Telephone # – Enter number, including area code, where calls should be directed regarding program and fiscal matters

Project Title – WIC Program

Grant Number - Enter the MDH award number from the UFD, e.g., WI300WIC Note: private providers should use their contract number

Contact Person – Enter the name of the individual(s) who should be contacted at the above telephone number regarding fiscal matters related to this grant award

Federal I.D. # - Enter the Federal I.D. # for the local agency

Index (local health departments only) – Enter the county index number for posting to FMIS (see attached list)

Award Period - Enter the period of award, e.g., July 1, 2018 - June 30, 2019

Fiscal Year - Enter applicable state fiscal year, e.g., 2019

County PCA (local health departments only) – enter the County PCA code that will be charged for this grant, e.g., F705N; **only one PCA per budget.**

File Name (local health departments only) – Enter the file name exactly in the format as indicated below. Each LHD budget file must have a unique file name in the following format. **There are no exceptions to this file name format.** Please complete the file name exactly as indicated, including the dashes. Please note that all data must be in caps, there can be NO blank spaces, apostrophes, or period the file naming convention.

- File Name Format: FY-County-PCA-Grant #-Suffix for Modification, Supplement, Reduction – no blank spaces in name, e.g.,

19-HOWARD-F705N-WI300WIC (this would be an original budget)

19-HOWARD-F705N-WI300WIC-MOD1

19-HOWARD-F705N-WI300WIC-RED1

19-HOWARD-F705N-WI300WIC-SUP1

File name (private local agencies) – Enter the file name in the format listed below with no blank spaces:

- For original budget submission: Fiscal Year-Agency name (19-HOPKINS)
- For a modification: Fiscal Year-Agency name-Mod#1 (19-HOPKINS-MOD1)
- For a supplement or reduction: Fiscal Year-Agency Name-Supp#1 or Red#1 (19-HOPKINS-SUP2)

Date Submitted - Enter the date the budget package is submitted to the funding administration

Original Budget, Modification #, Supplement #, Reduction # - If this is the original budget submission for the award, enter “yes.” If this is a modification, supplement or reduction, enter “no” and “#1”, “#2”, etc. on the appropriate line.

Summary Total Columns (above line item detail)

- Current Budget Column
- DHMH Funds Mod/Supp (Red) Column
- Local Funds Mod/Supp (Red) Column
- Other Funds Mod/Supp (Red) Column
- Total Mod/Supp (Red) Column

The budget package accumulates the total of the line item budget detail. These totals provide the break out of funding for MDH, local and/or other funds for the original budget and any subsequent budget actions.

Please note that the calculated fields (blue shaded cells) are formatted in the spreadsheet to show cents. This was done to provide an indication that the line item detail contains cells with cents in error. If the totals in this section contain cents, reexamine the line item detail and correct the line item budget. Do not modify the formulas in this section to adjust for the cents. The budget should be prepared in whole dollar increments, and therefore should not contain cents either by direct input or formula.

Descriptive lines used in this section follow.

- Direct Costs Net of Collections – **Do not enter data in this row.** This row contains a formula that calculates the total direct costs net of collections.

- Indirect Costs –The allowed amount of indirect cost is calculated automatically on the Indirect Cost Calculation Form (4542-K) once the budgeted salary amounts are entered on the Program Budget Page (4542-A). The allowed indirect calculated on the 4542-K will be entered automatically on the 4542-A. If you are budgeting less than the allowed amount of indirect as calculated on the 4542-K, you will have to adjust the budgeted indirect as indicated on the 4542-K.
- Total Costs Net of Collections - **Do not enter data in this row.** This row contains a formula that calculates all line item postings, including collection line items, entered in the line item budget detail in each respective column.
- DHMH Funding – **Do not enter data in this row.** This row contains a formula that calculates the DHMH Funding Amount by subtracting the Total All Other Funding and Total Local Funding from the Total Costs Net of Collections.
- All Other Funding – **Do not enter data in this row.** This row contains a formula that calculates all line item postings, including collection line items, entered in the line item budget detail in the All Other Funding column.
- Local Funding - **Do not enter data in this row.** This row contains a formula that calculates all line item postings, including collection line items, entered in the line item budget detail in the Local Funding column.
- Total Mod/Supp/ (Red) Column – **Do not enter data in this row.** This column contains a formula that simply calculates the total of the postings in the previous three columns in this section.

MDH Program Approval – (tan shaded cell) Do not enter any information in this section. This section is reserved for the use of the DHMH funding administration.

Division of Grants & Local Health Accounting Approval – (green shaded cell) Do not enter any information in this section. This section is reserved for the use of the DGLHA staff.

4542 A - Program Budget Page - Line Item Budget Detail Section

Line Item Number / Description (columns 1 & 2) - For local health departments, enter the line item numbers from the state Chart of Accounts. Commonly used line items are provided on this form. **You may not write over existing line items. New line items must be added to a blank cell at the bottom of the line item listing. It is very important to note that rows not be inserted or deleted nor should the “Cut and Paste” edit feature be used. To do so, will fracture the links to the budget upload sheet and the file will not upload to FMIS.**

Line Item 0802 - This line item is to be used to report expenditures for WIC temps assigned to work in your local agency. The cost of WIC temps cannot be included in the calculation of Indirect Cost.

Line Items: 0860 Laboratory Services, 0869 Photography, 0881 Purchase of Care, 0896 Human Service Contracts, 0924 Food, and 0953 Medicine, drugs & chemicals are not allowable line items to be used by the WIC Program.

MDH Funding Request (column 3) - Enter by line item the amounts to be supported with MDH funds.

Local Funding (column 4) - Enter by line item the amounts to be supported with local funds.

All Other Funding (column 5) – Enter by line item the amounts to be supported with funds other than MDH Funding and/or Local Funding.

Total Other Funding (column 6) – This column contains a formula that adds Local Funding (column 4) and All Other Funding (column 5).

Total Program Budget (column 7) - This column contains a formula that adds the MDH Funding (column 3), Total Other Funding (column 6), and Total of Modification/Supplements or Reductions (column 11).

MDH Budget, Local Budget, Other Budget – Modification, Supplement, or Reduction (columns 8, 9, 10 and 11) - Enter by line item and funding source (i.e., MDH, local or other) any changes due to Budget Modifications Supplements, or Reductions. The Total Program Budget (column 7) will be recalculated to include these changes. Please remember that the new Total Program Budget (column 7) will become the new base budget for any subsequent budget submissions.

Supplementary Subsidiary Budget Forms (4542 B thru 440 A)

The following forms have been modified to include links that pull information from the 4542A form. The cells shaded in blue are either linked to another sheet or contain a formula. Please do not enter data in these fields or cells. The fields will be populated automatically upon completion of the 4542A form. **Please do not enter data into a blue shaded cell.**

4542 B - Budget Modification, Supplement or Reduction

Line Item Changes and Justification

This sheet must be completed for any changes for new amounts above 10% of the original approved budgeted amount.

This form is required ONLY for Budget Modifications, Supplements or Reductions. This form should contain the changes (+ or -) from the most recently approved budget by line item. Specify the type of funding that is affected by the change (i.e., MDH Funding, Local Funding or All Other Funding) and justification for the change. Please note that justification is required for changes to fee collections.

This schedule contains links to the Program Budget Page (4542A) that pull the line item number and the amount from Column 11.

A formula is supplied that accumulates the total of the changes on this page, cross checks the total to the budget page and provides a check total (which should equal zero). These cells are shaded in blue and should not be modified by the LHD.

4542 C Estimated Performance Measures

The performance measures for the WIC Program are:

“To serve at least 97% of the assigned caseload.” Enter your assigned caseload.

The performance measures for the BFPC Program are:

“To increase breastfeeding rates for infants by 1% over the prior year”

4542 D Schedule of Salary Costs

For local health departments: Enter the required information for all Merit System employees.

For private agencies: Enter the required information for all employees.

Classification – First, enter one of the following: Coor (local agency coordinator); CPA; CPPA; BFPC; Cler (clerical); Other (specify). Next, enter the job title or classification of the employee (i.e. Nurse, Nutritionist, etc.). The entry should appear as: CPA – Nurse III or Cler – Office Assistant II.

Name – Enter the name of the employee, hire date and note term date.

Grade / Step – To be completed for State employees only. Enter the grade and step of the employee in the following formats. If an employee is a grade 12 and has a July increment from Step 5 to Step 6, the entry would appear as: 12 / 6. If an employee is a grade 10 and has a January increment from Step 3 to Step 4, the entry would appear as: 10 / 3-4.

Daily Time Studies Required? – Enter Yes or No based on whether or not the employee is required to document their time on a daily basis for the entire year (see Policy 6.01 Time Study Requirements for Staff Paid with WIC Funds).

Is employee also budgeted in the BFPC Program? – Enter Yes or No based on whether or not part of the employee’s salary is also budgeted in the BFPC Program.

WIC FTE – enter the WIC full time equivalent. If an employee is full time and works only in the WIC program, the WIC FTE would be 1.0. If an employee works 80% and only in the WIC

Program, the WIC FTE would be .8. If an employee is 80% and works 2 days per week in the WIC Program, the WIC FTE would be .4.

WIC Funded Salary – Enter the amount of the employee’s salary that will be supported with WIC Funds.

Total Salary – Enter the employee’s Total Annual Salary. If an employee works in WIC and another program, this would be their total salary from all programs.

Formulas have been added to the bottom of this page to compare the totals on Salary page to the totals for these line items on the Program Budget Page (4542 A). If there is any difference shown, you must make the appropriate corrections so that the totals on both forms agree.

4542 E – Schedule of Special Payments and Contractual Payroll

This schedule has been separated into two sections – Special Payments Payroll and Other Contractual Payroll.

For local health departments: Enter the required information for all Special Payments Payroll or Contractual employees.

For private agencies: Do not complete this page.

Classification – First, enter one of the following: Coor (local agency coordinator); CPA; CPPA; BFPC; Cler (clerical); Other (specify). Next, enter the job title or classification of the employee

(i.e. Nurse, Nutritionist, etc.). The entry should appear as: CPA – Nurse III or Cler – Office Assistant II.

Name – Enter the name of the employee.

Grade / Step – To be completed for State employees only. Enter the grade and step of the employee in the following formats. If an employee is a grade 12 and has a July increment from Step 5 to Step 6, the entry would appear as: 12 / 6. If an employee is a grade 10 and has a January increment from Step 3 to Step 4, the entry would appear as: 10 / 3-4.

Daily Time Studies Required? – Enter Yes or No based on whether or not the employee is required to document their time on a daily basis for the entire year (see Policy 6.01 Time Study Requirements for Staff Paid with WIC Funds).

Is Employee Also Budgeted in BFPC Program - Enter Yes or No based on whether or not part of the employee’s salary is also budgeted in the BFPC Program.

WIC FTE – enter the WIC full time equivalent. If an employee is full time and works only in the WIC program, the WIC FTE would be 1.0. If an employee works 80% and only in the WIC

Program, the WIC FTE would be .8. If an employee is 80% and works 2 days per week in the WIC Program, the WIC FTE would be .4.

WIC Funded Salary – Enter the amount of the employee’s salary that will be supported with WIC Funds. Fringe costs for Special Payments Payroll employees should be reflected in Item 0291 FICA, and 0292 Unemployment Insurance.

Other Contractual Services (Item 0299) Worksheet Only:

If certain WIC employees are budgeted in Item 0299 Other Contractual Services, the amount of the employee’s salary that will be supported with WIC Funds should be shown in the WIC funded salary column. The fringe costs (FICA and unemployment) for these employees should be shown in the Fringe Costs column.

The total of both salary and fringe costs for these employees are to be budgeted in Item 0299. Indirect cost may only be claimed on the salary portion of this line item. Indicate whether or not part of the employee’s salary is also budgeted in the BFPC Program.

Formulas have been added to the bottom of this page to compare the totals on the Special Payments Payroll or Contractual Payroll page to the totals for these line items on the Program Budget Page (4542 A). If there is any difference shown, you must make the appropriate corrections so that the totals on both forms agree.

4542 F - Schedule of Consultant Costs

All fields should be completed on the schedule. Please list the individual consultant’s name. If payment will be made to a business, list the firm's name also. List the consultant’s professional area; the hourly rate and the budgeted total annual hours. The “Total Cost” is calculated by multiplying the “Hourly Rate” times the “Total Hours”.

The two totals (formula provided) for this schedule must equal the total of Object .02 line items, excluding line items 0280, 0289, 0291 and 0292 amounts on the Program Budget page (MDH 4542A). The “MDH Funded Cost” amount on this schedule must equal the sum of the amount

in the MDH Funding Request Column (Col. 3) plus, if applicable, any amount in the MDH Budget Modification, Supplement or Reduction Column (Col. 8) for Object .02 exclusive of the aforementioned line items. The “Total Cost” amount on this schedule must equal the Object .02 total exclusive of the aforementioned line items in the Total Program Budget Column (col. 7) on the MDH 4542A.

Note: The consultant-contractor relationship is defined by the individual, personal delivery of service where the consultant has a high degree of autonomy over his/her use of time, selection of process, and utilization of resources. The IRS guidelines can be used to

assist in defining the employer/employee relationship and to distinguish between a consultant and an employee.

4542 G - Schedule of Equipment Costs

Special Instructions for WIC Program ONLY:

This schedule must list all equipment items to be purchased that require WIC State Office written approval for non-sensitive equipment costing \$500.00 or more and sensitive equipment costing \$250.00 or more. All other equipment purchased (less than the \$500.00 or \$250.00 threshold) must be reported each quarter in line item number 1198 Other Equipment. No other equipment purchases can be charged to this line item. All equipment purchased must be assigned an inventory number based on the WIC Policy and Procedures found in 6.00 (section B.1.e).

The equipment page has been divided into two sections. Equipment to be purchased using your normal WIC funding should be shown in Section I. Equipment to be purchased using special funding awarded by the State WIC Office should be shown in Section II. Any unspent special funding must be returned to the State WIC Office and cannot be used for any other purpose.

The description column should list the item to be purchased and its proposed use. Indicate if the item is additional equipment or to replace equipment purchased previously with MDH funds. If more space is needed, continue the narrative within the column. Use additional pages as necessary.

The total for this schedule must agree with the total of all equipment line items on the Program Budget page (MDH 4542A). The “WIC Funded Cost” amount on this schedule must equal the sum of the amount in the MDH Funding Request Column (Col. 3) plus, if applicable, any amount in the MDH Budget Modification, Supplement or Reduction Column (Col. 8) for all equipment line items. The “Total Cost” amount on this schedule must equal the amount for all equipment line items in the Total Program Budget Column (col. 7) on the MDH 4542A.

Formulas have been added at the bottom of the Equipment Page (4542-G) to compare the total budgeted equipment to the amounts budgeted for all equipment line items on the Program Budget Page (4542 A). If there is any difference shown, you must make the appropriate corrections so that the totals on both forms agree.

As equipment is purchased during the year, you must enter the actual cost of each equipment item purchased in the appropriate column on the Equipment Page (4542-G)

Formulas have also been added to the Equipment Page (4542-G) to compare the actual expenditures to the actual expenditures for all equipment line items reported on the quarterly expenditure reports. If there is any difference shown, you must make the appropriate corrections so that the totals on both forms agree.

The following information must be entered on the Equipment Page (4542-G): inventory number, serial number, manufacturer, date received and location of item.

This information should be entered as the equipment is purchased throughout the year but must be included with the submission for the quarter ending June 30th. Entering this information on the Equipment Page (4542-G) will eliminate the requirement for the submission of the WIC Program Inventory Item (Form 6.02A) for NEW purchases.

The WIC Program Inventory Form will still have to be submitted to the State WIC Office if equipment items are transferred to another location, have been disposed of, or have been sent to surplus.

4542 H - Purchase of Care Services (Line Item 881)

This line item should not be used by the WIC Program.

This schedule is to be used to detail any amounts reflected on the Purchase of Care line item (0881) on the Program Budget page (4542A). This schedule and line item 0881 should only be used for health related unit price contracts and fixed price contracts with organizations. It is **not** to be used for cost reimbursement contracts. List the type of service, the contract type (fixed price or unit price), the vendor from whom the service is to be purchased, the performance measures relative to the purchased service and the MDH funded cost and total cost for each service.

The two totals (formula provided) for this schedule must agree with the purchase of care line item (0881) amounts on the Program Budget page (MDH 4542A). The “MDH Funded Cost” amount on this schedule must equal the sum of the amount in the MDH Funding Request Column (Col. 3) plus, if applicable, any amount in the MDH Budget Modification, Supplement or Reduction Column (Col. 8) for line item 0881. The “Total Cost” amount on this schedule must equal the purchase of care (line item 0881) amount in the Total Program Budget Column (col. 7) on the MDH 4542A.

4542 I – Human Service Contracts (Line Item 896)

This line item should not be used by the WIC Program.

This schedule is to be used to detail any amounts reflected on the Human Service Contract line item (0896) on the Program Budget page (4542A). This schedule and line item 0896 is to be used **only** for health related cost reimbursement contracts with organizations. List the type of service, the vendor from whom the service is to be purchased, the performance measures relative to that purchased service and the MDH funded cost and total cost for each service.

The two totals (formula provided) for this schedule must agree with the human service contracts line item (0896) amounts on the Program Budget page (MDH 4542A). The “MDH Funded Cost” amount on this schedule must equal the sum of the amount in the MDH Funding Request Column (Col. 3) plus, if applicable, any amount in the MDH Budget Modification, Supplement or Reduction Column (Col. 8) for line item 0896. The “Total Cost” amount on this schedule must equal the human service contracts (line item 0896) amount in the Total Program Budget Column (col. 7) on the MDH 4542A.

Formulas have been added to the bottom of this page to compare the totals on the Equipment page to the totals for these line items on the Program Budget Page (4542 A).

If there is any difference shown, you must make the appropriate corrections so that the totals on both forms agree.

4542 J – Detail of Special Projects (Line Item 899)

Special Instructions for WIC Program ONLY:

This schedule is to be used to detail any amounts reflected on the Special Projects line item (0899) on the Program Budget page (4542A). Special Projects are projects for which special funding is received from the State WIC Office. These projects must be budgeted and reported separately from other WIC funding. Unspent funds from Special Projects must be returned to USDA and cannot be used to support other line items in the WIC budget. Actual costs must be entered on this schedule and must agree with the costs reported on the quarterly expenditure reports. The two totals (formula provided) for this schedule must agree with the special projects

line item (0899) amounts on the Program Budget page (MDH 4542A). The “MDH Funded Cost” amount on this schedule must equal the sum of the amount in the MDH Funding Request Column (Col. 3) plus, if applicable, any amount in the MDH Budget Modification, Supplement or Reduction Column (Col. 8) for line item 0899. The “Total Cost” amount on this schedule must equal the special projects line item (0899) amount in the Total Program Budget Column (col. 7) on the MDH 4542A.

Formulas have been added to the bottom of this page to compare the budgeted total on Special Projects page to the amount budgeted for this line item on the Program Budget Page (4542 A). If there is any difference shown, you must make the appropriate corrections so that the totals on both forms agree.

As funds are expended for special projects during the year, the “WIC Funded Actual Cost” column must be completed. The total of the “Actual Cost” columns must agree with the year-to-date expenditures for the Special Projects line reflected on the quarterly expenditure reports.

4542 K - Indirect Cost Calculation Form

Special Instructions for WIC Program ONLY:

For the WIC Program, indirect cost is limited to 15% of salary line items only (Items 0111, 0171, 0181, 0182, 0280, and the salary portion of 0299). This form includes formulas for the calculation of indirect costs once the budgeted salary line items are entered on the Program Budget (4542-A). **A formula has been entered on the Program Budget Page (4542-A) to pull the allowed indirect into the correct cells from line 45 on the Indirect Cost Calculation Form (4542-K).**

If your agency chooses to use a percentage less than the maximum rate of 15%, please adjust the percentage as indicated on the Indirect Cost Calculation Form (4542-K).

If you are budgeting a flat amount for indirect cost (less than the maximum allowed), please adjust the formula as necessary on the indirect cost line on the Program Budget Page (4542-A) to pull the amount from the correct column on line 72 of the Indirect Cost Calculation Form (4542-K). Indicate the amount of indirect actually budgeted in the “Alternate Method” space as indicated below the calculation. Include an explanation (e.g. in order to stay within the grant award, indirect was budgeted at \$xxxxxx).

Please note that expenditures for WIC Temps assigned to work in your agency are to be reported in Item 0802 and are **not** to be included in the calculation of Indirect Cost.

Formulas have been added to the bottom of this page to compare the budgeted total on Indirect Cost Calculation page to the amount budgeted for this line item on the Program Budget Page (4542 A). If there is any difference shown, you must make the appropriate corrections so that the totals on both forms agree.

4542 L - Budget Upload Sheet (DGA Use Only)

The purpose of this sheet is to upload the budget into FMIS. **Local health department personnel should not enter any information directly onto this sheet. This sheet is for use of DGLHA only.** Data will be entered automatically on this form as the Program Budget Page (4542A) is completed. Please do not attempt to enter data on to this sheet or to modify it in anyway.

4542 M – Grant Status Sheet (For Funding Administration Use)

*The purpose of this schedule is to provide sufficient information for DGLHA to post grants to the UFD and to track various types of UFD actions. **This form is to be completed by the funding administration and forwarded to DGLHA.** The funding administration should enter information in all tan shaded fields. Some information fields (blue) on this schedule will be filled automatically from links to the Program Budget Page (4542A). Formula totals (blue) are provided in the section detailing the County PCA, Program Administration PCA, Federal Fund Tracking #, etc. The lone green shaded cell is for DGA to enter the date the Grant Status Sheet was received in DGLHA.*

MDH 4293-2 (WIC Program In-Kind Contributions) - OPTIONAL

Enter the description, the WIC category and dollar value of the In-Kind contributions.

Promotional Items

Effective July 1, 2011 (SFY 2012), local agencies may not purchase any Promotional items. Items will be purchased by the State WIC Office and can be ordered from the Statewide Distribution Center.

This worksheet is to be used to report all Promotional items as well as all outreach items. Please review P&P 6.05 Outreach, Nutrition Education and Breastfeeding Promotion Items.

NE or BF Incentive Items:

Description of Item – enter a description of the item purchased

Line item – enter the line item number in the budget where the expenditures are reported

NE or BF – enter NE or BF if the item being purchased is for nutrition education or breastfeeding support.

Cost per item – enter the cost per item

Quantity – enter the quantity purchased

Total cost – enter the total cost (should be the cost per item multiplied by the quantity)

Outreach Items:

Enter the same data requested.

This worksheet must be completed and submitted with the quarterly expenditure report. If no incentive or outreach items are purchased during the quarter, please enter “no purchases during quarter” on the worksheet.

Time Studies

Effective April 1, 2011, time studies have been incorporated into WIC’s management information system (WOW). The new procedures are:

- 1) During the time study month, WIC employees enter and certify their time on a daily basis.

- 2) After the end of the time study month, the coordinator (or their designee) reviews and approves all of the time study data.
- 3) The coordinator (or their designee) enters the FTE data for the applicable time study month into WOW
- 4) Once all time study/FTE information has been entered and approved, the coordinator (or their designee) prints the following reports:
"Quarterly Time Study Percentages" - all agencies

"Daily Time Study Percentages" - agencies that have employees that complete daily time studies and agencies that have employees that split their time between WIC, and/or BFPC, Non-WIC Programs under circumstances where daily time studies would be required (See P&P 6.01)
- 5) If information is missing or has not been approved, the "Quarterly Time Study Percentages" report will print with a watermark that says "Incomplete". If the report that you receive contains the "Incomplete" watermark, return the report to the Coordinator (or their designee) so that the issues can be resolved.
- 6) Once the final "Quarterly Time Study Percentages" report has been received, enter the percentages (rounded to 1 decimal) at the bottom of the applicable quarterly expenditure report in the budget file. The total of the percentages must equal 100.0%.
- 7) If applicable to your agency, enter the information from the "Daily Time Study Percentages" report in the "Daily WIC-BFPC-Non-WIC" worksheet in the budget file. The only change to this process is that you will now get the report of hours from WOW.

Daily WIC / BFPC / Non-WIC Time Study Worksheet

This worksheet has been designed to calculate the actual salary and fringe costs for the quarter that should be charged to the WIC Program for employees who are required to keep daily time studies and for breastfeeding peer counselors whose salaries are charged to both WIC and BFPC funding.

Once all time study and FTE data has been entered into WOW, the Local Agency Coordinator (or their designee) will print the "Daily Time Study Percentages" report from the Admin module of WOW. On the Daily WIC / BDFPC / Non-WIC worksheet, enter the Total # of hours for WIC / BFPC / Non-WIC as shown on the "Daily Time Study Percentages" report.

This worksheet must be completed on a quarterly basis for all employees who are required to complete daily time studies all year long (see Policy 6.01 Time Study Requirements for Staff

Paid with WIC Funds) or for breastfeeding peer counselors whose salaries are charged to both WIC and BFPC funding. The worksheet has been set up to report information for up to 6

employees. If you have more than 6 employees who are required to keep daily time studies, copy the formulas for the additional number of employees needed.

The WIC Program may only be charged for actual hours worked in the WIC Program for employees who are required to keep daily time studies and for breastfeeding peer counselors whose salaries are charged to both WIC and BFPC funding.

At the end of each quarter, the actual hours worked as indicated on the “Daily Time Study Percentages” report, along with the salary and fringe costs for each employee who is required to keep daily time studies should be entered on the Daily WIC / BFPC / Non-WIC Worksheet.

Employee Name – enter the name of the employee

Classification – enter the classification of the employee

Hours Worked – for employees who are required to keep daily time studies, enter the WIC and Non-WIC hours worked.

For employees whose salaries are supported by both WIC and BFPC funding (and have no hours worked in another program), enter the hours worked for the time study month only. No data will be entered for the 2nd and 3rd month of the quarter.

Salary – enter the total salary paid for the employee for the entire quarter

Fringe – enter the total fringe paid for the employee for the entire quarter

The total salary and fringe that can be charged to the WIC Program and to the BFPC Program for the quarter will be calculated automatically based on the WIC hours worked.

If you are charging less salary and fringe to WIC than the allowable amount calculated, enter the actual amount of salary and fringe charged to WIC for each quarter in the section indicated.

Quarterly Expenditure Reports

Once all time study and FTE data has been entered into WOW, the Local Agency Coordinator (or their designee) will print the “Quarterly Time Study Percentages” report from the Admin Module of WOW.

At the bottom of the applicable quarterly expenditure report, manually enter the percentages (rounded to one decimal) in each of the cost categories. The cells where the percentages are to be entered are highlighted in pink. The total of the percentages must equal 100.0%.

Each local agency must spend **at least 20%** of their award for Nutrition Education. In addition, each agency must spend **at least 5%** of their award for Breastfeeding Promotion and Support.

Local Agency Name, Award Number and Budget Period - These fields will be completed automatically from the Program Budget (4542-A).

Federal ID Number - Enter your 9 digit federal tax ID number.

Address - Enter your mailing address.

Report Prepared by, Date Prepared, Telephone # - Complete these fields as appropriate.

Line Item Description, Approved Budget - These fields will be completed automatically from the Program Budget (4542-A). There are blank lines at the bottom of the Program Budget (4542-A) that contain formulas to carry the information to the quarterly expenditure reports and WIC budget. **DO NOT INSERT NEW LINE ITEMS IN THE SHADED AREAS.** If line items need to be added during the year, they must be added on the blank lines at the bottom of the Program Budget (4542-A) and will be carried forward to the quarterly report formats. If additional line items need to be added and you are not sure how to do this, please call for assistance.

Current Quarter – Go to the column to the right of the Total Expenditures column. Enter your total expenditures for the current quarter (please limit your entry to 2 decimal places).

- Allowable indirect cost for each quarter will be calculated automatically at the bottom of each quarterly report once the quarterly expenditures for the salary items have been entered. The allowable indirect cost will then be entered automatically in the Current Quarter column on the indirect cost line. If you are budgeting less than the allowable amount for Indirect Cost, you will have to change the formula to charge one quarter of the budgeted Indirect Cost for each quarter.

○

Clinic, Nutrition Education, Breastfeeding, Program Operations - The expenditures for salaries, fringe, maintenance, postage, telephone, utilities, housekeeping, office supplies, insurance, rent, and indirect cost will be allocated automatically to the different WIC categories based on the percentages from the Quarterly Time Study Summary for the appropriate quarter. If there is a line item that you can provide justification for being allocated based on the time study percentages but there is no formula in that row, copy the formula from the salary line item to the appropriate line item. All Year-to-Date columns contain formulas - do not enter anything in these columns.

- **You may NOT allocate all items based on the percentages from the Quarterly Time Study Summary.** Items such as out-of-state travel, training, and subscriptions must be allocated to the appropriate category. For example, the registration fee for a nutrition conference must be allocated 100% to Nutrition Education; a subscription to a breastfeeding magazine must be allocated 100% to Breastfeeding, etc. Costs that are not allocated based on the percentages from the Agency Quarterly Time Study Summary will have to have the amounts allocated to the applicable WIC category. ALWAYS use the @round feature when entering formulas.

Current Quarter Unallocated - This column will indicate any line item that has not been allocated to the WIC categories.

These amounts must be allocated to the appropriate WIC categories. This can be done by manually entering the amounts applicable in the Current Quarter column under each WIC category. After each line item has been allocated, the total in the Current Quarter Unallocated column should be zero. There may be a rounding difference in cents. An adjustment must be made to the individual line item in a WIC category to correct the rounding difference. The correction must be made in the Current Quarter columns in the appropriate category, **not in the Year to Date column**. To retain the integrity of the budget file formulas, all rounding errors will be corrected by the State finance department. The corrected file will be returned to the agency to save for their records

Balance Remaining - This column shows the budget balance remaining in each line item and can be very useful to local agencies.

Year End 4th Quarter expenditure report - The total fiscal year expenditures may not exceed the agencies total WIC award.

MDH 440 - Annual Report – Year End Reconciliation (Optional)

Local health departments may use FMIS in lieu of the MDH 440 Report.

If a local agency is filing a MDH 440 Report, the budget and expenditures will be completed automatically. Please complete appropriate information (yellow shading) as needed. If you do not use the MDH 440 from this budget package, please remember that the total expenditures on the MDH 440 and the June quarterly expenditure report must agree.

MDH 440A - Performance Measures Report

All local agencies must complete this form. Some information (blue shading) is pulled from other budget forms. The “Final FY Count” (yellow shading) is to be completed with the average participation for the state fiscal year.

DUE DATES

All agencies must abide by all due dates in order to remain compliant with the terms and conditions of the Federal award. Late submissions will be considered noncompliant and conditions in the WIC Program Policy and Procedure Manual 6.00 Section B.2.f would then take effect.

6.00 Section B.2.f Compliance 1).ii.b: “Late submissions will have a portion of funding disallowed according to the following formula:

Disallowed Cost = (Total budgeted Indirect Cost divided by the number of business days in the fiscal year) X (number of business days past the assigned due date) X 15%.

Quarterly Reports and Budget Modifications:

Quarterly expenditure reports are due **thirty days** after the end of the quarter. Budget modifications are due as part of your 3rd quarter expenditure report due on April 30th of each year. This requirement will be strictly enforced.

Reports are due on the following dates:

<u>Quarter Ending</u>	<u>Due Date</u>
September 30th	October 31st
December 31st	January 31st
March 31st	April 30 th (including budget modifications)
June 30th	August 15 th

Files should use the same file name as the budget submission with an extension showing the quarter number. For example, Howard County's 2nd quarter report would be named: 19-HOWARD-F705N-WI300WIC-Q2.xlw.

Private local agencies should use the format "fiscal year-local agency name-quarter number" – for example: "19-HOPKINS-Q2.xlw".

The completed quarterly reports must be submitted electronically by the due dates to:

DHMH.UGAWIC@MARYLAND.GOV

NOTE: Please do not e-mail files to individual WIC employees. Send files only to the e-mail address above.

Annual Budget Submission:

The SFY 2019 annual WIC budget package is due by **May 31, 2018**. You will receive by e-mail a blank file to be used for your budget submission. **DO NOT use the prior year's budget package.** The completed budget package must be submitted electronically (using the file name as indicated in these instructions) to:

All local agencies must submit a Cost Allocation Plan by budget line item to the State WIC Office with their SFY 2019 WIC Budget package. This requirement can be found in the WIC Program Policy and Procedure Manual 6.00 Section B.2.d. Please use the sample found in the WIC Program Policy & Procedure Manual 6.00A and modify it to meet you agencies requirements.

DHMH.UGAWIC@MARYLAND.GOV

NOTE: Please do not e-mail files to individual WIC employees. Send files only to the e-mail address above.

SFY19 WIC Budget Instructions 3-

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Appendix 6. – Baltimore City WIC Clinics

The Offeror’s proposal shall include a list of locations of clinics located in Baltimore City that will continue to provide WIC services to the WIC participants who are currently receiving WIC services at the following locations.

Location	Approximate Enrollment
Eastern Avenue 3734 Eastern Avenue Baltimore, MD 21224	3,675
JAI Medical Center 4340 Park Heights Avenue Baltimore MD, 21216	1,600
Cherry Hill 634 Cherry Hill Road Baltimore MD, 21215	1,550
Park West Med Center 3319 W Belvedere Avenue Baltimore MD, 21223	175
Johns Hopkins Hospital 600 N Wolfe Street Baltimore, MD 21202	2,000
Hopkins Main 2013 E. Monument St. Baltimore, MD 21205	100
Pratt Street Adventure Dental and Vision Mt. Clare Junction Center Baltimore, MD 21223	350
Adventure Dental at the Alameda Baltimore, MD 21239	150
BelAir Edison 3120 Erdman Avenue Baltimore, MD 21213	375
Outreach – WIC services provided at various Head Start programs throughout Baltimore City	275
WIC Hope – WIC services provided at various women shelters in Baltimore	150

The Baltimore City Health Department administers a WIC Program at the following locations. The Offeror should propose WIC clinic sites that are located a reasonable distance from these clinics

Baltimore City Health Department WIC Program
621 N. Eden Street
Baltimore, MD 21205

Garwyn Medical Center
2300 Garrison Boulevard
Baltimore, MD 21215

Harford Road
5610 Harford Road
Baltimore, MD 21218

Mondawmin Mall
2401 Liberty Heights Ave.
Baltimore, MD 21225

Bon Secours Hospital
26 N. Fulton Ave
Baltimore, MD 21215

Edmondson Village
4536 Edmondson Ave
Baltimore, MD 21229

Baltimore City WIC DSS
2000 North Broadway Street
Baltimore, MD 21213

Baltimore City Outreach
2011 Linden Avenue
Baltimore, MD 21217

DSS Reisterstown
5818 Reisterstown Rd.
Baltimore, MD 21215

Appendix 7. – Sample Budget Package

See attached excel spreadsheet to submit sample budget package in accordance with the Budget Instructions (Appendix 6) and instructions set forth in section 5.3.2.F.6.