



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

**MARYLAND EMERGENCY SYSTEM FOR ADVANCE REGISTRATION
OF VOLUNTEER HEALTH PROFESSIONALS (ESAR-VHP)**

RFP NUMBER: OCMP-24-22026

ISSUE DATE: JULY 25, 2023

NOTICE

A Prospective Offeror that has received this document from a source other than eMaryland Marketplace (eMMA) <https://procurement.maryland.gov> should register on eMMA. 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: Maryland Emergency System for Advance Registration of Volunteer Health Professional (ESAR-VHP)
Solicitation No: 24-22026**

1. If you have chosen not to respond to this solicitation, please indicate the reason(s) below:
 - Other commitments preclude our participation currently
 - 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 (MDH)
KEY INFORMATION SUMMARY SHEET

Request for Proposals	Services, IT- Maryland Emergency System for Advance Registration of Volunteer Health Professionals (ESAR-VHP)
Solicitation Number:	24-22026
RFP Issue Date:	July 25, 2023
RFP Issuing Office:	Maryland Department of Health (MDH or the "Department")
Procurement Officer: e-mail:	Calvin Johnson Office of Contract Management and Procurement 201 W. Preston Street Baltimore, MD 21201 mdh.solicitationquestions@maryland.gov
Proposals are to be sent to:	Submit via eMMA
Pre-Proposal Conference:	August 04, 2023, 11:00-11:45 Local Time via conference call 1-401-315-8889 PIN# 953 706 396 See Attachment A for directions and instructions.
Questions Due Date and Time	August 11, 2023, Local Time 2:00 p.m.
Proposal Due (Closing) Date and Time:	August 21, 2023, Local Time 2:00 p.m. Offerors are reminded that a completed Feedback Form is requested if a no-bid decision is made (see page iv).
MBE Subcontracting Goal:	0%
VSBE Subcontracting Goal:	0%
Contract Type:	Firm Fixed Price
Contract Duration:	Two (2) year base period with three (3) one-year option periods. Startup (FY 24)
Primary Place of Performance:	The Contractor's location
SBR Designation:	No
Federal Funding:	Yes

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1 Minimum Qualifications

1.1 Offeror Minimum Qualifications

As part of the determination 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 have three (3) years of experience providing an Emergency System for Advance Registration of Volunteer Health Professionals (ESAR-VHP) type registry system as either hosted or a Software-as-a- Service (SaaS).
- 1.1.2** As proof of meeting this requirement, the Offeror shall provide with its Proposal, three (3) references from the past five (5) years able to attest to the Offeror's experience in providing ESAR-VHP services.
 - 1.1.3** At a minimum, references should include name, title, organization, email, phone number, contract title, contract duration, description of the services provided by the Offeror and a description of the value added to the organization by the services of the Offeror.

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2 Contractor Requirements: Scope of Work

2.1 Summary Statement

- 2.1.1 The State of Maryland Department of Health (MDH or the "Department") is issuing this Request for Proposals (RFP) to obtain a 'Registry System' that is a federally compliant Emergency System for Advanced Registration of Volunteer Health Professionals (ESAR-VHP) for the registration, credential validation, management, and deployment of volunteers. Such a Registry System shall be provided as a SaaS.
- 2.1.2 It is the State's intention to obtain products/services, as specified in this RFP, from a Contract between the selected Offeror and the State.
- 2.1.3 The Department intends to make a single award as a result of this RFP. See RFP **Section 4.9 (Award Basis)** for more Contract award information.
- 2.1.4 An Offeror, either directly or through its subcontractor(s), must be able to provide all products/services and meet all 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.
- 2.1.5 The State does not wish to procure a software application still under development. The COTS software utilized in the solution shall be operational (i.e., not under development) and generally available by the due date of the Proposal.

2.2 Background, Purpose and Goals

- 2.2.1** The national ESAR-VHP program provides guidance and assistance for the development of standardized state-based programs for registering and verifying the credentials of volunteer health professionals in advance of an emergency or disaster. Each state program collects and verifies information on the identity, licensure status, privileges, and credentials of volunteers. The establishment of state programs built to a common set of national standards give each State the ability to quickly identify and assist in the coordination of volunteer health professionals in an emergency.
- 2.2.2** The Department wishes to establish a ‘Registry System’ meeting federal ESAR-VHP guidelines and the Department’s requirements as outlined in this RFP. The Registry System will manage, track, and maintain the records of both health and non-health volunteers thus integrating the State’s ESAR-VHP volunteers and the State’s Medical Reserve Corps (MRC) volunteers into one system (hereafter referred to as the Registry System). The national ESAR-VHP program provides guidance and assistance for the development of standardized state-based programs for registering and verifying the credentials of volunteer health professionals in advance of an emergency or disaster. Each state program collects and verifies information on the identity, licensure status, privileges, and credentials of volunteers. The establishment of state programs built to a common set of national standards gives each state the ability to quickly identify and assist in the coordination of volunteer health professionals in an emergency. The Registry System must have the following capabilities: registers volunteers; applies emergency credentialing standards to registered volunteers; allows for verification of the identity, credentials and qualifications of licensed/registered volunteers in an emergency. The Registry System should also protect the confidentiality of the registered volunteers; track training and attendance for each volunteer and allow for easy and regular updating of same; differentiate deployment preferences for each volunteer; allow for subgrouping of volunteers into local units; and perform initial comprehensive and continuously update background check of all registered volunteers. See Appendix 7 for a full list of requirements.
- 2.2.3** The MRC is a national network of community-based volunteer units that focus on improving the health, safety and resiliency of their local communities. MRC units organize and utilize public health, medical and other volunteers to support existing local agencies with public health activities throughout the year, and with preparedness and response activities for times of need. Initial data is available in the comma separated value (CSV) (excel spreadsheet) file format and will need to be migrated into the Registry System as part of data migration. The initial data will be provided by the Contract Monitor.
- 2.2.4 State Staff and Roles and Responsibilities**
- A. In addition to the Procurement Officer and Contract Monitor, the State will furnish subject matter experts to support the configuration of the Registry System.
 - B. The Department is responsible for providing required information, data, documentation, and test data to facilitate the Contractor’s performance of the work.

2.3 Responsibilities and Tasks

2.3.1 The Contractor shall furnish as part of this Contract:

2.3.1.1 Initial Department setup with Contractor's Registry System including testing and data migration

2.3.1.2 Initial Department training as further described below

2.3.1.3 ESAR VHP SaaS to include technical support

2.3.1.4 Program Management

A. Project management plan and schedule to schedule tasks needed to transition MDH from its legacy system to the new Registry System.

2.3.2 Federally Compliant ESAR-VHP

The Contractor shall furnish and implement a federally compliant ESAR-VHP Registry System for the Department including the following services.

A. Migration/importing of existing data

B. Configuration

1) Automatic Program Interfaces (API's) or other data mapping vehicles

2) User experience (profile rights/restrictions)

C. Technical support services including training

D. Backup and disaster recovery services

2.3.3 Business Analysis

2.3.3.1 The Contractor shall perform such business analysis, and requirements elicitation and configuration to support the implementation of the items described in this RFP so that the Registry System supports the functional requirements listed in the 'System Requirements' described in **Section 2.3.8** and in the Table in **Appendix 7** with the following:

A. System Support Requirements

1) The Contractor shall provide immediate, live Help Desk 24/7/365 technology support by Contractor Personnel, whose staff meets the requirements outlined in **Section 3.7** and appropriate Maryland State security clearances and are in the continental U.S. or Canada.

B. System Backup and Disaster Recovery Requirements

1) As part of the Technical Proposal, the Offeror shall propose a best practice Backup and Disaster Recovery Plan (BDR; BDR Plan; Plan) for the Registry System and associated applications and databases in accordance with **Section 3.5.1**. The Plan shall be based on the Offeror's expertise, experience and best practices, shall include a combination of technology and logistics, which may incorporate remotely located redundant/multi-site hosting facilities; redundant geographically dispersed ISP's, kinetic flywheels, diesel generators, redundant power

sources, redundant cloud providers, automatic failover, load balancing and/or any process or system the Offeror may be expert at; all of which will facilitate the successful Offeror's ability to meet or exceed the Service Level Agreement column of the **Response and Resolution Time Table (Section 2.6.5)**. The expectation of the State is a for a comprehensive solution provided by the Contractor.

- 2) The Registry System and any supporting systems and applications shall be backed-up automatically on an incremental cycle proposed in the Offeror's recommended BDR Plan or as otherwise specified by the Contract Monitor.

2.3.4 Implementation Approach

The Contractor shall implement the Registry System and the functions identified in **Section 2.6** that includes but is not limited to the following:

- A. Robust planning and progress tracking
- B. Integrated project schedule which shall:
 - 1) Be prepared and/or delivered using Microsoft Project, or a similar tool mutually agreed upon between the Department and the Contractor, providing a schedule for the tasks needed to transition MDH from its legacy system to the new Registry System (**See Section 2.3.1.4**).
 - 2) Include all State, Contractor, and third-party vendors tasks that must be completed to implement and deploy the new Registry System.
 - 3) Be used as a project baseline to track progress on the implementation.
- C. **Implementation Plan and High-level Schedule** that details all relevant activities for the deployment (transition period) of the new Registry System. The implementation schedule will be updated to document any changes or reconcile tasks progressively elaborated as the Registry System is deployed.
- D. **Data Migration Strategy/Plan** including, source-to-target mapping specifications, conceptual and logical data models, and any business rules necessary for migration.
- E. Demonstrating non-visual access compliance early, and as part of ongoing acceptance criteria (see **Section 2.3.10 B**).
- F. System configuration, including workflow and data-processing documentation.
- G. Multiple environment setup (as more fully described in **Section 2.3.6**) for an enterprise-quality implementation with separate environments as necessary for development, testing, training, and production. It must also include failover, backup, and disaster recovery setup sufficient to meet Department's needs.
- H. System User and Administrative Training, with documentation. (As more fully described in **Section 2.3.7**.)
- I. Data migration from existing systems:
 - 1) The Contractor shall migrate data from the current Registry System and as necessary develop conversion routines and build data port assignments for batch data import.

- 2) The proposed solution should support one-time as well as incremental data migration patterns during the transition period.
- J. Configuration and connectivity services to other systems, including all APIs available for at least, but not limited to the agencies listed in **Appendix 7- 2.6.4.C**.
- K. Support of user acceptance testing performed by the Department, in order to ensure that all core functionalities are readily accessible for production use.
- L. Planning, performing tests and documenting test results to indicate the entire Registry System, including ESAR-VHP, is ready for production deployment.
- M. Integration testing with internal Department systems and external systems.
- N. System Documentation to include documentation for each Registry System environment. Such environment documentation will be created and maintained by the Contractor during the Contract and, as appropriate, kept up to date during any break/fix and O&M period. All documents become property of the State.
- O. Providing all documentation, including any documentation updates, to the Contract Monitor fifteen (15) Business Days prior to each scheduled implementation date.

2.3.5 Registry System Interfaces

- A. The Registry System requires interfaces to a variety of systems at the State and within some agencies. The Contractor shall coordinate with MDH on the Registry System's technical capabilities for periodic and/or event-based interface processing, including error handling, auditing and security.
- B. The Registry System shall interface with the systems: listed in **Appendix 7- 2.6.4.C**.

2.3.6 Registry System Environment Requirements

- A. The Contractor shall furnish operating environments sufficient for all phases of the system life cycle. Some may be temporary (e.g., to support data conversion) while others will be required for the life of the State's use of the Registry System (e.g., production, BDR). The Contractor is to list the number, purpose and life cycle of each of the environments required throughout the life of this Registry System. For each environment, please also indicate its size relative to production (e.g., "the training environment will contain a couple of sample records and about 10% of the data volume of production.")
- B. The Contractor shall describe the environments to be furnished.
- C. The Contractor shall propose and establish a roll-back process addressing recovery from potential faults arising/discovered during testing, implementation and migration of data and systems.

2.3.7 Training

- A. The Contractor shall provide a comprehensive training program that addresses the requirements of all defined user type/roles and State system support staff.
- B. Training programs shall be developed and implemented for different roles and user types, including but not limited to:
 - 1) Volunteers
 - 2) Registry System administrators/coordinators in the Department

- 3) Registry System local administrators from the local health departments
 - 4) Any designated 3rd party that isn't the State
- C. The proposed training program shall describe at a minimum:
- 1) Types of training recommended (instructor-led, computer-based training, webinar, etc.) for each user type/role,
 - 2) Hours of training planned for each user type,
 - 3) Training syllabus/curriculum outlines,
 - 4) Training materials, and
 - 5) Training plan that includes all the above.
- D. The Contractor shall establish a training environment either within the Registry System environment as outlined in **2.3.6** or elsewhere that remains independent of the production environment.
- E. The Contractor shall provide training for each user type/role.
- F. All training materials shall be available via the Registry System and, where applicable, from within the application in the form of pop-ups.
- G. Training materials shall consist of at least the following:
- 1) User guides
 - 2) How-to documentation and/or videos
 - 3) FAQs, as appropriate
 - 4) Help buttons in the Registry System
 - 5) Informational pop-ups in the Registry System
- H. The Offeror shall customize existing training presentations and materials, addressing modifications, configurations and procedures and shall employ MDH's terminology (e.g., call it the Maryland Responds Registry System rather than ESAR-VHP system) and implementation.
- I. In addition to training during the initial implementation, the Offeror shall provide annual refresher training scheduled annually at the State's discretion.

2.3.8 System Requirements

The Offeror shall review each of the system requirements listed below and shall respond in **Column D of Appendix 7** – System Requirements Table to indicate if described Functional Requirement a) is a *Standard Feature in the System* (i.e., functions out of the box or after a normal configuration/setting.), b) *Requires Customization* (i.e., code writing or code manipulation beyond typical configuration/settings) or c) is *Not Available* with the proposed system.

2.3.8.1 Registry System Requirements

2.3.8.2 Volunteer Data Information Requirements

2.3.8.3 Registry System Alerting & Notification Requirements

- 2.3.8.4** Credentialing Requirements
- 2.3.8.5** Response Groups/Team Requirements
- 2.3.8.6** Help Features and Tools Requirements
- 2.3.8.7** Mapping and Graphical Requirements
- 2.3.8.8** Software Interoperability Requirements
- 2.3.8.9** System Management Requirements
- 2.3.8.10** System Security Requirements
- 2.3.8.11** Web Hosting Requirements
- 2.3.8.12** General Product Requirements

- A. Offerors may propose open-source Software; however, the Offeror must provide operational support for the proposed Software as part of its Proposal.
- B. The Offeror shall be authorized to furnish the proposed products/services. Offerors proposing to resell services of another entity shall provide a letter of authorization by such other entity.
- C. No international processing for State data: As described in **Section 3.7 Security Requirements**, Offerors are advised that any processing or storage of data outside of the continental U.S. is prohibited.
- D. In addition to any notices of renewal sent to the Department, Offerors shall email notices of renewal to the e-mail address designated by the Contract Monitor.

2.3.9 Contractor-supplied Hardware, Software, and Materials

- A. SaaS applications shall be accessible from various client devices through a thin client interface such as a Web browser (the way Web-based email is accessible) or through a program interface.
- B. The State shall be permitted limited access to user-specific application configuration settings.
- C. The Contractor is responsible for the acquisition and operation of all hardware, software and network support specific to the services being provided and shall keep all software current.
- D. All Upgrades and regulatory updates shall be provided at no additional cost.
- E. The State requires that the Contractor price individual software modules separately.
- F. The Offeror shall install and provide all documentation for the services furnished under this Contract.

2.3.10 Required Project Policies, Guidelines and Methodologies

- A. The Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting Information Technology projects, which

may be created or changed periodically. The Offeror is required to review all applicable links provided below and state compliance in its response.

- B. It is the responsibility of the Contractor to ensure adherence and to remain abreast of new or revised laws, regulations, policies, standards and guidelines affecting project execution. These include, but are not limited to:
- 1) The State of Maryland System Development Life Cycle (SDLC) methodology at: www.DoIT.maryland.gov - keyword: SDLC
 - 2) The State of Maryland Information Technology Security Policy and Standards at: www.DoIT.maryland.gov - keyword: Security Policy
 - 3) The State of Maryland Information Technology Non-Visual Standards at: <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>
 - 4) ESAR-VHP Interim Technical & Policy Guidelines, Standards, and Definitions document and Compliance Requirements in **Appendix 5** and ESAR-VHP Interim Technical and Policy Guidelines, Standards, and Definitions: System Development Tools (April 19, 2010) in **Appendix 6**.
 - 5) The Contractor shall follow project management methodologies consistent with the most recent edition of the Project Management Institute's Project Management Body of Knowledge Guide

2.3.11 Maintenance and Support

Maintenance and support, and Contractor's ongoing maintenance, warranty, and support obligations, are defined as follows:

- A. Maintenance commences at the Department's acceptance of the Registry System setup after all testing is complete. Invoicing for the annual recurring fees shall commence after the Department's acceptance.
- B. Support shall be provided for superseded releases and back releases still in use by the State or by any other Contractor customers using similar software and/or service.
- C. For the entire term of the Contract, the Contractor shall provide the following warranty services for the current version and one previous version of any Software and/or services provided with the deliverables, commencing upon acceptance date of the Registry System.
- 1) The ongoing cost of all licensing for incidental or supporting Software or applications necessary to complete this Registry System such as server OS, backup solutions or databases shall be included.
 - 2) Error Correction. Upon notice by the State of a problem with the Software (which problem can be verified), reasonable efforts to correct or provide a working solution for the problem.
 - 3) Material Defects. Contractor will notify the State of any material errors or defects in the deliverables known or made known to Contractor from any source during the life of the Contract that could cause the production of inaccurate or otherwise materially incorrect results. The Contractor shall initiate actions as may be commercially necessary or proper to effect corrections of any such errors or defects.

- 4) Updates. The Contractor will provide to the State at no additional charge all new version releases and bug fixes (collectively referred to as “Updates”) for any Software developed or published by the Contractor and made available to its other customers.
- D. The Contractor shall perform the following recurring activities:
- 1) Operations tasks
 - 2) Troubleshooting (actual problem resolution may be under non-recurring duties below)
 - 3) Virus scans
 - 4) Database maintenance
 - 5) Data back-ups
 - 6) User support
 - 7) Activity reporting
- E. Initial End User Support
- 1) The Contractor shall furnish ‘Help Desk’ services as initial end-user support for all users of the Registry System.
 - 2) Help Desk services shall be available during Normal State Business Hours, which 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. The exception to this is Emergency/High Priority issues which is detailed in 2.3.11 F.
 - 3) A ticket tracking system shall be provided, maintained and used by the Contractor and made available for State users of the Registry System to use to submit trouble tickets, get status on and update tickets. This ticketing system shall be available for initial end-user support as well as technical support, described in F, below, and shall be capable of providing and tracking at a minimum:
 - a) Ticket numbers and email notifications
 - b) Responses, notes and status updates
 - c) Tracking and time stamps
 - d) Summary reports
 - 4) MDH personnel will be provided access to read Contractor Help Desk tickets, either through direct access to the Help Desk system, email, RSS feed, etc.
 - 5) Help Desk services shall be furnished using Contractor Personnel familiar with the Registry System.
- F. Technical Support (escalation)
- 1) The Contractor shall aid MDH for the services or Registry System furnished under the Contract, after initial end-user support confirms a technical issue that requires additional troubleshooting capabilities.

- 2) The Contractor shall provide 24x7 Technical/Help Desk support for Emergency and High Priority issues. MDH shall be able to contact the Contractor's technical support by phone, text (SMS) or email and receive a response from the technical support team member as per the response in the Response and Resolution Timetable in **Section 2.6.5** of the initial contact for Emergency and High Priority issues (see **Section 2.6 Service Level Agreement**).
- 3) Contractor Personnel providing technical support shall be familiar with the State's account (i.e., calls shall not be sent to a general queue).
- 4) Calls for non-emergency service requests shall be returned as per the response in the Response and Resolution Timetable in **Section 2.6.5** or by the start of the following Business Day if after Normal State Business Hours.
- 5) The Contractor shall keep MDH personnel informed regarding the status and progress of technical issues by email or phone at least once per hour during any complete or partial System outage resulting from a technical problem.
- 6) The Contractor shall prepare, for MDH, a complete incident report or after-action report of complete or partial Registry System outages requiring technical support. Such reporting shall include:
 - a) Contractor Personnel involved in the technical support incident
 - b) The root cause and any secondary causes of the outage or technical problems
 - c) Steps taken by the Contractor to resolve the technical problems; and
 - d) Any unresolved issues or additional steps to be taken by the Contractor's technical support team to prevent a recurrence of the problem in the future.

2.3.11.1 Offeror shall submit a proposed Backup and Disaster Recovery Plan (BDR Plan) which:

- A. Describes Offeror's approach to backups of,
 - 1) Application servers
 - 2) Database servers
 - 3) Agreed upon volumes
- B. Meets or exceeds the redundancy, data backup and disaster recovery requirements in **Section 3.5.1**.
- C. Meets or exceeds return to service needs of MDH as described in the SLA in **Section 2.6**.
- D. Ensures compliance with the termination of Contract data retention requirements in **Attachment M Section 5**, regardless of backup type and/or location.
- E. Includes geographically diverse, Contractor supported, collocations.
- F. Provides restoration of data from a backup at the Department's request within 1 hour of request during Normal State Business Hours or during an Emergency Priority issue.

- G. Provides encryption of backed up data using a shared key.
- H. Is validated regularly by way of scheduled, on demand and/or as-needed recovery demonstrations meeting or exceeding times in the SLA in **Section 2.6**.

2.4 Deliverables

2.4.1 Deliverable Submission

- A. For every deliverable, the Contractor shall request the Contract Monitor confirm receipt of that deliverable by sending an e-mail identifying the deliverable name and date of receipt.
- B. For every deliverable, the Contractor shall submit by e-mail an Agency Deliverable Product Acceptance Form (DPAF), provided as **Appendix 3**, to the Contract Monitor in MS Word within two (2) versions of the current version.
- C. Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project and/or Microsoft Visio within two (2) versions of the current version. At the Contract Monitor's discretion, the Contract Monitor may request one hard copy of a written deliverable.
- D. A standard deliverable review cycle will be elaborated and agreed-upon between the State and the Contractor. This review process is entered into when the Contractor submits a deliverable.
- E. For any written deliverable, the Contract Monitor may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in **Section 2.4.4**. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (except for deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified).

2.4.2 Deliverable Acceptance

- A. A final deliverable shall satisfy the scope and requirements of this RFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in **Section 2.4.3**, Deliverable Descriptions/Acceptance Criteria.
- B. The Contract Monitor shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The Contract Monitor is responsible for coordinating comments and input from various team members and stakeholders. The Contract Monitor is responsible for providing clear guidance and direction to the Contractor in the event of divergent feedback from various team members.
- C. The Contract Monitor will issue to the Contractor a notice of acceptance or rejection of the deliverable in the DPAF (**Appendix 3**). Following the return of the DPAF indicating "Accepted" and signed by the Contract Monitor, the Contractor shall submit a proper invoice in accordance with the procedures in **Section 3.3**. The invoice must be accompanied by a copy of the executed DPAF, or payment may be withheld.
- D. In the event of rejection, the Contract Monitor will formally communicate in writing any deliverable deficiencies or non-conformities to the Contractor, describing in those deficiencies what shall be corrected prior to acceptance of the deliverable in sufficient

detail for the Contractor to address the deficiencies. The Contractor shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time for correction.

2.4.3 Minimum Deliverable Quality

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

Each deliverable shall meet the following minimum acceptance criteria:

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

2.4.4 Deliverable Descriptions/Acceptance Criteria

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

Deliverables Summary Table*

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.4.4.1	Integrated Project Schedule	Microsoft Project schedule demonstrating tasks, task estimates, resource assignments, and dependencies for both Department and Contractor Personnel, with tasks no less than 8 hours and no greater than 80 hours.	Initial Delivery: NTP+ 10 days Updates: Weekly
2.4.4.2	Implementation	To include ‘Implementation Plan’ delivered TBD giving details of all relevant activities no later than the last Business Day of each week for the first three (3) months of deployment including	Due Date: TBD Operational Dates: TBD

		data migration and training, followed by or in conjunction with implementation to be completed.	
2.4.4.3	Data Migration	Migration of data into the new system including piloting/testing of the system and making corrections/changes as necessary.	Due Date: TBD
2.4.4.4	Training	Various user levels are trained in the use of the system.	Due Date: TBD by Contract Monitor
2.4.4.5	Monthly Diagnostic Reports	In support of 2.6.2	Due Date: no later than 5 days after the end of the month
2.4.4.6	Monthly Outage Reports	In support of 2.6.2	Due Date: no later than 5 days after the end of the month

*The deliverables summary table may not list every contractually required deliverable. Offerors and Contractors should read the RFP thoroughly for all Contract requirements and deliverables.

2.5 Optional Features or Services, Future Work

- 2.5.1 Upon request and at the State’s sole option, the Contractor shall provide additional services and cost estimates in support of future scope changes, enhancements, training or legislative mandates. Any additional services shall be requested through the Work Order process as outlined in Section 3.14. The specific scope of work shall be discussed and agreed upon by the vendor and MDH. Invoices for these services will reference the specific agreement.
- 2.5.2 The Contractor shall ensure that technical resources and services (i.e., Software and training) are available to address future requirements.

2.6 Service Level Agreement (SLA)

MDH, in conjunction with the selected Offeror, intends to establish this Service Level Agreement (SLA) for the operations and technical/Help Desk support of the ESAR-VHP compliant SaaS Registry System. It is the intent of this section to specifically define the minimum SLA criteria that is required by MDH. The technical requirements that are presented throughout this RFP represent MDH’s minimum requirements. The Offeror shall detail in their Proposal its understanding of and compliance with the requirements in the RFP, including how the Offeror will comply with the SLA. The Offeror shall carefully consider the resources that will be required to meet the SLA.

2.6.1 Definitions

- A. A “Problem” is defined as any situation or issue reported via a Help Desk ticket that is related to the system operation that is not an enhancement request.
- B. “Problem Service Priorities” are defined as follows:
 - 1) Emergency Priority - Emergency is the highest priority assigned to a problem.
 - a) A total loss of basic system function is assigned an Emergency Priority. Major portions of the SaaS are inaccessible/impaired. Users are unable to

- work, or to perform some portion of their job. There is no ability to support a current or emanate activation. Or,
- b) High profile users (i.e., System Coordinators/Administrators and local administrators) and/or more than 50% of users are impacted.
 - c) In an Emergency Priority situation, the Contractor shall respond in accordance with the table in **Section 2.6.5** and shall continue work 24X7X365 until the item is resolved. Resources may be pulled from other issues if necessary.
 - d) In an Emergency Priority situation, the Contractor shall reach out to the State with acknowledgement and initial assessment immediately, and
 - e) Shall provide periodic status reports every 15 minutes thereafter until resolved or downgraded.
 - f) In an Emergency Priority situation, the Contractor shall have the affected system/service returned to full service within one (1) hour. (Offeror to propose this timeframe from BDR plan) of notification or discovery of the Emergency Priority situation.
- 2) High Priority- High is more common and lower Priority than Emergency.
- a) The Registry System experiencing degraded performance shall be prioritized as High Priority when the degradation represents a negative impact on support of current or emanate activations, or on multiple, routine functionalities. Or,
 - b) High profile users (i.e., System Coordinators/Administrators and local administrators) and/or more than 50% of users are impacted.
 - c) In a High Priority situation, the Contractor shall respond and start work during normal business hours w/in established response time in accordance with the table in **Section 2.6.5**. Work on high priority issues shall not be abandoned in favor of lower priority issues. The Contractor may pull/reassign resources from lower priority issues to reach resolution if necessary. Resources may, likewise, be redirected to Emergency Priority issues, but not to lower priority issues until resolved.
 - d) In a High Priority situation, the Contractor shall communicate updates to the State every 60 mins. (Offeror to propose this timeframe from BDR plan) until resolved.
 - e) In a High Priority situation, the Contractor shall respond to such discovery or notification within 60 mins. (Offeror to propose this timeframe from BDR plan).
 - f) In a High Priority situation, the Contractor shall have the affected system return to service within three (3) hours. (Offeror to propose this timeframe from BDR plan) of notification or discovery.
- 3) Normal Priority- Normal is the most common priority.
- a) An aspect of the Registry System is experiencing degraded performance shall be assigned a Normal Priority when there is a negative impact on general functionality but there is other productive work the State can perform within the Registry System while this issue remains.

- b) Affects one or more users.
 - c) The Contractor shall respond and start work on a Normal Priority issue during normal business hours w/in established response time in accordance with the table in **Section 2.6.5**. The Contractor shall work this issue during normal business hours until resolved. Resources may be redirected to Emergency or High Priority issues.
 - d) In a Normal Priority situation, the Contractor shall communicate status updates to the State every 90 minutes (Offeror to propose this timeframe from BDR plan) until resolved.
 - e) In a Normal Priority situation, the Contractor shall respond to such discovery or notification within 90 minutes. (Offeror to propose this timeframe from BDR plan).
 - f) In a Normal Priority situation, the affected system/service shall be return to service within six (6) hours. (Offeror to propose this timeframe from BDR plan).
- 4) Scheduled Priority- Scheduled is the lowest priority.
- a) A priority of Scheduled is assigned to a ticket having a minimal or no impact on normal functionality of the system. This ticket may represent an enhancement to the system or to a user profile, such as on/off boarding or training, changing the look or minor functionality of the system or supporting network.
 - b) Affects one or more users.
 - c) The State will normally initiate a dialog with the Contractor on a Scheduled Priority issue or will agree to schedule the task to be worked during normal business hours after talking with a support staff about this issue.
 - d) Once submitted, the Contractor shall respond within two (2) hours. (Offeror to propose this timeframe from BDR plan) as agreed.
 - e) A communication schedule for updates will also be established by agreement based upon the issue.
 - f) In a Scheduled Priority situation, return to service will be as agreed/scheduled based upon the issue.
- C. A “Problem Response Time” is defined as the length of time within which the Contractor shall acknowledge a problem has been discovered or reported via a trouble ticket and communicated awareness of the problem to the State along with a preliminary assessment, if available.
- D. “Problem Resolution Time” is defined as the period from when the Help Desk ticket is opened to when it is resolved.
- E. “Activation” is defined as a time during which volunteers are needed and called up through the Registry System to respond to an emergency incident or public health event at either the Local, Regional, or State level. Activation may occur with or without an emergency disaster declaration.

2.6.2 Reporting

- A. Monthly diagnostic reports will be used to verify and analyze Contractor conformance with the defined SLA. MDH shall have access to all performance data, in raw and processed form, for the purpose of SLA verification. These reports are due no later than five (5) days following the end of the month.
- B. The Offeror’s Proposal shall describe the measuring and reporting on each performance category (Problem Response Time and Problem Resolution Time) below, monthly. Proposed measurement and reporting tools must be described, as well as how the State will receive the reports e.g., via on-line access, CD-ROM, or other means.
- C. Monthly SLA Outage Credit Reports (Outage Reports) shall be delivered to the Contract Monitor no later than five (5) days following the end of the month as follows:
 - 1) The Offeror shall propose, in the Technical Volume, an outage credit factor based on a percentage of the monthly (or 1/12th of the annual) invoice rate paid to the Contractor by MDH. This factor reflects the Contractor’s best effort/confidence to maximize Registry System Availability.
 - 2) The ticketing system, having the capabilities described in **Section 2.3.11 E**, shall compile Problem Times more than those agreed to in the Response and Resolution Timetable below for inclusion in the Outage Report.
 - 3) The Outage Report shall show the itemized excess Problem Times multiplied by the outage credit factor to arrive at a dollar amount credit to MDH.
 - 4) If the monthly Outage Report shows accumulated Response and Resolution Time beyond established times, the Contractor shall apply the earned outage credit to the next invoice.
 - 5) The outage credit shall not exceed 15% of the invoice amount for the given month.

2.6.3 Registry System Availability

The Registry System must be operational and available to customers 24 hours a day, 365 days per year. This SLA shall address performance of the Registry System availability. The only exception will be for pre-defined systems administration and maintenance. Scheduled downtime must be coordinated with and approved by MDH with at least a seven (7) day advance notice prior to performing the scheduled downtime. Scheduled downtime may not be scheduled during Normal State Business Hours. The Offeror must describe its approach and experience on availability and the scheduling of routine maintenance downtime. The SLA Activation Date shall be the date that all existing data has been migrated to the new Registry System, prior to the start of training for the various user levels.

No.	Service Requirement	Measurement	Service Level Agreement	SLA Credit
1	Scheduled Downtime/ Maintenance	Scheduled maintenance and downtime shall only occur during non-business hours*. The Contractor shall provide 7 calendar days’ notice prior to any scheduled downtime.	<6 hours each month	1%

2.6.4 Performance Monitoring and Problem Resolution

The Offeror shall describe its plans for performance monitoring and Problem resolution. The Offeror shall describe procedures to be included for interfacing and consulting with support/Help Desk staff/systems to identify and correct Problems. The Offeror's plans for regularly performing normal and preventive maintenance shall be included in the Proposal. The Contractor shall perform maintenance at times that will not adversely impact on daily operations. The Contractor shall coordinate maintenance schedules and procedures based on the State's requirements.

2.6.5 Response and Resolution Timetable

The table below shall be completed by the Offeror and submitted with the technical proposal.

Problem Service Priority	Problem Response Time	Problem Resolution Time	Response Availability	Problem or Work Outage Description	Users Affected by Problem
Emergency	Less than 60 minutes	Within 4 hours of first report	24 hours per day, seven days per week	See Section 2.6.1. B	High profile users (i.e., System Coordinators/Administrators and local administrators) and/or more than 50% of users are impacted.
High	Less than 90 minutes	Within 6 hours after first report	24 hours per day, seven days per week	See Section 2.6.1. B	High profile users (i.e., System Coordinators/Administrators and local administrators) and/or more than 50% of users are impacted.
Normal	Within 8 hours	Within 12 after the first report. If the issue is not resolved a resolution plan must be in place.	Mon-Fri, 8AM-5PM	See Section 2.6.1. B	Affects one or more users
Scheduled	Within 24 hours	Within 24 hours as agreed.	Mon-Fri, 8AM-5PM	See Section 2.6.1. B	Affects one or more users

2.6.6 Help Desk Support

- A. 'Help Desk' support shall comply with the description in Section 2.6, SLA. Contractor shall provide support/Help Desk staff/system by which the Contractor shall:
 - 1) Comply with all SLA standards, Problem Response/Resolution Times (see table in **Section 2.6.5**), and Contractor responsibilities.

- 2) Be responsible for compliance by all subcontractors with all performance measurements.
 - 3) Provide a monthly report to monitor and detail Problem Response Times and Problem Resolution Times.
 - 4) Log Problems into the Contractor-supplied Help Desk system and assign an initial severity (Emergency, High, Normal or Scheduled) as defined in the Response and Resolution Timetable.
 - 5) Respond to and update all Problems, including recording when a Problem is resolved and its resolution. (Appropriate Department personnel shall be notified when a Problem is resolved.)
 - 6) Review any Problem with MDH to establish a remediation plan and relevant target dates.
- B. The Department will make the final determination regarding assignment of priority level.

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3 Contractor Requirements: General

3.1 Contract Initiation Requirements

The Contractor shall schedule a kickoff meeting with the Department for no more than ten (10) Business Days following the Notice to Proceed (NTP). During this kickoff meeting, the Contractor shall, at a minimum:

- A. Review their project approach
- B. Review their current implementation schedule
- C. Identify risks to the implementation.

3.2 End of Contract Transition

3.2.1 The Contractor shall cooperate in the orderly transition of services from the Contract awarded under this solicitation to any subsequent contract or to MDH for similar services.

3.2.2 The transition period shall begin ninety (90) days before either the Contract end date, or the end date of any final exercised option or Contract extension. 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.

- A. 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 Contract Monitor.
- B. The Contractor shall support end-of-Contract transition efforts with technical and project support to include but not be limited to:
- C. The Contractor shall provide a draft 'Transition-Out Plan' 180 Business Days in advance of Contract end date.
- D. The Transition-Out Plan shall address at a minimum the following areas:
 - 1) Staffing and any staffing concerns/issues related to the closeout of the Contract.
 - 2) Communications and reporting process between the Contractor, the Department and the Contract Monitor.
 - 3) Security.
 - 4) Any hardware/software inventory.
 - 5) Transfer of any point of contact for required software licenses to the Agencies or a designee.
 - 6) Any final training of Department staff.
 - 7) Connectivity services provided, activities and approximate timelines required for Transition-Out.
 - 8) Knowledge transfer, to include:
 - a) A working knowledge of the current environment as well as the general business practices of the Agencies.

- b) Review with the Agencies the procedures and practices that support the business process and current environment.
 - c) Working knowledge of all technical and functional matters associated with the Registry System, its architecture, data file structure, interfaces, any batch programs, and any hardware or software tools utilized in the performance of this Contract.
 - d) Documentation that lists and describes all hardware and software tools utilized in the performance of this Contract.
 - e) A working knowledge of various utilities and corollary software products used in support and operation of the Registry System.
 - f) Plans to complete tasks and any unfinished work items (including open change requests, and known bug/issues)
 - g) Any risk factors with the timing and the Transition-Out schedule.
- E. The Contractor shall document any risk factors and suggested solutions.
- F. The Contractor shall ensure all documentation and data including, but not limited to, System Documentation and current operating procedures, is current and complete with a hard and soft copy in a format prescribed by the Contract Monitor.
- G. The Contractor shall provide copies of any current daily and weekly back-ups to the Department, or a third party as directed by the Contract Monitor as of the final date of transition, but no later than the final date of the Contract.
- H. Access to any data or configurations of the furnished product and/or services shall be available after the expiration of the Contract as described in **Section 3.2.1**.

3.2.3 Return and Maintenance of State Data

- A. Upon termination or the expiration of the Contract Term, the Contractor shall: (a) return to the State all State data in either the form it was provided to the Contractor or in a mutually agreed format along with the schema necessary to read such data; (b) preserve, maintain, and protect all State data until the earlier of a direction by the State to delete such data or the expiration of 90 days (“the retention period”) from the date of termination or expiration of the Contract term; (c) after the retention period, the Contractor shall securely dispose of and permanently delete all State data in all of its forms, such as disk, CD/DVD, backup tape and paper such that it is not recoverable, according to National Institute of Standards and Technology (NIST)-approved methods with certificates of destruction to be provided to the State; and (d) prepare an accurate accounting from which the State may reconcile all outstanding accounts. The final monthly invoice for the services provided hereunder shall include all charges for the 90-day data retention period.
- B. During any period of service suspension, the Contractor shall maintain all State data in its then existing form, unless otherwise directed in writing by the Contract Monitor.
- C. In addition to the foregoing, the State shall be entitled to any post-termination/expiration assistance generally made available by the Contractor with respect to the services.

3.3 Invoicing

3.3.1 General

- A. The Contractor shall mail the original of each invoice and signed authorization to invoice to the following email address: FinanceOPR.vendors@maryland.gov
- B. All invoices for services shall be verified by the Contractor as accurate at the time of submission.
- C. Invoices submitted without the required information cannot be processed for payment. A 'Proper Invoice,' required as payment documentation, must include the following information, without error:
 - 1) Contractor name and address.
 - 2) Remittance address.
 - 3) Federal taxpayer identification (FEIN) number, social security number, as appropriate.
 - 4) Invoice period (i.e., 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.
 - 10) Amount due.
 - 11) Any additional documentation required by regulation or the Contract.
- D. Invoices that contain both fixed price and time and material items shall clearly identify the items as either fixed price or time and material billing.
- E. 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.
- F. 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.
- G. 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.
- H. 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 shall 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:

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

3.3.3 Deliverable Invoicing

- A. Deliverable invoices shall be accompanied by notice(s) of acceptance issued by the State for all invoices submitted for payment. Payment of invoices will be withheld if a signed DPAF is not submitted (see online example at http://doit.maryland.gov/contracts/Documents/_procurementForms/DeliverableProductAcceptanceForm-DPAFsample.pdf).
- B. Payment for deliverables will only be made upon completion and acceptance of the deliverables as defined in **Section 2.4**.

3.3.4 For the purposes of this 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.
- 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.

3.3.5 Travel Reimbursement

Travel will not be reimbursed under this RFP.

3.3.6 Retainage

This solicitation does not require retainage.

3.4 Liquidated Damages

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 at a location approved by MDH that has the capacity to take over complete production volume of all data.
 - 2) The DR site shall be at least 100 miles from the primary operations site and have the capacity to take over complete production volume in case the primary site becomes unresponsive.
- C. The contingency and DR plans must be designed to ensure that services under the Contract are restored after a disruption within twenty-four (24) hours from notification and a recovery point objective of one (1) hour or less prior to the outage 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 MDH 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 the State with 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 an 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) during 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:
 - Cyber Security / Data Breach Insurance – (For any service offering hosted by the Contractor) five million dollars (\$5,000,000) per occurrence. The coverage must be valid at all locations where work is performed or data or other information concerning the State's claimants or employers is processed or stored.
- 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

- A. Contractor Personnel shall always display his or her company ID badge in a visible location while on State premises. Upon request of authorized State personnel, each Contractor Personnel shall provide additional photo identification.
- B. Contractor Personnel shall cooperate with State site requirements, including but not limited to, being prepared to be always escorted, and providing information for State badge issuance.
- C. 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.
- D. 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** Additional security requirements may be established in a Task Order.
- 3.7.3** The Offeror shall perform the requirements in this section and shall cause its Subcontractors to also perform these requirements, as appropriate.
- 3.7.4** The Offeror shall include the provisions of this section in every applicable subcontract so that such provisions will be binding upon such relevant Subcontractor.
- 3.7.5** The State shall, at its discretion, have the right to review and assess the Offeror's compliance to the security requirements and standards defined in the Contract.
- 3.7.6** The Offeror agrees and Offeror 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.
- 3.7.7 Criminal Background Check**
THIS SECTION IS INAPPLICABLE TO THIS RFP.
- 3.7.8 On-Site Security Requirement(s)**
THIS SECTION IS INAPPLICABLE TO THIS RFP.
- 3.7.9 Information Technology**
- A. Contractors shall comply with and adhere to the State IT Security Policy and Standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available online at: www.doit.maryland.gov – keyword: Security Policy.
- B. The Contractor shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State. The Contractor shall complete any necessary paperwork as directed and coordinated with the Contract Monitor to obtain approval by the State to connect Contractor-owned equipment to a State LAN/WAN.
- 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 way 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:

<https://doit.maryland.gov/policies/Pages/default.aspx>

3.7.10 Data Protection and Controls

- A. Contractor shall ensure a secure environment for all State data and any hardware and software (including but not limited to servers, network and data components) provided or used in connection with the performance of the Contract and shall apply or cause application of appropriate controls to maintain such a secure environment (“Security Best Practices”). Such Security Best Practices shall comply with an accepted industry standard, such as the NIST cybersecurity framework.
- B. To ensure appropriate data protection safeguards are in place, the Contractor shall always implement and maintain the following controls throughout the Term of the Contract (the Contractor may augment this list with additional controls):
 - 1) Establish separate production, test, and training environments for systems supporting the services provided under the Contract and ensure that production data is not replicated in test or training environment(s) unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements. The Contractor shall ensure the appropriate separation of production and non-production environments by applying the data protection and control requirements listed in **Section 3.7.6**.
 - 2) Apply hardware and software hardening procedures as recommended by Center for Internet Security (CIS) guides <https://www.cisecurity.org/>, Security Technical Implementation Guides (STIG) <https://public.cyber.mil/stigs/>, or similar industry best practices to reduce the systems’ surface of vulnerability, eliminating as many security risks as possible and documenting what is not feasible or not performed according to best practices. Any hardening practices not implemented shall be documented with a plan of action and milestones including any compensating control. These procedures may include but are not limited to removal of unnecessary software, disabling or removing unnecessary services, removal of unnecessary usernames or logins, and the deactivation of unneeded features in the Contractor’s system configuration files.
 - 3) Ensure that State data is not comingled with non-State data through the proper application of compartmentalization Security Measures.
 - 4) Apply data encryption to always protect Sensitive Data, including in transit, at rest, and when archived for backup purposes. Unless otherwise directed, the Contractor is responsible for the encryption of all Sensitive Data.
 - 5) For all State data the Contractor manages or controls, data encryption shall be applied to such data in transit over untrusted networks.
 - 6) Encryption algorithms which are utilized for encrypting data shall comply with current Federal Information Processing Standards (FIPS), “Security Requirements for Cryptographic Modules”, FIPS PUB 140-2:
<http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf>
<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>
 - 7) Enable appropriate logging parameters to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers and information security standards, including Maryland Department of Information Technology’s Information Security Policy.

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

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

3.7.11 Security Logs and Reports Access

- A. For a SaaS or non-State hosted solution, the Contractor shall provide reports to the State in a mutually agreeable format.
- B. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State files related to the Contract.

3.7.12 Security Plan

- A. The Contractor shall protect State data according to a written security policy ("Security Plan") no less rigorous than that of the State and shall supply a copy of such policy to the State for validation, with any appropriate updates, on an annual basis.
- B. The Security Plan shall detail the steps and processes employed by the Contractor as well as the features and characteristics which will ensure compliance with the security requirements of the Contract.

3.7.13 Security Incident Response

- A. The Contractor shall notify MDH in accordance with **Section 3.7.9 A-B** 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 MDH within twenty-four (24) hours of the discovery of a Security Incident by providing notice via written or electronic correspondence to the Contract Monitor, MDH Chief Information Officer and MDH Chief Information Security Officer;
 - 2) notify MDH 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 MDH within one (1) Business Day after Contractor's discovery of unauthorized use or disclosure of State data and thereafter all information the State (or MDH 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 MDH and its officials and employees from and against any claims, damages, and actions related to the event requiring notification.

3.7.14 Data Breach Responsibilities

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

3.7.15 Additional security requirements may be established in a Work Order.

- 3.7.16 The State shall, at its discretion, have the right to review and assess the Contractor's compliance to the security requirements and standards defined in the Contract.

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 everyone 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

- 3.9.1 A SOC 2 Type 2 Audit applies to the Contract. The applicable trust services criteria are Security, Availability, Confidentiality, and Privacy as defined in the Guidance document identified in Section 3.9.2.
- 3.9.2 In the event the Contractor provides services for identified critical functions, handles Sensitive Data, or hosts any related implemented system for the State under the Contract, the Contractor shall have an annual audit performed by an independent audit firm of the Contractor's handling of Sensitive Data or the MDH's critical functions. Critical functions are identified as all aspects and functionality of the Solution including any add-on modules and shall address all areas relating to Information Technology security and operational

processes. These services provided by the Contractor that shall be covered by the audit will collectively be referred to as the “Information Functions and Processes.” Such audits shall be performed in accordance with audit guidance: Reporting on an Examination of Controls at a Service Organization Relevant to Security, Availability, Confidentiality, and Privacy (SOC 2) as published by the American Institute of Certified Public Accountants (AICPA) and as updated from time to time, or according to the most current audit guidance promulgated by the AICPA or similarly-recognized professional organization, as agreed to by the MDH, to assess the security of outsourced client functions or data (collectively, the “Guidance”) as follows:

- 3.9.3** The type of audit to be performed in accordance with the Guidance is a SOC 2 Type 2 Audit (referred to as the “SOC 2 Audit” or “SOC 2 Report”). All SOC2 Audit Reports shall be submitted to the Contract Monitor as specified in Section F below. The initial SOC 2 Audit shall be completed within a timeframe to be specified by the State. The audit period covered by the initial SOC 2 Audit shall start with the Contract Effective Date unless otherwise agreed to in writing by the Contract Monitor. All subsequent SOC 2 Audits after this initial audit shall be performed at a minimum on an annual basis throughout the Term of the Contract and shall cover a 12-month audit period or such portion of the year that the Contractor furnished services.
- 3.9.4** The SOC 2 Audit shall report on the suitability of the design and operating effectiveness of controls over the Information Functions and Processes to meet the requirements of the Contract, including the Security Requirements identified in Section 3.7, relevant to the trust services criteria identified in 3.9.1: as defined in the aforementioned guidance.
- 3.9.5** The audit scope of each year’s SOC 2 Report may need to be adjusted (including the inclusion or omission of the relevant trust services criteria of Security, Availability, Confidentiality, and Privacy) to accommodate any changes to the environment since the last SOC 2 Report. Such changes may include but are not limited to the addition of Information Functions and Processes through modifications to the Contract or due to changes in Information Technology or the operational infrastructure. The Contractor shall ensure that the audit scope of each year’s SOC 2 Report engagement shall accommodate these changes by including in the SOC 2 Report all appropriate controls related to the current environment supporting the Information Functions and/or Processes, including those controls required by the Contract.
- 3.9.6** The scope of the SOC 2 Report shall include work performed by any subcontractors that provide essential support to the TO Contractor or essential support to the Information Functions and Processes provided to the MDH under the Contract. The Contractor shall ensure the audit includes all such subcontractors operating in performance of the Contract.
- 3.9.7** All SOC 2 Audits, including those of the Contractor, shall be performed at no additional expense to the MDH.
- 3.9.8** The Contractor shall provide to the Contract Monitor, within 30 calendar days of the issuance of each SOC 2 Report, a complete copy of the final SOC 2 Report(s) and a documented corrective action plan addressing each audit finding or exception contained in the SOC 2 Report. The corrective action plan shall identify in detail the remedial action to be taken by the Contractor along with the date(s) when each remedial action is to be implemented.
- 3.9.9** If the Contractor currently has an annual, independent information security assessment performed that includes the operations, systems, and repositories of the Information

Functions and Processes being provided to the MDH under the Contract, and if that assessment generally conforms to the content and objective of the Guidance, the MDH will determine in consultation with appropriate State government technology and audit authorities whether the Contractor's current information security assessments are acceptable in lieu of the SOC 2 Report(s).

- 3.9.10** If the Contractor fails during the Contract term to obtain an annual SOC 2 Report by the date specified in Section 3.9.3, the MDH shall have the right to retain an independent audit firm to perform an audit engagement of a SOC 2 Report of the Information Functions and Processes utilized or provided by the Contractor and under the Contract. The Contractor agrees to allow the independent audit firm to access its facility/ies for purposes of conducting this audit engagement(s) and will provide the necessary support and cooperation to the independent audit firm that is required to perform the audit engagement of the SOC 2 Report. The MDH will invoice the Contractor for the expense of the SOC 2 Report(s) or deduct the cost from future payments to the Contractor.
- 3.9.11** Provisions in Section 3.9.1-2 shall survive expiration or termination of the Contract. Additionally, the Contractor shall flow down the provisions of Section 3.9.1-2 (or the substance thereof) in all subcontracts.

3.10 Experience and Personnel

- 3.10.1** The Offeror must provide proof with its Proposal that the following have been met:
- A. The Offeror shall have three (3) years of experience providing an ESAR-VHP type registry system as either hosted or a Software-as-a- Service (SaaS).
 - B. As proof of meeting this requirement, the Offeror shall provide with its Proposal, three (3) references from the past five (5) years able to attest to the Offeror's experience in providing ESAR-VHP services.
 - C. At a minimum, references should include name, title, organization, email, phone number, contract title, contract duration, description of the services provided by the Offeror and a description of the value added to the organization by the services of the Offeror.

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.
- B. **Incapacitating** – means any health circumstance that substantially impairs the ability of an individual to perform the job duties described for that individual's position in the RFP or the Contractor's Technical Proposal.

3.11.3 Contractor Personnel General Substitution Provisions

The following provisions apply to all 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, MDH 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 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 a 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.

3.12 Minority Business Enterprise (MBE) Reports

THIS SECTION IS NOT APPLICABLE TO THIS RFP.

3.13 Veteran Small Business Enterprise (VSBE) Reports

THIS SECTION IS NOT APPLICABLE TO THIS RFP.

3.14 Work Orders

- A. Additional services and resources will be provided via a Work Order process. Work shall not begin in advance of a fully executed Work Order. A Work Order may be issued for firm fixed price pricing.
- B. Work Order Requests (See sample at http://doit.maryland.gov/contracts/Documents/_procurementForms/WorkOrderSample.pdf) for the provision of services or resources that are within the scope of this RFP will be issued to the Contractor. The Work Order Request will include:

- 1) Technical requirements and description of the service or resources needed;
 - 2) Performance objectives and/or deliverables, as applicable;
 - 3) Due date and time for submitting a response to the request; and
 - 4) Required place(s) where work must be performed.
- C. The Contractor shall e-mail a response to the Contract Monitor within the specified time and include at a minimum:
- 1) A response that details the Contractor's understanding of the work;
 - 2) A price to complete the Work Order Request using the format provided using the format provided (see online sample).
 - 3) A description of proposed resources required to perform the requested tasks, with labor categories listed in accordance with **Attachment B**.
 - 4) An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks.
 - 5) Contractor's expectations for State-furnished information, work site, and/or access to equipment, facilities, or personnel
 - 6) The proposed personnel resources, including any subcontractor personnel, to complete the task.
- D. The Contract Monitor may contact the Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the Procurement Officer for a determination of compliance with the Contract and a determination whether a change order is appropriate. Written Procurement Officer approval is required before Work Order execution by the State.
- E. Proposed personnel on any type of Work Order shall be subject to MDH approval. The Contractor shall furnish resumes of proposed personnel specifying the labor category(ies) proposed. The Contract Monitor shall have the option to interview the proposed personnel and, in the event of an interview or not, shall notify the Contractor of acceptance or denial of the personnel.
- F. Performance of services under a Work Order shall commence consistent with an NTP issued by the Contract Monitor for such Work Order.

3.15 Additional Clauses

The Contractor shall be subject to the requirements in this section and shall flow down the provisions of **Sections 3.15.1 – 3.15.5** (or the substance thereof) in all subcontracts.

3.15.1 Custom Software

- A. As described in the sample Contract (**Attachment M**), the State shall solely own any custom software, including, but not limited to any API's configured for unilateral or bilateral communications with other agency or non-State databases, any porting protocols/commands/configurations used to import, export, upload or download State data to/from legacy systems or other agency or non-State systems, application modules developed to integrate with a COTS, source-codes, maintenance updates, documentation, and configuration files, when developed under this Contract.

- B. Upon a Offeror's voluntary or involuntary filing of bankruptcy or any other insolvency proceeding, Offeror's dissolution, Offeror's discontinuance of support of any software or system, the Offeror shall convey to the State all rights, title, and interests in all custom software, licenses, software source codes, and all associated System Documentation that comprises any solutions proposed as a part of the Contract. These rights include, but are not limited to, the rights to use, and cause others to use on behalf of the State, said software, software documentation, licenses, software source codes, and System Documentation.

3.15.2 Custom Source Code

- A. For all custom software provided to the State pursuant to any Contract, the Offeror shall either provide the source code directly to the State in a form acceptable to the State or deliver two copies of each software source code and software source code documentation to a State-approved escrow agent at no additional cost to the State following the terms set forth in the sample contract (**Attachment M**) and in **Section 3.15.3** below.
- B. The State shall have the right to audit custom software source code and corresponding software source code documentation for each software product that comprises the solution as represented by the Offeror. This audit shall be scheduled at any time that is convenient for the parties to be present. The State shall be provided with software or other tools required to view all software source code.
- C. The Offeror shall provide the current source code and documentation for all custom software to the State at the time of Contract termination.

3.15.3 Source Code Escrow

Source Code Escrow applies to the Contract. The Contractor shall perform source code escrow as described herein.

- A. The State will be named as a beneficiary under an escrow agreement ("Escrow Agreement") that shall be entered into between the Contractor and an escrow agent ("Escrow Agent") within 5 days of the Contract Effective Date hereof pursuant to which Contractor shall deliver a Source Code Escrow Package to Escrow Agent. The term "Source Code Escrow Package" means a) a complete copy in machine-readable form of the source code and executable code of the software licensed to the State under the Contract; b) a complete copy of any existing design documentation and user documentation; and/or c) complete instructions for compiling and linking every part of the source code into executable code for purposes of enabling verification of the completeness of the source code as provided below. The Escrow Agreement shall govern the maintenance and release of the Source Code Escrow Package, and Contractor agrees to update, enhance, or otherwise modify such Source Code Escrow Package promptly upon each release of a new version of any component thereof. Contractor shall pay all fees and expenses charged by Escrow Agent, including, but not limited to, fees and expenses related to the State being a named beneficiary under the Escrow Agreement. The State shall treat the Source Code Escrow Package as Contractor's confidential information. Under all circumstances, the Source Code Escrow Package shall remain the property of the Contractor. The State shall only use the Source Code Escrow Package as contemplated in the Contract (including, but not limited to confidentiality provisions and usage restrictions). The Escrow Agent shall maintain the Source Code Escrow Package in a repository located in the United States.

- B. If the Escrow Agent either ceases providing escrow services to Contractor or Contractor determines in its reasonable business judgment that the Escrow Agent is no longer providing acceptable services, Contractor shall replace the Escrow Agent with another escrow agent, using an agreement which provides the State with rights no less advantageous than those in the Escrow Agreement. In such case, the new escrow agent shall be substituted in all ways for the incumbent Escrow Agent with respect to **Section 3.15.3.A** above and all references herein to Escrow Agent shall be deemed to include such substitute escrow agent.
- C. The Contractor shall inform the State of the availability of an escrow for any third-party software solutions it provides to the State.
- D. In addition to the rights and obligations contained in the Escrow Agreement referenced in **Section 3.15.3.A**, the State shall have the Software Escrow Package released by the Escrow Agent to the State's possession immediately upon any voluntary or involuntary filing of bankruptcy or any other insolvency proceeding, including but not limited to a general assignment for the benefit of including but not limited to a general assignment for the benefit of creditors, the appointment of a receiver for business or assets; creditors, the appointment of a receiver for business or assets; Contractor's dissolution or liquidation, voluntary or otherwise; the State has compelling reasons to believe that such events will cause Contractor to fail to meet its obligations in the foreseeable future; or Contractor's discontinuance of support or failure to support in accordance with the Contract any software system or if the Contractor is otherwise unable or unwilling to provide the Source Code Escrow Package. This condition will also be considered met if after repeated e-mail and phone requests by the State for service, the State makes a request for service in writing to the Contractor's last known address served by certified signed receipt required mail delivery by U.S. Post Office or by a nationally recognized (in the United States) overnight carrier, and the Contractor remains unresponsive, meaning that the Contractor is unable to acknowledge message receipt, unwilling or otherwise unable to satisfy the request for a period longer than 45 days from attempt to deliver the written request.

3.15.4 Purchasing and Recycling Electronic Products

This section does not apply to this solicitation.

3.15.5 Change Control and Advance Notice

- A. Unless otherwise specified in an applicable Service Level Agreement, the Contractor shall give seven (7) days advance notice to the State of any upgrades or modifications that may impact service availability and performance.
- B. The Contractor may not modify the functionality or features of any SaaS provided hereunder if such modification materially degrades the functionality of the SaaS.

3.15.6 The State of Maryland's Commitment to Purchasing Environmentally Preferred Products and Services (EPPs)

Maryland's State Finance & Procurement Article §14-410 defines environmentally preferable purchasing as "the procurement or acquisition of goods and services that have a lesser or reduced effect on human health and the environment when compared with

competing goods or services that serve the same purpose.” Accordingly, Bidders are strongly encouraged to offer EPPs to fulfill this contract, to the greatest extent practicable.

3.15.7 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. If the solicitation includes an MBE goal, failure to attend the Conference will be taken into consideration as part of the evaluation of an offeror's good faith efforts if there is a waiver request.
- 4.1.3 It is highly recommended that ALL Prime Contractors bring their intended subcontractors to the Conference/Site Visit to ensure that all parties understand the requirements of the contract and the MBE Goal.
- 4.1.4 MBE subcontractors are encouraged to attend the Conference to market their participation to potential prime contractors.
- 4.1.5 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 eMMA**).
- 4.1.6 In order to assure adequate 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.
- 4.1.7 Those wishing to attend the web conference may request a meeting invitation by emailing Tearson Buckner at Tearsa.Buckner@maryland.gov or Karen Hooper at Karen.Hooper1@maryland.gov no later than 2:00 PM on April 02,2023. An invitation e-mail is required for registration, and therefore attendance. Upon receipt of the email, the Procurement Officer will reply with a registration email with a link that may be used to register for the conference. Registration must be completed by 2:00 PM.

4.2 eMaryland Marketplace Advantage (eMMA)

- 4.2.1 eMMA 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 eMMA.
- 4.2.2 In order to receive a contract award, a vendor must be registered on eMMA. Registration is free. Go to emma.maryland.gov, click on "New Vendor? Register Now" 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 (OCMP-24-22026) Maryland Emergency System for Advance Registration of Volunteer Health Professionals (ESAR-VHP)), and shall be submitted in writing via e-mail to the

Procurement Officer at least five (5) business 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 eMMA.
- 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 an 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** 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.
- 4.5.5** Proposals may not be submitted by e-mail or facsimile. Proposals will not be opened publicly.
- 4.5.6** 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 price and evaluation factors set forth in this RFP (see COMAR 21.05.03.03F), for providing the goods and services as specified in this RFP. See RFP **Section 6** for further award information.

4.10 Oral Presentation

Offerors may be required to make oral presentations to State representatives. Oral presentations, to include a live software demonstration, are considered part of the Technical Proposal. Offerors must confirm in writing any substantive oral clarification of, or change in, their Proposals made during 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 eMMA 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 eMMA 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 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).
- 4.13.4** If the services that are the subject of the RFP are currently being provided under an interagency agreement with a public institution of higher education and the State determines that the services can be provided more cost effectively by the public institution of higher education, then the RFP may be cancelled in accordance with Md. Code Ann., State Finance and Procurement Art., § 3-207(b)(2).

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 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 the 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: <https://www.marylandtaxes.gov/forms/state-accounting/static-files/GADX10Form.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**). Additional information is available on GOSBA's website at: <http://www.gomdsmbiz.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 includes e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://procurement.maryland.gov>), 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 eMMA 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
 - 7) The Procurement Officer’s decision on any Proposal protest or Contract claim.
 - B. The Offeror or potential Offeror may use eMMA to:
 - 1) Submit Proposals; Required use of eMMA to accept “Double-envelope” RFP proposals.
 - 2) Ask questions regarding the solicitation.
 - 3) Reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer’s request or direction to reply by e-mail or through eMMA, but only on the terms specifically approved and directed by the Procurement Officer.
 - 4) 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, except through eMMA.
- B. Submission of documents determined by the Department to require original signatures (e.g., Contract execution, Contract modifications) or
- C. 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 Maryland Department of Labor 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, the 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 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 most 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 most 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. If 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 most of the service recipients are located. In this circumstance, the Contract will be determined to be a Tier (enter "1" or "2," depending on where most of the service recipients are located) 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 most 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.
- G. **NOTE:** Whereas the Living Wage may change annually, the Contract price will not change because of a Living Wage change or a change in the State minimum wage.

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 Office of Preparedness and Response is **\$53,251,975.00 in Maryland State fiscal year FY 2023. This represents 93% of all unit funds budgeted for the unit in that fiscal year.** This does not necessarily represent the amount of funding available for any grant, contract, or solicitation.
- 4.29.3** The Contract contains federal funds. The source of these federal funds is: Public Health Emergency Preparedness Program-Hospital Preparedness Program. The **CFDA number is: 93.069-93.889.** 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

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

A HIPAA Business Associate Agreement is not required for this procurement.

4.33 Nonvisual Access

- A. The bidder or offeror warrants that the information technology offered under this bid or proposal (1) provides equivalent access for effective use by both visual and nonvisual means consistent with the standards of §508 of the federal Rehabilitation Act of 1973 and Code of Maryland Regulations 14.33.02; (2) provides an individual with disabilities with nonvisual

access in a way that is fully and equally accessible to and independently usable by the individual with disabilities so that the individual is able to acquire the same information, engage in the same interactions, and enjoy the same services as users without disabilities, with substantially equivalent ease of use; (3) will present information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use; (4) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (5) is available, whenever possible, without modification for compatibility with software and hardware for nonvisual access. The bidder or offeror further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for nonvisual access will not increase the cost of the information technology by more than 15 percent.

- B. Within 18 months after the award of the Contract the Secretary of the Department of Information Technology, or the Secretary's designee, will determine whether the information technology procured under this solicitation and resulting Contract meet the nonvisual access standards set forth in the Code of Maryland Regulations 14.33.02. If the information technology procured under this solicitation does not meet the nonvisual access standards set forth in the Code of Maryland Regulations 14.33.02, the State will notify the bidder or offeror in writing that the bidder or offeror, at its own expense, has 12 months after the date of the notification to modify the information technology in order to meet the nonvisual access standards. If the bidder or offeror fails to modify the information technology to meet the nonvisual access standards within 12 months after the date of the notification, the bidder or offeror may be subject to a civil penalty of a fine not exceeding \$5,000 for a first offense, and a fine not exceeding \$10,000 for a subsequent offense.
- C. The bidder or offeror shall indemnify the State for liability resulting from the use of information technology that does not meet the applicable nonvisual access standards.
- D. For purposes of this regulation, the phrase 'equivalent access' means the ability to receive, use, and manipulate information and operate controls necessary to access and use information technology by nonvisual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

4.34 Mercury and Products That Contain Mercury

This solicitation does not include the procurement of products known to 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

This solicitation does not require a DHS Hiring Agreement.

4.37 Small Business Reserve (SBR) Procurement

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

4.38 Bonds

This solicitation does not include bonds.

4.39 Maryland Healthy Working Families Act Requirements

On February 11, 2018, the Maryland Healthy Working Families Act went into effect. All offerors should be aware of how this Act could affect your potential contract award with the State of Maryland. See the Department of Labor, Licensing and Regulations web site for Maryland Healthy Working Families Act Information: <http://dllr.maryland.gov/paidleave/>.

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5 Proposal Format

5.1 Two Part Submission

Offerors shall submit Proposals in separate volumes (or envelopes):

- A. Volume I – Technical Proposal
- B. Volume II – Financial Proposal

5.2 Proposal Delivery and Packaging

- 5.2.1 Proposals delivered by facsimile and e-mail shall not be considered.
- 5.2.2 Provide no pricing information in the Technical Proposal. Provide no pricing information on the media submitted in the Technical Proposal.
- 5.2.3 Offerors shall submit Proposals through the State’s internet based electronic procurement system, eMMA.
- 5.2.4 The Procurement Officer must receive all electronic 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.
- 5.2.5 Offerors shall provide their Proposals in two separate envelopes through eMMA following the [Quick Reference Guides](#) (QRG) labelled “5 - eMMA QRG Responding to Solicitations (RFP)” for double envelope submissions.
- 5.2.6 Two Part Submission:
 - A. Technical Proposal consisting of:
 - 1) Technical Proposal and all supporting material in Microsoft Word format, version 2007 or greater,
 - 2) Technical Proposal in searchable Adobe PDF format,
 - 3) a second searchable Adobe copy of the Technical Proposal, with confidential and proprietary information redacted (see **Section 4.8**), and
 - B. Financial Proposal consisting of:
 - 1) Financial Proposal entered the price form spreadsheet within eMMA and all supporting material in Excel format,
 - 2) Financial Proposal in searchable Adobe PDF format,
 - 3) a second searchable Adobe copy of the Financial Proposal, with confidential and proprietary information removed (see **Section 4.8**).

5.3 Volume I - Technical Proposal

NOTE: Omit all **pricing information** from the Technical Proposal (Volume I). Include pricing information only in the Financial Proposal (Volume II).

- 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 both Proposal volumes 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. Project deadlines considered contract deliverables must be recognized in the Work Plan.
 - 4) Implementation Schedule - Offeror shall provide the proposed implementation schedule with its Proposal.
 - 5) 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.
 - 6) 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**.
 - 7) The Offeror shall provide a Voluntary Product Accessibility Template (VPAT) containing a comprehensive analysis of the Offeror's conformance to accessibility standards in Code of Maryland Regulations 14.33.02 (See RFP §4.33). Failure to supply a VPAT may result in the Offeror's Proposal being deemed not reasonably susceptible for award.
 - 8) The Offeror shall provide a Backup solution/ strategy recommendation as part of its Proposal.
 - 9) Disaster Recovery and Security Model description - For hosted services, the Offeror shall include its DR strategy, and for on premise, a description of a recommended DR strategy.

- 10) The Offeror shall include a deliverable description and schedule describing the proposed Deliverables as mapped to the State SDLC and the Deliverables table in **Section 2.4.4**. The schedule shall also detail the proposed submission due date/frequency of each recommended Deliverable.
- 11) The Offeror shall include an SLA as identified in **Section 2.6**, including service level metrics offered and a description how the metrics are measured, any SLA credits should the service level metrics not be met, and how the State can verify the service level. The Offeror shall describe how service level performance is reported to the State.
- 12) Description of technical risk of migrating from the existing system.
- 13) Non-Compete Clause Prohibition:

The Department seeks to maximize the retention of personnel working under the Contract whenever there is a transition of the Contract from one Contractor to another to minimize disruption due to a change in Contractor and maximize the maintenance of institutional knowledge accumulated by such personnel. To help achieve this objective of staff retention, each Offeror shall agree that if awarded the Contract, the Offeror's employees and agents filling the positions set forth in the staffing requirements working on the State contract shall be free to work for the Contractor awarded the State contract notwithstanding any non-compete clauses to which the employee(s) may be subject. The Offeror agrees not to enforce any non-compete restrictions against the State regarding these employees and agents if a different vendor succeeds in the performance of the Contract. To evidence compliance with this non-compete clause prohibition, each Offeror must include an affirmative statement in its technical Proposal that the Offeror, if awarded a Contract, agrees that its employees and agents shall not be restricted from working with or for any successor Contractor that is awarded the State business.
- 14) Product Requirements
 - a) Offerors may propose open-source software; however, the Offeror must provide operational support for the proposed software.
 - b) Details for each offering: The Offeror shall provide the following information for each offering:
 - i) Offering Name
 - ii) Offeror relationship with manufacturer (e.g., manufacturer, reseller, partner)
 - iii) Manufacturer
 - iv) Short description of capability
 - v) Version (and whether version updates are limited in any way)
 - vi) License type (e.g., user, CPU, node, transaction volume)
 - vii) Subscription term (e.g., annual)
 - viii) License restrictions if any

- ix) Operational support offered (e.g., customer support, help desk, user manuals online or hardcopy), including description of multiple support levels (if offered), service level measures and reporting
- x) Continuity of operations and disaster recovery plans for providing service at 24/7/365 level
- xi) Ability of the offering to read and export data in existing State enterprise data stores. Offerors in their Proposals shall describe the interoperability of data that can be imported or exported from the Solution, including generating industry standard formats.
- xii) Any processing or storage of data outside of the continental U.S
- xiii) Any limitations or constraints in the offering, including any terms or conditions (e.g., terms of service, ELA, AUP, professional services agreement, master agreement)
- xiv) Compatibility with the State's existing single sign-on system, SecureAuth or other single sign-on approaches.
- xv) APIs offered, and what type of content can be accessed and consumed.
- xvi) Update / upgrade roadmap and procedures, to include planned changes in the next 12 months, frequency of system update (updates to software applied) and process for updates/upgrades.
- xvii) Frequency of updates to data services, including but not limited to, datasets provided as real-time feeds, and datasets updated on a regular basis (e.g., monthly, quarterly, annually, one-time).
- xviii) What type of third-party assessment (such as a SOC 2 Type II audit) is performed, the nature of the assessment (e.g., the trust services criteria and scope of assessment), and whether the results of the assessment pertinent to the State will be shared with the State. See also **Section 3.9**.
- xix) The Offeror shall describe its security model and procedures supporting handling of State data. If more than one level of service is offered, the Offeror shall describe such services. Include, at a minimum:
 - (1) procedures for and requirements for hiring staff (such as background checks),
 - (2) any non-disclosure agreement Contractor Personnel sign,
 - (3) whether the service is furnished out of the continental U.S. (see security requirements in **Section 3.7**),
 - (4) Certifications such as FedRAMP,
 - (5) Third party security auditing, including FISMA,
 - (6) Published Security Incident reporting policy, and
 - (7) Cybersecurity insurance, if any, maintained.

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. 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 everyone 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 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.
- 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 can document 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).
- 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
- 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)

P. 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 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 Volume II – Financial Proposal

The Financial Proposal shall contain all price information in the format specified in **Attachment B**. The Offeror shall complete the Financial Proposal Form only as provided in the Financial Proposal Instructions and the Financial Proposal Form itself. Do not amend, alter, or leave blank any items on the Financial Proposal Form or include additional clarifying or contingent language on or attached to the Financial Proposal Form. Failure to adhere to any of these instructions may result in the Proposal being determined to be not reasonably susceptible of being selected for award and rejected by the Department.

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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 address and demonstrate an understanding of the work requirements and include plans to meet or exceed them.

6.2.2 Experience and Qualifications of Proposed Staff (See RFP § 5.3.2.G)

6.2.3 Offeror Qualifications and Capabilities, including proposed subcontractors (See RFP § 5.3.2.H)

6.3 Financial Proposal Evaluation Criteria

All Qualified Offerors (see **Section 6.5.2.D**) will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Proposal Price within the stated guidelines set forth in this RFP and as submitted on **Attachment B** - Financial Proposal Form.

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 an 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 during 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.
- D. The Financial Proposal of each Qualified Offeror (a responsible Offeror determined to have submitted an acceptable Proposal) will be evaluated and ranked separately from the technical evaluation. After a review of the Financial Proposals of Qualified Offerors, the Evaluation Committee or Procurement Officer may again conduct discussions to further evaluate the Offeror's entire Proposal.
- E. When in the best interest of the State, the Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO.

6.5.3 Award Determination

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

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 eMMA submissions, submit one (1) copy of each with signatures.

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
Y	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 an MBE goal.
N	10 Business Days after recommended award	D	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) Important: Attachment D-1C, if a waiver has been requested, is also required within 10 days of recommended award.

Applies?	When to Submit	Label	Attachment Name
N	As directed in forms	D	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)
N	With Proposal	E	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) 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.
N	5 Business Days after recommended award	E	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) Important: Attachment E-1B, if a waiver has been requested, is also required within 10 days of recommended award.
Y	With Proposal	F	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)
Y	With Proposal	G	Federal Funds Attachments (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentG-FederalFundsAttachment.pdf)
Y	With Proposal	H	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)

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)
N	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 https://procurement.maryland.gov/wp-content/uploads/sites/12/2020/03/Attachment-N-Affidavit.pdf)
N	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)
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)
Y	With Deliverables	3	Deliverable Product Acceptable Form (DPAF)
Y	N/A	4	Sample Work Order
Y	N/A	5	ESAR-VHP Compliance Requirements
Y	N/A	6	Interim Technical and Policy Guidelines
Y	With Proposal	7	System Requirements Table

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	With Proposal		PEP; 1 copy
N	10 Business Days after recommended award		Fully executed Escrow Agreement; 1 copy
Y	With deliverables	--	Deliverable Product Acceptance Form (DPAF) – Appendix 3. See online at http://doit.maryland.gov/contracts/Documents/_procurementForms/DeliverableProductAcceptanceForm-DPAFsample.pdf

Attachment A. Pre-Proposal Conference Response Form

Solicitation Number #24-22026

Maryland Emergency System for Advance Registration of Volunteer Health Professionals (ESAR-VHP)

A Pre-Proposal conference will be held via conference call on **August 04, 2023, 11:00-11:45 a.m.**

1-401-315-8889 PIN 953 706 396.

Please return this form by **August 02, 2023**, advising whether your firm plans to attend. The completed form should be returned via e-mail to the Procurement Officer at the contact information below:

Tearson Buckner
Maryland Department of Health (MDH)
E-mail: Tearsa.Buckner@maryland.gov

Karen Hooper
Maryland Department of Health (MDH)
E-mail: Karen.Hooper1@maryland.gov

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

B-1 Financial Proposal Instructions

In order to assist Offerors in the preparation of their Financial Proposal and to comply with the requirements of this solicitation, Financial Proposal Instructions and a Financial Proposal Form have been prepared. Offerors shall submit their Financial Proposal on the Financial Proposal Form in accordance with the instructions on the Financial Proposal Form and as specified herein. Do not alter the Financial Proposal Form or the Proposal may be determined to be not reasonably susceptible of being selected for an award. The Financial Proposal Form is to be signed and dated, where requested, by an individual who is authorized to bind the Offeror to the prices entered on the Financial Proposal Form.

The Financial Proposal Form is used to calculate the Offeror's TOTAL Proposal PRICE. Follow these instructions carefully when completing your Financial Proposal Form:

- A) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
- B) All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in this RFP and may not be contingent on any other factor or condition in any manner.
- C) All calculations shall be rounded to the nearest cent, e.g., .344 shall be .34 and .345 shall be .35.
- D) Any goods or services required through this RFP and proposed by the vendor at **No Cost to the State** must be clearly entered in the Unit Price, if appropriate, and Extended Price with **\$0.00**.
- E) Every blank in every Financial Proposal Form shall be filled in. Any changes or corrections made to the Financial Proposal Form by the Offeror prior to submission shall be initialed and dated.
- F) Except as instructed on the Financial Proposal Form, nothing shall be entered on or attached to the Financial Proposal Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions may render the Proposal not reasonably susceptible of being selected for award.
- G) It is imperative that the prices included on the Financial Proposal Form have been entered correctly and calculated accurately by the Offeror and that the respective total prices agree with the entries on the Financial Proposal Form. Any incorrect entries or inaccurate calculations by the Offeror will be treated as provided in COMAR 21.05.03.03. F and may cause the Proposal to be rejected.
- H) If option years are included, Offerors must submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the State and comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the RFP at the prices entered in the Financial Proposal Form.
- I) All Financial Proposal prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the RFP. The Financial Proposal price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully loaded rates; no overtime amounts will be paid.
- J) Unless indicated elsewhere in the RFP, sample amounts used for calculations on the Financial Proposal Form are typically estimates for evaluation purposes only. Unless stated otherwise in the RFP, the Department does not guarantee a minimum or maximum number of units or usage in the performance of the Contract.

- K) Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.

B-1 Financial Proposal Form

The Financial Proposal Form shall contain all price information in the format specified on these pages. Complete the Financial Proposal Form only as provided in the Financial Proposal Instructions. Do not amend, alter or leave blank any items on the Financial Proposal Form. If option years are included, Offerors must submit pricing for each option year. Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for an award.

See separate Excel Financial Proposal Form labeled Attachment B-1 Financial Proposal Form.xls.

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**

- G. See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf> to complete the Affidavit.
- H. 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.
- I. 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 ten (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 a procurement ("Unit"); or
 - (d) Services between a Unit and a County or Baltimore City.
- J. 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.
- K. 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.
- L. 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.

- M. 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.
- N. 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.
- O. 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.
- P. 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.
- Q. 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 <https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.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

This solicitation does not require a HIPAA Business Associate Agreement.

Attachment K. Mercury Affidavit

This solicitation does not include the procurement of products known 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)

“Maryland Emergency System for Advance Registration of Volunteer Health Professionals (ESAR-VHP)”

OCMP-24-22026

THIS CONTRACT (the “Contract”) is made this ___ day of _____, 20___ by and between _____ (the “Contractor”) and the STATE OF MARYLAND, acting through the 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 Advantage vendor ID number is (eMMA Number).
- 1.3 “Financial Proposal” means the Contractor’s [pick one: Financial Proposal or Best and Final Offer (BAFO)].
- 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 Maryland Emergency System for Advance Registration of Volunteer Health Professionals (ESAR-VHP), Solicitation #OCMP-24-22026, 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 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

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 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 In its sole discretion, the Department shall have the unilateral right to extend the Contract for three (3) periods of one year each (each a "Renewal Term") at the prices established in the Contract. "Term" means the Initial Term and any Renewal Term(s).
- 3.3. The Contractor's performance under the Contract shall commence as of the date provided in a written NTP.
- 3.4 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 and at the prices quoted in the Financial Proposal. 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.

The total payment under a fixed price Contract shall be the firm fixed price submitted by the Contractor in its Financial Proposal.

- 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.
- (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 the 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 always agrees that 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 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 the 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 the 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 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 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 of the obligations hereunder, and bound by, confidentiality at least as restrictive as those 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 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 if 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 or agent 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 or agent, 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, fails to provide any required annual and renewable bond 30 days prior to expiration of the current bond then in effect, 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 number 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 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, \$200,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$200,000, 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. The 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 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 7 "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 not exceed two (2) times the total value of the Contract or \$1,000,000, whichever is greater. The above limitation of liability is per incident.
 - (d) In no event shall the existence of a subcontract operate to release or reduce the liability of the 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 10 ("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 10 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 10.
- 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 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 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 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
 - 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.
 - 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 after 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:

Karen Hooper
MARYLAND DEPARTMENT OF HEALTH (MDH)
7462 Candlewood Road Suite D
Hanover, MD 21076E-Mail: Karen.Hooper1@maryland.gov

With a copy to:

Calvin Johnson
MARYLAND DEPARTMENT OF HEALTH (MDH)
201 W. Preston Street
Baltimore, MD 21201
Phone Number: 410-767-0934
E-Mail: mdh.solicitationquestions@maryland.gov

If to the Contractor:

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

Parent Company Guarantor

Contact: _____
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

HIPAA clauses do not apply to this Contract.

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 <https://procurement.maryland.gov/wp-content/uploads/sites/12/2020/03/Attachment-N-Affidavit.pdf>

Attachment O. DHS Hiring Agreement

This solicitation does not require a DHS Hiring Agreement.

Appendix 1. – Abbreviations and Definitions

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

- A. **Acceptable Use Policy (AUP)** - A written policy documenting constraints and practices that a user must agree to in order to access a private network or the Internet.
- B. **Access** – The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any information system resource.
- C. **Application Program Interface (API)** – Code that allows two software programs to communicate with each other.
- D. **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).
- E. **COMAR** – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
- F. **Contract** – The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of **Attachment M**.
- G. **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.
- H. **Contractor** – The selected Offeror that is awarded a Contract by the State.
- I. **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.
- J. **Data Breach** – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data.
- K. **eMMA** – eMaryland Marketplace Advantage (see RFP **Section 4.2**).
- L. **Enterprise License Agreement (ELA)** – An agreement to license the entire population of an entity (employees, on-site contractors, off-site contractors) accessing a software or service for a specified period for a specified value.
- M. **Information System** – A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
- N. **Information Technology (IT)** – All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services.
- O. **Key Personnel** – All Contractor Personnel identified in the solicitation as such are essential to the work being performed under the Contract. See RFP **Section 3.10**.

- 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** or (MDH or the “Department) – issuing agency.
- 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. 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 an NTP for work on Contract, project, Task 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 the 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 Offeror’s Technical and 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. Service Level Agreement (SLA)** - Commitment by the Contractor to MDH that defines the performance standards the Contractor is obligated to meet.
- FF. SLA Activation Date** - The date on which SLA charges commence under this Contract, which may include, but to, the date of (a) completion of Transition in, (b) a delivery, or (c) releases of work.
- GG. Software** - The object code version of computer programs licensed pursuant to this Contract. Embedded code, firmware, internal code, microcode, and any other term referring to software that is necessary for proper operation is included in this definition of Software. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections. Software also includes any upgrades, updates, bug fixes or modified versions or backup copies of the Software licensed to the State by Contractor or an authorized distributor.
- HH. Software as a Service (SaaS)** - A software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted. For the purposes of this RFP, the terms SaaS and Platform as a Service (PaaS) are considered synonymous, and the term SaaS will be used throughout this document.
- II. Solution** - All Software, deliverables, services and activities necessary to fully provide and support the RFP scope of work. This definition of Solution includes all System Documentation developed as a result of this Contract. Also included are all Upgrades, patches, break/fix activities, enhancements and general maintenance and support of the Solution and its infrastructure.
- JJ. State** – The State of Maryland.
- KK. Source Code** – Executable instructions for Software in its high level, human readable form which are in turn interpreted, parsed and/or compiled to be executed as part of a computing system.
- LL. System Availability** – The time period the Solution works as required excluding non-operational periods associated with planned maintenance.
- MM. System Documentation** – Those materials necessary to wholly reproduce and fully operate the most current deployed version of the Solution in a manner equivalent to the original Solution including, but not limited to:
- 1) **Source Code:** This includes source code created by the Contractor or subcontractor(s) and source code that is leveraged or extended by the Contractor for use in the Contract.
 - 2) All associated rules, reports, forms, templates, scripts, data dictionaries and database functionality.
 - 3) All associated configuration file details needed to duplicate the run time environment as deployed in the current deployed version of the system.

- 4) All associated design details, flow charts, algorithms, processes, formulas, pseudo-code, procedures, instructions, help files, programmer's notes and other documentation.
 - 5) A complete list of Third Party, open source, or commercial software components and detailed configuration notes for each component necessary to reproduce the system (e.g., operating system, relational database, and rules engine software).
 - 6) All associated user instructions and/or training materials for business users and technical staff, including maintenance manuals, administrative guides and user how-to guides; and
 - 7) Operating procedures.
- NN. **Task Order** - A subset of work authorized by the Contract Monitor performed under the general scope of this RFP, which is defined in advance of Contractor fulfillment, and which may not require a Contract Modification. Except as otherwise provided, any reference to the Contract shall be deemed to include reference to a Task Order.
- OO. **Technical Safeguards** – The technology and the policy and procedures for its use that protect State Data and control access to it.
- PP. **Third Party Software** – Software and supporting documentation that:
- 1) are owned by a third party, not by the State, the Contractor, or a subcontractor.
 - 2) are included in, or necessary or helpful to the operation, maintenance, support or modification of the Solution; and
 - 3) are specifically identified and listed as Third-Party Software in the Proposal.
- QQ. **Total Proposal Price** - The Offeror's total price for goods and services in response to this solicitation, included in Financial Proposal **Attachment B** – Financial Proposal Form.
- RR. **Upgrade** - A new release of any component of the Solution containing major new features, functionality and/or performance improvements.
- SS. **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.
- TT. **Work Order**– A subset of work authorized by the Contract Monitor performed under the general scope of this RFP, which is defined in advance of Contractor fulfillment, and which may not require a Contract Modification. Except as otherwise provided, any reference to the Contract shall be deemed to include reference to a Work Order.

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. Deliverable Product Acceptance Form (DPAF)

Agency Name: Maryland Department of Health

RFP Title: Maryland Emergency System for Advance Registration of Volunteer Health Professionals

Contract Monitor: Karen Hopper and Phone # 443-934-5849

To: <<offerorCompanyName>>

The following deliverable, as required by Project Number (RFP #): has been received and reviewed in accordance with the RFP.

Title of deliverable: _____

RFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

_____ Is accepted as delivered.

_____ Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

Contract Monitor Signature

Date Signed

Appendix 4. Sample Work Order

See Link:

http://doit.maryland.gov/contracts/Documents/_procurementForms/WorkOrderSample.pdf

Appendix 5. ESAR-VHP Compliance Requirements (Revised January 2013)

Emergency System for Advance Registration of Volunteer Health Professionals (ESAR-VHP) Compliance Requirements (*Revised January 2013*)

The ESAR-VHP compliance requirements identify capabilities and procedures that state¹ ESAR-VHP programs must have in place to ensure effective management and inter-jurisdictional movement of volunteer health personnel in emergencies. Each state must meet all the compliance requirements.

ESAR-VHP Electronic System Requirements

1. Each state is required to develop an electronic registration system for recording and managing volunteer information based on the data definitions presented in the ESAR-VHP *Interim Technical and Policy Guidelines, Standards and Definitions (Guidelines)*.

These systems must:

- a. Offer Internet-based registration. Information must be controlled and managed by authorized personnel who are responsible for the data.
 - b. Ensure that volunteer information is collected, assembled, maintained and utilized in a manner consistent with all federal, state, and local laws governing security and confidentiality.
 - c. Identify volunteers via queries of variables as defined by the requester.
 - d. Ensure that each state ESAR-VHP system is both backed up on a regular basis and that the backup is not co-located.
2. Each electronic system must be able to register and collect the credentials and qualifications of health professionals that are then verified with the issuing entity or appropriate authority identified in the ESAR-VHP *Guidelines*.
 - a. Each state must collect and verify the credentials and qualifications of the following health professional occupations. Beyond this list of occupations, a state may register volunteers from any other occupation it chooses. The standards and requirements for including additional occupations are left to the states.
 - 1) Physicians (allopathic and osteopathic)
 - 2) Registered nurses
 - 3) Advanced practice registered nurses (APRNs) including nurse practitioners, certified nurse anesthetists, certified nurse-midwives, and clinical nurse specialists

¹ For purpose of this document, state refers to the 50 states, the District of Columbia, the three metropolitan areas of Chicago, New York City, Los Angeles County, the Commonwealths of Puerto Rico and the Northern Mariana Islands, the territories of American Samoa, Guam and the United States Virgin Islands, the Federated States of Micronesia, and the Republics of Palau and the Marshall Islands.

- 4) Pharmacists
 - 5) Psychologists
 - 6) Clinical social workers
 - 7) Mental health counselors
 - 8) Radiologic technologists and technicians
 - 9) Respiratory therapists
 - 10) Medical and clinical laboratory technologists
 - 11) Medical and clinical laboratory technicians
 - 12) Licensed practical nurses and licensed vocational nurses
 - 13) Dentists
 - 14) Marriage and family therapists
 - 15) Physician assistants
 - 16) Veterinarians
 - 17) Cardiovascular technologists and technicians
 - 18) Diagnostic medical sonographers
 - 19) Emergency medical technicians and paramedics
 - 20) Medical records and health information technicians
- b. States must add additional professions to their systems as they are added to future versions of the ESAR-VHP *Guidelines*.
 - c. To increase ESAR-VHP functionality immediately after a disaster or public health emergency, states are encouraged to develop expedited ESAR-VHP registration and credential verification processes to facilitate the health response.
3. Each electronic system must be able to assign volunteers to one of four ESAR-VHP credential levels. Assignment will be based on the credentials and qualifications that the state has collected and verified with the issuing entity or appropriate authority.
 4. Each electronic system must be able to record all volunteer health professional/emergency preparedness affiliations of an individual, including local, state, and federal entities. The purpose of this requirement is to avoid the potential confusion that may arise from having a volunteer appear in multiple registration systems, e.g., Medical Reserve Corps (MRC), National Disaster Medical System (NDMS), etc.
 5. Each electronic system must be able to identify volunteers willing to participate in a federally coordinated emergency response.
 - a. Each electronic system must query volunteers upon initial registration and/or re-verification of credentials about their willingness to participate in emergency responses coordinated by the federal government. Responses to this question, posed in advance of an emergency, will provide the federal government with an estimate of the potential volunteer pool that may be available from the states upon request.
 - b. If a volunteer responds “Yes” to the federal question, states may be required to collect additional information, e.g., training, physical and medical status, etc.
 6. Each state must be able to update volunteer information and re-verify credentials annually. (**Note:** the U.S. Dept of Health and Human Services (HHS) Administration for Strategic Preparedness and

Response (ASPR) will review this requirement regularly for possible adjustments based on industry standards and the experience of the states.)

ESAR-VHP Operational Requirements

7. Upon receipt of a request for volunteers from any governmental agency or recognized emergency response entity, all states should: 1) within 2 hours query the electronic system to generate a list of potential volunteer health professionals to contact; 2) contact potential volunteers; and 3) within 24 hours provide the requester with a verified list of available volunteer health professionals that includes the names, qualifications, credentials, and credential levels of volunteers.
8. Each state must develop a plan to recruit and retain volunteers.
9. Each state must develop a plan for coordinating with all volunteer health professional/emergency preparedness entities to ensure an efficient response to an emergency, including but not limited to MRC units, NDMS teams, and the Federal Emergency Management Agency (FEMA) Citizen Corps.
10. Each state must develop protocols for deploying and tracking volunteers during an emergency (Mobilization Protocols):
 - a. Each state is required to develop written protocols that govern the internal activation, operation, and timeframes of the ESAR-VHP system in response to an emergency. Included in these protocols must be plans to track volunteers during an emergency and for maintaining a history of volunteer deployments. ASPR may ask for copies of these protocols as a means of documenting compliance.
 - b. Each state ESAR-VHP program is required to establish a working relationship with external partners, such as the local and/or state emergency management agency and develop protocols outlining the required actions for deploying volunteers during an emergency. These protocols should ensure continuous (24/7) operability of the ESAR-VHP system. There are three areas of focus:
 - 1) Intrastate deployment: States must develop protocols that coordinate the use of ESAR-VHP volunteers with those from other organizations, such as the MRC.
 - 2) Interstate deployment: States must develop protocols outlining the steps needed to respond to requests for volunteers received from another state. States that have provisions for making volunteers employees or agents of the state must also develop protocols for the deployment of volunteers to other states through the state emergency management agency via the Emergency Management Assistance Compact (EMAC).

Each state must have a process for receiving and maintaining the security of volunteers' personal information sent to them from another state and procedures for destroying the information when it is no longer needed.
 - 3) Federal deployment: Each state must develop protocols necessary to respond to requests for volunteers that are received from the federal government. Further, each state must adhere to the protocol developed by the federal government that governs

the process for receiving requests for volunteers, identifying available volunteers, and providing each volunteer's credentials to the federal government.

ESAR-VHP Evaluation and Reporting Requirements

11. Each state must test its ESAR-VHP system through drills and exercises. These exercises must be consistent with the ASPR Hospital Preparedness Program (HPP), Centers for Disease Control and Prevention's (CDC) Public Health Emergency Preparedness Program (PHEP), and ASPR ESAR-VHP program requirements for drills and exercises.

12. Each state must develop a plan for reporting program performance and capabilities. Each state will be required to report program performance and capabilities data as specified by the ASPR Hospital Preparedness Program (HPP), CDC Public Health Emergency Preparedness Program (PHEP), and/or the ASPR ESAR-VHP program.

**Appendix 6. ESAR-VHP Interim Technical and Policy Guidelines, Standards,
and Definitions: System Development Tools (April 19, 2010)- SEE
SEPARATE DOCUMENT**

See link at: <https://health.maryland.gov/mdr/Documents/ESAR-VHP%20Interim%20Technical%20and%20Policy%20Guidelines.pdf>

Appendix 7. System Requirements Table

Requirement Number	Functional Requirements		Response	Additional comments
2.6				
2.6.1	Registry System Requirements			
A.	The Registry System shall be a secure, web-based, hosted application using Worldwide Web/Internet Protocols having a back-end relational database using N-tier architecture that can be supported in various industry standard hosting environments.			Have
B.	The Registry System shall support multiple browsers including Internet Explorer, Firefox, Chrome, etc., in their current version and in the two immediately prior versions.			Have
C.	Registry System response times shall be two (2) seconds or less over a 56K modem (dialup) for standard direct record access and screen-to-screen movement throughout the application.			Have
D.	The Registry System shall support cross domain authentication solutions and access management. (Shall not be dependent on current connection to a given domain to authenticate.)			Have
E.	The Registry System shall be expandable and scalable to permit the State to expand the registry system without reaching a maximum capacity for the software and allowing various components of the software to be upgraded or adding additional application functions without sacrificing the integrity of any previously developed application components. (version releases and upgrades)			Have
F.	The Registry System shall be capable of accommodating up to 250,000 ESAR-VHP volunteer entries.			Have
G.	The Registry System shall be able to accommodate up to 45 volunteer sub-registries administered by local administrators. These sub-registries shall be accessible to System administrators/coordinators. The Registry System shall allow for 150 local administrators and 10 System administrators/coordinators. User definitions:			
G.1	Volunteers- end users;			

G.2	Local administrators- representatives from local health departments or other entities approved by the state that have access to their volunteer unit information;			
G.3	System administrators/coordinators- representatives from the State that have access to all volunteer data and other information across the Registry System.			
H.	The Registry System shall be capable of permitting web-splash screens that contain data acceptance statements, user agreements, registry system notices, announcements and other tailored information as needed.			
I.	The Registry System should have an editable dashboard on the sign-in page that lists past & current missions.			
	The Registry System should allow Unit Administrators the ability to edit mission details before, during and after the mission.			
J.	The Registry System shall provide seamless transition into long-term incident recovery, providing autonomous and simultaneous use by State and multiple local jurisdictions with the tools and resources needed to meet needs for up to 5 years following a disaster.			
J.	The Registry System shall be capable of generating and managing various levels of outbound alerts in the form of voice telephony, email, and SMS messaging to phones and pagers.			
2.6.2	Volunteer Data and Information Requirements			
A.	The Registry System shall support self-registration of volunteers as well as system administrator/coordinator manual registration of volunteers. Volunteers shall be able to update their information as needed by logging in to a password-protected volunteer profile.			
	If a volunteer has not completed the application process it should be clear to them and the corresponding Unit Administrator			
B.	The Registry System shall be able to record volunteer information into a volunteer profile including but not limited to the following for each volunteer			
B.1	Identifying Information			
B.2	Deployment Preferences			

B.3	Deployment Eligibility			
B.4	Contact Information			
B.5	Occupations and Licensure/Credentials			
B.6	Training			
B.7	Skills / Certifications			
B.8	Medical History including vaccination history and health conditions that may affect deployment eligibility.			
C.	The Registry System shall allow for integration with a background check system			
D.	The Registry System shall be able to record all volunteer health professional/emergency preparedness affiliations of an individual, including local, state, and federal entities			
E.	The Registry System shall be able to identify volunteers willing to participate in a federally coordinated emergency response.			
F.	The Registry System shall provide the ability for the volunteer to change or modify information or have his or her volunteer records deactivated in the Registry System.			
G.	The Registry System shall permit and facilitate the categorization of volunteers into two major categories; (1) medical and (2) non-medical.			
H.	The Registry System shall support the publishing of volunteer position needs and requirements online and allow local administrators and system administrators/coordinators to schedule missions online. The Registry System shall permit job descriptions, and minimum requirements to be posted online. The Registry System shall support volunteer sign up for deployments and shifts.			
I.	The Registry System shall capture detailed volunteer availability information. (e.g., Time, Duration, Date, Location)			
J.	All volunteers shall be able to view various available positions regardless of certification/ qualification requirements. Volunteers shall, however, be able to register/schedule only in positions for which they are verified as certified/qualified.			
K.	The Registry System shall support the tracking and scheduling of volunteer job acceptance, job assignment, and			

	activations/deployments. This includes the scheduling of multiple shifts per assignment and/or deployment.			
L.	The Registry System shall be capable of scheduling, managing missions, and managing volunteer service hours. The Registry System shall be capable of generating an MS Excel report of volunteer service hours that is accessible only by designated System administrators/coordinators.			
	The Registry System should be capable of allowing Unit Administrators to change schedules as needed.			
	Schedules should be able to be exported into excel. The excel document should contain the latest information regarding volunteers who've been scheduled.			
	The Registry System should allow Unit Administrators to replicate shifts to reduce redundancy.			
	The Registry System should allow volunteers to sign up for individual shifts (one shift on one day)			
	The Registry System should provide clear indicators for volunteers to describe if they have been assigned to a shift or not			
	The Registry System should allow volunteers to directly communicate with the mission creator when assigned to a shift, and if the volunteer wishes to cancel their deployment, they should have that ability and can send an indicator to the mission creator so that someone else can be scheduled.			
	The Registry System should allow "Scheduler access" so that individuals who have little to know knowledge of the system can manipulate schedules of volunteers who are "available" for a mission.			
M.	The Registry System shall support the automatic creation of registered volunteer contact directories that can be queried via data fields/content and easily published online and exported to Microsoft "Excel", or "Access", or "Word" applications.			
	The Registry System should be able to import spreadsheets from "Excel" or "Google Sheets" to automatically populate mission hours.			

N.	The Registry System shall capture and be compliant with current and future versions of ESAR-VHP requirements and data element fields. Per the Department of Health and Human Services, Assistant Secretary for Preparedness and Response, ESAR-VHP Interim Technical and Policy Guidelines, Standards, and Definitions document as amended from time to time. See Appendices 5 and 6 for the most recent versions as of October 2017.			
O.	The Registry System shall permit the establishment of volunteer “wait lists” during high-surge circumstances for needed capabilities, incidents & organization-based opportunities.			
	The Registry System should allow volunteers to mark themselves as available freely so that Unit Administrators can know who would be available at any certain time			
P.	The Registry System shall easily support the addition of emerging content/ information identifying relevant logistics, such as where volunteers can acquire incident badges, supplies, equipment, scene transportation/parking and volunteer points of assembly for volunteer in-and-out- processing during/ following the crisis incident.			
Q.	The Registry System shall be capable of tracking volunteer processing, reception check-in assembly center, assignment acceptance, briefing/de-briefing, training, check-in/out at incident scene, out-processing, and disposition of continued availability.			
R.	The State considers confirmed telephone contact as the only acceptable primary alerting method. The Registry System and/or the hosting environment shall be capable of generating and managing various levels of alerts and complementary forms of notification using voice telephony including voicemail, email, SMS/text messaging, pager, and internal system messages.			
	The Registry System's landing page should include an overview of recent responses to include the mission types (Public health or Emergency Response), County/City it was in and number of hours.			

	Volunteers should have their own dashboards that displays, their "Impacts." This would include where they volunteered, their volunteers' hours and when they volunteered.			
	Volunteers should be able to communicate with each other with relative ease and see each other's impacts.			
	Unit Administrators should have the ability to create searchable criteria to track if a badge or a t-shirt was issued to the volunteers			
2.6.3	Registry System Alerting & Notification Requirements			
A.	The Registry System shall be interactive and: (1) be able to determine if the phone was answered by a person or answering machine, (2) optionally require PIN number verification by party, (3) record and report authorized party availability response –available or not available within stated timeframe using Touchtone or voice response.			
B.	The Registry System shall be capable of generating reminders to volunteers to update contact, training, and licensing/certification information in the Registry System at scheduled/regular or ad-hoc intervals. The Registry System shall have automated processes to encourage volunteer data to be updated on a quarterly basis.			
C.	The Registry System shall notify administrators when a volunteer self-registers or updates volunteer information. Any such changes are then subject to review and approval by the administrators.			
D.	The Registry System shall also maintain an audit trail of critical system activity available only to authorized system administrators/coordinators.			
E.	If the volunteer has provided an e-mail address, the Registry System shall send the update/change notice electronically to the volunteer if an administrator so desires.			
F.	The Registry System shall permit administrators to send communications/messages to volunteers regarding position openings for emergent and non-emergent events, trainings and			

	exercise opportunities, and other non-emergent messages.			
G.	All communications and alerts shall be enabled to contain:			
G.1	a) An indication of severity (emergency, non-emergency, drill/exercise, general, etc.)			
G.2	b) An indication whether acknowledgement is required;			
G.3	c) A succinct title and clear instructions.			
H.	Local and System Administrators/Coordinators shall be able to search by available positions, county or service, certification levels and minimum requirements.			
2.6.4	Credentialing Requirements			
A.	The Registry System shall support registration/credentialing processes for pre-vetted/developed volunteer positions as well as spontaneous emergency volunteer positions.			
B	The Registry System shall provide tailored credentialing processes, verification and sign-off mechanisms for system administrators.			
C.	The Registry System shall, where possible or when it becomes possible, interface with and have interoperability with, the electronic data systems listed below, used by State and national medical licensing/credentialing boards/agencies. And shall be made interoperable with other such systems when they become available.			
C.1	State medical licensing boards include but are not limited to:			
C.1.a	MD Board of Dental Examiners,			
C.1.b	MD Board of Morticians and Funeral Directors,			
C.1.c	MD Board of Nursing,			
C.1.d	MD Board of Pharmacy,			
C.1.e	MD Board of Physicians,			
C.1.f	MD Board of Physical Therapy,			
C.1.g	MD Board of Professional Counselors and Therapists,			
C.1.h	MD Board of Psychologists,			
C.1.i	MD Board of Social Worker Examiners,			
C.1.j	MD Board of Veterinary Medical Examiners.			
C.2	National credentialing agencies include but are not limited to:			

C.2.a	American Society for Consultant Pharmacists (ASCP) Service,			
C.2.b	U.S. Drug Enforcement Administration (DEA) Pharmaceutical License Database,			
C.2.c	Federation Credentials Verification Service (FSVS),			
C.2.d	American Board of Medical Specialties (ABMS) Service			
C.2.e	American Osteopathic Association (AOA) Certification Service			
C.2.f	Office of Inspector General (OIG) List of Excluded Individuals and Entities (LEIE).			
C.3	Additional interfacing shall be made available as credentialing processes are identified or updated.			
D	In addition to the above interfaces, the Registry System shall also allow for the manual verification of licensure information by administrators.			
E.	The Registry System shall be capable of importing (through an API where available) licensing and certification data from all accreditation agencies as they are identified, including but not limited to national/State boards and commissions, and shall facilitate the system-based verification, credentialing and processing of volunteers.			
F.	The Registry System shall, at a minimum, be able to assign health professional volunteers from the following professions to one of four ESAR-VHP credential levels. The Registry System must allow for additional professions to be included as they are added to future versions of the ESAR-VHP Guidelines and as the State sees the need to add. Assignment into these credential levels will be based on the credentials and qualifications that the State has collected and verified with the issuing entity or appropriate authority.			
F.1	Physicians (allopathic and osteopathic)			
F.2	Registered nurses			
F.3	Advanced practice registered nurses (APRNs) including nurse practitioners, certified nurse anesthetists, certified nurse-midwives, and clinical nurse specialists			
F.4	Pharmacists			
F.5	Psychologists			
F.6	Clinical social workers			
F.7	Mental health counselors			
F.8	Radiologic technologists and technicians			

F.9	Respiratory therapists			
F.10	Medical and clinical laboratory technologists			
F.11	Medical and clinical laboratory technicians			
F.12	Licensed practical nurses and licensed vocational nurses			
F.13	Dentists			
F.14	Marriage and family therapists			
F.15	Physician assistants			
F.16	Veterinarians			
F.17	Cardiovascular technologists and technicians			
F.18	Diagnostic medical sonographers			
F.19	Emergency medical technicians and paramedics			
F.20	Medical records and health information technicians			
2.6.5	Response Group/Team Requirements			
A.	The Registry System shall permit the categorization and organization of ad-hoc and pre-established response team units and shall allow local administrators and system administrators/coordinators to manage their respective response team units. This should allow for the above entities to add and manage their own members and keep response team data private (if deemed necessary). This shall be accomplished with a form of “team-based” security groups so when the Registry System is deployed in multiple counties or expanded to other states, there is still maintenance of appropriate access rights and permissions.			
B.	The Registry System shall support data and configuration of all established volunteer response team units and organizational volunteers (e.g., Hospitals, Health Departments, Citizen Corps., and Medical Reserve Corps).			
C.	The Registry System shall support group pages for common response team units. Such pages shall contain a pre-defined set of information and activation instructions. Users and groups can easily be added to a notification list/directory through which all common response team members shall receive a notification simultaneously.			
D.	The Registry System shall allow local and system administrators with appropriate permissions to dynamically create groups			

	and response team units before or during activation by searching for users that have certain job functions or keywords associated with them.			
2.6.6	Help Features and Tools Requirements			
A.	Registry System shall not require extensive training to achieve effective use.			
B.	The look and feel of the user interface and operation of Registry System features and services shall be intuitive and straightforward for use by the end customers and local and system administrators and include (a) viewable detailed online help features/ tools describing functions behind icons, (b) system links, (c) data search and entry mechanisms, (d) data fields/labeling, (e) automated and custom reports, (f) communications-messaging, as well as (g) error messages identifying next steps when users encounter problems.			
C.	The look and feel of the user interface shall be flexible to users in selecting search options/ criteria and identifying major categories of volunteer services and locations to satisfy the needs of volunteers and administrative users.			
D.	The Registry System shall locate records with the use of a structured search feature and the records shall be located by searching on any field, partial field, keyword(s) or combination of fields to limit the response.			
E.	The Registry System shall provide accessible and intuitive search instruction/tools.			
F.	The Registry System shall provide an area for potential volunteers to access FAQs about volunteering prior to registration in the Registry System. For example, an FAQ link to a page displaying pertinent information and frequently asked questions and answers.			

G.	The Registry System shall allow volunteers to create their own unique, secure, password-protected user account, with self-management recovery features such as forgotten user ID and password.			
H.	The Registry System home page shall allow volunteers to send an email message to a designated email inbox managed by System Administrators/Coordinators via the completion of an online 'Contact Us' form.			
2.6.7	Mapping and Graphical Requirements			
A.	The Registry System shall support various standard graphic formats (e.g., jpg, gif, png, tiff, bmp) for online reports, volunteer/ incident picture libraries, and maps, up to a maximum limit of 650K.			
B.	The Registry System shall be capable of storing volunteer face images and related ID data.			
	The registry System should be reasonably intuitive for volunteers to upload their photos. Photos should be limited to 2MB JPEG.			
C.	The Registry System shall support or interface with GIS/mapping capabilities/technology, allowing external agencies to plot large volunteer projects on the maps used by Maryland Emergency Management Agency and local Operations Centers.			
D.	The Registry System shall provide logistical mapping directions and printing capability that identifies the location of volunteer assignments/ staging sites.			
2.6.8	Software Interoperability Requirements			
A.	The Registry System shall interface and be interoperable with other volunteer registry systems/solutions and support the free exchange of data on volunteers, projects and agencies that manage volunteers. This interchange shall be handled securely in the form of communications encryption and be compliant with HIPAA requirements for confidentiality.			

B.	The Registry System shall, at no additional charge to the State, support live data exchanges through 3rd party data translation software, making it possible to transfer data on volunteer needs and assignments between State and local agencies and national response networks.			
C.	The Registry System shall adhere to and be compliant with SOAP and XML data transport standards.			
D.	The Registry System shall support the exporting of all data into universal text and/or CSV files that can be imported into other application such as "Microsoft Excel", "Access" and "Word".			
E.	The Registry System shall support and be compatible with web-development industry standard software platforms.			
F.	The Registry System shall be capable of interoperating with various badge and ID-issuing systems.			
2.6.9	System Management Requirements			
A.	The Registry System shall allow for users to reset their passwords by entering their usernames on a website and have a temporary password automatically generated and immediately sent to the users' pre-identified/entered email address, or by two factor authentication through a previously identified device.			
B.	The Registry System shall allow volunteers to "log in" to a publicly available secure connection, to their own accounts and check/update their schedules, contact information, review new suggested positions and report their service hours promoting volunteer self-management after which the system administrator will receive automated change notifications.			
C.	The Registry System shall produce both high-level and detailed management reports. These reports shall be both automatically/scheduled reports and ad-hoc reports.			

D.	The Registry System shall provide standard query and ad-hoc reports a) usable by local and system administrators to aid them in decision-making, b) for volunteer service providers and research analysts to extract and manipulate statistical data on usage levels and patterns, and c) for system administrators to schedule content updates based on periodic update cycles.			
E.	The Registry System shall allow system administration personnel to define and schedule automatic, periodic generation of reports.			
F.	The Registry System shall include the administration and management software necessary to operate the system. This includes system performance and problem diagnostic tools.			
2.6.10	System Security Requirements			
A.	The Registry System shall provide robust security controls and mechanisms through secure layers, protocols, authentication and encryption. This includes the use of SSL/HTTPS security, complex passwords as required by State and MDH security policies.			
B.	The Registry System shall have the ability to track and monitor the use of client user IDs and passwords in a secure operational environment.			
C.	The Registry System shall provide a complete audit trail/logging of changes/modifications to the system and user information in the database, including the date, time, and user ID of the authorized organization and individual performing the modification accessible only to a selected set of authorized system administrators.			
D.	The Registry System shall allow for multiple security levels which shall allow the State to restrict screen access to various user levels and allow screens to be available at differing access levels to the public, staff, managers, service providers, and response partners. Database security shall have the ability to further control access at terminal, transaction and function level.			

2.6.11	Web Hosting Requirements			
A.	The Registry System shall be hosted on Contractor-supplied systems and supported on Contractor managed infrastructure.			
B.	The Registry System shall be hosted in a facility that provides infrastructure, communications capabilities, and facility redundancy.			
C.	The Registry System shall have a protocol for routine maintenance and a plan for how the system shall operate continuously and unaffected during scheduled maintenance.			
D.	The Registry System solution shall be hosted in an AICPA certified, SAS 70, or higher, audited data center with electronic and physical access controls, and FM200 type-approved fire suppression system.			
E.	The hosting service provider shall continually monitor all aspects of the solution's ability to provide 24/7/365 availability.			
F.	The hosting service provider shall have a process in place to immediately notify customers when the system goes down for any reason.			
G.	The hosting production environment shall have multiple connections to the internet and shall be set up for failover from one internet connection to the other. The internet connections shall be suitable for the volume of users accessing the volunteer management application.			
H.	The hosting production environment shall be flexible to support scaling of additional devices, such as servers, storage units and communication lines.			
I.	The hosting production environment shall have a schedule of costs and a process for acquiring additional hosting/network emergency surge capacity.			
J.	The hosting service shall collect and provide the State with website statistics and reporting mechanisms on a regular basis.			