



**STATE OF MARYLAND
DEPARTMENT OF HEALTH AND MENTAL HYGIENE**



REQUEST FOR PROPOSALS (RFP)

Maryland Health Care Commission
4160 Patterson Avenue
Baltimore, Maryland 21215

Maryland Nursing Facility Family Survey

MHCC 07-019

Minority Business Enterprises Are Encouraged To Respond To This Solicitation.

Publication Date: 03/09/2007

Note: Please see Part IV, Section 2.14, clause #2 for cautions regarding the confidentiality of proposals submitted in response to this RFP.

Rev 08/06

Vendor Comments

In order to help us improve the quality of State solicitations, and make our procurement process more responsive and business-friendly, we ask that you take a few minutes to complete this form and submit it to the Procurement Officer listed on the following page. Thank you for your assistance.

Bid/Proposal Number: MHCC 07-019 Entitled: Maryland Nursing Facility Family Survey

I. If you are not bidding, please indicate why:

- Other commitments preclude our participation at this time.
- The subject of the solicitation is not in our business line.
- We lack experience in the work/commodities required.
- The scope of work is beyond our current capacity.
- We cannot be competitive (Please explain below.)
- Specifications are either unclear or too restrictive. (Please explain below.)
- Bid/proposal requirements, other than specifications, are unreasonable or too risky. (Please explain below.)
- Time for completion is insufficient.
- Bonding/insurance requirements are prohibitive. (Please explain below.)
- Doing business with government is simply too complicated.
- Prior experience with State of Maryland contracts was unprofitable or otherwise unsatisfactory (Please explain below.)
- Other: _____

II. Please explain your response further, offer suggestions or express concerns. (Use the back for additional information.)

REMARKS: _____

OPTIONAL:

Vendor Name: _____ Date _____
Contact Person: _____ Phone (____) _____ - _____
Address or e-mail: _____

Thank You!!!

Notice to Offerors

Changes in Maryland's Minority Business Enterprise (MBE) Program

New versions of Sections 13-103, 13-104 and 14-303 of the State Finance and Procurement Article of the Maryland Code, relating to increased proposal documentation of MBE commitments, are effective as of October 1, 2004. The Contract under this solicitation will be awarded in accordance with these requirements. As a result, new proposal submission requirements, including certain revised MBE documents, are in effect for this solicitation. These new requirements are set forth elsewhere in this solicitation. Offerors should therefore carefully review **Part II Proposal Submission Requirements, Part II Evaluation and Selection Procedure (Sections 1.0 and 1.2), Part IV MBE Goal Section 2.2, and APPENDIX K. Read these sections carefully and follow all requirements exactly.**

Regulatory amendments to Code of Maryland Regulations 21.11.03 Minority Business Enterprise Policies, were adopted by the Board of Public Works on March 16, 2005, with an April 1, 2005 publication date and effective date of April 11, 2005. The text of the amendments can be found in the Maryland Register, 31:26 F.R. 1905 (December 27, 2004) and 32:7 F.F. 685 (April 1, 2005).

Questions or concerns regarding the MBE requirements of this solicitation must be raised prior to receipt of initial proposals.

ENCOURAGEMENT OF PARTICIPATION STATEMENT

The State of Maryland is actively seeking to increase participation from businesses and organizations in the procurement of goods and/or services. Accordingly, all potential bidders/offerors are encouraged to complete the "Notice to Vendors/Contractors," which is on the following page, supplying comments and/or the reason(s) for declining to bid or to make an offer in response to this solicitation. Please return this form either with your submission package or in an envelope addressed to the issuing office listed on the Key Information Summary Sheet, even if you are not submitting a proposal.

KEY INFORMATION SUMMARY PAGE

Title of RFP: Maryland Nursing Facility Family Survey

RFP Issue Date: - March 9, 2007

RFP Number: **MHCC 07-019**

Description of services: The Maryland Health Care Commission (Commission) is seeking a qualified vendor to conduct an annual survey of experiences of care provided to residents in nursing facilities in the State of Maryland.

Minimum Requirements: None

Procurement Method: Competitive Sealed Proposals (COMAR 21.05.03)

Contract Term: July 1, 2007 – June 30, 2008 with two (2) unilateral optional one year renewal periods
Option year 1 renewal period: July 1, 2008 – June 30, 2009 (FY 2009)
Option year 2 renewal period: July 1, 2009 – June 30, 2010 (FY 2010).

eMaryland Marketplace Fee: COMAR 21.02.03.06 requires that the successful offeror under this solicitation pay a fee to support the operation of eMaryland Marketplace. A copy of COMAR 21.02.03.06 can be found on the eMM website at www.eMarylandMarketplace.com.

COMAR 21.02.03.06 includes a fee schedule which offerors should build into their offer prices. Normally, contractors would be required to pay the appropriate fee upon contract award. However, because of the extreme variability in possible usage under the contract, either for a single contractor or for multiple contractors, no fee will be due at the time of initial award. Instead, awards/usage will be summarized and the appropriate fee assessed on a quarterly basis.

The rate(s) or price(s) of the proposal should be sufficient to accommodate the payment of the appropriate fee as per the COMAR 21.02.03.06 fee schedule. Fees may not be quoted as a separate add-on price.

In order to receive a contract award, a vendor must be registered on eMaryland Marketplace. Contractors shall pay the fee as provided by COMAR 21.02.03.06 and in accordance with guidelines issued by the Maryland Department of General Services. These guidelines can be found on the eMaryland Marketplace website at www.eMarylandMarketplace.com.

Electronic Funds Transfer: By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Offeror shall register using the attached form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form (Appendix E). 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 and must include the business identification information as stated on the form and include the reason for the exemption.

Issuing Office: **Maryland Health Care Commission**
4160 Patterson Avenue
Baltimore, Maryland 21215

Issuing Office Point of Contact: Bruce Kozlowski, Director
Center for Long-term & Community-based Services
Maryland Health Care Commission
4160 Patterson Avenue
Baltimore, Maryland 21215
Phone: (410) 764-3482
Fax: (410) 358-1311
e-mail: cchristmyer@mhcc.state.md.us

Procurement Officer: Sharon M. Wiggins
Maryland Health Care Commission
4160 Patterson Avenue
Baltimore, Maryland 21215
Phone: (410) 764-3329
Fax: (410) 358-1236
e-mail: swiggins@mhcc.state.md.us

Contract Monitor: Carol Christmyer, Chief
Center for Long-term & Community-based Services
Maryland Health Care Commission
4160 Patterson Avenue
Baltimore, Maryland 21215
Phone: (410) 764-3575
Fax: (410) 358-1311
e-mail: cchristmyer@mhcc.state.md.us

Deadline for receipt of proposals: **Friday, April 13, 2007**

Proposal(s) Received At: Maryland Health Care Commission
Receptionist Desk
4160 Patterson Avenue
Baltimore, Maryland 21215

Pre-proposal conference: Tuesday, March 20, 2007 at 10:00 a.m. 4160 Patterson Avenue.
Baltimore, MD 21215 (Directions enclosed)

MBE subcontracting goal: A MBE Subcontracting Goal of **25%** has been established for the contract to result from this solicitation.

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Acceptance of a contract resulting from this RFP indicates intent to comply with all conditions that are part of this solicitation document.

PART I

SPECIFIC REQUIREMENTS OF PROPOSED CONTRACT

1.0 INTRODUCTION

The Maryland Health Care Commission ("Commission") is an independent non-partisan state agency with a 15-member commission whose members are appointed by the governor and approved by the senate. The Commission is soliciting proposals from qualified vendors to implement a survey that will assess the experience of care delivered in Maryland nursing homes from the perspective of the responsible parties of facility residents.

Under the provisions of Health-General Article §19-135(d), the Commission, in consultation with the Department of Health and Mental Hygiene and the Department of Aging, is required to develop and implement a system to comparatively evaluate the quality of care and performance of nursing facilities¹ on an objective basis. In addition, the Commission must annually publish the summary findings of the evaluation. The purpose of the comparative evaluation system is to improve the quality of care provided by nursing facilities by establishing a common set of performance measures and making the findings available to nursing facilities, consumers, and other interested parties.

The Commission intends to make a single award as a result of this RFP. All communications regarding this RFP are to be made by or with the Procurement Officer (see Key Information Summary Sheet). Information communicated by the Procurement Officer shall constitute the official position of the Commission.

2.0 BACKGROUND

In August 2001, the Commission released the first *Nursing Home Performance Evaluation Guide* ("Nursing Home Guide") in accordance with Health-General Article §19-135(d). The Guide includes information about 300+ nursing facilities and continuing care retirement communities. Information is displayed for each nursing facility in four categories: facility information, resident characteristics, quality measures, and deficiency reports. Other topics included in the guide are: general information on patient rights, information about how to pay for nursing home care, a consumer checklist, a resident Bill of Rights, and links to other resources. Available on the Internet (<http://www.mhcc.maryland.gov>), the Guide enables Marylanders to search for facilities by geographic location and review facility performance. Inclusion of the results of family or resident surveys into the performance guide is intended to fulfill the legislative requirement for soliciting performance information from consumers and their families.

A study conducted for the Commission in 2004 provided an overview of nursing home satisfaction literature and recommendations to assist Commission staff in implementing public reporting of nursing facility satisfaction. "*Maryland Nursing Home Consumer Satisfaction- Recommendations Report*" (March 2004). The March 2004 report can be found on the MHCC web site:

¹ Nursing facility means a facility as defined in §19-1401 of the Health-General Article.

<http://mhcc.maryland.gov/longtermcare/>. In 2005, the Commission selected a survey instrument and contractor to pilot a family satisfaction survey. The pilot survey was conducted from September to November 2005. Aggregated results of the pilot survey were published on the Commission's web page in April 2006 at <http://mhcc.maryland.gov/>

The survey process to be implemented under this solicitation will collect information about the experience of care from the families or responsible parties of record for persons residing in Maryland nursing facilities.

3.0 PURPOSE

This RFP seeks a qualified vendor to conduct an annual survey of responsible parties' experience of the care provided to residents in nursing facilities. The results of the survey will be incorporated into the Maryland Nursing Home Guide for the use of two audiences: consumers, family members who wish to select a nursing facility for themselves and individual nursing facility staff to identify opportunities for internal improvement. The survey document to be used is in the process of development and will be provided to the selected vendor. The purpose of this solicitation is to select a vendor who has extensive proven experience in successfully delivering the services described in Section 4.0.

4.0 SERVICES TO BE PERFORMED

The Commission requires that the work effort for the family satisfaction survey measurement process include the following: conducting an annual survey, formatting and mailing the survey, tracking survey responses, follow-up with survey recipients, responding to questions from those surveyed or from patients or nursing home personnel, tabulation of responses, facility and statewide report generation, and production of an analytic and methodological report.

4. 1. Develop a Project Workplan for the Contract Period

The work plan shall contain a Gantt chart, showing all major steps of the project with specific dates for completion of each step. In addition, the work plan shall identify all inputs/resources needed for the project. Each of the major steps identified shall be broken into specific tasks and the methodology for performing each task shall be identified, along with the name and position of each staff member responsible for each task. The contractor shall meet with the Commission's contract monitor to finalize the project work plan submitted in the proposal within 10 days following contract award.

Should the Commission determine to exercise its option to continue this contract for one or more of the optional renewal years specified in the section entitled "Contract Term" above, an update of the workplan described in this section is to be submitted for the approval of the Contract Monitor at least 30 calendar days prior to the commencement date of each optional one-year renewal period.

4. 2. Develop a plan to communicate with all nursing facilities in Maryland

relevant information needed to obtain a list of representatives of record, and coordinate survey activities.

Effective communication with nursing facility staff is a critical factor in the success of survey administration because of the importance of enlisting the cooperation and assistance of the nursing homes in identifying potential respondents and in using the results of the survey to improve care. As part of its proposal, a contractor shall develop a Communication Plan which includes the following elements : 1) a methodology for determining an appropriate contact person for each Maryland nursing facility who can provide information from which a list of responsible parties of record can be derived; and 2) a methodology for communication with those facilities both during and following the data collection period to respond to questions concerning the survey and describe how staff can use survey results. All written communications to nursing facilities prepared by the contractor shall be approved by the Commission's contract monitor prior to distribution to any facility.

Should the Commission determine to exercise its option to continue this contract for one or more of the optional renewal years specified in the section entitled "Contract Term" above, an update to the communication plan will be required for each optional one-year renewal period.

4.3 Format the Survey Questions

The Commission's contract monitor will provide survey questions to the contractor in an electronic file. The contractor shall:

a. Format the questions into a document which is suitable for distribution by mail to each identified responsible person, permits the easy recording of survey responses by the respondents and may be easily returned to the contractor for recording of results. The survey instrument to be provided is limited to the number of questions that can be answered in a reasonable period of time (i.e. 20 minutes or less) and includes the following core domains: 1) staff & administration, 2) environment/physical aspects of the nursing facility, 3) activities available, 4) food & meals, 5) resident rights/autonomy/privacy, 6) care provided, and 7) overall experience.

Should the Commission determine to exercise its option to continue this contract for one or more of the optional renewal years specified in the section entitled "Contract Term" above, the survey questions to be supplied to the contractor in first and/or second optional renewal year may differ to some extent from the survey questions provided for the initial contract period.

b. Duplicate the final survey, prepare it for mailing and mail it to the representative sample of responsible parties as specified in paragraph 4.4 below. The materials to be mailed to each participant shall include a postage paid return envelope for return of the survey. All costs associated with survey preparation, duplication, mailing, and obtaining the completed survey are to be reflected in the financial proposal.

4.4. Determine Sample Size, Methods for Selection of Sample, Propose Survey

Methodology

In determining the size of the sample population to be used, the contractor should be aware that the goal of the Commission is to obtain at least a 50% response rate from each nursing facility. The sample selection methodology shall be designed to provide the required sample population to obtain the required response rate in the most cost-effective and efficient manner possible.

a. The contractor shall determine an appropriate sample size and propose, for approval of the Commission's contract monitor, a methodology for determining eligible participants for each licensed nursing home in Maryland. The sample will be based on the number of residents with stays of 90 days or longer and must represent each facility's resident distribution by payment source (Medicaid, private), i.e. if a nursing home has 40% Medicaid and 60% private pay patients, the survey responses must strive to obtain responses of 40% from responsible parties for Medicaid recipients and 60% from responsible parties for private pay patients. All licensed nursing facilities in Maryland should participate in the survey (as of November, 2006, licensed nursing facilities in Maryland numbered 236). The methodology should identify exclusions by category of respondents from the list of potential respondents provided by nursing facilities. Exclusions shall include, at a minimum, 1) residents who are listed as their own responsible party, 2) identified responsible parties who are themselves residents of nursing facilities, and 3) responsible parties whose contact address is a nursing facility (i.e. staff). Other potential categories of excluded responsible parties should be identified with a rationale for the exclusion of that category and a description of how the methodology for sample selection will identify these categories of responsible parties.

b. The survey methodology should address the manner in which the minimum 50% return rate will be achieved. The contractor shall describe in the proposal all information to be requested from each nursing home (i.e. responsible party/family member lists) for purposes of sample selection. Upon receipt of the information, the contractor shall select a representative sample according to the sampling methodology previously approved by the contract monitor.

c. A mixed mode survey methodology is preferred, consisting of at least two mail waves and a follow up strategy to be proposed by the contractor. The follow up strategy is to be employed for any facility not achieving a 50% return rate through the two mail waves.

d. The contractor should justify, through prior experience, by literature-based references or other methods, why the proposed methodology should yield the desired results.

e. Written correspondence to be sent to prospective respondents soliciting their participation and explaining information necessary for completion of the survey shall be prepared by the contractor for sending and shall be subject to the prior approval of the Commission's contract monitor.

Should the Commission determine to exercise its option to continue this contract for one or more of the optional renewal years specified in the section entitled "Contract Term" above, an update of the survey methodology (item b above), drawing of a new sample (items a, b above), and an update of written correspondence to be sent to prospective respondents (item e above) shall be required for each optional one year renewal period.

4.5. Track response return rate; collect & tabulate responses

Following the mailing of the survey to those persons selected by the sampling methodology, the contractor shall:

- a. Track the survey responses for each nursing facility to determine each facility's response rate and communicate in writing the cumulative return rate for each facility to the contract monitor on a weekly basis between the time of the mailing of the survey and the due date for final responses.
- b. Collect and tabulate all data from respondents to the survey. Data collection responsibilities shall include: 1) answering inquiries from all potential survey respondents during the survey collection period, 2) collecting the survey data, and 3) entering all survey data into an electronic spreadsheet for editing and coding, as needed, in preparation for analysis.
- c. Document, categorize and summarize all inquiries, compliments and complaints from respondents about the survey and the survey process for the purpose of identifying information to be used to improve future surveys and the administration processes. A summary of the types of inquiries will be communicated to the Commission's contract monitor every two weeks in writing during the data collection period. A complete categorization and analysis of all inquiries and comments shall be provided as part of the methodological report. The contractor shall provide the Commission with original paper copies of all participant comments at the conclusion of the contract period or before, if requested. As an alternative to returning all copies of participant comments, the Commission's contract monitor may direct the contractor to destroy the original paper copies in a manner that preserves confidentiality. Costs associated with mailing to the Commission or destroying all participant comments should be reflected in the contractor's financial proposal.
- d. Responses from participants who return one, two, or three or more surveys on behalf of different residents shall be further analyzed by the contractor to determine response patterns.

Should the Commission determine to exercise its option to continue this contract for one or more of the optional renewal years specified in the section entitled "Contract Term" above, each of the tasks identified in this section shall be performed for the survey conducted in each one year optional renewal period.

4.6 Data tabulation and report production

Following the receipt of all the survey information, the contractor shall tabulate the data and produce reports as follows:

- a. Facility specific and statewide aggregate reports in both written and electronic forms shall be produced. The reports will consist of at least the following:
 - 1) An introduction explaining the purpose of the survey
 - 2) A description of the sample selection and survey administration methodologies
 - 3) A glossary of terms
 - 4) Directions as to how to read each of the reports

- 5) An interpretation of domain & item level scores
- 6) A description of how the scores may be used to improve care and the processes of care
- 7) An addendum showing statewide item level scores

b. The contractor shall prepare individual facility level reports showing for each facility the results that pertain only to that facility along with a comparison of that facility's results to statewide results and peer group results [peer groupings shall be based on facility size, type of organization (for-profit/not-for-profit), and region of location in the State. In addition, the contractor shall prepare a statewide aggregate report. The reports shall include interpretations of exhibited data. The Commission's contract monitor shall review and approve drafts of sample individual facility reports as well as a sample statewide aggregate report. The contractor shall obtain the approval of the Commission's contract monitor prior to any release of the data and reports.

c. The interpretation of results should be written to meet the information needs of two types of users. The first user is the consumer interested in comparing nursing facilities for the purpose of selecting a facility for themselves or a family member. The second user is the nursing facility staff for the purpose of comparing the results for a particular facility with other similar surveys the facility has previously completed to enable the identification of and provide suggestions for improvements at that facility. The perspective of each of these users should be addressed in the interpretation section.

d. The electronic facility-level report shall be formatted to facilitate efficient incorporation into the Maryland Nursing Home Guide. Before the electronic report is developed, the contractor shall consult with the Commission's contract monitor to obtain the technical specifications required for any reports that are to be posted on the Commission's web site. Currently, Visual Basic or C# programming in asp.net 2.0 on a WIN 2000 server is acceptable. The Commission uses SQL server for web databases. The electronic reports must be formatted in such a manner as to allow for easy comparability across facilities.

e. To maximize understanding of the reports' content by a non-technical audience, the reports should: 1) minimize the use of technical language to only that amount of technical explanation essential to understand the report; 2) explain any technical terms that cannot be eliminated; 3) limit the use of acronyms and provide an explanation of all acronyms used ; 4) provide expanded or "drill down" detail for consumers who wish to know more; and, 5) make effective use of graphics to enhance user understanding.

f. The contractor shall compare the survey conducted under this solicitation to the family survey used in 2005 by domain and peer groupings and report on trending of data across the two surveys. Statewide and facility level comparisons shall be produced. An interpretation of the comparisons between the two surveys shall be prepared which will note opportunities for improvements at both the facility and the state level. The contractor shall include a section comparing the survey administration procedures in the methodological report described below to delineate similarities and differences between the two survey processes.

Should the Commission determine to exercise its option to continue this contract for one or more of the optional renewal years specified in the section entitled "Contract Term" above, the contractor

will report on trending of data from all previous collection years. The trend reports will be presented so as to cumulatively display results from one year to another.

g. The Communication Plan referenced in 4.2 will describe the method of report distribution. Facilities with the capability to receive electronic report formats will receive facility specific reports in electronic format. Facilities lacking such capability will receive paper copies. The process for distribution of paper and electronic reports should be addressed in the Communication Plan.

h. The contractor shall provide a separate electronic file of each survey collected under this contract in a form that will allow Commission staff to analyze such data at a future date.

Should the Commission determine to exercise its option to continue this contract for one or more of the optional renewal years specified in the section entitled "Contract Term" above, items 4.6. a through e and g through h are ongoing activities that must be performed in each optional one year renewal period.

4.7 Produce a Methodological and Trend Report

At the conclusion of data collection, the contractor shall provide a methodological and analytic report which includes the following:

- a. A complete description of sampling and implementation procedures used in the survey;
- b. A complete description of the data processing procedures used;
- c. A complete description of the sampling framework;
- d. A table detailing response rates and dispositions for each case included in the sample;
- e. An analysis of response bias and a description of any weighting of the data, if applicable;
- f. A summary of the data using routine tabulations of frequencies of each response for each survey question;
- g. A summary and trend analysis of the data collected at each facility and at the statewide level as compared to 2005 data;
- h. Tables indicating standard errors, confidence intervals with appropriate notations, and summary graphs;
- i. A table with data based on each core domain;
- j. Five or more tables with data stratified according to the peer groupings used in the 2005 survey, which included: 1) facility size, 2) type of organization (profit/not-profit), 3) region, 4) overall experience scores (if included); and 5) comparisons with high performers, composite scores and other agreed upon (when and by whom?) elements;
- k. A comparison of survey administration procedures between the survey conducted in 2005 and the current survey to delineate similarities and differences between the two survey processes;
- l. A categorization and tabulation of open-ended responder comments;
- m. A description of problems, if any, encountered in the survey administration process

- and, for each such problem, the solution adopted;
- n. The procedures used to maintain confidentiality during the sampling, data collection, data processing, and data storage phases of the project;
- o. Possible suggestions for improvement for future surveys;
- p. Feedback from communications with facilities during data collection that may be useful for future administration of a similar survey;
- q. Comparisons, if applicable, to the contractor's previous findings in studies of other states; and
- r. A complete set of data in a format that the MHCC can display on its website. Any databases, software, web pages developed for use must be submitted with complete documentation.

Should the Commission determine to exercise its option to continue this contract for one or more of the optional renewal years specified in the section entitled "Contract Term" above, the contractor will produce a methodological and trend report according to the specifications outlined in 4.7 in each optional one year renewal period.

Other Requirements

4. 8 Staff Training

If the contractor expects to hire staff to accomplish the work under this contract, the contractor shall provide any necessary staff training in advance of the data collection phase of the project. The contractor shall provide the Commission's contract monitor with a position description and experience/qualifications for each newly hired staff member. All staff making contact with respondents or nursing facilities must have verifiable prior survey and telephone contact experience. An outline of the topics to be covered during the training program shall be submitted for review by the Commission's contract monitor.

4. 9 Proofread Materials

The contractor shall review all data analyzed for calculation errors and shall review all written text for grammatical errors.

4.10 Progress Reports

- a. Throughout the course of the contract period, progress reports including progress on work completed to date, difficulties/issues encountered, and solutions implemented to minimize them are due at three week intervals.
- b. In addition, during the survey collection period, the contractor shall deliver/transmit to the Commission's contract monitor the following: 1) a status report on the cumulative survey response rates for each facility **weekly**; 2) inquiries from family members/responsible parties summarized by category and the general responses to these

inquiries every **two weeks** during data collection; and, 3) a list of difficulties encountered and resulting methodological changes in survey implementation made to minimize these difficulties every **two weeks** during data collection.

4.11 Attend and Testify at Meetings and Hearings

The contractor shall be available to attend meetings with advisory groups or facility representatives and legislative hearings at various times throughout the project and following project completion. Typical examples may include: kick-off meeting at project start-up and a meeting at the release of survey findings, Commission meetings and legislative meetings. Meetings will be approximately two-three hours in duration. Attendance will be at the direction of the Commission's contract monitor. If contractor presentation of information in meetings is required, the contractor shall provide a sufficient number (to be determined by the Commission's contract monitor) of copies of applicable materials for distribution.

The contractor may also, at the request of the Commission's contract monitor, attend various other meetings and hearings. In addition, the contractor shall be available to discuss issues relating to the contract at such meetings and hearings if the Commission or staff so requests. Such work will be considered unit work as referenced in Part IV, section 2.2.

Attendance at meetings is estimated to be up to 30 hours annually, but no guarantee of a minimum number of meeting hours is made.

4.12 Satisfy Timetable

The contractor shall meet the timeframes specified in Part I, Section 5.0.

4.13 Maintain Key Personnel

The Commission believes strongly that the quality of the work for this project is directly linked to both the continuity and the quality of the staff assigned by the contractor. The "key personnel" identified in the contractor's proposal shall be firmly committed for the duration of this contract. In the event a person so designated leaves the employment of the Contractor or Subcontractor(s), the Contractor shall submit to the Contract Monitor, within 10 calendar days after an unexpected/sudden departure or within 20 calendar days prior to a planned departure, a resume for the Commission's contract monitor's approval of the intended replacement.

4. 14 Reports and Deliverables

The contractor shall prepare and deliver to the Commission three (3) paper copies and three (3) copies of electronic files of any report or deliverables required to fulfill this

contract.

4.15 Maintain Confidentiality

In the course of collecting and analyzing these data, the contractor shall examine and have access to information that nursing homes may consider proprietary and confidential. Additionally, the contractor may have contact with individually identifiable patient information. It is the policy of the Commission that confidential patient information, as well as proprietary nursing home information must be protected. The contractor shall be bound by all relevant confidentiality requirements in applicable state and Federal laws and regulations regarding personal identifying information, including HIPPA and the Maryland Medical Records Act, Health General Article § 4-301, et.seq. The contractor shall be responsible for safeguarding the confidentiality of such information by requiring any subcontractor to observe these same protections in dealing with individually identifiable resident information. The importance of such safeguards cannot be overstated. The release of any confidential or proprietary information will be deemed a breach of contract and may lead to the termination of the contract.

The contractor shall sign a MHCC data use agreement (DUA) as part of the contract. A copy of the MHCC's DUA is included in Appendix J.

4.16 Returned Surveys

The contractor will retain paper copies of all returned surveys for a minimum of six (6) months following the end of the contract period. After the six month period, MHCC will be contacted for disposition. At the direction of MHCC, the paper copies will be destroyed. The method of destruction will safeguard confidentiality of these materials, as described in the DUA and 4.15.

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5.0 DELIVERABLES AND KEY PERFORMANCE INDICATORS

Deliverables listed below (except for general requirements) are expected to be completed in the sequence shown below.

Task	Deliverable	Due Date	% Payment
Pre Survey Activities			
4. 1	Finalize the project work plan and meet with MHCC	10 Days after SOCY	
4. 2	Develop communication plan for approval of MHCC	20 Days after SOCY	
4. 4	Determine sample size, exclusions and survey methodology	30 Days after SOCY	
4.4	Obtain information from each nursing facility to select the sample	45 Days after SOCY	
Format Survey Questions			
4.3	Format questions into a document suitable for mailing and recording survey responses	45 Days after SOCY	
4.4	Prepare communication to potential survey respondents for MHCC approval		
4.3	Duplicate survey and mail to selected sample	60 Days after SOCY	25% of contract amount paid upon mailing of survey and approval of invoice
Data Collection			
4.4	Receive survey responses; enter into database for tabulation/analysis	Throughout data collection period	
4.5	Track response rate for each facility	Throughout data collection period	
4.5	Tabulate data	Throughout data collection period	
4.5	Answer inquiries from respondents, document inquiries, complaints, complements	Throughout data collection period	
4.4	Conduct second mail wave	Timing proposed in survey methodology	
4.4	Employ follow-up strategy		25% upon completion of data collection and approval of invoice
Survey Data Analysis			
4.6	Adapt/Write tabulation programs to facilitate reporting of state data, peer group data and facility data		
4.6	Produce reports as specified		
4.5	Adapt/write programs to compare collected data (for facilities and statewide) to 2005 data for peer group and domain categories	Three weeks after completion of data collection	
4.5	Review and categorize verbatim comments provided by respondents; redact records to maintain confidentiality of respondents	Four weeks after completion of data collection	
Report Production			
4.6	Prepare draft facility and statewide reports for approval of MHCC	after completion of data collection	
4.6	Draft interpretation of results for MHCC approval		
4.6	Revise facility and statewide reports based on MHCC		

	modifications		
4.6	Consult with Contract monitor on report forms and public release of information		25% upon approval of report formats
4.7	Produce a methodology, analytic, and trend report		
4.7	Prepare electronic report of cleaned data for each case in final sample		25% upon delivery of all reports and data files
General Requirements			
	Satisfy timetable	As specified	
	Maintain key personnel	As specified	
	Progress reports	Ongoing	
	Attend relevant meetings & testify at hearings as requested by MHCC	As requested by MHCC; throughout contract period	
	Reports & Deliverables - Submit specified number of copies of all reports, data files and documents	Ongoing	
	Maintain confidentiality	Ongoing	

*SOCY – Start of Contract Year

PART II

ORGANIZATION OF PROPOSAL

1.0 GENERAL FORMAT

1.1 Two-Part Submission

- A. Offerors shall submit in separate sealed envelopes technical and financial proposals in the following manner:
 - 1.) One original (to be so labeled) and five (5) copies (one unbound and marked "PIA Copy"*) of the technical proposal in a sealed envelope clearly labeled "Technical Proposal"; and,
 - 2.) One original originals (to be so labeled) and five (5) copies (one unbound and marked "PIA Copy"*) of the financial proposal in a sealed envelope clearly labeled "Financial Proposal".
 - *(see part IV, Section 1.4 for an explanation of this Public Information Act (PIA) copy)
- B. Each envelope shall, in addition, be labeled with the following:
 - 1.) the offeror's name and business address;
 - 2.) the due date/time for receipt of proposals; and
 - 3.) the title of the RFP.
- C. All pages in the technical proposal must be numbered, either consecutively from beginning to end, or consecutively by section.

1.2 Transmittal Letter

Technical proposals are to be accompanied by a brief transmittal letter prepared on the offeror's letterhead, and signed by an individual who is authorized to commit the offeror to the services and requirements as stated in the RFP and proposals. This transmittal letter shall include:

- A. The name, title, address, telephone number, and electronic mail address of the person authorized to bind the offeror to the contract, who will receive all official notices concerning this RFP; and
- B. The Offeror's Federal Tax Identification Number or Social Security Number.
- C. The offeror shall provide an electronic mail address that has the capacity to send and received attached files.
- D. Acknowledgement of the receipt of any amendments/addenda to the RFP.

2.0 VOLUME I: TECHNICAL PROPOSAL

2.1 Format

Proposals shall be clear and precise and shall affirmatively address all points as outlined in Part I, Section 4.0*. All vendors shall present their technical proposal in the following manner:

1. Statement of the Problem
2. Proposed Work Plan
3. Corporate Qualifications
4. Experience and Qualifications of Proposed Staff
5. Economic Benefit to the State

1) Statement of the Problem

The vendor shall clearly demonstrate an understanding of the objectives and goals of the Commission; the purposes of the Nursing Home Guide, an understanding of the full scope of work needed to accomplish the survey; and the specific contribution sought by this solicitation. The "Statement of the Problem" should be limited to no more than five (5) pages.

2) Proposed Work Plan

The vendor shall give a definitive, but concise description of the proposed plan to meet the scope of work and specific activities to be performed described in Part I, Section 4.0 of this RFP. It shall include the specific methods to be used by the vendor in providing the required services. The work plan will identify the number and type of staff needed to complete study activities on time. Specify the anticipated FTE effort of each staff member assigned to the project for each of the activities to be completed. Describe resources, other than staff to be assigned to the project that may be recommended to complete project activities. Other information necessary to complete the scope of work deemed important by the vendor should also be included in the proposal.

The proposed work plan should also demonstrate the capability of the offeror to successfully manage the overall project and subordinate tasks while meeting the deadlines established in Part I, Section 5. The work plan should include an outline of the management practices employed by the firm and a project management plan including control mechanisms used for projects requiring varying staff skill mixes and changing workloads including a description of how subcontractors, if utilized, will be managed.

In addition to the above information, include a description of the experience of the organization in the use of methodologies to achieve a desired sample size.

In addition to the above information, include a description of the experience of the organization in survey administration, managing data received from survey responses, and producing reports for a variety of audiences.

Corporate Qualifications

a. This section should describe overall capabilities of the organization to meet the requirements and timeframes of the RFP. Include descriptions of selected engagements for other clients involving services similar to those requested by this RFP that were successfully performed by the vendor. Any references from firms or organizations for which work of a similar or related nature to this RFP was completed should be included. Each reference should identify the name of each organization, point of contact and telephone number. The Commission shall have the right to contact these references as part of the evaluation and selection process

The offeror shall submit an organization chart delineating lines of control between the contract staff and organization's senior management. A discussion accompanying the organization chart shall describe how senior management will monitor contract performance and ensure quality.

b. The Vendor shall provide Documentation of Fiscal Integrity as specified by, but not limited to, the following:

- 1) Recently audited (or best available) financial statements;
- 2) Successful financial track record;
- 3) Adequate working capital;
- 4) Lines of credit.

c. The Vendor shall provide a Legal Action Summary that includes:

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

d. As part of its offer, each Offeror is to provide a list of all contracts with any entity of the State of Maryland that it is currently performing or which have been completed within the last 5 years. For each identified contract the Offeror is to provide:

- 1) The State contracting entity
- 2) A brief description of the services/goods 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.

4. Experience and Qualifications of Proposed Staff

This section should describe how the proposed staff experience relates to the expertise needed by the RFP. This section should include individual resumes for personnel that are to be assigned to the project. Each resume should include the amount of experience the individual has had relative to the work called for in this solicitation. Resumes should include, at a minimum, the following categories: name; current position and responsibilities, previous positions listing number of years in each; proposed position in this contract; description of related experience, skills, or knowledge; and educational achievements. Letters of intended commitment to work on the project from proposed personnel, including contractors, should be included with the proposal. An organizational chart that shows lines of authority and reporting relationships among staff assigned to the project should be included.

5. Economic Benefit to the State

The offeror shall describe the benefits that will accrue to the Maryland economy as a direct or indirect result of the offeror's performance of the contract resulting from this RFP.

Offerors shall not include any detail of the financial proposal with this technical information. Economic benefits include:

- An estimate of the percentage of contract dollars to be recycled into Maryland's economy in support of the contract, through the use of Maryland subcontractors, suppliers, and joint venture partners. Offerors should be as specific as possible and provide a breakdown of expenditures in this category.
- The numbers and types of jobs for Maryland residents resulting from the contract. Indicate job classifications, number of employees in each classification, and the aggregate payroll to which the contractor has committed at both prime and, if applicable, subcontract levels.
- Tax revenues to be generated for Maryland and its political subdivisions as a result of this contract. Indicate tax category (sales tax, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the contract.
- The estimated percentage of subcontract dollars committed to Maryland small business and MBEs.
- In addition to the factors listed above, the offeror should explain any other economic benefit to the State of Maryland that would result from the Offeror's proposal.

2.2 Summary of items to be completed and submitted with Technical Proposal

- 1) Transmittal Letter
- 2) Bid/Proposal Affidavit

State procurement regulations require that each proposal submitted by an offeror include a Bid/Proposal Affidavit. A copy of this Affidavit is included as Appendix C of Part VI of this RFP.

- 3) References
- 4) Organizational Chart
- 5) Fiscal Integrity Documentation
- 6) Legal Action Summary
- 7) MBE Utilization and Fair Solicitation Affidavit (MBE Attachment A, Appendix K)
- 8) Past State Experiences
- 9) Confidentiality Statement w/justification (Identify any sections of the proposal that are considered "trade secrets" and/or confidential or proprietary information. For a detailed explanation of this requirement, see Part IV, Section 1.4 Confidentiality of Proposals).

NOTE: If an offeror fails to submit MBE Attachment A at the time of submittal of the offer as required, the Procurement Officer will deem the offer not reasonably susceptible of being selected for award of the contract.

3.0 VOLUME II: FINANCIAL PROPOSAL

3.1 FORMAT

Offerors shall enter all price information on Appendix A: "Financial Proposal Sheet", and submit it under separate sealed cover as described in Section Part II, Section 1.1.above. When preparing their financial proposal, offerors should take into account the requirements for payment of an eMaryland Marketplace fee, which may not be separately priced (see Key Summary Information Summary).

In addition, the offeror shall supply the following information as part of the financial proposal:

- A. The Financial Proposal Summary Sheet must be completed and submitted in duplicate, each with an original signature of an individual authorized to bind the offeror to the prices proposed. The "Total Proposed Project Cost" stated on this form will be the price used for comparison, evaluation, and recommendation for contract award.
- B. The Financial Proposal Sheet should present the detail by tasks to support the prices proposed. These line item prices will be used for contract management purposes and for invoicing/payment purposes, but will not be individually compared as a basis of award. The prices must reflect all expenses that the offeror intends to invoice if awarded the contract.

In addition, the offeror shall supply the following information as part of the Financial Proposal

3.2 Summary of items to be completed and submitted with the Financial Proposal

MBE Participation Schedule (MBE Attachment B, Appendix K)

NOTE: If an offeror fails to submit MBE Attachment B at the time of submittal of the Offer as required, the Procurement Officer shall deem the offer not reasonably susceptible for being selected for award of contract and the proposal will not be further considered.

2) Confidentiality Statement w/justification (Identify any sections of the proposal that are considered "trade secrets" and/or confidential or proprietary information. For a detailed explanation of this requirement, see Part IV, Section 1.4 Confidentiality of Proposals.

PART III

EVALUATION AND SELECTION PROCEDURE

1.0 Evaluation Committee

A committee will conduct the evaluation of proposals. Proposals will be reviewed as a preliminary matter by the Procurement Officer to determine if they meet any minimum requirements set forth in the Key Information Summary and Part I, section 1.0, and if the required MBE documentation is included. Offerors that do not submit a properly completed and signed *MBE Utilization and Fair Solicitation Affidavit*, (MBE Attachment A, Appendix K) with their technical proposal will be found not reasonably susceptible for award. Proposals that do not meet the minimum requirements, or are otherwise found not reasonably susceptible for award will not be considered further and the financial proposal will be returned unopened. During the evaluation process, the committee may request technical assistance from any source. Technical proposals will be evaluated in accordance with the criteria listed in Part III, Section 1.1 below.

The financial proposals will not be distributed to the committee until the technical evaluation is completed. Alternatively, a separate committee may be established to evaluate financial proposals concurrently with the committee that is evaluating the technical proposals. In this case, the separate committees may have no contact with each other until the time that both committees have completed their assigned tasks.

1.1 Evaluation Criteria

The evaluation criteria set forth below are arranged in descending order of importance. (1 is more important than 2 and 2 is more important than 3, etc.).

1. Proposed work plan
2. Experience of proposed staff
3. Corporate qualifications
4. Statement of the problem
5. Economic benefit to the state

A. WORK PLAN

1. The overall approach is described for: communication with nursing facilities to obtain information from which the sample will be derived; communication of important information during and following the data collection period; and, describing, in writing and orally, the results of the survey.
2. The soundness of the approach to identifying and resolving survey administration problems;
3. The soundness of the overall approach for defining and producing the required reports;

4. Feasibility and reasonableness of the project and task-specific management approach to the requirements specified in Part I Section 4 of this RFP. How sound is the methodology used to carry out the work plan?
5. Appropriateness of the plan for protecting information collected and safeguarding any personally identifiable information.
6. To what extent does the proposed work plan succeed in meeting the requirements and time frames of the RFP? Are the proposed time frames realistic?
7. How sound is the methodology used to carry out the work plan?
8. To what degree has the vendor had experience with similar projects?
9. Does the vendor demonstrate experience in survey administration, data collection, tabulation and analysis, interpretation of data and writing reports for public report?
10. Is there a project management plan that includes project control mechanisms? How sound is the plan?

B. EXPERIENCE AND QUALIFICATIONS OF THE PROPOSED STAFF

1. Combined experience of the proposed staff in conducting consumer surveys, analyzing data and interpreting the results, and producing reports for public use about satisfaction/experience of care.
2. Experience of the proposed project manager and other key staff in the management of survey administration and analysis of data from consumer surveys.
3. How well are the named individuals matched to this project with respect to their past work experience and credentials?
4. Experience of staff in designing, writing, and producing reports required by the project including experience interpreting and explaining technical information for general audiences.
5. Are letters of commitment from each staff member assigned to the project included?
6. Is the proposed staffing pattern adequate to perform the proposed services?

C. CORPORATE QUALIFICATIONS

1. Does the vendor demonstrate experience in survey administration, analysis and interpretation of survey results and producing data for public report of health care information?
2. Degree of corporate experience conducting work with survey administration and analysis of data.
3. Degree of corporate experience producing written reports for public use from surveys or similar

consumer activities conducted by the vendor.

4. A demonstrated corporate commitment to providing quality services.
5. Demonstrated ability to produce high quality deliverables within fixed costs and time frameworks.
6. Sufficient resources and personnel to complete the task are demonstrated?

D. Statement of Problem

1. Has the offeror clearly demonstrated an understanding of the scope of work or is the RFP repeated in the offeror's proposal?

E. Economic Benefit to State of Maryland

1. How many contract dollars are to be recycled into Maryland's economy?
2. How many and what types of jobs for Maryland residents will result?
3. Is any other economic benefit to the State of Maryland identified?

1.2 Evaluation Process

The Procurement Officer will first determine if all minimum requirements as specified in the RFP, if any, have been met, including submission of a completed *MBE Utilization and Fair Solicitation Affidavit* (MBE Attachment A) in cases where a subcontracting goal has been established. Any technical proposal that does not include a completed *MBE Utilization and Fair Solicitation Affidavit* (MBE Attachment A) will be determined "not reasonably susceptible for award of contract." Any offeror who does not meet minimum requirements will be declared "not responsible." If either determination is made at this point the offeror's proposal will be returned without opening the financial portion. The committee will then evaluate each technical proposal using the evaluation criteria set forth above. As part of this evaluation, the Committee may hold discussions with all qualified or potentially qualified offerors (see Section 1.3 below). Only those offerors whose technical proposals are ultimately deemed reasonably susceptible of being selected for award and who are determined "responsible" will be considered "qualified offerors." Accordingly, if the committee, with the concurrence of the Procurement Officer, determines at any time that an offeror is not reasonably susceptible of being selected for award, or the Procurement Officer determines an offeror not to be responsible, that offeror will be notified and the financial proposal returned unopened if possible.

Following the completion of the technical evaluation of all offerors, including any discussions, the committee will rank each qualified offeror's technical proposal. Unless there is a separate evaluation team to review financial proposals, the financial proposal of each qualified offeror will then be distributed to the committee. If an MBE subcontracting goal has been assigned to the solicitation, the Procurement Officer will first determine if a completed *MBE Participation Schedule* (MBE Attachment B, Appendix K) has been included with the financial proposal. If not, the entire proposal will be declared "not reasonably susceptible for award of contract," and will not be given further consideration. The committee may then reenter into discussions

concerning the qualified proposals. Unless already evaluated by the financial team, at this point the committee will rank each offeror's financial proposal from lowest to highest cost to the State. Then, if it is determined to be in the best interest of the State, the Procurement Officer may invite offerors to make final revisions to their technical and/or financial proposals through submission of a Best and Final Offer (See Part III, Section 1.4).

The committee will recommend the offeror whose overall proposal provides the most advantageous offer to the State considering price and the evaluation criteria set forth in the RFP. In the case of multiple awards the next advantageous, and the next after that up to the number stated in Part I, Section 1.0, will also be recommended. In arriving at this recommendation, the technical proposal will be afforded *more* weight than the financial proposal. If, however, the technical ranking is essentially equal for two or more offerors, the cost as described in the financial proposal may become the primary determinant of award.

As permitted by COMAR 21.05.03.03A(6), the Procurement Officer and agency head may accept or decline any or all recommendations from the committee. Nevertheless, in each case, the criteria set forth in Part III, Section 1.1 will govern decisions.

The Commission will notify all offerors of the outcome of the solicitation. If an MBE subcontracting goal was established for this solicitation, the notification will include instructions and the deadline for the recommended offeror to submit the remaining MBE documentation: *Outreach Efforts Compliance Statement (MBE Attachment C)* and *MBE Subcontractor Project Participation Statement (MBE Attachment D)*. Once all contract approvals have been obtained, notice of award of the contract will be published by the -- Commission in the Maryland eMM.

1.3 Discussions

The Evaluation Committee may enter into discussions with qualified or potentially qualified offerors as set forth in COMAR 21.05.03.03.C. Discussions, however, need not occur (See COMAR 21.05.03.02.A (4)). Offerors may be asked to participate in face-to-face discussions with the committee or other State representatives concerning either or both their technical or financial proposals. Discussions may also be conducted via teleconference or may take the form of questions to be answered by the offerors and conducted by mail, E-mail, or facsimile transmission at the discretion of the Commission.

1.4 Best and Final Offers

When it is deemed in the best interest of the State, the Procurement Officer may permit qualified offerors to revise either their initial technical or initial financial proposal or both initial proposals by submitting a Best and Final Offer (BAFO). The Procurement Officer shall notify each qualified offeror of the scope of the requested BAFO, and shall establish a date and time for the offeror's submission. The Procurement Officer may require more than one series of discussions and BAFOs for either or both proposals if the agency head or designee makes a determination that it is in the State's best interest to conduct additional discussions or change the Commission's requirements and require another submission of a BAFO. If more than one BAFO is requested, an offeror's immediate previous offer shall be construed as its best and final offer unless the offeror submits a timely notice of withdrawal or another BAFO. The Procurement Officer may consult with and seek the recommendation of the Evaluation

Committee during the best and final offer process.

1.5 Debriefing of Unsuccessful Offerors

Unsuccessful offerors shall be debriefed upon their written request to the Procurement Officer. The Commission shall honor requests for debriefings at the earliest permissible time.

1.6 Protests

The State of Maryland provides formal procedures for any offeror to protest the award, or the proposed award, of a contract. All protests must be filed in accordance with Md. Code Ann., St. Fin. & Proc. §15-215 through §15-223 and with COMAR 21.10.02.

1.7 Litigation Bond

Each offeror must submit with its proposal a Litigation/Protest Bond in the amount of 10,000. The purpose of the Litigation/Protest Bond is to discourage frivolous lawsuits and protests by permitting the Commission to recover its attorney fees and damages that result from delay in implementing a contract.

A claim upon the bond may be made by Commission if:

1. The offeror brings any legal action or protest against the Commission, DHMH, the State of Maryland, the DDA, Office of Procurement and Support Services, or any individual member thereof, or any employee of the State, over the award of the contract resulting from this RFP.
2. The Commission/DHMH or such other party is the prevailing party at the conclusion of the action or protest, and;
3. The tribunal before which the action was brought, or any other authorized tribunal that determines the action or any portion thereof was frivolous, was brought in bad faith, or was based upon unreasonable grounds.

The bond shall be in the form of a policy or certificate issued by a surety company licensed to do business in the State and shall be subject to approval by the Procurement Officer. The bond shall remain in effect two (2) years from the Proposal submission date. Offerors may request a release of the bond after six (6) months from the Contract commencement date in return for a release and Covenant Not to Sue in a form acceptable to the Procurement Officer, signed by the offeror, notarized and accepted by the Procurement Officer.

PART IV

GENERAL INFORMATION AND INSTRUCTIONS

1.0 PROPOSAL INFORMATION

1. 1.1 Pre-proposal Conference (See Key Information Summary Sheet for location, time, etc.)

While attendance at the pre-proposal conference is not mandatory, the information presented may be informative. All interested offerors are encouraged to attend in order to be better able to prepare an acceptable proposal.

In order for the Commission prepare for this conference, prospective attendees are requested to telephone Sharon Wiggins, Procurement Officer at (410) 764-3329 no later than **Friday, March 16, 2007, 12 noon** to prepare notice of the anticipated number of individuals who will attend, as well as to provide an acknowledgement of receipt of the RFP.

Any individual interested in attending the pre-proposal conference who is in need of an accommodation due to his/her disability should contact the Issuing Office a minimum of five working days prior to the conference to request the necessary accommodation.

- 1.2 Questions and Inquiries

Questions may be submitted in writing to the Issuing Office Point of Contact in advance of the pre-proposal conference. As practical and appropriate, the answers to these pre-submitted questions will be provided at the pre-proposal conference. Additionally, questions, both oral and written, will be accepted from the prospective offerors attending the pre-proposal conference and will be answered at this conference or in a subsequent transmittal.

Subsequent to the pre-proposal conference, the Issuing Office will accept written questions until there is insufficient time for a response to impact on a proposal submission. Questions that have not been previously answered and that are deemed to be substantive in nature will be answered only in writing, with both the question(s) and answer(s) being distributed to all persons known by the Issuing Office to have obtained the RFP.

Should a potential offeror identify alleged ambiguities in the specifications or contract provisions included in this RFP, or should there be doubt as to the meaning or intent of any section or subsection herein, the potential offeror must request clarification from the Procurement Officer prior to the proposal due date. Failure to do so may prevent consideration of a future protest. (See COMAR 21.10.02.03).

1.3 RFP Revisions

If it becomes necessary to revise any part of this RFP, addenda will be provided to all persons who are known by the Procurement Officer to have received the RFP. Acknowledgement of the receipt of all amendments, addenda, and changes issued shall be required from all persons receiving the RFP. Failure to acknowledge receipt of addenda will not excuse any failure to comply with the contents of the addenda.

1.4 Confidentiality of Proposals

The copy marked "PIA" of any proposal submitted in response to this RFP must identify all parts of the technical and financial proposal that the offeror deems to contain trade secrets or information of a confidential and/or proprietary nature. (See Part II, section 1.1, A) This copy must also include a statement by the offeror regarding the rationale for the parts so identified. Compliance with this requirement is set forth in Part IV, Section 2.14, #2. Note that a blanket statement by an offeror that its entire proposal is confidential or proprietary is unacceptable.

1.5 Duration of Offer

A proposal submitted in response to this solicitation is binding upon the offeror and is considered irrevocable for a minimum of 120 days following the closing date for receipt of initial proposals or the closing date for receipt of a best and final offer, if any. This period may be extended by written mutual agreement between the offeror and the State.

1.6 Modifications or Withdrawals

Proposals may be modified or withdrawn by written notice to the Issuing Office prior to the closing date/deadline for receiving proposals. A facsimile transmission or telegram is also acceptable for this purpose; however, offerors are advised to document the exact date/time of transmission. A printed fax confirmation sheet is sufficient or, in the case of a telegram, a written confirmation from the telegraph office showing the date/time that the original message was received from the offeror at the telegraph office.

1.7 Late Actions

A proposal, request to withdraw a proposal, or a modification to a proposal is late, if the Issuing Office does not receive it by the closing date and time at the place designated for receipt of proposals (See Key Information Summary Sheet). A late proposal, late request for withdrawal

or late modification will not be considered, except under the following circumstances:

- A. When a late proposal is received before contract award and the proposal, the modification, or withdrawal would have been timely but for the action or inaction of State personnel directing the procurement activity or by the action or inaction of their employees.
- B. A late modification of a successful proposal, which makes its terms more favorable to the State, shall be considered at any time it is received and may be accepted at the sole discretion of the State. (See COMAR 21.05.02.10).

1.8 Rights of the Procurement Officer

The Procurement Officer reserves the right to cancel this RFP, in whole or in part, to reject any or all proposals, to waive minor irregularities in proposals, and/or to allow the offeror to correct a minor irregularity if the best interest of the State will be served by so doing. Additionally, the Procurement Officer, at his/her discretion, may negotiate with all qualified (or potentially qualified) offerors in an effort to serve the best interests of the State of Maryland.

1.9 Incurred expenses

The State of Maryland is not responsible for any expenses incurred by the offeror in preparing and submitting a proposal in response to this RFP.

1.10 Multiple Proposals

An offeror may not submit multiple proposals in response to this solicitation.

1.11 Alternate Proposals

An offeror "may not" submit an alternate proposal in response to this RFP.

1.12 Corporate Registration/Verification of Tax Payment

All corporations doing business in Maryland are required by law to be registered with the State of Maryland's, Department of Assessments and Taxation, and Department of Labor, Licensing and Regulation. Corporations that are not incorporated within the State of Maryland are required to have a resident agent. The resident agent must be either an individual (not the corporation itself) with an address within the boundaries of Maryland or a corporation that represents other corporations as a resident agent. Further, both corporations and individuals must verify that they carry no tax liability by contacting the Comptroller's Office.

The successful offeror shall be responsible for ensuring that all subcontractors meet these requirements, and further, that the contractor and all subcontractors shall meet these requirements for the duration of the contract, including option years.

Any potential offeror who has questions concerning this requirement is advised to contact the Department of Assessments and Taxation, at (410) 767-1330. It is strongly recommended that potential offerors and subcontractors be completely registered prior to the due date for receipt of proposals. Failure to register may result in an offeror's proposal being deemed unacceptable.

1.13 Reserved

This subsection has been left intentionally blank.

1.14 Delivery/Handling of Proposals

Offerors may either mail or hand-deliver proposals. Hand-delivery includes delivery by commercial carrier. For any type of direct (non-mail) delivery, offerors are advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery. (See Part VI, Appendix B, "Standard Addendum for the Means of Delivering Bids and Proposals.")

Proposals will not be opened publicly, but will be opened in the presence of at least two State employees. After the established due date, a Register of Proposals will be prepared that identifies each offeror. The register of proposals will be open to inspection only after the procurement officer makes a determination recommending the award of the contract.

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

1.15 Federal Funding Acknowledgement

The contract awarded as a result of this RFP will contain no federal funds.

1.16 MBE Requirements

A Minority Business Enterprise (MBE) subcontract participation goal of an amount not less than 25 % of the total dollar value of the contract has been established for this procurement. By submitting a response to this solicitation, the offeror agrees that one or more Maryland Department of Transportation (MDOT) certified MBEs will perform this percentage of the dollar value of the contract. That is, a prime contractor — including an MBE prime contractor or a

prime contractor comprising a joint venture that includes MBE partner(s)— must accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors. In the event that two or more offers are determined by the Procurement Officer to be equal, the Commission may award a contract to the offeror whose proposal reflects the highest percentage of certified MBE participation.

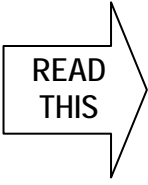
B. Proposal/Contract Submission Requirements – MBE Participation Documentation

1.) MBE Utilization and Fair Solicitation Affidavit (MBE Attachment A)

The following document shall be considered as part of the contract and shall be furnished by the offeror with the offeror's technical proposal. The offeror shall submit a completed MBE Utilization and Fair Solicitation Affidavit (see Appendix K, MBE Attachment A), whereby the offeror acknowledges the MBE participation goal and commits to make a good faith effort to achieve it, and affirms that in the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors, and that the solicitation process was conducted in such a manner so as to not otherwise place MBE subcontractors at a competitive disadvantage to non-MBE subcontractors. Offerors must select either box 1b on the Affidavit, reflecting an intention to make a good faith effort to meet the goal, or box 1c on the Affidavit, reflecting an expectation that the goal will be partially, or not at all, met and that a waiver will be requested. This Affidavit must be submitted with the technical proposal.

2.) MBE Participation Schedule (MBE Attachment B)

The following document shall be considered as part of the contract and shall be furnished by the offeror with the offeror's financial proposal. The offeror shall submit a completed MBE Participation Schedule (see Appendix K, MBE Attachment B) of MDOT certified Minority Business Enterprises whereby the offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified Minority Business Enterprises at the time of submission and naming each proposed certified MBE who will participate in the project and describing the contract items to be performed or furnished by the MBE. The offeror shall specify the price and/or the percentage of contract value associated with each MBE subcontractor identified on the MBE Participation Schedule. This Attachment must always accompany the financial proposal. If Box 1b of the Affidavit (MBE Attachment A) is selected, Part 1 and Part 2 of this Attachment B must be fully completed as set forth herein. If Box 1c is selected, Part 1 of this Attachment B must be completed and Part 2 must include any MBE subcontractors that will partially complete the goal, or, if a total waiver is to be requested, the information in Part 2 may be blank. Note, this Attachment B must be submitted with the financial proposal regardless of which option (b or c) is selected in section 1 of the Affidavit (MBE Attachment A).



ATTENTION: If an offeror fails to submit properly completed MBE Attachment A and MBE Attachment B at the time of submittal of the offer as required, the Procurement Officer will deem the offer not reasonably susceptible of being selected for award of contract.

3.) Other Documentation

Within 10 working days from notification that it is the apparent successful offeror, or from the date of award, whichever is earlier, (COMAR 21.11.03.10.B), the apparent successful offeror must submit to the Commission's Procurement Officer:

- a.) A completed Outreach Efforts Compliance Statement (see Appendix K, MBE Attachment C), signed by the offeror, which shall be considered as part of the contract. It shall include:
 - (i) A listing of specific work categories identified by the offeror, in which there are subcontracting opportunities,
 - (ii) Copies of written solicitations used to solicit certified MBEs for these subcontracting opportunities,
 - (iii) A description of the offeror's attempts to personally contact the solicited MBEs, and
 - (iv) A description of offeror's efforts to fulfill or seek waiver of bonding requirements, if bonding required.

- (b.) A completed Subcontractor Project Participation Statement (see Appendix K, MBE Attachment D).). This statement must be consistent with the information included on the MBE Participation Schedule (MBE Attachment B), unless any changes in MBE subcontractors have been submitted to and approved by the Commission. The Subcontractor Project Participation Statement, which shall be considered to be part of the contract, shall be signed by both the offeror and each MBE listed and shall include:
 - (i) A statement of intent to enter into a contract between the prime contractor and each subcontractor if a contract is executed between the Commission and the prime contractor, and
 - (ii) The amount and type of bonds required of MBE subcontractors, if any.

- (c.) Any other documentation considered appropriate by the Commission to ascertain offeror responsibility in connection with the contract MBE participation goal.

ATTENTION: If the apparent awardee fails to return each completed document within the required time, and in compliance with the requirements of this section B.2, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

4.) MBE Participation Waiver

If the apparent successful offeror is unable to achieve the contract goal for certified MBE participation, the offeror must submit instead of, or in conjunction with an MBE Subcontractor Project Participation Statement, a written request for a waiver with justification, to include the following:

- (a) A detailed statement of the efforts made to select portions of the proposed work to be performed by the certified MBE's in order to increase the likelihood of achieving the stated goal;
- (b) A detailed statement of the efforts made to contact and negotiate with certified MBEs including the names, addresses, dates, and telephone numbers of the certified MBEs contacted and a description of the information provided to the certified MBEs regarding plans, specifications, and anticipated time schedules for portions of the work to be performed;
- (c) As to each certified MBE that placed a subcontract quotation or offer that the apparent successful offeror considered not to be acceptable, a detailed statement of the reasons for this conclusion; and
- (d) In the event certified minority subcontractors are found to be unavailable, a signed and notarized MBE Statement of Unavailability (MBE Attachment E) must be prepared by the apparent successful offeror, including the names, addresses, dates, and telephone numbers of the certified MBEs contacted, and the reason each MBE is unavailable. A waiver of a certified MBE contract goal shall be granted only upon reasonable demonstration by the apparent successful offeror that certified MBE participation was unable to be obtained or was unable to be obtained at a reasonable price and if the Secretary or designee determines that a waiver serves the public interest. The Code of Maryland Regulation citation ((COMAR 21.11.03.11) governing the MBE waiver is included as MBE Attachment F.

C. MBE Compliance

The Commission will ensure ongoing compliance with subcontracting requirements by way of periodic reviews conducted by the Commission and periodic reporting by both the prime contractor and certified MBE subcontractor(s). To this end the contractor shall:

- 1.) Submit monthly to the Commission as noted below a Prime Contractor Unpaid MBE Invoice Report (MBE Attachment G) listing any unpaid invoices, over 30 days old, received from any certified MBE contractor, the amount of each invoice and the reason payment has not been made;
- 2.) Include in its agreement with certified MBE subcontractors a requirement that those subcontractors submit monthly to the Commission, a Subcontractor Payment Report (MBE Attachment H) that identifies the prime contract and lists all payments received

from the contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices;

Attention: One copy of each report noted above, is to be submitted monthly to the Commission's Contract Monitor identified in this PART III of this solicitation and to the Office of Community Relations, 5th floor, 201 West Preston Street, Baltimore, MD 21201 (410) 767-6600.

- 3.) Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of the work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the contractor and furnished to the Procurement Officer on request;
- 4.) Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for Department inspection for a period of three years after final completion of the contract; and
- 5.) At the option of the procurement agency, upon completion of the contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

Upon determining the contractor's non-compliance, the Commission shall notify the contractor in writing of its findings and shall specify what corrective actions are required. The contractor shall be required to initiate the corrective actions within 10 days and complete them within the time specified by the Commission. If the Commission determines that substantial noncompliance with MBE contract provisions exists and that the prime contractor refuses or fails to take corrective action required by the Commission, then the following sanctions may be invoked:

- 1.) Withholding payment;
 - 2.) Termination of the contract;
 - 3.) Suspension of the right of the contractor to participate in any future contracts;
 - 4.) Referral to the Office of the Attorney General for appropriate action;
 - 5.) Initiation of any other specific remedy identified by the Contract; and
 - 6.) Any other compliance mechanism authorized in COMAR 21.11.03. or available at law.
- D. If the Commission determines that the contractor has not complied with the certified MBE subcontractor participation goal, and has not obtained a waiver (See Appendix K, MBE Attachment F), the Procurement Officer, upon review by the Office of the Attorney General, may determine the contractor to be in breach of contract. The reasons for this action shall be specified in writing and mailed or delivered to the

contractor.

E. All questions related to MBE certification must be directed to:

Maryland Department of Transportation
Office of Minority Business Enterprise/Equal Opportunity
P.O. Box 8755
BWI Airport
Baltimore, Maryland 21240
Telephone: (410) 865-1269

2.0 CONTRACT INFORMATION

2.1 Duration of Contract

The contract(s) resulting from this RFP shall be for a period as stated on the Key Information Summary Sheet. All options shall be exercised at the sole discretion of the Commission and shall comply with all terms and conditions in force at the time the option exercised.

If the contract does not commence on the date stated, the contract shall be effective for six months from the actual commencement date.

At the sole discretion of the State, any contract awarded as a result of this RFP may be extended for "three months", in order to maintain continuity of care or to assure continued delivery of essential goods and services pending award of a subsequent contract. In the event of an extension:

- 1.) All terms and conditions of the contract in force prior to the extension shall continue in force in the extended contract, and
- 2.) Compensation to the vendor shall be prorated, based on the most recent annual payment figure.

2.2 Invoicing/Payment/Retainage/Withholding

A. Invoicing

Invoices must be addressed to: Bruce KOZLOWSKI, DIRECTOR, CENTER FOR LONGTERM & COMMUNITY-BASED SERVICES, 4160 PATTERSON AVENUE, BALTIMORE, MARYLAND 21215, with one copy of this invoice, marked "copy", submitted to Bridget A. Zombro, Deputy Director, MHCC, 4160 Patterson Avenue, Baltimore, Maryland 21215. All invoices must (at a minimum) be signed and dated in addition to including the vendor's mailing address, the vendor's Social Security number or Federal Tax ID number, the State's assigned contract control number and ADPICS number, the

goods/services provided, the time period covered by the invoice, and the amount of requested payment.

B. Payment Terms/Billing

Payment to the Contractor will be made after successful completion of tasks as described in Part I, sections 4.1 – 4.3 (25% of total contract price payable after successful completion); 4.4 (25% of total contract price payable after successful completion); 4.5 - 4.6 (25% of total contract price payable after successful completion) and final recommendations and draft report (25% of contract price payable after successful completion). The Contractor will be paid for unit work hours associated with the General Requirements in Part I, Section 4.2 and with the consent of the Contract Monitor.

Electronic Funds Transfer (EFT) is available. If the Contractor prefers payment via electronic funds transfer rather than via check, register using form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form (Appendix E)

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

C. Funding for any contract(s) resulting from this RFP is dependent upon appropriations from the Maryland General Assembly.

2.3 Contract Type

The contract resulting from this RFP will be a Firm Fixed Price Contract as described in COMAR 21.06.03.02 with respect to the Fixed Work component, and an Indefinite Quantity as described in COMAR 21.06.03.02 and 21.06.03.06 with respect to the unit work.

2.4 Subcontracting

With prior written approval by the State, the successful offeror may subcontract certain elements of a contract awarded as a result of this RFP. Notwithstanding any subcontracting arrangement, the successful offeror shall be held fully responsible to the Commission for the

proper accomplishment of all elements of the contract.

All subcontractors must be identified in the offeror's proposal, including a description of the subcontractor's role in the performance of the contract.

Subcontractors must meet the same mandatory requirements as the primary contractor, and will have to comply with the provisions of this RFP concerning staff qualifications and experience for the specific levels of services required for this contract.

2.5 Contract Document

Part V of this RFP will serve as the contract between the Commission and the successful offeror for goods/services detailed in Part 1 of this RFP. All requirements, conditions, and stipulations contained therein shall prevail once all mandated approvals have been received and the Maryland Health Care Commission and the successful vendor execute the contract.

2.6 Contract Affidavit

All offerors are advised that, if a contract is awarded as a result of this RFP, the successful offeror will be required to complete a Contract Affidavit as set forth in Appendix D. The Contract Affidavit must be submitted within ten (10) business days of being notified of being recommended for award.

2.7 Insurance Requirements

The successful offeror resulting from this RFP must show evidence of third party legal liability insurance for themselves and any subcontractor under the agreement covering claims arising from the operations and provided under this contract. These insurance coverages shall include the statutory limit for Workers' Compensation coverage; a minimum of \$500,000 aggregate for Commercial General Liability coverage; a minimum of \$100,000 for each Professional Liability or Malpractice coverage, if applicable; and automobile liability coverage, if applicable. All coverages shall be provided by insurance companies licensed to do business in the State of Maryland and shall be endorsed to provide 30 day notice of cancellation or non-renewal to the Commissions Contract Monitor.

All insurance shall be in an amount and type acceptable to the State of Maryland. Any self-insurance program must be documented including any necessary regulatory approval. The Contractor will name the State of Maryland as an Additional Named Insured on all liability policies (Workers' Compensation excepted) and provide certificates of insurance evidencing this coverage prior to the commencement of any activities.

2.8 Amendments

Any amendment to this contract must first be agreed to in writing by both parties and approved by the Procurement Officer, or other authorized officer of the Commission, subject to any additional approvals as may be required by State law. No amendment to this contract shall be binding unless so approved.

2.9 Substitution of Personnel

All personnel described in the contractor's proposal, or identified at the initiation of the contract, shall perform continuously for the duration of the contract, and for so long as performance is satisfactory to the Commission's Contract Monitor. The Contract Monitor will give written notice of performance issues to the contractor, clearly describing the problem and delineating remediation requirement(s). The contractor shall respond with a written remediation plan within three business days and implement the plan immediately upon written acceptance of the Contract Monitor. If performance issues persist, the Commission's Contract Monitor may give written notice or request the immediate removal of person(s) whose performance is at issue, including the Director of Operations, and determine whether a substitution is required.

The contractor may not substitute personnel, other than by reason of an individual's death, sudden illness or termination of employment, without the prior written approval of the Contract Monitor. To replace any personnel specified in the contractor's proposal, the contractor shall submit the resumes of the proposed substitute personnel to the Contract Monitor for approval at least two weeks prior to the effective date of substitution. All proposed substitute personnel shall have qualifications at least equal to those of the replaced personnel, and shall be approved by the Contract Monitor.

2.10 Reciprocal Preferences

Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. Therefore, as described in COMAR 21.05.01.04, a resident business preference will be given if: a responsible Offeror whose headquarters, principal base of operations, or principal site that will primarily provide the services required under this RFP is in another state submits the most advantageous offer; the other state gives a preference to its residents through law, policy, or practice; and, the preference to be applied to the contract award herein does not conflict with a Federal law or grant affecting the procurement contract. The preference given shall be identical to the preference that the other state, through law, policy or practice gives to its residents.

2.11 Reserved

2.12 Reserved

2.13 Reserved

2.14 Standard Contract Clauses

All vendors should thoroughly review the following mandatory contract clauses. Upon contract award, the successful offeror will be required to fully abide by these provisions in addition to the actual delivery of services as detailed in Part 1 of this RFP.

Both parties agree that the following standard contract provisions are hereby incorporated into and made an integral part of this RFP and resulting contract(s), if any.

1. 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 of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

2. PUBLIC INFORMATION ACT NOTICE

Offerors should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why the identified materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland. The justification in support of non-disclosure must accompany the PIA copy of the proposal. Upon request for information from a third party, the Procurement Officer is required to make an independent determination as to whether the information may or may not be disclosed. A blanket statement by an offeror that its entire proposal is confidential or proprietary is unacceptable.

3. APPROVALS

This contract may be subject to approval by the Office of the Attorney General, the Maryland Department of Budget and Management, and the Board of Public Works.

4. MULTI-YEAR CONTRACTS

If the General Assembly fails to appropriate funds, or if funds are not otherwise made available for continued performance of the contract for any fiscal period of the contract succeeding the first fiscal period, the contract shall be automatically cancelled 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 Department's rights or the Contractor's rights under any other termination clause in the contract. The effect of termination of the contract hereunder will be to discharge both the Contractor and the Department 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 non-recurring 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.

5. MODIFICATION OF CONTRACT - GENERAL

This contract may be amended as the Department and the Contractor mutually agree in writing (subject to any necessary approvals of the Office of the Attorney General, Department of Budget and Management and, in certain cases, the Board of Public Works). No amendment may change significantly the scope of the original solicitation or, if none, the original contract. An amendment to this contract does not alter the other terms of the contract, except to the extent necessary to make them consistent with the amendment. This contract may not be amended to provide salary and wage increases for the Contractor's employees with the intention of making these increases consistent with salary and wage increases given to employees of the State except as provided in Title 10, Section 10-905 of the Health-General Article, Annotated Code of Maryland.

6. MODIFICATION OF CONTRACT - SALARY INCREASES AND EMERGENCIES

Subject to the approval of the Department of Budget and Management, the Department shall have the ability to supplement this contract for:

- A. Increases in salaries without consequent increases in deliverables if the increase in salaries results from increases in specific appropriations for that purpose, or
- B. unanticipated emergencies impairing the ability of the provider, through no fault of its own, to perform as per this contract.

7. NON - HIRING OF STATE EMPLOYEES

No official or employee of the State of Maryland, as defined under State Government Article, §15-102, Annotated Code of Maryland, whose duties as an 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.

8. CONFLICT OF INTEREST LAW

It is unlawful for any State officer, employee, or agent to participate personally in his official capacity through decision, approval or disapproval, recommendation, advice, or investigation in any contract or other matter in which he, his spouse, parent, minor child, brother, or sister has a financial interest or to which any firm, corporation, association, or other organization in which he has a financial interest or in which he is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, is a party, unless such officer, employee, or agent has previously complied with the provisions of the Maryland Code Annotated, State Gov't. Article, §15-501 et seq.

9. DISPUTES

This contract shall be subject to the provisions of the Annotated Code of Maryland, State Finance and Procurement Article, Title 15, Subtitle 2, and COMAR 21.10. In accordance with the requirement of

COMAR 21.10.04.02 the Contractor must file a written notice of a claim with the procurement officer within thirty days after the basis for the claim is known or should have been known, whichever is earlier, but no later than the date final payment is made under the contract. Pending a resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the Procurement Officer's decisions.

10. **MARYLAND LAW PREVAILS**

The Provisions of this contract shall be governed by the laws of the State of Maryland.

11. **NON-DISCRIMINATION IN EMPLOYMENT**

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any 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.

12. **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 this agreement, and that it 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 other consideration contingent on the making of this agreement.

13. **TERMINATION FOR DEFAULT**

The rights and remedies of the State under the contract are cumulative. The enforcement of any right or election of any remedy by the State provided by the contract for any breach of the contract will not preclude the State from enforcing other rights and availing itself of other remedies available under the contract for the same breach or any other breach of the contract.

If the contractor fails to properly perform its obligations under the contract, the State may correct any deficiencies at the contractor's expense.

If the Contractor fails to fulfill its obligations under this contract properly and on time, or otherwise violates any provision of the Contract, the Commission 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 Department's option, become the State's property. The Commission shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the Commission can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

14. **TERMINATION FOR CONVENIENCE**

The Commission may terminate the performance of work under this contract in accordance with this clause, in whole, or from time to time in part, whenever the Department shall determine that the termination is in the best interest of the State. The Department 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, which 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).

15. TAX EXEMPTIONS

The State is generally exempt from Federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. Exemption certificates shall be completed upon request. Where a Contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, the Contractor shall pay the Maryland sales tax and the exemption does not apply.

16. ARREARAGES

By submitting a response to this solicitation, a vendor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it will take any action as, from time to time hereafter, may be necessary to remain so qualified; and
- B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract if selected for contract award.

17. NON-ASSIGNMENT

The Contractor may not, during the term of this contract or any renewals or extensions of the contract, assign or sub-contract all or any part of the contract without the prior written consent of the Procurement Officer. However, the contractor may assign monies receivable under a contract after due notice to the Department's contract monitor.

18. DOCUMENTS RETENTION AND INSPECTION CLAUSE - OTHER THAN RESIDENTIAL HEALTH CARE FACILITIES CONTRACTS

The Contractor and sub-contractors shall retain and maintain all records and documents relating to this contract for a period of five (5) years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the procurement officer or designee, at all reasonable times.

19. DOCUMENTS RETENTION AND INSPECTION CLAUSE - RESIDENTIAL HEALTH CARE FACILITIES CONTRACTS

If the Contractor supplies services to a State residential health care facility under the Mental Hygiene Administration, the Family Health Administration, the Alcohol and Drug Abuse Administration, or the Developmental Disabilities Administration, the Contractor agrees, in addition to the requirements of Clause 18, above:

- A. That pursuant to 42 Code of Federal Regulations (C.F.R.) Part 420, the Secretary of Health and Human Services, and the Comptroller General of the United States, or their duly authorized representatives, shall be granted access to the Contractor's contract, books, documents and records necessary to verify the cost of the services provided under this contract, until the expiration of four years after the services are furnished under this contract;

and

- B. That similar access will be allowed to the books, documents and records of any organization related to the Contractor or controlled by the Contractor (as those terms are defined in 42 C.F.R. (420.301) if that organization is sub-contracting to provide services with a value of \$10,000 or more in a twelve-month period to be reimbursed through funds provided by this contract.

20. INDEMNITY (HOLD HARMLESS) CLAUSE

A. Definitions:

For the purpose of this clause only, the following terms have the meanings indicated:

- (1) "Contractor" means the Contractor, its officers, employees, agents, and representatives.
- (2) "State" means the State, its departments, agencies, officials, officers, and employees.
- (3) "Subcontractor" means any sub-contractor of the contractor, its officers, employees, agents, and representatives.

B. Indemnification by Contractors

The contractor shall indemnify and hold the State of Maryland harmless for any cost, expense, loss, liability, fine, or penalty of any nature or character whatsoever that the State may incur as a result of a failure of the contractor, or its subcontractor(s), to comply with the terms of this agreement (or any part thereof), negligence of the contractor, injury or death to any person, damage to property, nuisance (public or private), or trespass arising out of or attributable to the performance of work by the contractor or its subcontractor(s), except to the extent caused by the negligent or willful act or omission of the State or its employees, agents, or independent contractors, other than the contractor, or its subcontractor(s).

The contractor further agrees to indemnify the State for damage, loss, or destruction of State property in the contractor's care, custody, and/or control during the term of this contract due to the action or inaction of the contractor or its subcontractor(s).

C. Liability of the State

State law prohibits the State from incurring, by way of an indemnity agreement, a potentially unlimited liability when no funds have been appropriated to fund the liability, the risk is uninsured, and the indemnity agreement is not conditioned upon the future appropriation of funds to satisfy the liability. Notwithstanding any other provisions of the contract documents, the State shall have no liability to the contractor under the circumstances described in this paragraph.

The State has no obligation to provide legal counsel or legal defense to the Contractor or its sub-contractors in the event that a suit, claim or action of any character is brought by any person or persons not party to the contract against the Contractor or its sub-contractors as a result of or relating to the Contractor's obligations under this contract.

The State has no obligation for the payment of any judgments or the settlement of any claims made against the Contractor or its sub-contractors as a result of or relating to the Contractor's obligations under this contract.

D. Notice of Cooperation in Litigation

The Contractor will immediately give notice to the Procurement Officer of any claim or suit made or filed against the Contractor or its sub-contractors regarding any matter resulting from or relating to the Contractor's obligations under this contract, and will cooperate, assist and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the Contractor's obligations under this contract.

21. COST AND PRICE CERTIFICATION

A. The Contractor shall submit cost or price information and shall certify that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:

- (1) A negotiated contract if the total contract price is expected to exceed \$100,000, or a smaller amount set by the Procurement Officer; or
- (2) A change order or contract modification, expected to exceed \$100,000, or a smaller amount set by the Procurement Officer.

B. 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 agreed upon between the parties, was inaccurate, incomplete, or not current.

22. PAYMENT OF STATE OBLIGATIONS AND INTEREST

A. Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.

B. Section 15-104 et seq. of the State Finance and Procurement Article, Annotated Code of Maryland, provides that the State shall remit payment to the Contractor within forty-five (45) days after receipt of a proper invoice pursuant to any authorized, written procurement contract. Except as provided in Section 15-105 of this Article, the State's failure to remit payment within this period may entitle the Contractor to interest at the rate specified in 15-104 of this Article, for the period that begins thirty one (31) calendar days after the receipt date. This amount, if paid, shall be in lieu of payment of any other late charge(s) by the State.

C. For purposes of this contract, an amount will not be deemed "due and payable" and interest payments will not be authorized for late payments unless the following conditions have been met:

- (1) The amount invoiced is consistent with the amount agreed upon by the parties to the contract.
- (2) The goods or services have been received by the State and the quantity received

agrees with the quantity ordered.

- (3) The goods or services meet the qualitative requirements of the contract and have been accepted by the State.
- (4) The proper invoice has been received by the party or unit of government specified in the contract.
- (5) The invoice is not in dispute.
- (6) If the contract provides for progress payments, the proper invoice for the progress payment has been submitted pursuant to the schedule contained in the contract.
- (7) If the contract provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have been met.

D. In order to receive payment of interest, the Contractor must submit a proper invoice for accrued interest within 30 calendar days after the payment date (i.e., the date of the check from the State Treasurer that pays the Contractor for the goods supplied or the service rendered) of the amount on which the interest accrued. Interest may not be claimed (1) if a claim has been filed under Title 15, State Finance and Procurement Article (Procurement Contract Administration and Dispute Resolution) Annotated Code of Maryland, (2) for more than one year following the 31st calendar day after the date that a proper invoice is received by a State agency, or (3) on an amount representing unpaid interest.

23. INSPECTION OF PREMISES

The Contractor agrees to permit authorized officials of the State to inspect, at reasonable times, its plant, place of business, job site, or any other location that is related to the performance of the contract.

24. INCORPORATION BY REFERENCE

All terms and conditions of the solicitation, and any amendments thereto, are made a part of this contract. In the event of contract award, the contract shall consist of the RFP, including all addenda, exhibits, and attachments, and the entire proposal submitted by the successful offeror except for any portions specifically excluded by contract. This shall constitute the entire agreement between the contracting parties, superseding all representations, commitments, conditions, or agreements that may have been made orally or in writing prior to the execution of the contract.

25. SPECIFICATIONS

All materials, equipment, supplies or services shall conform to Federal and State laws and regulations and to the specifications contained in the solicitation.

26. DELIVERY AND ACCEPTANCE

Delivery shall be made in accordance with the solicitation specifications. The State, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Contractor's control. The State unilaterally may order in writing the suspension, delay, or interruption of performance hereunder. The State reserves the right to test any materials, equipment, supplies, or services delivered to determine if the specifications have been met. The materials listed in the bid or proposal shall be delivered FOB the point or points specified prior to or on the date specified in the bid or proposal. Any material that is defective or fails to meet the terms of the solicitation specifications shall be rejected. Rejected materials shall be promptly replaced. The State reserves the

right to purchase replacement materials in the open market. Contractors failing to promptly replace materials lawfully rejected shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.

27. ANTI-BRIBERY

Potential contractors and contractors are required to be aware of the Maryland Code Annotated, State Finance and Procurement Article, §16-202, that requires that any person convicted of bribery, attempted bribery, or conspiracy to bribe committed in the obtaining of a contract from the State or any of its subdivisions, shall be subject to disqualification pursuant to the Annotated Code of Maryland, State Finance and Procurement Article, §16-202, from entering into a contract with the State, or any county or other subdivision of the State.

28. REGISTRATION

In accordance with the Maryland Code Annotated, Corporations and Associations Article, §7-201 et seq., corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201, before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation. The Contractor shall be responsible for ensuring that all subcontractors meet these requirements, and further that the contractor and all subcontractors meet these requirements for the duration of the contract.

29. EPA COMPLIANCE

Materials, supplies, equipment, or services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable.

30. OCCUPATIONAL SAFETY AND HEALTH ACT (O.S.H.A.)

All materials, supplies, equipment, or services supplied as a result of this Contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act standards.

31. PATENTS, COPYRIGHTS, TRADE SECRETS & INDEMNIFICATION

If the contractor furnishes any design, device, material process, or other item which is covered by a patent or copyright, or which is proprietary to, or a trade secret of another, it is solely the responsibility of the contractor to obtain the necessary permission or license to use the item or items. The contractor hereby grants to the Commission a royalty-free, nonexclusive, and irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so, all data now and hereafter covered by copyright, and warrants that it has the authority to do this.

If any products furnished by the contractor become, or in the contractor's opinion are likely to become, the subject of a claim of infringement, the contractor will, at its option: a) procure for the State the right to continue using the applicable item, b) replace the product with a non-infringing product substantially complying with the item's specifications, or c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

If the contractor obtains or uses for purposes of the contract (or any subcontracts) any design, device, material, process, supplies, equipment, text, instructional material, services or other work, the contractor shall indemnify the State, MHCC, DHMH, their officials, agents, and employees with respect to any claim, action, cost, or judgment for patent, trademark, or copyright infringement, arising out of the possession or use of any design, device, material, process, supplies, equipment, text, instructional material, services or other work covered by this contract.

32. STATE CONTRACT PREVAILS

Whenever a Vendor/Contractor's Standard Contract is used along with this State's RFP document, including Section V of the RFP as the Contract document, this RFP document, including Section V of this RFP as the Contract document, shall prevail in the event of conflict between any provision of the two contracts when the State determines it to be in its best interest.

33. CHANGE ORDERS AND SUSPENSION OF WORK

Both parties agree that pursuant to the Annotated Code of Maryland, State Finance and Procurement Article, § 13-218, 1) the State has the unilateral right to order in writing changes in the work within the scope of the contract; and 2) the procurement officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for a period of time as the procurement officer may determine to be appropriate for the convenience of the State.

34. RIGHTS IN DATA

Work produced as a result of this solicitation is and shall remain the sole property of the Maryland Health Care Commission (MHCC).

The contractor agrees that all documents, equipment, and materials, including but not limited to, reports, drawings, studies, specifications, estimates, texts, computer software including software documentation and related materials, maps, photographs, designs, graphics, mechanicals, art work, computations and data prepared by or for, or purchased by or for, the contractor because of this contract shall, at any time during the term of the contract, be available to MHCC and shall become and remain the exclusive property of MHCC during and upon termination or completion of the services required to be performed under this contract.

MHCC shall have the right to use same without restriction and without compensation to the contractor other than that provided in this contract.

The contractor agrees that, at all times during the term of this contract and thereafter, the works created and services performed shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created under this contract are not works for hire for MHCC, the contractor hereby transfers and assigns to MHCC all of its rights, title and interest (including all intellectual property rights) to all products created under this contract, and will cooperate reasonably with MHCC in effectuating and registering any necessary assignments.

The contractor shall report to the Commission, promptly and in written detail, each notice or claim of copyright infringement received by the Vendor with respect to all data delivered under this agreement.

The contractor shall not affix any restrictive markings upon any data and if markings are affixed, the Commission shall have the right at any time to modify, remove, obliterate, or ignore the markings.

35. DELAYS AND EXTENSIONS OF TIME

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

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of

another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control without the fault or negligence of either the Contractor or the subcontractors or suppliers.

36. PRE-EXISTING REGULATIONS

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

37. POLITICAL CONTRIBUTION DISCLOSURE

The Contractor shall comply with the Annotated Code of Maryland, Election Law Article, §§ 14-101—14-108, which requires that every person that enters into contracts, leases or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, or an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

38. COMPLIANCE WITH LAWS

By submitting a response to this solicitation, a vendor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it will take any action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It shall comply with all Federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- C. 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.

39. PROHIBITION OF SEXUAL HARASSMENT

The Contractor shall operate under this agreement so that no employee or client is subjected to sexual harassment in the workplace or in locations and situations otherwise associated with the performance of duties per the terms of this contract. Further, except in sub-contracts for standard commercial supplies or raw materials, the Contractor shall include this clause, or a similar clause approved by MHCC, in all sub-contracts. The Contractor has primary responsibility for enforcement of these provisions and for securing and maintaining the sub-contractor's full compliance with both the letter and spirit of this clause.

40. COMMERCIAL NONDISCRIMINATION

- A. As a condition of entering into this Agreement, 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 or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, 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.

- B. As a condition of entering into this Agreement, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article, 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 4 years on any of its contracts that were undertaken within the state of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth 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 is requested by the State. Contractor understands that violation of this clause is a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions

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PART V
CONTRACT

Upon recommendation for award the offeror will be instructed to complete, sign and date the pages of this section. In so doing, the offeror binds itself to all of the provisions, terms, and specifications contained in the contract.

- A. PARTIES TO THE CONTRACT -- Each party to this agreement represents and warrants to the other that it has the full right, power, and authority to execute this contract. The contractual agreement resulting from this RFP, **MHCC 07-019**, is by and between

_____ /
hereinafter called the *Contractor* or the *Vendor*, and the **MARYLAND HEALTH CARE COMMISSION**, a unit of the State of Maryland Department of Health and Mental Hygiene, hereinafter called the MHCC, the Commission, and/or *DHMH*.

IN CONSIDERATION OF the premises and the covenants herein contained, the parties agree as follows:

- B. CONTRACT TERM AND PRICE-- The official commencement and termination dates of the original contract period and any options, and the total contract price including any options shall be:

<i>Contract Term</i>	<i>Begin</i>	<i>End</i>	<i>Amount</i>
<i>Base Contract</i>	_____	_____	\$ _____
<i>Option #1 (if any)</i>	_____	_____	\$ _____
<i>Option #2 (if any)</i>	_____	_____	\$ _____
Total Amount of Options			\$ _____
Total Potential Cost of Contract with Options			\$ _____

- D. CONTRACT AND APPROVAL IDENTIFIERS -- Identifiers for this contract shall include, but not necessarily be limited to:

The Contract Number: MHCC 07-019

ADPICS Number: _____

EMaryland Market Place Contractor Registration Number*:

*Note: Contract will not be awarded without eMM registration number.

- E. INCORPORATION BY REFERENCE

This contract, identified in Section D of this Part V consists of the RFP document MHCC 07-019 Parts I through VI, including all Exhibits, Appendices and Addenda, and the successful offeror's entire final proposal including both the financial and the technical elements dated _____ (technical element) _____ (financial element), which are incorporated into this contract by reference.

Note: Incorporation by reference does not necessarily create a public record permissible for disclosure.

In Witness Whereof, the parties hereto have set their hands and seals:

(Signatory for the **CONTRACTOR**)

By: _____

(Signature)

Name(Typed)

Title(Typed)

Date

(Signatory for the Maryland Health Care Commission shall be the Executive Director or designee)

Rex Cowdry, M. D. Executive Director

By: _____

OR DESIGNEE

(Signature)

Name(Typed)

Title(Typed)

Date of signing by Secretary or Designee

Approved as to form and Legal Sufficiency

This _____ day of _____ 20 _____

By: _____

Name (Typed)

PART VI
APPENDICES

APPENDIX A
FINANCIAL PROPOSAL SHEET

APPENDIX A

Financial Proposal Sheet

Task #	Task Title	Base Contract (A)	Option Year 1 (B)	Option Year 2 (C)
1. PRE-SURVEY ACTIVITIES				
4.1	Finalize the project work plan and meet with MHCC	\$	\$	\$
4.2	Develop communication plan for approval of MHCC	\$	\$	\$
4.4	Determine sample size, exclusions and survey methodology	\$	\$	\$
4.4	Obtain information from each nursing facility to select the sample	\$	\$	\$
Sub-Total		\$	\$	\$
Totals, Column 1 + 2 + 3				\$
2. FORMAT SURVEY QUESTIONS				
4.3	Format questions into a document suitable for mailing and recording survey responses	\$	\$	\$
4.4	Prepare communication to potential survey respondents for MHCC approval	\$	\$	\$
4.3	Duplicate survey and mail to selected sample	\$	\$	\$
Sub-Total		\$	\$	\$
Totals, Column 1 + 2 + 3				\$
3. DATA COLLECTION				
4.4	Receive survey responses; enter into database for tabulation/analysis	\$	\$	\$
4.5	Track responses rate for each facility	\$	\$	\$
4.5	Tabulate data	\$	\$	\$
4.5	Answer inquires from respondents, document inquiries, complaints, complements	\$	\$	\$
4.4	Conduct second mail wave	\$	\$	\$
4.4	Employ follow-up strategy	\$	\$	\$
Sub-Total		\$	\$	\$
Totals, Column 1 + 2 + 3				\$

Task #	Task Title	Base Contract (A)	Option Year 1 (B)	Option Year 2 (C)
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4. SURVEY DATA ANALYSIS				
4.6	Adapt/Write tabulation programs to facilitate reporting of state data, peer group data and facility data	\$	\$	\$
4.6	Produce reports as specified	\$	\$	\$
4.6	Adapt/Write programs to compare collected data (for facilities and statewide) to 2005 data for peer group and domain categories	\$	\$	\$
4.5	Review and categorize verbatim comments provided by respondents; redact records to maintain confidentiality of respondents	\$	\$	\$
4.6	Prepare draft facility and statewide reports for approval of MHCC	\$	\$	\$
4.6	Draft interpretation of results for MHCC approval	\$	\$	\$
4.6	Revise facility and statewide reports based on MHCC modifications	\$	\$	\$
4.6	Consult with contract monitor on report forms and public release of information	\$	\$	\$
4.7	Produce a methodology, analytic, and trend report	\$	\$	\$
4.6	Prepare electronic report of cleaned data for each case in final sample	\$	\$	\$
Sub-Total		\$	\$	\$
Totals, Column 1 + 2 + 3				\$
5. OTHER REQUIREMENTS				
Sections 4.8 – 4.16 (excluding 4.11)		\$	\$	\$
Sub-Total		\$	\$	\$
Totals, Column 1 + 2 + 3				\$
Totals, Sections (A)= 1+2+3+4+5 (Fixed Work Price)		\$		

Task #	Task Title	Contract Year 1 (A)	Option Year 1 (B)	Option Year 2 (C)
	UNIT WORK			
4.11	Attend relevant meetings & testify at hearings as requested by			

	MHCC 30 hours X _____ (hourly rate for one (1) hour of unit work)	\$	\$	\$
Sub-Total		\$	\$	\$
Total , Column 1 + 2 + 3 (Unit Work Price)		\$		

FIXED WORK:

The fixed work consists of work described in Part I, Section 4.0, excluding #11. The offeror should submit a proposal price for the fixed work for the contract year and the two option renewal periods.

UNIT WORK:

The unit work consists of the work described in Part 1, Section 4.0, #11. The offeror shall submit a fully load fixed rate hourly rate, which shall be charged for any unit work, requested by the MHCC. The rate of unit work shall include all indirect costs, overhead, out-of-pocket costs, etc., the offeror expects to incur in connection with the contract other than travel costs. In-State travel costs (including travel to Washington, D.C.) for unit work will not be reimbursed. Out-of-State travel costs for unit work will be reimbursed only for out-of-state travel that has received the prior written consent of the Contract Monitor, and then only up to the maximum rates allowed by State employees. Travel time however, is not reimbursable. The hourly unit work rate shall apply to all professional staff. All unit work will be reimbursed only upon the written approval of the Contract Monitor.

If an Offeror fails to submit MBE Attachment B, Appendix K at the time of submittal of the offer as required, the Procurement Officer shall deem the offer not reasonably susceptible of being selected for award of contract and the proposal will not be further considered.

NOTE #1 MHCC intends to make a Single Award as a result of this solicitation. The Contract that results from this RFP shall be a combination Firm Fixed Price Contract as described in COMAR 21.06.03.02 with respect to the services required in Part I Section 4.0, excluding 4.11 – Attend Relevant Meetings and Testify at Hearings; and an Indefinite Quantity Contract with Firm Fixed Unit Prices as described in COMAR 21.06.03.02 & 21.06.03.06 with respect to the services required in Part I, 4.11.

NOTE #2 The Proposed "Total Price Proposal" specified above is based on model quantities for the services required in Part I Section 4.0 and will be used solely for price evaluation, comparison and selection for recommendation for award. The quantities indicated for Unit Work Hours are not a guarantee of any minimum or maximum amounts under this contract and may change at any time during the term of the contract. The actual amount to be paid to the Contractor shall be calculated using 1) the Firm Fixed Prices specified on the Financial Proposal Sheet for the services required in Part I Sections 4.0., excluding 4.11 the one time changes specified as the Fixed Unit Prices (Hourly Rates).

NOTE #3 All Proposed Prices entered above are to be fully-loaded prices that include all cost/expenses associated with the provision of services as required by this RFP. The Proposed Prices shall include, but are not limited to: Labor, Profit/Overhead, General Operating and all other expenses except as expressly excluded in the RFP specifications. No other amounts will be paid to the Contractor.

APPENDIX B

MARYLAND DEPARTMENT OF HEALTH AND MENTAL HYGIENE Standard Addendum for the Means of Delivering Bids or Proposals

Any bid or proposal due to any unit of the Maryland Department of Health and Mental Hygiene shall be delivered/transmitted as described in this addendum. The failure of any bidder or offeror to follow these instructions may result in its bid or offer not being received by the due time and date, which will result in the rejection of that bid or offer.

There are three acceptable means of delivering/transmitting a bid or offer:

1. The United States Postal Service;
2. Hand delivery by the bidder/offeror itself; and
3. Hand delivery by a commercial delivery/courier company acting as an agent of the bidder/offeror.

For U. S. Postal Service Deliveries

For U.S. Postal Service deliveries, any bid or proposal which has been received at the appropriate mailroom or typical place of mail receipt for the respective procuring unit by the time and date listed in the RFP or specifications will be deemed to be timely.

If a vendor chooses to use the United States Postal Service for delivery, the Commission recommends that it use Express Mail, Priority Mail, or Certified Mail only.

These are the only forms of U.S. Postal Delivery for which both the date and time of receipt can be verified by the Commission. A vendor using first class mail will, therefore, not be able to prove a timely delivery at the mailroom. It may take several days for an item sent by first class mail to make its way by normal internal mail pickup to a procuring unit's bid box. .

For Hand Deliveries by Vendors and Deliveries By Commercial Courier Services

These deliveries must be delivered directly to the room or location specified in the RFP or solicitation and placed in the designated bid box. A bidder who uses a commercial courier service must take appropriate action to ensure that the courier actually delivers the bid/offer to the specified location and not to the Department's mailroom or loading dock. The bid/offer will not be deemed to have been received until it is placed in the designated bid box.

For any type of hand delivery, the vendor or its commercial courier services should request a signed receipt from a procuring unit employee which notes the title of the procurement, the name of the vendor, and the time and date of receipt at the bid box

Identifying Information

All envelopes containing bids or offers, no matter how transmitted, must contain this information prominently displayed:

- either "Sealed Bid" or "Sealed Proposal," as appropriate;
- the exact title of the bid or proposal as noted in the RFP or specifications;
- the due time and date; and
- the name of the bidder/offeror.

Questions on any of these requirements should be directed to the Sharon M. Wiggins, Procurement Officer, identified in the RFP at (410) 764-3329.

ATTACHMENT C

BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _____ and the duly authorized representative of (business) _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid/proposal on this project, the bidder/offeror has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in “discrimination”, as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. “Discrimination” means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendors, supplier’s or commercial customer’s employees or owners. “Discrimination” also includes retaliating against any person or other entity for reporting any incident of discrimination. Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid/proposal submitted by the bidder/offeror on this project, and terminate any contract awarded based on the bid/proposal. As part of its bid or proposal, the bidder/offeror herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the state of Maryland that the bidder/offeror discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder/offeror agrees to comply in all respects with the State’s Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business’s contracting activities including obtaining or performing Contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows

(indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

(1) Been convicted under state or federal statute of:

- a. criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
- b. fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of Section 11.205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1) through (5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract; [or]

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or

(9) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or

(10) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in Section B and subsections (1) through (7) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended

under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

I. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

K. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

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

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

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

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

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

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

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

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

(i) The dangers of drug and alcohol abuse in the workplace;

(ii) The business' policy of maintaining a drug and alcohol free workplace;

(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

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

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

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than five days after a conviction;

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

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

(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

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

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

(4) I acknowledge and agree that:

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

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

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

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic ___) (foreign ___) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____

Address: _____.

(If not applicable, so state).

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

M. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

N. Repealed.

O. ACKNOWLEDGEMENT

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

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

Date: _____

By: _____ (Authorized Representative and Affiant)

APPENDIX D

CONTRACT AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title]_____ and the duly authorized representative of [name of business]

_____ and that I possess the legal authority to make this Affidavit on behalf of my self and the business for which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

1. The business named above is a (domestic _____) (foreign _____) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____

Address: _____

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

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposal Affidavit dated _____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

Date: _____ By: _____
(Authorized Representative and Affiant)

State of Maryland
Comptroller of Maryland

Vendor Electronic Funds Transfer (EFT) Registration Request Form

Date of request _____

Business identification information (Address to be used in case of default to check):

Business name _____

Address line 1 _____

Address line 2 _____

Zip code: _____

Business taxpayer identification number:

Federal Employer Identification Number:

(or) Social Security Number:

Business contact name, title, and phone number including area code. (And address if different from above).

Financial institution information:

Name and address

Contact name and phone number (include area code)

ABA number:

Account number:

Account type: Checking Money Market

A VOIDED CHECK from the bank account must be attached.

Transaction requested:

1. ___ Initiate all disbursements via EFT to the above account.
2. ___ Discontinue disbursements via EFT, effective _____
3. ___ Change the bank account to above information – a copy of the approved

Registration Form for the previous bank account must be attached. (OVER)

I am authorized by *_____ (hereinafter Company) to make the representations contained in this paragraph. Company authorizes the Comptroller and the Treasurer of Maryland to register it for electronic funds transfer (EFT) using the information contained in this registration form. Company agrees to receive all funds from the State of Maryland by electronic funds transfer according to the terms of the EFT program. Company agrees to return to the State of Maryland any EFT payment incorrectly disbursed by the State of Maryland to the Company's account. Company agrees to hold harmless the State of Maryland and its agencies and departments for any delays or errors caused by inaccurate or outdated registration information or by the financial institution listed above.

*Name of registering business entity

Signature of company treasurer, controller, or chief financial officer and date

Completed by GAD/STO

Date Received _____

GAD registration information verified _____ Date to STO _____

STO registration information verified _____ Date to GAD _____

R*STARS Vendor No. and Mail Code Assigned:

_____/_____/_____

State Treasurer's Office approval date

General Accounting Division approval date

To Requestor:

Please retain a copy of this form for your records. Please allow approximately 30 days from the date of your request for the Comptroller's and Treasurer's Offices to process your request. Failure to maintain current information with this office could result in errors in payment processing. If you have any questions, please call the EFT registration desk at 410-260-7375.

Please submit form to: EFT Registration, General Accounting Division
Room 205, P.O. Box 746
Annapolis, Maryland 21404-0746

COT/GAD X-10

Article - Health - General

[\[Previous\]](#) [\[Next\]](#) [\[Another Article\]](#)

§19-135.

(a) The Commission may implement a system to encourage health care practitioners to voluntarily control the costs of health care services.

(b) The Commission may require health care practitioners of selected health care specialties to cooperate with licensed operators of clinical resource management systems that allow health care practitioners to critically analyze their charges and utilization of services in comparison to their peers.

(c) If the Commission determines that clinical resource management systems are not available in the private sector, the Commission, in consultation with interested parties including payors, health care practitioners, and the Association of Maryland Hospitals and Health Systems, may develop a clinical resource management system.

(d) The Commission may adopt regulations to govern the licensing of clinical resource management systems to ensure the accuracy and confidentiality of information provided by the system.

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APPENDIX G

Article - Health - General

[\[Previous\]](#) [\[Next\]](#) [\[Another Article\]](#)

§4-301.

(a) In this subtitle the following words have the meanings indicated.

(b) (1) "Directory information" means information concerning the presence and general health condition of a patient who has been admitted to a health care facility or who is currently receiving emergency health care in a health care facility.

(2) "Directory information" does not include health care information developed primarily in connection with mental health services.

(c) "Disclose or disclosure" means the transmission or communication of information in a medical record, including an acknowledgment that a medical record on a particular patient or recipient exists.

(d) "Emergency" means a situation when, in the professional opinion of the health care provider, a clear and significant risk of death or imminent serious injury or harm to a patient or recipient exists.

(e) "General health condition" means the health status of a patient described in terms of "critical", "poor", "fair", "good", "excellent", or terms denoting similar conditions.

(f) "Health care" means any care, treatment, or procedure by a health care provider:

(1) To diagnose, evaluate, rehabilitate, manage, treat, or maintain the physical or mental condition of a patient or recipient; or

(2) That affects the structure or any function of the human body.

(g) (1) "Health care provider" means:

(i) A person who is licensed, certified, or otherwise authorized under the Health Occupations Article or § 13-516 of the Education Article to provide health care in the ordinary course of business or practice of a profession or in an approved education or training program; or

(ii) A facility where health care is provided to patients or recipients, including a facility as defined in § 10-101(e) of this article, a hospital as defined in § 19-301(g) of

this article, a related institution as defined in § 19-301(o) of this article, a health maintenance organization as defined in § 19-701(g) of this article, an outpatient clinic, and a medical laboratory.

(2) "Health care provider" includes the agents, employees, officers, and directors of a facility and the agents and employees of a health care provider.

(h) (1) "Medical record" means any oral, written, or other transmission in any form or medium of information that:

(i) Is entered in the record of a patient or recipient;

(ii) Identifies or can readily be associated with the identity of a patient or recipient; and

(iii) Relates to the health care of the patient or recipient.

(2) "Medical record" includes any:

(i) Documentation of disclosures of a medical record to any person who is not an employee, agent, or consultant of the health care provider;

(ii) File or record maintained under § 12-403(b)(13) of the Health Occupations Article by a pharmacy of a prescription order for drugs, medicines, or devices that identifies or may be readily associated with the identity of a patient;

(iii) Documentation of an examination of a patient regardless of who:

1. Requested the examination; or
2. Is making payment for the examination;

and

(iv) File or record received from another health care provider that:

1. Relates to the health care of a patient or recipient received from that health care provider; and

2. Identifies or can readily be associated with the identity of the patient or recipient.

(i) (1) "Mental health services" means health care rendered to a recipient primarily in connection with the diagnosis, evaluation, treatment, case management, or rehabilitation of any mental disorder.

(2) For acute general hospital services, mental health services are considered to be the primarily rendered service only if service is provided pursuant to Title 10, Subtitle 6 or Title 12 of this article.

(j) "Patient" means a person who receives health care and on whom a medical record is maintained.

(k) "Person in interest" means:

(1) An adult on whom a health care provider maintains a medical record;

(2) A person authorized to consent to health care for an adult consistent with the authority granted;

(3) A duly appointed personal representative of a deceased person;

(4) (i) A minor, if the medical record concerns treatment to which the minor has the right to consent and has consented under Title 20, Subtitle 1 of this article; or

(ii) A parent, guardian, custodian, or a representative of the minor designated by a court, in the discretion of the attending physician who provided the treatment to the minor, as provided in § 20-102 or § 20-104 of this article;

(5) If paragraph (4) of this subsection does not apply to a minor:

(i) A parent of the minor, except if the parent's authority to consent to health care for the minor has been specifically limited by a court order or a valid separation agreement entered into by the parents of the minor; or

(ii) A person authorized to consent to health care for the minor consistent with the authority granted; or

(6) An attorney appointed in writing by a person listed in paragraph (1), (2), (3), (4), or (5) of this subsection.

(l) "Primary provider of mental health services" means the designated mental health services provider who:

(1) Has primary responsibility for the development of the mental health treatment plan for the recipient; and

(2) Is actively involved in providing that treatment.

(m) "Recipient" means a person who has applied for, for whom an application has been submitted, or who has received mental health services.

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**Department of Budget and Management
Office of Information Technology**

**Information Technology
Security Policy and Standards
Version 1.3**

December 2005

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Introduction

This document provides policy and supporting standards for information technology (IT) security. The policy applies to Executive agencies of the State of Maryland, and establishes general requirements and responsibilities for protecting technology systems, including the responsibility for each agency to have its own technology security plan. The standards establish minimum levels of compliance.

The policy covers such common technologies as computers, data and voice networks, wireless systems, web systems, and many other more specialized resources. The policy is necessitated by the State's use of IT to help carry out nearly all of its public services and internal operations. The State's delivery of critical public services depends on the availability, reliability and integrity of its IT systems. Therefore each agency must adopt appropriate methods to protect its technology systems. While some agencies will need to adopt stronger standards and methods, the statewide program based on this policy provides the minimum requirements and a consistent approach for security.

The common security approach also supports compatible security solutions shared among agencies, yielding a better return on technology investment. The security policy and standards will evolve and will require regular updates to remain current.

The Secretary of the Department of Budget and Management issues the policy and standards under authority granted by the Annotated Code of Maryland, Finance and Procurement Article § 3-401 through 3-413 and § 3-701 through 3-705. The Office of Information Technology within the Department of Budget and Management administers the policy.

Persons with questions or needing further information are encouraged to contact the Information Technology Security Officer in the Office of Information Technology (410-260-7778).

Section: 1	Revision: 2
Date Adopted: June 2003	Date Revised: December 2005

1 Information Technology Security Policy

Information and information technology systems are essential assets of the State of Maryland. They are vital to the citizens of the State. Information assets are critical to the services that agencies provide to citizens, businesses, and educational institutions, as well as to local and federal government entities and to other State agencies. All information created with State resources for State operations is the property of the State of Maryland. All agencies, employees, and contractors of the State are responsible for protecting information from unauthorized access, modification, disclosure and destruction.

Each agency of the Executive Branch of the State is responsible for compliance with this policy and these standards. The Office of Information Technology (OIT) of the Department of Budget and Management and agency IT components are to use this policy and these standards as a guide when procuring IT services, service providers, contractors, software, hardware and network components.

1.1 Scope

This policy covers all information that is electronically generated, received, stored, printed, filmed, and typed. In accordance with the Annotated Code of Maryland, State Finance and Procurement Article, Section 3-401 through 3-413 and Section 3-701 through 3-705, the provisions of this policy apply to:

- All units of the Executive Branch of the State of Maryland for all of their IT systems regardless of who is operating them;
- All activities and operations required to ensure data security including facility design, physical security, disaster recovery and business continuity planning, use of hardware and operating systems or application software, data disposal, and protection of copyrights and other intellectual property rights.

1.2 Objectives

This policy and these standards define the minimum requirements to which each State agency, including employees and contractors, must adhere. The primary objectives of the IT Security Policy are:

- To establish a secure environment for the processing of data;
- To reduce information security risk;
- To communicate the responsibilities for the protection of information.

1.3 Previous Policy Superseded

This policy and these standards supersede the policies and standards as previously stated in the “State Agency Data Systems Security Practices” as revised (1999).

1.4 Authority

The Office of Information Technology of the Department of Budget and Management has authority to set policy and provide guidance and oversight for security for all IT systems in accordance with the Annotated Code of Maryland, State Finance and Procurement Article, Section 3-401 through 3-413 and Section 3-701 through 3-705.

1.5 Compliance

The head of each agency is responsible for compliance with and enforcement of this policy. Agency Chief Information Officers (CIOs) shall develop and implement an Agency IT Security Program to implement this policy and these standards. Where the agency's IT Security Program is unable to comply with this policy, a timetable to resolve the discrepancies and controls for compliance shall be included. The controls shall include but are not limited to:

- Maintaining the confidentiality, integrity, availability, and accountability of all State information technology applications and services;
- Protecting information according to its sensitivity, criticality and value, regardless of the media on which it is stored or automated systems that process it, or the methods by which it is distributed;
- Ensuring that risks to information security are identified and controls implemented to mitigate these risks;
- Implementing processes to ensure that all security services meet the minimum requirements set forth in this policy and the attached standards;
- Ensuring that all employees and contractors understand and comply with this Policy, as well as all applicable laws and regulations;
- Implementing physical security controls to prevent unauthorized and/or illegal access, misuse, destruction or theft of the State's IT assets.

1.6 Security Program Maintenance and Review

Each State agency will review and update its IT Security Program as needed to conform to changes within the agency or in the State IT Security Program. Refer to NIST Special Publication 800-18, Guide for Developing Security Plans for Information Technology Systems for additional guidance: <http://csrc.nist.gov/publications/nistpubs/800-18/Planguide.doc> . The status of agency IT Security Programs Systems shall be reported according to Section 4.9.

1.7 Information Technology Security Deviation and Risk Acceptance

Compliance with this policy shall be planned and achieved as promptly as possible. When an agency determines, in the course of planning or carrying out its IT Security Program, that it is not feasible or practical to comply with a provision or provisions of this policy and attendant standards, or to do so promptly, it shall document the deviation from policy or standards. The documentation, with a timetable for compliance when practicable, shall be prepared as an IT Security Deviation Request.

IT Security Deviation Requests must be filed in accordance with the specifications detailed in the State IT Security Deviation/Risk Acceptance Standard (see Section 11, IT Security Deviation/Risk Acceptance Standard). Such deviations require the approval of the agency CIO, the agency head and the State CIO.

Section: 2	Revision: 2
Date Adopted: June 2003	Date Revised: December 2005

2 Key Definitions

Term / Acronym	Definition
Acceptable Risk	A vulnerability that is acceptable to responsible management, due to the cost and magnitude of implementing countermeasures.
Accountability	A system's ability to determine the actions and behavior of a single individual within a system, and to identify that particular individual.
Accreditation	The authorization and approval granted to operate a system or network in order to process sensitive data in an operational environment.
Agency	All units of the Executive branch excluding the University System of Maryland.
Authentication	The testing or reconciliation of evidence of a user's identity.
Authorization	The rights and permissions granted to an individual (or process), which enables access to a computer resource.
Authorized Software	Software owned or licensed and used in accordance with the software license or software approved for use by the agency for a specific job function.
Availability	Ensures the reliable and timely access to data or computing resources by the appropriate personnel.
Certification	A technical review made as part of and in support of the accreditation process. Certification shows the extent to which a particular computer system or network design and implementation meets a pre-specified set of security requirements. A judgment and statement of opinion that the accrediting official can use to officially accredit the system is produced.
CIO	Chief Information Officer.
Cold Site	An alternate facility that is void of any resources or equipment except air-conditioning and raised flooring. Equipment and resources must be installed to duplicate the critical systems.
Computer	An electronic, magnetic, optical, or other data processing device or system that performs logical, arithmetic, memory, or storage functions. It includes any data storage facility, or communications facility that is directly related to or operated in conjunction with that device or system.
Confidentiality	Restriction from disclosure, intentionally or unintentionally, to unauthorized persons, processes or devices.
Data Remanence	Residual information left behind once media has been in some way erased.
Incident	Any event, suspected event or attempted action that could pose a threat to the integrity, availability, confidentiality, or accountability of an IT System. Incidents include an attempted security breach, IT System disruption or outage.
Identification	Data uniquely labeling a user to a system.
IDS	Intrusion Detection System
IPS	Intrusion Prevention System

Information Custodian	The business function owner responsible for the information assets for a particular IT System.
Integrity	Freedom from corruption or unauthorized modification; internal and external consistency.
IT Systems	Automated systems: communications systems including wireless systems, computer systems, hardware and software, application systems, networks, workstations, servers, personal digital assistants and data on the IT System.
ITEPP	Information Technology Emergency Preparedness Plan, including the business continuity plan, the recovery plan and the business resumption plan.
MCERT	Maryland's Computer Emergency Response Team. Team to be activated in the event of a major IT related disaster.
Mobile Code	Code that can be transmitted across the network and executed by a recipient.
Network	A system containing any combination of computers, computer terminals, printers, audio or visual display devices or telephones interconnected by telecommunications equipment or cables, used to transmit or receive information.
Untrusted Network	Any network not controlled by the State agency.
NIST	National Institute of Standards and Technology.
Nonpublic	Nonpublic is information that is not subject to inspection and copying under the Maryland Public Information Act or federal law.
Non-repudiation	Authentication with a high assurance to be genuine and that can not subsequently be refuted.
OIT	Office of Information Technology within the Department of Budget and Management.
Perimeter Access	Access to all entry and exit points of the network, controlled by firewalls and other filtering mechanisms.
Policy	For purposes of this document means both Policy and Standards
Privacy	Information that is free from unauthorized intrusion.
Public	Information that may be inspected and copied under the Maryland Public Information Act.
Residual Risk	The portion of risk that remains after security measures have been applied.
Risk	The probability that a particular threat will exploit a particular vulnerability of an IT System.
SDLC	Systems Development Life Cycle as defined in the State of Maryland SDLC Methodology (http://www.dbm.maryland.gov/ Keyword: SDLC).
SIA	Service Interface Agreement
Software	Computer programs, instructions, procedures, or associated documentation that is concerned with the operation of a computer system.
VoIP	Voice over Internet Protocol, providing telephony services over IP networks.

Section: 3	Revision: 1
Date Adopted: June 2003	Date Revised: December 2005

3 Responsibility Standard

The following standard sets the minimum level of responsibility for the following individuals and/or groups:

- State CIO;
- Divisions of Security and Enterprise Architecture for OIT;
- Agency;
- Employees and Contractors.

3.1 State Chief Information Officer

The duties of the State CIO are:

- Providing Statewide IT security policy, standards, guidelines, and procedures;
- Ensuring the State's IT Security Program is established and implemented in compliance with State laws and regulations and federal laws where applicable;
- Approving deviations to IT security requirements;
- Reporting to the Governor and the Legislature on the status of the State's IT Security Program;
- Enforcing State security policy, including establishing the appropriate measures and remedial actions for agencies for non-compliance.

3.2 Divisions of Security and Enterprise Architecture, DBM OIT

These divisions are responsible for:

- Developing and maintaining a Statewide Security Program that includes policy, standards, guidelines, procedures, best security practices, IT disaster recovery planning guidelines, IT Security Certification and Accreditation guidelines, security awareness training, and an incident response reporting capability;
- Identifying security vulnerabilities in State systems and recommending corrective action;
- Ensuring IT Disaster Recovery plans for critical IT Systems are maintained and that plans are exercised at least annually;
- Developing and maintaining a Statewide security architecture;
- Coordinating with State agency CIO's, federal and local government, and private industry to resolve security issues and improve security for State systems;
- Provide the appropriate guidance to assist agencies in establishing IT Security Programs and compliance with IT Security Policy;
- Working with other State agencies to establish a coordinated computer incident response effort.

3.3 Agency Responsibilities

Each agency is responsible for:

Ensuring the agency's IT Security Program is established and implemented in compliance with State security policies and standards, State and federal laws and regulations as applicable;

- Implementing an IT Security Certification and Accreditation process for the life cycle of each agency critical IT System;
- Reporting to the OIT on the status of the agency's IT Security Program
- Enforcing the State IT Security Policy;
- Managing the program and initiating measures to assure and demonstrate compliance with

- security requirements;
- Assuring the confidentiality, integrity, availability, and accountability of all agency information while it is being processed, stored, and/or transmitted electronically, and the security of the resources associated with the processing functions;
 - Assuming the lead role in resolving security and privacy incidents;
 - Documenting and ensuring that a process is implemented for the classification of information in accordance with the Information Sensitivity and Classification Standard;
 - Specifying the level of security required to protect all information assets under their control to comply with this Policy;
 - Generating any IT Information Security Deviation/Risk Acceptance request in accordance with Section 11;
 - Development, implementation and testing of the IT Disaster Recovery Plan for critical agency IT Systems in accordance with IT Disaster Recovery Plan Guidelines;
 - Ensuring a configuration/change management process is used to maintain the security of the IT system;
 - Administering a virus prevention and incident reporting program that coordinates with Maryland's Computer Incident Response Team;
 - Ensuring separation of duties and assigning appropriate system permissions and responsibilities for agency system users.

3.4 Employees and Contractors

All employees and contract personnel are responsible for:

- Being aware of their responsibilities for protecting IT assets of their agency and the State;
- Exercising due diligence in carrying out the IT Security Policy;
- Being accountable for their actions relating to their use of all IT Systems;
- Using IT resources only for intended purposes as defined by policies, laws and regulations of the State.

Section: 4	Revision: 2
Date Adopted: June 2003	Date Revised: December 2005

4 Information Technology Security Program Standard

Each agency is responsible for developing an IT Security Program for securing the agency's communications systems, computer systems, networks, and data in accordance with the State IT Security Policy. The status of an agency IT Security Program will be reported to the State CIO on an annual basis. This standard specifies the major components that must be included in every IT Security Program. The following list is not exhaustive; it functions as the minimum set of requirements. At a minimum each program must contain the following elements:

- IT Security Policy;
- Risk Management;
- Systems Development Life Cycle Methodology;
- IT Security Certification and Accreditation;
- IT Disaster Recovery Planning;
- IT Security Awareness Training;
- IT Incident Response Process;
- External Connections Review;
- IT Security Program Reporting.

4.1 IT Security Policy

Each agency must have a written IT security policy, with standards, and procedures. The agency policy must meet the minimum requirements as set forth in this policy.

4.2 Risk Management

A risk management process must be implemented to assess the acceptable risk to agency IT systems as part of a risk-based approach used to determine adequate security for the system. Agencies shall analyze threats and vulnerabilities and select appropriate, cost-effective controls to achieve and maintain a level of acceptable risk. Agencies will define a schedule for on-going risk management review and evaluation based on the system sensitivity and data classification of the system (see Section 5, Nonpublic Information Standard). Refer to NIST Special Publication 800-30, Risk Management Guide for Information Technology for guidance: <http://csrc.nist.gov/publications/nistpubs/>.

4.3 Systems Development Life Cycle Methodology

All State systems must include IT security as part of the system development life cycle management process. Refer to the requirements in the State of Maryland SDLC Methodology: <http://www.dbm.maryland.gov/>; Keyword: SDLC.

4.4 IT Security Certification & Accreditation

Agencies shall develop and implement an IT security certification and accreditation program as part of an overall IT risk management strategy. The program will maintain a catalog of all IT systems and sites (to include existing), ranked by sensitivity and criticality. The cataloged items should be certified and accredited, in order, according to State IT Security Certification and Accreditation (C&A) Guidelines. All new development shall be conducted using the IT Security C&A process integrated into the development process.

4.5 IT Disaster Recovery Planning

Agencies shall develop, implement, and test an IT Disaster Recovery plan for each critical IT system to ensure that a contingency system will be available in the event of a disaster to the primary production system. Reference State IT Disaster Recovery Guidelines.

4.6 IT Security Awareness, Training, and Education

Agencies shall develop and implement a security awareness, training, and education program for all agency employees and contractors to ensure that all employees and contractors adhere to the State IT Security Policy. Reference State IT Security Awareness Training and Education Training Guidelines.

4.7 IT Incident Response Process

Agencies shall be required to participate in the State Incident Response Process by detecting, tracking, logging, and reporting security incidents. Reference Maryland Computer Incident Response Capability Procedures and Standard Operation Procedures for Electronic Evidence Handling.

4.8 External Connections Review

External network connections, non-networked computers and dial-in connections shall be managed, reviewed annually, and documented as prescribed by the Agency IT Security Program. Results will be reported annually.

4.9 IT Security Program Reporting

Each agency is responsible for reporting on the status of the agency IT Security Program the DBM/OIT Security Division on an annual basis. A project plan detailing the projects, estimated costs, and estimated completion time required to bring the agency into compliance with the IT Security Policy must be included in the annual report.

Section: 5	Revision: 0
Date Adopted: June 2003	Date Revised:

5 Nonpublic Information Standard

Agencies shall establish and document a process that protects nonpublic information from disclosure to unauthorized individuals or entities, including other State or federal agencies. The process shall to be compliant with the Maryland Public Information Act and any applicable federal laws.

5.1 System Sensitivity Designation

Each agency must specify corresponding classification and controls that must be in place for the data within that agency. When the IT System is shared between State units and/or between State, Federal, or local units the highest level of classification will determine the classification of the data or IT System. For example, one agency may categorize the data at a medium level while the second agency may classify the data at a basic level, therefore, the data at both agencies will be at a medium level. All parties sharing the IT System or data must agree to the initial classification and any change in the classification. An IT System shall clearly identify data that is considered non-public or public and any electronic exchange of data will clearly state that the information is non-public or public.

Section: 6	Revision: 1
Date Adopted: June 2003	Date Revised: December 2005

6 Access Control Standard

All Agencies must ensure that information is accessed by the appropriate persons for authorized use only. To help accomplish this each agency must establish at a minimum the following:

- An authentication process to verify the identity of users prior to initiating a session or transaction on an IT system;
- An authorization process which specifically grants access to information ensuring that access is strictly controlled, audited, and that it supports the concepts of “least possible privileges” and “need-to-know”;
- An audit trail process to ensure accountability of system and security-related events;
- A process for ensuring that all systems have the ability to log and report specific security incidents and all attempted violations of system security. In addition, this capability must be enabled at all times;
- A review process of security audit logs, incident reports and on-line reports at least one (1) time per business day using automated tools to facilitate the review where possible;
- An investigation process for any unusual or suspicious items, which will incorporate reporting the results as specified in the State IT Incident Response Guideline;
- An internal assessment process for verifying their compliance to the State IT Security Policy;
- The processes to establish, manage, and document user id and password administration;
- A review of access privileges on an annual basis;
- A process for protecting nonpublic information;
- A process for explicitly authorizing access to nonpublic information;
- A process for documenting and escalating all instances of non-compliance with the State IT Security Policy;
- A segregation of the functions of system administration and security administration to provide separation of duties;
- Procedures prohibiting security personnel from initiating, programming, processing or authorizing business transactions;
- Independent audits of agency security administrators’ security transactions.

6.1 Authentication

All users must be uniquely identified. Group or shared ids are prohibited unless they are documented as “Functional ids”. Functional ids are user accounts associated with a group or role that may be used by multiple individuals (e.g., Emergency Problem/Fix Ids) or that are associated with a particular production job process (e.g., RACF id used to run production jobs). Passwords associated with functional ids are exempt from the password restriction on sharing and change requirements specified below.

6.2 Password Construction Rules and Change Requirements

Passwords must meet the following usage, construction and change requirements:

- The password must not be the same as the user id;
- Passwords must never be displayed on the screen;
- The user must select passwords unless randomly generated. Initial passwords and password sets

- distributed to the user must be issued “pre-expired” forcing the user to change them upon logon;
- Passwords must be a minimum of eight (8) characters and consist of mixed alphabetic and numeric characters. Passwords must not consist of all numbers, all special characters, or all alphabetic characters;
- Passwords must not contain leading or trailing blanks;
- Passwords must not contain more than two (2) consecutive identical characters;
- Password reuse must be prohibited by not allowing the last 10 passwords to be reused with a minimum password age of at least 2 days;
- Where possible, users should be prohibited from only changing/or adding one (1) character to their previous password (i.e., users should be prohibited from using passwords that are similar to their previous password);
- Automated controls must ensure that passwords are changed at least as frequently as every ninety (90) days for regular users, forty-five (45) days for power users, such as network and database administrators;
- Passwords older than its expiration date must be changed before any other system activity is performed;
- User ids associated with a password must be disabled after not more than four (4) consecutive login attempts while allowing a minimum of a ten (10) minute automatic reset of the account;
- When a user password is reset or redistributed, the validation of the user identity must be at least as strong as when originally established.

6.3 Authorization

All Agencies must have the following authorization controls implemented:

- A documented process to ensure that access privileges are verified at least annually;
- An automated process to ensure that individual user sessions either time out or initiate a password protected screen saver after a period of thirty (30) minutes of inactivity;
- A documented process to ensure that access rights reflect changes in employee/contractor status within twenty-four (24) hours of the change;
- A documented process to ensure that physical and logical access is immediately disabled upon a change in employment status where appropriate;
- An automated process to ensure that user ids are disabled after sixty (60) days of inactivity unless they are extended through the explicit approval of the Information Custodian (Note: Functional ids may be exempted from this requirement);
- A documented process to ensure that all default access capabilities are removed, disabled, or protected to prevent unauthorized use;
- A process/system to ensure that access privileges are traceable to a unique user id;
- An automated display, after a successful logon, showing the date and time of last successful logon and the number of unsuccessful logon attempts since the last successful logon.

6.4 Audit Trail

The following minimum set of events/actions must be logged and kept as required by State and Federal laws/regulations:

- Additions, changes or deletions to data produced by IT systems;
- Identification and authentication processes;
- Actions performed by system operators, system managers, system engineers, technical support,

data

security officers, and system administrators;

- Emergency actions performed by support personnel and highly privileged system and security resources.

The audit trails must include at least the following information:

- Date and time of event;
- User id of person performing the action;
- Type of event;
- Asset or resource name and type of access;
- Success or failure of event;
- Source (terminal, port, location, and so forth) where technically feasible.

6.5 Violation Log Management and Review

The Information Custodian must review all violations within one business day of a discovered occurrence. Automated tools are recommended when performing these review whenever possible. At a minimum the following events should be reviewed:

- Two (2) or more failed attempts per system day to access or modify security files, password tables or security devices;
- Disabled logging or attempts to disable logging;
- Two (2) or more failed attempts to access or modify nonpublic information within a week;
- Any unauthorized attempts to modify software or to disable hardware configurations.

Section: 7	Revision: 3
Date Adopted: June 2003	Date Revised: December 2005

7 Network Security Standard

Agencies must ensure that all information networks are protected from unauthorized access at all entry points. To help accomplish this, each agency must, at a minimum:

- Establish a process to protect from unauthorized dial-in access;
- Utilize the State approved banner text (See 7.2);
- Establish a process to ensure that all external IP connections are made through a firewall;
- Implement and monitor an Intrusion Detection Systems (IDS) or Intrusion Prevention System (IPS).

Automated logging and reporting of this information should be 24x7x365;

- Establish a process to ensure that all Service Interface Agreements (SIAs) are managed in accordance with their IT Security Program and the State Policy;
- Establish a process to ensure that the same level of controls that exist on-site exist for users working remotely;
- Establish a process to prevent unauthorized mobile code from being loaded onto State IT equipment;
- Establish a process for ensuring that wireless network connections do not compromise the Agency's network;
- Establish a process for securing all Private Branch Exchanges (PBXs);
- Establish a process to prevent unauthorized networks to access VoIP networks.

7.1 Dial-in Access

The following services are prohibited except where they are specifically approved by the Agency CIO:

- Dial-in desktop modems;
- Use of any type of "remote control" product (e.g., PCAnywhere, GoToMyPC);
- Use of any network-monitoring tool.

In addition, the following controls for dial-in users must be implemented:

- Unique network access user ids different from their application or network user id;
- A minimum prohibition of answer or pickup until after the sixth (6th) ring;
- Access privileges must be prohibited to any applications except those expressly required (i.e.

cannot

grant access to entire network, must be application specific);

- Annual review of access requirements;
- Shall not store data unless the data can be protected from unauthorized access, modification, or destruction.

7.2 Banner Text

The following banner text must be displayed at all system entry points and at all access points to servers, subsystems, etc. where initial user logon occurs:

"Access to this system is restricted to authorized users only and limited to approved business purposes. By using this system, you expressly consent to the monitoring of all activities. Any unauthorized access or use of this system is prohibited and could be subject to criminal and civil penalties. All records, reports, e-mail, software, and other data generated by or residing upon this system are the property of State of Maryland and may be used by the State of Maryland for any purpose."

An automatic pause, slow roll rate, or user acknowledgement is required to ensure that the banner can be read. The banner is:

- Required for all mainframe, midrange, workstation, personal computer, and network systems;
- Must be used in addition to, and is not a substitute for, any default banners or copyright/proprietary notices;
- The first banner that is displayed, except for citizen interfaces where use will negatively impact the citizen. In such cases, this negative impact must be documented in the Agency's IT Security Program.

7.3 Firewalls & Network Devices

State networks will be protected by firewalls at identified points of interface as determined by system sensitivity and data classification. State firewalls should be configured to block all services not required, disable unused ports, hide and prevent direct access to State trusted network addresses from untrusted networks, prevent access by unauthorized source IP addresses or subnets, maintain comprehensive audit trails, fail in a closed state and operate on a dedicated platform (device).

All publicly accessible servers will be placed on a firewall interface configured as a DMZ. This DMZ must be separated from any interfaces connected directly to the internal network interface.

All network devices (e.g. servers, routers) shall have all non-needed services disabled and the security for those devices hardened. Publicly managed email and chat services will be prohibited inside an Agency network unless approved by the Agency CIO. All devices shall have updates and patches installed on a timely basis to correct significant security flaws. Default or initial passwords shall be changed upon installation of all firewall and network equipment.

7.4 Intrusion Detection Systems

State networks will be monitored by an IDS or IPS implemented at critical junctures. Host-based, network-based, or a combination of both (preferred) may be utilized. IDS/IPS must be monitored and/or information logged 24x7x365. Each agency must establish a severity and escalation list based upon anticipated events that include immediate response capability when appropriate. These plans should be incorporated in the Agency's IT Security Program.

7.5 Service Interface Agreement

External network connections shall be permitted only after all approvals are obtained consistent with this policy and shall be managed in accordance with a Service Interface Agreement (SIA) that is agreed to by the State agency and the non-State entity. These connections are subject to the Maryland Public Information Act and should not be part of the ordinary process of doing business. Specific criteria should be included in the system IT Security Certification and Accreditation package and in the IT System security plan. An SIA shall include:

- Purpose and duration of the connection as stated in the agreement, lease, or contract;
- Points-of-contact and cognizant officials for both the State and non-State organizations;
- Roles and responsibilities of points-of-contact and cognizant officials for both State and non-State organizations;
- Security measures to be implemented by the non-State organization to protect the State's IT assets against unauthorized use or exploitation of the external network connection;
- Requirements for notifying a specified State official within a specified period of time of a security

- incident on the network, with the recommended time within 4 hours of the incident;
- A provision allowing the State to periodically test the ability to penetrate the non-state network through the external network connection or system.

7.6 Teleworking

In a telecommuting environment, an agency must require the same level of security on the microcomputer used at home or offsite as the microcomputer used in the workplace.

7.7 Mobile Code

Until reliable executable content scanning technology is available to address security concerns with regard to mobile code or executables obtained via the Web, all mobile code or executable content employed within a agency intranet shall be documented in the IT System Security Plan and approved by the Agency CIO.

7.8 Wireless Networks

7.8.1 General Controls

Each agency must:

- Complete a Certification and Accreditation of the wireless system before production implementation including the creation of a Wireless Security Plan (Reference <http://csrc.nist.gov/publications/nistpubs/800-47/sp800-47.pdf> for guidance);
- Maintain a current, documented diagram of the topology of the wireless network;
- Label and keep an inventory of the wireless and handheld devices;
- Perform periodic security testing and assessment of the wireless network;
- Perform ongoing, randomly timed security audits to monitor and track wireless laptop and handheld PDA usage on the network to ensure only authorized users are utilizing the network;
- Implement configuration/change control and management to ensure that equipment has the latest software release that includes security enhancements and patches for discovered vulnerabilities;
- Implement standardized configuration to reflect the Wireless Security Plan, to ensure change of default values, and to ensure consistency of operation;
- Implement security training to raise awareness about the threats and vulnerabilities inherent in the use of wireless technologies;
- Monitor the wireless industry for changes to standards that enhance security features and for the release on new products;
- Vigilantly monitor wireless technology for new threats and vulnerabilities;
- Wireless networks must implement some form of cryptographic protocol, examples being secure shell (SSH), Transport-Level Security (TLS), Internet Protocol Security (IPsec), or Virtual Private Networks (VPN);
- Additional countermeasures such as strategically locating access points, ensuring firewall filtering, blocking, and the installation of antivirus software must be implemented.

7.8.2 Wireless Security Plan

The Wireless Security Plan must do the following:

- Identify who may use the technology in the agency;
- Identify whether Internet access is required;
- Describe who can install access points and other wireless equipment;
- Provide limitation on the location of and physical security for access points;

- Describe the type of information that may be sent over wireless links;
- Describe the conditions under which wireless devices are allowed;
- Define standard security settings for access points;
- Describe limitation on how the wireless devices may be used;
- Describe the hardware and software configuration of all wireless devices;
- Provide guidelines on reporting losses of wireless devices and security incidents;
- Provide guidelines for the protection of wireless clients to minimize/reduce theft;
- Define the frequency and scope of security assessments to include access point discovery.

Access Point Configuration

- All default passwords must be changed to comply with the State of Maryland password policies before production implementation;
- The Secure Set Identifier (SSID) must be changed from the factory default before production implementation;
- The beacon interval which announces the existence of a wireless network should be set to its highest value;
- Disable the broadcast SSID feature;
- Change default cryptographic keys;
- If SNMP is not required, the agency should disable it;
- If SNMP is required, agencies must use SMNPv3 or higher;
- Dynamic Host Control Protocol (DHCP) should be disabled and static IP addresses should be used on the wireless network, if feasible, and/or utilize access points with integrated firewalls.

Authentication

- The access point must verify the identity of the wireless device (i.e., open-system authentication and WEP and WEP2 are prohibited).

Intrusion Detection/Prevention Systems

- Host Based Intrusion Detection System (IDS) or Intrusion Prevention Systems (IPS) must be implemented on the wireless network wherever possible.

7.9 Private Branch Exchange (PBX)

If PBX processors require remote vendor maintenance via a dial-in telephone line the following controls must be in place:

- A single dedicated telephone line that disables access to the public-switched telephone network;
- An automated audit trail;
- Encryption of transmissions;
- Access controls.

Data transmitted by facsimile must be treated in the same manner as any data communicated by network or PBX based on system sensitivity and data classification.

Section: 8	Revision: 2
Date Adopted: June 2003	Date Revised: December 2005

8 Physical Security Standard

Physical access to IT information processing, storage areas, and storage devices and its supporting infrastructure (communications, power, and environmental) must be controlled to prevent, detect, and minimize the effects of unauthorized or unintended access to these areas. Agencies must:

- Secure IT areas with controls commensurate to the risks;
- Ensure the secure destruction of storage media;
- Ensure secure media reuse;
- Ensure secure storage of media;
- Obtain personnel security clearances where appropriate.

8.1 Secured IT Areas

Physical access controls must be in place for the following:

- Data Centers;
- Areas containing servers and associated media;
- Networking cabinets and wiring closets;
- Power and emergency backup equipment;
- Operations and control areas.

Access to data centers and secured areas will be granted for those employees, contractors, technicians and vendors who have legitimate business responsibilities in those areas. Authorization should be:

- Based on frequency of need for access;
- Approved by the manager responsible for the secured area.

Each agency is responsible for:

- Issuing picture id badges to all Employees/contractors and ensuring that these badges are openly displayed at all times;
- Ensuring that all portable storage media such as hard drives, flash media drives, diskettes, magnetic tapes, laptops, PDA devices, DVDs and CDs are physically secured;
- Ensuring proper environmental and physical controls are established to prevent accidental or unintentional loss of information residing on IT systems;
- Ensuring that any physical access controls are auditable.

8.2 Storage Media Disposal

When no longer usable, diskettes, compact disks, tape cartridges, ribbons, and other similar items shall be destroyed by a NIST approved method such as shredding, incineration, overwriting, or degaussing (Ref: <http://www.nsa.gov/ia/government/mdg.cfm?MenuID=10.3.1>). No IT equipment shall be released from an agency's control until the equipment is sanitized and all stored information has been cleared. This requirement applies to all permanent disposal of equipment regardless of the identity of the recipient. This includes equipment transferred to schools, as well as equipment maintenance and repair.

8.3 Media Reuse

When no longer required for mission or project completion, media (tapes, disks, hard drives, etc.) to be used by another person within the agency shall be overwritten with software and protected consistent with the data sensitivity of which the IT storage media were previously used. The procedures shall be documented in the IT System Security Plan.

8.4 Storage and Marking

IT Systems and electronic media shall be protected and marked in accordance with the data sensitivity. Users shall not store data on electronic media that cannot be adequately secured against unauthorized access. Data to be electronically transferred to a remote storage location should be transferred only by a secure and encrypted method.

8.5 Personnel

Security clearances are required for personnel as determined by the system sensitivity and data classification designation. Agencies will ensure that an appropriate background investigation (e.g., CJIS, State Police) has been completed on personnel as necessary. Agencies will maintain personnel clearance information on file.

Section: 9	Revision: 1
Date Adopted: June 2003	Date Revised: December 2005

9 Microcomputer/PC/Laptop Security Standard

Agencies must ensure that all microcomputer (i.e., workstation, desktop computers, laptops computers, PDA's, and any other portable device that processes/stores data) are secured against unauthorized access. The level of controls should be commensurate with the information accessed, stored, or processed on these devices. To help accomplish this each agency must establish at a minimum the following:

- General controls;
- Virus protection;
- Software licensing and use controls;
- Laptop security and mobile computing controls;
- Protection from personally owned microcomputers and portable storage devices.

9.1 General Controls

All microcomputers that store and/or access nonpublic information must implement the following controls:

User id and password to control access at logon;

- Encryption to protect directories, sub-directories, and/or files containing nonpublic information;
- Virus Protection.

Standard virus protection programs must be installed, updated, and maintained on all microcomputers, LAN servers, and mail servers. These programs must:

- Be configured to run checks for viruses at startup and operate in memory-resident mode to check for viruses during normal processing;
- Be updated as soon as updates are available from the vendor;
- Be configured to prevent connection to the network unless the accessing microcomputer has the latest

version of the virus product and update installed.

9.2 Software Licenses and Use

Unless specifically approved by the Agency CIO and the agency head, personal or corporate IT equipment shall not have State licensed software installed and shall not be used to process or transmit nonpublic data. Only State owned and authorized computer software is to be used on standalone or networked computer equipment. The State will provide legally acquired software to meet legitimate software needs in a timely fashion and in sufficient quantities to satisfy those needs.

Authorized software packages are those approved by the Agency CIO. Executable modules cannot be downloaded from the Internet unless authorized by the Agency CIO and agency network administrator. Agencies should designate a single point of contact for inquiries about copyright violations, pursuant to federal law.

9.3 Laptop Security and Mobile Computing

Laptops and mobile computing devices are not authorized to process or store nonpublic information unless approved in writing by the agency network support administrator, the Agency CIO and the agency head. Laptops and mobile computing devices which include personal digital assistants approved for processing nonpublic information cannot be connected to State networks or systems unless the network or system is certified and accredited for that function. In such cases the IT Security Program will identify the devices that can be used to access the network or the system, the purposes for the access, and the security controls for the connection.

9.4 Personally Owned Data Processing Equipment

Personal or contractor owned data processing and data storage equipment (i.e., not owned by the State) are prohibited from accessing systems with nonpublic information and processing or storing nonpublic information unless approved by the agency network support administrator and the Agency CIO.

Section: 10	Revision: 1
Date Adopted: June 2003	Date Revised: December 2005

10 Encryption Standard

Agencies must ensure that encryption is utilized to protect any nonpublic information when it is stored or transmitted through any environment. IT Systems employing encryption must comply with all applicable Federal Information Processing Standards (FIPS) publications and guidelines for encryption (Reference <http://csrc.nist.gov/publications/fips/> for guidance).

To help accomplish this each agency using encryption must establish at a minimum the following:

- Secure cryptographic keys;
- Use of Public Key Cryptography methods approved by the State CIO;
- All cryptographic keys must have a designated, unique owner.

Key change intervals shall be established by each agency, but must be no longer than the following:

- Master keys must be changed once per year, if the product allows;
- Key encrypting keys (e.g., asymmetric encrypting a symmetric) must be changed at a minimum of every six (6) months;
- Link encrypting keys must be changed every six (6) months.

Keys must be distributed in a secure manner ensuring that the entire key is not exposed while in transit to any one individual at any one time.

Default cryptographic keys may not be utilized. Exceptions are for emergency recovery, system calibration or vendor certification purposes. In such cases, a documented process describing the storage, maintenance, use and destruction of these keys must be in place.

10.1 Public Key Technology (Asymmetric)

All public key management systems, Certificate Authorities (CAs), key distribution systems, key recovery systems, and cross-certification processes must be approved by the State CIO. Every public key and certificate must have an associated scope of use, which must be checked by any user or server that accepts or relies upon the certificate.

The process for issuing digital certificates must:

- Establish that the subject is the holder of the associated private keys;
- Establish the identity of the subject;

Section: 11	Revision: 2
Date Adopted: June 2003	Date Revised: December 2005

11 IT Information Security Deviation/Risk Acceptance Standard

An Information Security Deviation Request/Risk Acceptance form must be completed by the agency if it determines that it cannot or will not comply with the State IT Security Policy. All deviation requests require the approval of the agency CIO, agency head, and the State CIO.

11.1 General Requirements

- Proposed deviations will be considered on an individual basis;
- Where appropriate, a risk assessment will be performed to evaluate the threats, countermeasures and extenuating circumstances associated with the proposed deviation and its impact on IT systems;
- Requests for deviations must be made in writing;
- Deviations will be granted for a maximum period of twelve (12) months after which time the deviation will be considered expired and require renewal.

Section: 12	Revision: 1
Date Adopted: June 2003	Date Revised: December 2005

12 Use of Electronic Communications Standard

This standard applies to information technology security, however, it is not inclusive of other State policies and regulations that may further apply to the use of electronic communications.

The use of the Internet, E-mail and other State computing equipment, networks and communication facilities is provided to State employees and contract employees as electronic tools to perform their job functions. Information communicated electronically through email, the Internet or sharing of electronic documents is subject to State laws, regulations, policies and other requirements, as is information communicated in other written forms and formats. Access to State agency email or Internet services may be wholly or partially restricted without prior notice and without user consent.

12.1 Internet and Electronic Communications

Users accessing the Internet or other State electronic communications through State resources may be monitored. Agencies shall develop standards consistent with all State policies and standards regarding E-mail, Internet use, and use of other computer resources. Electronic communications that are not secure or encrypted should not be used to send information that is nonpublic information.

12.2 Computer Software and Copyright Infringement

The State will not permit the making or using of unauthorized software copies under any circumstances. This includes, but is not limited to programs, executable modules and screen savers (e.g. downloaded software, pirated software, software not licensed to the State, software brought from home). Agencies will establish and enforce internal controls to prevent the making or use of unauthorized software copies, including measures to verify compliance with these standards and appropriate disciplinary actions for violations of these standards. For additional guidance refer to Annotated Code of Maryland, Criminal Law, Section 7-302.

The Agency CIO is responsible for ensuring that the agency is abiding by the terms of all software licenses and for compliance with the prevention of software copyright infringement and protection. The Agency CIO, or designee, shall establish and maintain positive control of software, including inventory measures and accounting procedures that document all purchases of software. Each agency shall establish written procedures that include at a minimum the following:

- Control of all software and software licenses;
- A program that informs employees about the need to comply with software licenses;
- Requirement for all employees to sign the State of Maryland Software Code of Ethics (Attachment 1).

12.3 IT Incident and Advisories

Each agency shall notify its staff of the personnel designated to provide authenticated notices of IT incidents and advisories. Employees other than the designated personnel shall not forward IT Incident advisories to agency staff. If an advisory comes to an employee, the employee shall forward it to the designated personnel for evaluation.

13 Record of Revisions

Issue	Date	Section	Description
Revision 1.3	December 2005	Cover Page	Modified date and revision
		1	Changed Format
		1.1,1.4	Removed reference to Executive Order
		1.6	Added language: guidance and reference
		2	Changes format, added terms and definitions: IPS, Untrusted Network, VoIP
		3	Changed format
		3.1	Added Enforcing State security policy
		4	Changed format
		4.9	Removed reference to State Data Security Committee
		6	Removed bullet line 6
		6.1.1	Changed bullet line 9 to reflect 90 days for general users. Changed line 11 to allow for a 10 minute automatic reset
		6.2	Changed bullet line 5: removed the 90 removal reference
		7	Changed format, added VoIP
		7.4	Added Intrusion Prevention System
		7.8	Added language: guidance. Added IPS reference
		8	Changed format
		8.2	Removed reference to second URL "Miami.edu"
		8.4	Added reference to secure and encrypted method.
		9	Changed format
		9	Added "processes/stores"
		9.2	Removed reference to DBM
		10	Changed format, changed language to state "reference", "guidance".
		11	Changed format

Issue	Date	Section	Description
		12	Changed format
		12.2	Changed heading, added paragraph to cover SCOE position.
		13 (old)	Removed
		14	Changed to Section 13
			Added Revision references for 2005
		14	Appended Software Code of Ethics attachment
Revision 1.2	December 2004	1.1.77	Agency deviation approval list modified
		2	Mobile Code definition added, Nonpublic Definition added,
			PPI Definition removed and all references to PPI changed to nonpublic.
		7.8	Wireless Network Controls, Security Plan, A.P. Configuration, Authentication, IDS.
		8.2	Storage Media Disposal
		9.4	Personally Owned Data Processing Equipment.
		11.1	Requests for deviations format
Revision 1.1	July 24, 2003	7.2	Banner Text modified.
Policy issued	June 6, 2003	N/A	N/A

ATTACHMENT 1 STATE OF MARYLAND

SOFTWARE CODE OF ETHICS

Unauthorized duplication of copyrighted computer software violates the law and is contrary to the State's standards of conduct. The State disapproves of such copying and recognizes the following principles as a basis for preventing its occurrence.

1. The State will not permit the making or using of unauthorized software copies under any circumstances.
2. The State will provide legally acquired software to meet its legitimate software needs in a timely fashion and in sufficient quantities to satisfy those needs.
3. The State will enforce internal controls to prevent the making or using of unauthorized software copies, including measures to verify compliance with these standards and appropriate disciplinary actions for violations of these standards.

My signature indicates that I have read and understand this State of Maryland Software Code of Ethics. I understand that making or using unauthorized software will subject me to appropriate disciplinary action. I understand further that making or using unauthorized software may also subject me to civil and criminal penalties.

SIGNATURE: _____ DATE: _____

NAME: (Please Print): _____

AGENCY: _____

DIVISION: _____

LOCATION: _____

APPENDIX I

INFORMATION TECHNOLOGY SECURITY STANDARDS PROTECTED HEALTH INFORMATION

The Maryland Health Care Commission requires that vendors have in place sound protections for electronic health information. Responses provided to the categories listed below will enable the Commission to evaluate that the integrity, confidentiality, and availability of electronic protected health information it collects, maintains, uses, or transmits is protected. The confidentiality of health information is threatened not only by the risk of improper access to stored information, but also by the risk of external intrusion or interception during transmission of information. The Commission broadly requires vendors to meet standards outlined under Title II, Subtitle F, Sections 261 through 264 of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Pub. L. 104-191. These standards require measures to be taken to secure electronic information while in its custody as well as in transit. Information specific to these requirements can be obtained from the Department of Health and Human Services, 45 CFR Parts 160, 162, and 164, Health Insurance Reform: Security Standards.

Policies: The vendor must demonstrate that it has developed and implemented policies and procedures to secure protected health information. Policies and procedures must be department-specific regarding the purchase, care, and handling of hardware and software.

Roles and responsibilities of management, technical staff, and users: The vendor must explain specific roles of management and technical staff in the daily supervision of its information technology systems. Discuss the method used for assigning access to information technology systems, i.e., role-based or user-based access. Indicate any access variations that exist between management and the system administrators.

Accounts and passwords: The vendor must provide evidence its network and/or server(s) are set up by unique user accounts. Information technology used to store or maintain health information must have access limited to users with only specific account access authorization.

Privacy and confidential data storage: The vendor must explain how its health information is stored, maintained, and transmitted and how it protects this information from internal and external intrusion. Explain the encryption technique used when electronic health information is transmitted externally.

Physical security plan: The vendor must demonstrate its technique for controlling physical access to offices and computer equipment. Explain how you control access to workstations. Discuss control measures used for assigning keys and swipe cards to employees.

Network configuration plan: The vendor must diagram its network and/or server(s) where information technology is stored and operates. Provide an overview of the partitioning of your network and/or server(s) and where protected health information will

reside.

Business continuity plan: The vendor must explain how its operations would continue in the event of a disaster. Include a discussion of an alternative site, replacement workstations and/or server(s) used to support your organization, how employees would perform their tasks from a remote site, and how long you could operate from a remote location before you would experience a degradation of service.

Backup and recovery plan: The vendor must explain its data backup process and how media are stored. Describe the practice used for restoring data on information technology system(s) using backup media. Include the frequency for testing the backup and recovery plan.

Keeping track of information technology upgrades and changes: The vendor must explain its process for protecting health information during system upgrades. Summarize how data are safeguarded during system repairs when performed by parties external to the organization. Discuss the documentation process used to track changes made in your information technology system.

Software licensing and policy: The vendor must include a list of software it is licensed to use and provide a copy of each license. Discuss the filing system that allows you to track licenses.

User awareness training: The vendor must provide evidence indicating that employees have read and understand your information technology security practice on an annual basis.

Network and/or server security: The vendor must provide an overview of its firewall protection for the network and/or server(s), and discuss any protections that exist on the workstations.

Anti-virus software: The vendor must explain its anti-virus software, frequency of updates, and configuration.

Social engineering: The vendor must explain its internal processes designed to prevent the inadvertent exchange of protected health information by employees.

APPENDIX J

MHCC DATA USE AGREEMENT

Contract Number MHCC- 07-019

AGREEMENT FOLLOWING MARYLAND HEALTH CARE COMMISSION DISCLOSURE OF DATA

This is an agreement between the _____, hereafter "Contractor," and the Maryland Health Care Commission (MHCC). It is for the purpose of ensuring the confidentiality, integrity and security of data collected by the contractor in conducting a survey of responsible parties of nursing home residents in Maryland.

1. Conditions stating Scope of Use of the Information. The Contractor warrants that the facts, statements, and other representations made in its Contract with the MHCC regarding the projected scope of use of the information and all other aspects of the information are complete and accurate. The Contractor is bound by the terms of its Contract in the protection of any data obtained in the course of this contract. At the conclusion of this agreement or on the completion of work, the Contractor will return all data files, including analysis files developed for work under the contract, or certify to the MHCC that all data has been removed from the Contractor's system and that all back-up files have been destroyed by the Contractor.
2. Conditions Establishing Safeguards for Protection of Data Confidentiality. The Contractor warrants that all resident-specific information will be maintained on a password-protected computer and in a locked office. No resident-specific information will be disclosed to any person or entity outside of the parties stated under the contract and in supporting documentation. The terms of the contract are express representations, which Requester warrants and guarantees it will perform and are included among its obligations under this Agreement. The Contractor shall not disclose, release, reveal, show, sell, lease, loan, or otherwise grant access to the data covered by this agreement except as expressly authorized under the terms of the contract. Within the Contractor's organization, access to the data shall be limited to the minimum number of individuals necessary to achieve the purpose and access shall be granted only on a need-to-know basis.
3. Breach of Agreement. Any unauthorized use of the data provided by virtue of this agreement shall constitute a breach of the agreement. Any breach of security or unauthorized disclosure shall constitute a breach of this agreement. Any violation of state or federal law with respect to disclosure of this data shall constitute a breach of this agreement. Notwithstanding the breaches specifically enumerated above, any other failure by the Contractor to comply with the terms and obligations of this Agreement may constitute a breach of the agreement. Any alleged failure of the MHCC to immediately claim or act upon a breach does not constitute a waiver of a breach.

4. Consequences upon Breach of Agreement. In the event that the MHCC, in its sole discretion, has a reasonable belief that the Contractor is in breach of this agreement, it may choose among the following options: a) to investigate the matter, including on-site inspection for which the Contractor shall provide access; b) to resolve the dispute by a plan of correction or other alternative; or c) to declare a breach and demand the return of any and all data released under this agreement and to provide no further data.
5. Other Remedies. Notwithstanding and in addition to the special provisions referenced in paragraph 4. above, the MHCC may exercise any and all legal, equitable, and criminal referral remedies in the event of a breach of this agreement. In the event that the MHCC succeeds in a court action to invoke injunctive relief for a violation of this agreement, the Contractor shall pay reasonable attorney's fees and costs to the MHCC. The Contractor agrees to indemnify and hold harmless the MHCC for any harm to third parties resulting from any breach by the Contractor of the terms of this Agreement and to cooperate with the MHCC in its defense of any third party claim involving the Contractor's activities under this agreement.
6. Rights in Data. The parties agree that the MHCC retains all ownership rights to the data collected and reports produced under the contract referenced by this agreement and that the Contractor does not obtain any right, title, or interest in the data furnished by the MHCC.

The contractor may request, in writing, use of data without individual identifiers for research purposes. Such requests will be considered by the MHCC for up to six months following completion of the contract.

7. Modification. The terms of this agreement may only be changed by a written modification to this agreement, or by the parties adopting a new agreement.
8. Jurisdiction. The terms of this agreement shall be governed by the laws of Maryland and the Contractor acknowledges doing business in Maryland and agrees to submit to the jurisdiction of the courts of Maryland in the event of an alleged breach of this agreement.
9. Custodian. The following named individual is designated as "Custodian" of the files on behalf of the Contractor and will be personally responsible for the observance of all Conditions of Use, for the protection of confidentiality and security of the data, and for other obligations under this agreement.
10. Acknowledgements and Signatures. On behalf of the Contractor, the undersigned individual hereby attests authorization to enter into this agreement and agrees to all the terms specified herein.

Date

Printed Name

Signature

As required in Paragraph 9 above, the Custodian acknowledges appointment as Custodian of the aforesaid data files and information on behalf of the Contractor, and agrees personally and in a representative capacity to comply with all of the provisions, conditions, and terms of this agreement.

Date

Name and Title of Custodian Typed or Printed

Signature

On behalf of the MHCC, the undersigned individual hereby attests authorization to enter into this agreement.

Date

Bruce Kozlowski, Director, Center for Long-term and Community-based Services

Signature

**Maryland Health Care Commission
4160 Patterson Avenue
Baltimore, MD 21215
Telephone: 410-764-3444
E-mail: bkozlowski@mhcc.state.md.us**

MBE INSTRUCTIONS AND ATTACHMENTS

MBE SUBCONTRACTING PARTICIPATION INSTRUCTIONS
MBE ATTACHMENTS A-H

- I. As a component of the offeror's Technical proposal, the offeror shall submit one original and two copies of a completed **Certified MBE Utilization and Fair Solicitation Affidavit (MBE Attachment A)**, signed by the offeror, which shall become part of the contract. Offerors shall select either box 1b or 1c to reflect their anticipated compliance or inability to comply with the established goal. Failure to include this Attachment A with the Technical proposal shall result in a determination that the entire proposal is not reasonably susceptible for award of contract.
- II. As a component of the offeror's Financial proposal, the offeror shall submit one original and two copies of a completed **MBE Participation Schedule (MBE Attachment B)**, signed by the offeror, which shall become part of the contract. Part I of Attachment B shall be completed regardless of the selection made on Attachment A. In the event box 1b or 1c (and a partial waiver is requested) is selected in Attachment A; Part II of Attachment B shall be completed. In the event box 1c is selected in Attachment A, and a full waiver is requested; Part II of Attachment B shall be left uncompleted. Failure to include this Attachment B with the Financial proposal shall result in a determination that the entire proposal is not reasonably susceptible for award of contract.

If completed, Part II of Attachment B shall include the following information:

- (a) The name of each proposed MBE who will participate in the project, the amounts to be paid each subcontractor, the percentage of the total contract represented by each subcontract and descriptions of the services to be performed or items to be furnished by the MBE.
- (b) Any other documentation considered appropriate by the Department of Health and Mental Hygiene to ascertain compliance with the Contract MBE participation goal.

Failure to include either MBE Attachment with its appropriate proposal (Attachment A - Technical proposal / Attachment B - Financial proposal) will render the entire proposal not reasonably susceptible of being awarded a contract and cause the Department to cease consideration of it.

- III. Within 10 days of being notified that it has been recommended for award of a contract, the offeror shall submit one original and two copies of a completed **Outreach Efforts Compliance Statement (MBE Attachment C)**, signed by the

offeror, which shall become part of the contract. It shall include:

- (a) A listing of specific work categories identified by the offeror in which there are subcontracting opportunities,
- (b) Copies of written solicitations used to solicit certified MBEs for these subcontracting opportunities.
- (c) A description of the offeror's attempts to personally contact the solicited MBEs.
- (d) A description of offeror's efforts to fulfill or seek waiver of bonding requirements, if bonding is required.

IV. Within 10 days of being notified that it has been recommended for award of a contract, the offeror shall submit one original and two copies of a completed **MBE Subcontractor Project Participation Statement (MBE Attachment D)**). This statement must be consistent with the information included on the MBE Participation Schedule (MBE Attachment B), unless any changes in MBE subcontractors have been submitted to and approved by the Department. The Statement shall be signed by both the offeror and each MBE listed and shall include:

- (a) A statement of intent to enter into a contract between the prime contractor and each subcontractor if a contract is executed between the Department of Health and Mental Hygiene and the prime Contractor.
- (b) The amount and type of bonds required of MBE subcontractors, if any.

V. Whenever a modification or option is exercised the procuring unit will have to obtain MBE Participation Schedule (MBE Attachment B) and submit it to the Office of Contract Policy, Management and Procurement with the modification/option submission package. If the MBE subcontractor, previously listed on the MBE Participation Schedule, changes from original submission, MBE Attachments B & D must be submitted with the procurement request.

V. **MBE Participation Waiver**

If the offeror is unable to achieve the Contract goal for certified MBE participation, the offeror shall submit instead of or in conjunction with an MBE Subcontractor Project Participation Statement, a request in writing for a waiver with justification, to include the following:

- (a) A detailed statement of the efforts made to select portions of the proposed work to be performed by the certified MBEs in order to increase the likelihood of achieving the stated goal;

- (b) A detailed statement of the efforts made to contact and negotiate with certified MBEs including the names, addresses, dates, and telephone numbers of the certified MBEs contacted and a description of the information provided to the certified MBEs regarding plans, specifications, and anticipated time schedules for portions of the work to be performed;
- (c) As to each certified MBE that placed a subcontract quotation or offer that the apparent successful offeror considered not to be acceptable, a detailed statement of the reasons for this conclusion; and
- (d) In the event certified minority subcontractors are found to be unavailable, a signed and notarized **MBE Statement of Unavailability (MBE Attachment E)** must be prepared by the offeror, including the names, addresses, dates, and telephone numbers of the certified MBEs contacted, and the reason each MBE is unavailable.

The Code of Maryland Regulation citation (COMAR 21.11.03.11) governing the MBE waiver is included as **MBE Attachment F**.

VI. MBE Participation Compliance

To assure compliance with certified MBE subcontract requirements, the Department shall conduct periodic reviews and require periodic reports from both the prime contractor and the certified MBE subcontractor(s). The reviews and reports may consist of, but not be limited to:

- (a) The prime contractor shall submit **monthly** to the Department as noted below a **Prime Contractor Unpaid MBE Invoice Report (MBE Attachment G)** listing any unpaid invoices, over 30 days old, received from any certified MBE contractor, the amount of each invoice and the reason payment has not been made.
- (b) The prime contractor shall include in its agreement with certified MBE subcontractors a requirement that those subcontractors submit **monthly** to the Department, a **Subcontractor Payment Report (MBE Attachment H)** that identifies the prime contract and lists all payments received from the contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices.

One copy of each report noted above, is to be submitted monthly to the Department's Contract Monitor as listed on page 5 of this solicitation and to the Office of Community Relations, 5th floor, 201 West Preston Street, Baltimore MD 21201 (410) 767-6600.

- (c) The prime contractor shall maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of the work performed.
- (d) The offeror, by submitting a proposal, in the event of

contract award, shall consent as prime contractor to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. The contractor must retain all records concerning MBE participation and make them available for Department inspection for a period of three years after final completion of the contract.

VII. All questions related to certification, as an MBE must be directed to:

Maryland Department of Transportation
Office of Minority Business Enterprise/Equal Opportunity
P.O. Box 8755
BWI Airport
Baltimore, Maryland 21240
Telephone: (410) 865-1269

Certified MBE Utilization
and Fair Solicitation
Affidavit

MRF Attachment A

*****NOTICE*****

Effective October 1, 2004, this document shall be included with the submittal of the bid or offer, regardless of whether the bidder or offeror is seeking a waiver to the subcontracting goal. If the bidder or offeror fails to submit this form with the bid or offer, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

In conjunction with the bid or offer submitted in response to Solicitation No. _____, I affirm the following (complete paragraph 1a. and check and complete paragraph 1b. or 1c.):

1a. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of _____ percent and, if specified in the solicitation, subgoals of _____ percent for MBEs classified as African American-owned and _____ percent for MBEs classified as women-owned.

1b. I have made a good faith effort to achieve this goal and intend to meet or surpass it. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule (MBE Attachment B) shall be used to accomplish the percentage(s) of MBE participation notated above in 1a.

OR

1c. After having made a good faith effort to achieve the MBE participation goal, I conclude I am unable to achieve it. Instead, I propose to achieve MBE participation of _____% and request a waiver of the remainder of the goal. Within 10 business days of receiving notice that I or the firm I represent is the recommended bidder or recommended offeror, I will submit a written waiver request compliant with COMAR 21.11.03.11. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule (MBE Attachment B) shall be used to accomplish the percentage of MBE participation I am able to achieve.

2. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (MBE Attachment B) with the bid or financial proposal.

3. I understand that if I am notified that I am the apparent awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.

- (a) Outreach Efforts Compliance Statement (Attachment C)
- (b) Subcontractor Project Participation Statement (Attachment D)
- (c) MBE Waiver Request per COMAR 21.11.03.11 (if applicable)
- (d) Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

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

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

subcontractors.

5. The solicitation process was conducted in such a manner so as to not place MBE subcontractors at a competitive disadvantage to non-MBE subcontractors.

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

Bidder/Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

Submit this Affidavit with Bid/Technical Proposal

Maryland Department of Health and Mental Hygiene
201 West Preston Street
Baltimore, Maryland 21201

**MBE Participation
Schedule**

●●●●● NOTICE ●●●●●

Effective October 1, 2004, this document shall be included with the submittal of a bid or financial proposal. The bidder shall complete Part I in all cases. If Box (1b.) is selected in Attachment A, Part II shall be completed to identify all MBE subcontractors. If Box (1c.) is selected on Attachment A, MBE subcontractors that will partially meet the goal shall be identified, or, if a total waiver is requested, the Part II may not be completed. In no case, however, shall this Attachment be omitted in its entirety or submitted without completing Part I and signing. If the bidder or offeror fails to submit the form with the bid or financial proposal as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

PART I.

Prime Contractor: (Firm Name, Address, Phone)	Project Description
Project Number: DHMH OCPMP ___ - _____	Total Contract Amount: \$

PART II.

List Information For Each Certified MBE Subcontractor On This Project

A. Minority Firm: (Name, Address, Phone)	MBE Certification Number:
	Minority Firm Tax I.D. Number:
Work to Be Performed:	
Project Commencement Date:	Project Completion Date:
Agreed Dollar Amount: \$	Percentage of Total Contract:
B. Minority Firm: (Name, Address, Phone)	MBE Certification Number:
	Minority Firm Tax I.D. Number:
Work to Be Performed:	
Project Commencement Date:	Project Completion Date:
Agreed Dollar Amount: \$	Percentage of Total Contract:

C. Minority Firm: (Name, Address, Phone)	MBE Certification Number:
	Minority Firm Tax I.D. Number:
Work to Be Performed:	
Project Commencement Date:	Project Completion Date:
Agreed Dollar Amount: \$	Percentage of Total Contract:
D. Minority Firm: (Name, Address, Phone)	MBE Certification Number:
	Minority Firm Tax I.D. Number:
Work to Be Performed:	
Project Commencement Date:	Project Completion Date:
Agreed Dollar Amount: \$	Percentage of Total Contract:
E. Minority Firm: (Name, Address, Phone)	MBE Certification Number:
	Minority Firm Tax I.D. Number:
Work to Be Performed:	
Project Commencement Date:	Project Completion Date:
Agreed Dollar Amount: \$	Percentage of Total Contract:

Minority Firms Total Dollar Amount \$ _____ Minority Firms Total Percentage of Contract _____ %
 Sub-percentage women owned MBE _____ % Sub-percentage African American owned MBE _____ %

Document Prepared By:	
Name	Title

List Additional MBE Subcontractors or Provide Additional Comments on Separate Form.

Submit this Affidavit with Bid/Financial Proposal

Maryland Department of Health and Mental Hygiene
 201 West Preston Street
 Baltimore, Maryland 21201

MBE Participation Schedule (continued)
Append to MBE Attachment B if needed.

F. Minority Firm: (Name, Address, Phone)	MBE Certification Number:
	Minority Firm Tax I.D. Number:
Work to Be Performed:	
Project Commencement Date:	Project Completion Date:
Agreed Dollar Amount: \$	Percentage of Total Contract:
G. Minority Firm: (Name, Address, Phone)	MBE Certification Number:
	Minority Firm Tax I.D. Number:
Work to Be Performed:	
Project Commencement Date:	Project Completion Date:
Agreed Dollar Amount: \$	Percentage of Total Contract:
H. Minority Firm: (Name, Address, Phone)	MBE Certification Number:
	Minority Firm Tax I.D. Number:
Work to Be Performed:	
Project Commencement Date:	Project Completion Date:
Agreed Dollar Amount: \$	Percentage of Total Contract:
I. Minority Firm: (Name, Address, Phone)	MBE Certification Number:
	Minority Firm Tax I.D. Number:
Work to Be Performed:	
Project Commencement Date:	Project Completion Date:
Agreed Dollar Amount: \$	Percentage of Total Contract:

Outreach Efforts

Compliance Statement

In conjunction with the bid or offer submitted in response to Solicitation No. _____, I state the following:

- 1. Bidder/ Offeror identified opportunities to subcontract in these specific work categories (Attach additional pages if necessary):
 -
 -
 -
 -

- 2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.

- 3. Bidder/Offeror made the following attempts to contact personally the solicited MBEs. (Attach additional pages if necessary):
 -
 -
 -
 -

- 4. Bidder/Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements. (Describe Efforts) (Attach additional pages if necessary)

- This project does not involve bonding requirements.

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

Bidder/Offeror Name

By: _____

Address

Name, Title

Date

To Be Submitted By Recommended Bidder/Offeror

Maryland Department of Health and Mental Hygiene
201 West Preston Street
Baltimore, Maryland 21201(Rev. 12/04)

Subcontractor

Project Participation Statement

Submit one form for each Certified MBE listed in the MBE Participation Schedule

Provided that _____ is awarded the State contract in
 (Prime Contractor Name)
 conjunction with Solicitation No. _____, it and _____
 (Subcontractor Name)
 MDOT Certification No. _____, intend to enter into a contract by
 which Subcontractor shall _____
 (Describe Work)

_____ No bonds are required of Subcontractor.

_____ The following amount and type of bonds are required of
 Subcontractor:

-
-
-

Prime Contractor Signature

Subcontractor Signature

By: _____
Name, Title

By: _____
Name, Title

Date

Date

To Be Submitted By Recommended Bidder/Offeror
 Maryland Department of Health and Mental Hygiene
 201 West Preston Street
 Baltimore, Maryland 21201

MARYLAND DEPARTMENT OF HEALTH & MENTAL HYGIENE
MINORITY CONTRACTOR UNAVAILABILITY CERTIFICATE

Section I (to be completed by PRIME CONTRACTOR)

I hereby certify that the firm of _____
(Name of Prime Contractor)

located at _____
(Number) (Street) (City) (State) (Zip)

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

_____ located at _____
(Number) (Street) (City) (State) (Zip)

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

List below the type of work/ service requested:

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

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

(Name) (Title)

(Number)(Street) (City) (State) (Zip)

(Signature) (Date)

Note: Certified minority business enterprise must complete Section II on reverse side.

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

I hereby certify that the firm of _____ MBE Cert.# _____
(Name of MBE Firm)

located at _____
(Number) (Street) (City) (State) (Zip)

was offered the opportunity to bid on project number _____, ON _____
(Date)

by _____
(Prime Contractor's Name) (Prime Contractor Official's Name) (Title)

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

(Name) (Title) (Phone)

(Signature) (Fax Number)

MARYLAND DEPARTMENT OF HEALTH & MENTAL HYGIENE

Code of Maryland Regulations (COMAR) Title 21, State Procurement Regulations

(regarding a waiver to a Minority Business Enterprise subcontracting goal)

COMAR 21.11.03.11 - Waiver.

- A. If, for any reason, the apparent successful bidder or offeror is unable to achieve the contract goal for certified MBE participation, the bidder or offeror may request, in writing, a waiver to include the following:
- (1) A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBEs in order to increase the likelihood of achieving the stated goal;
 - (2) A detailed statement of the efforts made to contact and negotiate with certified MBEs including:
 - (a) The names, addresses, dates, and telephone numbers of certified MBEs contacted, and
 - (b) A description of the information provided to certified MBEs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;
 - (3) As to each certified MBE that placed a subcontract quotation or offer that the apparent successful bidder or offeror considers not to be acceptable, a detailed statement of the reasons for this conclusion;
 - (4) A list of minority subcontractors found to be unavailable. This list should be accompanied by an MBE unavailability certification signed by the minority business enterprise, or a statement from the apparent successful bidder or offeror that the minority business refused to give the written certification: and
 - (5) The record of the apparent successful bidder or offeror's compliance with the outreach efforts required under Regulation .09B(2)(b).
- B. A waiver of a certified MBE contract goal may be granted only upon reasonable demonstration by the bidder or offeror that certified MBE participation was unable to be obtained or was unable to be obtained at a reasonable price and if the agency head or designee determines that the public interest is served by a waiver. In making a determination under this section, the agency head or designee may consider engineering estimates, catalogue prices, general market availability, and availability of certified

MBEs in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE and non-MBE cost of participation, and their impact on the overall cost of the contract to the State and any other relevant factor.

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

Maryland Department of Health and Mental Hygiene

**Minority Business Enterprise Participation
Prime Contractor Unpaid MBE Invoice Report**

To Be Completed Monthly by Prime

Report Month/Yr _____ Report Due by 15th of following month.	Contract # MHCC 07-019 _____ Contracting Unit _____ Contract Amount _____ MBE Subcontract Amount _____ Contract Begin Date _____ End Date _____ Services Provided _____
Contractor Contractor	

Prime Contractor Name _____ Contact Person _____
 Address _____
 City _____ State _____ Zip _____
 Phone _____ Fax _____ email _____

Subcontractor Name* _____ Contact Person _____
 Address _____
 City _____ State _____ Zip _____
 Phone _____ Fax _____ email _____
 Subcontractor Services Provided _____

List any unpaid invoices over 30 days old received from this vendor and reason for non-payment.

	Invoice #	Amount \$
1.		
2.		
3.		
Total Amount Unpaid \$		_____

* If more than one MBE subcontractor is used for this contract, please use separate report forms. Return one copy of this form to each of the following addresses:

_____, Contract Monitor
 _____ (Contracting Unit)
 Maryland Department of Health and Mental Hygiene

 Signature _____
 Date _____

**Ms. Beverly Spence
 Maryland DHMH
 Office of Community
 Relations
 201 West Preston Street,
 5th floor Baltimore, MD
 21201**

Maryland Department of Health and Mental Hygiene

Minority Business Enterprise Participation Subcontractor Payment Report

To Be Completed Monthly by MBE Subcontractor

Report Month/Yr Report Due by 15th of following month.

Contract # MHCC 07-019 Contracting Unit Contract Amount MBE Subcontract Amount Contract Begin Date End Date Services Provided

Prime Contractor Name Contact Person Address City State Zip Phone Fax email

MBE Subcontractor Name MDOT Certification # Contact Person Address City State Zip Phone Fax Subcontractor Services Provided List all payments received from Prime. List dates and amounts of any outstanding invoices sent to Contractor in the preceeding 30 days.

Return one copy of this form to each of the following addresses:

Ms. Beverly Spence Maryland DHMH Office of Community Relations 201 West Preston St. 5th floor Baltimore, MD 21201

_____(Contracting Unit)
_____, Contract Monitor
Maryland Department of Health and Mental Hygiene

Subcontractor Signature _____

Date _____