CONSULTING AND TECHNICAL SERVICES II (CATS II)

TASK ORDER REQUEST FOR PROPOSALS (TORFP)

MAINTENANCE OF CHILD CARE ADMINISTRATIVE TRACKING SYSTEM (CCATS) WITH MAJOR ENHANCEMENTS

CATS II TORFP # R00B9200097

MARYLAND STATE DEPARTMENT OF EDUCATION

OFFICE OF INFORMATION TECHNOLOGY AND DIVISION OF EARLY CHILDHOOD DEVELOPMENT OFFICE OF CHILD CARE

ISSUE DATE: MAY 17, 2010

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KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services II (CATS II) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS II Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Master Contractors choosing not to submit a proposal must submit a Master Contractor Feedback form. The form is accessible via your CATS II Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS II RFP issued by the Maryland Department of Information Technology and subsequent Master Contract Project Number 060B9800035, including any amendments.

TORFP Title:	Enhanced Child Care Administrative Tracking System (eCCATS)
Functional Area:	Functional Area 5 – Software Engineering
TORFP Issue Date:	MAY 17, 2010
Closing Date and Time:	THURSDAY, JULY 22, 2010 NO LATER THAN 2:00 PM
TORFP Issuing Agency:	Maryland State Department of Education (MSDE) Division of Early Childhood Development (DECD)
Send Questions and Proposals to:	Dorothy M. Richburg, Procurement Officer Email: drichburg@msde.state.md.us
TO Procurement Officer:	Dorothy Richburg, Procurement Officer Maryland State Department of Education 200 West Baltimore Street, Baltimore, MD 21201-2595 Telephone Number: 410-767-0628; Fax Number: 410-333-2017 Email: drichburg@msde.state.md.us
TO Manager:	Sidney Drake, Chief Information Officer Maryland State Department of Education, Office of Information Technology 200 West Baltimore Street, Baltimore, MD 21201-2595 Telephone Number: 410-767-0861; Fax Number: 410-333-0257 Email: sdrake@msde.state.md.us
TO Project Number:	R00B9200097
TO Type:	Combination Fixed Price and Time and Materials
Period of Performance:	2 Years with 2-1 Year Options
MBE Goal:	35 percent of Fixed Price Options
Small Business Reserve (SBR):	No
Primary Place of Performance:	Maryland State Department of Education 200 West Baltimore Street Baltimore, MD 21201-2595
TO Pre-proposal Conference:	Maryland State Department of Education 200 West Baltimore Street, Baltimore, MD 21201-2595 Monday, June 14, 2010, 8th Floor, CR 6 @ 1:00 PM See Attachment 6 for directions.

NOTICE TO MASTER CONTRACTORS

All CATS II Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. If you have chosen not to propose to this TORFP, you must complete and email this notice to the TO Procurement Officer. If you are submitting a TO Proposal, we also ask that you take a few minutes and provide comments and suggestions regarding the enclosed TORFP.

TORFP Title: MAINTENANCE OF CHILD CARE ADMINISTRATIVE TRACKING SYSTEM (CCATS) WITH MAJOR ENHANCEMENTS

TORFP No.:   R00B9200097

1.   If you have responded with a "not submitting Task Order Proposal", please indicate the reason(s) below:

( )   Other commitments preclude our participation at this time.

( )   The subject of the TORFP is not something we ordinarily provide.

( )   We are inexperienced in the services required.

( )   Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)

( )   The scope of work is beyond our present capacity.

( )   Doing business with the State of Maryland is too complicated. (Explain in REMARKS section.)

( )   We cannot be competitive. (Explain in REMARKS section.)

( )   Time allotted for completion of a Task Order Proposal is insufficient.

( )   Start-up time is insufficient.

( )   Bonding/Insurance requirements are too restrictive. (Explain in REMARKS section.)

( )   TORFP requirements (other than specifications) are unreasonable or too risky.

(Explain in REMARKS section.)

( )   Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)

( )   Payment schedule too slow.

( )   Other:_____.

2.   If you have submitted a Task Order Proposal, but wish to offer suggestions or express concerns, please use the Remarks section below.

Remarks:

_____

_____

Master Contractor Name:_____Date:_____

Contact Person:_____ Phone _____email_____

MAINTENANCE OF CHILD CARE ADMINISTRATIVE TRACKING SYSTEM (CCATS) WITH MAJOR ENHANCEMENTS

PRE-PROPOSAL CONFERENCE INTENT TO ATTEND
Print or Type

NAME OF COMPANY:

ADDRESS OF COMPANY:

FAX NUMBER:

E-MAIL ADDRESS:

EXPECTED NUMBER OF ATTENDEES:

NAME OF PRIMARY CONTACT FOR
PURPOSES OF SENDING INFORMATION:

If you are unable to attend the Pre-Proposal conference or submit a proposal, for this project, please fill out the bottom portion of this letter and return to:

Maryland State Department of Education

Attention: Dorothy M. Richburg, Procurement Officer

200 West Baltimore Street

Baltimore, Maryland 21201

I ____ will ____ will not attend the pre-proposal conference

I ____ will ____ will not submit a proposal for this project. If not, please explain:

____Too busy at this time   ____ Not engaged in this type of work

____Site location too distant   ____ Project too large/small (circle one)

____ Other (specify)

Do you wish to receive solicitations for similar/other projects in the future?   ____Yes ____No

Signature _____ Company Name _____

Date _____ Telephone No. _____

Insert RFP#_____ Fax No. _____

Are you a member of the Small Business Reserve Program? _____Yes _____No

Are you a MBE   Yes _____ No_____

SECTION 1- ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

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

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

1.2 TO AGREEMENT

Based on the evaluation of responses, and as specified in the TORFP, a single or multiple Master Contractor(s) will be selected for award. A specific TO Agreement will then be entered into between the State and the selected Master Contractor(s), which will bind the Master Contractor(s) to the contents of its proposal, including the price proposal.

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #R00B9200097. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP #R00B9200097 Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP #R00B9200097 Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 2 - MBE Forms D-1 and D-2
- Attachment 4 - Conflict of Interest and Disclosure Affidavit
- Attachment 13 – Living Wage Affidavit of Agreement

1.4 ORAL PRESENTATIONS/INTERVIEWS

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

1.5 MINORITY BUSINESS ENTERPRISE (MBE)

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

1.6 CONFLICT OF INTEREST

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

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

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation will be available for potential Offerors to review by appointment at a reading room at the Maryland State Department of Education, 200 West Baltimore Street, Baltimore, MD. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

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

1.8 LIMITATION OF LIABILITY CEILING

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

1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

The Department of Information Technology (DoIT) is responsible for contract management oversight on the CATS II master contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of CATS II task orders (TO). This process shall typically apply to active TOs for operations and maintenance services valued at $1 million or greater, but all CATS II TOs are subject to review.

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

1.10 DURATION OF OFFER

Proposals submitted in response to this TORFP are irrevocable for 120 days following the closing date of proposals, or of Best and Final Offers (BAFO), if requested. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

1.11 LIQUIDATED DAMAGES

Time is an essential element of the contract and it is important that the work be vigorously prosecuted until completion. For each day that any work shall remain uncompleted beyond the time(s) specified elsewhere in the contract, the Contractor shall be liable for liquidated damages in the amount(s) provided for in the solicitation, not to exceed 20 percent of the price proposal for a fixed price option, provided, however, that due account shall be taken of any adjustment of specified completion time(s) for completion of work as granted by approved change orders.

Performance Indicator	Standard/Goal	Measurement	Liquidated Damages
Knowledge Transfer and Maintenance Transition	Completed by December 31, 2010	Demonstration of capabilities described in Section 2.5.3.1.3 regarding Knowledge Transfer and Maintenance Transition	$250 per business day
Accepted Delivery of Fixed Price Option	Completed work on a fixed price option is accepted for implementation no later than one year following the notice to proceed for a fixed price option.	Notice from agency signifying acceptance per Section 2.5.3.3.5 .	$250 per business day for the first three months; $500 per business day for the fourth month through the sixth month; $750 per business day for six months or more.
Delivery of Initial Project Management Plan with WBS and Schedule	Initial Plan is received15 days following notice to proceed. The plan meets the acceptance requirements.	Dated receipt by the State	$100 per business day
Delivery of Project Management Plan updated for approved option.	Updated Plan is received 15 days following approval to proceed with an option. The plan meets acceptance requirements.	Dated receipt by the State	$100 per business day

SECTION 2 - SCOPE OF WORK

2.1   PURPOSE

The Maryland State Department of Education Division of Early Childhood Development is issuing this CATS II TORFP to select one or more TO Contractors to obtain system engineering services to maintain and enhance the Child Care Administrative Tracking System (CCATS).

At a minimum the agency will award the contract for baseline maintenance services.   Options will be awarded based on fund availability.

The TO Contractor shall provide the necessary labor to perform the following major tasks within this TORFP:

1. ~~Provide~~ Conduct knowledge transfer and transition of the application maintenance and support services from the current Contractor.

2. Provide maintenance support to enable the system to meet the operating objectives of the agency, incorporating approved recommendations to improve maintainability, security and performance.

3. Analyze the existing system and implement modifications to improve the maintainability, security and performance of the system under Enhancement Option 1 following agency approval to proceed with the option; provide recommendations for subsequent modifications.

4. Deliver releases of new and modified application code to correct and enhance the system as described in Enhancement Options, following agency approval to proceed with an option.

5. Support the full lifecycle of the system, consistent with the expectations of the Maryland System Development Lifecycle.

6. Support the agency in requirements analysis, testing, training, documentation and implementation to promote high quality deployments that are consistent with the business needs of the agency.

7. Advise the agency of technical options to solve business problems.

8. Support additional work orders for system enhancements on a time and materials basis that will correct, enhance and extend the CCATS applications.   Work orders may include data clean-up, usability improvements, secure implementation of a public portal, designing business object reports, designing modifications to satisfy business processes, adding interfaces to external data collection systems, and designing new, enhanced features in the system.

9. Provide end-of-contract transition services to the State or a replacement vendor.

2.2   REQUESTING AGENCY BACKGROUND

The Maryland State Department of Education (MSDE) provides leadership, support, and accountability for effective systems of public education, library services and rehabilitation services. The Division of Early Childhood Development, which includes the Office of Child Care, contributes to the department's mission by working to enable all children to enter kindergarten ready to learn.   The Office of Child Care administers federal Child Care Development Block Grants and is responsible for the implementation of Maryland child care legislation and regulations.

The Child Care Administrative Tracking System (CCATS) is a comprehensive, integrated web-based application that supports DECD transaction processing in five major business process areas:

1. Licensing, to ensure that child care facilities are safe and healthy.

2. Subsidies, to assist eligible low-income families in purchasing quality child care

3. Credentialing, to provide access to quality training, to encourage and support child care providers and child care programs in upgrading their professional skills and certifying their level of skill attainment and improving the quality of the program.

4. Grants, to provide targeted financial assistance that enables providers to become licensed, to improve the quality of service offered or otherwise benefits the child care community.

5. Accounting, to manage program finances; make prompt and accurate payments to providers; and to recover improper payments.

Extensive background information about the Division of Early Childhood Development is available on the Department website by selecting Early Childhood Development from the "Divisions" menu.

2.3 ROLES AND RESPONSIBILITIES

The TO Contractor shall have a single point of contact to act as the Program/Contract TO Administrator whose responsibilities include, but are not limited to the following: liaison between the TO Contractor and the state, oversight of daily operations and maintenance, receive Maintenance Work Orders and NTPs from the state, authority to commit additional work of TO Contractor's staff, receive evaluation forms and address any necessary remediation plans.

The TO Contractor must provide office workspace and equipment to the personnel performing services under this TORFP. No office workspace or Agency-owned computer workstations will be provided to the selected TO Contractor's personnel.

The TO Contractor is responsible for providing a development environment and the capacity for integration and testing at their site, along with any tools needed to analyze application quality and performance.

The agency has internal staff and contracts in place to support the ongoing operation of CCATS. These services are not included in the scope of this TORFP.   These support services include:

- Networking, User Account Management and Desktop Support are provided by the MSDE Office of Information Technology

- Hosting Services will be obtained under a separate TORFP.

- Project Management services for a Project Manager to support the agency will be obtained under a separate TORFP.

2.4 PROJECT BACKGROUND

Over the period of 2004 to 2007 the CCATS system was implemented to replace the Child Care Administration Management Information System (CCAMIS) which had been in continued operation since 1992. That technology was old, outdated, slow and in many cases not able to be repaired. CCAMIS did not have any more room for growth and was not internet accessible.

The CCATS application was adopted from a child care application designed for the state of Vermont and the vendor established a common code base to reduce maintenance costs. One consequence of this decision has been a technical priority for portability that has significantly constrained design options. The initial system implementation was challenged by poor response time, a lack of reporting and poor design of some features. The most critical problems have been remedied and today the system meets basic processing needs.

Due to critical gaps in functionality, the agency staff has adopted a variety of spreadsheets, word templates and access databases to manage critical data and processes such as manual issuance of achievement bonuses and payments. For some features, the system is difficult to use due to bad data from the initial system conversion, workarounds to accommodate inaccurate functions, and user error. While the agency has made substantial improvements in response time, system performance continues to be a concern for some processes. Data is not well structured in some subject areas, requiring redundant data entry and excessive duplicative records. Security and usability concerns have prevented the implementation of the public portal. Work is in progress on Business Objects reporting issues that have prevented users from producing essential reports. In combination, these system issues have prevented the existing system from satisfying the mission, objectives, goals, and critical success factors for this technology investment. An excerpt from the project System Boundary Document is provided as Appendix A and provides additional detail on the agency challenges and goals.

2.4.1 User Community

The current internal application on the MSDE Intranet is used by the following:

1. MSDE personnel in the central Office of Child Care and in 13 Regional Licensing Offices.

2. Department of Human Resources / Local Department of Social Services Subsidy Case Managers

3. The Payment Processing Vendor staff

In the future, the public portal will be used by the following:

1. Local Child Care Resource and Referral Partner Agencies

2. Child Care Centers and staff

3. Registered Family Child Care Providers

4. Informal Providers

5. Subsidy Customers (Parents)

6. Approved Individual Trainers and Training Organizations

2.4.2 External Interfaces

Real time and batch interfaces exist with the Department of Human Resources CIS and CARES applications to exchange information on social services and confidential data from child protective services.

Batch interfaces exist with the Maryland Financial Management Information System (FMIS) to process payments for child care subsidies and quality incentive payments.

Batch interfaces exist with the Mail House Vendor.

2.4.3 Technical Environment

CCATS is a web-based application developed in J2EE (v1.4). In Maryland the system has been implemented with the IBM Websphere application server (v5.1) and DB2 (v9.5). The hardware infrastructure is primarily IBM P series servers with AIX v5.2. The application environment consists of a production application server, a test application server, a training application server and a database server.

The Business Objects software has been implemented as the reporting solution with an upgrade to version XI planned for spring of 2010. The reporting environment includes a Production Business Objects Server and a test Business Objects server.

Currently the application is implemented on the MSDE secure intranet utilizing networkMaryland as the WAN for 13 regional offices and approximately 50 local Departments of Social Services (LDSS) offices. Application and database servers are hosted by an external vendor.

Appendix C provides a network diagram and additional specifications for hardware and software.

2.4.4 Project Approach

Since the CCATS application is in production, maintenance support is an essential service and the first priority for award under this TORFP. The Office of Child Care is primarily supported by federal block grants. At the present time funding is limited. However, as funds become available, the agency will approve options for system enhancements.

The options are comprised of related enhancements with supporting requirements. In order to respond to pressing technical or business needs, the agency may issue a maintenance work order for selected requirements so that urgent work may be completed in advance of the full option. The TO Contractor will work cooperatively with the Agency to track Enhancement Option work that is completed as part of the maintenance workload. Further, the TO Contractor shall adjust the quote for a fixed price option to reflect the reduction in the scope of the fixed price option.

2.4.4.1 *Knowledge Transfer and Maintenance Transition - Fixed Price*

The system must be maintained to support reliable and accurate daily operations, including modifications to comply with federal and state policy changes. Current maintenance and support contracts end December 31, 2010. A new maintenance and support team must be in place and capable of providing ongoing system support by December 31, 2010. The TO Contractor will provide and implement the development environment as part of the Knowledge Transfer and Maintenance Transition.

2.4.4.2 *Ongoing Maintenance – Time and Materials*

The agency will issue work orders for maintenance work based on availability of funding and federal and state policy priorities. As new requirements emerge, they will be included in the work order process.

2.4.4.3 *Technical Enhancement Options: Fixed Price*

- Enhancement Option 1– System Improvements for Maintainability and Performance

The agency expects to use the system indefinitely for critical program operations, to modify the system efficiently and reliably, to scale usage of the system to support public access through a web portal and to extend the functionality of the system to automate remaining manual processes. In order to meet these requirements, the system must have a robust, clearly defined and well documented architecture. As the first Enhancement Option, the contractor will review the system in terms of code structure, logical and physical database design, requirements to securely implement the portal application, document generation and system administration. The TO Contractor will identify and correct significant problems in the code and database. In addition the TO Contractor will recommend specific improvements to be made in subsequent releases to bring the application to an optimal state for operations, maintenance and enhancement. This will include a technical cost/benefit assessment of migrating reports from Business Objects to Cognos, which is the MSDE standard for business intelligence. The System Improvements option is not expected to include functional changes. Any functional changes in the option must be described in the requirements and design documents prior to development to avoid issues resulting from regression testing during user acceptance. This option is part of the Technical Requirements for the project.

- Enhancement Option 16 – Upgrade Application to Current Java and Websphere versions

This technical option has been separated from the Base Enhancements to segregate the testing and approval of this upgrade from other technical improvements.

2.4.4.4 *Enhancement Options 2 to 15 – Fixed Price*

The agency has grouped functional and requirements for system modifications in a series of Enhancement Options numbered 1 to 14, which will be awarded based on fund availability. Each of the Enhancement Options will go through all the SDLC phases resulting in a new release of the application. Following the successful implementation of an Enhancement Option, the release will become part of the maintenance workload, except for warranty issues.

2.4.4.5 *System Development Life Cycle.*

Consistent and well-defined software management processes, consistent with the SDLC, will be used to maintain a high quality, effectively documented system.

2.5   REQUIREMENTS

A Notice to Proceed is required before work begins on a project option. An approved maintenance work order is required for time and materials work.

2.5.1   FUNCTIONAL / BUSINESS REQUIREMENTS

The agency has documented and prioritized functional requirements to correct, improve and enhance the application. These requirements are grouped in Enhancement Options for which fixed price proposals are requested. (Note that Enhancement Options 1 and 16 are technical options and described in the Technical Requirements.)

The functional requirements listed in this section are summary statements of desired enhancements, including corrections and modifications to existing functionality. Appendix B describes the enhancements in the context of the business processes, providing more detailed requirements statements. Possible solutions and illustrations are provided in the Appendix to clarify the expectations of the agency. User Acceptance Testing of enhancements will be based on the supporting detail in Appendix B unless superseded by an approved Functional Requirements Document. For each enhancement requirement a cross-reference is provided to locate the requirement in Appendix B, which is organized by business process. Requirements for enhancement options must be verified and decomposed in a Functional Requirements Document for the Enhancement Option per the MD SDLC. It is likely that requirement details will undergo changes during the life of the project. Clarifications and adjustments in requirements will be documented and approved in the requirements document as a no cost change. Changes that affect the level of effort will be approved through a Task Order Change Order. If the agency determines that requirements should be removed due to changed circumstances in the agency, the agency will request an appropriate adjustment in the cost proposal for the option. If the agency finds it necessary to request that certain requirements be addressed as maintenance work orders, the agency will remove those requirements from the Enhancement Option and request an appropriate adjustment in the cost proposal for the option. Further, the agency may change the sequence of work or decide not to proceed with a particular option. **It is expected that each of the Enhancement Options will be developed and delivered as a separate release. The development process for each release will be consistent with the MD SDLC. The deliverables and acceptance criteria for each SDLC phase are described in Section 2.6.2.3. The standard set of deliverables and acceptance criteria will apply to each option in this section.**

ID #	Functional / Business Requirements	Cross-Reference to Appendix B

2.5.1.1 Option 2: Correct Essential Records, Administration, Usability, Accounting

ID #	Functional / Business Requirements	Cross-Reference to Appendix B
2.5.1.1.1	In the Subsidy modules, the system shall use the correct program name and client labels.	Sub-A:
2.5.1.1.2	In the Accounting process for processing payments, the system shall refine the processing of vendor details to minimize the potential for processing errors.	Acc-B.1
2.5.1.1.3	In the Accounting process for processing payments, the system shall eliminate pennies from transactions at the source of the penny creation.	Acc-B.2
2.5.1.1.4	In the Accounting process for processing payments, the system shall provide links to related detail records from the invoice error page.	Acc-B.3
2.5.1.1.5	In the Accounting process for processing payments, the system shall generate a report of all payments.	Acc-B.4
2.5.1.1.6	In the accounting process to recover improper payments, the system shall modify the repayment/recoupment pages to include the date created and the amount owed the federal government.	Acc-C.2
2.5.1.1.7	In the accounting process to recover improper payments, the system shall document the basis of improper payments with correct amounts.	Acc-C.3
2.5.1.1.8	In the accounting process to recover improper payments, the system shall allow the full, exact payment to be correctly recorded for an outstanding balance.	Acc-C.4
2.5.1.1.9	In the accounting process for a FMIS history data interface, the system shall display FMIS History data.	Acc-D.1
2.5.1.1.10	In the accounting process for a FMIS history data interface, the system shall enable the user to enter payment adjustments.	Acc-D.3
2.5.1.1.11	As Common Enhancements, the system shall incorporate general usability standards in new or modified pages throughout to provide a clear and consistent interface for users.	Com-A
2.5.1.1.12	In the common process to manage party records, the system shall support users in maintaining accurate party records, with a single unique Party ID for each party.	Com-B.1
2.5.1.1.13	In the common process to manage party records, the system shall implement strategies to identify, eliminate and correct bad party id records.	Com-B.2
2.5.1.1.14	In the common process to produce and generate documents, the system shall correctly generate, save and print documents.	Com-E.1
2.5.1.1.15	In the common process to produce and generate documents, the system shall format documents for printing in a standard, concise layout.	Com-E.2
2.5.1.1.16	In the common process to produce and generate documents, the system shall provide expanded use and control of centralized batch printing.	Com-E.3

2.5.1.1.17	In the common process to produce and generate documents, the system shall enable the agency to create and maintain document templates.	Com-E.4
2.5.1.1.18	In the common process for user account management, the system shall have improved account management capabilities for the internal groups.	Com-F.1
2.5.1.1.19	In the common process for user account maintenance, the system shall provide expanded automated support for portal user account maintenance.	Com-F.2
2.5.1.1.20	In the common process to configure system settings, the system shall have organized sections for administrative configurations.	Com-G.1
2.5.1.1.21	In the common process to configure system settings, the system shall enable administrative roles to be defined to restrict administrators to the appropriate program or activity area.	Com-G.2
2.5.1.1.22	In the credentialing process for activity tracking, the system shall enable the user to view and manage credentialing case activity.	Cre-A.1
2.5.1.1.23	In the credentialing process for credentialing, the system shall provide the basic party search as part of the process to create a new credentialing applicant.	Cre-B.1
2.5.1.1.24	In the credentialing process for supporting activities, the system shall provide credentialing documents using the document management module described in common requirements.	Cre-H.1
2.5.1.1.25	In the Licensing process to create and manage providers, the system shall prevent duplicate party records by using the "Basic Party Search" to search and validate the party before creating a new provider.	Lic-B.1
2.5.1.1.26	In the Licensing process to maintain associated parties, the system shall prevent duplicate party records by requiring use of the "Basic Party Search" to search and validate the party before creating a new associated party.	Lic-C.1
2.5.1.1.27	In the Licensing process to issue and manage licenses, the system shall provide correct ownership and location details for licenses.	Lic-E.2
2.5.1.1.28	In the Subsidy process to enter a subsidy application, the system shall use the basic party search to search and validate new subsidy applicants.	Sub-B.1
2.5.1.1.29	In the Subsidy process to receipt a voucher, the system shall improve the process to add an informal provider.	Sub-E.1
2.5.1.1.30	In the Subsidy process to administer subsidy, the system shall enable an agency administrator to maintain value lists and notification settings.	Sub-L.1

2.5.1.2 Option 3: Staff Qualifications Process, Credentialing Data Entry

2.5.1.2.1	In the credentialing process for credentialing, the system shall organize data and pages to collect complete and correct staff experience details.	Cre-B.3

2.5.1.2.2	In the credentialing process for credentialing, the system shall organize data and pages to collect complete and correct staff training details.	Cre-B.5
2.5.1.2.3	In the credentialing process for credentialing, the system shall support accurate data collection and displays for professional activity units.	Cre-B.6
2.5.1.2.4	In the Licensing process to qualify center staff, the system shall offer a single search for qualification applicants to encourage a search of all parties.	Lic-D.1
2.5.1.2.5	In the Licensing process to qualify center staff, the system shall have a staff qualification applicant profile that is organized to collect and display clear, correct details.	Lic-D.2
2.5.1.2.6	In the Licensing process to qualify center staff, the system shall organize the data collection for staff experience so that the position detail used to qualify staff is clear and complete.	Lic-D.3
2.5.1.2.7	In the Licensing process to qualify center staff, the system shall have correct labels for education details.	Lic-D.4
2.5.1.2.8	In the Licensing process to qualify center staff, the system shall organize the data collection for staff training so that the course detail used to qualify staff can be added efficiently and correctly.	Lic-D.5
2.5.1.2.9	In the Licensing process to qualify center staff, the system shall calculate staff qualifications based on current regulations.	Lic-D.6
2.5.1.2.10	In the Licensing process to qualify center staff, the system shall enable the staff qualification rules to be readily maintained.	Lic-D.7
2.5.1.2.11	In the Licensing process to qualify center staff, the system shall provide correct and complete staff qualification data.	Lic-D.8
2.5.1.2.12	In the credentialing process for credentialing, the system shall provide a clear, simplified applicant profile page.	Cre-B.2
2.5.1.2.13	In the credentialing process for credentialing, the system shall organize data and pages to collect complete and correct staff education details.	Cre-B.4

2.5.1.3   Option 4: Reporting, Work Management, Licensing Adjustments

2.5.1.3.1	In the common process to manage work, the system shall display active work items assigned to a user when a user logs in.	Com-C.1
2.5.1.3.2	In the common process to manage work, the system shall provide workload status listings to managers and supervisors.	Com-C.2
2.5.1.3.3	In the common process to manage work, the system shall enable staff to set red flags with due dates to follow up on critical activities.	Com-C.3
2.5.1.3.4	In the common process to manage work, the system shall provide a correct case load list.	Com-C.4

2.5.1.3.5	In the common process to manage work, the system shall provide expanded access to message of the day alerts.	Com-C.5
2.5.1.3.6	In the common process to manage work, the system shall enable an administrator to configure work management settings.	Com-C.6
2.5.1.3.7	In the common process to track applications, the system shall provide features to log applications and other incoming work.	Com-D.1
2.5.1.3.8	In the Licensing process to create and manage providers, when a provider changes facilities or a child care business is sold, the system shall enable the user to maintain the associated parties and credentials with the provider.	Lic-B.3
2.5.1.3.9	In the Licensing process to create and manage providers, on the Provider Account Summary, the system shall display information that is important to the licensing specialist.	Lic-B.4
2.5.1.3.10	In the Licensing process to maintain associated parties, the system shall only use the real time check of the external DHR database when a new party is added or upon request from a user.	Lic-C.2
2.5.1.3.11	In the Licensing process to issue and manage licenses, the system shall use correct status values for licenses to reflect Maryland processes.	Lic-E.3
2.5.1.3.12	In the Licensing process to manage inspections, the system shall calculate inspection deadline dates and status correctly.	Lic-F.1
2.5.1.3.13	In the Licensing process to manage inspections, the system shall enable users to report current and complete inspection status.	Lic-F.2
2.5.1.3.14	In the Licensing process to manage inspections, the system shall enable users to process new complaints efficiently and correctly.	Lic-G.1
2.5.1.3.15	In the Licensing process to manage inspections, the system shall support the user in documenting a complaint report completely.	Lic-G.2
2.5.1.3.16	In the Licensing process to record enforcement actions, the system shall enable users to view the enforcement action queue without changing the enforcement data.	Lic-I.1
2.5.1.3.17	The system reporting process shall be modified to use report prompts effectively.	Rep-A.1
2.5.1.3.18	The contractor shall demonstrate that reports retrieve operational data correctly.	Rep-A.2
2.5.1.3.19	The contractor shall optimize the reports for response time and system performance.	Rep-A.3
2.5.1.3.20	The contractor shall provide for long term stability of the reports	Rep-A.4
2.5.1.3.21	The system shall provide management reports that assess progress against system goals.	Rep-A.7
2.5.1.3.22	The system shall have an ad hoc query capability for core data.	Rep-B.1
2.5.1.3.23	The system shall manage user access to data in ad hoc queries	Rep-B.2

2.5.1.3.24	The system shall enable the user to define query settings for criteria, grouping, sorts, and output format.	Rep-B.3
2.5.1.3.25	The contractor shall optimize ad hoc queries for response time and system performance.	Rep-B.4
2.5.1.3.26	The contractor shall provide for long term stability of the ad hoc component.	Rep-B.5

2.5.1.4 Option 5: Implement Public Portal

2.5.1.4.1	The system portal shall meet usability benchmarks.	Por- A.2
2.5.1.4.2	The Portal shall have a clear and engaging style and navigation structure.	Por-A.1
2.5.1.4.3	The system portal shall provide multi-level user help.	Por-A.3
2.5.1.4.4	The system shall protect private data of customers, users and others whose personal information is recorded in the system.	Por-A.4
2.5.1.4.5	The system shall provide for electronic signature requirements for forms submitted on the Portal.	Por-A.5
2.5.1.4.6	The system portal shall provide a mechanism for the agency to review and accept portal submissions before the transaction is processed to the operational database.	Por-A.6
2.5.1.4.7	The system shall provide an administrative capability for agency personnel to maintain text, images and links on portal pages.	Por-A.7
2.5.1.4.8	Following design approval, the system portal style and navigation will be applied to existing portal functions.	Por-B.1
2.5.1.4.9	The system portal shall have enhancements from the internal system integrated into portal functions.	Por-B.2
2.5.1.4.10	The system portal shall provide expanded capabilities for existing portal features.	Por-B.3
2.5.1.4.11	The system portal shall provide a secure message box feature that enables the agency to communicate personal information using secured connections.	Por-C.1
2.5.1.4.12	The system portal shall provide partner accounts with access to the secure message box.	Por-C.15
2.5.1.4.13	The system portal shall enable credentialing participants to have accounts in the portal.	Por-C.16
2.5.1.4.14	The system portal shall enable credentialing participants to complete and submit a credential application.	Por-C.17
2.5.1.4.15	The system portal shall enable credentialing participants to complete and submit training voucher and training reimbursement applications.	Por-C.18
2.5.1.4.16	The system portal shall enable trainers to complete and submit an application to add a training course.	Por-C.22

2.5.1.4.17	The system portal shall enable customers to complete and submit a registration for a trainer's orientation.	Por-C.23
2.5.1.4.18	The system portal shall enable trainers to complete and submit information for a new training session.	Por-C.24
2.5.1.4.19	The system portal shall enable trainers to complete and submit attendees for completed training sessions.	Por-C.25
2.5.1.4.20	The system portal shall enable center providers to complete and submit staff qualification details.	Por-C.8

2.5.1.5   Option 6: Enrollment Data Collection, Interfaces, and Reports

2.5.1.5.1	The system portal shall enable providers to enter or upload enrollment data, which will be stored in CCATS and made available for research as part of the Longitudinal Data Analysis project.	Por-C.30:

2.5.1.6   Option 7: Subsidy Payments

2.5.1.6.1	In the accounting process to recover improper payments, the system shall provide a payment and financial tab for subsidy customer records.	Acc-C.1
2.5.1.6.2	In the accounting process to recover improper payments, the system shall modify and generate overpayment letters in the appropriate user account.	Acc-C.5
2.5.1.6.3	In the accounting process to recover improper payments, the system shall modify and generate overpayment reports.	Acc-C.6
2.5.1.6.4	In the accounting process for a FMIS history data interface, the system shall generate a "FMIS Reconciliation" Report.	Acc-D.2
2.5.1.6.5	In the Subsidy process for invoice generation and processing, the system shall improve the process to update payment addresses.	Sub-H.1
2.5.1.6.6	In the Subsidy process for invoice generation and processing, the system shall record payment notes and provide access to view customer notes.	Sub-H.10
2.5.1.6.7	In the Subsidy process for invoice generation and processing, the system shall provide a mechanism to bypass fund administration.	Sub-H.2
2.5.1.6.8	In the Subsidy process for invoice generation and processing, the system shall display provider closed days and improve the update process.	Sub-H.3
2.5.1.6.9	In the Subsidy process for invoice generation and processing, the system shall provide an invoice that shows authorized days.	Sub-H.4
2.5.1.6.10	In the Subsidy process for invoice generation and processing, the system shall have an invoice document that is clarified and reordered.	Sub-H.5
2.5.1.6.11	In the Subsidy process for invoice generation and processing, the system shall have improvements in the daily attendance recordkeeping.	Sub-H.6

2.5.1.6.12	In the Subsidy process for invoice generation and processing, the system shall improve payment adjustments and displays.	Sub-H.7
2.5.1.6.13	In the Subsidy process for invoice generation and processing, the system shall have improvements in invoice approval and processing.	Sub-H.8
2.5.1.6.14	In the Subsidy process for invoice generation and processing, the system shall have improved documentation for check-writer emergency payment entry.	Sub-H.9
2.5.1.6.15	In the Subsidy process for overpayments, the system shall improve overpayment notifications and adjustments.	Sub-I.1
2.5.1.6.16	In the Subsidy process for fraud tracking, the system shall have improved fraud tracking.	Sub-J.1

2.5.1.7 Option 8: Subsidy Case Management

2.5.1.7.1	In the Subsidy process to enter a subsidy application, the system shall collect a complete subsidy application in a logical sequence.	Sub-B.2
2.5.1.7.2	In the Subsidy process to enter a subsidy application, the system shall improve schedule input and display.	Sub-B.3
2.5.1.7.3	In the Subsidy process to enter a subsidy application, the system shall provide a consolidated display of the household schedule.	Sub-B.4
2.5.1.7.4	In the Subsidy process to enter a subsidy application, the system shall populate the missing items letter with details from the checklist page.	Sub-B.5
2.5.1.7.5	In the Subsidy process to enter a subsidy application, the system shall provide a new page to record income disregards.	Sub-B.6
2.5.1.7.6	In the Subsidy process to determine eligibility, the system shall correctly determine eligibility for subsidy services.	Sub-C.1
2.5.1.7.7	In the Subsidy process to determine eligibility, the system shall specify the days of the week for which child care services are authorized.	Sub-C.2
2.5.1.7.8	In the Subsidy process to determine eligibility, the system shall display all children on the eligibility summary	Sub-C.3
2.5.1.7.9	In the Subsidy process to create a voucher, the system shall support users in collecting immunization data early in the process of providing subsidies for informal care.	Sub-D.1
2.5.1.7.10	In the Subsidy process to create a voucher, the system shall track authorized time for each day of the week.	Sub-D.2
2.5.1.7.11	In the Subsidy process to create a voucher, the system shall improve voucher management.	Sub-D.3
2.5.1.7.12	In the Subsidy process to receipt a voucher, the system shall support the user in collecting required forms early in the process of providing subsidies for informal care.	Sub-E.2

2.5.1.7.13	In the Subsidy process to receipt a voucher, the system shall support users in managing the informal provider caseload.	Sub-E.3
2.5.1.7.14	In the Subsidy process to receipt a voucher, the system shall ensure that all requirements are met before enrolling a child in informal care.	Sub-E.4
2.5.1.7.15	In the Subsidy process to receipt a voucher, the system shall structure the process of selecting a provider to minimize error.	Sub-E.5
2.5.1.7.16	In the Subsidy process to receipt a voucher, the system shall include a provider capacity graph and query.	Sub-E.6
2.5.1.7.17	In the Subsidy process to receipt a voucher, the system shall provide improved notification and error handling so that voucher details are correct and understood.	Sub-E.7
2.5.1.7.18	In the Subsidy process to receipt a voucher, the system shall enable subsidy documents for clients to be grouped by household.	Sub-E.8
2.5.1.7.19	In the Subsidy process to update an application during the eligibility period, the system shall streamline the process of entering interim changes to encourage complete and correct data collection.	Sub-F.1
2.5.1.7.20	In the Subsidy process to update an application during the eligibility period, the system shall improve controls on case transfers.	Sub-F.2
2.5.1.7.21	In the Subsidy process to update an application during the eligibility period, the system shall enable users to extend vouchers.	Sub-F.3
2.5.1.7.22	In the Subsidy process to update an application during the eligibility period, the system shall improve the notifications and processing of expiring vouchers.	Sub-F.4
2.5.1.7.23	In the Subsidy process to re-determine eligibility, the system shall improve the data and process for a redetermination application.	Sub-G.1
2.5.1.7.24	In the Subsidy process to re-determine eligibility, the system shall provide an edit box on the POC closure letter.	Sub-G.2
2.5.1.7.25	In the Subsidy process for Comprehensive Program Reviews, the system shall provide an interactive Comprehensive Program Review Form.	Sub-K.1
2.5.1.7.26	In the Subsidy process for Comprehensive Program Reviews, the system shall enable the user to enter CPRS review findings online.	Sub-K.2
2.5.1.7.27	In the Subsidy process for Comprehensive Program Reviews, the system shall display a summary of CPRS findings.	Sub-K.3
2.5.1.7.28	In the Subsidy process for Comprehensive Program Reviews, the system shall provide a CPRS detail report and corrections log.	Sub-K.4
2.5.1.7.29	In the Subsidy process for Comprehensive Program Reviews, the system shall generate a CPRS worksheet that can be submitted to the Department of Human Resources for reporting.	Sub-K.5

2.5.1.7.30	In the Subsidy process for Comprehensive Program Reviews, the system shall enable an agency administrator to configure CPRS templates and values.	Sub-K.6

2.5.1.8   Option 9: Trainer Support, Expanded Portal

2.5.1.8.1	In the credentialing process for training vouchers and reimbursements, the system will provide a search and validate to identify credentialing participants who have submitted an application for training voucher/reimbursement assistance.	Cre-C.1
2.5.1.8.2	In the credentialing process for training vouchers and reimbursements, the system shall enable the user to efficiently view and maintain voucher/reimbursement activity.	Cre-C.2
2.5.1.8.3	In the credentialing process for training vouchers and reimbursements, the system shall simplify the process of recording a training voucher or reimbursement in the participant record.	Cre-C.3
2.5.1.8.4	In the credentialing process for training vouchers and reimbursements, the system shall enable users to search and report on vouchers and reimbursements.	Cre-C.4
2.5.1.8.5	In the credentialing process for tiered reimbursement, the system shall clarify the tiered reimbursement pages.	Cre-D.1
2.5.1.8.6	In the credentialing process for training approvals, the system shall organize the data and application workflow to improve the training approval process.	Cre-F.1
2.5.1.8.7	In the credentialing process for training approvals, the system shall correctly support the assignment and management of training types.	Cre-F.2
2.5.1.8.8	In the credentialing process for training approvals, the system shall improve the process for adding new training courses in the system.	Cre-F.3
2.5.1.8.9	In the credentialing process for training approvals, the system shall correctly track training status by date and ensure that courses are processed accurately in credentialing calculations.	Cre-F.4
2.5.1.8.10	In the credentialing process for training approvals, the system shall organize data and pages to collect complete and correct information on conferences and workshops.	Cre-F.5
2.5.1.8.11	In the credentialing process for training approvals, the system shall improve the process of reporting attendance in training sessions to encourage complete data collection.	Cre-F.6
2.5.1.8.12	In the credentialing process for monitoring training, the system shall provide a training monitoring report based on a modified version of the training comment form.	Cre-G.1
2.5.1.8.13	In the credentialing process for supporting activities, the system shall provide improvements to the Credentialing Session Renewal / Change Report so that it is easier to use.	Cre-H.2
2.5.1.8.14	In the credentialing interface processes, the system shall export credentialing and trainer data for resource and referral agencies.	Cre-I.1
2.5.1.8.15	The system portal shall enable subsidy customers to complete and submit an "Application for Subsidized Child Care".	Por-C.2

2.5.1.8.16	The system portal shall enable subsidy customers to complete and submit interim changes in their application for child care subsidies.	Por-C.3
2.5.1.8.17	The system portal shall enable subsidy customers to complete and submit redeterminations for child care eligibility.	Por-C.4
2.5.1.8.18	The system portal shall enable providers to complete and submit information on provider closed days for subsidy payments.	Por-C.5
2.5.1.8.19	The system portal shall enable providers to complete and submit updates to the provider profile.	Por-C.6
2.5.1.8.20	The system portal shall enable providers to complete and submit a request for a variance.	Por-C.7
2.5.1.8.21	The system portal shall enable center providers to complete and submit staffing pattern and staff position assignments.	Por-C.9

2.5.1.9   Option 10: Grant Management

2.5.1.9.1	In the grant management process for fund administration, the system shall provide features that increase the flexibility of fund administration.	Gra-B.1
2.5.1.9.2	In the grant management process for fund administration, the system shall enable an administrator to create and configure grant programs in the system.	Gra-B.2
2.5.1.9.3	In the grant management process for fund administration, the system shall display grant agreement obligations and commitments for product requests in a summary form for grant managers.	Gra-B.3
2.5.1.9.4	In the grant management process for fund administration, the system shall project and display monthly expenditures to enable grant managers to effectively manage funds.	Gra-B.4
2.5.1.9.5	In the grant management process to add a grant or contract agreement, the system shall support the user in avoiding duplicate party ids by providing a basic party search for grant applicants.	Gra-C.1
2.5.1.9.6	In the grant management process to add a grant or contract agreement, the system shall maintain a grant recipient profile for applicant information.	Gra-C.2
2.5.1.9.7	In the grant management process to add a grant or contract agreement, the system shall provide a grant recipient case record and account summary.	Gra-C.3
2.5.1.9.8	In the grant management process to add a grant or contract agreement, the system shall record additional grant application detail to support grant management processes.	Gra-C.4
2.5.1.9.9	In the grant management process to add a grant or contract agreement, the system shall structure the application workflow to enable grant managers to efficiently review applications and create agreements.	Gra-C.5
2.5.1.9.10	In the grant management process to add a grant or contract agreement, the system shall structure the process of adding required reporting documents so that requirements are tracked clearly and correctly.	Gra-C.6

2.5.1.9.11	In the grant management process to add a grant or contract agreement, the system shall generate correct and useable agreement letters and award documents.	Gra-C.7
2.5.1.9.12	In the grant management process to add a grant or contract agreement, the system shall enable the user to generate a notice of product availability to select groups of providers.	Gra-C.8
2.5.1.9.13	In the grant management process to add a grant or contract agreement, the system shall display product requests received for a grant agreement.	Gra-C.9
2.5.1.9.14	In the grant management process for product requests, the system shall record and track requests for grant products.	Gra-D.1
2.5.1.9.15	In the grant management process to receive documents and issue payments, the system shall provide features to improve the management of required documents.	Gra-E.1
2.5.1.9.16	In the grant management process to generate notices and correspondence, the system shall generate notices and correspondence to support grant management.	Gra-F.1
2.5.1.9.17	In the grant management process to generate notices and correspondence, the system shall provide reports to enable grant managers to track service requirements that providers agree to when awarded a product.	Gra-F.2

2.5.1.10 Option 11: Licensing Process Improvements; Expand Portal

2.5.1.10.1	In the Licensing process to create and manage providers, the system shall enable the user to enter complete and correct Provider Profile data on one page.	Lic-B.2
2.5.1.10.2	In the Licensing process to maintain associated parties, the system shall support users in maintaining correct data on associated parties by standardizing the data collection and alerting users of certain conditions.	Lic-C.3
2.5.1.10.3	In the Licensing process to maintain associated parties, the system shall identify and organize data for the associated party type and staff position so that complete and correct data can be maintained.	Lic-C.4
2.5.1.10.4	In the Licensing process to maintain associated parties, on the Associated Party List page, the system shall have additional sorts, clear labels and links to enable the page to be used efficiently.	Lic-C.5
2.5.1.10.5	In the Licensing process to maintain associated parties, the system shall track the receipt of required documents for associated parties and produce a personnel list with the current status of the associated parties.	Lic-C.6.
2.5.1.10.6	In the Licensing process to issue and manage licenses, the system shall populate the checklist and provide concise and complete displays of licensing data to enable the staff to use this process more efficiently.	Lic-E.1
2.5.1.10.7	In the Licensing process to report incidents, the system shall enable the user to generate an incident report document from the incident report page.	Lic-H.1
2.5.1.10.8	In the Licensing process to record appeals, the system shall set the due date for appeals.	Lic-J.1

2.5.1.10.9 The system portal shall enable center providers to complete and submit a staff professional development plan.	Por-C.10
2.5.1.10.10 The system portal shall enable family providers to complete and submit a provider training plan.	Por-C.11
2.5.1.10.11 The system portal shall enable customers to complete and submit new child care center and letter of compliance license applications.	Por-C.12
2.5.1.10.12 The system portal shall enable customers to complete and submit a new family child care registration application.	Por-C.13
2.5.1.10.13 The system portal shall enable family providers to complete and submit an application to resume service.	Por-C.14
2.5.1.10.14 The system portal shall enable providers and staff to complete and submit an application for Child Care Professional Development Fund Assistance, which is processed as a product request in grant management.	Por-C.19
2.5.1.10.15 The system portal shall enable providers to complete and submit an application for Accreditation Support, which is processed as a product request in grant management.	Por-C.20
2.5.1.10.16 The system portal shall enable customers to complete and submit an application for approval to deliver training.	Por-C.21
2.5.1.10.17 The system portal shall enable customers to complete and submit training feedback.	Por-C.26
2.5.1.10.18 The system portal shall enable public users to enter their qualifications and determine the positions for which they qualify.	Por-C.27
2.5.1.10.19 The system portal shall enable providers to complete and submit an application for the Curriculum Fund, which is processed as a product request in grant management.	Por-C.28
2.5.1.10.20 The system portal shall enable providers to complete and submit an application for the Family Child Care Provider Grant, which is processed as a product request in grant management.	Por-C.29

2.5.1.11 Option 12: Inspection Interface

2.5.1.11.1 In the Licensing process to manage inspections, the system shall store and display imported inspection reports.	Lic-F.3
2.5.1.11.2 In the Licensing process to manage inspections, the system shall enable an agency administrator to maintain the values and classifications of inspection findings.	Lic-F.4
2.5.1.11.3 In the Licensing interface for inspection data, the contractor shall design the interfaces needed to reliably exchange data with the inspection system.	Lic-K.1
2.5.1.11.4 In the Licensing interface for inspection data, the system shall export data on regulated facilities due for inspections.	Lic-K.2
2.5.1.11.5 In the Licensing interface for inspection data, the system shall import compliance data reported from an inspection.	Lic-K.3

2.5.1.12 Option 13: Expand Department of Human Resources Interface

2.5.1.12.1	In the Subsidy interface with the Department of Human Resources, the contractor shall develop an interface to alert case managers when CIS data is updated.	Sub-M.1
2.5.1.12.2	In the Subsidy interface with the Department of Human Resources, the system shall provide an interface that sends subsidy client, income, activity and voucher records to the Department of Human Resources CIS system.	Sub-M.2
2.5.1.12.3	In the Subsidy interface with the Department of Human Resources, the system shall calculate and provide information on the amount of subsidy payments made for each child to the Department of Human Resources.	Sub-M.3

2.5.1.13 Option 14: Quality Rating Improvement System, Accreditation Tracking

2.5.1.13.1	In the credentialing process for the Quality Rating Improvement System, the system shall support the new Quality Rating Improvement System by adapting Tiered Reimbursement to meet the new requirements.	Cre-E.1
2.5.1.13.2	In the Credentialing accreditation tracking processes, the system shall maintain a profile of each accrediting organization.	Cre-J.1
2.5.1.13.3	The system shall enable a user to add, update and enter supplementary information for a confirmed accreditation.	Cre-J.3.
2.5.1.13.4	The system shall enable the user to search and view a listing of confirmed accreditations.	Cre-J.4
2.5.1.13.5	The system shall enable a user to search licensed providers and associate the provider with confirmed accreditations.	Cre-J.5.
2.5.1.13.6	The system shall notify the licensing specialist of new or terminated accreditations.	Cre-J.6
2.5.1.13.7	The system shall provide updated accreditation status details to be used on the QRIS ratings.	Cre-J.7
2.5.1.13.8	The system shall provide reports on the number and distribution of confirmed accreditations.	Cre-J.8
2.5.1.13.9	The system shall match new accreditations against the list of prior confirmed accreditations and update records in a bulk process.	Cre-J.2

2.5.1.14 Option 15: Correct Business Objects Reports

2.5.1.14.1	The system shall have corrected and modified reports that meet the current needs of the agency.	Rep-A.5:

2.5.1.15 Option 16: New Business Objects Reports

2.5.1.15.1	The system shall have new Licensing and Subsidy reports to meet current agency needs.	Rep-A.6:

2.5.1.16 Option 17A: Point of Service Attendance Reporting Pilot

ID #	Requirement	Deliverable ID #
2.5.1.16.1	The contractor shall provide a process and the equipment to create, assign and maintain the customer token.	Sub-N.1
2.5.1.16.2	The system shall provide reports to track POS module activity.	Sub-N.10
2.5.1.16.3	The TO Contractor shall support the POS module with a help desk for the POS module, comprehensive training for agency staff and other support services necessary for the successful implementation and operation of the POS module.	Sub-N.11
2.5.1.16.4	The Contractor shall provide, install, support and maintain an appliance at provider locations. The appliance will have the capabilities needed to enable providers and customers to securely report accurate attendance information for subsidy payments.	Sub-N.2
2.5.1.16.5	The appliance shall have the ability for a provider or customer to inquire "on demand" for details on a voucher.	Sub-N.4
2.5.1.16.6	The appliance shall enable a provider to request approval for closed days, process the request for staff approval and provide a message with the staff action on the request.	Sub-N.5
2.5.1.16.7	The appliance will accept the customer token and entries to record a start time and end time for the care of each child each day. The system shall process the daily records to generate an attendance report for the bi-weekly service period.	Sub-N.6
2.5.1.16.8	The system shall process the POS attendance records to generate the provider's bi-weekly attendance report by child for approval by the provider.	Sub-N.7
2.5.1.16.9	The appliance shall enable the provider to list, approve and print the attendance transactions and the attendance report.	Sub-N.8
2.5.1.16.10	The system shall provide administrative views and functions to create messages, manage the POS equipment and view POS transactions.	Sub-N.9

2.5.1.17 Option 17B: Point of Service Attendance Reporting Rollout and Maintenance

ID #	Requirement	Deliverable ID #
2.5.1.17.1	The Contractor shall provide, install, support and maintain appliances at provider locations statewide. The appliance will have the capabilities needed to enable providers and customers to securely report accurate attendance information for subsidy payments.	Sub-N.3

2.5.2   TECHNICAL REQUIREMENTS

The Associated Deliverables referenced in the right column are found in Section 2.6.2 below.

When Technical Requirements are not met, at the request of the agency the TO Contractor shall provide a corrective action plan specifying the steps needed to remedy the problem within 30 days. The corrective action plan shall be implemented at no cost to the agency. After 30 days the status of the problem will be reviewed to determine if further corrective action is necessary.

ID #	Technical Requirements	Deliverable ID #

2.5.2.1   Maintenance Requirements

ID #	Technical Requirements	Deliverable ID #
2.5.2.1.1	The TO Contractor shall maintain and update the application for implementation on up-to-date versions of the operating system for all servers in the CCATS Environment as part of application maintenance.	2.6.2.1.4
2.5.2.1.2	The TO Contractor shall support upgrades and maintenance patches to all servers in the CCATS environment as described in Appendix C. This work is part of application maintenance.	2.6.2.1.4

2.5.2.2   Option 1: Improve System Maintainability and Performance

ID #	Technical Requirements	Deliverable ID #
2.5.2.2.1	The TO Contractor shall review the system and develop specific technical recommendations to improve the maintainability and performance of the application. The design recommendations shall clearly indicate the improvements being made as part of this option and those recommended for implementation in subsequent releases in conjunction with functional changes. The SDLC phases will be completed for changes to be delivered in the Option 1 release.	2.6.2.2
2.5.2.2.2	In the course of the SDLC processes for Option 1 the TO Contractor shall deliver baseline documentation and manuals in the form and to the standards established for this TO.	2.6.2.3
2.5.2.2.3	At a minimum, in Option 1 the TO Contractor shall analyze the database with regard to performance, reliability and maintainability using tools provided by the contractor. The TO Contractor shall recommend and, following approval, implement design improvements in the system database: o to enable the application and reporting requirements described in this TORFP to be implemented, o to eliminate redundant, unused and unnecessary database structures, o to implement referential integrity where appropriate to maintain reliable and accurate data while meeting response time goals, o to identify and optimize queries that have a high transaction processing cost, o to implement keys and indexes in a manner that ensures efficient database performance and scalability, o to utilize native DB2 features such as stored procedures and triggers to improve application performance, reliability and security, and o to utilize other relational design concepts and DB2 capabilities that will enhance the long term maintenance and performance of the application.	2.6.2.3

ID #	Technical Requirements	Deliverable ID #
2.5.2.2.4	The TO Contractor shall recommend and, following approval, implement design improvements in the system application code to support efficient maintenance, reliable operation and error management so that operational problems can be quickly identified and resolved. This will include the use of code analysis tools provided by the TO Contractor to identify and remediate:	2.6.2.3

- o Possible bugs – for example, empty try/catch/finally/switch statements

- o Dead code – for example, unused local variables, parameters and private methods

- o Suboptimal code – for example, wasteful String/String Buffer usage

- o Overcomplicated expressions - unnecessary if statements, for loops that could be while loops, high cyclomatic or n-path complexity.

- o Duplicate code - copied/pasted code that inflates maintenance and increases the likelihood of error.

ID #	Technical Requirements	Deliverable ID #
2.5.2.2.5	The TO Contractor shall provide a report documenting recommended standards and strategies that will be utilized in the design of subsequent releases, including:	2.6.2.2

- o Other J2EE and Websphere best practices that will enhance the long term maintenance and performance of the application.

- o The costs and potential benefits of utilizing a rules engine to improve the maintainability of staff qualifications, credentialing, subsidy eligibility determinations and other process that rely on complex rules and are subject to regulatory changes.

- o The costs and potential benefits of utilizing native DB2 features such as stored procedures and triggers to improve the application performance, reliability and security.

- o Other relational database and DB2 best practices that will enhance the long term maintenance and performance of the application.

- o The costs and potential benefits of migrating CCATS reporting and business intelligence to Cognos from Business Objects.

- o Recommendations for modifications to the server and network architecture for the application to improve throughput, security, application performance and reliability. This shall include recommendations for the sizing, configuration and operating system software for the application servers, which are scheduled to be replaced.

- o Recommendations for modifications to the network architecture and the application that will allow the secure implementation of the public portal.

- o Assess the current administrative functions of the system, including document management, to recommend system-wide modifications that will enable the agency requirements for these features to be met and maintained.

- o Evaluate the current security module in terms of capability to meet administrative requirements and offer recommendations for modification or replacement of security components. The evaluation shall include an assessment of the costs and potential benefits of leveraging Websphere and J2EE capabilities for security and user account management.

- o Usability improvements for system wide components that will enable the system to

ID #	Technical Requirements	Deliverable ID #

be used more efficiently and accurately.

- o Compliance with the State of Maryland "Information Technology Security Policy and Standards" (http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx) with particular attention to user account management, public web server architecture and encryption, and secure coding practices.

ID #	Technical Requirements	Deliverable ID #

2.5.2.3 Option 18: Upgrade to Current Versions of Java and Websphere

2.5.2.3.1	The TO Contractor shall upgrade the application code to current versions of Java and Websphere. Application functionality will remain unchanged unless described and approved in the design document for this option.	2.6.2.3

2.5.2.4 Standards for All Releases

2.6.2.1.4

2.6.2.3

2.5.2.4.1	The TO Contractor shall implement and maintain a system that meets the standards in this section. If the application fails to meet these standards due to an issue that is attributable to a release under this Task Order, the TO Contractor shall provide a corrective action plan specifying the steps needed to remedy the problem.	2.6.2.1.4 2.6.2.3
2.5.2.4.2	The corrective action plan shall be implemented at no cost to the agency.	
2.5.2.4.3	The system shall preserve authorized restrictions on information access and disclosure and provide the means for protecting personal privacy. The security classification for system confidentiality is high.	2.6.2.1.4 2.6.2.3
2.5.2.4.4	The system shall guard against improper information modification or destruction, and ensure information authenticity. The security classification for system integrity is high.	2.6.2.1.4 2.6.2.3
2.5.2.4.5	The system shall ensure timely and reliable access to and use of information. The security classification for availability is medium-high. o Contingent on the availability of the DHR CIS application., the internal site shall be available ▪ from 6:30 am to 8:00 pm each business day ▪ from 9:00 am to 5:00 pm Saturday o The portal shall be available 24 X 7 except for approved maintenance periods.	2.6.2.1.4 2.6.2.3
2.5.2.4.6	In the production environment, at any time during the business day, the application shall meet response time targets of less than 5 seconds for application pages and 3 minutes for reports, measured in a typical user environment. If user functional requirements necessitate longer response times, the reason and proposed response time should be documented and approved in the design document. The TO Contractor shall load test critical functions to assess, diagnose and correct potential problems prior to implementation. Expected usage levels are o Internal site 1200 users o Portal site 5000 users Test loads will be consistent with a target of 1,500 concurrent users. Load testing will be required for Enhancement Base Option and Enhancement Option 3. Load Testing may be subsequently requested in a work order. The TO Contractor will provide tools for load testing.	2.6.2.1.4 2.6.2.3

ID #	Technical Requirements	Deliverable ID #
2.5.2.4.7	The TO Contractor shall implement a process to monitor and record application downtime to track system reliability toward a goal of 99% availability over a quarter.	2.6.2.4.5
2.5.2.4.8	The TO Contractor shall provide for application errors to be logged in the production system, including the time, date, page, object, error message and error description. The log shall be accessible for browsing by authorized agency personnel. An error report will be provided that gives a monthly count of application errors by page for the top 50 errors. Consistently high error rates may be the basis for a request for corrective action.	2.6.2.4.6
2.5.2.4.9	The TO Contractor shall provide monthly reports of web site utilization that describes activity by page, by time of day, by day of week, by user browser type, http errors and web server response time. Consistently high errors rates or response time may be the basis for a request for corrective action.	2.6.2.4.7
2.5.2.4.10	The TO Contractor shall provide monthly reports on the status of open issues and issues resolved in the previous month. Consistently high volumes of open issues or longstanding issues may be the basis for a request for corrective action.	2.6.2.4.8

2.5.3   NON-FUNCTIONAL, NON-TECHNICAL REQUIREMENTS

The Associated Deliverables referenced in the right column are found in Sections 2.6.2 and 2.8 below.

When Non-Functional, Non-Technical Requirements are not met, at the request of the agency the TO Contractor shall provide a corrective action plan specifying the steps needed to remedy the problem within 30 days. The corrective action plan shall be implemented at no cost to the agency. After 30 days the status of the problem will be reviewed to determine if further corrective action is necessary.

ID#	Non-Functional, Non-Technical Requirements	Deliverable ID #

2.5.3.1   *Knowledge Transfer and Maintenance Transition*

2.5.3.1.1	The contractor shall complete knowledge transfer and transition maintenance and user support from current contractor no later than December 31, 2010. It is expected that the transition will be completed within sixty days of the notice to proceed.	2.6.2.1.1
2.5.3.1.2	The contractor shall provide a plan for the Knowledge Transfer and Maintenance Transition 15 business days following NTP. The plan shall describe activities and resources needed to complete an orderly and effective transfer of system maintenance and equipment, taking into account the expectations of state personnel and the previous contractors.	2.6.2.1.1
2.5.3.1.3	The Knowledge Transfer and Maintenance Transition shall include: o The contractor shall implement configuration management of system artifacts. o The contractor shall establish a process to support the agency in maintaining issue tracking so that issue status and resolution is current and correct. o The contractor shall document daily, weekly, and monthly operations tasks and schedules, including inspection of error logging and reporting. o The TO Contractor shall provide a development environment for application maintenance, including an application server and database server for system integration and testing prior to delivery. The state will make available the current	2.6.2.1.2

development server environment software and hardware described in Appendix D. Upgrades software and hardware for the development server environment will require the prior approval of the TO Manager.

- o Specifically the development environment will include:

  - ▪ Workstation hardware and software for developers and other technical personnel will be provided by the TO Contractor.

  - ▪ Application and database servers for system integration and testing in an environment comparable to the production environment described in Appendix C.   An adequate configuration will include:

    - • Application Server with the recommended operating system (currently AIX), IBM WebSphere Application Server, Java, DB2Client v8.1

    - • Database Server with AIX v5.2 and IBM DB2 v.9.5

    - • Communications to connect to the agency network will be the responsibility of the TO Contractor.

    - • Backup and recovery capability for the development environment will be the responsibility of the TO Contractor.

- o The TO Contractor shall demonstrate a successful build of the application from source code.

- o The TO Contractor shall complete a simple system modification and process it through the development, testing and deployment steps at least through implementation on the agency's UAT services with the hosting contractor. Following approval, the modification shall be moved to production.

2.5.3.2   Project Management Requirements

2.5.3.2.1	The TO Contractor shall provide and maintain a Project Management Plan (PMP) that meets the requirements of the Maryland SDLC. The initial Project Management Plan is due 15 business days from the NTP and will provide a detailed schedule for the Knowledge Transfer and Maintenance Transition. For other options, an updated project plan will be due 15 days from the approval to proceed with the option, including a WBS and detailed schedule for the option.	2.6.2.3.1

- o The plan shall be updated at the conclusion of each project phase.
- o The plan shall include a work breakdown structure and schedule that is structured by the deliverables for the project.
- o The plan and schedule will be in sufficient detail to show task activities that represent about 80 hours of work, and the resources responsible for task completion and the cost of those resources for all work that has been authorized with a notice to proceed.
- o The plan shall clearly indicate the nature, timing and extent of support expected of the Department for each activity.
- o Following acceptance by the agency, the project management plan and baseline schedule will be controlled documents.   Changes to the plan and baseline will be made through the project change control processes.
- o The TO Contractor shall report progress in task completion against the plan and schedule using earned value reporting.

2.5.3.2.2	In developing the project schedule, the contractor will schedule:	2.6.2.3.1

- o 15 business days for the agency to review plans, requirements, design documents and manuals.
- o 45 business days for the agency to complete acceptance testing of a delivery.

If a deliverable cannot be accepted the agency will provide a list of defects to be remedied in order for the deliverable to be accepted as described in Section 2.6.1 of this TORFP.

ID#	Non-Functional, Non-Technical Requirements	Deliverable ID #
2.5.3.2.3	The TO Contractor shall provide a weekly progress report.	2.6.2.4.1

The weekly progress report must be delivered to the MSDE PM no later than noon EST every Monday for the duration of the contract. The status report shall include:

- o Name of Preparer, Date, Reporting Period
- o Top Three Priorities in this Reporting Period
- o Actual Tasks & Accomplishments for the reporting period
- o Planned Tasks & Accomplishments for the next reporting period
- o Outstanding Due Dates

For Time and Materials personnel:

- o Actual Tasks & Accomplishments for the reporting period by individual by work order.
- o Planned Tasks & Accomplishments for the next reporting period by individual
- o Hours worked (start and end times, and total time actually worked each day) by individual TO Contractor personnel.
- o Scheduled Time Off

| 2.5.3.2.4 | The TO Contractor shall provide a monthly status report. | 2.6.2.4.2 |

The monthly status report shall be delivered by noon EST on the 5th business day following the end of the month.

Monthly reports shall provide an executive of the project status including:

- o Accomplishments
- o Current status of the project using earned value reporting methods
- o Forecast
- o Issues for Stakeholder attention, including identification, escalation, and resolution steps
- o Schedule Status and Analysis
- o Budget Status and Analysis
- o Risk Analysis
- o Updated project schedule (in MS Project 2007 format) or format agreed to in advance by the MSDE Project Manager.

With the monthly report, the vendor shall provide a current copy of the MS Project file to support agency project reporting. If the vendor provides online access to the MS Project file, the agency may accept this access in lieu of a copy of the MS Project file.

| 2.5.3.2.5 | The TO Contractor Project Manager will attend weekly meetings at the agency to review project status. In addition, TO Contractor personnel will attend meetings at the agency and participate in teleconferences as needed to support the successful completion of project work. The primary location for meetings will be at MSDE Headquarters in Baltimore Maryland. From time to time meetings may be scheduled elsewhere in the state. Out of state travel is not anticipated. | 2.6.2.4.3 |

ID#	Non-Functional, Non-Technical Requirements	Deliverable ID #
2.5.3.3	***SDLC Requirements*** The approach to SDLC Requirements will be to establish baseline documents for each phase and modify affected sections of the baseline documents for each release as needed to clearly describe the work to be done and to maintain current documentation. The agency is open to recommendations for documentation formats that will simplify document maintenance.	2.6.2.3

2.5.3.3.1	The TO Contractor shall perform planning for each Enhancement Option and maintenance release. **Planning Deliverables** include:
	
	    o Up to date Project Management Plan with WBS and schedule for the release.
	
	    o Up to date Test and Evaluation Master Plan
		2.6.2.3.1
		
		2.6.2.3.2

2.5.3.3.2	The TO Contractor shall perform requirements analysis for each Enhancement Option and maintenance release. **Requirements Analysis Deliverables** include:
	
	    o **Functional Requirements Document** verifying the requirements for each release, including the details documented in Appendix B. Requirements verification will include an analysis of business activities, data and object structures. The requirements shall be documented in the SDLC template for Functional Requirements unless an alternate form has been proposed and accepted. Except for the specific modifications documented and approved in the Functional Requirements Document, the system shall retain the existing functionality. Upon request from the agency, the contractor shall meet with the agency to present the requirements document and respond to questions about the requirements document.
	
	    o **Requirements Traceability Matrix** extended to include test activities for each requirement. The RTM will be updated for each release and will identify the test description for each requirement. The RTM will be maintained electronically in a location accessible by the contractor and the agency.
		2.6.2.3.3
		
		2.6.2.3.4

2.5.3.3.3	The TO Contractor shall carry out design processes for each Enhancement Option and maintenance release. Design Deliverables include:
	
	    o **Design document** describing system modifications for each release designed so that the system continues to meet the architectural and design standards described in this TORFP. The system modifications for each release will be documented in the SDLC template for System Design, unless an alternate format has been proposed and accepted. The Design document shall clearly describe the scope of change. Except for the specific modifications documented and approved in the design document, the system shall retain the existing functionality. Upon request from the agency, the contractor shall meet with the agency to present the design document and respond to questions about the design document.
	
	    o **Data Dictionary** updated for the release
	
	    o **Security Risk Assessment** updated for the release.
	
	    o **Integration plan** describing the activities and resources to incorporate new or modified components into the complete application for the release.
	
	    o **Conversion plan** when a release includes a change in infrastructure, the migration of data to a new structure, the cleaning of data or other changes that require a significant and controlled change in the underlying structure of the application. The conversion plan shall follow the SDLC template for the Conversion Plan,
		2.6.2.3.5
		
		2.6.2.3.6
		
		2.6.2.3.7
		
		2.6.2.3.8
		
		2.6.2.3.9
		
		2.6.2.3.10

unless an alternate form has been proposed and accepted. If a conversion plan is not needed, the TO Contractor should clearly state this in the design document for agency concurrence early in the release cycle.   The conversion plan for a release shall be provided no later than the delivery of the code for a release.

o **Implementation plan** for the release in the SDLC template for the Implementation Plan, unless an alternate format has been proposed and accepted.   Depending on the size and complexity of an Enhancement Option, implementation may be planned in multiple releases if this offers a technical benefit.

ID#	Non-Functional, Non-Technical Requirements	Deliverable ID #

2.5.3.3.4   The TO Contractor shall carry out development, integration and testing processes for each Enhancement Option and maintenance release.

2.6.2.3.11
2.6.2.3.12
2.6.2.3.13
2.6.2.3.14
2.6.2.3.15
2.6.2.3.16
2.6.2.3.17

During development, the TO Contractor shall maintain **configuration management** for all application code and artifacts. The TO Contractor shall maintain system development artifacts as described in the SDLC template Software Development Document, unless an alternate process has been proposed and accepted (i.e. an automated system) In addition, the TO Contractor shall carry out software quality assurance processes such as code reviews, static code analysis, etc.

Integration and testing shall be completed prior to the delivery of development products. The TO Contractor shall test each release prior to delivery, including:

- Subsystem testing, including black box functional testing to verify that the outputs of a program, given certain inputs, conform to the function specification of the program.

- System testing on a complete, integrated release to evaluate the system's compliance with the specified requirements.

- Regression Testing – to confirm that essential processes, including all payment processes, staff qualification calculations, subsidy eligibility determination and credentialing calculations continue to function as previously approved.

- In addition to functional testing, additional test types may be required based on the level of risk involved in the release.   In particular, supplementary testing is required:

  - For Option 1System Improvements and Option 4 Implement Portal, Performance and load testing – varying the load, volume and rate of submission times to determine suitability for production deployment.

  - For Options 2 – 9, Internal System Usability – to access how well staff users can use the system in the context of the business work flow for modified functions. .   Assessment will consist of observation in a controlled environment and a subjective questionnaire.

  - For Option 4 Implement Portal, Portal Usability - to assess whether portal pages can be successfully used by agency customers as defined by the requirements.   Assessment will consist of observation in a controlled environment and a subjective questionnaire.

  - For reporting, interfaces and calculations, Technical Testing– to verify data outputs in tables, extracts and reports following modifications.

- Automated testing may be used to the extent that it saves time and improves quality.

- Testing shall be sufficient to confirm that the release requirements have been met and that the remaining system functions have not been altered. The contractor shall deliver test results and test datasets with the code for the release.

Development deliverables include:

- Providing access for the agency to review software development processes and documents (or the equivalent) as part of the agency's quality assurance effort.

- Version description document

ID#	Non-Functional, Non-Technical Requirements	Deliverable ID #

<blockquote>
   o   Integrated, tested application code, scripts and installation instructions

   o   Test Analysis Report

   o   Maintenance Manual updated as appropriate for each release.   The maintenance manual will clearly describe the application development standards and conventions to maintain the architectural and design standards described in this TORFP.

   o   System Administrators Manual updated as appropriate for each release.

User Guide updated as appropriate for each release.
</blockquote>

2.5.3.3.5	The TO Contractor shall provide technical support to the agency for **user acceptance testing**, including maintenance of test data sets, for each Enhancement Option and maintenance release. User acceptance will be based on verification of functional changes and regression testing of pre-existing functions. The agency will report UAT defects as they are identified and verified in the issue tracking system for the project. The agency will determine the priority of the defect. With the concurrence of the agency, the contractor may deliver corrections during UAT however new releases may not be deployed more frequently than one every two weeks unless explicitly approved by the MSDE Project Manager. The agency will provide written notification when a release has passed UAT. If a release has not passed UAT after 45 business days, the agency will notify the contractor of the defects that must be remedied in order for the release to be accepted.	2.6.2.3.18

2.5.3.3.6	The TO Contractor shall deliver code for each release with all scripts and objects required to implement the release on the application testing and production servers. Tested installation instruction will be provided with the release.
	
	The release package will be provided in two forms:
	
	   o On a clearly labeled DVD delivered to the agency with required documents.
	
	   o In an agreed upon method to the agency hosting vendor for implementation in the test or production environment
	
	The TO Contractor shall comply with the application change management process established by the agency to ensure that only code that has been tested and accepted is implemented in the production environment.
		2.6.2.3.13

2.5.3.3.7	The TO Contractor shall support the implementation of the release in coordination with the agency and other CCATS Contractors, monitoring quality of the deployment and conditions that may trigger a roll-back. The TO Contractor shall immediately respond and correct any defects or operating conditions that disrupt services to the public. In a system emergency, the TO Contractor shall maintain communication and coordination with the MSDE Project Manager and other CCATS Contractors.	2.6.2.3.19

ID#	Non-Functional, Non-Technical Requirements	Deliverable ID #
2.5.3.3.8	The TO Contractor and the agency shall monitor the quality of the release in terms of standards for all releases.	2.6.2.3.20
	o After 30 days the quality will be assessed to determine if the criteria for the Performance Period for Acceptance have been met.	
	o After an additional 90 days the quality will be assessed to determine if the criteria have been met for payment of retainage.	
	o Monitoring of the release will continue for one year from the successful completion of the Performance Period for Acceptance.	
2.5.3.3.9	The TO Contractor shall prepare a Lessons Learned report based on post implementation review with the entire project team and the agency to identify specific action items for subsequent releases and maintenance activity.	2.6.2.3.21

ID#	Non-Functional, Non-Technical Requirements	Deliverable ID #

2.5.3.4 *Performance Period for Acceptance and Warranty*

2.5.3.4.1	The performance period for acceptance of a release shall be at least 30 calendar days following implementation in production.	2.6.2.1.4 2.6.2.3.20

In order to be successful the system must meet the following criteria:

- o Option has been stable in production with 99% uptime
- o Response time benchmarks have been met
- o Issues reported in Help Desk Calls or otherwise that are attributable to defects in the release have been resolved
- o No critical functional defects have been identified in the release.   A critical defect is a defect that prevents the application from performing a required function.

If the criteria have not been met, the performance period will be extended until the criteria have been met for a period of 30 calendar days.

2.5.3.4.2	The TO Contractor shall provide a one year warranty on all application software provided including maintenance work orders.	2.6.2.1.4 2.6.2.3.20

The warranty period begins when the agency provides formal notice of the completion of the Performance Period for Acceptance. The warranty shall be based on the criteria for the Performance Period for Acceptance.

Defects in release software under warranty must be corrected at no additional cost to the state. Critical defects, which block the completion of an essential business process or cause bad data in the system, must be corrected within 30 days.

2.5.3.5 *Oversight Reviews*

2.5.3.5.1	The TO Contractor shall fully cooperate with any Independent Verification and Validation Review undertaken by the state. IV&V Reviews may be conducted as frequently as once each year.	2.6.2.4.4
2.5.3.5.2	The TO Contractor shall fully cooperate with a security certification and accreditation process when undertaken by the agency. A security certification and accreditation may be undertaken prior to the implementation of Option 1 or at another time to be determined by the agency.	2.6.2.4.4

2.5.3.6 *Application Maintenance - Time and Materials* · 2.6.2.1

2.5.3.6.1	On a Time and Materials basis, the TO Contractor shall provide personnel to maintain and support the application commencing on the completion of the Knowledge Transfer and Maintenance Transition and continuing to the conclusion of the Task Order.	2.8.3
2.5.3.6.2	The TO Contractor shall support **daily operational activities**, to include:	2.6.2.1.4

- o monitoring system error logs,
- o oversight of routine processing,
- o emergency system maintenance and defect repair when necessary and in communication with the MSDE Project Manager.
- o delivery of accurate and complete data extracts and reports in response to an

approved request by the agency.

- o   investigation of system issues and user reported defects; recommend and, following approval by the agency, implement corrective action.

- o   production support to trouble shoot and resolve production issues, unless covered by warranty.

- o   application and technical support for the production, UAT, training and reporting environments so that the environments are current and available to meet the operational needs of the agency.

- o   maintenance and backup of the development environment.

ID#	Non-Functional, Non-Technical Requirements	Deliverable ID #
2.5.3.6.3	The TO Contractor shall support **technical support activities** approved by the MSDE Project Manager to maintain and improve the application infrastructure and environments to include: o Coordinate with the other CCATS Contractors to resolve technical issues and plan system improvements with the prior approval of the MSDE CIO. These technical issues may include: ▪ Upgrades to current versions of the technologies used by the application (AIX, WebSphere, DB2, Business Object Web Intelligence). ▪ Identification and resolution of performance issues. The agency goal is for the application to support 1500 concurrent users with no diminution in response time. ▪ Other issues that may arise in the maintenance and operation of the system that require special technical expertise for resolution. o Interface and coordinate with hardware and software vendors, such as IBM, to resolve technical problems that affect the application. o Support and participate in MSDE quality assurance activities, including requirements, design and code reviews upon request.	2.6.2.1.4
2.5.3.6.4	The TO Contractor shall support **planning and management activities** for maintenance services to include o Prioritize, plan, coordinate, manage and deliver development services to meet the needs of MSDE to deliver high quality application maintenance support. o Upon request by the agency, analyze a proposed work orders, recommend preferred and alternate solutions and provide a not-to-exceed level of effort estimate for the preferred solution. o Ensure that maintenance work is coordinated with project work and that maintenance releases are scheduled separately from releases for Enhancement Options. o Ensure that maintenance activity is within the maintenance scope and track time by activity type. In addition, Work Order activity time must be tracked by work order to ensure that time billed does not exceed the approved level of effort. o Maintain technical system documentation consistent with the Maryland System Development Life Cycle (SDLC), including but not limited to the System Design, Maintenance Manual, System Administration and Version Control documents. o Provide for training, technical supervision and oversight to other maintenance personnel that may be added to the maintenance team under a Task Order Change issued by the agency. o Provide weekly and monthly status reports. o Attend meetings related to maintenance support of the system that are not part of a work order. o Fully participate in oversight reviews. o Report on system availability, application errors, web site utilization and status of issues.	2.6.2.1.3 2.6.2.1.4 2.6.2.4.1 2.6.2.4.2 2.6.2.4.3 2.6.2.4.4 2.6.2.4.5 2.6.2.4.6 2.6.2.4.7 2.6.2.4.8

	o Report on system availability monthly.	
	o Report on application errors monthly.	
	o Report on web site utilization monthly.	
	o Report on issue status monthly.	
2.5.3.6.5	The TO Contractor shall carry out **work order activities** to complete approved work orders for functional modifications and other improvements to the application.	2.6.2.1.4

o Complete application development tasks to implement approved work orders following the SDLC requirements for this work order and using the processes established for the project.

o Maintain the programming, design and documentation standards established for the application, including updating embedded comments within system code to be clear and current.

o Conduct and document both unit and system testing for maintenance releases to ensure compliance with functional and technical requirements.

o Conduct code analysis as needed to maintain a high quality application.

o Utilize J2EE, Websphere and DB2 best practices for application design and construction.

o Maintain a controlled deployment process, coordinated with other CCATS contractors, that includes the following tasks:

- Maintain version control and configuration management over all components of the application using an acceptable version control system.

- Package maintenance releases for moves to Test and Production, including the preparation, testing and documentation of installation and conversion scripts to successfully implement the release.

- Move the new release into the development integration and testing environment provided by the TO Contractor, resolving any issues that arise.

- Develop new version release notes (Version Control document) that detail items included in the release.

- Perform regression tests of the CCATS application to confirm that software modifications do not impact existing functionality.

- Package the release to be moved to UAT by the hosting vendor, resolving any issues that arise.

- With the approval of MSDE Project Manager or his designee, package the release to be moved to Production by the hosting vendor at a time agreeable to the agency.

o Attend meetings related to approved work orders.

ID#	Non-Functional, Non-Technical Requirements	Deliverable ID #
~~2.5.3.6.6~~	~~The TO Contractor shall provide one full time experienced java internet application developer for up to 2080 hours per year who will analyze and implement approved work orders, including high priority changes and emergency adjustments, that are external to the fixed price Enhancement Options.~~	2.8.3
2.5.3.6.7	The TO Contractor personnel will be available to work from 08:00 AM to 4:30 PM (including a lunch break), Monday through Friday, except for State holidays. Hours may be adjusted with the approval of the MSDE TO Manager.	2.8.3
	Services may also involve some evening and/or weekend hours performing planned system upgrades or emergency work in addition to core business-day hours. Additional weekly hours in excess of 40 hours must be approved in writing and in advance by the TO Manager and shall be billed at the proposed hourly rate. Total hours billed may not to exceed 2080 hours per year per individual.	
	Requests for leave should be submitted to the TO Manager at least two weeks in advance. The TO Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, leave may be denied.	
2.5.3.6.8	With the concurrence of the TO Manager, the maintenance personnel may be temporarily assigned to the fixed price project during periods when the application maintenance is frozen. However, time and materials costs shall not be invoiced for fixed price work.	2.8.3
2.5.3.6.9	Maintenance releases will comply with the Project Management and SDLC requirements for process and delivery. In particular, documentation shall be up-to-date and provided with each maintenance release.	2.6.2.3
2.5.3.6.10	~~The TO contractor shall fully cooperate in a transition to a new maintenance team at the conclusion of the contract.~~ The TO Contractor shall support requested activities for technical, business and administrative support to ensure effective and efficient end-of-contract transition to the State or another State contractor. Examples of these activities include a final project debriefing meeting, organization and hand-off of project materials, documentation, electronic media, any final reports, updated work plans, and final invoices. The TO Contractor shall ensure that all necessary knowledge and materials for the tasks completed is transferred to the custody of State personnel, including complete source code, scripts and other technical resources to maintain the application.	

- A Transition Plan shall be due from the TO Contractor within 30 days of being notified by the TO Contract Manager of a final contract end date. The Plan will describe transition activities including, but not limited to:Provision of current, complete versions of all system artifacts in electronic form that can be used for future maintenance.

- Knowledge transfer sessions to support the new contractor in assuming responsibility for system maintenance and operation.

- The identification of any unresolved system issues or pending tasks that will not be completed before the transition.

- The migration of state owned equipment, configuration management and other processes to the new contractor.

2.5.3.7 Application Developer (Labor Category 10) – Time and Materials Option

2.5.3.7.1   The TO Contractor shall provide one Application Developer for up to 2080 hours per year to carry out the maintenance activities described in Section 2.5.3.6.

The Application Developer will have the following duties:

- Serve as the technical lead for application maintenance to ensure that daily operational duties, technical support activities, planning and management activities and work order activities are performed on time and are of high quality.

- In coordination with the agency establish quality standards for application code, data and documentation; implement procedures to meet quality standards for all deliverables.

- Analyze the requirements for application modifications and design specifications for improvements.

- Estimate time and cost of work orders when requested by the agency.

- Translate the approved design into modifications to the CCATS application.

- Design efficient and trustworthy transaction processing functions.Test, debug and refine the software to produce the required product.

- Enhance the software to reduce operating time and improve efficiency.

- Provide technical direction to the maintenance team to ensure program deadlines are met and to maintain quality standards for the application and related deliverables.

- With respect to maintenance support, coordinate communication with the agency and with other contractors supporting the CCATS application.

- Report the status of maintenance work and support issue tracking

- Coordinate the preparation of SDLC deliverables and maintenance of application documentation.

- Coordinate support to the agency for user acceptance testing.

2.5.3.7.2   Attend meetings related to maintenance support of the system.

2.5.3.7.3   With the concurrence of the TO Manager, the application programmer may be temporarily assigned to work on fixed price projects during periods when the application maintenance is frozen. However, time and materials costs shall not be invoiced for time spent on fixed price work.

2.5.3.8 *Database Management Specialist – Junior (Labor Category 23) – Time and Materials Option*

o At the request of the agency, the TO Contractor shall provide one Database Management Specialist – Junior for up to 2080 hours per year to support database design, programming, and optimization.

The Database Management Specialist - Junior will have the following duties for maintenance work orders:

o Provide highly technical expertise and support in the use of database technology to support the application

o Develop logical and physical data base models

o Ensure that data structures support maintainability and performance of the application

o Define file organization

o Define indexing methods

o Define security procedures

o Develop and optimize complex queries to access data for the application and provide expert assistance to application programmers in efficient database utilization.

o Develop and optimize complex queries to access data for reports

o Identify and correct data functions that are slow or expensive in terms of system resources

o Develop queries to isolate, correct or eliminate redundant or bad data

o Participate in planning the development, implementation and maintenance of database back-up and recovery procedures

o Ensure that data integrity, security, and recoverability are built into the application

o Recommend system modifications that will improve the efficiency and usability of the application.

o Attend meetings related to maintenance support of the system.

o Assist in issue tracking and the preparation of status reports, SDLC deliverables and documentation updates.

o Assist in all other aspects of maintenance support.

ID#	Non-Functional, Non-Technical Requirements	Deliverable ID #
2.5.3.8.1	With the concurrence of the TO Manager, the Database Management Specialist – Junior may be temporarily assigned to work on fixed price projects during periods when the application maintenance is frozen. However, time and materials costs shall not be invoiced for time spent on fixed price work.	

2.5.3.9 Internet/Intranet Site Developer – Senior (Labor Category 59) – Time and Materials Option

2.5.3.9.1	At the request of the agency, the TO Contractor shall provide one Internet/Intranet Site Developer - Senior for up to 2080 hours per year to support requirements analysis, user documentation and provide support for testing and implementation of maintenance releases.	2.8.3

The Internet/Intranet Site Developer will have the following duties for application maintenance:

- o   Translate application requirements into the design of the CCATS application, which is a complex website.

- o   Integrate web pages and application programming, including database access.

- o   Recommend and utilize new and emerging technologies in the development process.

- o   Apply effective design principles to promote the usability, navigation, security and efficiency of the CCATS application.

- o   Utilize accepted best practices for J2EE application development in all aspects of application maintenance.

- o   Utilize graphics and multi-media tools when necessary to prepare images and other media for use to support the CCATS application.

- o   Assist in issue tracking and the preparation of status reports, SDLC deliverables and documentation updates.

- o   Analyze defects and performance issues; recommend corrective action.

- o   Recommend system modifications that will improve the efficiency and usability of the application.

- o   Attend meetings related to maintenance support of the system.

- o   Assist in all other aspects of maintenance support.

2.5.3.9.2	With the concurrence of the TO Manager, the Internet/Intranet Site Developer may be temporarily assigned to work on fixed price projects during periods when the application maintenance is frozen. However, time and materials costs shall not be invoiced for time spent on fixed price work.	

2.5.3.10 Optional Services

2.5.3.10.1	The contract type for services described under this Section shall be considered indefinite quantity with a fixed unit price. The Department may or may not require use of these services. The Department has no estimate of what quantity of services may be required.	To Be Defined in Change Order
2.5.3.10.2	The Department may issue Task Order Change Orders describing the services required	

for each of these additional services. These additional services may be required at any point during the term of the Task Order. The TO Contractor shall respond to the Change Order with a proposal that includes the labor categories required to satisfy the request, the estimated number of hours required for each labor category, the total estimated effort and cost, and the estimated start and finish date for the Change Order. Upon acceptance of the proposal, the Department will issue a Notice to Proceed to the Contractor. All additional services will be provided on a time and materials basis, not to exceed the specified amount.

2.5.3.10.3 Optional services may include:

- o Additional application development in J2EE
- o Business Objects or Cognos report design and development
- o Database design, analysis, programming and administration
- o Testing Specialists
- o Training Specialists
- o Documentation Specialists
- o Help Desk Personnel

and other technical services needed to support the application in meeting the needs of the agency.

2.6   DELIVERABLES

2.6.1   DELIVERABLE SUBMISSION PROCESS

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with Microsoft Office 2003, Microsoft Project 2007 and Visio 2007.

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

A) Be presented in a format appropriate for the subject matter and depth of discussion.

B) Be organized in a manner that presents a logical flow of the deliverable's content.

C) Represent factual information reasonably expected to have been known at the time of submittal.

D) Present information that is relevant to the Section of the deliverable being discussed.

E) Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.

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

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 9). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable

are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.6 Invoicing).

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

A) Be presented in a format appropriate for the subject matter and depth of discussion.

B) Be organized in a manner that presents a logical flow of the deliverable's content.

C) Represent factual information reasonably expected to have been known at the time of submittal.

D) Present information that is relevant to the Section of the deliverable being discussed.

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

2.6.2 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

ID#	Deliverable Description	Acceptance Criteria
2.6.2.1	*Maintenance*	
2.6.2.1.1	Knowledge Transfer and Maintenance Transition Plan	Knowledge Transfer and Maintenance Transition Plan delivered within 15 business days of the Notice to Proceed, describing activities to acquire knowledge from the prior vendor and steps for an orderly transfer of system maintenance and operation. **The Knowledge Transfer and Maintenance Transition must be completed by 12/31/2010.**
2.6.2.1.2	Complete Knowledge Transfer and Maintenance Transition	Transition is completed by the target date of December 31, 2010.
		A plan is delivered for the Knowledge Transfer and Maintenance Transition within 15 business days following NTP.
		Documentation of operations tasks and schedules.
		Development environment is implemented including
		• Hardware and software for developers and other technical personnel
		• Application and database servers for system integration and testing in an environment comparable to the production environment described in Appendix C. An adequate configuration will include:
		o Application Server with the recommended operating system (currently AIX), IBM WebSphere Application Server, Java, DB2Client
		o Database Server with AIX and IBM DB2
		• Communications to connect to the agency network
		• Backup and recovery capability for the development environment
		Provide a demonstration at the TO Contractor's site showing that:
		• Development environment is implemented.
		• Configuration management systems implemented.
		• Process to support issue tracking system is implemented.
		• The application can be successfully built and deployed in the development environment.
		In the UAT environment, demonstrate the completion and installation of a system modification.
2.6.2.1.3	Maintenance Work Order Estimates	A not-to-exceed time and cost estimate will be provided by the TO Contractor for maintenance work orders along with the design for the preferred solution.
2.6.2.1.4	Maintenance Work	The SDLC phases are conducted for Work Products. The acceptance criteria

ID#	Deliverable Description	Acceptance Criteria
	Products	for maintenance work products will be the same as for equivalent Option Deliverables for All Phases.
2.6.2.1.5	Transition Out	Deliverables have been accepted for all approved options.
		Provide a complete and current copy of all system artifacts in a form that can be used for future maintenance. Make personnel available for knowledge transfer meetings and demonstrations.
		Provide a transition out plan that meets the requirements of Section 2.5.3.6.10.

2.6.2.2 Additional Deliverable for Option 1: Improve System Maintainability and Performance

ID#	Deliverable Description	Acceptance Criteria
2.6.2.2.1	Option 1: Recommendations for immediate implementation and subsequent action.	For Enhancement Option 1: Improve System Maintainability and Performance, the TO Contractor shall review the system, including the application code and database structures, and provide a report that recommends adjustments that will improve system maintainability and performance. The report will clearly indicate recommendations that will be addresses in the Option 1 release. The report will identify recommendations to be addressed in subsequent releases.
		The accepted report will become part of the requirements for the Enhancement 1 release. The SDLC phases will be completed for the execution and delivery of modifications that are implemented in the release.

2.6.2.3 Enhancement Option Deliverables for All Releases

ID#	Deliverable Description	Acceptance Criteria
2.6.2.3.1	Planning Deliverable, TO Contractor's Project Management Plan	TO Contractor's Project Management Plan (PMP) describing • TO Contractor Points of Contact, Organization and Responsibilities • Quality Assurance Plan documenting processes to develop, maintain and deliver high quality work products. • Configuration Management Plan documenting how code and changes will be managed and tracked through the system lifecycle • Project Description, Schedule and Resources including project schedule in Microsoft Project. WBS activity breakdown has sufficient detail to describe work packages that are at least four hours and no more than 80 hours in duration, that are assigned to a single organizational element, that have a scheduled start and completion date, that have a budget or assigned value, and that include task predecessors so that the critical path can be identified and managed. The schedule identifies resources to be provided by the contractor by position with a level of effort estimate. The schedule identifies resources required of the agency by activity with a level of effort estimate. Project schedule is updated for each release and phase. • Communications Strategy and Planning describing information dissemination, reporting and management, including escalation. • Project Standards and Procedures, including standards for technical management of the work. • The TO Contractor Project Management Plan is consistent with the agency eCCATS Plans and discrepancies have been mutually

ID#	Deliverable Description	Acceptance Criteria
		resolved.
		• A complete plan is provided for the initial release and updated as appropriate for each subsequent release.
2.6.2.3.2	Planning Deliverable, TO Contractor's Test and Evaluation Master Plan	TO Contractor's Test and Evaluation Master Plan (TEMP) including the sections for purpose, background, scope, limitations, test levels, and resource requirements. The TEMP covers all testing required, including regression and performance tests. Remaining sections of the TEMP will be delivered in subsequent phases.
		A complete plan is provided for the initial release and updated as appropriate for each subsequent release.
2.6.2.3.3	Requirements Analysis Deliverable, Functional Requirements Document	Functional Requirements Document describing the functional and operating requirements for the release that have been validated by the TO Contractor. The document will
		• Verify and decompose the requirements for the release, documenting clarifications for user approval.
		• Identify and resolve gaps or conflicts between documented and actual requirements.
		• Reflect the TO Contractor's analysis of the current technical architecture, application software and data to ensure that limitation or unique requirements have not been overlooked.
		• Update the requirements traceability matrix for validated, clarified and decomposed requirements.
		A complete document is provided for the initial release and updated as appropriate for each subsequent release.
2.6.2.3.4	Requirements Analysis Deliverable, Test and Evaluation Master Plan Update with Test Traceability	**The requirements traceability matrix is extended to include test activities that address user requirements.** Test activities and plans will be developed in consultation with MSDE for the validation and acceptance processes to verify the functionality of each release.
		The document is updated for each subsequent release.
2.6.2.3.5	Design Deliverable, Design Document	Design document(s) with particular attention to:
		• Data Dictionary updated for the release
		• Logical Data Model and other models and diagrams updated for the release
		• Interface design, with screen mockups or prototypes for new or modified screens
		• Descriptions of edit rules and processing logic
		• Descriptions of error handling
		• User security roles and privileges matrix updated for the release
		• Interface control details for external interfaces
		A complete document is provided for the initial release and updated as appropriate for each subsequent release.

ID#	Deliverable Description	Acceptance Criteria
2.6.2.3.6	Design Deliverable, Test and Evaluation Master Plan Update with Test Descriptions	Test descriptions for each test to be performed for the release. The document is updated for each subsequent release.
2.6.2.3.7	Design Deliverable, Security Risk Assessment	Security Risk Assessment provides an analysis of threats to and vulnerabilities of the system to determine potential security risks and to identify appropriate and cost-effective measures. The assessment is updated for each release.
2.6.2.3.8	Design Deliverable, Implementation Plan	Implementation Plan includes a description of the implementation process, points of contact, security preparations, implementation support requirements, back off plan and post-implementation verification. The tasks, schedule, and personnel may be provided in a chart format that can be used as a checklist for implementation. The implementation plan and checklist are updated for each release.
2.6.2.3.9	Design Deliverable, Conversion Plan	Conversion Plan is required for releases that modify the structure of the application and describe steps to transition data and processes from the previous structure to a new structure. The Conversion Plan includes the Conversion Overview, Strategies and Support. The Conversion tasks, schedule and personnel may be provided in a checklist format and integrated with the implementation checklist, provided that conversion tasks are clearly identified. The conversion plan and checklist are updated for each release as applicable.
2.6.2.3.10	Design Deliverable, Integration Plan	Integration Plan describes the activities and resources to incorporate new or modified components into the complete application. The integration plan is updated for each release as applicable.
2.6.2.3.11	During Development, Review of Software Development Documents and Methods	The TO Contractor shall follow a controlled development methodology that serves the purposes of the Software Development Documents described in the MD SDLC. If the method does not utilize the SDLC Software Development Document, the preferred process should be described in the proposal for approval by the agency. Upon request, the TO Contractor shall provide the opportunity for agency representatives to verify the software development documents or equivalent controls as provided in the CATSII Master Contract Section 2.2.1.3 (C).
2.6.2.3.12	Development Deliverable, Version Description Document	The Version Description Document for the release provides an executive summary and details of the release contents. An equivalent configuration control document may be used, with prior agency approval. With the Version Description Document, provide confirmation that all design documents are correct for the release as delivered. Design revisions must be documented and approved by the agency prior to delivery.
2.6.2.3.13	Development Deliverable, Delivery of Integrated, Tested Application Code, Scripts and installation instructions	Application Code to be installed for user acceptance testing Tested installation scripts and technical instructions Tested conversion scripts and technical instructions, if needed Test files / data with scripts to refresh data in the test environment for user acceptance testing.

ID#	Deliverable Description	Acceptance Criteria
2.6.2.3.14	Development Deliverable, Test Analysis Report	Test Analysis Report for system testing completed by the contractor to qualify the system prior to delivery, including regression testing of critical features.
2.6.2.3.15	Development Deliverable, Maintenance Manual	Maintenance Manual providing maintenance personnel with the information necessary to maintain the system effectively. The maintenance manual should convey the information content described in the SDLC template in a form that can be readily used by future maintenance programmers. If maintenance details are embedded in the application code or database, the manual should provide a clear reference and access instructions.
2.6.2.3.16	Development Deliverable, System Administrators Manual	The System Administrators manual describes the responsibilities of the administrator to operate and maintain the system.
2.6.2.3.17	Development Deliverable, User Guide	The User Manual contains all essential information for the user to make full use of the information system. This manual includes a description of the system functions and capabilities, contingencies and alternate modes of operation, and step-by-step procedures for system access and use. Use graphics where possible in this manual. The manual format may be altered if another format is more suitable for the particular project.
2.6.2.3.18	User Acceptance Testing	The TO Contractor provides technical support for MSDE to execute acceptance and system tests so that: • Agency test results are consistent with system requirements and conform to expected results as approved in the Requirements Phase; • Agency can validate system settings for user access and transaction processing; • Agency can confirm the integrity of business process, data services, security, and system outputs; • Agency can confirm the use of the system for child care business processes. • Agency can verify that all requirements of the updated functionalities have been met. The functionality described in Appendix B will be the basis for UAT unless superseded in an approved Functional Requirements Document. • Agency can confirm response time within the UAT environment. • Agency can document the rate of error or failures The TO Contractor tracks issues reported by the agency during UAT. The Contractor documents and resolves application issues. All critical functional issues are resolved. A critical issue is a problem that blocks the completion of a business process or results in incorrect data records or output.
2.6.2.3.19	Implementation Support	Support the execution of the approved implementation plan. Provide guidance and advice to the hosting contractor in the installation of the release, including the execution of any scripts for conversions.

ID#	Deliverable Description	Acceptance Criteria
		Monitor quality of system operations following deployment, with particular attention to conditions that may trigger a roll-back based on the approved implementation plan.
		Immediately respond and correct any defects or operating conditions that disrupt services to the public. In a system emergency, the TO Contractor shall maintain communication and coordination with the MSDE Project Manager and other CCATS Contractors.

ID#	Deliverable Description	Acceptance Criteria
2.6.2.3.20	Implementation Successful for 30 Days	Release has been stable in production
		Standards for All Releases in Section 2.5.2.4 have been met including benchmarks for response time and availability
		Errors reported in Help Desk Calls or otherwise that are attributable to the release have been resolved
		No critical functional defects have been identified in the release. A critical defect is a defect that prevents the application from performing a required function.
2.6.2.3.21	Lessons Learned report	The Lessons Learned report includes feedback from the entire project team and the agency. The report identifies specific action items for subsequent releases and maintenance activity.

2.6.2.4   Management and Oversight

ID#	Deliverable Description	Acceptance Criteria
2.6.2.4.1	Weekly Progress Report	Reports are on time and address required items.
2.6.2.4.2	Monthly Status Report	Reports are on time and address required items.
2.6.2.4.3	Attend Meetings	TO Contractor designated representative is on time and prepared to knowledgeably discuss project status, issues, risks and other agenda items.
2.6.2.4.4	Oversight Reviews	TO Contractor shall make personnel, documentation and electronic systems available for reviews commissioned by the agency, including on-site visits by reviewers at the TO Contractor work location.
2.6.2.4.5	System Availability Report	Monthly report of down time versus available time to determine system availability statistics. Down time is classified as during approved maintenance period, scheduled or unscheduled. Percent of availability for the prior 30, 60 and 90 days is calculated, excluding downtime that is scheduled or in an approved maintenance period.
2.6.2.4.6	Application Error Report	Monthly report providing a ranked listing of the 50 pages with the highest number of application errors. Errors should be identified as affecting use or not affecting use.
2.6.2.4.7	Web Site Utilization Report	Monthly report of web site utilization describing activity by page, by time of day, by day of week, by user browser type, http errors, and web server response time. Internal site activity is distinguished from Portal activity.
2.6.2.4.8	Issue Tracking Report	Monthly status of open issues and issues resolved in the past month. The listing includes a short description of the issue, the identification date, the module affected and the severity rating by the agency.

2.7   REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. The following policies, guidelines and methodologies can be found at http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx under "Policies and Guidance." These may include,

but are not limited to:

- The State's System Development Life Cycle (SDLC) methodology

- The State Information Technology Security Policy and Standards

- The State Information Technology Project Oversight

- The State of Maryland Enterprise Architecture

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

2.8   CONTRACTOR PERSONNEL ~~MINIMUM~~ EXPERTISE REQUIRED

The contractor shall provide the key personnel identified below. Key personnel must be available when necessary to meet the requirements of the project. The contractor may not assign key personnel to other contractor projects in any way that results in a conflict in their ability to meet the requirements of the task order. The contractor shall provide those individuals accepted as key personnel throughout the task order term, except as provided in the CATS II Master Contract, Section 2.9.6 "Substitution of Key Personnel". The critical expertise and qualifications the Department requests for the project fixed price options and for time and materials maintenance are listed in this section; however, the Contractor shall employ other personnel as it sees fit to accomplish the requirements of the Fixed Price portions of the task order.

The Master Contractor proposed key personnel must document a professional level of expertise in and qualifications for:

2.8.1   Applications Programmer - Labor Category 10

Duties: Analyzes functional business applications and design specifications for functional areas such as finance, accounting, personnel, manpower, logistics, and contracts. Develops block diagrams and logic flowcharts. Translates detailed design into computer software. Tests, debugs, and refines the computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Enhances software to reduce operating time or improve efficiency. Provides technical direction to programmers as required to ensure program guidelines are met.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field.   A Master's Degree is preferred.

General Experience: Must have five (5) years of computer experience in information systems design.

Specialized Experience: At least three (3) years of experience as an application programmers on large-scale DBMS applications, knowledge of computer equipment, and ability to develop complex software to satisfy design objectives.

Application Specific Experience: At least three (3) years experience with web-based transaction processing applications using J2EE, IBM Websphere Application Server and IBM DB2 database.   Education may not be substituted for this experience.

Desirable: Sun Certified Java Developer or equivalent master level certification.

2.8.2   Database Management Specialist – Junior - Labor Category 23

Duties: Must be capable of providing highly technical expertise and support in the use of DBMS. Must be able to evaluate and recommend available DBMS products to support validated user requirements. Defines file organization, indexing methods, and security procedures for specific user applications. Develops, implements, and maintains database back-up and recovery procedures for the processing environments, and ensures that data integrity, security, and recoverability are built into the DBMS applications.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field.

General Experience: Must have three (3) years experience in DBMS systems analysis and programming.

Specialized Experience: At least one (1) year of experience in using current DBMS technologies, application design utilizing various database management systems and experience with DBMS internals.

Application Specific Experience: Is a certified DB2 Administrator and has at least one (1) year of experience in using DB2 for a high volume transaction processing system.   Education may not be substituted for this experience.

2.8.3   Internet/Intranet Site Developer – Senior – Labor Category 59

Duties: Must be able to translate application requirements into the design of complex web sites, including integrating web pages and applications.   Must be able to apply new and emerging technologies to the development process.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field.

General Experience: Must have five (5) years of web development experience using current Web development and graphic tools, as well as, Web server and database administration.

Specialized Experience: At least three (3) years of experience designing, developing and deploying Web sites and/or Web applications, including product selection, configuration, installation, maintenance, and site policy development. Experience developing Web pages using HTML, scripting languages, platform specific web development languages and relational databases.

Application Specific Experience: At least three (3) years experience with web-based transaction processing applications using J2EE, IBM Websphere Application Server and IBM DB2 database.   Education may not be substituted for this experience.

Desirable: Sun Certified Java Developer or equivalent master level certification.

2.8.4   Other Maintenance Personnel – Time and Materials

When additional personnel are requested by the agency, TO Contractor shall provide the resumes of proposed personnel for the prior review and approval of the MSDE TO Manager and Project Manager.   The resumes shall clearly demonstrate that the individual possesses the qualifications for the labor category. Upon request, the TO Contractor shall provide the agency the opportunity to interview the proposed personnel prior to assignment to the project.

2.8.5   Personnel for Enhancement Options – Fixed Price

When a Fixed Price Enhancement Option is approved for development, the TO Contractor shall identify the key labor categories for the option and provide resumes of proposed personnel with the project plan for the Option. The resumes shall clearly demonstrate that the individuals possess the qualifications for the labor category and the skills to successfully deliver the Fixed Price Option. Upon request, the TO Contractor shall provide the agency the opportunity to interview the proposed personnel prior to assignment to the project.   If the agency finds that the personnel are not qualified to perform the work, the agency will request alternate personnel or withdraw the approval to proceed with the Fixed Price Option.

At the request of the agency, the TO Contractor shall provide a Project Manager to manage work on Fixed Price Enhancement Options.   Project Managers will have the qualifications for Labor Category 2 and be a Project Management Professional certified by the Project Management Institute.   The Project Manager may be a part-time assignment depending on the scope of the work.

2.9   CONTRACTOR MINIMUM QUALIFICATIONS

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

- Successfully delivered at least three transaction processing systems with a browser interface and web application architecture.   Successfully means an implementation that was on-schedule with no unexpected disruption of client operations.

- Architected, develop and delivered applications utilizing J2EE, Websphere and DB2 that maintained correct data and supported normal business performance loads.

- Designed and delivered information access and reporting systems using Business Objects, Cognos or similar reporting technology, including the capability for users to run ad hoc queries.

- Experienced in performance tuning and optimization at all levels of web-based application architecture.

- Experienced in architecting secure web-based systems, consistent with the Maryland Information Security Policy and referenced NIST standards.

- Experienced in designing public sector web applications, including usability design for public access and compliance with non-visual accessibility guidelines.

2.10 RETAINAGE

For fixed price deliverables, a retainage of ten percent of each invoice for all fixed price deliverables for a project release will be withheld.

The retainage will be paid for a fixed price enhancement option after a period of 90 days following the date when the release has completed the performance period for acceptance and when the following criteria are met:

- Release has been stable in production

- Technical Standards for All Releases in Section 2.5.2.4 have been met including benchmarks for response time and availability

- Errors reported in Help Desk Calls or otherwise that are attributable to the release have been resolved

- Critical functional defects identified in the release are corrected within 30 days.   A critical defect is a defect that prevents the application from performing a required function.

The retainage will be paid for the Knowledge Transfer and Maintenance Transition when the Knowledge Transfer and Maintenance Transition is completed by the due date.

Note that the warranty continues to apply to a release for one full year following the completion of the performance period for acceptance regardless of the qualification for retainage.

2.11 INVOICING

2.11.1 PAYMENT

Payment will only be made upon completion and acceptance of the deliverables as defined in 2.6.2.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS II Master Contract. Proper invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices for fixed price deliverables will be withheld if a signed Acceptance of Deliverable form – Attachment 9, is not submitted.

The TO Contractor shall submit invoices for payment upon acceptance of separately priced deliverables, on or before the 15th day of the month following receipt of the approved notice(s) of acceptance from the TO Manager.

For fixed price deliverables, a copy of the notice(s) of acceptance shall accompany all invoices submitted for payment.   For time and materials work, the invoice shall list charges and hours by maintenance activity and , for maintenance work order activity, by work order.   Signed time sheets shall be provided as supporting documentation. Materials purchases require prior approval by the TO Manager and the approval and the materials invoice showing the actual cost of the materials purchased shall be submitted with the invoice to MSDE for payment.

2.11.1.1 Transition of Maintenance work to the TO Contractor will be on a fixed price basis.

The payment schedule for the transition of maintenance work will be:

Deliverable Type	Percentage of Total Fixed Price for Project Option	Retainage Payable when standards are met for 90 days following acceptance. Percent of Deliverable Payment	Progress Payment
Knowledge Transfer and Maintenance Transition Plan.	20 %	10%	18%
Completion of Knowledge Transfer and Maintenance Transition.	80%	10%	72%
Retainage			10%

2.11.1.2 Ongoing Maintenance and Maintenance Options will be on a time and materials basis

For purposes of evaluation, the contractor will identify the proposed labor categories for maintenance and propose an hourly rate for each category.

The contractor will make a fixed price proposal for each Project Option as identified in the Statement of Work.

2.11.1.3 Base and Enhancement Options are fixed price

The agency has established the following schedule for progress payments:

Deliverable Type	Percentage of Total Fixed Price for Project Option	Retainage Payable when standards are met for 90 days following acceptance. Percent of Deliverable Payment	Progress Payment
SDLC Project Planning Deliverables	5 %	10%	4.5 %
SDLC Functional Requirements Deliverables	10 %	10%	9 %
SDLC Design Deliverables	15%	10%	13.5%
SDLC Development Artifacts and Integrated, Tested Code Deliverables	15%	10%	13.5%
User Acceptance Testing completed	25%	10%	22.5%
Successful Implementation + 30 Days for Phase	30%	10%	27%

Retainage			10%

2.11.2 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A proper invoice shall identify the Maryland State Department of Education as the TO Requesting Agency, deliverable description, associated TOA number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.

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

      Accounts Payable
      Maryland State Department of Education
      200 West Baltimore Street
      Baltimore, MD 21201-2595

  And a copy to:

      eCCATS Project Manager
      Division of Early Childhood Development
      Maryland State Department of Education
      200 West Baltimore Street
      Baltimore, MD 21201-2595

- Invoices for final payment shall be clearly marked as "FINAL" and submitted when all work requirements have been completed and no further charges are to be incurred under the TOA. In no event shall any invoice be submitted later than 60 calendar days from the TOA termination date.

2.12 MBE PARTICIPATION REPORTS

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS II Master Contract by the 15th day of each month. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to Maryland State Department of Education at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to:

      ATTN: Allan Robinson
      MBE Liaison
      Maryland State Department of Education
      200 West Baltimore Street
      Baltimore, MD 21201-2595

  And a copy to:

      eCCATS Project Manager
      Division of Early Childhood Development
      Maryland State Department of Education
      200 West Baltimore Street
      Baltimore, MD 21201-2595

The Maryland State Department of Education will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices with the check number, amount and date for checks paid to the MBE directly to the TO Procurement Officer and TO Manager.

SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

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

3.2 FORMAT

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

3.2.1 TECHNICAL PROPOSAL

THE TECHNICAL RESPONSE OF THE TASK ORDER PROPOSAL SHALL INCLUDE AND BE ORGANIZED AS FOLLOWS:

A) Proposed Services

    1) Executive Summary: A high level overview of the Master Contractor's understanding of the background, purpose, and objectives of the TORFP. The Executive Summary shall summarize the Master Contractor's capabilities and experience, and summarize the proposed methodology and solution for achieving the objectives of the TORFP.

        a) Background and Capabilities

        b) State's Purpose and Desired Approach for IT Project

    2) Proposed Solution: A detailed narrative of the Master Contractor's proposed methodology and solution for completing the requirements and deliverables in Section 2 - Scope of Work. This section should include a comprehensive schedule of tasks and times frames for completing all requirements and deliverables, including any tasks to be performed by State or third party personnel. The narrative should address the following points:

        a) Requirements Understanding

            (i) The approach the TO Contractor will use for knowledge transfer and to transition the maintenance of the application.

            (ii) The methods the TO Contractor will use to maintain the application at a high quality.

            (iii) The approach the TO Contractor will use to analyze the system and deliver "Option 1 System Improvements for Maintenance and Performance" if the agency approves this option.

            (iv) The approach the TO Contractor will use to deliver subsequent Options for Enhancements should the agency approve one or more of these options.

            (v) The approach the TO Contractor will use to deliver the Point of Service Option including the proposed equipment, maintenance approach and the cost structure for payments (without including specific dollar amounts).

        b) SDLC Understanding

            A brief discussion demonstrating the Master Contractor's understanding of how State agencies should be applying the SDLC methodology to IT Projects.

       c)   Proposed Project Management Methodology

> A brief discussion of how the Master Contractor proposes to manage the project in coordination with the agency.

3) Preliminary Work Breakdown Structure (WBS): A matrix or table that shows a breakdown of the tasks required to complete the requirements and deliverables in Section 2 - Scope of Work. The WBS should reflect the chronology of tasks without assigning specific time frames or start / completion dates. The WBS may include tasks to be performed by the State or third parties as appropriate, for example, independent quality assurance tasks. If the WBS appears as a deliverable in Section 2 – Scope of Work, the deliverable version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.

4) Preliminary Project or Work Schedule: A Gantt or similar chart containing tasks and estimated time frames for completing the requirements and deliverables in Section 2 - Scope of Work. The final schedule should come later as a deliverable under the TO after the TO Contractor has had opportunity to develop realistic estimates. The Project or Work Schedule may include tasks to be performed by the State or third parties as appropriate.

5) Preliminary Risk Assessment: Identification and prioritization of risks inherent in meeting the requirements in Section 2 - Scope of Work. Includes a description of strategies to mitigate risks. If the Risk Assessment appears as a deliverable in Section 2 – Scope of Work, that version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.

6) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal. Master Contractors should avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.

7) Proposed Tools: A description of the tools which will be provided by the TO Contractor for the integrated development environment, application code analysis, database design analysis and query optimization, load testing and performance optimization, configuration management and other technical work.

B) Proposed Personnel

1) Identify and provide resumes for all proposed personnel by labor category. The resume should feature prominently the proposed personnel's skills and experience as they relate to the Master Contractor's proposed solution and Section 2 – Scope of Work.   Describe the TO Contractor's plan to provide additional personnel for maintenance and fixed price options. Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in accordance to Section 2.8.

2) Provide the names and titles of the Master Contractor's management staff who will supervise the personnel and quality of services rendered under this TOA.

3) Complete and provide, at the interview, Attachment 5 – Labor Classification Personnel Resume Summary.

C) MBE Participation

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

D) Subcontractors

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

E) Master Contractor and Subcontractor Experience and Capabilities

The agency reserves the option to conduct independent verification of experience and capabilities.

1) Provide at least three examples of projects or contracts the Master Contractor has completed within the past 5 years that were similar to Section 2 - Scope of Work in terms of project size, scope, technology and complexity. Each example must include contact information for the client organization.   If the agency is unable to contact the client organization, the experience will not be considered. Complete contact information will include the following:

   a) Name of organization.

   b) Point of contact name, title, and telephone number

   c) Services provided as they relate to Section 2 - Scope of Work.

   d) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.

2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:

   a) Name of organization.

   b) Point of contact name, title, and telephone number

   c) Services provided as they relate to Section 2 - Scope of Work.

   d) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.

   e) Dollar value of the contract.

   f) Whether the contract was terminated before the original expiration date.

   g) Whether any renewal options were not exercised.

   Note - State of Maryland experience can be included as part of Section E2 above as project or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

F) Proposed Facility

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

G) State Assistance

   Provide an estimate of expectation concerning participation by State personnel.

H) Confidentiality

   A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

3.2.2 FINANCIAL RESPONSE

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

B) Attachment 1 and / or 1A - Completed Financial Proposal with all rates fully loaded.

SECTION 4 – TASK ORDER AWARD PROCESS

4.1   OVERVIEW

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

4.2   TECHNICAL PROPOSAL EVALUATION CRITERIA

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

- Contractor Experience and Capabilities are consistent with the project requirements and demonstrate the ability to deliver complex web-based transaction processing systems.

- Qualifications of Key Personnel and Proposed Personnel are consistent with the project requirements and demonstrate experience in quality work in architecting, developing, troubleshooting and maintaining complex web-based transaction processing systems.

- Proposed Solution provides a clear and reasonable response to the project requirements and is responsive to the needs of the agency in each of the following areas:

  - The approach the TO Contractor will use for knowledge transfer and to transition maintenance of the application.

  - The methods the TO Contractor will use to maintain the application at a high quality.

  - The approach the TO Contractor will use to analyze the system and deliver "Option 1 System Improvements for Maintenance and Performance."

  - The approach the TO Contractor will use to deliver subsequent Options for Enhancements.

  - SDLC Understanding

  - Proposed Project Management Methodology

- Proposed Tools are reasonable and adequate to meet the needs of the project.

- Contractor facility is adequate to meet the needs of the project.

- Preliminary Work Breakdown Structure is complete and consistent with the project requirements.

- Preliminary Project Schedule is complete and consistent with the project requirements and the needs of the agency.

- Executive Summary is clear, reflects an understanding of the needs of the agency, and describes contractor capabilities that are appropriate to delivery of a successful project.

- Preliminary Risk Assessment is appropriate to the scope and requirements of the project.

- Assumptions are reasonable.

4.3   SELECTION PROCEDURES

A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2.8 and quality of responses to Section 3.2.1 of the TORFP. TO Proposals deemed technically qualified will have their financial proposal considered. All others will be deemed not reasonably susceptible to award and will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.

B) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.   The agency reserves the right to separate the evaluation of the Knowledge Transfer and

Maintenance Transition fixed price proposal in ranking the financial responses.

C) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit shall be weighted at 60% and price shall be weighted at 40%.

COMMENCEMENT OF WORK UNDER A TO AGREEMENT

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

This TORFP Statement of Work groups the project requirements in a series of options.   Work may only be initiated on a project option upon an approval to proceed from the TO Manager.

ATTACHMENT 1A –

<div align="center">

TIME AND MATERIALS PRICE PROPOSAL
FOR CATS II TORFP # R00B9200097

LABOR CATEGORIES

</div>

Labor Categories	A	B	C
	Hourly Labor Rate	Total Class Hours	Total Proposed CATS II TORFP Price
Applications Programmer – Labor Category 10 Total Class Hours are for financial evaluation only.	$	2080	$
Database Management Specialist – Junior – Labor Category 23 Total Class Hours are for financial evaluation only.	$	2080	$
Internet/Intranet Site Developer – Senior – Labor Category 59 Total Class Hours are for financial evaluation only.	$	2080	$
	$		$
	$		$
	$		$
	$		$
Total Evaluated Price			$

_____   _____
Authorized Individual Name   Company Name

_____   _____
Title   Company Tax ID #

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

<div align="center">

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

</div>

ATTACHMENT 1B

FIXED PRICE PROPOSAL FOR CATS II TORFP # R00B9200097

IDENTIFICATION	DELIVERABLE	PROPOSED PRICE APPROVED IN CY 2011 OR EARLIER
2.5.3.1	KNOWLEDGE TRANSFER	

_____ _____

Authorized Individual Name   Company Name

_____ _____

E-Mail Address   Telephone Number

_____ _____

Title   Company Tax ID #

_____ _____

Signature   Date

ATTACHMENT 1C

FIXED PRICE PROPOSAL FOR CATS II TORFP # R00B9200097

Since the timing of each option cannot be specified in the solicitation, vendors may propose up to three prices for each option following the Knowledge Transfer and Maintenance Transition. The price proposal would be based on the timing of the approval to proceed with the option. Options may be approved at any time and in any order.

Identi-fication	Deliverable	Proposed Price		
		Approved in CY2011 or earlier	Approved in CY 2012	Approved in CY 2013 or later
2.5.2.2	Option 1 – Improve System Maintainability and Performance			
2.5.1.1	Option 2 – Correct Essential Records, Administration, Usability, Accounting			
2.5.1.2	Option 3 – Staff Qualifications Process, Credentialing Data Entry			
2.5.1.3	Option 4 – Reporting, Work Management, Licensing Adjustments			
2.5.1.4	Option 5 – Implement Public Portal			
2.5.1.5	Option 6 – Enrollment Data Collection, Interfaces and Reports			
2.5.1.6	Option 7 – Subsidy Payments			
2.5.1.7	Option 8 – Subsidy Case Management			
2.5.1.8	Option 9 – Trainer Support; Expanded Portal			
2.5.1.9	Option 10 – Grant Management			
2.5.1.10	Option 11 – Licensing Process Improvements; Expand Portal			
2.5.1.11	Option 12 – Inspection Interface			
2.5.1.12	Option 13–Expand Department of Human Resources Interface			

Identi-fication	Deliverable	Proposed Price		
		Approved in CY2011 or earlier	Approved in CY 2012	Approved in CY 2013 or later
2.5.1.13	Option 14 – Quality Rating Improvement System			
2.5.1.14	Option 15 – Correct Business Objects Reports			
2.5.1.15	Option 16 – New Business Objects Reports			
2.5.1.16	Option 17A – Point of Service Attendance Reporting: Pilot Implementation at a minimum of five sites A)			
2.5.1.17	Option 17B – Point of Service Attendance Reporting: Rollout and Maintenance for one year, for 2,000 provider locations, and for 250 appliances.			
2.5.2.3	Option 18 - Upgrade J2EE and Websphere			
	Total Proposed Fixed Price			

_____

Authorized Individual Name   Company Name

_____

E-Mail Address   Telephone Number

_____

Title   Company Tax ID #

_____

Signature   Date

SUBMIT THIS AS .PDF WITH THE FINANCIAL RESPONSE

PRICE PROPOSAL SUMMARY
TORFP #R00B9200097

DESCRIPTION	TOTAL COST 2011	TOTAL COST 2011	TOTAL COST 2012	TOTAL COST 2013
MAINTENANCE				
KNOWLEDGE TRANSFER				
OPTIONS 1-18				
TOTAL EVALUATED COST				

_____
Authorized Individual Name   Company Name

_____
E-Mail Address   Telephone Number

_____
Title   Company Tax ID #

_____
Signature   Date

SUBMIT THIS AS .pdf WITH THE FINANCIAL RESPONSE

TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS II TORFP # R00B9200097

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

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

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

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

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 1

CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

This document shall be included with the submittal of the Offeror's TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the Offeror's TO Proposal is not reasonably susceptible of being selected for award.

In conjunction with the offer submitted in response to TORFP No. R00B9200097, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of ____ percent and, if specified in the TORFP, sub-goals of ____ percent for MBEs classified as African American-owned and ____ percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

<div align="center">OR</div>

   After having made a good faith effort to achieve the MBE participation goal, I conclude that I am unable to achieve it. Instead, I intend to achieve an MBE goal of _____ percent and request a waiver of the remainder of the goal. If I am selected as the apparent TO Agreement awardee, I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.

2. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment 2 - Form D-2) with the proposal.

3. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.

4. I understand that if I am notified that I am the apparent TO Agreement 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 D-3)

   (b) Subcontractor Project Participation Statement (Attachment D-4)

   (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)

   (d) Any other documentation required by the TO Procurement Officer to ascertain Offeror's responsibility in connection with the certified MBE participation goal.

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

5. 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.

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.

_____   _____

Offeror Name   Signature of Affiant

_____   _____

Address   Printed Name, Title

_____

_____

_____

_____

Date

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS
FORM D – 2

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE

This document shall be included with the submittal of the TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the TO Proposal is not reasonably susceptible of being selected for award.

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number R00B9200097	

List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL MBE PARTICIPATION:	**%**
TOTAL WOMAN-OWNED MBE PARTICIPATION:	**%**
TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:	**%**

Document Prepared By: (please print or type)

Name:_____ Title:_____

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE (CONTINUED)

List Information For Each Certified MBE Subcontractor On This Project
Minority Firm Name   MBE Certification Number
Work To Be Performed/SIC
Percentage of Total Contract
Minority Firm Name   MBE Certification Number
Work To Be Performed/SIC
Percentage of Total Contract
Minority Firm Name   MBE Certification Number
Work To Be Performed/SIC
Percentage of Total Contract
Minority Firm Name   MBE Certification Number
Work To Be Performed/SIC
Percentage of Total Contract
Minority Firm Name   MBE Certification Number
Work To Be Performed/SIC
Percentage of Total Contract
Minority Firm Name   MBE Certification Number
Work To Be Performed/SIC
Percentage of Total Contract

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 3

OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the bid or offer submitted in response to TORFP # R00B9200097, I state the following:

1. Offeror identified opportunities to subcontract in these specific work categories:

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

3. Offeror made the following attempts to contact personally the solicited MBEs:

4. ☐ Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.

    (DESCRIBE EFFORTS)

    ☐ This project does not involve bonding requirements.

5. ☐ Offeror did/did not attend the pre-proposal conference

    ☐ No pre-proposal conference was held.

_____   By: _____
Offeror Name   Name

_____   _____
Address   Title

                                                               _____
                                                               Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 4

Subcontractor Project Participation Statement

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

Provided that _____ is awarded the TO Agreement in
                        (Prime TO Contractor Name)

conjunction with TORFP No. R00B9200097, it and _____,
                                       (Subcontractor Name)

MDOT Certification No. _____ , intend to enter into a contract by which the subcontractor shall:

(Describe work to be performed by MBE):

_____

_____

_____

_____

_____

        ☐   No bonds are required of Subcontractor

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

By: By:

_____   _____
Prime Contractor Signature   Subcontractor Signature

_____   _____
Name   Name

_____   _____
 Title   Title

_____   _____
Date   Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS
FORM D – 5

MINORITY BUSINESS ENTERPRISE PARTICIPATION TO CONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): _____ **Report is due by the 15th of the following month.**	CATS II TORFP #R00B9200097 Contracting Unit _____ Contract Amount_____ MBE Sub Contract Amt_____ Contract Begin Date_____ Contract End Date_____ Services Provided_____

Prime TO Contractor:	Contact Person:	
Address:		
City:	State:	ZIP:
Phone:	FAX:	
Subcontractor Name:	Contact Person:	
Phone:	FAX:	

Subcontractor Services Provided:

List all unpaid invoices over 30 days old received from the MBE subcontractor named above:

1.

2.

3.

Total Dollars Unpaid: $_____

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

(TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)	ALLAN ROBINSON, MBE LIASION MARYLAND STATE DEPARTMENT OF EDUCATION 200 WEST BALTIMORE STREET BALTIMORE, MD 21201 arobinson@msde.state.md.us

Signature:_____ Date:_____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS
FORM D – 6
MINORITY BUSINESS ENTERPRISE PARTICIPATION SUBCONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): __/_____ **Report Due By the 15th of the following Month.**	CATS II TORFP #R00B9200097 Contracting Unit _____ Contract Amount_____ MBE Sub Contract Amt_____ Contract Begin Date_____ Contract End Date_____ Services Provided_____

MBE Subcontractor Name:
MDOT Certification #:
Contact Person:
Address:

City:	State:	ZIP:

Phone:	FAX:

Subcontractor Services Provided:

List all payments received from Prime TO Contractor during reporting period indicated above. 1. 2. 3. **Total Dollars Paid: $_____**	**List dates and amounts of any unpaid invoices over 30 days old.** 1. 2. 3. **Total Dollars Unpaid: $_____**

Prime TO Contractor: Contact Person:

Return one copy of this form to the following address:

(TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)	ALLAN ROBINSON, MBE LIASION MARYLAND STATE DEPARTMENT OF EDUCATION 200 WEST BALTIMORE STREET BALTIMORE, MD 21201 arobinson@msde.state.md.us

Signature:_____ Date:_____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS II TORFP# ADPICS PO Number OF MASTER CONTRACT #060B9800035

This Task Order Agreement ("TO Agreement") is made this day of Month, 200X by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, TO Requesting Agency.

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:

    a. "Agency" means the TO Requesting Agency, as identified in the CATS II TORFP # ADPICS PO.

    b. "CATS II TORFP" means the Task Order Request for Proposals # ADPICS PO, dated MONTH DAY, YEAR, including any addenda.

    c. "Master Contract" means the CATS II Master Contract between the Maryland Department of Information Technology and TO Contractor dated MONTH DAY, YEAR.

    d. "TO Procurement Officer" means TO Procurement Officer. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.

    e. "TO Agreement" means this signed TO Agreement between TO Requesting Agency and TO Contractor.

    f. "TO Contractor" means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is _____.

    g. "TO Manager" means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.

    h. "TO Proposal - Technical" means the TO Contractor's technical response to the CATS II TORFP dated date of TO Proposal – Technical.

    i. "TO Proposal – Financial" means the TO Contractor's financial response to the CATS II TORFP dated date of TO Proposal - Financial.

    j. "TO Proposal" collectively refers to the TO Proposal – Technical and TO Proposal – Financial.

2. Scope of Work

2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or super-cede the Master Contract.

2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS II TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:

    a. The TO Agreement,

    b. Exhibit A – CATS II TORFP

    c. Exhibit B – TO Proposal-Technical

    d. Exhibit C – TO Proposal-Financial

2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or

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

3.   Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS II TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of _____, commencing on the date of Notice to Proceed and terminating on Month Day, Year.

4.   Consideration and Payment

4.1   The consideration to be paid the TO Contractor shall be done so in accordance with the CATS II TORFP and shall not exceed $_____.   Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.

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

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

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

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

TO Contractor Name

_____   _____

By: Type or Print TO Contractor POC   Date

Witness: _____

<div align="center">STATE OF MARYLAND, TO Requesting Agency</div>

_____   _____
By: insert name, TO Procurement Officer   Date

Witness: _____

ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

A) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C) The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

E) The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

Date:_____   By:_____

(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B9800035.

2. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS II TORFP process.

3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. This summary is required at the time of the interview.

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

4. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.

5. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.

6. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (CONTINUED)

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

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

Contractor's Contract Administrator:

_____   _____
Signature   Date

Proposed Individual:

_____   _____
Signature   Date

SUBMIT WITH TECHNICAL PROPOSAL

SIGNATURE REQUIRED AT THE TIME OF THE INTERVIEW

ATTACHMENT 6 – DIRECTIONS

TO THE PRE-TO PROPOSAL CONFERENCE

The Pre-Proposal Conference will be held:

Monday, June 14, 2010
Maryland State Department of Education
200 West Baltimore Street Baltimore, MD 21201
8th Floor, CR 6 @ 1:00 PM

From Interstate 95 (Washington, D. C.)

95 to Exit 53 – "Route 395 North/Downtown". On 395, take exit "Downtown/Inner Harbor", which is the left lane. Stay in left lane. "Downtown/Inner Harbor" exit becomes Howard Street. Cross Conway, Camden, and Pratt Streets. After Pratt, get in the right lane. Cross Lombard Street, turn right at next light which is Baltimore Street. You can turn right from both lanes, but the left lane of Howard Street puts you into the left lane of Baltimore Street and gives easy access to the parking lot, and directly across from the First Mariners Arena (Formerly the Baltimore Arena).

From Interstate 95 (North of Baltimore—Philadelphia/New York)
95 South to Baltimore. Pass the exits to 695 – Baltimore Beltway. As soon as you pass the 695 exits, get in the right two lanes. Stay to the right and follow signs to 95 South/Ft. McHenry Tunnel. (The left two lanes go to 895 and the "old" Harbor Tunnel.) When you exit the Ft. McHenry tunnel stay on the right and take the first exit – 395/Baltimore/Downtown. On the exit ramp you should begin to move to the left and continue to follow the signs that say "Downtown/Inner Harbor". Downtown/Inner Harbor" exit becomes Howard Street. Cross Conway, Camden, and Pratt Streets. After Pratt, get in the right lane. Cross Lombard Street, turn right at next light which is Baltimore Street. You can turn right from both lanes, but the left lane of Howard Street puts you into the left lane of Baltimore Street and gives easy access to the parking lot next to the building. MSDE is in the middle of the block, on the left, right next to the parking lot, and directly across from the First Mariners Arena (formerly the Baltimore Arena).

From Annapolis – Route 50
Route 50 West to Route 97 North to Baltimore to exit "695 (Baltimore Beltway) West" to Baltimore. Exit 7B from the Beltway to Baltimore-Washington Parkway "295 North to Baltimore". Follow directions below for 295 North to Baltimore.

From the Baltimore-Washington Parkway (Route 295)
295 North to Baltimore – all the way into Baltimore City. The name of the road/street changes from BW Parkway to Russell Street to Paca Street. As you come into the city you will pass the site of the new Camden Yards (Oriole Ballpark) on the right, you will cross Pratt Street, Lombard Street, and Redwood Street. At Baltimore Street turn right. Cross Eutaw Street and Howard Street. MSDE is in the middle of the block, on the left, right next to the parking lot, and directly across from the lst Mariners Arena (Formerly the Baltimore Arena).

ATTACHMENT 7 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name
TO Contractor Mailing Address

Re: CATS II Task Order Agreement #ADPICS PO

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Mr. / Ms. _____ of _____ (Agency Name) will serve as the TO Manager and your contact person on this Task Order. He / She can be reached at telephone _____.

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

Sincerely,

TO Procurement Officer
Task Order Procurement Officer

Enclosures (2)

cc: TO Manager
    Procurement Liaison Office, Department of Information Technology
    Project Management Office, Department of Information Technology

ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: Project Name for TORFP

TO Agreement Number: #ADPICS PO

Title of Deliverable: _____

TORFP Reference Section #   _____

Deliverable Reference ID # _____

Name of TO Manager: TO Manager

_____   _____

TO Manager Signature   Date Signed

Name of TO Contractor's Project Manager: _____

_____   _____

TO Contractor's Project Manager Signature   Date Signed

SUBMIT AS REQUIRED IN SECTION 2.5.3 OF THE TORFP.

ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: TO Requesting Agency

TORFP Title: TORFP Project Name

TO Manager: TO Manager and Phone Number

To:

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

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

☐ Is accepted as delivered.

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

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

_____   _____
TO Manager Signature   Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.5.3 OF THE TORFP.

ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this ___ day of _____ 200_, by and between _____ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as " the State").

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

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received, except in connection with the preparation of its TO Proposal.

2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.

3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to TO Procurement Officer, TO Requesting Agency on or before the due date for Proposals.

4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.

5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.

6. This Agreement shall be governed by the laws of the State of Maryland.

7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than $20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.

8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____   BY: _____

NAME: _____   TITLE: _____

ADDRESS:_____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made as of this ___ day of _____, 200__, by and between the State of Maryland ("the State"), acting by and through its TO Requesting Agency (the "Department"), and _____ ("TO Contractor"), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the "TO Agreement") for TORFP Title TORFP No. ADPICS PO dated _____, (the "TORFP) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B9800035; and

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

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

1. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.

2. TO Contractor shall not, without the State's prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor's Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor's Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.

3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor's performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.

4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.

5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor's Personnel or the TO Contractor's former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).

6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.

7. A breach of this Agreement by the TO Contractor or by the TO Contractor's Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.

8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.

9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.

10. The parties further agree that:

    a. This Agreement shall be governed by the laws of the State of Maryland;

    b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;

    c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;

    d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;

    e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and

    f. The Recitals are not merely prefatory but are an integral part hereof.

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

Name:_____   Name: _____

Title:_____   Title:_____

Date: _____   Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 12 – TO CONTRACTOR SELF-REPORTING CHECKLIST

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

Master Contractor:	
Master Contractor Contact / Phone:	
Procuring State Agency Name:	
TO Title:	
TO Number:	
TO Type (Fixed Price, T&M, or Both):	
Checklist Issue Date:	
Checklist Due Date:	

Section 1 – Task Orders with Invoices Linked to Deliverables
A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria?   **Yes** ☐   **No** ☐ **(If no, skip to Section 2.)**
B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal?   **Yes** ☐   **No** ☐ **(If no, explain why)** _____
C) Is the deliverable acceptance process being adhered to as defined in the TORFP?   **Yes** ☐   **No** ☐ **(If no, explain why)** _____
Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials
A) If the TO involves material costs, are material costs passed to the agency without markup by the Master Contractor?   **Yes** ☐   **No** ☐ **(If no, explain why)** _____
B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal?   **Yes** ☐   **No** ☐ **(If no, explain why)** _____
C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices?   **Yes** ☐   **No** ☐ **(If no, explain why)** _____

Section 3 – Substitution of Personnel
A) Has there been any substitution of personnel? **Yes** ☐   **No** ☐   **(If no, skip to Section 4.)**
B) Did the Master Contractor request each personnel substitution in writing? **Yes** ☐   **No** ☐   **(If no, explain why)** _____
C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel? **Yes** ☐   **No** ☐   **(If no, explain why)** _____
D) Was the substitute approved by the agency in writing? **Yes** ☐   **No** ☐   **(If no, explain why)** _____
Section 4 – MBE Participation
A) What is the MBE goal as a percentage of the TO value? **(If there is no MBE goal, skip to Section 5)**   **%**
B) Are MBE reports D-5 and D-6 submitted monthly? **Yes** ☐   **No** ☐   **(If no, explain why)** _____
C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO)   **%** **(Example - $3,000 was paid to date to the MBE sub-contractor; $10,000 was paid to date on the TO; the MBE percentage is 30% (3,000 ÷ 10,000 = 0.30))**
D) Is this consistent with the planned MBE percentage at this stage of the project? **Yes** ☐   **No** ☐   **(If no, explain why)** _____
E) Has the Master Contractor expressed difficulty with meeting the MBE goal? **Yes** ☐   **No** ☐ **(If yes, explain the circumstances and any planned corrective actions)** _____

Section 5 – TO Change Management
A) Is there a written change management procedure applicable to this TO?   **Yes** ☐ **No** ☐ **(If no, explain why)** _____

B) Does the change management procedure include the following?
 	
      Yes ☐ **No** ☐ Sections for change description, justification, and sign-off
      Yes ☐ **No** ☐ Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements)
      Yes ☐ **No** ☐ A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)

C) Have any change orders been executed?   **Yes** ☐ **No** ☐   **(If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)**   _____
D) Is the change management procedure being followed?   **Yes** ☐ **No** ☐ **(If no, explain why)** _____

ATTACHMENT 13 – LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____

Name of Contractor _____

Address_____

City_____ State_____ Zip Code_____

If the Contract is Exempt from the Living Wage Law

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

__ Bidder/Offeror is a nonprofit organization

__ Bidder/Offeror is a public service company

__ Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than $500,000

__ Bidder/Offeror employs more than 10 employees and the proposed contract value is less than $100,000

If the Contract is a Living Wage Contract

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

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

__ All employee(s) proposed to work on the State contract will spend less than one-half of the employee's time during every work week on the State contract;

__ All employee(s) proposed to work on the State contract will be 17 years of age or younger during the duration of the State contract; or

__ All employee(s) proposed to work on the State contract will work less than 13 consecutive weeks on the State contract.

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____
Witness Signature & Date: _____

EXHIBIT A

TO CONTRACTOR'S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE CONFIDENTIAL INFORMATION

Printed Name and Address
of Employee or Agent

Signature

Date

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____