



**CONSULTING AND TECHNICAL SERVICES II (CATS II)
TASK ORDER REQUEST FOR PROPOSALS (TORFP)**

**SCYFIS SYSTEM ENHANCEMENT, MAINTENANCE
AND HOSTING TORFP**

CATS II TORFP # DEXB0400013

**GOVERNOR'S OFFICE FOR CHILDREN
ON BEHALF OF THE CHILDREN'S CABINET**

ISSUE DATE: 03/17/2010

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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:	SCYFIS System Enhancement, Maintenance and Hosting
Functional Area:	Software Engineering (FA 5)
TORFP Issue Date:	03/17/2010
Closing Date and Time:	04/14/2010 at 02:00 PM EST
TORFP Issuing Agency:	Governor's Office for Children (GOC), on behalf of the Children's Cabinet
Send Questions and Proposals to:	Scott Finkelsen, Procurement Officer sfinkelsen@goc.state.md.us
TO Procurement Officer:	Scott Finkelsen Office Phone Number: 410-767-6243 Office FAX Number: 410-333-5248
TO Manager:	Antoinette Thomas Office Phone Number: 410-767-6242 Office FAX Number: 410-333-5248
TO Project Number:	DEXB0400013
TO Type:	Time and materials – Not to exceed \$575,000 (Five hundred seventy-five thousand dollars) per Contract Year
Period of Performance:	7-1-2010 TO 6-30-2013 3 Years with Optional One-Year renewal (State Option) with the 4th option year (partial year) ending on 5-31-2014
MBE Goal:	35 percent
Small Business Reserve (SBR):	No
Primary Place of Performance:	TO Contractor
TO Pre-proposal Conference:	Governor's Office for Children 301 W. Preston Street Suite 1502 Baltimore, MD 21201 03-30-2010 at 01:00/PM – 03:00/PM EST See Attachment 5 for Directions

CATS TORFP PROJECT NUMBER # DEXB0400013

SCYFIS System Enhancement, Maintenance and Hosting TORFP

PRE-PROPOSAL CONFERENCE RESPONSE FORM

A pre-proposal conference will be held on March 30, 2010 at 01:00 PM – 03:00 PM EST at 301 W. Preston Street, Suite 1502, Baltimore, MD 21201. Please complete and return or fax this form by 02:00 PM EST on March 25, 2010, indicating whether or not you plan to attend.

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

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

_____ Other (Specify) _____

Print or Type

NAME OF COMPANY: _____

ADDRESS OF COMPANY: _____

E-MAIL: _____

PRIMARY CONTACT _____

THE FOLLOWING REPRESENTATIVES WILL BE IN ATTENDANCE:

- 1) _____
- 2) _____
- 3) _____

SIGNATURE: _____ **DATE:** _____

TELEPHONE: _____ **Fax No.** _____

Return or Fax to: Governor's Office for Children
 Attention: SCYFIS TORFP
 301 W. Preston Street, Suite 1502
 Baltimore, MD 21201
Fax: 410-333-5248

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 upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific TOA, Attachment 3, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO 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** to sfinkelsen@goc.state.md.us as two attachments in MS Word [**protected for NO Change (read only)**] format. The "subject" line in the e-mail submission shall state the **TORFP #DEXB0400013**.

- The first file will be the TO Proposal technical response to this TORFP and titled, "**CATS II TORFP #DEXB0400013 Technical**".
- The second file will be the financial response to this CATS II TORFP and titled, "**CATS II TORFP #DEXB0400013 Financial**".
- The following proposal documents must be submitted with required signatures as **Adobe .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
 - Attachment 16 – Service Level Expectations

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 may be available for potential Master Contractors to review at a reading room at 301 W. Preston Street, Suite 1502, Baltimore, MD 21201. Master Contractors who review such documentation will be required to sign a Non-Disclosure Agreement (Master Contractor) 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

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.

1.10 PRE-PROPOSAL CONFERENCE

A pre-proposal conference (Conference) will be held on **March 30, 2010, beginning at 1:00 PM**, at GOC, 301 West Preston Street, Suite 1502, Baltimore, MD 21201. Attendance at the pre-proposal conference is not mandatory, but all interested Master Contractors are encouraged to attend in order to facilitate better preparation of their proposals.

As promptly as is feasible subsequent to the Conference, a summary of the Conference and all questions and answers known at that time will be distributed to all prospective Master Contractors known to have received a copy of this TORFP.

In order to assure adequate seating and other accommodations at the Pre-Proposal Conference, it is requested that **by 2:00 PM on March 25, 2010**, all potential Master Contractors planning to attend must return the Pre-Proposal Conference Response Form. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, it is requested that at least five days advance notice be provided. GOC will make reasonable efforts to provide such special accommodation.

1.11 QUESTIONS

Written questions from prospective Master Contractors will be accepted by the TO Procurement Officer prior to the pre-proposal conference. If possible and appropriate, such questions will be answered at the pre-proposal conference. (No substantive question will be answered prior to the pre-proposal conference.) Questions may be submitted by mail, facsimile, or preferably, by e-mail to the TO Procurement Officer. Questions, both oral and written, will also be accepted from prospective Master Contractors attending the Pre-Proposal Conference. If possible and appropriate, these questions will be answered at the Pre-Proposal Conference.

Questions will also be accepted subsequent to the Pre-Proposal Conference and should be submitted in a timely manner prior to the proposal due to the TO Procurement Officer. Time permitting answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all vendors who are known to have received a copy of the TORFP.

1.12 REVISIONS TO THE TORFP

If it becomes necessary to revise this TORFP before the due date for proposals, amendments will be provided to all prospective Master Contractors who were sent this TORFP or otherwise are known by the TO Procurement Officer to have obtained this TORFP. In addition, amendments to the TORFP will be posted on the GOC and DOIT Procurements web page. Amendments made after the due date for proposals will be sent only to those Master Contractors who submitted a timely proposal.

Acknowledgment of the receipt of all amendments to this TORFP issued before the proposal due date must accompany the Master Contractor's proposal in the Transmittal Letter accompanying the Technical Proposal submittal. Acknowledgement of the receipt of amendments to the TORFP issued after the proposal due date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Master Contractor from complying with all terms of any such amendment.

1.13 CANCELLATIONS; DISCUSSIONS

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

1.15 ABBREVIATIONS AND DEFINITIONS

For purposes of this TORFP, the following abbreviations or Terms have the meanings indicated below:

1. **Consulting and Technical Services II (CATS II)** – The Request for Proposals (RFP) for the Department of Information Technology, Project Number 060B9800035, dated September 22, 2008, including any amendments. Available online at <http://doit.maryland.gov/contracts/Pages/CATSIIrfp.aspx>.
2. **Contract** – The contract entered into between GOC, on behalf of the Children’s Cabinet, and the selected Master Contractor responding to this TORFP. The TO Contract will include all general State terms and conditions, and will incorporate the entire TORFP and the CATS II RFP, including any addenda, and all or indicated portions of the selected Master Contractor’s proposal.
3. **GOC** – The Governor’s Office for Children.
4. **Proposal** – The technical and financial response provided by Master Contractors in response to this TORFP.
5. **SCYFIS** – State Children Youth and Families Information System.
6. **TORFP** – This solicitation document describing all specifics regarding the performance of IT services as required by GOC, on behalf of the Children’s Cabinet.

See Section 1.3 of the (CATS II) RFP for additional abbreviations and definitions.

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

The Governor's Office for Children ("GOC") on behalf of the Children's Cabinet is issuing this CATS II TORFP to obtain a qualified TO Contractor to provide web hosting as well as to maintain and improve the State Children Youth and Families Information System ("SCYFIS") on a time and material basis.

GOC intends to award one Contract to a single TO Contractor. To do this job effectively, the TO Contractor must be capable of demonstrating expertise in developing, enhancing and maintaining existing web applications.

2.2 REQUESTING AGENCY BACKGROUND

GOC coordinates child and family-oriented care within the State's child-serving agencies by emphasizing prevention, early intervention and community-based services for all children and families. The GOC leads the development of a three-year plan establishing goals and strategies for delivery of integrated services to children and families.

The Children's Cabinet, chaired by the Executive Director for the GOC includes: the Departments of Health and Mental Hygiene, Human Resources, Juvenile Services, Budget and Management, Disabilities, the Maryland State Department of Education, and other agencies designated by the Governor.

The Children's Cabinet:

- Promotes the vision of the State for a stable, safe, and healthy environment for children and families;
- Provides a regular forum for State agencies responsible for implementing the vision of the State to meet and develop coordinated policy recommendations for the Governor; and
- Prepares and annually updates a Three-Year Children's Plan establishing priorities and strategies for the coordinated delivery of State interagency services for children and families.

The GOC convenes the State agencies, local partners, and community stakeholders to develop policies and initiatives which reflect the priorities of the Governor and the Children's Cabinet and which improve services for Maryland's children and youth. GOC informs the collective and specific work of the Children's Cabinet by developing and supporting an interagency data management system, collecting and analyzing additional data, and reporting to the Children's Cabinet, the General Assembly, and other stakeholders on the progress of Maryland's children.

2.3 ROLES AND RESPONSIBILITIES

The responsibility of the TO Contractor under this TORFP shall consist of the following:

1. Identifying a Project Manager as key contact on this project;
2. Providing, on a continual basis for all assigned tasks, the personnel required in this TORFP within the timeframe required as specified by the TO Manager;
3. Developing/enhancing and maintaining the SCYFIS web application modules and reports;
4. Providing and maintaining a separate production, testing and training environment;
5. Providing and maintaining both a primary and a warm hosting site;
6. If required, work after normal business hours as determined by deadlines or special circumstances. Occasionally, work might need to take place on the weekends or evenings; and
7. Obtaining written permission from the TO Manager prior to sharing future and current projects with any entities including, other State agencies/services. GOC must be acknowledged in writing on the final shared

product when used by other State agencies/services

Work to be accomplished by the TO Contractor personnel under this TORFP shall include the following:

1. Providing application development, database administration and web-based expertise to GOC;
2. Performing software (application & database) development, modifications, testing and implementation;
3. Preparing documentation to describe new or changed processes;
4. Providing *ad hoc* assistance to the GOC administrative staff and clients; and
5. Providing troubleshooting support for SCYFIS

2.4 PROFESSIONAL DEVELOPMENT

Technology continuously changes. The TO Contractor must ensure continuing education opportunities for the personnel provided under this Contract. This education would be associated with the technologies currently utilized by the GOC or anticipated to be implemented by GOC in the near future. With GOC prior written approval, the time allocated to these continuing education activities for staff deployed to GOC on a full-time basis may be charged to this task order. Actual course costs are the responsibility of the TO Contractor.

2.5 PROJECT BACKGROUND

2.5.1 SYSTEM BACKGROUND AND DESCRIPTION

The SCYFIS web application was developed in 2003 to help Maryland keep track of interagency services provided to children and their families. SCYFIS primary users are case workers, hospital workers, State agencies, service providers, and the general public to allow for:

1. Service providers to plan for and manage services for children and family;
2. Psychiatric hospitals to communicate with each other in order to plan for children in State custody to be discharged from psychiatric hospitals;
3. State agencies to provide oversight on licensed homes and children in care while measuring the outcome of services;
4. Licensing agencies staff to review and approve provider licensing; and
5. General public to identify list of services specific to the needs of children and families.

The SCYFIS system currently has several modules including:

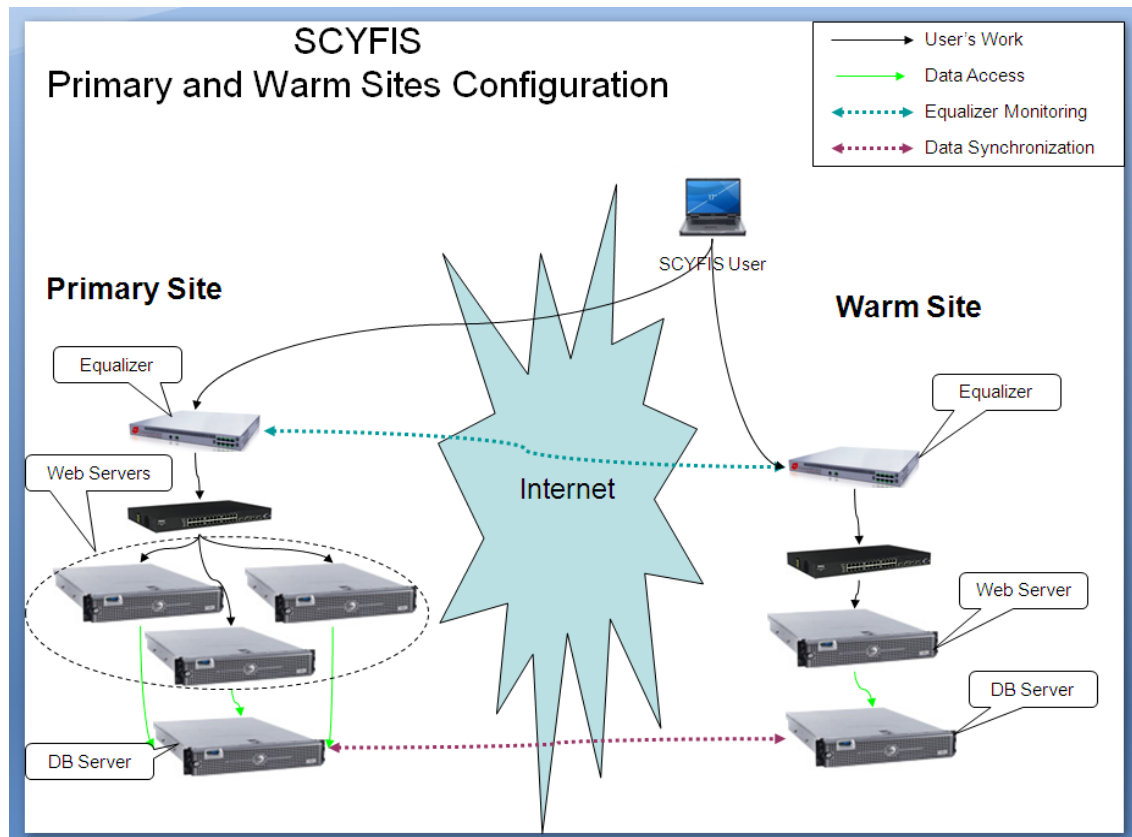
1. Local Coordinating Council/State Coordinating Council (“LCC/SCC”)
2. Community Service Initiative/Rehab Option/Grand Spending Plan (“CSI/Rehab Option/GSP”)
3. Psychiatric Hospitalization Tracking System for Youth (“PHTSY”)
4. Interagency Family Preservation Service (“IFPS”)
5. Children Services Outcomes Management System (“CSOMS”)
6. Child and Adolescent Needs and Strengths (“CANS”)
7. Group Home Licensing Process/Single Point of Entry (“GHLP/SPE”)
8. Resource Directory

All modules are in Operations and Maintenance phase.

2.5.2 CURRENT SYSTEM DESCRIPTION

1. All SCYFIS users have access to the system 365 days/year, 24 hours/day, 7 days/week. There are approximately 2500 active users with role-based access to the system.
2. Physical Architecture and Hardware/Software Specification:

- a. There are currently four (4) SCYFIS environments including production, testing, training and development. The primary production data center (“primary”) site is located in Reston, Virginia with a warm site in San Diego, California.
- b. At the primary site, there are three (3) web servers serving up the SCYFIS website with a CoyotePoint Equalizer 450 Si (load balancer) to balance user requests across the three web servers. Additionally, there is a database server with a disk array of RAID 1 and RAID 5 serving as the database storage and database log storage.
- c. At the warm site, there is one (1) web server and one (1) database server. The two database servers use Microsoft SQL Server 2005 for storing and retrieving all SCYFIS data.



- d. The internet servers are currently running Microsoft IIS (Internet Information Server) version 6.0 as the web server. CleverEngine™ is used for data entry forms and data input validation. Jspell is used for spell-checking on some data entry forms. Reliability Availability and Serviceability (“RAS”) is used for generating all user reports. Crystal Report version 11 is used for report development.
- e. Web applications are written primarily in Microsoft technologies, currently Microsoft Visual Basic Script.
- f. The production servers are currently running on HP Proliant DL360 and DELL Power Edge 1850 servers.
- g. System software includes Microsoft Internet Information Services (IIS) 6.0, Jspell, RAS, CleverEngine, and Crystal Report.
- h. The desktop platform uses Windows XP.

Production System (Primary Site)

- i. Hardware: HP Proliant DL360 and Dell Power Edge 1850
- ii. Operating System: Windows 2003 Server
- iii. System Software: IIS, Jspell, RAS, CleverEngine, and SQL Server 2005*
- iv. Data Management System: SQL Server 2005 Server *

**Only on database server*

3. **Database Design:** SQL Server 2005 is the database management system use for SCYFIS. The SCYFIS system is currently composed of approximately two (2) separate databases, five hundred forty-two (542) tables, two hundred eighty-one (281) stored procedures, and database size of one thousand, two hundred eighty-three (1283) megabytes. This information excludes the CleverEngine software.
4. **Application Modules:** The SCYFIS system uses a commonality between modules which standardizes the implementation of certain business rules, promotes code reuse and reduces application development time. However, maintenance of this system requires sophisticated analysis of its design principles to maintain the integrity of the system.
5. **Proprietary application:** SCYFIS utilizes a vendor proprietary application called CleverEngine.
 - a. CleverEngine is used on the web servers for rendering all data entry forms, validating data input, and saving data to the back-end database server. CleverEngine allows for increasing programmers' productivity and reducing maintenance cost, which will introduce quick change to functionalities.
 - b. The current executable (compiled) version of CleverEngine will be accessible to the TO Contractor for the sole purpose of further developing SCYFIS.
6. **Source Code and Data:**
 - a. The State is the sole and exclusive owner of the SCYFIS source code and future development and enhancement of the SCYFIS system, including all rights related to or derived from such ownership. The TO Contractor shall have no ownership, copyright, royalty, or licensing rights to the application and its source code during the term of and beyond the termination of this Contract or any other contract with the Contractor. This provision explicitly survives the termination of this Contract.
 - b. The State is the sole and exclusive owner of all data collected within the SCYFIS system.
7. **External System Interfaces:** The SCYFIS system is currently being interfaced with a University of Maryland system to reduce data entry in the CSOMS, CANS and Resource Directory for treatment foster care providers.

2.6 REQUIREMENTS

2.6.1 FUNCTIONAL/BUSINESS REQUIREMENTS

2.6.1.1 PROJECT MANAGEMENT REQUIREMENTS

The TO Contractor shall use a State-approved Project Management methodology proposed in response to this TORFP. The use of the agency's System Development Life Cycle ("SDLC"), modeled on the State's, is required.

Specific TO Contractor requirements include the following:

1. The TO Contractor shall provide a project manager ("PM") available via phone, fax and email. The project manager will have a detailed knowledge of managed solutions, be able to handle service requests and issue escalation, and provide a clear hand-off to other support personnel. The TO Contractor PM will interface

with the TO Manager unless otherwise directed. The resume of the PM shall be included in the technical proposal.

2. The TO Contractor shall provide a comprehensive project workplan within twenty (20) calendar days of the receipt of the NTP. The project work plan will, at a minimum, include fields to track the task, resource, planned start date, revised start date, actual start date, planned end date, revised end date, actual end date, percent complete, and task dependencies. The project workplan must include all major tasks that will be required to complete the project. The project work plan must be developed using MS Project 2007 or later. GOC will review and approve the project plan, prior to implementation.
3. The TO Contractor shall be responsible for developing and maintaining a Communications Plan that serves as the guideline to manage communications across the enterprise including status reporting and other key communications. The TO Contractor will develop a draft Communication Plan for the TO Manager's review and comment within fifteen (15) calendar days of the NTP. The Communications Plan shall be submitted in draft form to the TO Manager for review. The final Communications Plan shall be issued within five (5) business days of the receipt of the TO Manager's comments.
4. Master Contractors shall submit a Staffing Plan including an organizational chart showing how the Master Contractor proposes to staff the project. The Staffing Plan must name key personnel and clearly describe all resource requirements (all personnel including, but not limited to, title, function, etc.) and roles, and responsibilities. The TO Contractor shall deliver a final Staffing Plan within fifteen (15) calendar days from the Notice to Proceed ("NTP"). Review and updates to this plan are expected periodically, at a minimum every six (6) months or when any changes occur.
5. Master Contractors shall produce a detailed description of their security plan include but not be limited to patch updates, intrusion prevention and detection, physical security of the primary and secondary hosting sites, physical security of backups, and reporting requirements should a security breach be detected. Review and updates to this plan are expected periodically, at a minimum every six (6) months or when any changes occur. All updates to the plan shall be approved by the TO Manager.
6. Master Contractors must produce detailed description of their project management methodology addressing, at a minimum, the following:
 - a. Issue management and resolution;
 - b. Risk management and mitigation;
 - c. Resource management and deployment approach;
 - d. Automated tools, including application of software solutions;
 - e. Project management--work breakdowns, schedules, milestones, and resources;
 - f. Document repository and control;
 - g. Calendar of events and deadlines;
 - h. Decision support and prioritization;
 - i. Project deliverable review procedures; and
 - j. Reporting of status and other regular communications with GOC, including a description of the Master Contractor's proposed method for ensuring adequate and timely reporting of information to the TO Manager.
7. Master Contractors shall produce a detailed description of their security plan include but not limited to patch updates, intrusion prevention and detection, physical security of the primary and warm hosting sites, physical security of backups, and reporting requirements should a security breach be detected.
8. Master Contractors shall produce a draft Implementation Plan identifying the process for acquiring the SCYFIS system and going live.
 - a. The TO Contractor shall include in their plan their strategy for integration of the executable (compiled) version of CleverEngine, into their development environment for further enhancement of the SCYFIS system without interruption in service.

- b. This deliverable shall describe plans for communications, user hardware/software requirements, roll-out approach, implementation support and minimal service reduction strategy. The final plan shall be due thirty (30) calendar days prior to the expected implementation date. GOC will review and approve the project plan, prior to implementation.
 - c. After the TO Contract is awarded, the TO Contractor will be expected to transition the SCYFIS system with minimal interruption in service.
9. The TO Contractor must produce a long-range Transition Plan that outlines the transition of the duties, and functions including maintenance and hosting within one hundred twenty (120) calendar days of the NTP. The TO Contractor must develop an outline of the proposed content of the Transition Plan for GOC review and comment. The Transition Plan shall be submitted in draft form to the TO Manager for review. The final Transition Plan will be issued within five (5) business days of the receipt of the TO Manager's comments.
- a. The TO Contractor shall use agency-accepted standard software tools to define hardware requirements, including capacity confirmation and volume analysis; during system modification activities to confirm that necessary capacity are available to the State for operation of the system.
 - b. The TO Contractor shall NOT use any proprietary, exclusive-use, or limited-license software without previous written approval from the TO Manager.
 - c. The TO Contractor shall provide written documentation of the deliverable sign-off procedures. The TO Contractor shall produce sign-off templates. Both the procedures and templates must be approved in writing by the State.
 - d. The TO Contractor shall maintain a project library. At a minimum, the library will contain copies of the TORFP, contractor proposal, contract and any amendments or modifications, list of dated change releases, and all final work products. This entire library shall be delivered to the State upon conclusion of this contract.

2.6.1.2 WORK ORDER REQUIREMENTS

1. Contract year's activities will be initiated on a work order basis. The maximum number of hours to be utilized are flexible, no minimum or maximum number of hours is guaranteed. Master Contractors shall submit a fully loaded fixed price hourly rate for each year.
2. All work shall be provided via work orders issued by the TO Manager and will be provided on a time basis. Work will be defined and approved in accordance with the work order, and the TO Contractor shall not proceed with any work until after a work order is approved by the TO Manager.
3. The schedule for any given work order will be determined at the time a scope of work is developed with input and approval by the TO Contractor. Progress will be tracked against the schedule and reported by the TO Contractor.
4. A collaboration tool, as approved by the TO Manager (*e.g.*, Sharepoint, Docushare, or other), must be used to track and manage all work performed under this Contract as well as automatically send notification when a project is added or status change. The collaboration tool is a requirement of the TO Contractor in fulfilling the obligations of this Contract.
5. GOC staff must have direct access to the TO Contractor collaboration tool to perform the following activities: make updates, change status, approve/cancel work orders, track status, and extract content directly into either Excel or as a CSV file format.
6. All system configuration after implementation must remain throughout the duration of this Contract unless there is express written approval from the TO Manager for any changes.
7. All work orders shall be assigned and managed through the collaboration tool. Review meetings will be required as deemed necessary by the TO Manager. All work performed by the TO Contractor must be

- captured and detailed in a level of effort (“LOE”) estimate and target due dates for Test and Production.
8. The TO Contractor resources shall be responsible for testing all changes prior to requesting User Acceptance Testing (“UAT”) of GOC. All testing must be approved prior to deployment into the Test, Training and/or Production environments. If estimates, either LOE or target dates, are chronically being missed due to a high number of defects found during the UAT phase, staff replacement actions as defined below may be initiated by GOC.
 9. The price per work order shall be based on direct labor hours expended at the fully loaded hourly rates. The labor rates for the labor category shall be the fully loaded hourly rate that includes all direct, indirect costs, general and administrative, and profit for the TO Contractor. TO Contractor resource management, invoicing, and progress reporting activities shall be included in the fully loaded rate.
 10. Services shall be billed at the level of service (labor category) instead of the personnel performing the services.
 11. The TO Contractor shall maintain existing system operations and availability during implementation and throughout the Contract unless changes are requested by GOC via work order.
 12. The TO Contractor shall adhere to GOC requirements for Web development as referenced in Attachment 15. Future updates to this requirement shall be periodically updated and communicated to the TO Contractor.

Work Orders will be defined to support activities, including but not limited to the following:

1. Contract year’s activities, which may include application changes and features, design and building of enhancements to the site, new development, and or site maintenance.
2. Enhancements to Reporting System requirements, user feedback, policy and procedure changes or GOC and Children’s Cabinet requirements. Providing reports for the Office of the Governor, State Stat, legislators, Children’s Cabinet, etc.
3. Technical upgrades to system technology.
4. Sustaining changes to capitalize on the processing power and business intelligence provided by the SCYFIS system.
5. Production issues/defects that may arise due to expanding processing activities and user community feedback. Production work will take precedence over any other work under this Contract.
6. Support for legislative changes and requirements.
7. Implementation of enhancement based on State-mandated changes, re-engineered business processes, policy changes, and improvements required by users, etc.

Work Orders Process and Supporting Collaboration Tool

1. The TO Contractor’s PM will respond via email/electronic format with an estimate of labor categories, hours, material costs, and time line for this task, if required.
2. The TO Manager will issue an NTP to the TO Contractor via email/electronic format.
3. The task will begin development upon receipt of the NTP.
4. GOC documents the Work Order in the TO Contractor collaboration tool and assigns an initial status (open, hold, approved) and priority (urgent, high, medium, low).
 - a. The task is assessed by the TO Contractor level of effort LOE estimates (hours) and estimated date for User Acceptance Testing UAT.
 - b. GOC at its discretion may provide directions for automatic approval.
5. GOC determines whether or not to proceed with the task. Dialogue with the TO Contractor may ensue. The task will change to approved or cancel/closed status. The task may remain on “hold” status pending further discussion or further review at a later date.
 - a. If approved to proceed, the TO Contractor will complete the assignment in accordance with the Maryland State SDLC.
 - b. The TO Contractor shall design, develop, unit test, install into Test environment and system test.
 - c. The task will be updated by the TO Contractor as it changes stages.
6. When completed through development and testing, the change is turned over to GOC, which will facilitate UAT.

- a. If issues are found, steps 4 and 5 repeat until the changes are deemed “accepted” by GOC.
 - b. The task will be updated by GOC or the TO Contractor as it changes stages.
7. When the task is accepted by GOC, the TO Contractor implement the changes into the production environment.
8. Once the change is installed into the production environment, GOC will facilitate final acceptance and validation of the change.
 - a. If issues are found, steps 4 - 7 are repeated until the changes are deemed “accepted” by GOC.
9. GOC marks the task as Closed in the collaboration tool.

2.6.1.3 CHANGE CONTROL

1. The TO Contractor shall not implement, and the State shall not pay for, functions or changes outside the approved project scope of the Contract or subsequent work order(s). Changes approved prior to a Critical Design Review or prior to an appropriate deliverable such as a Performance Test for Acceptance shall fall within the scope of the original Contract or the work order where the work was directed, the TO Contractor’s proposed solution, and the TO Contractor’s validation of the requirements.
2. The GOC Change Control Board (“CCB”) shall review any user requested changes, and if approved, the TO Manager shall present to the TO Contractor for costs estimates, level of effort, and project and risk assessments. The TO Contractor shall review requested changes, and after evaluation, shall present to the TO Manager an estimate for these requested changes. For any approved changes, the TO Manager shall provide an NTP. The TO Contractor shall schedule releases that incorporate the approved set of changes. The changes shall require acceptance testing in the development and testing environment prior to release to the production environment.
3. If the TO Contractor is required to perform additional work or there is a work reduction due to unforeseen scope changes, the TO Contractor and the TO Manager shall negotiate a mutual acceptable price modification based on the TO Contractor’s proposed rates in the TO Contract and scope of the work change. No scope of work modification shall be performed until a change order is executed by the TO Manager.
4. Change Releases:
 - a. The TO Contractor shall provide a summary of each change release to the TO Manager prior to the scheduled change release and receive the TO Manager’s written approval prior to deployment.
 - b. The TO Contractor shall maintain a list of dated change releases with unique change release identification numbers. The month’s change release history shall be included in the monthly status report to the TO Manager and the TO Contractor’s project library. The entire Contract library shall be submitted to the TO Manager as part of the transition out documentation.

2.6.2 TECHNICAL REQUIREMENTS

2.6.2.1 KEY ENHANCEMENTS

In addition to work orders issued by the TO Manager, the TO Contractor shall make the following key enhancements by the end of the:

1. Second (2nd) Contract year:
 - a. The SCYFIS system shall be fully compliant with a .NET SQL server technology framework.
 - b. All development must be compatible with existing software and hardware.
 - c. All web development requiring data calls must be done using VB.Net and C#.Net in Microsoft Visual 2008 and must be designed to be accessible to non-visual users. The Maryland Information Technology Non-Visual Access Website at <http://doit.maryland.gov/policies/pages/nva.aspx> provides additional guidance in this area. Static pages with no data calls should be done in HTML.
 - d. The web server environment shall be at a minimum Microsoft Windows Server 2008, IIS v7 and .Net v3.5 using Microsoft SQL Server 2008.
 - e. Meet the requirements of all Microsoft software versions as reference in #3 below.
 - f. SCYFIS is currently compatible only with Internet Explorer version 7 and 8. Web Pages must be compatible at a minimum with current versions of Mozilla Firefox and Internet Explorer. The system must always be backward compliant for at least the last two versions of Mozilla Firefox and Internet Explorer.
2. Third (3rd) Contract year:
 - a. Develop and include in all systems enhancements, a SCYFIS reusable library of codes that reduces reliability on vendor proprietary software. The State of Maryland shall be the sole and exclusive owner of the library of codes. The TO Contractor shall forward the library of codes to the State at the termination of the TO Contract.
3. System will support the most recent Microsoft software within 2 years of release.

2.6.2.2 OPERATIONS AND MAINTENANCE REQUIREMENTS

The TO Contractor shall provide the on-going operation and maintenance support to the GOC. The task includes the following:

1. Support of the SCYFIS system on-going operations related to production, file transfer protocol, training and interfaces to other systems;
2. Monitoring, production problem identification and resolution;
3. Software releases and emergency implementations;
4. System resource forecasting;
5. Ensuring that each application is completely optimized and protected;
6. Response time monitoring;
7. Support and administration of system software, upgrades and program utilities;
8. Support security implementation and enforcement for GOC;
9. Disaster recovery planning. A Disaster Recovery Plan is required within ninety (90) calendar days of the NTP;
10. Improvements to the technical infrastructure and processes;
11. Support for resolution of user problems;
12. Help Desk support as specified herein;
13. Continuous update of system documentation, applications software changes, and systems architecture;
14. Daily, weekly and monthly production status reporting;

15. Provide GOC appropriate staff with access to the production back-end;
16. Maintain a training site with password access;
17. Maintain a test site with dual password access. The test site shall be updated regularly with production data; and
18. Maintain a warm site with synchronization to the production site.

2.6.2.3 SECURITY AND CONFIDENTIALITY REQUIREMENTS

1. Master Contractors shall submit a detailed description of their security plan with their proposals. The plan shall include but not be limited to patch updates, intrusion prevention and detection, physical security of the primary and secondary hosting sites, physical security of backups, and reporting requirements should a security breach be detected.
2. The plan shall be reviewed and updated throughout the life of the contract. All updates to the plan shall be submitted to the TO Manager for review and approval. The approved updates shall be incorporated into the existing plan and issued with five (5) business days of the receipt of the TO Manager's comments.
3. Master Contractors shall submit with their proposal an agreement substantially similar to Attachment 11 – Non-Disclosure Agreement (TO Contractor) and Section 2.7 Non-Public Personal Information to be completed by the TO Contractor, Sub-Contractor, and each Personnel assigned to the Contract. This agreement is subject to approval by GOC. The TO Contractor shall submit the signed agreement to the TO Manager within fifteen (15) days of an employee's assignment to the Contract.
4. All Government-owned data and information that are maintained at TO Contractor's facility shall be secured in accordance with Maryland State Data Security Policy available online at <http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>. The TO Contractor shall re-enforce stated security policy to ensure compliance by all TO Contractor and Subcontractor personnel.
5. The SCYFIS system shall maintain the following security best practices:
 - a. Password files shall be encrypted;
 - b. System root password shall be available for administration by the system administrator only;
 - c. Transactions shall be logged by user id;
 - d. Detect and log unauthorized access attempts for later retrieval;
 - e. Lock-out user after a specified number of access requests;
 - f. Expire logon if not used in ninety (90) days;
 - g. Require user to re-login after 15 minutes of inactivity. Session timeout time updateable by system administrators;
 - h. Generate a quarterly report of active logons by jurisdiction to be reviewed by local security monitors.
6. The SCYFIS system must continue to support role-based security that will allow users to have access only to data for which they have security privileges. GOC shall maintain total control of what information, when and how each user shall view or add/modify in the system. Different types of users have different levels of access with different types of permissions for different information. System performance and users' activities in the system are monitored and administrated on the Web server and in the SCYFIS application to achieve best performance.
7. SSL Certificate is mandatory for the online system security.
8. The SCYFIS system administrator and GOC staff as approved by the TO Manager shall continue to complete the following system administration tasks:
 - a. Determine and set up users with logon;
 - b. Administer security level access and changes;
 - c. Receive reports of suspected security violations;
 - d. Set and adjust archive and automated process schedules;
 - e. Receive transaction and log reports; and
 - f. Distribute software changes to the jurisdictions and other users.

2.6.2.4 HOSTING REQUIREMENTS

The TO Contractor shall provide an end-to-end hosting environment to include infrastructure, utilizing state-of-the-art network facilities and technologies in order to maximize end user performance. Bandwidth is required without restrictions with a minimum uplink to the backbone of not less than GigE. The hosting environment shall incorporate all of the components of the infrastructure, including patch/security management for hardware and software, maintenance, network security, facility security and current software versioning and licensing.

TO contractor shall deliver a Configuration Management Plan within thirty (30) calendar days of the NTP.

The State reserves the right to inspect the hosting environment.

The hosting requirements are as follows:

1. The TO Contractor shall provide a hosting environment consisting of production, testing and training application and database servers.
2. The TO Contractor shall provide remote access for application/system maintenance to GOC authorized staff.
3. The TO Contractor shall provide Network and Telecommunications Engineering support.
4. The TO Contractor shall perform scheduled hardware and software maintenance during non-peak hours as defined as between the hours of 12:00 midnight and 5:00 a.m. EST.
5. The TO Contractor shall be required to meet the 97% uptime service level requirement. Specific terms and conditions will be defined in the Service Level Agreement. Uptime shall be based on a total hours per month minus scheduled maintenance. Negative performance penalties may be assessed in accordance with the terms and conditions of the master task order.
6. The TO Contractor shall provide a maintenance plan to include routine maintenance activities and a six (6) month schedule. Changes to the schedule will follow the final deliverable process as applicable. The TO Contractor shall deliver a final version of the maintenance plan thirty (30) days before Statewide implementation.
7. The TO Contractor shall provide backup and recovery services for all systems to include: the configuration of online backup processes, export processes, import processes, archival processes, scheduling and monitoring of backups, and the recovery processes. Disaster recovery options will be included in the proposal as separate and executable service.
8. The TO Contractor shall provide relevant monitor reporting to include: network bandwidth, utilization, network configuration, hardware utilization, hardware /web site status and storage. Reporting frequency will vary and should be considered on demand with potential remote access monitoring. An official monthly deliverable shall be submitted by the TO Contractor for the aforementioned categories by the fifteenth (15th) of each month to the TO Manager.
9. The TO Contractor shall provide technical support services to include Help Desk support to the GOC staff. The TO Contractor shall respond to urgent service requests within fifteen (15) minutes, during normal business hours (8:00 a.m. – 5:00 p.m. EST).
10. The TO Contractor shall develop Standard Operating Procedures (“SOP”). Standard operating procedures will be delivered to the State thirty (30) calendar days before the go-live date of the software. The specific date will be defined in the TO Contractor’s project workplan. The GOC will review and approve this deliverable.
11. The TO Contractor shall procure the necessary hardware, software, licenses and other required items to establish, test, and obtain GOC approval of the hosting environment thirty (30) calendar days in advance of the software implementation date.
12. Scheduled Maintenance – The TO Contractor shall:
 - a. Notify the GOC TO Manager of urgent or pre-scheduled maintenance and its potential impact. The GOC To Manager will notify the SCYFIS application user community of the scheduled maintenance and its potential impact.

- b. Facilitate the trouble ticket process with the TO Manager.
 - c. Provide technical and business support as required or requested, and have prior TO Manager approval on all Domain Name System (“DNS”) setup, issues, and procedures. The State has a managed portal site.
 - d. Provide technical support to any measures needed to coincide with the site's branding, structure, content, DNS, or any other Web initiative as required by the State.
13. Intrusion Detection System (“IDS”) Monitoring – The TO Contractor shall:
- a. Provide a full time (24x7x365) Network Operation Control Center (“NOCC”) to continuously monitor the State’s Web System. This includes IDS monitoring and administration to filter traffic, detect and prevent improper attempts to access the Web Systems.
 - b. Provide Help Desk support to record incidents, route, resolve, escalate, report and analyze information using a real-time web-based customer reporting system.
 - c. Provide managed firewall services to ensure reliable and secure connections across the Internet for remote services.
 - d. Provide 24x7 support and remediation personnel to maintain, troubleshoot and resolve incidents related to the technical infrastructure of the Web systems (web and database servers, routers/switches, IDS equipment, firewalls, load balancers, backups and internet connection).
14. Architecture – The TO Contractor shall:
- a. Perform additional installation work configuring the application and database servers (IIS, MTS, etc.) where the SCYFIS application will reside, and establish the necessary directories (virtual and otherwise).
 - b. The SCYFIS application server shall be connected to the back end database management system “DBMS” server that hosts the SCYFIS database. The hosting service shall provide licenses during the hosting period for the applications/services listed below.
15. Security – The TO Contractor shall:
- a. Secure equipment, with access limited to the TO Contractor staff performing work requested and authorized by GOC.
 - b. Locate the SCYFIS application servers in the demilitarized zone “DMZ” area while the DBMS servers will be located in the fully secured area.
16. Fully Managed Services
- a. The TO Contractor shall provide fully managed solutions to GOC. The TO Contractor shall provide hardware, monitoring to include Intrusion Detection, full accounting for uptime, including application layer, connectivity, space, and switching. In this scenario, GOC is only responsible for data and content placed into the architecture by GOC. The TO Contractor shall ensure support to content management as requested and to taxonomy preparation and management as requested. The TO Contractor shall provide fully managed services including but not limited to support, firewall, backup, database and monitoring.
 - b. Firewall – The TO Contractor shall:
 - i. Provide a fully managed firewall for the protection of the GOC application site.
 - ii. Install, configure, and verify firewall and hardware operability and write the Security Policy.
 - iii. Ensure appropriate on-going software updates and patches are applied.
 - c. Backup – The TO Contractor shall:
 - i. Perform backups of the web, application, and database servers on a regular basis. This

shall include daily incremental backups, full weekly backups of all volumes of servers.

- ii. Provide a high-performance, multi-platform backup system that provides comprehensive daily backup of GOC's servers to computer tape, secure off-site storage and archiving of backup tapes, and on-site and off-site restoration services.
- iii. Maintain GOC backup data off-site :
 1. Daily backups shall be retained for three (3) months.
 2. Weekly backups shall be retained for two (2) years. The last full backup of each month shall remain in off-site storage for one (1) year.
 3. System backups for each of the listed servers shall be every two (2) months for a total of six (6) full system backups per year.
- d. Database – The TO Contractor shall:
 - i. Maintain the license for SQL Server 2005 or later as used by the SCYFIS system.
 - ii. Provide a default database layout and configuration as part of the standard DBA Service provisioning.
 - iii. Implement a database security policy that will maintain both the integrity of the database and operating system.
- e. Monitoring – The TO Contractor shall:
 - i. Monitor services including system health, application, network, hardware, ping, power, capacity management, intrusion detection, reliability, and pipe monitoring.

2.6.2.5 SERVICE LEVEL AGREEMENT

The TO Contractor shall meet the following service levels identified herein.

1. Service Level Agreement and Performance Standards – The TO Contractor shall :
 - a. Provide service at or above the guaranteed number of service level Performance Standards defined below in the Service Level Expectation Metrics.
 - b. Describe the approach to measuring service levels in the data center area and define the metrics utilized to verify achievement of service levels. Detailed service level requirements are included in the Service Level Expectation Matrix. Features shall include but not limited to:
 - i. Hosting Availability – Up-time percentage, mean time between failures, and mean time between repairs;
 - ii. Network Availability – Up-time percentage, mean time between failures, and mean time between repairs;
 - iii. Service Center Response Levels – Time to answer Help Desk calls, and time to respond to trouble tickets;
 - iv. Web hosting availability;
 - v. System Outages – Frequency and notice provided for planned scheduled and unplanned outages;
 - vi. Maintenance of systems or network management software at current release levels; and
 - vii. Problem determination and resolution.
2. Service Definition:
 - a. Services and support is defined as the provision of those services defined in this Section.

- b. Those services for which service level requirements shall include are:
 - i. Project Administration – Ongoing efficiencies, capacity management, performance and availability monitoring, and problem management;
 - ii. Web Hosting Services – Storage and data management, hardware environment, technical support, change management, testing, security and confidentiality, and remote access;
 - iii. Disaster Recovery; and
 - iv. Transition.
- 3. Service Level Requirements:
 - a. The TO Contractor must demonstrate that it will consistently meet or exceed the service level requirements as stated herein.
 - b. Service levels for the TO Contract resulting from this TORFP shall be 97% uptime.
 - c. Failure to meet this standard may result in a proportional reduction of the invoice for the time period effected.
- 4. Service Level Expectation Metrics
 - a. Master Contractors shall complete the Attachment 16 - Service Level Expectation Metrics with guaranteed values when responding to this proposal.
 - i. Response Time – Online
 - ii. System Restoration (Disaster Recovery)
 - iii. Backups – On Time
 - iv. Server Availability
 - v. Response Time – Server
 - vi. Network Availability
 - vii. Internet Availability
 - viii. WAN Availability
 - ix. LAN Availability
 - x. Response Time – Network
 - xi. Bandwidth to the Internet
- 5. The TO Contractor’s personnel shall provide weekly, monthly and upon-request reports on the status of all active assignments to include work accomplished.
- 6. Hardware, software and licenses shall be provided by the TO Contractor under this TO Contract. Software developed under this TO Contract will be considered an integral part of the SCYFIS system and shall be owned solely and exclusively by the State.
- 7. GOC’s internal policies governing change management, documentation, maintenance, privacy and security, testing, training, disaster recovery, and data management shall apply to all work under this TO Contract
- 8. The Service Level Agreement (“SLA”) below defines problem response requirements for the TO Contractor. The SLA includes categories for problem severity and expected response times.

Service Levels	Phone Response	On-Site Response	Response Availability	Comments
Urgent	15 Minutes	15 Minutes	7 days/week, 24 hrs a day	
High	1 Hour	4 Hours	7 days/week, 24 hrs a day	
Normal	1 Hour	1 work day	5 days/week, Mon-Fri 8:00 a.m.-5:30 p.m.	On-site response to calls after 3 p.m. may be by 9:00 a.m. the next morning

The TO Contractor must provide details as to the support model which will facilitate this SLA (*i.e.*, first contact, back-up contact, phone numbers.)

2.6.2.6 DISASTER RECOVERY

The TO Contractor shall develop a Disaster Recovery Plan within ninety (90) calendar days of the NTP that shall provide but not limited to:

1. the manner of performing backup and disaster recovery functions;
2. the business recovery functions to be performed in the event of a disaster;
3. GOC's priorities for backup and disaster recovery and methods for changing those priorities;
4. The TO Contractor shall provide a draft of the plan for review and comment to GOC, and shall incorporate any reasonable comments or suggestions into the Plan. The TO Contractor shall describe the following:
 - a. Process/procedure for declaring a disaster and initiating disaster recovery actions;
 - b. Roles and responsibilities of the TO Contractor and GOC;
 - c. Roll over process for handling failover versus Disaster Recovery;
 - d. Contractor policies and procedures on restoration of services to satisfy GOC's varying requirements;
 - e. What information the end users shall maintain at the TO Contractor's site to effect the transition of mission-critical applications to a hot site;
 - f. How disaster recovery capabilities shall be tested and at which intervals to be truly effective;
 - g. Role GOC shall play in testing and validating actual recovery;
 - h. Data backup policies and procedures;
 - i. Equipment that shall be provided to minimize or eliminate the impact of electrical failures;
 - j. Management of both tape rotation and archiving during the migration and operational phases of the contract; and
 - k. Any value-added characteristics.

2.6.2.7 SOFTWARE AND DATA RIGHTS

1. SCYFIS is solely and exclusively owned by the State. This ownership includes the Software Source Code and Documentation which means all design tools, documents and diagrams used in the development of the source code to include, but not be limited to, data flow diagrams, entity relationship diagrams, work flow diagrams, window layouts, report layouts, process flows, interface designs, logical and physical database design diagram, technical and user manuals, data dictionary, and a copy of the development software used to write and compile the source code.
2. When the State requests the source code, the TO Contractor will supply all the software programming lines written in these languages and the executable (compiled) version of CleverEngine, such that the GOC will have access to and use of all code required to further develop SCYFIS.

2.6.2.8 TRAINING REQUIREMENTS

The TO Contractor shall provide training to the GOC appropriate staff on new and updated changes to the SCYFIS system.

2.6.2.9 HELP DESK AND PROBLEM RESOLUTION REQUIREMENTS

The TO Contractor shall describe the problem management process, procedures, controls and communications proposed and the contractor shall implement such controls including the following features:

- 1) Support GOC as the first response Help Desk provider.

- 2) Provide Help Desk for resolution of issues that GOC staff are unable to resolve relating to the web site and application software.
- 3) Respond within four (4) hours in the event of a failure or problem. Response time starts when the TO Contractor PM is notified and ends at first contact with GOC.
- 4) Make available a response team during Normal Business Hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding State-observed Holidays.
- 5) Diagnose and successfully resolve system errors; software malfunctions; or anomalies according to industry best practices.
- 6) Problem recognition, diagnose the problem and develop resolutions.
- 7) Escalation procedure.
- 8) Use an automated problem tracking and management system approved by the GOC, and describe the tracking and management system in the Procedures Manual.
- 9) Maintain and enhance exception reports for problem tracking tools and software.
- 10) Log reported problems upon receipt and monitor, control and report on each problem until it is corrected.
- 11) Escalate unresolved problems according to established procedures set forth in the Procedures Manual.
- 12) Maintain communications with GOC and affected users on all problems through resolution.
- 13) Provide a mechanism for expedited handling of problems that are of high business priority to the TO Manager.
- 14) Correct all problems within the scope of its responsibility. A problem will not be considered to be corrected until the TO Contractor receives confirmation from the TO Manager that it has been corrected.
- 15) Provide reports on problems including statistics on total number of problems, outstanding problems and resolution time. Investigate, verify, record and report hardware and system non-performance or downtime, and software errors.
- 16) Conduct weekly problem review meetings, with GOC's optional participation.

2.6.3 NON-FUNCTIONAL, NON-TECHNICAL REQUIREMENTS

2.6.3.1 MEETINGS AND STATUS REPORTS

1. **Planning Meetings:** The TO Contractor shall be available to attend various planning meetings with GOC staff on an as-needed basis. The TO PM or appropriate designee shall be available to attend these meetings.
2. **Monthly Status Reports and Meetings.** A meeting with the TO Manager will be held each month or on an as-needed basis to discuss the Project Status Report, Invoice Report, Change Releases and other necessary issues. The TO Contractor PM or appropriate designee shall attend as well as other appropriate individuals. The TO Manager will notify the TO Contractor of the other appropriate individuals that shall attend. The TO Contractor shall furnish monthly reports to the TO Manager and other individuals as appropriate in hard copy and electronic version in Microsoft Word one (1) week/five (5) business days in advance prior to the Monthly Status Meetings. At a minimum, the State will require the following reports, provided monthly, by the fifteenth (15th) day of the month for the previous month's activities, and containing both current and cumulative information:
 3. **Project Status Report.**
 - o The TO Contractor shall submit monthly written project status reports by the seventh (7th) of the month identifying accomplishments, problems encountered, corrective action, TO Contractor's compliance with the deliverable schedules, unscheduled system down-time with length of down-time. Status reports will be electronic documents in Microsoft Office Word. When necessary, the

TO Contractor shall brief the TO Manager every week on the project in person or by teleconference.

- The Project Status Report shall at a minimum include for all open projects: project title, project activities status update, tasks completed, tasks to be completed, accounting of hours used for these projects by labor category, issues/concerns, risks, and recent change releases.
4. **Minutes.** The TO Contractor shall provide reports or minutes summarizing discussion highlights and action items resulting from meetings and discussions about the status of projects within one (1) week of the meeting to and for approval by the TO Manager.
 5. Developments and enhancements will be made in consultation with stakeholders. If in addition to the meeting described in herein, and if directed by the TO Manager, the TO Contractor shall attend designated meetings to brief attendees, gather information or provide project details.
 6. **Monitoring/Statistic Report.** TO Contractor shall submit a weekly monitoring and statistic report to the TO Manager by the Monday noon (12:00 p.m. EST) of each week.

2.6.3.2 STAFFING REQUIREMENTS

1. GOC believes strongly that the quality of the work for this project is directly linked to both the continuity and the quality of the staff assigned by the TO Contractor.
2. GOC reserves the right to interview key replacement personnel before assignment to Contract.
3. To replace any personnel as referenced in Section 2.9 of the CATS II, the TO Contractor shall notify the TO Manager as soon as the need for substitution is known but no later than within three (3) business days.
4. In the event that GOC is dissatisfied with the TO Contractor's personnel for not performing to the specified standards in this Section 2, the TO Manager will notify the TO Contractor in writing, describing the problem and delineating remediation requirements. The TO Contractor shall have three (3) business days to respond with a written remediation plan. The plan will be implemented immediately upon acceptance by TO Manager. Should performance issues persist, the TO Manager may request immediate removal of the individual whose performance is at issue.
5. In the event the dedicated person to this project is unable to work for a period of time (*i.e.*, vacation), it is the responsibility of the TO Contractor to ensure that work continues unless the TO Manager approves the temporary absence.
6. In the event of staff replacement for any reason, the TO Contractor is responsible for providing the knowledge transfer to the approved replacement staff resource. This knowledge transfer shall be performed at no additional cost to GOC.
7. Replacing key staff more often than twice throughout the life of the Contract may result in termination of this TO Contract.
8. See Section 2.9 – Personnel Qualifications of the CATS II for additional information.

2.6.3.3 PERFORMANCE CRITERIA AND PERIOD

1. The TO Contractor shall ensure that all their support to any 'systems' which would include any network, software, hardware, and facility(ies) meet documented specifications and standards and shall have to pass performance testing criteria and be approved by the State in order to be in compliance with the TO Contract. Performance criteria and its testing criteria shall be documented to the State and have prior approval by the State with State-approved work plans prior to any procurement or implementation.
2. A performance period will begin after all applicable deliverable products and services comprising the TO Contractor's support of the State have been installed and all applicable deliverables have been accepted. The performance period will be for a period of ninety (90) calendar days unless otherwise specified in the TO Contract to allow for adequate testing of all functionality, including any and all processes and

interfaces. The time periods for any performance and warranty periods will be at the minimum noted in the original scope of work, but may also be addressed in the subsequent plans such as the Project Management Plan.

3. During any performance period, the State will test the functionality and integration system and services to ensure that the requirements of the applicable TO Contract and any internal requirements determined during specification design validation review have been met. During the performance period, the system and services must perform at a level consistent with the performance specifications. Any system and services must be available for unrestricted use by State staff and other applicable users on an average effectiveness level of ninety-nine point five (99.5) percent or more for the given performance period. Availability for unrestricted use means that the system and services is accessible to users with full processing functionality. Effectiveness level refers to the system and services meeting the objectives listed herein and the performance measures as defined in the TO Contract, and subsequent plans. Should the State encounter performance problems or discover specifications have not been met by either the system or services, the TO Contractor shall rectify the performance problem or complete the specification to State's satisfaction at no additional cost to State within two (2) weeks or as directed and approved by the TO Manager.
 - a) The purpose of a Performance Period is to meet the following objectives:
 - b) Testing of all existing system applications and services;
 - c) Validate system set-up for functionality and user access;
 - d) Confirm use of system in performing business processes;
 - e) Confirm integrity of business process, data, services, security, and end-products;
 - f) Verify all requirements of the TO Contract have been met;
 - g) Speed of performance;
 - h) Determine the TO Contractor's response time for errors or failures;
 - i) Subjective satisfaction of the TO Manager.
4. If it is determined that the scheduled Performance Period does not allow sufficient time for State to verify all system services, then the TO Contractor shall warrant the system and services for an additional period guaranteeing that the system is free from performance problems and meets all specifications as defined in the To Contract and follow-on plans. Should the State encounter performance problems or discover specifications have not been met, the TO Contractor shall rectify the performance problem or complete the specification to the State's satisfaction at no cost to the State within two (2) weeks or as directed by the State. Any warranty period shall begin upon (1) the conclusion of the Performance Period, and (2) system and services acceptance and signoff. Length of any warranty period will be decided at the beginning of the specified Performance Period. The length of the warranty will be based on when the applications are initially installed or upgraded, and business processes take place (*i.e.*, rounds, inspections, audits).

2.6.4 HARDWARE, SOFTWARE/LICENSES AND MATERIALS

1. The TO Contractor is responsible for purchasing any hardware/software to be used by the TO Contractor. The TO Contractor is responsible for purchasing and licensing any hardware/software used by the TO Contractor for this project, and such software cannot be charged to this TO Contract.
2. The TO Contractor shall maintain all active licenses required for this project.
3. The hosting cost for this project shall be fully loaded.

2.6.5 SYSTEM TESTING REQUIREMENT

System testing and user testing requirements including but not limited to the following:

1. System Testing:

- a. The testing approach shall address both functional and technical considerations through systematic and rigorous testing performed by the TO Contractor for unit, subsystem, integrated system, volume/stress, regression, and system acceptance testing. Detailed testing plans for each testing component shall be developed. The detailed test plans shall manage and control the various testing tasks and include a testing schedule, the component to be tested, test cases, and expected test results. The final report for each phase of testing shall discuss the expected results versus the actual results. The TO Contractor's testing shall be completed, reviewed, and approved by the GOC prior to the start of State user acceptance testing.
 - b. The TO Contractor's overall testing approach shall address the following points:
 - i. Performing system tests during system configuration.
 - ii. Tracking problems from identification through resolution.
 - iii. Development of a testing strategy.
 - iv. Performing volume/stress testing.
 - v. Performing infrastructure testing including software distribution tools and response times.
 - vi. Obtaining test criteria from the State for acceptance testing and reviewing the criteria to determine completeness and appropriateness of tests submitted.
 - vii. Supporting the acceptance test in coordination with the State.
 - viii. Providing a mechanism for evaluating test results (*i.e.*, displays of computations, special reports, etc.).
 - ix. Discussing test results and system performance with designated GOC staff..
 - x. Documenting test results.
 - xi. Correcting any errors found in the testing procedure.
2. User Testing:
- a. The TO Contractor's project team is required to develop user documentation, user test plan, user test environment, and user test data for GOC user testing. Test results shall be documented. Problems shall be reported, modifications and enhancements need to be addressed, evaluated and prioritized through a program change management procedure that would be developed by the project team. Review and acceptance of test results by users and/or auditors shall be confirmed in writing from involved users and/or auditors and shall be directed to the TO Manager.
 - b. After completion of user testing, GOC staff will conduct a final walkthrough and user acceptance. Check-list and test results shall be documented. System approval to proceed with acceptance test will be given by GOC's TO Manager upon satisfaction.
 - c. The new system shall involve meeting minimum criteria for GOC's services. All system functions shall be exercised successfully during the acceptance period. Criteria also include, but are not limited to, the achievement of specified system availability, performance and service level commitments for a full processing cycle. The TO Contractor shall provide a statement indicating compliance with the acceptance test and transition.
 - d. In the event that the TO Contractor fails to complete the acceptance test within one cycle, GOC reserves the right to terminate the TO Contract and draw or claim upon any performance bond, letter of credit, surety or other form of guarantee provided for the benefit of GOC pursuant to the terms of the TO Contract.

2.6.6 IMPLEMENTATION REQUIREMENTS

1. The TO Contractor's implementation plan shall include but not limited to requirements herein to
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demonstrate plans for communication, user hardware/software requirements, roll-out approach, implementation support and minimal service reduction strategy. The TO Contractor shall consider the transition of the current hosting site to their hosting environment.

2. TO contractor shall deliver a Configuration Management Plan within thirty (30) calendar days of the NTP.
3. TO Contractor will be expected to go live on July 6, 2010 by 7:00 a.m. without service interruption.
4. SCYFIS can be unavailable to users from 6:00 p.m. on July 1, 2010 until 7:00 a.m. on July 6, 2010.

2.6.7 END OF CONTRACT TRANSITION REQUIREMENTS

1. The TO Contractor shall deliver a Transition-Out Plan within one hundred eighty (180) calendar days of the NTP. The Transition-Out plan will detail how the TO Contractor will transition in-flight initiatives, knowledge, application maintenance, Help Desk and hosting activities to an incoming contractor or to the GOC.
2. 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 agent. 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.
3. Near the end of the TO Contract (either the base TO Contract term without any renewal options being exercised, or for any renewal option period if exercised), at a time requested by the State, the TO Contractor shall support end-of-contract transition efforts with technical, project, and contract support.
4. An updated Transition Plan is due within thirty (30) days of being notified by the TO Manager of a final TO Contract end-date. The transition plan shall include:
 - a) Any staffing concerns/issues;
 - b) Communications between the TO Contractor and the TO Manager;
 - c) Security and system access: review and closeout as needed;
 - d) Any hardware/software and telecommunications requirements and setup, other general office needs;
 - e) Any final training/orientation of GOC staff or another State agent's staff;
 - f) Knowledge transfer:
 - i. Ensure there is a working knowledge of the SCYFIS system's environment as well as the general business practices of the State;
 - ii. Review with State the procedures and practices that support the business process and system;
 - iii. Ensure the working knowledge of all technical and functional matters associated with the SCYFIS system, its system architecture, data file structure, system interfaces, any batch programs, and any hardware or software tools utilized in the performance of this TO Contract;
 - iv. Provide a document that lists and describes all hardware and software tools utilized in the performance of this TO Contract;
 - v. Ensure the State has a working knowledge of various utilities and corollary software products used in support and operation of the system; and
 - vi. Ensure the State has a working knowledge of all processes and procedures, both functional and technical, concerning all the SCYFIS system's interfaces.
 - g) Completion of tasks and any unfinished work plan items;

- h) Ensure the State has a working knowledge of any and all ongoing operational and maintenance readiness;
- i) Provide for the development and content of a checklist to document the State's readiness;
- j) Demonstrate and document team readiness, allowing them to move into any follow-on phase such as maintenance;
- k) Document any risk factors and suggested solutions;
- l) Status reporting and meetings;
- m) Timing of transition;
- n) All documentation including Project library and data is current and complete with a hard and soft copy in a format prescribed by the TO Manager; and
- o) Copies of current daily and weekly back-ups as of the final date of transition back to the State or State's Agent, but no later than the final date of the TO Contract.

2.7 DELIVERABLES

2.7.1 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 2007, Microsoft Project 2007 and/or Visio 2000.

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 thirty (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:

- 1) Be presented in a format appropriate for the subject matter and depth of discussion.
- 2) Be organized in a manner that presents a logical flow of the deliverable's content.
- 3) Represent factual information reasonably expected to have been known at the time of submittal.
- 4) 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.

2.7.2 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

2.7.2.1 DELIVERABLE DESCRIPTIONS

1. **Kickoff Meeting** within five (5) business days of the Notice of Award
2. **Project Management and WorkPlan** shall be submitted within twenty (20) calendar days of the NTP. The Work Breakdown Structure ("WBS") as part of a Project Plan and Methodology will include Milestones and Deliverables with individual important project tasks, Gantt chart, Staffing Plan, and Risk Management.
3. **Communication Plan Outline** shall be delivered within fifteen (15) calendar days from the NTP.
4. **Communication Plan** shall be delivered forty-five (45) calendar days of the NTP.
5. **Requirements Document.** This deliverable will outline the user requirements and the approach that will be used to implement the system. This deliverable will also identify any risks associated with the approach and identified requirements.
6. **Implementation Plan.** This deliverable shall describe plans for implementing the migrated application including communications, user hardware/software requirements, roll-out approach and implementation support.
7. **Maintenance Plan.** This deliverable shall provide details for planned and unplanned scheduled maintenance.
8. **Disaster Recovery Plan.** This deliverable shall provide details for data recovery and to ensure business continuity after an IT-disabling emergency.
9. **Security Plan.** The TO Contractor shall provide a security plan that includes physical/facility security, system security and disaster recovery.
10. **User Manuals.** This deliverable will provide users with detailed information about how to use the application. It will be scenario-based and will use graphics and text to walk users through accomplishing all capabilities within the application.
11. **Administrator Guide.** This deliverable will provide system administrators with detailed information on how to operate and maintain the application.
12. **Monthly Status Report** shall be delivered on the fifteenth (15th) day following the close of the period. Status report will include service level attainment report.
13. **Weekly Monitoring/Statistic Report** shall be delivered by Monday noon (12:00 p.m. EST) of each week via electronic to the GOC.
14. **Configuration Management Plan** shall be delivered within thirty (30) calendar days of the NTP.
15. **Standard Operating Procedures** document including backup procedures shall be delivered within sixty (60) calendar days before go live date.

2.7.2.2 DELIVERABLE REVIEWS

The State will provide a response to each deliverable or module within seven (7) business days of receipt of the deliverable. Depending on the size and complexity of a deliverable or module, the State may not be able to complete the review within the specified time frame. In such a case, the State will provide the TO Contractor a notice by the fifth (5th) business day indicating when the review shall be completed. In no case shall the review

exceed an additional thirty (30) business days.

If the deliverable is not acceptable as submitted, the State's response shall indicate where the deliverable is deficient. The TO Contractor shall correct the deficiency(ies) to receive approval of the deliverable by the State at no charge. The TO Contractor shall not proceed with the next deliverable until the deficiency(ies) are resolved. If comments impact TO Contractor staffing, the TO Contractor will submit a revised staffing plan as appropriate to ensure continuity of service.

2.7.2.3 DELIVERABLE/DELIVERY SCHEDULE

ID references the Section of the TORFP and the task number.

Deliverables for 2.7.2.3 references the Section of the TORFP, the description of the deliverable and Expected Completion by identifying the number of calendars days estimated for the TO Contractor to complete the deliverable after receiving the NTP.

ID	Deliverables for 2.2.3	Expected Completion:
2.6.1.1	Deliverable 1: Project Kickoff	NTP + 5 Business Days
2.6.1.1	Deliverable 2: Draft Project Management Plan	NTP + 5 Business Days
2.6.1.1	Deliverable 2: Final Project Management Plan	NTP + 20 Business Days
2.6.1.1	Deliverable 3: Staffing Plan	NTP + 15 Business Days
2.6.1.1	Deliverable 4: Communication Plan	NTP + 45 Business Days
2.6.1.1	Deliverable 5: Long Range Transition Plan	NTP + 120 Calendar Days
2.6.2.4	Deliverable 6: Maintenance Plan	30 days before system go live date
2.6.2.4	Deliverable 7: Standard Operating Procedure	60 days before system go live date
2.6.2.6	Deliverable 9: Disaster Recovery Plan	NTP + 90 Business Days
2.6.6	Deliverable 10: Configuration Management Plan	NTP + 30 Business Days
2.6.6	Deliverable 11: Implementation Plan	30 days in advance of system go live date
2.6.1.1	Deliverable 12: Requirements Document	To be determined by the TO Contractor and presented in the project workplan
2.6.2.4	Deliverable 13: Configuration Requirements Document	To be determined by the TO Contractor and presented in the project workplan
2.6.3.1	Deliverable 14: Monthly Status Report	15 th day following the close of the period
2.6.3.1	Deliverable 15: Weekly Monitoring/Statistic Report	Every Monday by Noon to the TO Manager

2.8 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:

1. The State's System Development Life Cycle (SDLC) methodology
2. The State Information Technology Security Policy and Standards

3. The State Information Technology Project Oversight
4. The State of Maryland Enterprise Architecture
5. The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute's Project Management Body of Knowledge Guide. The TO Contractor's staff and sub Contractors are to follow a consistent methodology for all TO activities.

2.9 CONTRACTOR PERSONNEL MINIMUM EXPERTISE REQUIRED

An Master Contractor's proposed staff must document a professional level of expertise. The TO Contractor's project team shall possess extensive experience and technical expertise in all phases of the proposed life cycle. The project technical staff shall have advanced information technology ("IT") skills and hands-on experience with system re-engineering projects and relational database Web applications. Excellent project management skills are required to lead the project and ensure work to be delivered to the GOC's satisfaction. The TO Contractor's project and technical staff qualifications and skills shall be submitted to and approved by the TO Manager prior to project engagement. Any changes to the TO Contractor's project or technical staff during the project's term shall require the TO Manager's approval.

The TO Contractor shall propose any applicable staff based on the requirements of the scope of work and must document a professional level of expertise in: some of these need to move to Section 3

1. Experience and expertise in project management, administration and reporting for large-scale system development/ replacement projects for governmental entities.
2. Experience and expertise providing ongoing operation phase consultation and project management for large-scale system development/ enhancement projects for governmental entities.
3. Documented successful experiences in implementing and operating a hosting environment for State or federal governmental entities.
4. Documented successful experiences in implementing the software in the .Net and SQL server environments.
5. Master Contractors shall supply a minimum of three (3) and a maximum of five (5) projects of similar size and nature. Information shall include a brief description of the project, dates of the project and whom the project was for. The information shall clearly state how the experience is of similar size and nature.
6. Master Contractors shall supply two (2) references to support the proposal. The references shall be current. Identify the name of each reference, point of contact, and telephone number. GOC will have the right to contact any reference of its choosing as part of the evaluation process, including references not provided by the Master Contractor but otherwise known by the GOC.
7. Selected TO Contractor shall have a demonstrated ability to develop, host, deploy, and maintain large web transactional application systems.
8. Selected TO Contractor shall have a demonstrated ability to support and manage the similar project size for 2,000+ users.

The TO Contractor facility proposed for this TORFP for hosting service must meet the following minimum criteria:

1. Connectivity through multiple Tier-1 Backbone Providers
2. Redundant Power Supply
3. Multi-Layer Security Infrastructure (Hacker-Safe certified)
4. Advance Data Center Security Protocols
5. 24/7 physical security
6. Procedure and contact lists (including escalation procedures) for after-hours accessibility in the event contractor does not staff a 24x7 Help Desk.

2.10 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.

The TO Contractor must identify and maintain a project team that demonstrates a minimum level of expertise as outlined:

2.10.1 LABOR AND SKILL REQUIREMENT FOR KEY PERSONNEL

Each labor category and the personnel classifications are fully defined in the following sections of this solicitation.

The TO Contractor personnel must use the contract labor categories described in this section and detailed in the CATS II. Labor rates should be based on these categories, and the TO Contractor should indicate whether any of the designated TO Contractor staff members would work in more than one of these categories.

If appropriate, the TO Contractor may designate in its proposal a labor category that combines two (2) or more of the following categories. Any employee utilized in performance of a task shall be billed at the proposed and accepted labor category.

2.10.2 LABOR AND SKILL CATEGORIES

1. Program Manager
2. Project Manager
3. Senior Computer Software/Integration Analyst
4. Senior Systems Analyst
5. Computer Programmer – Senior
6. Computer Programmer – Junior
7. Documentation Specialist
8. Office Automation Specialist

2.11 NON-PUBLIC PERSONAL INFORMATION

The SCYFIS system hosts a considerable volume of non-public personal information (“NPPI”) of children and families. NPPI is defined as any personally-identifiable information the GOC collects and stores, that is not available to the general public. Examples of NPPI retained by the GOC includes names, addresses, telephone numbers, Social Security numbers, personal medical information, health plans, name of relatives and other information provided in confidence related to the services being provided.

The TO Contractor, its employees and subcontractors will be required to attest that they understand that the GOC retains NPPI and that all NPPI will be protected by the TO Contractor at all times. At no time shall NPPI be removed, in any format, including but not limited to remote electronic access, except as specifically approved in writing by the GOC on a case-by-case basis, and such information must be protected at all times.

Notwithstanding any other condition, the following terms will apply:

1. Breach of confidentiality shall be cause for immediate cancellation of the TO Contract with the TO Contractor, should the GOC choose unilaterally to do so.
2. The GOC shall determine what agency-related information falls within the definition of NPPI based on laws and regulations in force. Absent specific guidance from the GOC to the contrary, all information must be treated by the TO Contractor as NPPI.
3. The TO Contractor shall have policies and procedures in place that specifically requires its employees or subcontractors who may have access to NPPI, maintain the confidentiality of such information.
4. The TO Contractor shall provide for the physical and electronic security of NPPI at all times when

information is under the TO Contractor's control, capable at a minimum to affirmatively determine if and when such NPPI may have been breached.

- a. In responding to this TORFP and upon request by the GOC, the TO Contractor shall disclose to the GOC what safeguards it has in place to secure confidential information, to the extent that such disclosure does not compromise the TO Contractor's own confidential or proprietary information, but sufficient to assure the GOC that the GOC's NPPI is secure.
 - b. The GOC shall have the right to confirm that the TO Contractor has satisfied its obligations under the terms of the TO Contract, in a mutually acceptable manner, to include review of TO Contractor audits, summaries of test results, or other equivalent evaluations.
 - c. The TO Contractor shall not make copies of any of the GOC-supplied information, except as required for back-up or redundancy, and shall destroy or return to the GOC any information that is not longer necessary for the TO Contractor to fulfill its obligations. In no event shall any data survive the end of a TO Contract and the TO Contractor must certify any destruction (including back-up copies) to the GOC.
5. The TO Contractor shall immediately and affirmatively notify the GOC by telephone and in writing in the event that a breach of the GOC's NPPI occurred, of if there are indications that a breach may have occurred, and shall fully and completely inform the GOC of available details of the potential or confirmed breach.
- a. The TO Contractor must promptly and continually assess the extent and breadth of any possible or confirmed breach of the GOC's NPPI and shall remain in frequent, regular contact with the GOC regarding the incident.
 - b. The TO Contractor must take prompt action to remedy conditions that may have cause a breach, or to address conditions that have been identified to that that have reasonable potential to cause a breach.
6. Terms related to confidentiality provisions shall explicitly survive the termination of any TO Contract.

2.12 INVOICING

Payment will only be made upon completion and acceptance of ongoing activities, work orders and deliverables as defined herein.

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 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 fifteenth (15th) day of the month following receipt of the approved notice(s) of acceptance from the TO Manager. A copy of the notice(s) of acceptance shall accompany all invoices submitted for payment.

The TO Contractor will be compensated for the fixed price deliverable as well as the actual cost of labor for TO Contractor staff itemized by hourly rates and hours worked on each "job," based upon contracted hourly rates. Invoices submitted without the required information will not be processed for payment until the TO Contractor provides the required information. Invoices will not be paid until any deliverable is accepted by GOC.

Time and Materials - Hourly Fees – The TO Contractor will be compensated on an hourly basis for services performed. The TO Contractor may only bill hourly rates for labor categories, as proposed by the TO Contractor herein. The rates proposed for these categories will be the only allowable hourly rates billable to the State for the services of employees functioning in these classifications for the entire duration of the TO Contract, and any renewal options of the TO Contract. Labor rates in each category are fully loaded hourly rates that include all direct and indirect costs and profit for the TO Contractor. Any material charges incurred by the TO Contractor shall be with prior approval by the TO Manager and billed on a pass-through basis. Material charges cannot exceed the TO Contractor's invoiced cost of materials.

2.12.1 INVOICE SUBMISSION PROCEDURE

- 1) A proper invoice shall identify the GO C as the TO Requesting Agency, labor category, associated TO Contract number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number and the following
 - a. The name and address of the GO C as noted below;
 - b. TO Contractor name, remittance address, federal taxpayer identification or (if owned by an individual) his/her Social Security number;
 - c. The Invoice Period, Invoice Date, Invoice Number, Amount Due, the associated CATS Project Number, Purchase Order Number being billed, period of performance covered by the invoice, Task Description and a TO Contractor Point of Contact (“POC”) and phone number;
 - d. A pre-authorized representative shall sign each invoice; and
 - e. Additional information may be required in the future. Invoices submitted without the required information will not be processed for payment until the TO Contractor provides the required information.

- 2) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor, including detail work hours and progress report) submitted for payment to the GO C at the following address:

Governor’s Office for Children
Attn: SCYFIS Contract Manager
301 W. Preston Street, Suite 1502
Baltimore, MD 21201

- 3) 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 TO Contract. In no event shall any invoice be submitted later than sixty (60) calendar days from the TO Contract termination date.

2.13 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 fifteenth (15th) day of each month. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to the GOC 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 the GOC. The GOC 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 and checks paid to the MBE directly to the TO Procurement Officer and TO Manager.

2.14 CONTRACT TERMINATION

Failure to comply with any of the terms and conditions of this TORFP may result in Contract termination.

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 Proposal shall include the following sections in the order listed.

A) Transmittal Letter

A transmittal letter shall accompany the technical proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The transmittal letter should be brief and reflect the individual who is authorized to commit the TO Contractor to the services and requirements as stated in the TO Proposal.

B) Title and Table of Contents

The Technical Proposal shall begin with a title page bearing the name and address of the TO Contractor and the name and number of this TORFP. A table of contents shall follow the title page for the Technical Proposal.

C) 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.

The Master Contractor shall condense and highlight the contents of the technical proposal in a separate section titled "Executive Summary." Within the Executive Summary, the Master Contractor shall clearly identify what services they are proposing. The Summary shall provide a broad overview of the contents of the entire proposal.

- 1) The Master Contractor shall state that they have no exceptions to the requirements of this TO, the Task Order Contract (Attachment 2), or any other attachments. **Warning:** Exceptions to terms and conditions shall result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.
- 2) The Master Contractor shall clearly state that they are listed on the Consulting and Technical Services (CATS II) Task Order Request for Proposals (TORFP) for the functional area for which they are proposing service.

D) Proposed Services – Work Plan

- 1) Requirements: A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
- 2) 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.
- 3) 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.
- 4) Draft Work Breakdown Structure (WBS): A matrix or table that shows a break-down 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 shall 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.
- 5) Draft 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 Contract 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.
- 6) Risk Assessment: Identification, assessment and prioritization of risks inherent in meeting the requirements in Section 2 - Scope of Work. Include actions to mitigate these risks.
- 7) Any subsequent versions should be approved through a formal configuration or change management process.
- 8) Proposed Tools: A description of any tools, for example hardware and/or software applications that will be used to facilitate the work.
- 9) Acceptance Criteria: A statement acknowledging the TO Contractor's understanding of the acceptance criteria.
- 10) Knowledge Transfer Plan.
- 11) Service Level Expectation Metrics. Complete Attachment 16: Service Level Expectation Metrics.
- 12) Security Plan – Including but not limited to patch updates, intrusion prevention and detection, physical security of the primary and secondary hosting sites, physical security of backups, and reporting requirements should a security breach be detected.
- 13) (Pre-Award) Master Contractors shall complete and deliver Attachment 16: Service Level Expectation Metrics with their proposals.
- 14) Security Plan – A detailed description including but not limited to patch updates, intrusion prevention and detection, physical security of the primary and secondary hosting sites, physical security of backups, and reporting requirements should a security breach be detected.
- 15) Implementation Plan – A detail implementation plan including the process for acquiring the SCYFIS system, transferring from existing hosting and going live with minimal service

interruption.

- 16) Staffing Plan: Including an organizational chart showing how the Master Contractor proposes to staff the project.
- 17) Master Contractors must include a detailed description of their project management methodology in their proposals. The methodology must address, at a minimum, the following:
 - a) Issue management and resolution;
 - b) Risk management and mitigation;
 - c) Resource management and deployment approach;
 - d) Automated tools, including application of software solutions;
 - e) Project management--work breakdowns, schedules, milestones, and resources;
 - f) Document repository and control;
 - g) Calendar of events and deadlines;
 - h) Decision support and prioritization;
 - i) Project deliverable review procedures; and
 - j) Reporting of status and other regular communications with GOC, including a description of the Master Contractor's proposed method for ensuring adequate and timely reporting of information to the TO Manager.

E) Collaboration Tool(s) and Support Processes

- 1) The TO Contractor must support a collaboration tool or tools approved and designated by DLLR (e.g., Sharepoint, Docushare, or other) for task (issue) tracking, time tracking, and other project management tracking. See Section 2. The chosen tool(s) and how they will be utilized shall be described in the Technical Proposal. All aspects of the Work Order process as defined in the TORFP should be documented including:
 - a) Work order management
 - b) Time Management
 - c) SLA process/tracking
- 2) Documentation of these processes should include screen shots of the collaboration tool representing a sampling of steps defined in process flow commentary by the TO Contractor.

F) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category. A back-up (secondary) resource for each position may also be provided. 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. Each resource will be vetted based on the following criteria:
 - a) Resume
 - b) 2 references for work performed of similar scope and magnitude
 - c) Attachment 5 – Labor Classification Personnel Resume Summary
 - d) At least three (3) years of continuous experience in labor category skills mentioned.
- 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in accordance to Section 2.8.

- 3) Provide the names and titles of the Master Contractor's management staff who will supervise the personnel and quality of services rendered under this TO Contract.
- 4) TO Contractors shall only propose personnel available at the time of this TORFP.
- 5) Individuals proposed and accepted as personnel for this TORFP are expected to remain dedicated throughout this TORFP commitment. Substitutions will be allowed only when the TO Manager specifically agrees to the substitution in writing or due to an emergency circumstance. All proposed substitutes of personnel must have qualifications at least equal to that of the person initially proposed and evaluated and accepted in this TORFP. The burden of illustrating this comparison will be the TO Contractor's. The resumes of the initially proposed personnel shall become the minimum requirement for qualifications for successor personnel for the duration of the TORFP term.
- 6) Complete and provide, Attachment 5 – Labor Classification Personnel Resume Summary.
- 7) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in Section 2.9.

G) MBE Participation

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

H) Subcontractors

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

I) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide up to three (3) examples of projects or contracts the Master Contractor has completed that were similar to Section 2 - Scope of Work. Each example must include contact information for the client organization complete with 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 (5) 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. This information will be considered as part of the experience and past performance evaluation criteria in the TORFP.

J) Proposed Facility

- 1) Identify Master Contractor's facilities, including address, from which any work will be performed.
- 2) Identify facility where services will be hosted.

K) State Assistance

- 1) Provide an estimate of expectation concerning participation by State personnel.

L) Confidentiality

- 1) 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 1A - Completed Financial Proposal with all rates fully loaded.
 - 1) Attachment 1: The Master Contractor shall indicate on Attachment 1 the appropriate Labor Category hours being proposed, and the Fixed Hourly Labor Category Rate.
 - 2) Attachment 1A: The Master Contractor shall indicate on Attachment 1A, the appropriate monthly hosting cost being proposed.
- C) Proposed rates are not to exceed the rates defined in the Master Contract.
- D) Do not change any wording of the Price Proposal Forms.
- E) All prices entered on Attachment 1 and 1A are to be fully loaded prices as defined in the Master Contract, that include all costs/expenses associated with the provision of services as required by this TORFP. No other amount will be paid to the TO Contractor.

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 TO Contract award determination, the GOC 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.

- A) The Master Contractor's overall understanding of the TORFP Scope of Work and technologies based on the required response in Section 2.
- B) The expertise of the Master Contractor meets or exceed the minimum qualifications set forth in the Master Contract and meets or exceeds the mandatory skills defined in this TORFP.
- C) Satisfactory past performance and similarity of work on engagements that the Master Contractor has provided as references.
- D) Having successful experiences in system development, enhancement, and maintenance and hosting services.
- E) Having documented successful experiences in implementing and operating a Hosting environment for State governmental entities.
- F) Efficiency and effectiveness of the work plan, including the approach and methodology for completing the requirements of this TO Contract, the reporting mechanism for ensuring project schedules are met, and change control and project management methodology.
- G) Personnel experience required in Section 3.
- H) Master Contractor and Subcontractor experience and capabilities required in Section 3.

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 with consideration given to proposed number of labor hours and ranked from lowest to highest price proposed.
- 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 has greater weight than price.

4.4 COMMENCEMENT OF WORK UNDER A TO CONTRACT

- A) Commencement of work in response to a TO Contract shall be initiated only upon issuance of a fully executed TO Contract, a Non-Disclosure Agreement (TO Contractor), a Purchase Order, and by an NTP authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed.
- B) After contract award, the GO C and the selected TO Contractor will agree on a start date of contract performance. However, the start date of contract performance will be within two (2) weeks after contract award unless specifically otherwise agreed by the GO C and the TO Contractor.

ATTACHMENT 1A – PRICE PROPOSAL

PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS II TORFP # DEXB0400013

LABOR CATEGORIES

* These are time estimates only--this is a model for evaluation purpose and does not commit the state to any actual hours.

Labor Categories	A	B	C
	Hourly Labor Rate	Total Class Hours	Total Proposed CATS II TORFP Price <small>A * B = C</small>
(Master Contractor to insert Proposed labor categories and proposed number of hours for financial evaluation for this TORFP)	\$		\$
A) YEAR 1			
INSERT LABOR CATEGORIES	\$		\$
TOTAL YEAR 1			\$
B) YEAR 2			
INSERT LABOR CATEGORIES	\$		\$
TOTAL YEAR 2			
C) YEAR 3			
INSERT LABOR CATEGORIES	\$		\$
TOTAL YEAR 3			
D) YEAR 4 (end 5/31/2014)	\$		\$
INSERT LABOR CATEGORIES	\$		\$
TOTAL YEAR 4	\$		\$
A + B + C + D = Total Evaluated Time and Materials Price			\$

NOTE: Master Contractor should use October 1, 2010 as Year 1 contract start date. The contract price shall be adjusted accordingly for Year 4 in the event the contract starts early or later than October 1, 2010. Year 4, partial year, ends 5/31/2014.

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.

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

ATTACHMENT 1B – HOSTING PRICE PROPOSAL

PRICE PROPOSAL (HOSTING) FOR CATS II TORFP # DEXB0400013

Hosting	A	B	C
	Monthly Rate	Total Months	Total Proposed CATS II TORFP Price
(Agency to insert description for financial evaluation. Master Contractor to insert Proposed hosting cost for this TORFP)	\$		\$
Year 1 - Hosting	\$		\$
Year 2 - Hosting	\$		\$
Year 3 - Hosting	\$		\$
Year 4 - Hosting	\$		\$
Total Evaluated Hosting Price			\$

NOTE: Master Contractor should use July 1, 2010 as Year 1 contract start date. The contract price shall be adjusted accordingly for Year 4 in the event the contract starts early or later than July 1, 2010. Year 4, partial year, ends 5/31/2014.

Authorized Individual Name

Company Name

Title

Company Tax ID #

The Monthly Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. When applicable, the Monthly 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.

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS
TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING
REQUIREMENTS

CATS II TORFP # DEXB0400013

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 fifteenth(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 Master Contractor's TO Proposal. If the Master Contractor fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the Master Contractor's TO Proposal is not reasonably susceptible of being selected for award.

In conjunction with the offer submitted in response to TORFP No. **DEXB0400013**, 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.

OR

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 Contract 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 Contract awardee, I must submit the following documentation within ten (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 Master Contractor's responsibility in connection with the certified MBE participation goal.

If I am the apparent TO Contract 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 Contract award. If the TO Contract 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.

Master Contractor Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE

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 Master Contractor 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 DEXB0400013	
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 # **DEXB0400013**, I state the following:

1. Master Contractor 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. Master Contractor made the following attempts to contact personally the solicited MBEs:

4. Master Contractor assisted MBEs to fulfill or to seek waiver of bonding requirements.

(DESCRIBE EFFORTS)

- This project does not involve bonding requirements.

5. Master Contractor did/did not attend the pre-proposal conference
 No pre-proposal conference was held.

_____	By:	_____
Master Contractor 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. **DEXB0400013**, 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 # DEXB0400013 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:

Antoinette Thomas, TO Manager Governor's Office for Children 301 W. Preston Street, Suite 1502, Baltimore, MD 21201 athomas@goc.state.md.us	Scott Finkelsen, TO Procurement Officer Governor's Office for Children 301 W. Preston Street, Suite 1502, Baltimore, MD 21201 sfinkelsen@goc.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 # DEXB0400013 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:

Antoinette Thomas, TO Manager Governor's Office for Children 301 W. Preston Street, Suite 1502 Baltimore, MD 21201 athomas@goc.state.md.us	Scott Finkelsen, TO Procurement Officer Governor's Office for Children 301 W. Preston Street, Suite 1502 Baltimore, MD 21201 sfinkelsen@goc.state.md.us
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Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 3 – TASK ORDER CONTRACT

CATS II TORFP# DEXB0400013 OF MASTER CONTRACT #060B9800035

This Task Order Contract (“TO Contract”) is made this day of Month, 200X by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, Governor’s Office for Children, on behalf of the Children’s Cabinet.

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 Contract, the following words have the meanings indicated:
 - a. “Agency” means the Governor’s Office for Children, as identified in the CATS II TORFP # DEXB0400013.
 - b. “CATS II TORFP” means the Task Order Request for Proposals # DEXB0400013, 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 Scott Finkelsen. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. “TO Contract” means this signed TO Contract between Governor’s Office for Children, on behalf of the Children’s Cabinet and TO Contractor.
 - f. “TO Contractor” means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is _____ and whose principal office in Maryland is _____.
 - g. “TO Manager” means Antoinette Thomas 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 Contract incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Contract, 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 Contract, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Contract, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Contract and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Contract,
 - 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 Contract. 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 Contract, 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 Contract price shall be made and the TO Contract 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 Contract. 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 Contract 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 an NTP from the TO Manager. The term of this TO Contract is for a period of [REDACTED], commencing on the date of NTP and terminating on May 31, 2014.

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 \$ [REDACTED]. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Contract 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 Contract.

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 Contract as of the date hereinabove set forth.

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, Governor's Office for Children, on behalf of the Children's Cabinet

By: Rosemary King Johnston, Executive Director

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, Master Contractor, 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 Master Contractor 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 Master Contractor agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Master Contractor 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 Master Contractor 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

INSTRUCTIONS:

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 6 – DIRECTIONS

TO THE PRE-TO PROPOSAL CONFERENCE

From Western Maryland:

Take I-70 East toward Baltimore. Take the 695 Beltway toward Glen Burnie. Take I-95 toward Baltimore. Take Russell Street exit for approximately 2 miles (you will see the new ballpark on the right). Get in the right hand lane of Russell Street and just before or at the third traffic light (Hamburg Street), bear to your right and take the 395/Martin Luther King Boulevard Exit. Proceed onto the ramp and follow it around until you exit onto Martin Luther King Boulevard. Proceed on Martin Luther King Boulevard (1.5 miles) to Eutaw Street (you will want to be in your left lane at Eutaw Street). Make a left turn on Eutaw Street (stay in your right lane). At the first traffic light (W. Preston Street) turn right; you have entered the State Office Complex Buildings.

From Annapolis/Eastern Shore:

Take 50 West to the Bay Bridge. In Annapolis, take 97 North toward Baltimore. Take 695 West toward Baltimore and then 295 North (Baltimore/Washington Parkway) toward Baltimore. The Parkway becomes Russell Street. *Follow directions from Russell Street given above (see bold information).*

From Washington:

Take 295 North toward Baltimore until it ends, changing into Russell Street OR take 95 North and take the Russell Street exit. *Follow directions from Russell Street given above (see bold information).*

From Southern Maryland:

Take 301 North to the 695 Beltway west toward Towson. Take 295 North toward Baltimore. Stay on 295 North – it changes into Russell Street. *Follow directions from Russell Street given above (see bold information).*

From North of Downtown Baltimore:

Take 83 South to the Mt. Royal/North Avenue exit. Proceed through the light at North Avenue, and then bear right just past the 2nd traffic light onto Cathedral Street. Bear right at the 4th traffic light (just past the Meyerhoff Symphony Hall), and then proceed through the next traffic light crossing Howard Street. The next traffic light after Howard Street is Eutaw Street. Turn left on Eutaw Street to access the Maryland General Parking Garage or turn right to access metered and visitor parking. See information above for more detail. Also, the Light Rail stop at Cultural Center is located across from Howard and Preston streets from the State Office Complex.

PARKING:

“PMIS pay-per-hour parking lot is located directly across from the 301 W. Preston Street Building; metered parking spaces are surrounding the State Office complex and a pay-per-hour parking garage is located at the Maryland General Hospital located on Eutaw and Howard Streets.”

ATTACHMENT 7 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS II Task Order Agreement #DEXB0400013

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Antoinette Thomas of the Governor's Office for Children will serve as the TO Manager and your contact person on this Task Order. The TO Manager can be reached at telephone 410-767-6242.

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

Sincerely,

Scott Finkelsen
Task Order Procurement Officer

Enclosures (2)

cc: Antoinette Thomas, Governor's Office for Children
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: SCYFIS System Enhancement, Maintenance and Hosting

TO Agreement Number: #DEXB0400013

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: Antoinette Thomas

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 0 OF THE TORFP.

ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Governor's Office for Children

TORFP Title: SCYFIS System Enhancement, Maintenance and Hosting

TO Manager: Antoinette Thomas 410-767-6242

To:

The following deliverable, as required by TO Agreement #DEXB0400013, 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 0 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 #DEXB0400013 for SCYFIS System Enhancement, Maintenance and Hosting. 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 (5) 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 Scott Finkelsen, Governor's Office for Children 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 five (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 Governor’s Office for Children (the “Agency”), 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 Contract (the “TO Contract”) for SCYFIS System Enhancement, Maintenance and Hosting TORFP No. DEXB0400013 dated _____, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Agency, Project Number 060B9800035; and

WHEREAS, in order for the TO Contractor to perform the work required under the TO Contract, 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 Contract, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Contract, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the 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 Contract.
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 Contract. 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 Contract and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the 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 Agency, all copies of the Confidential Information in its care, custody, control or possession upon request of the Agency or on termination of the TO Contract.
7. A breach of this Agreement by the TO Contractor or by the TO Contractor’s Personnel shall constitute a breach of the TO Contract 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:

Governor's Office for Children:

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.

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	
<p>A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 2.)</p>	
<p>B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>	
<p>C) Is the deliverable acceptance process being adhered to as defined in the TORFP? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>	
Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials	
<p>A) If the TO involves material costs, are material costs passed to the agency without markup by the Master Contractor? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>	
<p>B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>	
<p>C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>	
Section 3 – Substitution of Personnel	
<p>A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 4.)</p>	

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% ($3,000 \div 10,000 = 0.30$))

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 ten (10) or fewer employees and the proposed contract value is less than \$500,000
- Bidder/Offeror employs more than ten (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: _____

ATTACHMENT 14 – GOC RESOURCES AND DATA SHARING AGREEMENT

Confidentiality Certification Form

I understand that I will or may be exposed to certain confidential data maintained by the Governor's Office for Children ("GOC") which was released to my employer, the _____.

These confidential records include data related to children, families and providers receiving/providing services in the State of Maryland.

I understand that I may use the data only in conjunction with certain duties with respect to my employment, as specifically described below:

I agree to retain original data files, and any derivative files that contain identification of children, families and providers only for the period of time required to complete the explicitly stated purposes above during my employment with said organization.

I understand that I may not discuss with or reveal to anyone, in any manner, any of the information I obtain from that data, except to other persons also having authorization to this data, and only for purposes of performing my duties as set forth above. I understand that I may not reveal such information to my friends or family, nor use the information for any personal, commercial, or political use.

I understand that the data is confidential and protected by federal and State laws, and that if I improperly use or reveal this confidential information, I may be subject to prosecution, fines, imprisonment, or other sanctions permissible under law. I understand and agree that I will be liable for any damages resulting from my release of confidential information.

I have read this entire statement and understand that the confidential data must be used only for the specific purpose set forth above and that use of this information for any other purpose is strictly prohibited.

Signature

Name - Print or Type

Date

ATTACHMENT 15 – GOC REQUIREMENTS FOR WEB DEVELOPMENT



Governor's Office for Children Requirements for Web Development

Last Updated 12/10/2009

General Requirements

GOC adheres to Department of Information Technology data security standards that are described at <http://doit.maryland.gov/>.. GOC conforms with the State of Maryland branding conventions described at <http://doit.maryland.gov/WebCom/Pages/BrandingGuidelines.aspx>.

Development must be done using VB.Net and C#.Net in Microsoft Visual Studio 2008 and must be designed to be fully accessible to non-visual users (see accessibility requirements). The Web server environment shall at a minimum be Microsoft Windows Server 2008, IIS v7, .Net v3.5, using Microsoft SQL Server 2008. System will support the most recent Microsoft software within 2 years of release.

All applications will be fully developed and tested in the test environment before migrating to the production server. All software, web application design and database structures must be approved by GOC prior to development. Deliverables include installation and testing to be completed on the server at least two (2) weeks prior or other time specified to begin live on the production system.

All user data queries, including inputs such as variables, text boxes, URL parameters, to the SQL Server must be coded to prevent SQL injection attacks by not allowing client-supplied data to directly modify the intended SQL statement syntax.

The highest priority of the development is to design the application so that data updates and modifications or additions to the application can occur in a straightforward and simple manner. The following should be met in the application design:

1. When data updates are needed, a simple replacement of the SQL tables should be all that is necessary for the application to run;

2. When modifications are needed to the language on the web pages, the amount of information presented, or addition of new pages, these can be easily integrated into the existing application.

Resumes, a letter of commitment, references and samples of similar work done within the past year must be provided from web application staff with the proposal. If the application development is sub-contracted, the same items are required.

Accessibility Requirements

Maryland law requires that all State websites be accessible to non-visual users. COMAR 17.06.02 requires that Maryland State government agencies provide information technology (IT) that is non-visually accessible. IT includes web sites, which are primary means for the public to gain information about and access to services from the State. This law is compliant with federal standards in Section 508B which is an amendment to the Workplace Rehabilitation Act of 1973, requiring that all electronic information developed or purchased by the federal government be made accessible to people with disabilities.

Any use of java scripting, AJAX or any other type of scripting or code must accommodate non-visual access to the application. The TO Contractor is expected to be familiar with accessibility law and to be able to develop web applications accordingly.

Application Testing Requirements

1. All software applications shall be thoroughly tested before delivery. The TO Contractor shall document the tests that were conducted. The testing shall be appropriate to the application developed. Applications should be tested using real data which can be obtained from GOC.
2. Applications will be tested thoroughly on the test site free going live and testing will be completed at least two (2) weeks prior to production.

Deliverables

The TO Contractor shall provide GOC with an application design document prior to the start of development which will include the following:

1. Flow chart of the application
2. Description of how the application will be coded
3. Description of how ADA compliance will be addressed
4. Preliminary structure of the SQL tables used
5. Design and implementation schedule
6. Any software acquisition which is not specified here must be pre-approved by GOC.

Application design shall provide the following:

1. Electronic copy of data dictionary including data source, field names, labels, type, length, valid value range, whether missing values are valid. If Access or SQL database used, then need same info for each table.
2. Help screens.
3. Flow chart of the application including decision-making points and screen shots with the field names noted.
4. Documentation of database tables and views with keys identified.

5. Electronic copy of all developed software and web pages.
6. Documentation of any data cleaning and/or processing procedures.
7. Documentation of the data update process.

If the application is a web-based survey or data entry wizard then the following must also be included:

1. List of error checks and messages programmed for each input field.
2. Skip patterns (if questions can be skipped depending on facility type or question).
3. Calculated and pre-loaded fields identified indicating their source and the calculation
4. Drop down box values.
5. Help screens.

ATTACHMENT 16 – Service Level Expectation Metrics

CATS II TORFP# DEXB0400013

Service Level Expectation Metrics

Complete availability column with guaranteed proposed values.

System Metrics	Availability
Response Time – Online	
System Restoration (Disaster Recovery)	
Backups – On Time	
Server Availability	
Response Time – Server	
Network Availability	
Internet Availability	
WAN Availability	
LAN Availability	
Response Time – Network	
Bandwidth to the Internet	

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

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
